



Agenda of Special Session November 8, 2022 The Board of Trustees Wichita Falls Independent School District

In Compliance with the Texas Government Code, Chapter 551, Subchapter C, the Board of Trustees of the Wichita Falls Independent School District will meet for a Special Session at 12:00 PM, on November 8, 2022, in the Board Room at the Education Center, 1104 Broad St, Wichita Falls, TX 76301.

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

I. CALL TO ORDER AND OPENING STATEMENT	
II. INVOCATION	
III. PUBLIC COMMENT	
Public comments at Special Sessions are limited to items listed on the agenda.	
IV. REPORTS OR SPECIAL DISCUSSION ITEMS	
A. Audited Financial Report for Fiscal Year Ended June 30, 2022	3
B. Construction Update for WF Legacy High School and WF Memorial High School	
C. Targeted Improvement Plans Presented for Approval and Campus Progress Reports for Kirby Middle School and Southern Hills Elementary	4
D. Transportation Presentation	
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B. Resilient Schools Support Program (RSSP) Presentation	
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B. Closed Session:	
1. Personnel Matters Including the Appointment, Evaluation, Reassignment, Duties, Discipline, Dismissal and/or Compensation of Individual District Employees (<i>Pursuant to Texas Government Code 551.074</i>)	
2. Discussion of Purchase, Exchange, Lease or Value of Real Property (<i>Pursuant to Texas Government Code Section 551.072</i>)	
X. ADJOURNMENT	

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

The notice for this meeting was posted in compliance with the Texas Open Meetings Act on Friday, September 23, 2022 at 2:00 pm.

For the Board of Trustees

WICHITA FALLS ISD BOARD OF TRUSTEES
November 8, 2022

Agenda Item:	Audited Financial Report for Fiscal Year Ended June 30, 2022		
Administrator Responsible:	Leah Horton, Chief Financial Officer		
Attachments:	Annual Financial Report for Fiscal Year Ending June 30, 2022		
<input checked="" type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action	<input type="checkbox"/> Presentation	<input type="checkbox"/> Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees approve the Annual Financial Report for the fiscal year ended June 30, 2022 which has been prepared by Weaver and Tidwell, L.L.P., Certified Public Accountants and Advisors, as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

Section 44.008 of the Texas Education Code requires school districts to have an annual, independent audit that is performed by a (CPA) firm that has a current valid license issued by the Texas State Board of Public Accountancy; The auditor’s annual financial audit report is due 150 days after the end of the fiscal year. A copy of the Annual Financial Report prepared by Weaver and Tidwell, L.L.P., Certified Public Accountants and Advisors for the fiscal year ended June 30, 2022, is attached and a hard copy has been provided to each Board Member. The District has received an unmodified opinion from the auditors.

WICHITA FALLS ISD BOARD OF TRUSTEES
November 8, 2022

Agenda Item:	Targeted Improvement Plans Presented for Approval and Campus Progress Reports for Kirby Middle School and Southern Hills Elementary		
Administrator Responsible:	Misti Spear, Director of Strategic Planning Alston Calliste, Principal, Kirby Middle School Amanda Garcia, Principal, Southern Hills Elementary		
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 approve the Targeted Improvement Plan for Kirby Middle School and Southern Hills Elementary for submission to TEA as submitted by Misti Spear, Director of Strategic Planning and as recommended by Dr. Donny Lee Superintendent of Schools.

Explanation:

Amanda Garcia, Principal at Southern Hills Elementary and Alston Calliste, Principal at Kirby Middle School will present Targeted Improvement Plans for board approval as required by TEA.

Fiscal Note:

None

WICHITA FALLS ISD BOARD OF TRUSTEES
November 8, 2022

Agenda Item:	Financial Reports as of September 30, 2022		
Administrator Responsible:	Leah Horton, Chief Financial Officer		
Attachments:	Financials		
<input type="checkbox"/> Action Needed	<input checked="" type="checkbox"/> Future Action	<input type="checkbox"/> Presentation	<input type="checkbox"/> Report

Administrative Recommendation:

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

Explanation:

The following attachments report the revenue and expenditure position through September 30, 2022 for all funds. The current year column is reported as of the approved budget.

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

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

The attached financial reports represent three months of operations, 25.00% of the fiscal year. As of September 30th, of last year, the district had collected 15.99% of projected revenues, as compared to 11.99% for 2022-2023. Expenditures for 2022-2023 were 13.98% of budget, as compared to 9.12% for 2021-2022.

For the General Fund revenues were 13.15% last year as compared to 15.26% this year. Expenditures were 24.46% last year as compared to 22.46% this year.

For the Food Service Fund revenues were 24.92% last year as compared to 23.23% this year. Expenditures were 25.70% last year as compared to 8.19% this year.

For the Debt Service Fund revenues were 0.46% last year as compared to 1.15% this year. Expenditures were 7.25% last year as compared to 23.93% this year.

Investments:

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

WICHITA FALLS INDEPENDENT SCHOOL DISTRICT
FINANCIAL SUMMARY
SEPTEMBER 30, 2022

	2021-2022			2022-2023		
	CURRENT BUDGET	ACTUAL YEAR TO DATE	% OF CURRENT BUDGET	CURRENT BUDGET	ACTUAL YEAR TO DATE	% OF CURRENT BUDGET
REVENUE:						
GNL. OPERATING	\$127,256,630	\$16,706,527	13.13%	\$114,666,818	\$17,444,071	15.21%
ATHLETICS	\$370,000	\$77,965	21.07%	\$365,000	\$114,465	31.36%
General Fund	\$127,626,630	\$16,784,492	13.15%	\$115,031,818	\$17,558,536	15.26%
SP. EDUCATION	\$3,915,449	\$493,131	12.59%	\$4,109,595	\$391,501	9.53%
VOCATIONAL	\$188,221	\$20,186	10.72%	\$191,064	\$13,733	7.19%
CONS. APPLIC.	\$7,295,751	\$540,623	7.41%	\$8,245,476	\$370,520	4.49%
OTHER SP. REV.	\$36,526,565	\$1,190,539	3.26%	\$37,451,677	\$741,138	1.98%
Special Revenues	\$47,925,986	\$2,244,479	4.68%	\$49,997,812	\$1,516,892	3.03%
FOOD SERVICE	\$8,047,707	\$2,005,567	24.92%	\$7,503,819	\$1,742,986	23.23%
INT & SINKING	\$21,187,181	\$97,933	0.46%	\$21,756,639	\$251,034	1.15%
CONSTRUCTION FUND	\$13,700,602	\$13,804,499	100.76%	\$0	\$2,227,507	0.00%
INTERNAL SERVICE	\$0	\$32	0.00%	\$0	\$2,880	0.00%
TOTAL REVENUE	\$218,488,107	\$34,937,002	15.99%	\$194,290,088	\$23,299,835	11.99%
EXPENDITURES:						
GNL. OPERATING	\$131,497,276	\$32,227,000	24.51%	\$118,358,798	\$26,615,828	22.49%
ATHLETICS	\$1,424,000	\$286,550	20.12%	\$1,262,000	\$254,867	20.20%
General Fund	\$132,921,276	\$32,513,550	24.46%	\$119,620,798	\$26,870,696	22.46%
SP. EDUCATION	\$3,915,449	\$944,139	24.11%	\$4,109,595	\$916,707	22.31%
VOCATIONAL	\$188,221	\$47,337	25.15%	\$191,064	\$27,510	14.40%
CONS. APPLIC.	\$7,295,751	\$1,283,782	17.60%	\$8,245,476	\$933,283	11.32%
OTHER SP. REV.	\$37,369,002	\$2,726,553	7.30%	\$38,340,518	\$4,654,742	12.14%
Special Revenues	\$48,768,423	\$5,001,812	10.26%	\$50,886,653	\$6,532,243	12.84%
FOOD SERVICE	\$7,842,999	\$2,015,748	25.70%	\$7,276,219	\$596,115	8.19%
INT & SINKING	\$19,357,366	\$1,403,850	7.25%	\$21,995,847	\$5,263,173	23.93%
CONSTRUCTION FUND	\$285,157,136	\$4,035,622	1.42%	\$267,696,279	\$25,981,265	9.71%
INTERNAL SERVICE	\$478,368	\$149,192	31.19%	\$435,080	\$155,033	35.63%
TOTAL EXPEND.	\$494,525,569	\$45,119,774	9.12%	\$467,910,876	\$65,398,525	13.98%

WICHITA FALLS INDEPENDENT SCHOOL DISTRICT
 FINANCIAL SUMMARY
 SEPTEMBER 30, 2022

FUND	INVESTMENTS	CHECKING ACCOUNT	9/30/2021 TOTAL CASH	INVESTMENTS	CHECKING ACCOUNT	9/30/2022 TOTAL CASH
GNL. OPERATING	33,125,664	3,322,440	36,448,104	36,277,212	5,870,812	42,148,024
ATHLETICS	-	28,992	28,992	-	72,296	72,296
SPECIAL REVENUES	-	(2,587,427)	(2,587,427)	-	(5,240,634)	(5,240,634)
FOOD SERVICE	1,655,708	272,653	1,928,361	4,545,855	132,673	4,678,528
INT & SINKING	1,812,355	1,368	1,813,723	237,253	618	237,871
CONSTRUCTION FUND	277,114,037	728,052	277,842,089	218,510,416	908,165	219,418,581
INTERNAL SERVICE	561,412	(1,459,705)	(898,293)	565,363	(1,831,246)	(1,265,884)
PAYROLL	-	131,189	131,189	-	87,730	87,730
TOTAL	\$ 314,269,176	\$ 437,562	\$ 314,706,739	260,136,098	414	260,136,512

GENERAL FUND

**WICHITA FALLS INDEPENDENT SCHOOL DISTRICT
YEAR TO DATE REVENUES AND EXPENSES COMPARISON
SEPTEMBER 2021 and SEPTEMBER 2022**

3 month has passed = 25.00%		2021-2022			2022-2023			CURRENT MONTH
		CURRENT BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE %	CURRENT BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE %	
Revenues								
5700	Local Revenues	\$ 48,246,906	\$ 932,240	1.93%	\$ 48,600,776	\$ 1,128,598	2.32%	467,492
5800	State Revenues	75,570,036	15,770,119	20.87%	62,817,597	16,170,986	25.74%	14,851,868
5900	Federal Revenues	3,479,486	77,932	2.24%	3,240,670	257,456	7.94%	204,539
	Total Revenues	\$ 127,296,428	\$ 16,780,291	13.18%	\$ 114,659,042	\$ 17,557,040	15.31%	\$ 15,523,899
Expenses by Function								
11	Instruction	\$ 76,257,735	\$ 18,778,029	24.62%	\$ 72,022,788	\$ 15,958,578	22.16%	4,448,257
12	Instr. Resources/Media	1,586,023	370,323	23.35%	1,500,337	297,850	19.85%	70,355
13	Curriculum Dev. & Staff Dev	1,451,167	332,416	22.91%	861,046	139,793	16.24%	44,617
21	Instructional Leadership	2,817,896	637,063	22.61%	2,029,331	451,114	22.23%	143,090
23	School Leadership	7,917,603	1,925,765	24.32%	7,624,486	1,831,686	24.02%	522,840
31	Guidance, Counseling & Evaluation Svcs	5,622,502	1,330,744	23.67%	4,032,479	975,517	24.19%	232,726
32	Social Work Services	520,170	120,248	23.12%	439,045	88,448	20.15%	28,986
33	Health Services	1,898,870	442,351	23.30%	1,950,871	382,126	19.59%	84,872
34	Student Transportation	2,621,500	619,978	23.65%	3,019,800	250,647	8.30%	83,573
35	Food Service	-	-	0.00%	-	14,106	0.00%	4,887
36	Co-Curricular/Extracurricular	3,898,131	829,571	21.28%	4,200,243	747,968	17.81%	272,140
41	General Administration	4,711,875	1,073,735	22.79%	3,655,989	840,358	22.99%	225,035
51	Plant Maint. & Operations	11,893,032	3,463,770	29.12%	12,019,408	3,467,843	28.85%	1,094,213
52	Security & Monitoring	976,531	133,501	13.67%	885,039	200,236	22.62%	56,459
53	Data Processing Services	3,334,478	1,525,453	45.75%	3,162,179	965,909	30.55%	321,830
61	Community Services	13,500	10,330	76.52%	12,650	10,242	80.97%	4
71	Debt Service	1,325,262	110,315	8.32%	1,184,062	76,312	6.44%	11,437
81	Facilities Acquisition & Construction	5,100,912	667,329	13.08%	-	-	0.00%	-
93	Payments to Fiscal Agent of SSA	100,000	-	0.00%	100,000	-	0.00%	-
95	Payments to JJAEP	20,000	3,397	16.99%	40,000	3,053	7.63%	-
99	Intergovernmental Charges	679,090	139,235	20.50%	706,046	168,910	23.92%	168,910
	Total Expenditures	\$ 132,746,276	\$ 32,513,550	24.49%	\$ 119,445,798	\$ 26,870,696	22.50%	\$ 7,814,232
Other Sources and (Uses)								
7900	Non-Operating Resources	330,202	4,201	1.27%	372,776	1,496	0.40%	-
8900	Other Uses-Non-operating	(175,000)	-	0.00%	(175,000)	-	0.00%	-
	Total Other Sources and Uses	\$ 155,202	\$ 4,201	2.71%	\$ 197,776	\$ 1,496	0.76%	\$ -
	Net Change in Fund Balance	\$ (5,294,646)	\$ (15,729,058)	297.07%	\$ (4,588,980)	\$ (9,312,160)	202.92%	\$ 7,709,668

**WICHITA FALLS INDEPENDENT SCHOOL DISTRICT
YEAR TO DATE GENERAL FUND REVENUES COMPARISON
SEPTEMBER 2021 and SEPTEMBER 2022**

		2021-2022			2022-2023			Current Month
		BUDGET	ACTUAL	%	BUDGET	ACTUAL	%	
Local Revenues								
5711	Current year tax levy	46,259,864	\$ 13,571	0.03%	46,542,933	\$ 102,210	0.22%	102,210
5712	Taxes-delinquent	773,144	399,554	51.68%	772,340	428,636	55.50%	153,832
5719	Tax penalties & interest	478,098	92,952	19.44%	483,767	102,066	21.10%	49,178
5735	Summer school tuition	-	-	0.00%	-	-	0.00%	-
5739	Tuition and Fess Local	30,000	4,902	16.34%	90,000	1,806	2.01%	172
5742	Interest income	80,000	13,452	16.82%	85,000	124,576	146.56%	51,759
5743	Facilities rental	105,800	270,151	255.34%	100,000	24,557	24.56%	11,185
5744	Gifts and local grants	-	-	0.00%	-	150,000	0.00%	(1,125,734)
5745	Insurance Proceeds	-	-	0.00%	-	-	0.00%	-
5749	Miscellaneous revenue	144,000	49,776	34.57%	144,000	54,622	37.93%	4,562
5755	Enterprise Revenue	7,000	4,549	64.99%	12,736	3,200	25.13%	1,688
Local revenues to date before Athletics		47,877,906	848,907	1.77%	48,230,776	991,673	2.06%	\$ (751,148)
5752	Scoreboard Fund	19,000	12,663	66.65%	20,000	22,460	112.30%	22,460
5752	Athletics Fund ticket sales	350,000	70,670	20.19%	350,000	114,465	32.70%	70,446
Total local revenues to date		48,246,906	932,241	1.93%	48,600,776	1,128,598	2.32%	\$ (658,242)
State Revenues								
5811	Available School Fund	2,577,227	246,956	9.58%	5,498,654	638,687	11.62%	638,687
5812	Foundation entitlements	67,016,593	13,729,892	20.49%	51,267,591	14,075,695	27.46%	13,819,697
5819	Other FSP Programs	-	128,804	0.00%	-	-	0.00%	-
5829	Misc. state programs	-	-	0.00%	-	-	0.00%	-
5831	TRS On-behalf	5,976,216	1,664,467	27.85%	6,051,352	1,456,604	24.07%	393,484
Total state revenues to date		75,570,036	15,770,119	20.87%	62,817,597	16,170,986	25.74%	14,851,868
Federal Revenues								
5941	Impact Aid	140,000	-	0.00%	140,000	-	0.00%	-
5946	ROTC salary reimbursement	184,500	20,874	11.31%	178,000	29,810	16.75%	12,125
5931	SHARS Revenue	2,664,679	44,938	1.69%	2,527,670	214,741	8.50%	187,319
5931	SHARS Revenue-Deferred	-	-	0.00%	-	-	0.00%	-
5919	Other Federal Revenues	272,707	-	0.00%	125,000	-	0.00%	-
5929	Miscellaneous Federal Revenue	217,600	12,120	5.57%	270,000	12,905	4.78%	5,095
5927	Indirect costs	-	-	0.00%	-	-	0.00%	-
Total federal revenues to date		3,479,486	77,932	2.24%	3,240,670	257,456	7.94%	204,539
Non-Operating Resources								
7912	Sale of assets	50,000	4,201	8.40%	30,000	1,496	4.99%	-
7915	Transfers from Other Funds	280,202	-	0.00%	342,776	-	0.00%	-
Total non-operating resources		330,202	4,201	1.27%	372,776	1,496	0.40%	-
GRAND TOTAL - GENERAL FUND		\$ 127,626,630	\$ 16,784,493	13.15%	\$ 115,031,818	\$ 17,558,536	15.26%	\$ 14,398,165

FOOD SERVICE FUND

**WICHITA FALLS INDEPENDENT SCHOOL DISTRICT
YEAR TO DATE REVENUES AND EXPENSES COMPARISON
SEPTEMBER 2021 and SEPTEMBER 2022**

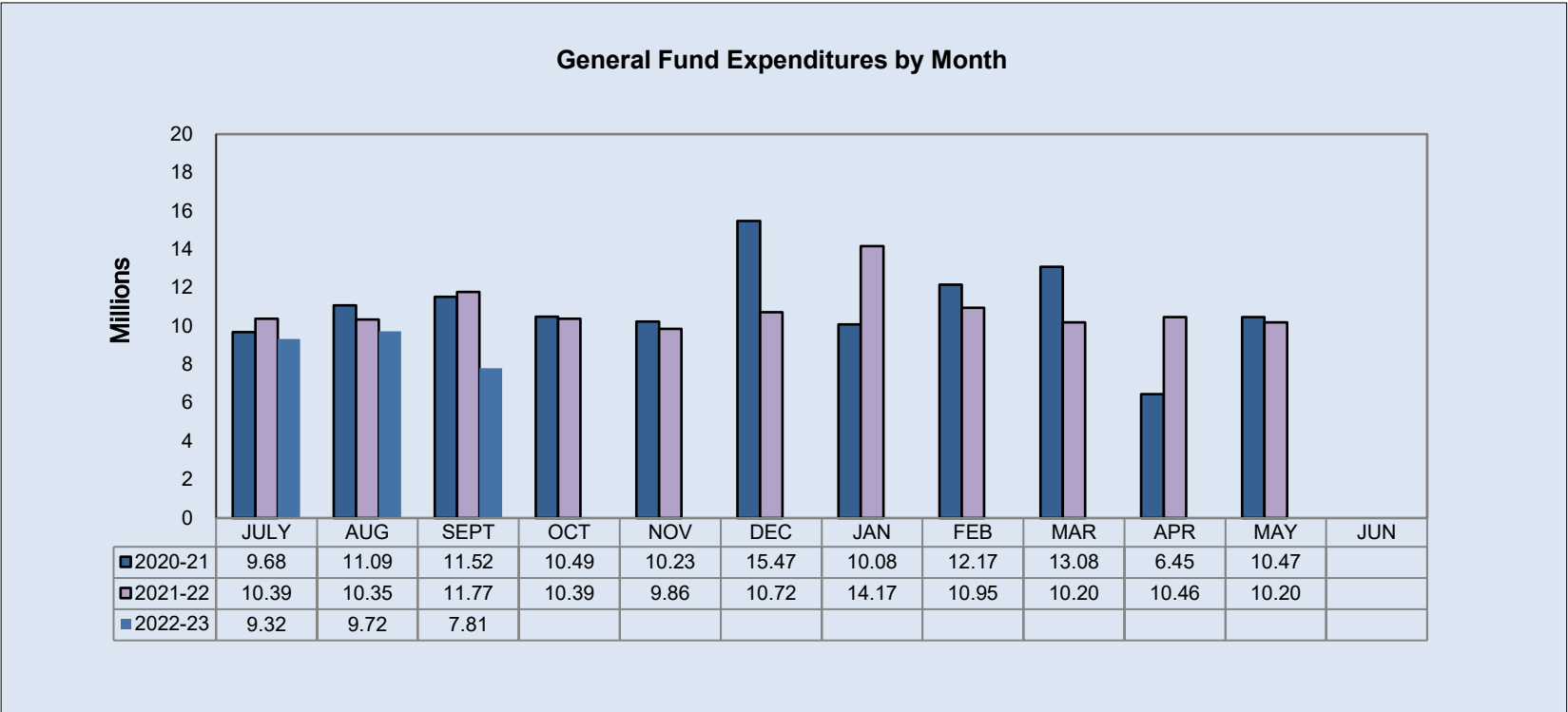
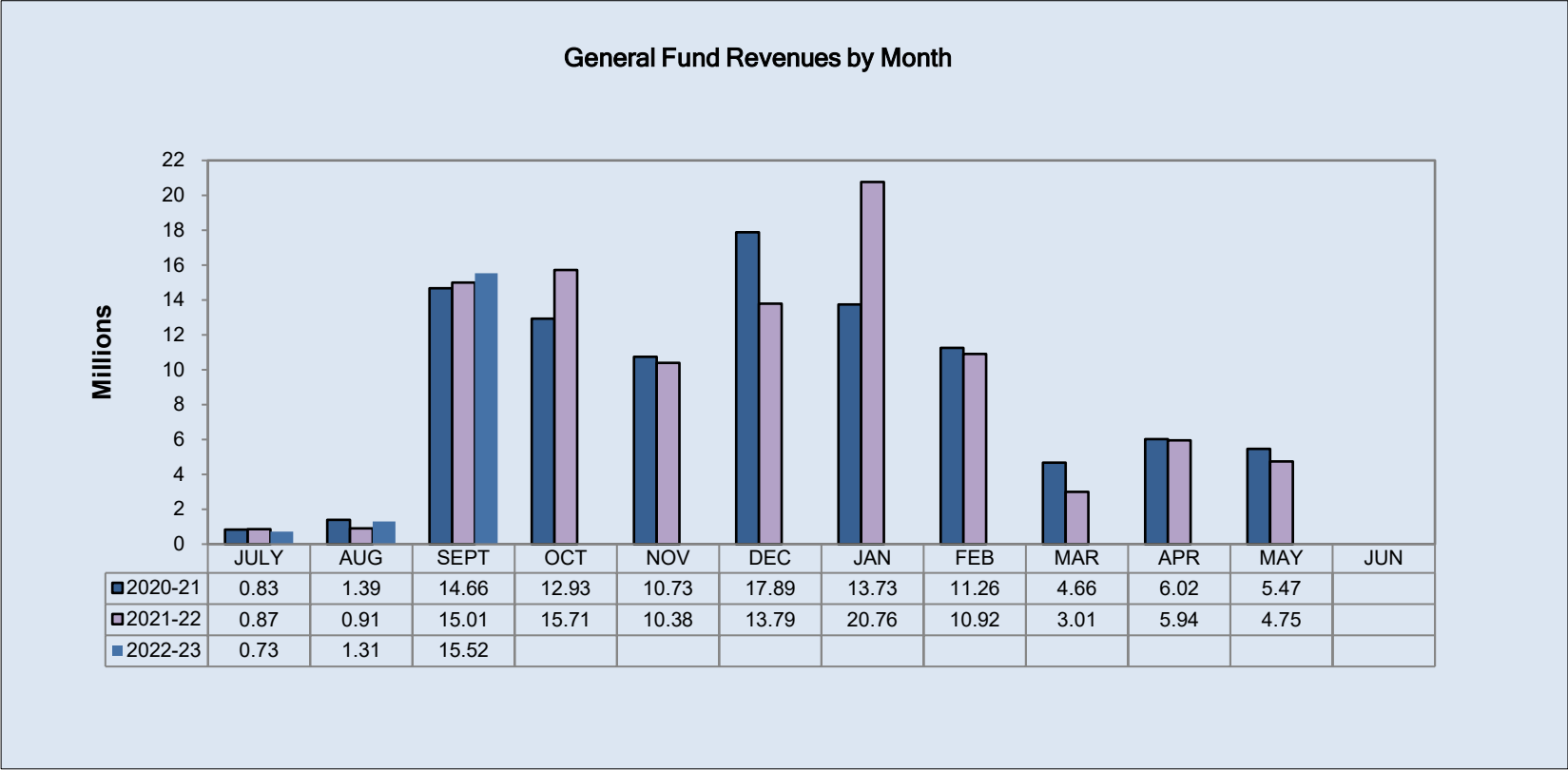
3 months has passed = 25.00%		2021-2022			2022-2023			CURRENT MONTH
		CURRENT BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE %	CURRENT BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE %	
Revenues								
5700	Local Revenues	1,327,273	\$ 137,877	10.39%	830,901	\$ 323,453	38.93%	178,277
5800	State Revenues	36,000	-	0.00%	36,000	-	0.00%	-
5900	Federal Revenues	6,356,953	1,821,933	28.66%	6,309,437	1,361,424	21.58%	837,158
5900	After School Supper Program	272,175	45,757	16.81%	272,175	58,109	21.35%	38,244
5900	After School Snack Program	55,306	-	0.00%	55,306	-	0.00%	-
	Total Revenues	\$ 8,047,707	\$ 2,005,567	24.92%	\$ 7,503,819	\$ 1,742,986	23.23%	\$ 1,053,679
Expenses by Function								
35	Food Service	\$ 7,562,796	\$ 2,015,749	26.65%	\$ 6,933,443	\$ 596,115	8.60%	372,392
51	Plant Maint. & Operations	-	-	0.00%	-	-	0.00%	-
81	Facilities Acquisition & Construction	-	-	0.00%	-	-	0.00%	-
	Total Expenditures	\$ 7,562,796	\$ 2,015,749	26.65%	\$ 6,933,443	\$ 596,115	8.60%	\$ 372,392
Other Sources and (Uses)								
7900	Non-Operating Resources	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	-
8900	Other Uses-Non-operating	(280,203)	-	0.00%	(342,776)	-	0.00%	-
	Total Other Sources and Uses	\$ (280,203)	\$ -	0.00%	\$ (342,776)	\$ -	0.00%	\$ -
	Net Change in Fund Balance	\$ 204,708	\$ (10,182)	4.97%	\$ 227,600	\$ 1,146,871	503.90%	\$ 681,287

**DEBT SERVICE AND
CAPITAL PROJECTS FUNDS**

**WICHITA FALLS INDEPENDENT SCHOOL DISTRICT
YEAR TO DATE REVENUES AND EXPENSES COMPARISON
SEPTEMBER 2021 and SEPTEMBER 2022**

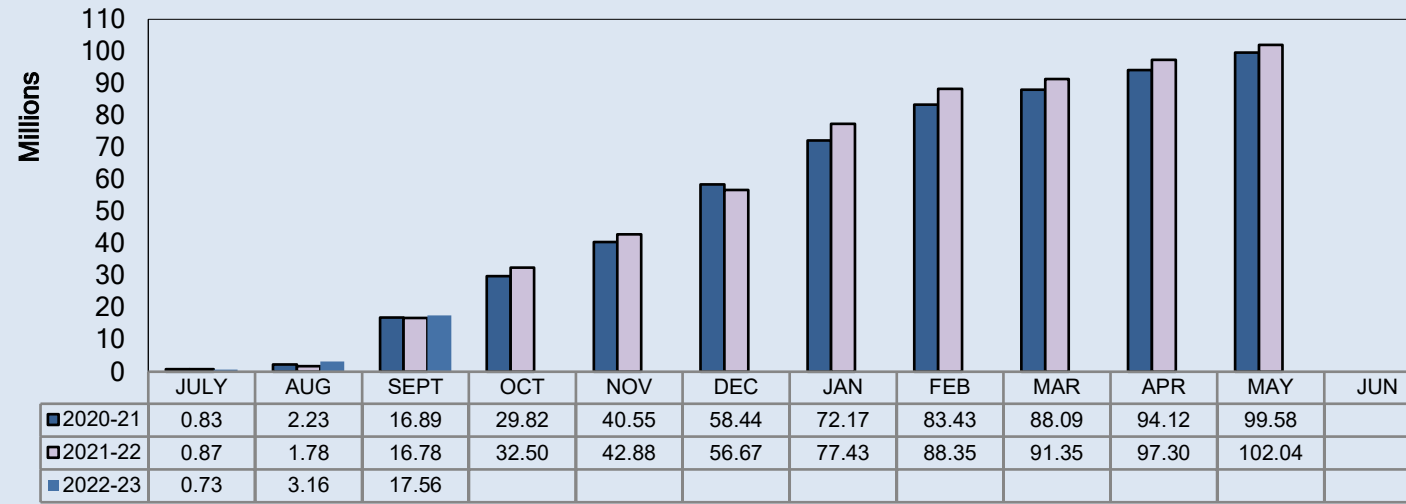
DEBT SERVICE FUND 3 months has passed = 25.00%		2021-2022			2022-2023			CURRENT MONTH
		CURRENT BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE %	CURRENT BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE %	
Revenues								
5700	Local Revenues	21,169,093	\$ 95,539	0.45%	21,756,639	\$ 251,034	1.15%	113,496
5800	State Revenues	18,088	2,394	13.24%	-	-	0.00%	-
5900	Federal Revenues		-	0.00%		-	0.00%	-
	Total Revenues	\$ 21,187,181	\$ 97,933	0.46%	\$ 21,756,639	\$ 251,034	1.15%	\$ 113,496
Expenses by Function								
71	Debt Service	\$ 19,357,366	\$ 1,403,850	7.25%	\$ 21,995,847	\$ 5,263,173	23.93%	1,000
	Total Expenditures	\$ 19,357,366	\$ 1,403,850	7.25%	\$ 21,995,847	\$ 5,263,173	23.93%	\$ 1,000
Other Sources and (Uses)								
7900	Non-Operating Resources	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	-
	Total Other Sources and (Uses)	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -
	Net Change in Fund Balance	\$ 1,829,815	\$ (1,305,917)	71.37%	\$ (239,208)	\$ (5,012,139)	2095.31%	\$ 112,496
CAPITAL PROJECTS FUND								
3 months has passed = 25.00%								
		2021-2022			2022-2023			CURRENT MONTH
		CURRENT BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE %	CURRENT BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE %	
Revenues								
5700	Local Revenues	-	\$ 103,897	0.00%	-	\$ 2,227,507	0.00%	306,748
5800	State Revenues	-	-	0.00%	-	-	0.00%	-
5900	Federal Revenues	-	-	0.00%	-	-	0.00%	-
	Total Revenues	\$ -	\$ 103,897	0.00%	\$ -	\$ 2,227,507	0.00%	\$ 306,748
Expenses by Function								
11	Instruction	-	-	0.00%	-	-	0.00%	-
51	Plant M&O	-	-	0.00%	-	-	0.00%	-
71	Debt Services	115,602	113,710	98.36%	-	-	0.00%	-
81	Facilities Acquisition & Construction	285,041,534	3,921,912	1.38%	267,696,279	25,981,265	9.71%	18,066,319
	Total Expenditures	\$ 285,157,136	\$ 4,035,622	1.42%	\$ 267,696,279	\$ 25,981,265	9.71%	\$ 18,066,319
Other Sources and (Uses)								
7900	Non-Operating Resources	13,700,602	13,700,602	100.00%	-	-	0.00%	\$ -
8900	Other Uses-Non-operating	-	-	0.00%	-	-	0.00%	\$ -
	Total Other Sources and (Uses)	\$ 13,700,602	\$ 13,700,602	100.00%	\$ -	\$ -	0.00%	\$ -
	Net Change in Fund Balance	\$ (271,456,534)	\$ 9,768,877	3.60%	\$ (267,696,279)	\$ (23,753,758)	8.87%	\$ (17,759,571)

Board Graphs
September 30, 2022

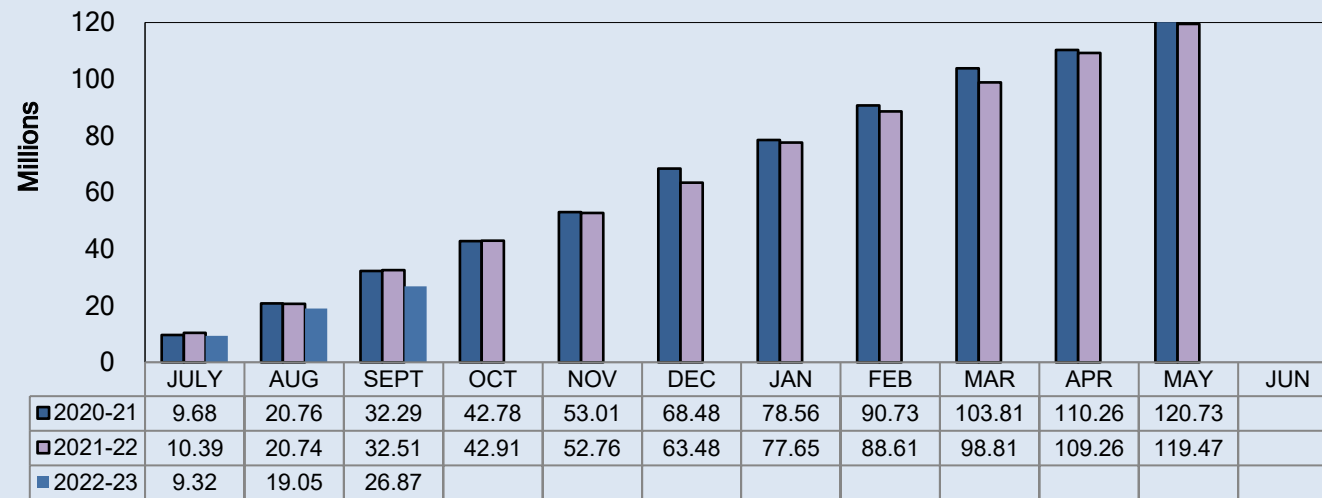


Board Graphs
September 30, 2022

General Fund Revenues
Cumulative Year To Date Totals

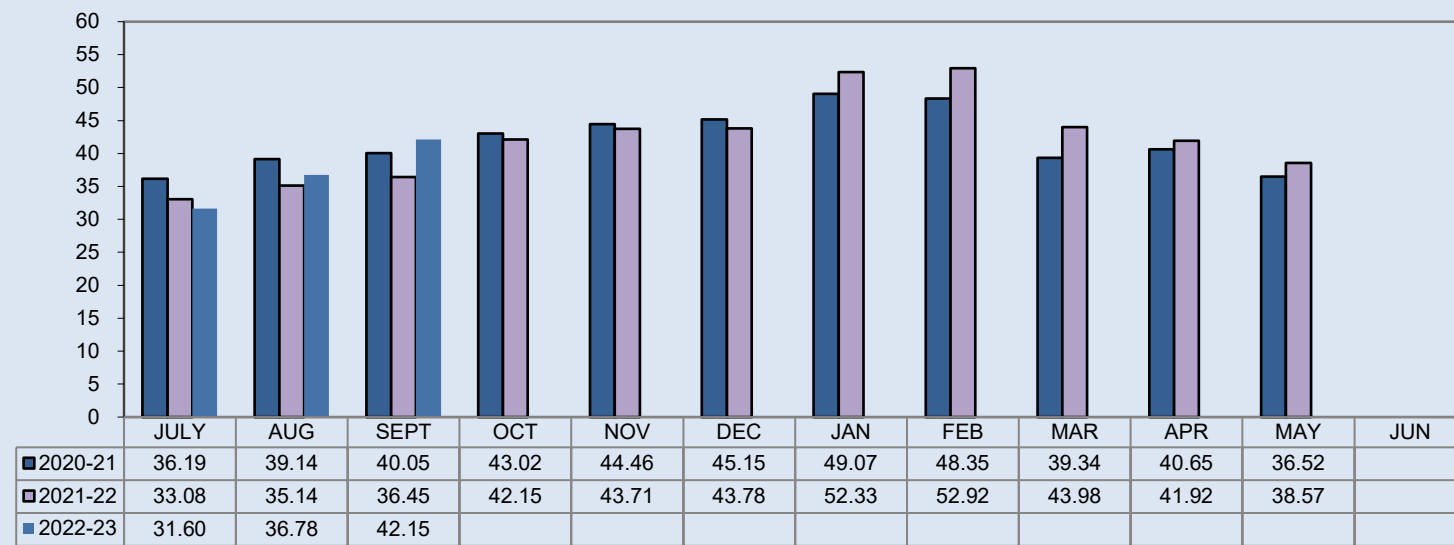


General Fund Expenditures
Cumulative Year to Date Totals



Board Graphs
September 30, 2022

General Fund Cash Position



WICHITA FALLS ISD
Investments Report
September 30, 2022

INVESTMENTS	YIELD RATE	PAR VALUE	PURCHASE COST	CURRENT BOOK VALUE	MARKET VALUE @ 9/30/2022	INTEREST CURRENT MONTH	INTEREST YEAR TO DATE
GENERAL OPERATING FUND							
American National MMKT	0.5000%	\$5,969,693.75	\$5,969,693.75	\$5,969,693.75	\$5,969,693.75	\$2,452.29	\$5,646.15
TexasTERM Balance	2.4300%	\$1,170,117.24	\$1,170,117.24	\$1,170,117.24	\$1,170,117.24	\$2,333.44	\$5,895.01
TEXPOOL BALANCE	2.4126%	\$16,748,200.03	\$16,748,200.03	\$16,748,200.03	\$16,748,200.03	\$22,243.10	\$49,318.68
TEXPOOL Prime BALANCE	2.6131%	\$2,968,815.15	\$2,968,815.15	\$2,968,815.15	\$2,968,815.15	\$6,362.74	\$16,338.26
TEXPOOL TMN BALANCE	2.4126%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
First National Bank -ICS	2.2960%	\$3,171,485.98	\$3,171,485.98	\$3,171,485.98	\$3,171,485.98	\$5,880.48	\$14,773.85
American National CDARS MMKT	0.5000%	\$153,190.74	\$153,190.74	\$153,190.74	\$153,190.74	\$65.03	\$192.91
American National Bank -ICS	2.7700%	\$6,095,708.82	\$6,095,708.82	\$6,095,708.82	\$6,095,708.82	\$12,422.02	\$32,411.31
INTRA-MONTH CD ACTIVITY							
PREVIOUS MONTH'S MATURITIES							\$0.00
TOTAL GENERAL FUND		\$36,277,211.71	\$36,277,211.71	\$36,277,211.71	\$36,277,211.71	\$51,759.10	\$124,576.17
FOOD SERVICE FUND							
TEXPOOL BALANCE	2.4126%	\$4,536,831.45	\$4,536,831.45	\$4,536,831.45	\$4,536,831.45	\$9,143.65	\$23,769.99
TEXPOOL Prime BALANCE	2.6131%	\$9,023.12	\$9,023.12	\$9,023.12	\$9,023.12	\$19.29	\$49.58
INTRA-MONTH CD ACTIVITY							
PREVIOUS MONTH'S MATURITIES							\$0.00
TOTAL FOOD SERVICE FUND		\$4,545,854.57	\$4,545,854.57	\$4,545,854.57	\$4,545,854.57	\$9,162.94	\$23,819.57
INTEREST AND SINKING FUND							
TEXPOOL BALANCE	2.4126%	\$235,902.13	\$235,902.13	\$235,902.13	\$235,902.13	\$330.82	\$5,976.49
TEXPOOL Prime BALANCE	2.6131%	\$1,350.81	\$1,350.81	\$1,350.81	\$1,350.81	\$2.92	\$7.47
INTRA-MONTH CD ACTIVITY							\$0.00
PREVIOUS MONTH'S MATURITIES							\$0.00
TOTAL INTEREST AND SINKING FUND		\$237,252.94	\$237,252.94	\$237,252.94	\$237,252.94	\$333.74	\$5,983.96
BOND CONSTRUCTION FUND							
American National MMKT	0.1000%	\$257.57	\$257.57	\$257.57	\$257.57	\$0.02	\$0.06
TEXPOOL BALANCE	2.4126%	\$11,127,523.06	\$11,127,523.06	\$11,127,523.06	\$11,127,523.06	\$15,044.98	\$51,570.70
TEXPOOL Prime BALANCE	2.6131%	\$100,850,298.36	\$100,850,298.36	\$100,850,298.36	\$100,850,298.36	\$216,140.73	\$555,007.21
BOND SAFEKEEPING (Bonds/Treasury Notes Investments)		\$106,532,336.74	\$106,532,336.74	\$106,532,336.74	\$106,532,336.74	\$54,312.31	\$495,194.71
INTRA-MONTH CD ACTIVITY							
PREVIOUS MONTH'S MATURITIES							\$0.00
TOTAL BOND CONSTRUCTION FUND		\$218,510,415.73	\$218,510,415.73	\$218,510,415.73	\$218,510,415.73	\$285,498.04	\$1,101,772.68
WORKER'S COMPENSATION FUND							
TEXPOOL BALANCE	2.4126%	\$565,362.61	\$565,362.61	\$565,362.61	\$565,362.61	\$1,118.90	\$2,879.83
PREVIOUS MONTH'S MATURITIES							
TOTAL WORKER'S COMPENSATION FUND		\$565,362.61	\$565,362.61	\$565,362.61	\$565,362.61	\$1,118.90	\$2,879.83
TOTAL WFISD INVESTMENTS & INTEREST EARNINGS		\$260,136,097.56	\$260,136,097.56	\$260,136,097.56	\$260,136,097.56	\$347,872.72	\$1,259,032.21
TEXPOOL HIGHEST BALANCE 09/30/2022:							
GENERAL OPERATING FUND		\$19,717,015.18					
FOOD SERVICE		\$4,545,854.57					
INTEREST & SINKING FUND		\$237,252.94					
BOND CONSTRUCTION		\$111,977,821.42					
WORKER'S COMPENSATION		\$565,362.61					
MAINTENANCE TAX NOTE		\$0.00					
TOTAL		\$137,043,306.72					

Wichita Falls ISD
Property Tax Collections Report
September 19, 2022

This statement is compiled from the tax collections monthly statement for the month of September 2022 submitted to us by the Wichita County Tax Assessor-Collector, Tommy Smyth.

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

Maintenance & Operations

<u>Original Levy</u>	<u>Adjustments</u>	<u>Adjusted Levy</u>		Sept 1-19,2022	FYTD	YTD	2021-22
				Collections	Collected	Collected	Budget
\$ 46,688,032	\$ (377,807.22)	\$ 861,527	current				
\$ 1,763,513	\$ (270,852.26)	\$ 876,158	prior years				
Current Year				\$ -	-	45,448,697.23	\$ 46,259,864
Prior Years				116,770.39	408,196.58	849,399.42	773,144
Penalty, Interest, & Misc Fees Collected				39,692.28	96,066.32	505,611.66	478,098
Refunds				(492.17)	(28,152.41)	(475,997.37)	
Adjustments				(1,248.13)	(25,317.63)	(647,362.85)	
Totals				\$ 154,722.37	450,792.86	45,680,348.09	47,511,106
Uncollected Levy						\$ 1,737,685	

Interest & Sinking

<u>Original Levy</u>	<u>Adjustments</u>	<u>Adjusted Levy</u>		Sept 1-19,2022	FYTD	YTD	z
				Collections	Collected	Collected	Budget
\$ 21,106,705	\$ (170,796.93)	\$ 389,476	current				
\$ 284,924	\$ (122,445.33)	\$ (33,740)	prior years				
Current Year				\$ -	-	20,546,432.68	\$ 20,774,198
Prior Years				35,490.43	157,054.75	196,215.99	131,003
Penalty, Interest, & Misc Fees Collected				9,713.63	28,570.99	139,461.64	63,892
Refunds				(158.27)	(10,472.85)	(138,570.50)	
Adjustments				(564.25)	(11,445.44)	(294,538.89)	
Totals				\$ 44,481.54	\$ 163,707.45	20,449,000.92	20,969,093
Uncollected Levy	2,093,421					\$ 355,735	

Wichita Falls ISD
Property Tax Collections Report
September 30, 2022

This statement is compiled from the tax collections monthly statement for the month of September 2022 submitted to us by the Wichita County Tax Assessor-Collector, Tommy Smyth.

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

Maintenance & Operations

<u>Original Levy</u>	<u>Adjustments</u>	<u>Adjusted Levy</u>		Sept 20-30,2022	FYTD	YTD	2022-23
\$ 48,220,148	\$ (67,614.17)	\$ 48,048,693	Current	Collections	Collected	Collected	Budget
\$ 1,737,685	\$ (26,459.01)	\$ 1,683,525	Prior Years				
Current Year				\$ 103,841.22	103,841.22	103,841.22	\$ 46,542,933
Prior Years				27,701.35	435,897.93	27,701.35	772,340
Penalty, Interest, & Misc Fees Collected				7,913.25	103,979.57	7,913.25	483,767
Refunds				0.00	(28,152.41)	-	
Adjustments				(94,073.18)	(119,390.81)	(94,073.18)	
Totals				\$ 45,382.64	496,175.50	45,382.64	47,799,040
Uncollected Levy						\$ 49,732,217	

Interest & Sinking

<u>Original Levy</u>	<u>Adjustments</u>	<u>Adjusted Levy</u>		Sept 20-30,2022	FYTD	YTD	2022-23
\$ 23,515,276	\$ (32,973.11)	\$ 23,431,663	Current	Collections	Collected	Collected	Budget
\$ 355,736	\$ (12,903.16)	\$ 332,087	Prior Years				
Current Year				\$ 50,639.64	\$ 50,639.64	50,639.64	\$ 21,533,486
Prior Years				10,745.77	167,800.52	10,745.77	144,744
Penalty, Interest, & Misc Fees Collected				2,349.73	30,920.72	2,349.73	73,410
Refunds				0.00	(10,472.85)	-	
Adjustments				(45,876.27)	(57,321.71)	(45,876.27)	
Totals				\$ 17,858.87	\$ 181,566.32	17,858.87	21,751,640
Uncollected Levy						\$ 23,763,750	

Wichita County

YEAR-TO-DATE SUMMARY PART C

002 - WICHITA FALLS I.S.D.

CURRENT YEAR INFORMATION Start Financial Year 09/28/2021 12

Start Value	7,440,109,333	Start Exemption	2,155,070,860	Start Taxable	5,285,038,473	Rate	1.365100	Actual Start Levy	67,794,737.16	Start Frozen Loss	4,351,324.21	Start + Frozen	72,146,061.37
Adjusted Value	7,434,197,958	Adjusted Exemption	2,185,515,689	Adj Taxable	5,248,682,269	Rate	1.365100	Actual Current Levy	67,224,496.44	Adj Frozen Loss	4,424,723.72	Act Levy + Act Frozen	71,649,220.16
Start Value	7,440,109,333	Net Value Adj	(5,911,375)	Start Value + Net Value Adj	7,434,197,958			Actual Current Value	7,434,197,958	Other Loss	0.00		
Start Exemption	2,155,070,860	Net Exmp Adj	30,444,829	Start Exemp + Net Exmp Adj	2,185,515,689			Actual Current Exemption	2,185,515,689				

YEAR	NET START BALANCE	NET MTD ADJ	NET YTD ADJ	NET MTD PAID	NET YTD PAID	CALC BALANCE AS OF 09/20/2022	REFUNDS DUE	COL %
1972	0.00	0.00	3.36	0.00	3.36	0.00	0.00	100.00
1973	0.00	0.00	3.48	0.00	3.48	0.00	0.00	100.00
1974	0.00	0.00	6.30	0.00	6.30	0.00	0.00	100.00
1975	53.03	0.00	6.30	0.00	16.10	43.23	0.00	27.13
1976	9.70	0.00	5.88	0.00	5.88	9.70	0.00	37.74
1977	46.70	0.00	4.92	0.00	4.92	46.70	0.00	9.53
1978	46.70	0.00	4.92	0.00	4.92	46.70	0.00	9.53
1979	155.82	0.00	5.92	0.00	5.92	155.82	0.00	3.66
1980	70.48	0.00	5.92	0.00	5.92	70.48	0.00	7.74
1981	223.19	0.00	4.38	0.00	4.38	223.19	0.00	1.92
1982	236.98	0.00	15.17	0.00	15.17	236.98	0.00	6.01
1983	425.65	0.00	11.08	0.00	121.49	315.24	0.00	27.81
1984	415.54	0.00	0.43	0.00	217.70	198.27	0.00	52.33
1985	603.32	0.00	0.00	0.00	257.48	345.84	0.00	42.67
1986	645.03	0.00	0.00	0.00	279.01	366.02	0.00	43.25
1987	607.43	0.00	0.00	0.00	280.73	326.70	0.00	46.21
1988	539.16	0.00	0.00	0.00	295.47	243.69	0.00	54.80
1989	960.07	0.00	(119.98)	0.00	289.58	550.51	0.00	34.47
1990	1,254.10	0.00	146.46	0.00	278.80	1,121.76	0.00	19.90
1991	654.45	0.00	56.95	0.00	149.98	561.42	0.00	21.08
1992	649.58	0.00	84.92	0.00	155.23	579.27	0.00	21.13
1993	2,643.78	0.00	(224.17)	0.00	478.06	1,941.55	0.00	19.75
1994	3,370.65	0.00	72.21	0.00	1,044.96	2,397.90	0.00	30.35
1995	3,986.40	0.00	(467.32)	0.00	662.89	2,856.19	0.00	18.83
1996	2,623.33	0.00	(280.21)	0.00	494.48	1,848.64	(0.08)	21.10
1997	3,417.65	0.00	(288.35)	0.00	0.14	3,129.16	0.00	0.00

* = This year and prior years

Wichita County

YEAR-TO-DATE SUMMARY PART C

YEAR	NET START BALANCE	NET MTD ADJ	NET YTD ADJ	NET MTD PAID	NET YTD PAID	CALC BALANCE AS OF 09/20/2022	REFUNDS DUE	COL %
1998	4,718.86	0.00	(863.01)	3.09	45.31	3,810.54	0.00	1.17
1999	5,252.09	(1.34)	(569.89)	1.75	125.80	4,556.40	0.00	2.68
2000	5,376.27	(3.18)	(911.75)	0.00	43.87	4,920.65	(204.00)	0.88
2001	5,068.10	(19.82)	(1,312.55)	17.21	69.42	3,686.13	0.00	1.84
2002	6,283.28	(80.50)	(740.07)	15.64	603.04	4,940.17	(0.01)	10.87
2003	10,183.53	(80.50)	(976.00)	38.62	1,402.72	7,804.81	(0.01)	15.23
2004	17,554.86	(27.79)	(1,127.20)	38.62	1,183.27	15,244.39	0.00	7.20
2005	20,442.16	(10.93)	(1,248.52)	88.13	229.68	18,963.96	0.00	1.19
2006	22,487.66	(24.78)	(1,464.16)	70.18	850.27	20,173.23	0.00	4.04
2007	20,794.11	(21.14)	(1,671.47)	129.39	928.67	18,193.97	0.00	4.85
2008	21,759.88	(21.32)	(2,490.29)	61.10	1,270.75	17,998.84	0.00	6.59
2009	30,829.35	(21.35)	(5,759.36)	120.78	1,556.71	23,513.28	0.00	6.20
2010	28,978.88	(19.37)	(2,002.64)	73.00	1,655.93	25,320.31	0.00	6.13
2011	41,233.97	(19.44)	(9,012.99)	72.05	1,802.37	30,418.61	0.00	5.59
2012	54,122.95	(19.53)	(1,626.64)	121.16	3,147.55	49,348.76	0.00	5.99
2013	69,071.87	(72.51)	(2,359.15)	208.81	7,581.29	59,131.43	0.00	11.36
2014	77,268.26	(119.43)	(29,521.05)	171.89	(19,712.90)	67,460.11	0.00	0.00
2015	79,449.65	(129.42)	(50,647.67)	445.96	(36,651.23)	65,453.21	0.00	0.00
2016	109,381.03	(132.92)	(35,329.45)	1,307.76	(8,587.70)	82,639.28	0.00	0.00
2017	136,368.14	(136.61)	(35,913.09)	1,236.08	(445.92)	100,900.97	0.00	0.00
2018	257,561.42	(56.64)	(30,003.92)	21,786.34	76,437.74	151,119.76	0.00	33.59
2019	363,082.58	(45.04)	(25,153.04)	22,280.32	131,136.52	206,793.02	0.00	38.80
2020	637,030.28	(331.51)	(130,015.68)	27,052.38	197,198.40	309,816.20	0.00	38.89
2021	67,794,737.16	(417.31)	(570,240.72)	76,920.56	66,440,897.89	783,598.55	0.00	98.83
TOTAL	69,843,175.08	(1,812.38)	(941,901.74)	152,260.82	66,807,851.80	2,093,421.54	(204.10)	

* = This year and prior years

YEAR-TO-DATE SUMMARY PART C

002 - WICHITA FALLS I.S.D.

CURRENT YEAR INFORMATION Start Financial Year 09/21/2022 12

Start Value	8,742,377,417	Start Exemption	2,927,913,398	Start Taxable	5,814,464,019	Rate	1.296500	Calc Start Levy	75,384,526.01	Actual Start Levy	71,735,423.72	Start Frozen Loss	3,649,099.07	Start + Frozen	75,384,522.79
Adjusted Value	8,742,337,862	Adjusted Exemption	2,932,928,441	Adj. Taxable	5,809,409,421	Rate	1.296500	Calc Adj Levy	75,318,993.14	Actual Current Levy	71,634,836.44	Adj Frozen Loss	3,681,594.03	Act Levy + Act Frozen	75,316,430.47
Start Value	8,742,377,417	Net Value Adj	(39,555)	Start Value + Net Value Adj	8,742,337,862			Actual Current Value	8,742,337,862	Other Loss	2,559.42				
Start Exemption	2,927,913,398	Net Exmp Adj	5,015,043	Start Exemp + Net Exmp Adj	2,932,928,441			Actual Current Exemption	2,932,928,441						

YEAR	NET START BALANCE	NET MTD ADJ	NET YTD ADJ	NET MTD PAID	NET YTD PAID	CALC BALANCE	REFUNDS DUE	COL %
AS OF 09/30/2022								
1975	43.23	0.00	0.00	0.00	0.00	43.23	0.00	0.00
1976	9.70	0.00	0.00	0.00	0.00	9.70	0.00	0.00
1977	46.70	0.00	0.00	0.00	0.00	46.70	0.00	0.00
1978	46.70	0.00	0.00	0.00	0.00	46.70	0.00	0.00
1979	155.82	0.00	0.00	0.00	0.00	155.82	0.00	0.00
1980	70.48	0.00	0.00	0.00	0.00	70.48	0.00	0.00
1981	223.19	0.00	0.00	0.00	0.00	223.19	0.00	0.00
1982	236.98	0.00	0.00	0.00	0.00	236.98	0.00	0.00
1983	315.24	0.00	0.00	0.00	0.00	315.24	0.00	0.00
1984	198.27	0.00	0.00	0.00	0.00	198.27	0.00	0.00
1985	345.84	0.00	0.00	0.00	0.00	345.84	0.00	0.00
1986	366.02	0.00	0.00	0.00	0.00	366.02	0.00	0.00
1987	326.70	0.00	0.00	0.00	0.00	326.70	0.00	0.00
1988	243.69	0.00	0.00	0.00	0.00	243.69	0.00	0.00
1989	550.51	0.00	0.00	0.00	0.00	550.51	0.00	0.00
1990	1,121.76	0.00	0.00	0.00	0.00	1,121.76	0.00	0.00
1991	561.42	0.00	0.00	0.00	0.00	561.42	0.00	0.00
1992	579.27	0.00	0.00	0.00	0.00	579.27	0.00	0.00
1993	1,941.55	0.00	0.00	0.00	0.00	1,941.55	0.00	0.00
1994	2,397.90	0.00	0.00	0.00	0.00	2,397.90	0.00	0.00
1995	2,856.19	0.00	0.00	0.00	0.00	2,856.19	0.00	0.00
1996	1,848.64	0.00	0.00	12.72	12.72	1,835.92	(0.08)	0.68
1997	3,129.16	0.00	0.00	0.00	0.00	3,129.16	0.00	0.00
1998	3,810.54	0.00	0.00	0.00	0.00	3,810.54	0.00	0.00
1999	4,556.40	0.00	0.00	0.00	0.00	4,556.40	0.00	0.00
2000	4,920.65	0.00	0.00	0.00	0.00	4,920.65	(204.00)	0.00

* = This year and prior years

Wichita County

YEAR-TO-DATE SUMMARY PART C

YEAR	NET START BALANCE	NET MTD ADJ	NET YTD ADJ	NET MTD PAID	NET YTD PAID	CALC BALANCE AS OF 09/30/2022	REFUNDS DUE	COL %
2001	3,686.13	0.00	0.00	0.00	0.00	3,686.13	0.00	0.00
2002	4,940.17	0.00	0.00	0.00	0.00	4,940.17	(0.01)	0.00
2003	7,804.81	0.00	0.00	3.23	3.23	7,801.58	(0.01)	0.04
2004	15,244.39	0.00	0.00	0.00	0.00	15,244.39	0.00	0.00
2005	18,963.96	0.00	0.00	0.00	0.00	18,963.96	0.00	0.00
2006	20,173.23	0.00	0.00	0.00	0.00	20,173.23	0.00	0.00
2007	18,193.97	0.00	0.00	0.00	0.00	18,193.97	0.00	0.00
2008	17,998.84	0.00	0.00	0.00	0.00	17,998.84	0.00	0.00
2009	23,513.28	0.00	0.00	0.00	0.00	23,513.28	0.00	0.00
2010	25,320.31	0.00	0.00	(0.85)	(0.85)	25,321.16	0.00	0.00
2011	30,418.61	0.00	0.00	0.27	0.27	30,418.34	0.00	0.00
2012	49,348.76	0.00	0.00	33.34	33.34	49,315.42	0.00	0.06
2013	59,131.43	0.00	0.00	1.45	1.45	59,129.98	0.00	0.00
2014	67,460.11	0.00	0.00	18.75	18.75	67,441.36	0.00	0.02
2015	65,453.21	0.00	0.00	131.70	131.70	65,321.51	0.00	0.20
2016	82,639.28	0.00	0.00	133.63	133.63	82,505.65	0.00	0.16
2017	100,900.97	0.00	0.00	215.69	215.69	100,685.28	0.00	0.21
2018	151,119.76	242.05	242.05	1,006.75	1,006.75	150,355.06	0.00	0.66
2019	206,793.02	383.88	383.88	1,262.55	1,262.55	205,914.35	(60.79)	0.60
2020	309,816.20	(9,552.80)	(9,552.80)	5,019.08	5,019.08	295,244.32	(9,674.89)	1.67
2021	783,598.55	(30,435.30)	(30,435.30)	30,608.81	30,608.81	722,554.44	(29,687.17)	4.06
2022	71,735,423.72	(100,587.28)	(100,587.28)	154,480.86	154,480.86	71,480,355.58	(160.71)	0.21
TOTAL	73,828,845.26	(139,949.45)	(139,949.45)	192,927.98	192,927.98	73,495,967.83	(39,787.66)	

WICHITA FALLS ISD BOARD OF TRUSTEES
November 8, 2022

Agenda Item:	October, 2022 Budget Amendments
Administrator Responsible:	Leah Horton, Chief Financial Officer
Attachments:	Attachment
<input checked="" type="checkbox"/> Action Needed <input type="checkbox"/> Future Action <input type="checkbox"/> Information <input type="checkbox"/> Report	

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees approves the attached budget amendments to the 2022-2023 budgets, as detailed on the attached Budget Amendment report. These amendments are submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

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

Fiscal Note:

General Operating revenues reflect no change and expenditures reflect a change of \$8,687 resulting in a total budgeted deficiency of expenditures over revenues of \$4,597,667.

There are no proposed amendments to the Food Service or Debt Service budgets.

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

Memorandum

To: Dr. Donny Lee, Superintendent
From: Leah Horton, Chief Financial Officer
Date: November 8, 2022
Subject: October 2022 Budget Amendments/Revisions

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

Campus/Dept.	Amount	From Function	To Function
001 – Hirsch High School Staff Dev Travel	\$2,000	11	13
002 – Rider High School UIL Contest Fees	\$900	11	36
Staff Band Dues	\$100	11	13
Interpreter Services	\$158	11	61
108 – Cunningham Elementary TEPSA Dues	\$430	11	23
Admin Supplies	\$900	11	23
Print Shop Needs	\$150	11	23
Interpreters for Parents	\$700	11	61
123 – Sheppard Elementary Substitutes	\$190	11	13
125 – Booker T Washington Elementary Admin Supplies	\$930	11	23
131 – Zundy Elementary Postage	\$30	11	23
928 – Social & Emotional Learning Parent Engagement	\$200	11	61
931 – PE/Health CPR Instructor Course	\$50	11	13
935 – Special Education Instructional Supplies	\$1,400	41	11
Student Travel	\$100	31	11
Speech Teletherapy	\$2,459	41	11
900 – Athletics SRO for Graham JH Games	\$206	36	52
950 – Limited English Prof (LEP) Extra Duty Pay	\$965	13	11

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

<u>Campus/Dept.</u>	<u>Account</u>	<u>Amount</u>
District Police Officer Pay Correction	199 E 52 6129 00 855 0 99 SRO	8,687.23

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

**Wichita Falls Independent School District
General Operating Fund Budget
Oct-22**

	Original Operating Fund 199 Oct	Proposed Transfers & Revisions Increase/ (Decrease)	Amended Operating Fund 199 Oct
Revenues:			
5700 - Local Revenues	\$ 48,600,776	\$ -	\$ 48,600,776
5800 - State Program Revenues	62,817,597	-	62,817,597
5900 - Federal Program Revenues	3,240,670	-	3,240,670
Total Revenues	<u>\$ 114,659,043</u>	<u>\$ -</u>	<u>\$ 114,659,043</u>
Expenditures			
11 - Instruction	\$ 72,022,788	(1,814)	\$ 72,020,974
12 - Instructional Resources and Media Services	1,500,337	-	1,500,337
13 - Curriculum and Instructional Staff Development	861,046	1,375	862,421
21 - Instructional Leadership	2,029,331	-	2,029,331
23 - School Leadership	7,624,486	2,440	7,626,926
31 - Guidance, Counseling and Evaluation Services	4,032,479	(100)	4,032,379
32 - Social Work Services	439,045	-	439,045
33 - Health Services	1,950,871	-	1,950,871
34 - Student Transportation	3,019,800	-	3,019,800
36 - Cocurricular/Extracurricular Activities	4,200,243	694	4,200,937
41 - General Administration	3,655,989	(3,859)	3,652,130
51 - Plant Maintenance and Operations	12,019,408	-	12,019,408
52 - Security and Monitoring Services	885,039	8,893	893,932
53 - Data Processing Services	3,162,179	-	3,162,179
61 - Community Services	12,650	1,058	13,708
71 - Debt Service	1,184,062	-	1,184,062
81 - Facilities Acquisition and Construction	-	-	-
93 - Payments to Fiscal Agent	100,000	-	100,000
95 - Payments to JJAEP	40,000	-	40,000
99 - Other Intergovernmental Charges	706,046	-	706,046
Total Expenditures	<u>\$ 119,445,798</u>	<u>\$ 8,687</u>	<u>\$ 119,454,485</u>
Other Financing Sources (Uses)			
Sale of Real & Personal Property	\$ 30,000	\$ -	\$ 30,000
Transfer in from Food Service Fund	342,776	-	342,776
Transfer to Capital Projects for Stadium Maintenance	(75,000)	-	(75,000)
Transfer to Capital Projects for Athletics	(50,000)	-	(50,000)
Transfer to Capital Projects for Fine Arts	(50,000)	-	(50,000)
	-	-	-
Excess (Deficiency) of Revenues Over Expenditures	<u>\$ (4,588,980)</u>	<u>\$ (8,687)</u>	<u>\$ (4,597,667)</u>

**Wichita Falls Independent School District
Food Service Budget
Oct-22**

	Original Child Nutrition Funds 240 & 242 Oct	Increase/ (Decrease)	Amended Child Nutrition Funds 240 & 242 Oct
Revenues:			
Local Revenues	\$ 830,901	\$ -	\$ 830,901
State Program Revenues	36,000	-	36,000
Federal Program Revenues	6,636,918	-	6,636,918
Total Revenues	\$ 7,503,819	\$ -	\$ 7,503,819
Expenditures			
Instruction			
Instructional Resources and Media Services			
Curriculum and Instructional Staff Development			
Instructional Leadership			
School Leadership			
Guidance, Counseling and Evaluation Services			
Health Services			
Student Transportation			
Food Services	\$ 6,933,443	\$ -	\$ 6,933,443
Cocurricular/Extracurricular Activities			
General Administration			
Plant Maintenance and Operations			
Security and Monitoring Services			
Data Processing Services			
Community Services			
Facilities Acquisition and Construction			
Payments to Fiscal Agent			
Other Intergovernmental Charges			
Total Expenditures	\$ 6,933,443	\$ -	\$ 6,933,443
Other Financing Sources (Uses)			
Operating Transfers In			
Operating Transfers Out to General Operating Fund	\$ (342,776)	\$ -	\$ (342,776)
Excess (Deficiency) of Revenues Over Expenditures	\$ 227,600	\$ -	\$ 227,600

**Wichita Falls Independent School District
Debt Service Budget
Oct 2022**

	Original Debt Service Fund 599 Oct	Increase/ (Decrease)	Amended Debt Service Fund 599 Oct
Revenues:			
Local Revenues	\$ 21,756,639	\$ -	\$ 21,756,639
State Program Revenues	0	-	0
Federal Program Revenues	-		
Total Revenues	\$ 21,756,639	\$ -	\$ 21,756,639
Expenditures			
Instruction			
Instructional Resources and Media Services			
Curriculum and Instructional Staff Development			
Instructional Leadership			
School Leadership			
Guidance, Counseling and Evaluation Services			
Health Services			
Student Transportation			
Food Services			
Cocurricular/Extracurricular Activities			
General Administration			
Plant Maintenance and Operations			
Security and Monitoring Services			
Data Processing Services			
Community Services			
Debt Service	\$ 21,995,847	-	\$ 21,995,847
Facilities Acquisition and Construction			
Payments to Fiscal Agent			
Total Expenditures	\$ 21,995,847	\$ -	\$ 21,995,847
Other Financing Sources (Uses)			
Sale of Bonds			
Excess (Deficiency) of Revenues Over Expenditures	\$ (239,208)	\$ -	\$ (239,208)

WICHITA FALLS ISD BOARD OF TRUSTEES
November 8, 2022

Agenda Item:	RFP 23-04-S Catalog Bid for Local Retail Prepared Food
Administrator Responsible:	Leah Horton, Chief Financial Officer
Attachments:	None
<input type="checkbox"/> Action Needed <input checked="" type="checkbox"/> Future Action <input type="checkbox"/> Information <input type="checkbox"/> Report	

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees award RFP 23-04-S (Supplemental) Catalog Bid for Local Retail Prepared Food (Restaurant, Catering, Baked Goods, Etc) to seven (7) vendors listed on the attached for a period beginning November 14, 2022, through August 31, 2024, as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

RFP 23-04-S is a supplemental bid issued due to low of response on the original RFP offer. RFP 23-04-S was advertised twice in the Times Record News, and issued on WFISD’s electronic bidding platform. Fifty-two (52) vendors received notification of bid and seven (7) submitted a response. Responses were evaluated by Lauren Zotz, Director of Purchasing, and Matthew Cameron, Purchasing Specialist II. Vendors’ goods and services will be utilized on an as-needed basis to support district events, including:

Vendor Name	City, State	Offering	Local Location	RFP Score
Chick-fil-A	Wichita Falls, Texas	Pick-up, Delivery	All Local Locations	100
Circle M Bakery	Wichita Falls, Texas	Pick-up	2716 Old Iowa Park Road	100
Kona Ice NW Texoma	Wichita Falls, Texas	Reservation	Food Truck Only	100
On the Border Mexican Grill	Irving, Texas	Dine-in, Pick-up, Delivered, Catered	3111 Midwestern Pkwy	100
Panera LLC	St. Louis, Missouri	Pick-up, Delivery	3812 Kemp Blvd	100
Texas Roadhouse	Wichita Falls, Texas	Dine-in, Pick-up, Delivered, Catered	3111 Lawrence Road	100
United Supermarkets LLC	Lubbock, Texas	Dine-in, Pick-up, Delivered, Catered	4590 Kell West Blvd	100

The vendors listed are in addition to three awarded vendors on the original RFP 23-04, including McAlister’s, Jason’s Deli, and Pizza Hut (all locations).

Fiscal Note:

Expenditures are from the respective campus/department budgets. This is a multi-year contract which requires the Board of Trustees approval per policy, CH Local.

WICHITA FALLS ISD BOARD OF TRUSTEES
November 8, 2022

Agenda Item:	Rank One Sports
Administrator Responsible:	Leah Horton, Chief Financial Officer
Attachments:	Attachment
<input type="checkbox"/> Action Needed <input checked="" type="checkbox"/> Future Action <input type="checkbox"/> Information <input type="checkbox"/> Report	

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees approve the Rank One Logistics/Sports SAAS Subscription three-year agreement, totaling \$7400 for all years combined, as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

The attached Agreement is for three years of Rank One Sports subscription services. This cloud-based subscription has been utilized by the district since 2015. Functionality has expanded over the years and currently provides ability to organize rosters, track compliance, schedule, communicate with real-time updates, injury and eligibility alerts, documentation of injuries, treatments, and performance, and processing payments.

Price increases of \$300 have been applied for the previous two years, per high school. By securing 3-year while continuing to be billed annually (and reduction to two high schools in Year 3), the district will save \$2,100 (or more). The aggregate fiscal year spend (based on 2021-2022) in the Athletic Digital Online Resources is less than \$10,000 therefore additional quotes were not required and not deemed necessary.

Year	Cost* per High School	Discount/HS	Annual Cost	Savings <i>(*Potential)</i>
1) 2022-2023	\$1,000 (3)	\$200	\$2,400	(\$600)
2) 2023-2024	\$1,000 (3)	\$0	\$3,000	(\$900*)
3) 2024-2025	\$1,000 (2)	\$0	\$2,000	(\$600*)
	(*does not include unknown savings from potential price increases in Year 2 and 3)		Three year savings	(\$2,100*)

Fiscal Note:

This purchase will be paid from budgeted Athletic funds. Multi-year agreements require the Board of Trustees approval per policy, CH Local.



Software as a Service Agreement

between

Rank One

and

Wichita Falls ISD

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THIS AGREEMENT is dated October 21, 2022

Parties

- (1) Rank One an AllPlayers Network, Inc. company incorporated and registered in Texas with company number EIN - 47-1692751 whose registered office is at 2525 McKinnon, Suite 420, Dallas, TX 75201 (“Supplier”)
- (2) Wichita Falls ISD at 1104 Broad St, Wichita Falls, TX 76301 (“Customer”)

Recitals

- (A) The Supplier has developed certain software applications and platforms which it makes available to subscribers via the internet on a pay-per-use basis for the purpose of managing school activities, students and athletes.
- (B) The Customer wishes to use the Supplier's service in its business operations.
- (C) The Supplier has agreed to provide and the Customer has agreed to take and pay for the Supplier's service subject to the terms and conditions of this Agreement.

In consideration of the premises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows

1. Definitions

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

Agreement: this Agreement, and its schedules, executed by Supplier and Customer

Authorized Users: those employees, agents and independent contractors of the Customer who are authorized by the Customer to use the Services and the Documentation.

Business Day: any day which is not a Saturday, Sunday or public holiday in [the US].

Change of Control: the direct or indirect acquisition of either the majority of the voting stock, or of all, or substantially all, of the assets, of a party by another entity in a single transaction or a series of transactions.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 11.5.

Customer Data: the data input by the Customer, Authorized Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Documentation: the document made available to the Customer by the Supplier online via rankone.com or such other web address notified by the Supplier to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.

Effective Date: the date of this Agreement.

Initial Subscription Term: the initial term of this Agreement as set out in Schedule 2.

Normal Business Hours: [8.00 am to 5.00 pm] Central U.S. time, each Business Day.

Renewal Period: the period described in clause 14.1.

Services: the subscription services provided by the Supplier to the Customer under this Agreement via rankone.com or any other website notified to the Customer by the Supplier from time to time, as more particularly described in the Documentation.

Software: the online software applications provided by the Supplier as part of the Services.

Subscription Fees: the subscription fees payable by the Customer to the Supplier for the Subscriptions, as set out in paragraph 1 of Schedule 1.

Subscription Term: has the meaning given in clause 14.1.

Support Services Policy: the Supplier's policy for providing support in relation to the Services as made available at rankone.com or such other website address as may be notified to the Customer from time to time.

Subscriptions: the subscriptions purchased by the Customer pursuant to clause 9.1 which entitle Authorized Users to access and use the Services and the Documentation in accordance with this Agreement.

Virus: any material or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Words in the singular shall include the plural and vice versa.
- 1.6 A reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.8 A reference to writing or written includes e-mails.
- 1.9 References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.

2. Subscriptions

2.1 Subject to the Customer purchasing the Subscriptions in accordance with clause 3.3 and clause 9.1, the restrictions set out in this clause 2 and the other terms and conditions of this Agreement, the Supplier hereby grants to the Customer a limited, revocable, non-sublicensable, fee-based, non-exclusive, non-transferable, non-assignable right to permit the Authorized Users to use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations.

2.2 In relation to the Authorized Users, the Customer undertakes that:

- (a) the Customer will have exclusive management of its Authorized Users as well as total control of which Authorized Users are permitted to access and use the Services and the Documentation;
- (b) it will not allow or suffer any User Subscription to be used by more than one authorized school property nor share individual Authorized User accounts unless it has been reassigned in its entirety to another individual Authorized User or school property, in which case the prior Authorized User or school property shall no longer have any right to access or use the Services and/or Documentation;
- (c) each Authorized User shall keep a secure password for their use of the Services and Documentation, that such password shall be confidential;
- (d) it shall permit the Supplier to audit the Services. Such audit may be conducted no more than once per quarter, at the Supplier's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;
- (e) if any of the audits referred to in clause 2.2(d) reveal that the Customer has underpaid Subscription Fees to the Supplier, the Customer shall pay to the Supplier an amount equal to such underpayment as calculated in accordance with the prices set out in paragraph 1 of Schedule 1 within 30 Business Days of the date of the relevant audit.

2.3 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

- (a) Victimized, harasses, "stalks," degrades, discriminates attacks or intimidates an individual or group of individuals on any basis, including but not limited to religion, gender, sexual orientation, race, ethnicity, age or disability;
- (b) Is unlawful, threatening, abusive, hateful, defamatory, slanderous, libellous, deceptive, fraudulent, invasive of another's privacy, tortious, pornographic, vulgar, profane, obscene, or transmits any information or data that Supplier deems in its sole discretion to be inappropriate;
- (c) Causes damage or injury to any person or property;
- (d) Violates or infringes the rights of others, including without limitation patent, trademark, trade secret, copyright, publicity or other proprietary rights;

- (e) Involves uploading, posting, emailing, transmitting or otherwise making available any material that Customer does not have a right to make available under any law or under contractual or fiduciary relationships;
- (f) Contains any unauthorized personally identifiable information, or other information which might be used to identify or locate an individual;
- (g) Harms minors in any way;
- (h) Impersonates any person, business or entity, including Supplier or its employees in any way falsely states or misrepresents your affiliation with a person or entity;
- (i) Instigates or encourages others to commit illegal activities or cause injury or property damage to any person;
- (j) Encourages conduct that would constitute a criminal offense or that gives rise to civil liability; or
- (k) Otherwise interferes with the use or enjoyment of Services by others;

and the Supplier reserves the right, without liability to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

2.4 The Customer shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by Agreement between the parties:
 - (i) and except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 - (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- (b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
- (c) use the Services and/or Documentation to provide services to third parties; or
- (d) subject to clause 19.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorized Users, or
- (e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2; and

2.5 The Customer shall use all reasonable endeavours to prevent any unauthorized access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorized access or use, promptly notify the Supplier.

2.6 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

3. Additional user subscriptions

3.1 Subject to clause 3.2 and clause 3.3, the Customer may, from time to time during any Subscription Term, purchase additional Subscriptions in excess of the number set out in paragraph 1 of Schedule 1 and the Supplier shall grant access to the Services and the Documentation to such additional Subscribers in accordance with the provisions of this Agreement.

3.2 If the Customer wishes to purchase additional Subscriptions, the Customer shall notify the Supplier in writing or via electronic communication.

3.3 If the Supplier approves the Customer's request to purchase additional Subscriptions, the Customer shall, within 30 days of the date of the Supplier's invoice, pay to the Supplier the relevant fees for such additional Subscriptions as set out in paragraph 1 of Schedule 1 and, if such additional Subscriptions are purchased by the Customer part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

4. Services

4.1 The Supplier shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this Agreement.

4.2 The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

- (a) planned maintenance carried out during the maintenance window of 10:00 pm to 6:00 am Central U.S. time; and
- (b) unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has endeavoured to give the Customer at least 6 Normal Business Hours' notice in advance.

4.3 The Supplier will, as part of the Services and at no additional cost to the Customer, provide the Customer with the Supplier's standard customer support services during Normal Business Hours in accordance with the Supplier's Support Services Policy in effect at the time that the Services are provided. The Supplier may amend the Support Services Policy in its sole and absolute discretion from time to time. The Customer may purchase enhanced support services separately at the Supplier's then current rates.

5. Customer Data

5.1 The Customer owns all rights, title and interest in and to all personally identifiable Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality

of the Customer Data. Customer may input or delete Customer Data from the Services at Customer's sole discretion.

- 5.2 The Supplier shall follow its archiving procedures for Customer Data. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up).
- 5.3 The Supplier shall, in providing the Services, comply with its terms relating to the privacy and security of the Customer Data available at rankone.com or such other website address as may be notified to the Customer from time to time, as such document may be amended from time to time by the Supplier in its sole discretion.
- 5.4 If the Supplier processes any personal data on the Customer's behalf when performing its obligations under this Agreement, the parties record their intention that the Customer shall be the data controller and the Supplier shall be a data processor and in any such case:
- (a) the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to the Supplier so that the Supplier may lawfully use, process and transfer the personal data in accordance with this Agreement on the Customer's behalf;
 - (b) the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
 - (c) the Customer an irrevocable, perpetual, non-exclusive, fully paid, worldwide, assignable, sublicensable license to use, copy, modify, display, distribute, and create derivative works of the Customer Data to perform the Services and in accordance with the terms of this Agreement and any lawful instructions reasonably given by the Customer from time to time; and
 - (d) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data or its accidental loss, destruction or damage.

6. Third Party Providers

The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. The Supplier makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Supplier. The Supplier recommends that the Customer refers

to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

7. Supplier's Obligations

7.1 The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorized contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1. Notwithstanding the foregoing, the Supplier:

- (a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free; nor that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and
- (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

8. Customer's Obligations

The Customer shall:

- (a) provide the Supplier with:
 - (i) all necessary co-operation in relation to this Agreement; and
 - (ii) all necessary access to such information as may be required by the Supplier; in order to render the Services, including but not limited to Customer Data, security access information and configuration services;
- (b) comply with all applicable laws and regulations with respect to its activities under this Agreement;
- (c) carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;

- (d) ensure that the Authorized Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorized User's breach of this Agreement;
- (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to use the Customer Data and perform their obligations under this Agreement, including without limitation the Services;
- (f) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and
- (g) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

9. Charges and Payment

9.1 The Customer shall pay the Subscription Fees to the Supplier for the Subscriptions in accordance with this clause 9 and Schedule 1.

9.2 The Customer shall on the Effective Date provide to the Supplier valid, up-to-date and complete credit card details or approved purchase order information acceptable to the Supplier and any other relevant valid, up-to-date and complete contact and billing details and, if the Customer provides:

- (a) its credit card details to the Supplier, the Customer hereby authorizes the Supplier to bill such credit card:
 - (i) on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and
 - (ii) subject to clause 14.1, on each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period;
- (b) its approved purchase order information to the Supplier, the Supplier shall invoice the Customer:
 - (i) on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and
 - (ii) subject to clause 14.1, at least 30 days prior to each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period,

and the Customer shall pay each invoice within 30 days after the date of such invoice.

9.3 If the Supplier has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of the Supplier:

- (a) the Supplier may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Supplier shall be under no

obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

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

(b) ~~interest shall accrue on such due amounts at an annual rate equal to [3]% over the then current base lending rate of [the Supplier's bankers in the US] at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment.~~

9.4 All amounts and fees stated or referred to in this Agreement:

- (a) shall be payable in U.S. Dollars;
- (b) are, subject to clause 1, non-cancellable and non-refundable;
- (c) ~~are exclusive of sales tax, which shall be added to the Supplier's invoice(s) at the appropriate rate, if transaction is deemed to be a taxable event.~~

9.5 The Supplier shall be entitled to increase the Subscription Fees, the fees payable in respect of the additional User Subscriptions purchased pursuant to clause 3.3 at the start of each Renewal Period upon 90 days' prior notice to the Customer and Schedule 1 shall be deemed to have been amended accordingly.

10. Proprietary Rights

10.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

10.2 The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

11. Confidentiality

11.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

- (a) is or becomes publicly known other than through any act or omission of the receiving party;
- (b) was in the other party's lawful possession before the disclosure;
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or

(e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

11.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

11.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

11.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

11.5 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.

11.6 The Supplier acknowledges that personally identifiable Customer Data is the Confidential Information of the Customer.

11.7 This clause 11 shall survive termination of this Agreement.

Please add 11.8 Supplier understands and acknowledges that District is a governmental entity subject to the Texas Public Information Act. Compliance by District with said Act, or any ruling or determination by the Texas Attorney General's Office shall not be considered a breach of this Agreement.

12. Indemnity

12.1

Replace 12.1 with the following: WFISD agrees that Vendor shall not be liable to WFISD for and WFISD shall, to the extent permitted by the Texas Constitution and Texas laws, indemnify, defend and hold Vendor harmless with respect to, any claim from a third party for any liability, claim, loss, damage, cost or expense of any kind or nature, whether based upon a theory of strict liability or otherwise, caused, directly or indirectly, by: (i) the inadequacy of any item of Equipment, including software, for any purpose; (ii) any deficiency or any latent or other defects in any Equipment, including software, whether or not detectable by WFISD; (iii) the selection, manufacture, purchase, acceptance, rejection, ownership, delivery, installation, lease, possession, maintenance, operation, use or performance of any item of Equipment, including software; (iv) any interruption or loss of service, use or performance of any item of Equipment, including software; (v) patent, trademark or copyright or other intellectual property infringement; (vi) any information whatsoever or the loss, release, unauthorized access, transfer, theft, use or misuse thereof, or (vii) any loss of business or other special, incidental or consequential damages whether or not resulting from any of the foregoing. WFISD's duty to defend and indemnify Vendor shall survive the expiration, termination, cancellation or assignment of this Agreement shall be binding upon WFISD's successors and permitted assigns.

13. ~~Limitation of Liability~~

We would like to request 13. Limitation of Liability be removed

~~IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY NATURE ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF SUCH PARTY WILL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING WILL APPLY REGARDLESS OF THE NEGLIGENCE OR OTHER FAULT OF EITHER PARTY AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY. UNDER NO CIRCUMSTANCES WILL SUPPLIER, ITS AFFILIATES AND/OR RELATED COMPANIES BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR AN AMOUNT GREATER THAN THE AGGREGATE AMOUNTS PAID BY CUSTOMER IN THE~~

~~PREVIOUS TWELVE MONTHS, EXCLUDING ANY IMPLEMENTATION FEES OR TRAINING FEES HEREUNDER.~~

14. Term and Termination

14.1 This Agreement shall, unless otherwise terminated as provided in this clause 14, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this Agreement shall be automatically renewed for successive periods of 36 months (each a Renewal Period), unless:

- (a) either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- (b) otherwise terminated in accordance with the provisions of this Agreement;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the Subscription Term.

14.2 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement without liability to the other if the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach.

14.3 On termination of this Agreement for any reason:

- (a) all licences granted under this Agreement shall immediately terminate;
- (b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- (c) the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

15. Force Majeure

The Supplier shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

16. Waiver

~~16.1 A waiver of any right under this Agreement is only effective if it is in writing and it applies only~~

Remove 16.1 and 16.2 and replace with: The District is not liable for payment of consequential damages to other parties pursuant to Local Government Code Section 271.153((b)(1).

~~do not exclude rights provided by law.~~

17. Severance

17.1 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

17.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

18. Entire Agreement

18.1 This Agreement, schedules, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover.

18.2 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

19. Assignment

19.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

19.2 ~~Remove 19.2 and replace with: The Supplier shall not, without the prior written consent of the Customer, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.~~

20. No Partnership or Agency

Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorize either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

21. Third Party Rights

This Agreement does not confer any rights on any person or party other than the parties to this Agreement and, where applicable, their successors and permitted assigns.

22. Notices

22.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number, or through electronic transmittal in accordance with other electronic exchanges as set out in this Agreement.

22.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender). A notice sent by electronic transmittal shall be deemed to have been received at the time of transmission (as shown by the timed stamp obtained by the sender).


23. Governing Law, Venue and Jurisdiction

23.1 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of the State of Texas.

23.2 Neither party will commence or prosecute any action, suit, proceeding or claim arising out of or related to this Agreement other than in the state or federal courts located in Dallas County, State of Texas. ~~Each party hereby irrevocably consents to the jurisdiction and venue of such courts in connection with any such action, suit, proceeding or claim. In any suit, arbitration, mediation or other action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party will be entitled to recover its costs, including reasonable attorneys' fees, including without limitation, costs and fees incurred on appeal or similar action.~~

Remove lines and replace with: In any adjudication of a claim for breach of contract under this Agreement, reasonable and necessary attorneys' fees that are equitable and just may be awarded to the prevailing party. Otherwise, no provision of this Agreement is a waiver of any immunity or defense or consent to suit.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by 
for and on behalf of Supplier

..... Rank One Sport

Signed by _____
for and on behalf of Customer

.....
Customer

Schedule 1 Subscription Fees

1. Subscription Fees by Year

July 1, 2022 – June 30, 2023: \$800 per High School.

July 1, 2023 – June 30, 2024: \$1,000 per High School.

July 1, 2024 – June 30, 2025: \$1,000 per High School.

2. Onsite Training Fee (Optional)

The onsite training fee shall be \$500 per trainer per four-hour period plus any travel expenses

3. Form(s) Creation

The Supplier's will create 5 custom forms for the Customer for a total cost of \$0.00 (zero). Additional forms are available on demand for \$150 per form.

Schedule 2 Subscription Term

1. Initial Subscription Term: 36 months

THIS SECTION LEFT BLANK INTENTIONALLY

Rank One Sport Plus Health PrivacyPolicy

 rankone.com/content/Home/PrivacyPolicy

Privacy Policy

PRIVACY POLICY



LAST UPDATED: 04/30/2021

In an effort to make website Terms and Privacy information easier to understand for most visitors, AllPlayers Network is joining other software providers and adding a new section called WHAT YOU WANT TO KNOW, which provides a summary of critical information most visitors are seeking.

WHAT YOU WANT TO KNOW

AllPlayers uses industry standard cookies to track very basic information about your actions on our Site, such as landing pages, exit pages, time on the site, location (as in city you are from, not home address), operating system and search terms used to locate us. That is not a complete list, because there are forms people fill out to participate in activities and other interactions you have with the school and/or military base using our software. However, for most people who assume websites are tracking every little bit of data about them, you may rest assured AllPlayers is not that type of site, nor do we have partners who would support malicious tracking. With that said it is always a good idea to keep your cookies and sessions cleaned out frequently, because Google, Amazon and virtually every large organization are very good at tracking your actions, and we do use them to help with some services.

For example we use Google Adwords to place ads relevant to you on our site, and we use Google Adsense to track the information listed above. We also use Amazon AWS to manage and host some of our storage and services. Because we use Google Adsense, and they know a lot about your web activity you may see advertisements that are unrelated to our Site.

Third-party shared data. We have several brands we own, which are listed toward the end of this document, and because they have different URLs we call them third-party services. We share information between these services to make your utilization of our software easier, but we do not sell your identifiable information to third-party organizations.

In summary, we do not sell your identifiable data, and we do everything we can to ensure your trust and patronage is rewarded, not exploited.

Now here is the legal stuff that states and merchant services providers require.

This privacy policy ("Privacy Policy") governs the specific Internet website, application or other interactive service that includes an authorized link to this Privacy Policy and all other websites, applications and other interactive services you also use that are offered by AllPlayers Network, Inc., ("APN") for use on mobile devices, tablets, personal computers and other devices, which includes the websites and online services, (collectively, the "Site"). By accessing any of the Site, you are consenting to this Privacy Policy. This Privacy Policy describes what information the Site collects from users, including children, when they visit the Site; how such information is used and stored; when such information may be disclosed to third parties; what kind of third parties may receive this information; how users, parents, and guardians can control the use and disclosure of collected information; and how information is protected.

Your privacy is important to us, and we recognize the need to provide additional privacy protection for children on the Site permitting such visitors. Our privacy practices are guided by the United States' Children's Online Privacy Protection Act of 1998, as well as data privacy laws in the United States and other applicable countries. Younger visitors should always check with their parents or guardians before entering information on any website or mobile application and we encourage families to discuss their household guidelines regarding the online sharing of personal information.

I. INFORMATION COLLECTION AND USE.

We may request or collect certain information when you visit the Site. However, visitors are required to share only the information that is reasonably necessary to participate in the particular activity. **You may remove any information you provide to the Site at any time, at your sole discretion.**

A. Registration Information: The information required to register varies by Site, but may include: (a) birth date; (b) gender; (c) country; (d) state; (e) zip code; (f) user name and password; (g) wireless telephone number; (h) email address; and (i) other profile information such as identifiers, school, athletic information, communications preferences, and interests. If the Site either is directed to children under 13 or has actual knowledge that a user is under 13 years old, the child may be asked to provide his or her parent's or guardian's email address.

Registration information is used to enable visitors to log into their accounts across different devices and platforms; take advantage of the Site, Site's service offerings; respond to requests for products, services, and information; send communications to users in connection with their account; manage schedules; serve appropriate material; customize the content you see

when you visit the Site; and offer visitors special offers and promotions from the Site, as well as on behalf of selected third parties offering products, programs or services, that we believe may be of interest to you.

B. Social Platform Registrations and Social Media Plugins: Some of the Site permit or require users who are at least 13 years old to register or log into their account via a social networking platform such as Login with Facebook or Google, or permit you to use social media plugins such as the Facebook "Like" or Google "+1" buttons. When you use these social networking platforms and plugins, your username and password for the services and other information available about you or collected from you on these services may be shared with us.

When you use social networking platforms and plugins, you share your information with them and their privacy policy applies to their collection, use, and disclosure of such information. In addition, they may be able to collect information about you, including your activity on the Site, and they may notify your connections on the social networking platform about your use of the Site. Such services may also employ unique identifiers which allow your activity to be monitored across multiple websites for purposes of delivering more targeted advertising to you.

C. Computer Information Collected by Us: When visitors come to a Site, we may automatically collect certain information from their computers or mobile devices, such as the type of computer operating system (e.g., Windows XP or Mac OS), the visitor's IP address, the web browser (e.g., Internet Explorer, Safari, Chrome and Firefox), UDID (for certain mobile devices), information about the websites visited before and after visiting the Site, the web pages and advertisements viewed and links clicked on within the Site, interactions with e-mail messages sent by a site (e.g., links clicked on and whether the messages were opened or forwarded), information collected through the use of unique identifiers such as cookies (see below), information regarding the Internet service provider, and other standard server log information ("Computer Information").

We may use cookies, web beacons, tokens or similar technologies (collectively referred to as "Tracking Technologies") on the Site. "Cookies" (which may be html files or other technology) are text files that help store user preferences and activity. "Web beacons" (also known as image tags, gif or web bugs) are small pieces of code used to collect advertising data, such as counting page views, promotion views or advertising responses. "Tokens" are unique persistent identifiers that are generated and sent from a server, such as Adobe's Pass service, to a user's device to identify an interaction session, such as the authentication for a user's cable provider service, and which are usually stored as an HTTP cookie. The Site and/or third parties may use Tracking Technologies to collect Computer Information automatically as you browse the Site and the web.

We may use Tracking Technologies to help tailor our content, allow users to move between certain sites without logging into each site, enable the internal functioning of the Site, understand the Site and internet usage, improve or customize the content, offerings or advertisements on the Site, personalize your experience on the Site (for example, to recognize you by name when you return to the Site), understand your interactions with email messages originating from the Site (such as the links clicked on and whether the messages were opened or forwarded), save your password, save your settings, enable you to use shopping carts, help us offer you products, programs or services that may be of interest to you, deliver relevant advertising, maintain and administer the Site. These Tracking Technologies collect "click stream" data and additional other information regarding your visits to the Site (such as your visits to specific webpages, use of features, purchasing history or preferences), may collect such other information across multiple sessions on the Site and other websites and may also collect your IP address or some other identifier unique to the device you use to access the site ("Identifier"). An Identifier may be automatically assigned to any device you use to access the Site.

By visiting a Site, whether as a registered user or otherwise, you acknowledge, understand and hereby agree that you are giving us your consent to set and access Cookies on your device and track your activities and your use of a Site through these Tracking Technologies and Identifiers and that we may use Tracking Technologies in the emails we send to you.

D. Computer Information Collected By Others: APN uses the services of third parties who may collect, use or disclose cookie information, IP addresses or other identifiers from devices and/or browsers of users who visit Site. Site use a variety of third-party advertising networks, data exchanges, traffic measurement service providers, marketing analytics service providers, and other third-party service providers (collectively, "Third Party Advertising Service Providers") to, for example, serve advertisements on the Site, facilitate targeting of advertisements, and measure and analyze advertising effectiveness and/or traffic on the Site ("Targeting Services"). These Targeting Services enable us to display advertisements based on your visits to the Site and other websites you have visited and may include delivering advertisements or other content for products and services that may interest you. Targeting Services also help prevent you from seeing repeated advertisements and enable us to research the usefulness of certain advertisements.

These Third Party Advertising Service Providers do not have access to Tracking Technologies set by the Site except to the extent necessary to provide services to the Site. The Third Party Advertising Service Providers, as well as advertisers, may themselves set and access their own Tracking Technologies on your device if you choose to have Tracking Technologies enabled in your browser and/or they may otherwise have access to other information about you. In addition, Third Party Advertising Service Providers may collect aggregate log data separately and independently from what the Site collect.

You should be aware that different rules might apply to the collection, use or disclosure of your information by third parties in connection with their advertisements, promotions and other websites you encounter on the Internet. The use of such technology by these third parties is within their control and not the Site. Even if we have a relationship with the third party, we do not control those sites or their policies and practices regarding your information and those sites may use the information they collect from you consistent with their own privacy policies, which we encourage you to review. We encourage you to research and direct any of your questions in this regard to these third parties.

E. Contests, Sweepstakes and Promotions: The Site may offer online contests, sweepstakes and promotions. To enter these contests, sweepstakes and promotions, you may be required to provide your first name and email address and/or additional information required for the management of the contest, sweepstakes or promotion.

F. Electronic Newsletters: Visitors can provide their email addresses to receive email newsletters and promotions from APN and our business partners. Visitors may change their preferences regarding emails at any time through the unsubscribe link in the newsletters or, for certain Site, by logging into and changing the preferences for their account.

G. Interactive Features and Services: Some of the Site offer interactive features and services, such as message boards and comment boxes. We use the information collected through interactive features and services to enable you to participate in such features and services.

H. Text Messaging Marketing and Promotions: Consistent with local law, appropriately aged visitors may have the opportunity to register for special promotions, services, news, programming and information delivered via text messaging ("Text Services"). If we do so, we will require your prior express consent for any Text Services in accordance with the nature of the Text Service and applicable laws, rules and regulations.

When you register for Text Services, you acknowledge, understand and agree that you may be charged by your wireless carrier for the ability to send or receive all such messages. The standard messaging rates of your wireless carrier shall apply to all Text Services, unless noted otherwise. Under no circumstances will APN be responsible for any wireless email or text messaging charges incurred by such visitor or by a person that has access to a visitor's wireless device, telephone number, or email address. If you change or deactivate your wireless telephone number, you agree to notify us when your wireless telephone number is no longer associated with you and identify such wireless phone number to ensure that future messages directed to you are not sent to the person to whom your old number has been or will be assigned. We may share your personal information with the operational service providers that assist us in delivering Text Services and similar services to you and as otherwise provided in Disclosure to Third Parties below.

I. Geolocation Information: We may collect and store information about your geographic location, but we will only collect precise geolocation information sufficient to identify street name and name of a city or town on Site that either are directed to users. You may be able to change the settings on your computer or mobile device to prevent it from providing us with such information. We use this information, for example, to enable visitors to take advantage of Site offerings; respond to visitor's requests for products, services, and information; manage schedules; customize the content visitors see when visiting the Site; and to offer visitors special offers and promotions from Site, as well as on behalf of selected third parties offering products, programs or services that we believe may be of interest to our visitors. By accepting this Privacy Policy and using the applicable Site, you hereby consent to the collection and storage of such geolocation information as described above.

J. Financial Information: We collect and use financial information, such as credit card numbers and security codes, as required for the use of the Site and its services.

K. Other Data Collection and Use.

We collect search query information when visitors search for information on the Site. We also collect information from visitors when they contact us with questions and comments.

We may use this information, along with any of the other information described above, to (i) analyze use of the Site and understand and improve our service offerings; (ii) prevent potentially prohibited or illegal activities; and (iii) for any other purposes disclosed to you at the time we collect your information or pursuant to your consent.

We may combine information collected through the Site with information we collect from other sources (*e.g.*, social media integration services, offline records or publicly available information). It is your responsibility to provide complete and accurate information and to keep such information up to date. We are not responsible for any problem or liability arising from your failure to do so.

II. DISCLOSURE TO THIRD PARTIES.

We may share your information with third parties for the limited purposes described below. In the U.S., parents of children under the age of 13 have the option of consenting to the collection and use of their child's personal information without consenting to the disclosure of that information to certain third parties.

A. Law Enforcement and Safety.

You acknowledge, consent, and agree to the extent legally permissible in your jurisdiction to allow us to access, preserve, and/or disclose the information we collect and/or content you provide to us (including information you may have posted on bulletin boards or internal site communication systems) to a law enforcement agency or other third parties if required to do so by law or with a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Terms of Use of the respective Site; (c) respond to claims that the content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of the owners of the Site, any user of the Site, a third party or the general public. We also may disclose user information whenever we believe disclosure is necessary to limit our legal liability; to protect or defend our rights or property; or protect the safety, rights, or property of others.

If you have concerns about the conduct of a particular user, please send an e-mail support@rankonesport.com.

B. Schools and Agents.

Information collected through the Site may be transferred, disclosed or shared with third parties, including but not limited to, schools, military bases, and athletic departments, engaged by us to handle and deliver certain services and to perform other technical and processing functions. We may provide these third parties information collected as needed to perform their functions, but they are prohibited from using it for other purposes. Some of these agents, such as payment processors, may request additional information during the course of offering their services.

C. Third Parties/Advertisers.

APN uses the services of third parties who may collect, use or disclose cookie information, IP addresses or other identifiers from devices and/or browsers of users who visit Site. Some Site partner work with outside third parties to provide you with additional content, products, or services that they believe may be of interest. These partners operate websites and services that are separate and independent from the Site and, accordingly, may have their own privacy policies.

D. Co-Branded Sites and Features

Site offers co-branded services and features, such as events and promotions that we put together with other companies ("Co-Branded Partner"). Such services may be hosted on a Site and/or our Co-Branded Partner's website. We may share your information with our Co-Branded Partner and your voluntary use of or participation in a co-branded service or feature means that you opt-in and affirmatively consent to both the Site and our Co-Branded Partner collecting and using the information you provide during registration and/or in connection

with the specific co-branded feature for fulfillment, marketing or administrative purposes. If you wish to opt-out of a Co-Branded Partner's future use of your information for marketing purposes, you will need to contact the Co-Branded Partner directly.

E. Affiliated Businesses

The Site are part of a family of companies. Where permitted by law, we may share information we collect about you within the websites of our affiliated companies' and other affiliated businesses so that we can, for example, provide you with information about products and services that might interest you.

F. Business Transfer

In the event that assets relating to one or more of the Site are transferred or sold to another entity as a result of, for example, a corporate sale, merger, consolidation, asset sale, or in the unlikely event of bankruptcy, information collected at the Site may be transferred to the acquiring company.

G. With Your Consent We may otherwise disclose your information pursuant to your consent.

III. SECURITY, STORAGE AND RETENTION OF INFORMATION.

The Site maintain reasonable technical and organizational steps to help ensure that information collected is secure, including limiting the number of people who have physical access to our database servers and use of electronic security systems and password protections which guard against unauthorized access. The Site conduct financial transactions via secured transmissions. We limit access to visitor's information to employees and contractors who are authorized for the proper handling of such information, and any employee found violating our standards of security and confidentiality will be subject to our disciplinary processes. We also take reasonable steps to help make sure our third-party agents protect the security of your personal information. However, as with most Internet sites or services, it is possible that third parties may unlawfully access such personal information through a number of means despite our efforts.

Information collected at the Site will not be stored for longer than is necessary for the purposes described in this Privacy Policy, or to otherwise meet legal requirements.

IV. ACCESSING AND CORRECTING INFORMATION.

A. Reviewing Your Information

You have the right to access, update and correct factual inaccuracies in personally identifiable information that we collect online at the Site, subject to certain exceptions. To do so, you should log into your account or you may e-mail us at support@rankonesport.com. To help protect your privacy and the security of your personally identifiable information, we will take reasonable steps to verify your identity before granting access.

See the Terms of Use for how registered users of this Site who are California residents and are under 18 years of age may request removal of content or information in postings.

B. Parental Access

Parents/guardians of children under the age of 13 can print out and mail or fax us a signed form that allows them to review any personally identifiable information collected about their child, have this information deleted, and/or request that there be no further collection or use of their child's personally identifiable information. We will take steps to verify the identity of anyone requesting personally identifiable information about a child and to ensure that the person is in fact the child's parent or legal guardian.

C. Deleting Information

You have the right to delete any information that you provide to the Site. To do so, you should log into your account and delete the information you wish to remove from the site.

V. LINKS TO THIRD PARTIES.

The websites that comprise the Site may contain links to other sites, including those of service partners, sponsors, advertisers, social networking platforms, and survey companies. These other websites are governed by their own privacy policies or information collection practices, which may be substantially different from ours. We encourage visitors to other websites to review the privacy policies and information collection practices of those websites.

VI. YOUR CALIFORNIA PRIVACY RIGHTS.

California Civil Code Section 1798.83 permits our visitors who are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an email to or write us: support@rankonesport.com email, or you may contact us via regular mail at:

2525 McKinnon Street
Suite 420
Dallas, Texas 75201

This document is the sole statement of the Site's Privacy Policy and no summary, restatement or other version thereof, or other privacy statement or policy, in any form, including, without limitation, machine-generated, is valid.

VII. CHANGES TO THIS PRIVACY POLICY AND NOTICE.

We reserve the right to revise this Privacy Policy at any time for any reason in our sole discretion by posting an updated Privacy Policy without advance notice to you. Such revisions shall be effective immediately upon posting and if you use the Site after they become effective it will signify your agreement to be bound by the changes. We encourage you to check this Privacy Policy often for updates.

VIII. CONTACT US

If you have any other questions about our information handling practices, including our practices with respect to children's personal information, please contact us at:

2525 McKinnon Street
Suite 420
Dallas, Texas 75201
888-544-3637

Rank One Sport Plus Health TermsAndConditions

 rankone.com/content/Home/TermsAndConditions

Terms & Conditions

Terms & Conditions



REVISED 04-30-2021: AllPlayers

Network, Inc. D/B/A Rank One Sport is joining other Software providers and websites with a strong family presence to reduce the complexity of Terms of Service and Terms of Use, so every visitor and user of the service understands how his or her data is being utilized. Therefore, we have added a WHAT YOU WANT TO KNOW section, and we encourage you to review it before you utilize the services, and ask us if you have any questions.

AllPlayers Network, Inc., a Texas corporation ("APN"), sites have been developed to assist schools, camps and military bases with their extracurricular activities needs. We provide a platform that empowers users to organize, communicate, engage, document, track and report on all activities associated with the school or base, including students, athletes, fans and guardians.

This is the official Terms of Use Agreement ("Agreement") for the website, application or other interactive service that includes an authorized link to this Agreement and all other websites, applications and other interactive services you also use that are offered by APN or its affiliates that are providing this website, application or other interactive service (collectively, all such websites, applications and other interactive services, "Site," "we," "us" or "our"). This Site is fully controlled and operated by APN. By accessing and using this Site, you are hereby agreeing to be legally bound by these Terms of Use. We reserve the right, at our sole discretion, to change, modify or otherwise alter these Terms of Use at any time. Such changes and/or modifications shall become effective immediately upon the posting thereof. Please review the Terms of Use periodically. Your continued use of the Site following the posting of changes and/or modifications will constitute your acceptance of the revised Terms of Use. If you do not agree with all the following Terms of Use, please do not use this Site. By the act of using the Site you provide explicit consent for APN to collect certain data and information as set forth herein.

WHAT YOU WANT TO KNOW:

1. **PROTECTION OF PUPIL RIGHTS AMENDMENT (PPRA) – WE WILL NEVER RELEASE, SHARE OR SOLICIT PERSONALLY IDENTIFIABLE DATA ASSOCIATED WITH THE FOLLOWING INFORMATION** – political affiliations or beliefs of the student or the student's parent; mental or psychological problems of the student or the student's family; sex behavior or attitudes; illegal, anti-social, self-incriminating, or demeaning behavior; critical appraisals of other individuals with whom respondents have close family relationships; legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers; religious practices, affiliations, or beliefs of the student or student's parent; or, income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).
2. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) – WE WILL NEVER RELEASE, SHARE OR SOLICIT PERSONALLY IDENTIFIABLE HEALTH CARE INFORMATION, AND ANY PERSONALLY IDENTIFIABLE INFORMATION CONTAINED WITHIN OUR SOFTWARE WILL REMAIN THE EXCLUSIVE PROPERTY OF THE ASSOCIATED ORGANIZATION.** Please request a copy of their HIPAA compliance directly from them.
3. **Family Educational Rights and Privacy Act (FERPA) – we comply with all FERPA requirements** and provide all necessary services to allow each school to delete and/or modify individual records as well as bulk records on demand.
4. **APN may share de-identified data (meaning data from which all personally identifiable information as been removed) with third parties.**
5. Do not use this Site to break the law or post inappropriate information. We take the privacy and security of our members very seriously, and we will use the full force of the law to prosecute.
6. In the highly unlikely event that you get a copy of our software code or intellectual property, please do not sell it or use it as your own, and let us know.
7. In the vast majority of cases you are simply creating an account on this site, so you may register your child for extracurricular activities at a SCHOOL or OTHER MILITARY RELATED organization you know and trust. To be clear this Site has a relationship with that school or organization you know and trust. we collect the information they request on their behalf to make the registration process easier for you and them. The information is owned by the school or organization and used the same way they have been using paper data for decades. This Site will not sell your personally identifiable data. We use this data to populate services within the software for the school and partners WHO HAVE BEEN APPROVED. If you ever want to remove your data just contact the school or organization and they can take care of that, since YOUR FORM INFORMATION IS OWNED BY THEM.

8. DO NOT CREATE ACCOUNTS USING INFORMATION THAT IS NOT YOURS, AND DO NOT SHARE YOUR INFORMATION. NO ONE UNDER 13 CAN CREATE AN ACCOUNT, AND IF YOU ARE NOT A GUARDIAN THEN YOU SHOULD NOT CREATE AN ACCOUNT FOR SOMEONE UNDER 13.
9. WE WILL NOT PAY YOUR TECHNOLOGY BILL OR TAKE RESPONSIBILITY FOR FINANCIAL EXPENSES RELATED TO UTILIZING THIS SERVICE.
10. THE SITE IS MOVING TOWARD MAKING INFORMATION AVAILABLE IN REAL-TIME, INCLUDING SCORES, SCHEDULES, STATS AND MORE. IN ORDER TO PROVIDE REAL-TIME SERVICES THERE IS A RISK PEOPLE WILL POST INAPPROPRIATE THINGS, AND WE ARE NOT MONITORING THIS IN REAL-TIME, SO YOU MAY BE EXPOSED. PLEASE LET US KNOW IF YOU SEE SOMETHING, AND WE WILL TAKE ACTION AS FAST AS WE CAN. DO NOT POST INAPPROPRIATE CONTENT SIMPLY BECAUSE THERE ARE RULES PROHIBITING IT, BUT RATHER BECAUSE IT IS THE RIGHT THING TO DO.

THE MORE TRADITIONAL TERMS OF USE START HERE, IF THERE IS CONFLICT BETWEEN WHAT YOU WANT TO KNOW SUMMARY INFORMATION ABOVE, AND THE MORE TRADITIONAL LANGUAGE BELOW IT IS OUR INTENT FOR THE STRONGER CONSUMER RIGHTS TO PREVAIL.

AUTHORIZED USE

The Site is for the use of its members only and may solely be used in a manner that is specifically authorized, endorsed or approved by the management of APN, pursuant to agreements between APN and its members. Illegal and/or unauthorized use of the website is prohibited, and when appropriate turned over to authorities. APN will take appropriate legal action for any illegal or unauthorized use of the website.

APN INTELLECTUAL PROPERTY

All Site software, design, text, images, photographs, illustrations, audio clips, video clips, artwork, graphic material, and other copyrightable or otherwise legally protectable elements of the Site, and the selection, sequence, "look and feel" and arrangements thereof, and trademarks, service marks and trade names (individually and collectively, the "Material") are the property of APN and/or its subsidiaries, affiliates, assigns, licensors or other respective owners and are protected, without limitation, pursuant to U.S. and foreign copyright and trademark laws. APN hereby grants you a non-exclusive, non-assignable and non-transferable license to use and display, for authorized uses, Material, including, without limitation, any files, codes, audio or images incorporated in or generated by the Site provided that you maintain (without alteration) all copyright and other notices contained. You further agree that where specifically noted on this Site⁶⁰ or in connection with any Material, you will

use such Material, as the case may be, in accordance with such specific terms and instructions. Unless authorized by APN, you acknowledge and agree that you may not sublicense, sell, assign, lease or otherwise transfer this license or Material and that no title to any Material has been or will be transferred to you from APN or anyone else. Unless authorized by APN, you agree not to reproduce, modify, create derivative works from, display, frame, perform, publish, distribute, disseminate, transmit, broadcast or circulate any Material to any third party (including, without limitation, the display and distribution of the Material via a third party website) without the express prior written consent of APN. Use of APN's and/or its licensors' Material is only permitted with their express written permission or as authorized by APN. You further agree that you will not disassemble, decompile, reverse engineer or otherwise modify software or Material. Use of spiders, robots and similar data gathering and extraction tools is expressly prohibited. All rights not expressly granted herein are reserved. Any unauthorized or prohibited use may subject the offender to civil liability and criminal prosecution under applicable federal and state laws. We require users to respect our copyrights and other intellectual property rights.

YOUR DATA

You are solely responsible for the content that you provide, publish or display on the Site, or transmit to other members. **You may add or remove any content you provide the Site at your discretion.** By posting and maintaining content to the Site, you automatically grant, and you represent and warrant that you have the right to grant, to APN a revocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing. Also, by posting and maintaining content to the Site, you explicit consent to APN sharing your de-identified data with third parties. You must provide content in a manner consistent with any and all applicable laws and regulations. You understand and agree that APN may review and delete any personal information or profiles that in the sole judgment of APN violate these Terms of Use or which might be offensive, illegal, or that might violate the rights, harm or threaten the safety of members.

REGISTRATION AND PASSWORDS

Membership in the Site and its related services are void where prohibited. You are responsible for maintaining the confidentiality of your login ID and password (your "Registration"). You are responsible for all uses of your Registration, whether or not authorized by you. By using the Site and its service, you represent and warrant that all Registration information you submit is truthful and accurate and that you agree to maintain the accuracy of such information. You further represent and warrant that you are 13 years of age or older and that your use of the Site shall not violate any applicable law or regulation. Your profile may be deleted without warning, if it is found that you are misrepresenting your

age. Your membership is solely for your use, and you shall not authorize others to use your account, including your profile or email address. You are solely responsible for all content provided, published or displayed through your account, including any email messages, and for your interactions with other members. Parents of children under the age of 13 who wish to allow their children access are required to provide their consent for any Registration. By creating such a Registration involving your child under the age of 13, you certify that you are at least 18 years old or that you are the parent or legal guardian of the child/children listed on the Registration. You alone control the account of your children for which you have registered and may choose, as you see fit, to give your child access to any areas of the Site related to the Registration, including email, message boards and other Registration related information. Please remember that the Site and its services are intended to apply to a broad audience. Accordingly, as the parent or legal guardian, it is your responsibility to determine whether any of the Sites' areas and/or content is appropriate for your child. Please note that you as the legal guardian own the content in the user accounts.

TEXT MESSAGING MARKETING AND PROMOTIONS

Consistent with local law, appropriately aged visitors may have the opportunity to register for special promotions, services, news, programming and information delivered via text messaging (collectively, "Text Service(s)") on wireless devices such as mobile phones and, if we do so, we will require your prior express consent for any Text Services in accordance with the nature of the Text Service and applicable laws, rules and regulations. The information requested or transmitted as part of the registration process includes your wireless telephone number and may include other information, such as your preferences regarding goods or services or other survey information and/or an email address. Depending on the Text Service and the information collected, you may also be required to confirm your agreement to this Agreement (including, but not limited to, the Privacy Policy and Rules). If you register for the Text Services, you acknowledge, understand and agree that you may be charged by your wireless carrier for the ability to send or receive all such messages. The standard messaging rates of your wireless carrier shall apply to all Text Services, unless noted otherwise. **Under no circumstances shall the APN be responsible for any wireless service charges incurred by you or by a person that has access to your wireless device, telephone number, or email address.** If you change or deactivate your wireless telephone number, you agree to notify us when your wireless telephone number is no longer associated with you and identify such wireless phone number to ensure that future messages directed to you are not sent to the person to whom your old number has been or will be assigned. You understand, acknowledge and agree that we may, at our sole discretion and without liability to you or any user, terminate our offer of any specific Text Service or all Text Services at any time without advanced notice. APN may provide notice of terminations or changes in services on this Site.

To the extent that portions of this Site provide users an opportunity to post and exchange information, ideas and opinions (the "Postings"), please be advised that Postings do not necessarily reflect the views of APN. In no event shall APN assume or have any responsibility or liability for any Postings or for any claims, damages or losses resulting from their use and/or appearance on this Site. You hereby represent and warrant that you have all necessary rights in and to all Postings you provide and all information they contain and that such Postings shall not infringe any proprietary or other rights of third parties or contain any libelous, tortious, or otherwise unlawful information. You hereby authorize APN to use, and authorize others to use, your Postings in whole or in part, on a royalty-free basis, throughout the universe in perpetuity in all media, now known or hereafter devised, alone, or together or as part of other material of any kind or nature. Without limiting the foregoing, APN will have the right to use and change the Postings in any manner that APN may determine. Additionally, APN may sweep its message boards and/or comments periodically in its sole discretion. APN does not allow Postings which contain:

- - private or personal information which might identify a user;
- - profanity or obscenities;
- - personal attacks on other individuals;
- - slanderous, defamatory, obscene, pornographic, threatening and harassing comments;
and/or
- - other information that APN deems in its sole discretion to be inappropriate for Site.

The message boards and comments may be used for authorized purposes only. Users may not post any information intended to promote and/or generate revenue for any third-party business activity. Although APN periodically monitors the content posted on this Site, we cannot be responsible for the views or opinions expressed by third parties. Nonetheless, APN will make every effort to ensure that the message boards and comments best serve the interests of all users and, therefore, APN reserves the right to refuse to post, edit, or delete messages that violate the above-referenced rules, as well as revoke the privileges of users who do not comply with such rules. If you believe that any content on the Site (including, without limitation, Postings) violates any of the terms of this Agreement (except for any notices covered by the Copyright Policy) please contact us about it (please refer to our Copyright Compliance Policy for any notices covered by the Copyright Compliance Policy). We cannot guarantee that we will respond to your message and we reserve the right to take or refrain from taking any or all steps available to us once we receive any such message. Registered users of this Site who are California residents and are under 18 years of age may request and obtain removal of Postings on this Site that they themselves post by emailing us. All requests must be labeled "California Removal Request" on the email subject line. All requests must provide a description of the content or information in your Posting that you want removed and information reasonably sufficient to permit us to locate the

material and, so that we can process your request and contact you if we have questions, include your registered username and the name and URL (if applicable) of the website, application or other interactive service. We shall not accept requests via postal mail, telephone or facsimile. We are not responsible for notices that are not labeled or sent properly, or may not be able to respond if you do not provide complete information. Please also note that any requests for removal do not ensure complete or comprehensive removal of the content or information from this Site. For example, content that you have posted may be republished or reposted by another user or third party.

YOUR RESPONSIBILITIES

You may use this Site only for lawful, authorized purposes. You may not submit or transmit through this Site (whether via message boards, comments or otherwise) any material, or otherwise engage in any conduct, that:

1. Violates or infringes the rights of others, including without limitation patent, trademark, trade secret, copyright, publicity or other proprietary rights;
2. Involves uploading, posting, emailing, transmitting or otherwise making available any Postings that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
3. Is unlawful, threatening, abusive, hateful, defamatory, slanderous, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, pornographic, vulgar, profane, obscene, or transmits any information or data that APN deems in its sole discretion to be inappropriate for this Site;
4. Victimizes, harasses, "stalks," degrades, attacks or intimidates an individual or group of individuals on any basis, including but not limited to religion, gender, sexual orientation, race, ethnicity, age or disability;
5. Contains any unauthorized personally identifiable information, or other information which might be used to identify or locate a user;
6. Harms minors in any way;
7. Impersonates any person, business or entity, including APN or its employees and agents or any forum leader, guide or host, or in any way falsely states or misrepresents your affiliation with a person or entity;
8. Involves forging headers or otherwise manipulating identifiers to disguise the origin of any Postings transmitted through this Site;
9. Contains viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized use of a computer or computer network;

10. Disrupts the normal flow of dialogue, causes a screen to "scroll" faster than other users of the Network are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
11. Instigates or encourages others to commit illegal activities or cause injury or property damage to any person;
12. Otherwise interferes with the use or enjoyment of this Site by others;
13. Encourages conduct that would constitute a criminal offense or that gives rise to civil liability;
14. Is intended to promote and/or generate revenue for any third party business activity;
or
15. Violates these Terms of Use or any guidelines or policies posted on this Site.

APN discourages the use of profanity or obscenities in Postings and any Postings containing prohibited language will not be posted on the Site. For purposes of clarity, "masked" vulgarity, obscenity or profanity (e.g., "f*K") is deemed to be equivalent to including the actual objectionable word, phrase or symbol in your Posting, message or otherwise on the Site. APN reserves the right to delete any such material from the Site and to cooperate fully with any investigation of any person or persons who violate the Terms of Use. You may not use this Site in any manner that could damage, disable, overburden, or impair our servers or networks. You may not attempt to gain unauthorized access to any services, user accounts, computer systems or networks, through hacking, password mining or any other means. We may take any legal and technical remedies to prevent the violation of this provision and to enforce these Terms of Use.

(EXPLANATION – THIS SITE IS FOR FAMILIES, STUDENTS AND FANS, AND IS NOT THE PLACE TO GET A DATE, TALK POLITICS OR ENGAGE IN ANY SORT OF OFFENSIVE OR POLARIZING CONVERSATION. JUST KEEP IT CLEAN LIKE YOU WOULD IF YOUR PARENTS WERE WATCHING.)

FEES

User account membership is available for the Fees set forth within the Site. You may terminate your membership at any time. APN may terminate your membership for any reason, effective upon sending notice to you at the email address you provide in your membership application or other email address as you may subsequently provide to AllPlayers.com. By using the service and by becoming a member, you acknowledge that APN and has the right to terminate a member's membership if member should breach this agreement or fail to pay for services. Termination of membership for any reason may not result in the refund of any pre-paid fees.

CONTESTS, SWEEPSTAKES, ELECTRONIC POSTCARDS AND OTHER ACTIVITIES

From time to time, APN or its suppliers and advertisers may conduct promotions on or through the Site including without limitation, auctions, contests, sweepstakes and electronic postcards ("Promotions"). Each such Promotion will have additional terms, conditions and rules which will be posted or otherwise made available to you and, for purposes of each Promotion, will be deemed incorporated into and form a part of these Terms of Use (the "Rules"). If any conflict arises between these Terms of Use and the Rules, the Rules shall govern for purposes of your participation or involvement in the Promotion to which the Rules relate.

THIRD PARTY SERVICES

APN may offer certain e-commerce related services, including the ability to purchase tickets, camps, printing products, scheduling, and other goods and services (each an "E-Commerce Service" and collectively the "E-Commerce Services"). Additional terms apply to your use and access of these E-Commerce Services and such Additional Terms are incorporated herein by reference. Some of the E-Commerce Services utilize third party service providers. All purchases made through these third-party service providers are subject to their respective terms and conditions of use and privacy policy. APN is not responsible and has no liability whatsoever for goods or services you obtain through our third-party service providers or other web sites or web pages. We encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online transaction with any of these third parties. APN does not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give any such third party, and you irrevocably waive any claim against us with respect to such sites. We are not responsible for assisting you in correcting any problem you may experience with goods and services purchased through a third-party service provider, even if the goods or services were shown on the Site. We cannot ensure that you will be satisfied with any products or services that you purchase from any third-party service provider as those are owned and operated by independent entities. Customer service issues related to goods or services should be directed to the relevant third party service provider. APN does not guarantee that product descriptions or other content will be accurate, complete, reliable, current, or error-free. Descriptions and images of, and references to, products on the Site do not imply our or any of our affiliates' endorsement of such products. APN and its third-party service providers reserve the right, with or without prior notice, to change product descriptions, images, and references; to limit the available quantity of any product; to honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code or other similar promotions; to bar any user from conducting any or all transaction(s); and/or to refuse to provide any user with any product. Price and availability of any product are subject to change without notice. **(EXPLANATION – WE HAVE BRANDS WE OWN LIKE ALLPLAYERS.COM, ACTIVITY.SCHOOL, TICKETS.SCHOOL, PAYMENTS.SCHOOL, SCHEDULES.SCHOOL AND**

PARTNER SERVICE PROVIDERS LIKE MASCOT MEDIA AND VARISTY NEWS NETWORK WHO ALSO PROVIDE SERVICES TO THE SCHOOL WHO MAY ACCESS AND SHARE DE-IDENTIFIED DATA. THIS IS DONE TO CREATE CONVENIENCES FOR YOU AND THE SCHOOL, AND TO PROVIDE THE BEST POSSIBLE SERVICE. WE DO NOT SELL YOUR DATA TO OTHER PEOPLE. YOU ARE SAFE HERE AND WE WILL DO OUR BEST TO ALWAYS ENSURE THAT.)

DISCLAIMER AND LIMITATION OF LIABILITY

THIS SITE AND ALL MATERIALS CONTAINED ON IT ARE DISTRIBUTED AND TRANSMITTED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. APN DOES NOT WARRANT THAT THIS SITE WILL BE UNINTERRUPTED OR SECURE, OR THAT THIS SITE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. APN IS NOT RESPONSIBLE OR LIABLE FOR ANY INFECTIONS OR CONTAMINATION OF YOUR SYSTEM, OR DELAYS, INACCURACIES, ERRORS, OR OMISSIONS ARISING OUT OF YOUR USE OF THIS SITE OR WITH RESPECT TO THE INFORMATION AND MATERIAL CONTAINED ON THIS SITE. THE ENTIRE RISK AS TO THE QUALITY, ACCURACY, ADEQUACY, COMPLETENESS, CORRECTNESS AND VALIDITY OF ANY MATERIAL RESTS WITH YOU. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, APN, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, REPRESENTATIVES, AND THIRD PARTY PROVIDERS TO THE SITE WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR SIMILAR DAMAGES, THAT MAY RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE MATERIALS CONTAINED ON THIS SITE WHETHER THE MATERIAL IS PROVIDED OR OTHERWISE SUPPLIED BY APN OR ANY THIRD PARTY. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL APN'S LIABILITY TO YOU FOR ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THIS SITE.

Some jurisdictions do not allow for the exclusion of certain warranties or certain limitations on damages and remedies. Accordingly, some of the exclusions and limitations described in these Terms of Use may not apply to you.

DEALINGS WITH THIRD PARTY SERVICE PROVIDERS

Your correspondence or business dealings with, or participation in promotions of, third party service providers and advertisers found on or through this Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third-party service provider or advertiser, as the case may be. You agree that APN shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third-party service providers and advertisers on this Site.

THIRD PARTY HYPERLINKS

The appearance of external hyperlinks and/or postcards generated by third parties does not constitute endorsement by APN, its subsidiaries and affiliates of the opinions or views expressed by these third-party websites and APN does not verify, endorse, or take responsibility for the accuracy, currency, completeness or quality of the content contained at these sites. Furthermore, APN is not responsible for the quality or delivery of the products or services offered, accessed, obtained by or advertised at such sites. As such, neither APN nor its subsidiaries and affiliates will be responsible for any errors or omissions or for the results obtained from the use of such information contained in these sites. Finally, APN will under no circumstances be liable for any direct, indirect, incidental or special loss or other damage, whether arising from negligence, breach of contract, defamation, infringement of copyright or other intellectual property rights, caused by the exhibition, distribution or exploitation of any information or content contained within these third party hyperlinked sites. APN hereby acknowledge that you access third party hyperlinks at your own risk.

ADS AND MALWARE

We take great care and pride in creating this Site. We are always on the lookout for technical glitches that affect how the Site works. When we find them on our end, we will do our best to promptly fix them. Unfortunately, your home computer may cause some glitches that affect how you see our Site—and that is beyond our control. If you experience any unusual behavior, content or ads on the Site, it may be the result of Malware on your computer. Malware—short for MALicious softWARE—is a term used to broadly classify a form of software which is installed in a computer system with malicious intentions, usually without the owner's knowledge or permission. Malware includes computer viruses, key loggers, malicious active content, rogue programs and dialers, among others. While we continuously work closely with our partners to ensure that everything on the Site is working properly, sometimes Malware programs on your personal computer may interfere with your experience on our Site and on other sites that you visit.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless, APN, its affiliates, and its and their respective officers, directors, employees, agents, licensors, representatives, and third party providers to the Site from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms of Use by you, including but not limited to any breach or alleged breach of any of your representations, warranties or undertakings hereunder. APN reserves the right to assume, at its sole expense, the exclusive defense and control of any matter subject to indemnification by you, in which event you will fully cooperate with APN in asserting any available defenses.

TERMINATION OR SUSPENSION OF ACCESS; MODIFICATION TO SITE

APN reserves the right, in its sole discretion, to immediately and without any prior notice to suspend or terminate (i) these Terms of Use; (ii) your registration with or ability to access the Site and/or any other service provided to you by APN upon (a) any breach by you of these terms of use or upon your demonstration of conduct that AllPlayers.com determines to be inappropriate, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Site or its services (or any part thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, (g) engagement by you in fraudulent or illegal activities, and/or (h) nonpayment of any fees owed by you in connection with the Site or its services. Where your account or registration with APN is terminated, you may be required to forfeit any credits, pre-paid fees, and any other amounts collected by APN as part of your use and registration of the Site. APN shall not be required to refund, redeem or pay any such amounts to you, and you shall remain liable to APN for any charges, fees, commitments and obligations incurred by you prior to such termination. All records, information, messages, content and other information related to your registration and account may also be deleted by APN in its sole discretion without any notice or liability to you. APN shall not be liable to you or any third party for any termination of your account, any associated account related or identifying information, or access to the Site or its services. Additionally, APN reserves the right to terminate, suspend or otherwise restrict your use of and access to this Site, or any portion hereof, with or without notice at any time for any reason whatsoever, with or without cause, including, but not limited to, your violation of these Terms of Use or any inappropriate or unlawful behavior on your part. In addition, APN reserves the right to modify or discontinue this Site or any portion hereof at any time with or without notice. The Site shall not be liable to you or any third party for any such termination, suspension, restriction, modification or discontinuance.

PRIVACY POLICY

Certain information we may collect about you is subject to our Privacy Policy. Please review our Privacy Policy, which is incorporated herein by reference, for disclosures relating to our collection and use of such information.

ELECTRONIC DELIVERY POLICY

By using this Site, you agree that we may provide to you required notices, agreements and other information concerning the Site electronically by posting on the home page of this Site or on the relevant web page.

RESOLUTION OF DISPUTES: BINDING ARBITRATION; NO CLASS OR REPRESENTATIVE ACTIONS OR ARBITRATIONS

1. Binding Arbitration and Exclusions from Arbitration. EXCEPT AS PROVIDED BELOW OR UNLESS YOU SUBMIT A VALID ARBITRATION/CLASS ACTION WAIVER OPT-OUT NOTICE (AS DESCRIBED IN SUB-SECTION 5 BELOW), ANY AND ALL CLAIMS BETWEEN YOU AND APN WILL BE RESOLVED IN BINDING ARBITRATION RATHER THAN IN COURT. You and APN agree to submit to individual arbitration the resolution of any and all Claims by or between you and/or APN, except that you and APN agree that the following will not be subject to the mandatory arbitration provisions in this Sub-section 1: (A) any Claim filed by you or APN with respect to any violation, enforcement or validity of patent, trademark, trade dress, service mark, copyright and/or trade secret rights of you, APN, or any third party, including, but not limited to, Claims related to content that you upload to or share on the Site and/or (B) you or APN may seek a preliminary injunction, restraining order or other provisional equitable relief in any court as provided in "GOVERNING LAW, ARBITRATION LOCATION, JURISDICTION, VENUE, JURISDICTION AND JURY TRIAL WAIVER" below in connection with any Claim whereby you or APN, as applicable, may suffer immediate and irreparable harm for which money damages may be inadequate and impossible to calculate (including, but not limited to, a Claim under Sub-section 1(A)), where such Claim under this Sub-section 1(B) will not be subject to the informal dispute resolution procedures described in Sub-section 2 below; provided, however, that, subsequent to obtaining such preliminary injunction, restraining order or other provisional equitable relief, the Claim will then be submitted to arbitration in accordance with this Section of the Agreement. You and APN agree that this Agreement affects interstate commerce, and that the enforceability of this Section of the Agreement will be governed by, construed, and enforced, both procedurally and substantively, by the Federal Arbitration Act, 9 U.S.C. sections 1-9 ("FAA"). Arbitration is the referral of a dispute to one or more impartial persons for a final and binding determination. There is no judge or jury in arbitration, discovery is more limited than in court, there are no class or representative proceedings, and court review of an arbitration decision is limited. An arbitrator must follow this Agreement and can award on an individual basis the same damages and relief as a court (including, but not limited to, injunctive and declaratory relief, statutory damages, and attorneys' fees). "Claim(s)" means any dispute, claim or controversy by or between you and/or APN relating to the Site and/or this Agreement (including, but not limited to, this Site's Privacy Policy and any additional terms that govern certain products and/or services which are presented in conjunction with those products and/or services, Rules, regulations, procedures and policies which we refer to in this Agreement), as may be modified from time-to-time, and the subject matter hereof, including, but not limited to, any contract, tort, statutory, or equity claims

2. Informal Dispute Resolution. Except with respect to Claims described in Sub-section 1(B) above, before either you or APN pursue or participate in any Claim against the other party in arbitration or court proceedings, you or APN must notify the other party of the Claim in writing at least 60 days in advance of initiating the arbitration or court proceeding to provide a reasonable opportunity to resolve the Claim. You may send a written notice of your Claim to APN at 2525 McKinnon, Suite 420, Dallas, Texas 75201. APN may send written or electronic notice of its Claim to your email address, APN account or any physical or other address APN has for you. The notice must describe the Claim in reasonable detail and set forth the relief requested so that the other party has an opportunity to adequately address the Claim. Except with respect to Claims described in Sub-section 1(B) above, you and APN agree to negotiate in good faith with each other to try to informally resolve the Claim and, if you and APN do not reach an informal resolution of the Claim within 60 days, then the Claim may be submitted to binding arbitration as set forth in this Section of the Agreement or court as permitted by Sub-section 1 above.

3. Arbitration Proceedings and Costs. Any arbitration will be administered by the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules (the "AAA Rules"), as modified by this Agreement. The AAA Rules, and other information about the AAA, are available at the AAA's website at www.adr.org. A form for initiating arbitration proceedings is available on the AAA's website (see Demand for Arbitration at <https://www.adr.org/aaa/ShowPDF> and, for arbitrations in California, <https://www.adr.org/aaa/ShowPDF>, but contact the AAA if you have issues accessing these links) and arbitration proceedings shall be initiated in the location described in "GOVERNING LAW, ARBITRATION LOCATION, JURISDICTION, VENUE, JURISDICTION AND JURY TRIAL WAIVER" below. As required by the AAA Rules, if you initiate the arbitration proceedings, you must send the original copy of the completed form to APN, which should be sent to APN at the following address: 2525 McKinnon, Suite 420, Dallas, Texas 75201. If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely based on documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing under the AAA Rules. In all cases, you and APN shall exchange documents and other information that you or APN intend to use in the arbitration. Upon filing of an arbitration demand for Claims up to \$75,000, APN will reimburse you for all necessary filing, administration and arbitrator fees paid by you to the AAA or, if you wish APN to pay such fees directly to the AAA, you must request payment of such fees by APN by mail to the AAA along with your form initiating arbitration and APN will make arrangements to pay such fees directly to the AAA. In the event the arbitrator determines that the Claim(s) you assert in the arbitration are frivolous or vexatious, you agree to reimburse APN for all fees associated with the arbitration paid by APN on your behalf. You agree that APN shall have no obligation to pay any other fees except as determined by the arbitrator.

For Claims that total more than \$75,000, the AAA Rules will govern payment of filing, administration and arbitrator fees to the maximum extent permitted by law. The decision of the arbitrator will be binding and conclusive on all parties, and judgment to enforce the decision may be entered by any court of competent jurisdiction.

4. Class Action Waiver. UNLESS YOU SUBMIT A VALID ARBITRATION/CLASS ACTION WAIVER OPT-OUT NOTICE (AS DESCRIBED IN SUB-SECTION 5), YOU AND APN AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WHETHER IN ARBITRATION OR IN COURT WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. You and APN expressly agree that any Claim is personal to you and APN, shall only be resolved by an individual arbitration (or individual court proceedings with respect to Claims excluded from mandatory arbitration as described in Sub-section 1 of this Agreement), and shall in no event be brought as a class arbitration, a class action, or any other representative proceeding. The arbitrator (or court if the Claim is excluded from mandatory arbitration as described in Sub-section 1 of this Agreement) may only conduct an individual arbitration (or court action if the Claim is excluded from mandatory arbitration as described in Sub-section 1 of this Agreement), and may not consolidate more than one person's claims and may not preside over any form of representative or class proceeding. If a court or arbitrator determines that this class action waiver is unenforceable in an action between you and APN, then this Agreement to arbitrate will be unenforceable. Neither you nor APN consent to class arbitration.

5. Right to Opt Out of Mandatory Arbitration and Class Action Waiver. IF YOU DO NOT WISH TO BE BOUND BY THE MANDATORY ARBITRATION AND CLASS ACTION WAIVER PROVISIONS IN SUB-SECTIONS 1, 3 AND 4, YOU MUST NOTIFY APN IN WRITING (THE "Arbitration/Class Action Waiver Opt-Out Notice"), WHERE THE ARBITRATION/CLASS ACTION WAIVER OPT-OUT NOTICE MEETS ALL OF THE FOLLOWING REQUIREMENTS:

(a) Sent by first class mail, postage prepaid, certified and return receipt requested or sent by overnight courier service (such as Federal Express) to 2525 McKinnon, Suite 420, Dallas, Texas 75201.

(b) Postmarked (if sent by first class mail) or deposited with the overnight courier service no later than (A), if you register as a new registered user of the Site on or after 2/12/2016 ("Agreement to Arbitrate Date"), 45 days after the date you accept this Agreement for the first time, unless an earlier deadline in Sub-section 5.2(C) applies, (B), if you are already a registered user of the Site before the Agreement to Arbitrate Date, 45 days after the earlier of either (I) your first log in to the Site on or after the Agreement to Arbitrate Date or (II) the date which email notice of the Agreement containing this Section of the Agreement, if any, was sent to the email address associated with your user registration, unless an earlier deadline in Sub-section 5.2(C) applies or (C) for all other users of the Site, 45 days after you accept this Agreement for the first time on or after the Agreement to Arbitrate Date, unless a longer period is required by applicable law.

Time Periods Applicable to Users of Multiple APN Websites, Applications or Other Interactive Services. If you are or become a user of more than one APN website, application or other interactive service, you must provide the Arbitration/Class Action Waiver Opt-Out Notice within the earliest deadline applicable for any APN website, application or other interactive service for which you are or become a user (for example, if the Agreement to Arbitrate Date is August 1 and if you are a pre-existing registered user of a APN website prior to August 1 who logs in on August 1 and registers as a new registered user of another APN website on August 15, you must provide the Arbitration/Class Action Waiver Opt-Out Notice by September 15 (45 days after August 1 and not 45 days after August 15)).

(c) Includes your first and last name, address, phone number, email address and, if applicable, your username if you are a registered user of the APN website(s), application(s) or other interactive services(s) along with an identification of the APN website(s), application(s) or other interactive services(s) for each such username. We shall use the foregoing information included in the Arbitration/Class Action Waiver Opt-Out Notice to record, process, maintain and administer your opt-out of the mandatory arbitration and class action waiver provisions and not for marketing purposes.

(d) Includes a statement that you do not agree to the mandatory arbitration and class action waiver.

If the Arbitration/Class Action Waiver Opt-Out Notice meets all of the above requirements, you will be deemed to have opted out of the mandatory arbitration and class action waiver provisions in Sub-section 1, Sub-section 3 and Sub-section 4 with respect to all APN websites, applications or other interactive services (including, but not limited to, those owned, operated and/or provided by Viacom Inc. and the corporate affiliates that Viacom Inc. directly or indirectly owns or controls such as those described in the link here). Note that a valid Arbitration/Class Action Waiver Opt-Out Notice applies only to the individual identified in such notice as opting out. If the Arbitration/Class Action Waiver Opt-Out Notice does not meet all of the above requirements, you will not be deemed to have opted out of the mandatory arbitration and class action waiver provisions in Sub-section 1, Sub-section 3 and Sub-section 4.

GOVERNING LAW, ARBITRATION LOCATION, JURISDICTION, VENUE, AND JURY TRIAL WAIVER

With the exception of the provision above that the enforceability of "RESOLUTION OF DISPUTES: BINDING ARBITRATION; NO CLASS OR REPRESENTATIVE ACTIONS OR ARBITRATIONS" above is governed both procedurally and substantively by the FAA, this Agreement and your use of the Site is otherwise governed by, construed and enforced in accordance with the laws of the State of Texas (without regard to that state's conflict of laws rules).

You or APN shall initiate arbitration in the United States county or territory in which you reside or, if you do not reside in the United States or one of its territories, in the non-United States country in which you reside; provided, however, that (a) APN may request to transfer the arbitration to Dallas County, Texas if it agrees to pay any additional fees or costs you incur as a result of the change in location as such additional fees or costs are determined by the arbitrator and to the maximum extent permitted by law and, upon such request, (b)(i) if you agree to such request, the arbitration shall be transferred to Dallas County, Texas or (ii) if you do not agree to such request, APN shall have right to request that the arbitrator determine the location in which the arbitration shall be held. You and APN agree that any Claim that is allowed to proceed in court as set forth in Sub-section 1 of "RESOLUTION OF DISPUTES: BINDING ARBITRATION; NO CLASS OR REPRESENTATIVE ACTIONS OR ARBITRATIONS" above (including, but not limited to, as a result of your submission of a valid Arbitration/Class Action Waiver Opt-Out Notice), or otherwise proceeds in court in the event the agreement to arbitrate above is found not to apply to you or a particular Claim as a result of a decision by the arbitrator or a court order, is subject to exclusive jurisdiction and venue in the State or Federal Courts situated in the Dallas County, Dallas, State of Texas. To the extent it may be applicable, you and APN agree to opt out from and expressly exclude any applicability of the Uniform Computer Information Transactions Act. If any Claim proceeds in court rather than in arbitration, YOU AND APN WAIVE ANY RIGHT TO A JURY TRIAL.

COPYRIGHT POLICY

We take protection of copyrights, both our own and others, very seriously. If you are a copyright owner (or the owner's authorized agent) and have a good-faith belief that material on our website infringes one of your copyrights, you may notify us using this procedure. In order for us to process your notice of copyright infringement, it must be sent to the agent designated below and must include the information specified below. When we receive a notice under this procedure, we will expeditiously investigate and remove or disable access to the material that is claimed to be infringing or to be the subject of infringing activity. Send your notice of infringement to our designated agent for receiving such notices: Name of Agent Designated to Receive Notification of Claimed Infringement: Jason McKay Full Address of Designated Agent to Which Notification Should Be Sent to: 2525 McKinnon, Suite 420, Dallas, Texas 75201. Email Address of Designated Agent: support@rankonesport.com. DO NOT SEND ANY INQUIRIES UNRELATED TO COPYRIGHT INFRINGEMENT (e.g., REQUESTS FOR TECHNICAL ASSISTANCE OR CUSTOMER SERVICE, REPORTS OR E-MAIL ABUSE, etc.) TO THE CONTACT LISTED ABOVE. YOU WILL NOT RECEIVE A RESPONSE IF SENT TO THAT CONTACT. Your notice of infringement must be a written communication provided to the agent designated above that includes substantially the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on our Site is covered by a single notification, a representative list of such works on our Site.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

WE CAUTION YOU THAT IF YOU KNOWINGLY MISREPRESENT THAT ONLINE CONTENT IS INFRINGING, YOU MAY BE SUBJECT TO LARGE CIVIL PENALTIES. THESE INCLUDE MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS FEES INCURRED BY US, BY ANY COPYRIGHT OWNER, OR BY ANY COPYRIGHT OWNER'S

LICENSEE THAT IS INJURED AS A RESULT OF OUR RELYING UPON YOUR MISREPRESENTATION. YOU MAY ALSO BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY.

How to Send a Counter Notice If Your Posting Was Removed in Response to a Notice of Infringement and You Believe the Posting Is Not Infringing

As explained above, if we receive a notice of infringement sent to our designated agent with the information described above, we will expeditiously remove or block access to the material that is claimed to be infringing. We will also send a notification to the user who posted the material, at the email address provided by the user in connection with his or her account with us, telling the user that the material was removed or access to it was blocked because of claimed infringement.

If you are a user who posted material that was removed in response to a notice of infringement and you believe that material was removed due to mistake or misidentification, you may request that we replace the posting by sending us a counter notice as follows: You must send the counter notice to our designated agent for receiving notices of infringement, whose name and contact information is above.

Your counter notice must be a written communication sent and must include substantially the following information:

1. A physical or electronic signature of the subscriber
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled
3. A statement under penalty of perjury that the user has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
4. The user's name, address, and telephone number, and a statement that the user consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the user's address is outside of the United States, for any judicial district in which the service provider may be found, and that the user will accept service of process from the person who provided notification of copyright infringement or an agent of such person.

When we receive a counter notice that complies with these requirements, we reserve the right, but not the obligation, to restore the material that was removed after forwarding a copy of the counter notice to the person who sent the notice of infringement and waiting at least 10 business days. If, during those 10 business days, the person who sent the original notice of infringement notifies us that such person has instituted a suit to seek a court order to restrain the user from infringing activity relating to the material on our website, we will not replace the material. Otherwise, we may repost the material at our discretion. However,

pursuant to the Section of the Terms of Use Agreement entitled "Postings", we retain the right to remove, block access to, or not restore material at any time for any reason without any liability to the posting user. In particular, a user who sends a counter notice pursuant to this Copyright Policy expressly acknowledges and agrees that we shall not be liable to the user under any circumstances for declining to replace material.

WE CAUTION YOU THAT IF YOU KNOWINGLY MISREPRESENT THAT ONLINE CONTENT IS NOT INFRINGING, YOU MAY BE SUBJECT TO HEAVY CIVIL PENALTIES. THESE INCLUDE MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS FEES INCURRED BY US, BY ANY COPYRIGHT OWNER, OR BY ANY COPYRIGHT OWNER'S LICENSEE THAT IS INJURED AS A RESULT OF OUR RELYING UPON YOUR MISREPRESENTATION. YOU MAY ALSO BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY.

MISCELLANEOUS

APN operates and controls this Site from its offices at 2525 McKinnon, Suite 420, Dallas, Texas 75201.

This Site is intended exclusively for residents of the United States. We make no representation that content on this Site is appropriate or available for use in locations outside the United States. If you choose to access this Site from a location outside the United States, you do so of your own initiative and you alone are responsible for compliance with local laws. Under no circumstances is APN responsible for ensuring that the Site is in compliance with the local laws of jurisdictions outside the United States. No software from this Site may be downloaded, exported or re-exported in violation of any law including, without limitation, to countries that are subject to U.S. export restrictions.

These Terms of Use contain the entire understanding and supersede all prior understandings of the parties hereto relating to the subject matter hereof, and cannot be changed or terminated orally. Notwithstanding the foregoing, you also may be subject to additional or separate terms and conditions, rules or policies that may apply when you use certain features and services or purchase certain products that may be made available through this Site. If any provision of these Terms of Use is found to be illegal or unenforceable, these Terms of Use will be deemed curtailed to the extent necessary to make them legal and enforceable and will remain, as modified, in full force and effect.

WICHITA FALLS ISD BOARD OF TRUSTEES
November 8, 2022

Agenda Item:	Pinnacle 60-month Wireless Agreement			
Administrator Responsible:	Leah Horton, Chief Financial Officer			
Attachments:	Attachment			
<input type="checkbox"/> Action Needed <input checked="" type="checkbox"/> Future Action <input type="checkbox"/> Information <input type="checkbox"/> Report				

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees approve the Pinnacle Network Solutions (parent company Santa Rosa Fiber) 60-month agreement for Wireless Services, in the amount of \$105.99 per month (60-month total of \$6,359.40), as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

The wireless services will provide internet access at the WFISD Ag Barn located at 5000 Kemp Blvd. The service is necessary for additional security features, including advanced gate code system as well as the connection of security cameras on the property. The attached Service Agreement from Santa Rosa Communications (Pinnacle’s parent company) is for 60-months and will be invoiced monthly by Pinnacle. Comparison of available terms reflects a savings of \$1,603.67 over five years based on a 3% Consumer Price Index increase.

Term	Price Per Month	Annual Price	60-Month Cost (3% CPI*)	60-Month Savings
12-months	\$124.99	\$1,499.88	*\$7,963.07	n/a
36-months	\$114.99	\$1,379.88	*\$7,325.97	\$637.10
60-months	\$105.99	\$1,271.88	\$6,359.40	\$1,603.67

Fiscal Note:

The expenditure(s) will be paid from budgeted CTE funds. Multi-year agreements require the Board of Trustees approval per policy, CH Local.

QUOTE

WFISD
Attn: JOSH SNOW

6/10/2022

Service Address
5000 Kemp BLVD
Wichita Falls TX

Billing Address
WFISD

ESTIMATED ACCOUNT & SERVICES CHARGES

QTY	TERM	SERVICE	DESCRIPTION	COST	APPROVED
1	12	INTERNET	50 MBPS / 5 MBPS	104.99	
1	12	ROUTER	MANAGED ROUTER	10.00	
1	12	STATIC IP	STATIC IP	10.00	
TOTAL				\$124.99	

QTY	TERM	SERVICE	DESCRIPTION	COST	APPROVED
1	36	INTERNET	50 MBPS / 5 MBPS	94.99	
1	36	ROUTER	MANAGED ROUTER	10.00	
1	36	STATIC IP	STATIC IP	10.00	
TOTAL				\$114.99	

QTY	TERM	SERVICE	DESCRIPTION	COST	APPROVED
1	60	INTERNET	50 MBPS / 5 MBPS	85.99	
1	60	ROUTER	MANAGED ROUTER	10.00	
1	60	STATIC IP	STATIC IP	10.00	
TOTAL				\$105.99	

Accepted By

Printed

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Title

Date

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We appreciate your business,

Jared Elkins, Account Executive
Direct line | (940) 704-1526
jared.elkins@santarosafiber.com

Terms & Conditions: Quote is valid for 15 days from the date issued. Termination fee is equal to the remaining number of months multiplied by the MRC. Taxes and surcharges will apply – please provide exemption certificate if applicable. Service to be used by **[Business Name]** only.

WICHITA FALLS ISD BOARD OF TRUSTEES
November 8, 2022

Agenda Item:	Insight Investments		
Administrator Responsible:	Curtis Shahan, Director of Technology		
Attachments:	Vendor Offer		
<input type="checkbox"/> Action Needed	<input checked="" type="checkbox"/> Future Action	<input type="checkbox"/> Information	<input type="checkbox"/> Report

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees approve the termination of the Lease for the Equipment from Insight Investments in the amount of \$179,550.00, as submitted by Curtis Shahan, Director of Technology, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

This is a buyout option for the current lease of 5,700 Chromebooks at the elementary level. This was our best fiscal option and will be paid out of the Technology budget in December of 2024. Purchases over \$100,000 require the Board of Trustees approval per policy, CH Local.

WICHITA FALLS ISD BOARD OF TRUSTEES
November 8, 2022

Agenda Item:	Membership for the WFISD School Health Advisory Council (SHAC)		
Administrator Responsible:	Dr. Shonna Norton, Director of Social/Emotional Services and SHAC Coordinator		
Attachments:	Roster of School Health Advisory Council Members for the 2022-2023 school year		
<input type="checkbox"/> Action Needed	<input checked="" type="checkbox"/> Future Action	<input type="checkbox"/> Presentations	<input type="checkbox"/> Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees appoint the proposed members to serve on the 2022-2023 WFISD School Health Advisory Council as submitted by Dr. Shonna Norton, Director of Social and Emotional Services and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

In accordance with guidance published by the Texas Department of Human Services and WFISD Policy BDF (Legal), the WFISD Board of Trustees shall establish a local School Health Advisory Council (SHAC) to assist the district in ensuring that local community values are reflected in the district's health education instruction. The composition of the SHAC must include at least five members, and the majority of the members must be parents of students enrolled in the district who are not also employed by the district.

22-23 SHAC Membership

Name	Primary Role	Year of Service
Laura Akin	WFISD Parent	1 st
Cason Bennett	WFISD Parent	1 st
William Carter	City of WF Health Department	2 nd
Chelse Costilla	WFISD Parent	2 nd
Amber Gilmore	Serenity House Director of Prevention Services	1 st
Meagan Meachum	WFISD Physical Therapy	2 nd
Shonna Norton	WFISD Director of Social & Emotional Services	1 st
April Paschall	WFISD Parent	1 st
David Raines	Wichita Falls Police Department	1 st
Heather Simpson	WFISD Parent	1 st
Ivonne Wineinger	WFISD Parent	1 st

WICHITA FALLS ISD BOARD OF TRUSTEES
November 8, 2022

Agenda Item:	Consolidation of Campuses		
Administrator Responsible:	Dr. Peter Griffiths, Associate Superintendent		
Presentation:			
<input checked="" type="checkbox"/> Future Action	<input type="checkbox"/> For Discussion	<input type="checkbox"/> Presentations	<input type="checkbox"/> Report

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees approve the consolidation of Lamar Elementary to Southern Hills Elementary and Booker T. Washington Elementary and Haynes Elementary to Burgess Elementary for the 2023-2024 school year as submitted by Dr. Peter Griffiths, Associate Superintendent, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation

Under CT (Local), campuses may be consolidated by merging of two or more campuses onto one campus to address more efficient use of the available capacity and a reduction in operating costs in specific school attendance areas.

The District is recommending the consolidation of:

- Lamar Elementary merging to Southern Hills Elementary and Booker T. Washington Elementary for the 23-24 school year.
- Haynes Elementary merging to Burgess Elementary for the 23-24 school year.

WICHITA FALLS ISD BOARD OF TRUSTEES
November 8, 2022

Agenda Item:	Closure of Campuses		
Administrator Responsible:	Dr. Peter Griffiths, Associate Superintendent		
Presentation:			
<input checked="" type="checkbox"/> Future Action	<input type="checkbox"/> For Discussion	<input type="checkbox"/> Presentations	<input type="checkbox"/> Report

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees approve the closure of Lamar Elementary and Farris Elementary for the 2023-2024 school year as submitted by Dr. Peter Griffiths, Associate Superintendent, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation

Under CT (Local), school closure shall refer to a cessation of school operation that comes as a result of efforts by the District to operate more efficiently by using capacity available in other existing schools.

The District is recommending the closure of:

- Farris Elementary for the 23-24 school year.
- Lamar Elementary for the 23-24 school year.

WICHITA FALLS ISD BOARD OF TRUSTEES
November 8, 2022

Agenda Item:	FC (Regulation) – Attendance Zones / International Baccalaureate Program at Legacy High School		
Administrator Responsible:	Dr. Peter Griffiths, Associate Superintendent		
Presentation:			
<input type="checkbox"/> Future Action	<input type="checkbox"/> For Discussion	<input type="checkbox"/> Presentations	<input checked="" type="checkbox"/> Report

Administrative Information:

That the Wichita Falls Independent School District Board of Trustees be aware of the changes in FC (Regulation) regarding new attendance zones for the 2023-2024 school year and announcing the International Baccalaureate Program at Legacy High School for the 2024-2025 school year as submitted by Dr. Peter Griffiths, Associate Superintendent, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation

FC (Regulation) refers to attendance zones. The following attendance zones will be changed for the 23-24 School Year upon the approval of the consolidation and closure of campuses.

- Burgess
- Crockett
- Cunningham
- Fain
- Fowler
- Franklin
- Jefferson
- Milam
- Scotland Park
- Southern Hills
- Booker T. Washington
- Zundy

The district will move the International Baccalaureate (IB) Program to Legacy High School for the 2024-2025 school year. By announcing the change now, allows the district to begin the process with the IB Organization to transfer information and allow for necessary discussions of trainings and staffing for the IB program to continue in Wichita Falls ISD.

**APPLICANTS TO BE APPROVED BY THE BOARD OF EDUCATION
November 8, 2022**

**CERTIFIED APPLICANT POOL
ADDENDUM**

Name	Certification	University	Yrs of Exp	Position/Assignment	Previous District
Steinbeck, Crystal	SPED EC-12	Midwestern State University	2	Teacher McNiel Replacing Tabitha Pleasants	Henrietta ISD

WICHITA FALLS ISD BOARD OF TRUSTEES
November 8, 2022

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

Administrative Recommendation:

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

Letters of Retirement:

Professionals

Carr, Jeff – Teacher, Denver (11/04/22)
Pierce, Annette – Librarian, Franklin (11/04/22)

Clerical/Auxiliary/Support

Guerra, Melanie – Aide, Rider (5/25/23)
Williams, Wanda – Aide, Haynes (5/25/22)

Letters of Resignation:

Professionals

Dohmen, Michaelene – Teacher, McNeil (10/14/22)
Ehman, Susan – Teacher, Rider (11/04/22)
Lira, Maria – Teacher, Haynes (12/16/22)

Clerical/Auxiliary/Support

Archeyna, Lacy – Clerk, Kirby (10/28/22)
Barnes, Meredith – Aide, WFHS (12/16/22)
Bodmann, Mathew – Kitchen Technician, Maintenance (10/21/22)
Ferguson, Matthew – SRO, Ed Center (10/25/22)
Graham, Mindy – Administrative Assistant, Ed Center (11/04/22)
Harmon, Nancie – Aide, Cunningham (11/04/22)
Henderson, Holly – Aide, West Foundation (10/28/22)

Taylor, Jennifer – Aide, Fowler (10/25/22)
Urbieta, Priscila – Secretary, Farris (10/21/22)

WICHITA FALLS ISD BOARD OF TRUSTEES
November 8, 2022

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
November 8, 2022**

CERTIFIED APPLICANT POOL

Name	Certification	University	Yrs of Exp	Position/Assignment	Previous District
Jensen, David	Secondary ROTC	University of Central Oklahoma (Bachelors) Webster University (Masters)	2	ROTC Instructor Hirschi (23-24 school year possibly) Replacing James Fraire	Ogden School District - Utah
Satterfield, Jessica	NA	Midwestern State University	0	PAT Instructor Booker T. Washington Replacing Caroline Miles	NA
Tempelmeyer, Matthew	***Technology Applications 6-12	Midwestern State University	0	Teacher Barwise Replacing Mandi Freeman	WFISD (Sub)

CONTRACT CHANGE

Name	Current Contract	Current Position	New Contract	New Position
Nava, Jennifer	Classroom Teacher Term	Teacher Lamar	Diagnostician Term	Diagnostician Ed Center Replacing Julee Deeb

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
November 8, 2022**

**CERTIFIED APPLICANT POOL
ADDENDUM**

Name	Certification	University	Yrs of Exp	Position/Assignment	Previous District
Steinbeck, Crystal	SPED EC-12	Midwestern State University	2	Teacher McNiel Replacing Tabitha Pleasants	Henrietta ISD

WICHITA FALLS ISD BOARD OF TRUSTEES
November 8, 2022

Agenda Item:	Minutes		
Administrator Responsible:	Dr. Donny Lee, Superintendent of Schools		
Attachments:	Minutes of Special Session, October 11, 2022 Minutes of Regular Meeting, October 17, 2022 Minutes of Work Session, October 27, 2022		
<input type="checkbox"/> Action Needed	<input checked="" type="checkbox"/> Future Action	<input type="checkbox"/> Presentation	<input type="checkbox"/> Report

Administrative Recommendation:

That the Wichita Falls Independent School District Board of Trustees approves the proposed minutes of a special session, October 11, 2022, a regular meeting, October 17, 2022, and a work session, October 27, 2022 as recommended by Dr. Donny Lee, Superintendent of Schools.

Explanation:

Following are copies of the minutes of a special session, October 11, 2022, a regular meeting, October 17, 2022, and a work session, October 27, 2022. These minutes will become official upon approval by the Board.

**WICHITA FALLS INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES
WFISD ADMINISTRATION BUILDING – BOARD ROOM
SPECIAL SESSION MEETING OCTOBER 11, 2022**

CALL TO ORDER AND OPENING STATEMENT:

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

Board members present: Mr. Mike Rucker, Ms. K. Elizabeth Yeager, Mr. Tom Bursey, Mr. Dale Harvey, Mr. Mark Lukert, Ms. Katherine McGregor and Mr. Robert Payton. Mr. Mike Rucker noted that a quorum was present and the meeting had been duly called and notice of the meeting had been posted for the time and manner required by law.

Staff members present: Dr. Donny Lee, Superintendent of Schools, Dr. Peter Griffiths, Associate Superintendent, Ms. Dayna Hardaway, Director of Human Resources, Ms. Ashley Thomas, Communications Officer, Ms. Leah Horton, Chief Financial Officer, Ms. Judith Whittington, Interim Chief Financial Officer, Ms. Deborah Dipprey, Executive Director of School Administration, Mr. Curtis Shahan, Director of Technology, Mr. Ward Roberts, Director of Innovation and Advanced Academics, Ms. Michelle Wood, Director of Career and Technology Education, Ms. Denise Brown, Director of Finance, Ms. Lauren Zotz, Director of Purchasing, Ms. Laurie Kinne, Director of Secondary Curriculum, Mr. Jeff Hill, Director of Elementary Curriculum, Mr. Chris Fain, Director of Maintenance, Ms. Misti Spear, Director of Strategic Planning, and Ms. Betsi Morton, Risk and Contract Manager.

Also present were Ms. Cindy Tatum, Financial Consultant, Mr. Tanner DeLeon, reporter for KAUZ, and Ms. Trish Choate, reporter for Times Record News.

INVOCATION:

Mr. Mike Rucker gave the invocation.

PUBLIC COMMENT:

Mr. David Gray, Burkburnett, TX resident, spoke to the Wichita Falls Independent School District Board of Trustees about possible value engineering to be discussed in this meeting and the future of the Wichita Falls High School building after the new schools open.

REPORTS OR SPECIAL DISCUSSION ITEMS:

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

Mr. David Potter, Architect with DP4 Consult and Huckabee, Inc, gave a detailed report on the construction at Wichita Falls Legacy High School and Wichita Falls Memorial High School.

CONSIDER ADDITIONAL VALUE ENGINEERING AT WF LEGACY HIGH SCHOOL AND WF MEMORIAL HIGH SCHOOL:

The Wichita Falls Independent School District Board of Trustees discussed that additional value engineering could include continually looking for the most cost-effective decisions during the construction project including more detailed summaries of the OAC meetings.

2022-2023 GOALS AND PERFORMANCE OBJECTIVES:

Ms. Misti Spear, Director of Strategic Planning, presented to the Wichita Falls Independent School District Board of Trustees the 2022-2023 Goals and Performance Objectives developed by the District Advisory Committee. Board members requested additional information to explain the decisions made by the committee.

This item will be placed on the action agenda for the Board of Trustees regular meeting on October 17, 2022.

IMPROVED ACADEMIC ACHIEVEMENT: CTE PRESENTATION:

Ms. Michelle Wood, Director of Career and Technology Education, presented to the Wichita Falls Independent School District Board of Trustees an update on the CTE programs in the district. The update included the upcoming 8th grade tours of the Career Education Center to highlight options for incoming students and the recent activities of students in the electrical program, culinary students winning at the State Fair, engineering students using equipment purchased from a Howmet grant and Future Educators receiving their teaching assignments.

FINANCIAL SERVICES:

RESALE BIDS OF PROPERTY LOCATED WITHIN WFISD:

Mr. Tom Bursey, seconded by Mr. Robert Payton, moved that the Wichita Falls Independent School District Board of Trustees approve the Resale Bid for 1303 34th Street and 1316 32nd Street.

Carried unanimously by a vote of 7 – 0

FINANCIAL REPORTS AS OF AUGUST 31, 2022:

Ms. Leah Horton, Chief Financial Officer, recommended that the Wichita Falls Independent School District Board of Trustees approve the year-to-date financial reports and investment reports.

This item will be placed on the consent agenda for the Board of Trustees regular meeting on October 17, 2022.

SEPTEMBER 2022 BUDGET AMENDMENTS:

Ms. K. Elizabeth Yeager, seconded by Mr. Robert Payton, moved that the Wichita Falls Independent School District Board of Trustees approve the recommended budget amendments to the 2022-2023 budgets.

Carried unanimously by a vote of 7 – 0

BUDGET AMENDMENT SUPPORTING THE TEACHER INCENTIVE ALLOTMENT PROGRAM:

Ms. Leah Horton, Chief Financial Officer, recommended that the Wichita Falls Independent School District Board of Trustees approve an amendment to the General Fund budget to provide for the Teacher Incentive Allotment.

This item will be placed on the consent agenda for the Board of Trustees regular meeting on October 17, 2022.

BUDGET UPDATE FOR 2022-2023 FISCAL YEAR:

Ms. Cindy Tatum, Financial Consultant, provided an update of the budget for the Wichita Falls Independent School District Board of Trustees. Ms. Tatum presented a review of the 2021-2022 budget and the 2022-2023 budget. Ms. Tatum described how the 11% increase in certified tax values and adjusting the number used to calculate average daily attendance will help the 2022-2023 revenue.

SCHOOL ADMINISTRATION:

TASB RECOMMENDED LOCAL POLICY UPDATE 119:

Ms. Debbie Dipprey, Executive Director of School Administration, recommended that the Wichita Falls Independent School District Board of Trustees approve the (LOCAL) policies as recommended by TASB Policy Service and according to the Instruction Sheet for TASB Localized Policy Manual Update 119.

This item will be placed on the consent agenda for the Board of Trustees regular meeting on October 17, 2022.

WAIVER FOR HOMEBOUND AND REMOTE INSTRUCTION:

Mr. Dale Harvey, seconded by Mr. Mark Lukert, moved that the Wichita Falls Independent School District Board of Trustees give the approval to submit a waiver to the Texas Education Agency for remote homebound instruction for two special education students.

Carried unanimously by a vote of 7 – 0

LOCAL POLICY UPDATE CT(LOCAL):

Dr. Peter Griffiths, Associate Superintendent, recommended that the Wichita Falls Independent School District Board of Trustees approve the changes to policy CT(LOCAL) regarding closures, consolidation, and vacating of district facilities.

This item will be placed on the consent agenda for the Board of Trustees regular meeting on October 17, 2022.

DISTRICT SERVICES AND OPERATIONS:

ADULT LUNCH PRICE INCREASE FOR SCHOOL YEAR 2022-2023:

Dr. Peter Griffiths, Associate Superintendent, recommended that the Wichita Falls Independent School District Board of Trustees approve a lunch price increase for adults or visitors at elementary and secondary schools for the 2022-2023 school year. The price increase is mandated by the United States Department of Agriculture to ensure the school district stays in compliance with the National School Lunch Program. The recommended price for adult or visitor lunch meals is \$4.10. There will be no change to the adult or visitor breakfast meal price of \$2.70.

This item will be placed on the consent agenda for the Board of Trustees regular meeting on October 17, 2022.

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).

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

Professionals

Baker, Dell – Counselor, Fain (12/16/22)
Hannah, Kimberly – Teacher/Coach, Barwise (12/16/22)

Clerical/Auxiliary/Support

Arias, Debra – Aide, Cunningham (12/16/22)
Cabe, Angela – Aide, Brook Village (12/16/22)
Fleming, Tara – LVN, Sheppard (12/16/22)

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

Professionals

Almanza, Michael – Teacher, Scotland Park (9/12/22)
Brumbelow, Holly – Teacher, Southern Hills (10/14/22)
Everett, Jessica – Teacher, Lamar (9/23/22)
Havens, Mary – Teacher, Booker T. Washington (10/1/22)
Manley, Robert – Teacher, Hirschi/Kirby (9/16/22)
Pleasants, Tabitha – Teacher, McNeil (10/17/22)
Riesen, Amanda – Teacher, Burgess (10/14/22)

Vaughn, Lahoma – Chief of Police, Ed Center (10/17/22)

Clerical/Auxiliary/Support

Flores, Ashley – Aide, Brook Village (9/30/22)

Hillen, Cendy – Aide, Lamar (9/30/22)

Keeling, Sarah – Aide, Booker T. Washington (10/5/22)

Lehman, Montana – Aide, Farris (9/22/22)

McElroy, Cathy – Secretary, Burgess (10/07/22)

Panter, Andrew – Aide, Burgess (10/04/22)

Valdez, Socorro – Clerk, Scotland Park (10/17/22)

Youngblood, Kendra – Aide, West Foundation (10/7/22)

TEACHER APPLICANT POOL:

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

Carried unanimously by a vote of 7 – 0

BOARD MATTERS:

MINUTES:

Minutes of special session, September 13, 2022, minutes of regular meeting, September 19, 2022, and minutes of work session, September 26, 2022.

These items will be placed on the consent agenda for the Board of Trustees regular meeting on October 17, 2022.

JOINT ELECTION AGREEMENT AND ELECTION SERVICES AGREEMENT BETWEEN THE WICHITA FALLS ISD AND WICHITA COUNTY FOR THE NOVEMBER 8, 2022 ELECTION:

The Wichita Falls Independent School District Board of Trustees received an announcement that district personnel are working closely with the Wichita County Election Division to prepare the joint election agreement.

This item will be placed on the action agenda for the Board of Trustees regular meeting on October 17, 2022.

POSSIBLE BOARD MEMBER ANNOUNCEMENT:

Mr. Robert Payton, board member representing single member district 1, submitted his resignation effective at the end of the day on Tuesday, October 11, 2022. Mr. Payton and his wife are moving just outside of single member district 1. Mr. Payton has served on the Wichita Falls Independent School District Board of Trustees since 2004.

RECESS:

Mr. Mike Rucker, board president, recessed the special session to go into closed session at 2:05 p.m.

CLOSED SESSION:

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

ADJOURNED:

No further action was taken and Mr. Mike Rucker, board president, adjourned the meeting at 4:01 p.m.

President, Board of Trustees

Secretary, Board of Trustees

**APPLICANTS TO BE APPROVED BY THE BOARD OF EDUCATION
October 11, 2022**

CERTIFIED APPLICANT POOL

Name	Certification	University	Yrs of Exp	Position/Assignment	Previous District
Bruce, Kourtney	*ELAR 7-12	Midwestern State University	0	Teacher Hirschi Replacing KraTaura Buckner	NA
Reinbold Higgins, Miranda	***Secondary Math 7-12	University of North Dakota	0	Teacher Hirschi Replacing Ronald Barrett	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
October 11, 2022**

**CERTIFIED APPLICANT POOL
ADDENDUM**

Name	Certification	University	Yrs of Exp	Position/Assignment	Previous District
Baretta, Josephine	*SPED EC-12 Core Subjects EC-6	Midwestern State University (Bachelors) University of North Texas (Masters)	0	Teacher Burgess Replacing Katie French/ Johnny Brown (SPED)	NA
Hickerson, Undrea	NA	Columbia Southern University (Bachelors & Masters)	0	Parents as Teachers Instructor Booker T. Washington Added position	NA
Shores, Jesselee	Science 4-8	Midwestern State University	0	Teacher Burgess Replacing Amanda Riesen	WFISD

**WICHITA FALLS INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES
WFISD ADMINISTRATION BUILDING – BOARD ROOM
REGULAR BOARD MEETING OCTOBER 17, 2022**

CALL TO ORDER AND OPENING STATEMENT:

The Board of Trustees of the Wichita Falls Independent School District met in a regular board meeting on the above date. The meeting was called to order at 6:00 p.m. by Mr. Mike Rucker, board president.

Board members present: Mr. Mike Rucker, Ms. K. Elizabeth Yeager, Mr. Tom Bursey, and Mr. Mark Lukert. Mr. Mike Rucker, board president, 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. Ms. Katherine McGregor arrived at 6:05 p.m. Mr. Dale Harvey was absent.

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. Deborah Dipprey, Director of School Administration, Ms. Misti Spear, Director of Strategic Planning, Ms. Lauren Zotz, Director of Purchasing, Mr. Larry Menefee, Director of Student Services, Ms. Cindy Waddell, Principal at Sheppard Elementary, Ms. Kim Smith, Principal at West Foundation Elementary, and Ms. Kelly Strenski, Director of Fine Arts.

Also present were Ms. Susan Grisel, candidate in single member district 1, Mr. Jim Johnson, candidate in single member district 5, Judge Woody Gossom, Wichita County Judge, and Ms. Trish Choate, reporter for Times Record News.

PRESENTATION OF COLORS:

Mr. Mike Rucker, board president, led the pledge of allegiance.

INVOCATION:

Mr. Mike Rucker gave the invocation.

BOARD MATTERS:

CONSIDERATION AND POSSIBLE ACTION TO ACCEPT THE RESIGNATION OF BOARD MEMBER BOB PAYTON:

Mr. Tom Bursey, seconded by Mr. Mark Lukert, moved that the Wichita Falls Independent School District Board of Trustees accept the resignation of board member Bob Payton.

Carried unanimously by a vote of 4 – 0

CONSIDERATION AND POSSIBLE ACTION TO APPOINT SUSAN GRISEL TO FILL BOARD VACANCY:

Ms. K. Elizabeth Yeager, seconded by Mr. Tom Bursey, moved that the Wichita Falls Independent School District Board of Trustees appoint Susan Grisel to fill the vacancy in single member district 1.

Carried unanimously by a vote of 4 – 0

ADMINISTER STATEMENT OF ELECTED OFFICER AND OATH OF OFFICE TO SUSAN GRISEL, DISTRICT 1:

Mr. Mike Rucker, board president, welcomed county judge Woody Gossom to administer the Oath of Office to Susan Grisel. Ms. Grisel is joined by her husband, Dr. Grisel and youngest daughter.

PUBLIC COMMENTS:

Mr. Kevin Hunter, community member and parent, spoke to the Wichita Falls Independent School District Board of Trustees to support employee Kacy Hunter.

Ms. Valerie Rhodes, a community member, spoke to the Wichita Falls Independent School District Board of Trustees regarding safety concerns and hostile environments that invite bullying and discrimination.

Mr. David Gray, a Burkburnett resident, spoke to the Wichita Falls Independent School District Board of Trustees regarding the stipend or incentive allotment that is on the consent agenda, the upcoming election, and a facility committee.

SUPERINTENDENT REPORT:

Dr. Donny Lee, Superintendent, provided a report of events in the district. The update included a report of the current enrollment number of 13,309 students with an average daily attendance of 94.9%. Dr. Lee shared campus visits since the beginning of school, including check-in visits to classrooms, pop-up appreciation events, walkthroughs with campus principals and special lessons and celebrations in classrooms across the district. Dr. Lee reported that a group of administrators visited a Lawton ISD school to preview their safety procedure and how they utilized their metal detectors. Dr. Lee shared that he has met with Representative James Frank and Senator Drew Springer to discuss legislative topics that are important to Wichita Falls ISD students. Dr. Lee provided a drone view of the construction at WF Legacy High School. Dr. Lee and other administrators are involved in many fentanyl awareness initiatives on campus and in the community. Kirby Middle School is receiving additional help from Education Center Specialists, Region 9 ESC & community church partnerships. Dr. Lee has hosted some Facebook Live events for updates to the community. The most recent event included a student from McNeil Middle School. There are additional Facebook Live events coming soon. Dr. Lee reported that Debbie Dipprey, Executive Director of School Administration, was presented with the Yellow Rose of Texas Award by the local Disabled American Veterans chapter.

REPORTS OR SPECIAL DISCUSSION ITEMS:

2022-2023 GOALS AND PERFORMANCE OBJECTIVES:

Ms. K. Elizabeth Yeager, seconded by Mr. Mark Lukert, moved that the Wichita Falls Independent School District Board of Trustees approve the 2022-2023 Goals and Performance Objectives recommended by the District Advisory Committee.

Carried unanimously by a vote of 6 – 0

CONSENT AGENDA:

Mr. Mark Lukert, seconded by Mr. Tom Bursey, moved that the Wichita Falls Independent School District Board of Trustees approve the consent agenda with the following items: Financial Reports as of August 31, 2022, Budget Amendment supporting the Teacher Incentive Allotment Program, TASB Recommended Local Policy Update 119, Local Policy Update: CT(LOCAL), Adult Lunch Price Increase for School Year 2022-2023, and Minutes.

Carried unanimously by a vote of 6 – 0

HUMAN RESOURCES:

TEACHER APPLICANT POOL:

Ms. K. Elizabeth Yeager, seconded by Mr. Tom Bursey, moved that the Wichita Falls Independent School District Board of Trustees approve the proposed teacher applicant pool addendum (Exhibit A).

Carried unanimously by a vote of 6 – 0

BOARD MATTERS:

JOINT ELECTION AGREEMENT AND ELECTION SERVICES AGREEMENT BETWEEN THE WICHITA FALLS ISD AND WICHITA COUNTY FOR THE NOVEMBER 8, 2022 ELECTION:

Mr. Tom Bursey, seconded by Mr. Mark Lukert, moved that the Wichita Falls Independent School District Board of Trustees approve the joint election agreement and election services agreement between Wichita Falls ISD and Wichita County for the November 8, 2022 election.

Carried unanimously by a vote of 6 – 0

BOARD OF TRUSTEE CONTINUING EDUCATION TRAINING:

Mr. Mike Rucker, board president, made an announcement to the Wichita Falls Independent School District Board of Trustees of the continuing education requirements.

Under State Board of Education Rule, completing required continuing education each year of service is a basic obligation and expectation of any sitting board member.

There are seven training areas for board member continuing education:

1. Local District Orientation
2. Orientation to the Texas Education Code
3. Post-Legislative Update to the Texas Education Code
4. Team-Building
5. Additional Continuing Education
6. Evaluating Student Academic Performance and Setting Goals
7. Identifying and Reporting Abuse, Trafficking, and other Maltreatment of Children
8. School Safety

To the extent applicable to each board member, I will announce the completion or deficiency as to required training.

Local District Orientation:

No new board members were required to complete local district orientation training for the time period covered by this announcement.

Orientation to the Texas Education Code:

No new board members were required to complete Orientation to the Texas Education Code training for the time period covered by this announcement.

Post-Legislative Update to the Texas Education Code:

No new board members were required to complete the post-legislative update to the Texas Education Code for the time period covered by this announcement.

Team-Building:

The following board members have completed Team-Building: Mike Rucker, Elizabeth Yeager, Tom Bursey, Dale Harvey, Mark Lukert, and Katherine McGregor.

Additional Continuing Education:

Note: 10 hours for first-year members, 5 hours for subsequent years.

The following board members have completed the additional continuing education requirements: Mike Rucker, Tom Bursey, Mark Lukert, and Katherine McGregor.

The following board members have not completed the additional continuing education requirements: Dale Harvey and Elizabeth Yeager.

Evaluating Student Academic Performance and Setting Goals:

The following board members have not completed the biennial training on evaluating student academic performance and setting goals: Mike Rucker, Elizabeth Yeager, Tom Bursey, Dale Harvey, Mark Lukert, and Katherine McGregor. Since this training is required with the superintendent, the team of eight is working to complete this training in the coming months.

Identifying and Reporting Abuse, Trafficking, and Other Maltreatment of Children:

The following board members have completed the biennial training on identifying and reporting abuse and trafficking: Mike Rucker, Tom Bursey, Katherine McGregor, and Mark Lukert.

The following board members have not completed the biennial training on identifying and reporting abuse and trafficking: Elizabeth Yeager and Dale Harvey.

School Safety:

The following board members have completed the biennial training on identifying and reporting abuse and trafficking: Mike Rucker, Tom Bursey, and Katherine McGregor.

The following board members have not completed the biennial training on identifying and reporting abuse and trafficking: Elizabeth Yeager, Dale Harvey, and Mark Lukert.

Exceeding Required Continuing Education

The following board members have exceeded the required amount of continuing education training: Mark Lukert exceeded the required training with 9 additional hours.

RECESS:

Mr. Mike Rucker, board president, recessed the board meeting to go into closed session at 6:44 p.m.

CLOSED SESSION:

1. Personnel Matters Including the Appointment, Evaluation, Reassignment, Duties, Discipline, Dismissal and/or Compensation of Individual District Employees (Pursuant to Texas Government Code 551.074)
2. Consultation with District's Legal Counsel Regarding Legal and Procedural Matters Related to Level Three Employee Grievances (Pursuant to Texas Government Code Section 551.071)
3. Level Three Employee Grievance Appeal Hearing of John Cain and Deliberation Regarding Same (Pursuant to Texas Government Code Section 551.074)

RECONVENED:

Mr. Mike Rucker, board president, reconvened the open session at 8:22 p.m.

OPEN SESSION:

CONSIDERATION AND POSSIBLE ACTION REGARDING LEVEL THREE EMPLOYEE GRIEVANCE APPEAL OF JOHN CAIN:

Mr. Mark Lukert, seconded by Mr. Tom Bursey, moved that the Wichita Falls Independent School District Board of Trustees authorize legal counsel to proceed as discussed in closed session.

Carried unanimously by a vote of 5 – 0
Ms. K. Elizabeth Yeager recused herself from the hearing.

RECESS:

Mr. Mike Rucker, board president, recessed the board meeting to go into closed session at 8:24 p.m.

CLOSED SESSION:

1. Personnel Matters Including the Appointment, Evaluation, Reassignment, Duties, Discipline, Dismissal and/or Compensation of Individual District Employees (Pursuant to Texas Government Code 551.074)
2. Consultation with District’s Legal Counsel Regarding Legal and Procedural Matters Related to Level Three Employee Grievances (Pursuant to Texas Government Code Section 551.071)
3. Level Three Employee Grievance Appeal Hearing of Kimberly Smith and Deliberation Regarding Same (Pursuant to Texas Government Code Section 551.074)

RECONVENED:

Mr. Mike Rucker, board president, reconvened the open session at 9:18 p.m.

OPEN SESSION:

CONSIDERATION AND POSSIBLE ACTION REGARDING LEVEL THREE EMPLOYEE GRIEVANCE APPEAL OF KIM SMITH:

Ms. K. Elizabeth Yeager, seconded by Ms. Katherine McGregor, moved that the Wichita Falls Independent School District Board of Trustees appreciates the excellent work done by Ms. Smith. Due to the current financial situation and in an effort to be fair to all elementary principals, the board does not believe it is appropriate to grant the relief requested by Ms. Smith. However, the board asks that administration to conduct a salary review of all WFISD elementary principal salaries prior to the 23-24 budget cycle and recommend adjustments for consideration at that time.

Carried unanimously by a vote of 5 – 0
Ms. Susan Grisel recused herself from the hearing.

ADJOURNMENT:

Mr. Mark Lukert, seconded by Ms. K. Elizabeth Yeager, moved that the Wichita Falls Independent School District Board of Trustees adjourn the meeting at 9:20 p.m.

Carried unanimously by a vote of 6 – 0

President, Board of Trustees

Secretary, Board of Trustees

**APPLICANTS TO BE APPROVED BY THE BOARD OF EDUCATION
October 17, 2022**

**CERTIFIED APPLICANT POOL
(Addendum)**

Name	Certification	University	Yrs of Exp	Position/Assignment	Previous District
Minnear, Toby	*Core Subjects w/STR EC-6	Midwestern State University	0	Teacher Fain Replacing Brittany Davis	NA
Smith, Anthony	NA	Liberty University	9	Chief of Police Ed Center Replacing Lahoma Vaughn	Buna ISD

Asterisk indicates Contract Addendum Required. See key below.

** Enrolled in an Alternative Certification Program*

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

****Probationary Certificate*

***** Non-Renewal Permit*

DOI = District Of Innovation

**WICHITA FALLS INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES
WFISD ADMINISTRATION BUILDING – BOARD ROOM
WORK SESSION OCTOBER 27, 2022**

CALL TO ORDER AND OPENING STATEMENT:

The Board of Trustees of the Wichita Falls Independent School District met in a work session on the above date. Mr. Mike Rucker, board president, called the meeting to order at 6:00 p.m.

Board members present: Mr. Mike Rucker, Ms. K. Elizabeth Yeager, Mr. Tom Bursey, Ms. Susan Grisel, Mr. Dale Harvey, and Mr. Mark Lukert. Mr. Mike Rucker, board president, 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. Ms. Katherine McGregor arrived at 6:01 p.m.

Others present: Dr. Donny Lee, Superintendent of Schools, Wes Pierce, Executive Director at Region 9 ESC, Micki Wesley, Deputy Executive Director at Region 9 ESC, Kenny Miller, Deputy Executive Director at Region 9 ESC.

INVOCATION:

Mr. Mike Rucker gave the invocation.

PUBLIC COMMENT:

No public comments for the work session on October 27, 2022.

BOARD MATTERS:

CLOSED SESSION:

Mr. Mike Rucker, board president recessed the work session to go into closed session at 6:01 p.m.

Closed Session Pursuant to Texas Government Code 551.074: Discussions Concerning the Duties and Responsibilities of School Board Members and the Superintendent.

GOAL SETTING WORKSHOP:

Mr. Wes Pierce, Executive Director at Region 9 ESC, led the Goal Setting Workshop with the Wichita Falls Independent School District Board of Trustees.

Ms. Katherine McGregor, board member, left during closed session at 8:00 p.m.

RECONVENED:

Mr. Mike Rucker, board president, reconvened the open session at 8:35 p.m.

ADJOURNMENT:

Mr. Mark Lukert, seconded by Mr. Tom Bursey, moved that the Wichita Falls Independent School District Board of Trustees adjourn the meeting at 8:35 p.m.

Carried unanimously by a vote of 6 – 0

President, Board of Trustees

Secretary, Board of Trustees