Special Meeting of the Board of Education
Chickasha Activity Center , 201 John P. Cowan Dr. , Chickasha , Oklahoma 73018
Monday, September 12, 2022 at 6:00 PM

If participation at any Board of Education meeting is not possible due to a disability, notification to the Board Clerk at least 24 hours prior to scheduled meeting is encouraged to make the necessary accommodations. The Board of Education may discuss, make motions, vote to approve, vote to disapprove, vote to revise or amend, vote to table, or decide not to discuss any item on the agenda. Except for items one through three, any agenda item may be considered and acted on in any order.

Wearing a mask is optional for all patrons.

You can view board meeting live by going to the Chickasha Public Schools website and clicking on the link provided: **https://www.youtube.com/channel/UCBKlST0nRRawummdv0cpTHA**

1. Call Meeting to Order
2. Roll Call
3. Pledge of Allegiance:
    - Lincoln Elementary School
4. Recognitions:
   Chicken Express Employee of the Month:
    - Certified: Amber Esquivel - Bill Wallace Early Childhood Center
    - Support: Cristy Cervantes - Bill Wallace Early Childhood Center
5. Superintendent's Report
   Rick Croslin
6. Staff Reports:
    - Enrollment
    - Athletics/Activities

   Mona Greenfield & Jerry Don Bray
7. Discussion and possible action regarding Agreement with CMS Willowbrook
   Rick Croslin and Dan Turner
8. Discussion and possible action regarding LWPB Letter of Agreement/Contract for Safety & Security Bond Projects
   Rick Croslin and Dan Turner
9. Discussion and possible action regarding School Spirit Check Permission Agreement with Bank of Commerce
   Rick Croslin

10. Discussion and possible action regarding CCOSA District Level Services (DLS) Program Contracts
    Rick Croslin
11. Discussion and possible action regarding Board Policy BC - Safety Programs Policy (updated)
    Rick Croslin
12. Discussion and possible action regarding Board Ward Redistricting
    Rick Croslin
13. Discussion and possible action regarding Memorandum of Understanding for Junior Achievers
    Rick Croslin and Milton Bowens Jr.
14. Discussion and possible action regarding USAO Off-Campus Federal Work-Study Program
    Dereth Harrison, Dr. R.P. Ashanti-Alexander, & Amanda Townley
15. Discussion and possible action regarding Chickasha Organization of Professional Administrators (COPA) Agreement
    Jennifer Stegman and Rick Croslin
16. Discussion and possible action regarding Schedule Y for estimate of need for millage requirements
    Jennifer Stegman
17. Discussion and possible action regarding Deregulation of Chase Rodgers' Plan Period
    Pam Ladyman
18. Discussion and possible action regarding Deregulation of Brandon Willis's Plan Period
    Pam Ladyman
19. Discussion and possible action regarding Deregulation of Eric Golightly Jr.'s Plan Period
    Pam Ladyman
20. Discussion and possible action regarding District Gifted/Talented Committee
    Pam Ladyman and Tammy Swinburne
21. Consent Agenda
    The following items, which concern items of a routine nature normally approved at board meetings, will be approved by one vote unless any board member desires to have a separate vote on any or all of these items. The Consent Agenda consists of the discussion, consideration and action on the following items:
    a. Minutes of the August 8, 2022 regular meeting
    b. Finance Report; 2022-2023
        - General Fund Nos 210-253
        - Building Fund Nos 38-51
        - 2010 Bond #31
        - 2021 GO Bond #32 #8
        - 2010 A&B bond #2
        - Sinking Fund #41 #2
        - Gifts #81
        - BJ Clack Nos. #3
        - Athletic Fund Nos. 28-101
        - Activity Fund Nos. 28-90
        - Federal Program

c. Annual renewal of Drug Screen Agreement
d. Annual renewal of ESGI Software Agreement
e. Annual renewal of Parchment Contract
f. Annual renewal of Pre-Employment Transition Services Collaborative Agreement FY 2023
g. Annual renewal of Specialty Care Medical/Pediatrics, Inc. Agreement
h. Annual renewal of Heartland Payment Systems
i. Purpose of Account - Grand Staff Account
j. Purpose of Account - BWECC Office Account (updated)
k. Purpose of Account - High School Student Activity Account
l. Surplus:
    - Grand Surplus
    - Athletics Surplus
m. Travel:
    - FFA -Tulsa State Fair - Tulsa, Ok.
    - FFA - American Royal Livestock Show - Kansas City, Mo.
    - FFA - National FFA Convention/American Star Finalist - Indianapolis, IN
    - CHS - National Dropout Prevention Ctr. Conference - Atlanta Ga.
    - CPS Federal Programs - National Association for the Education of Homeless Children and Youth - San Diego, Ca.
    - CPS Federal Programs - National ESEA Conference - Indianapolis,In

22. Discussion and possible action regarding proposed Executive Session to Discuss:
    a. Employment, hiring, or resignation of individual salaried public officers or employees listed on Exhibit A. Executive Session Authority: Okla. Stat. Tit. 25, 307(B)(1).
23. Acknowledge return to open session and executive session compliance statement
24. Discussion and possible action regarding the hiring of individuals listed on Exhibit A
25. Discussion and possible action regarding the transfer/reassignment/workday adjustment for the individuals listed on Exhibit A
26. Discussion and possible action regarding the resignations of individuals listed on Exhibit A
27. Discussion and possible action regarding the retirement of individuals listed on Exhibit A
28. Motion to Adjourn

This agenda was posted at 5:00 p.m. on the 8th day of September 2022, on the east and west doors of the Administration Building, Chickasha Public Schools, 900 W. Choctaw, Chickasha, Ok. It was also posted on the east and west doors of the Chickasha Activity Center 201 John P. Cowan Dr. Chickasha Ok., and emailed to the concerned public. Notice of the meeting was given to the Grady County Clerk at 9:29a.m. on the 8th day of September 2022

Rochelle Bowens
Board Clerk

Welcome to Chickasha Public Schools
Board Session Public Attendance

Please PRINT your name, title, and company below.
Date: September 12, 2022

Name (Print)	Representation, Title, Company
Debby Davis	CHS Admin
Jay Turner	Admin
Spencer Winzenried	P&R Director, City of Chickasha
Tammy Swinburne	Admin
Jennifer Phillips	Grand
Dereth Harrison	Grand
Amber Esquivel	BWECC
Mona Greenfield	CE
Michele Castleberry	GRAND / CUTA
Dr. R.P. Ashanti-Alexander	Lincoln / COPA
Lacey Moroney	Parent
Elizabeth Fechner	COA - Director of Alt Ed.
Lisa Johnson	ALC
LaVon Blalock	CASE Prez
Teri Weber	CMS Admin
Pamela Norwood	Admin/Federal Programs
Kelly Wilkerson	Chicken Express
Megan Brennan	Lincoln / CUTA
Milton Bowers Jr.	Admin

Welcome to Chickasha Public Schools
Board Session Public Attendance

Please PRINT your name, title, and company below.
Date: Sept 12, 22

Name (Print)	Representation, Title, Company
Mary Parrish	OHCE - Grady County
Dorothy Burba	OHCE Grady County
Tammy Watts	OHCE Grady County
Destre Crawford	Standley Systems, Contracts Mgr
Raneli Price	Standley Systems
Dana Sanchez	Standley Systems
Joe Moldy	CPS Admin.
Jennifer Steagall	CPS Admin

ITEM OF CONSIDERATION
Chickasha Public Schools
Board of Education
September 12, 2022

TOPIC: Agreement with CMS Willowbrook

ADMINISTRATIVE RECOMMENDATION: Approval of the Agreement with CMS Willowbrook

RATIONALE FOR RECOMMENDATION: The agreement with CMS Willowbrook is for identified capital projects from the Safety & Security Bond. CPS has contracted with CMS Willowbrook for previous bond projects and master planning for facilities.

FISCAL NOTE: 5% of the Final Construction Cost (Construction Manager's Fee) Guaranteed Maximum Price amendment is the sum of the construction manager's estimate of the cost of work, the construction manager's contingency, and the construction manager's fee.

OPTIONS:

1. Approve the proposal with CMS Willowbrook
2. Not approve the proposal with CMS Willowbrook
3. Request additional information.

CONTACT PERSON: Rick Croslin, Superintendent
Dan Turner, Executive Director of Operation

AIA® Document A133™ – 2019

*Standard Form of Agreement Between Owner and Construction Manager as **Constructor** where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price*

AGREEMENT made as of the 12th day of September in the year 2022
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Chickasha Public Schools
900 W. Choctaw Ave.
Chickasha, OK 73018

and the Construction Manager:
(Name, legal status, address, and other information)

CMSWillowbrook, Inc.
3108 S. 9th St.
Chickasha, OK 73018
O: 405-224-1554

for the following Project:
(Name, location, and detailed description)

Bond Issue 2022

The Architect:
(Name, legal status, address, and other information)

LWPB Architecture
3817 NW Expressway, Suite 840
Oklahoma City, OK 73112
O: 405-722-7270

The Owner and Construction Manager agree as follows.

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

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Bond Proposition, August 2022

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

Unknown at time of execution

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

Unknown at time of execution

Init. /

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§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

TBD

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Rick Croslin
Superintendent
900 W. Choctaw Ave.
Chickasha, OK 73018

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

LWPB Architecture
3817 NW Expressway, Suite 840
Oklahoma City, OK 73112
O: 405-722-7270

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

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.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Jeff Wegener, AIA, ALEP
LWPB Architecture
3817 NW Expressway, Suite 840
Oklahoma City, OK 73112
O: 405-722-7270
www.lwpb.com

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Rick Watts, Project Director
CMSWillowbrook, Inc.
3108 S. 9th St.
Chickasha, OK 73018
C: 405-574-2380

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

Hilary Peters, Preconstruction Manager
Erik Williams, Estimator
Cristy Callins, Vice President

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

per State Statutes

§ 1.1.15 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change, and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

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ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

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§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

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§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

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.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

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§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report
The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs
The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control
The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

1% of the construction cost

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

NA

Individual or Position	Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

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§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

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

All payments per State Statutes

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

5% of the Final Construction Cost

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

6% total

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

10% Overhead + 5% Profit = 15% total

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed (100%) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

NA

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

NA

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

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§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

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§ 7.3 Subcontract Costs
Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction
§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items
§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs
§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

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§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the

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transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;

.2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;

.3 Expenses of the Construction Manager's principal office and offices other than the site office;

.4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;

.5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

.6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

.7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;

.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and

.9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on

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the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

As per State Statutes

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than (30) days after the Architect receives the Application for Payment.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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§ 11.1.7.1 The amount of each progress payment shall first include:

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Per State Statutes

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

General Conditions, General Requirements, Insurance, Bonds, Preconstruction fee, Permit fees

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

Per State Statutes

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

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§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Per State Statutes

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall

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reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

NA

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Owner's Representative

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Article 15 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

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§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

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§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

In the amount the construction manager has expended on the project at the date of the termination.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than ($1,000,000.00) for each occurrence and ($2,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than ($1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

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§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than ($1,000,000.00) each accident, ($1,000,000.00) each employee, and ($) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ($1,000,000.00) per claim and ($1,000,000.00) in the aggregate.

§ 14.3.1.6 Other Insurance

Coverage	Limits
Personal & Advertising Injury	$1,000,000.00
General Aggregate	$2,000,000.00
Products-Completed Operations Aggregate	$2,000,000.00
Builders' Risk	TBD based on project details

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

§ 14.5 Other provisions:

If funding for this project is not acquired by election of bond funds, and the project(s) is abandoned by the Owner during the Pre-bond phase, the Construction Manager will waive all compensation for the Preconstruction services performed.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

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.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds

.4 AIA Document A201™–2017, General Conditions of the Contract for Construction

.5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.6 Other Exhibits:
(Check all boxes that apply.)

[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.7 Other documents, if any, listed below:

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

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Robyn Morse Board of Education, President (or designee) *(Printed name and title)*	Weston DeHart CMSWillowbrook, President *(Printed name and title)*

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ITEM OF CONSIDERATION
Chickasha Public Schools
Board of Education
September 12, 2022

TOPIC: LWPB Letter of Agreement/Contract for Safety & Security Bond Projects

ADMINISTRATIVE RECOMMENDATION: Approval of the Letter of Agreement/Contract

RATIONALE FOR RECOMMENDATION: This proposed Letter of Agreement/Contract is for the District to start working on identified capital projects from the Safety & Security Bond Issue that passed on August 23, 2022.

FISCAL NOTE:
Basic Services:

- Grand Elementary Six (6) % of the Cost of the Work
- Lincoln Elementary Six (6) % of the Cost of the Work
- Athletics Six (6) % of the Cost of the Work
- Playground Equipment Three (3) % of the Cost of the Work
- Daycare Renovation Eight (8) % of the Cost of the Work
- Interior Renovations Eight (8) % of the Cost of the Work

Additional Services

- Survey na (by Owner)
- Geotechnical Investigation na (by Owner)
- Civil Engineering
    - Grand Elementary $46,250
    - Lincoln Elementary $52,500
    - Athletics $75,000
    - Middle School parking lot $12,500

Landscape Design

- Grand Elementary $6,200
- Lincoln Elementary $6,200

Playground Design

- Bill Wallace ECC $8,745
- Grand Elementary $8,745
- Lincoln Elementary $9,825

Telecomm/Data Design na (empty conduit only)
Storm Shelter Peer Review $5,000 per shelter ($10,000 total)
Permitting na (by Construction Manager)
Notes:

1. We will solicit Survey and Geotech proposals on your behalf.
2. We propose to use Engineering Solutions for structural engineering.
3. Other engineers to be determined.
4. Storm Shelter Peer Review is per code, as req'd by the Authority Having Jurisdiction.

Adopted: April 2020

OPTIONS:

1. Approve the Letter of Agreement/Contract.
2. Not approve the Letter of Agreement/Contract.
3. Request additional information.

CONTACT PERSON: Rick Croslin, Superintendent
Dan Turner, Executive Director of Operations

Adopted: April 2020

LWPB ARCHITECTURE

September 8, 2022

Rick Croslin, Superintendent
Chickasha Public Schools
900 W. Choctaw Avenue
Chickasha, OK 73018

Re: 2022 Bond Projects

Dear Mr. Croslin,

Following is our fee proposal for the above projects.

Basic Services

Grand Elementary	Six (6) % of the Cost of the Work
Lincoln Elementary	Six (6) % of the Cost of the Work
Athletics	Six (6) % of the Cost of the Work
Playground Equipment	Three (3) % of the Cost of the Work
Daycare Renovation	Eight (8) % of the Cost of the Work
Interior Renovations	Eight (8) % of the Cost of the Work

Additional Services

Survey	na (by Owner)
Geotechnical Investigation	na (by Owner)
Civil Engineering	
Grand Elementary	$46,250
Lincoln Elementary	$52,500
Athletics	$75,000
Middle School parking lot	$12,500
Landscape Design	
Grand Elementary	$6,200
Lincoln Elementary	$6,200
Playground Design	
Bill Wallace ECC	$8,745
Grand Elementary	$8,745
Lincoln Elementary	$9,825
Telecomm/Data Design	na (empty conduit only)
Storm Shelter Peer Review	$5,000 per shelter ($10,000 total)
Permitting	na (by Construction Manager)

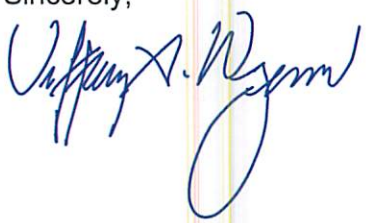
Notes:

1. We will solicit Survey and Geotech proposals on your behalf.
2. We propose to use Engineering Solutions for structural engineering.
3. Other engineers to be determined.
4. Storm Shelter Peer Review is per code, as req'd by the Authority Having Jurisdiction.

3817 NW Expressway, Suite 840 Oklahoma City, Oklahoma 73112 T 405 722 7270 F 405 722 8373 W lwpb.com

Please review. The Owner-Architect Agreement (attached) is based on the above. If it all looks good to you, please sign and return one copy to LWPB.

Sincerely,



Jeffrey A. Wegener, AIA, ALEP
Principal

AIA® Document B133™ – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the Eighth day of September in the year Two Thousand Twenty-Two
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

Chickasha Public Schools, ISD 26I001
900 West Choctaw Avenue
Chickasha, OK 73018
Telephone Number: 405-222-6500

and the Architect:
(Name, legal status, address, and other information)

LWPB, Inc.
3817 NW Expressway, Suite 840
Oklahoma City, OK 73112
Telephone Number: 405-772-7270

for the following Project:
(Name, location, and detailed description)

2022 Bond Projects

The Construction Manager (if known):
(Name, legal status, address, and other information)

CMS Willowbrook
3108 South 9th Street
Chickasha, OK 73018
Telephone Number: 405-224-5990

The Owner and Architect agree as follows.

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

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

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

N/A

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

Exhibit A - Bond Promotional Drawings

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Exhibit B - Construction Manager's Conceptual Budget

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To be determined

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.2 Construction commencement date:

To be determined

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

Exhibit C - Tentative Schedule

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

[X] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

[ ] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

N/A

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Rick Croslin, Superintendent of Schools

Telephone Number: 405-222-6500

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

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.1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

.2 Land Surveyor:

Smith Roberts Baldischwiler
2500 McGee Drive, Suite 100
Norman, OK 73072
Telephone Number: 405-418-2288

.3 Geotechnical Engineer:

Owner provided and selected consultant to be determined.
LWPB shall assist the Owner in soliciting the services of a Geotechnical Engineer.

.4 Civil Engineer:

N/A

.5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

To be determined.

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Christian Ballard, AIA

Telephone Number: 405-772-7270

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Engineering Solutions
6801 N. Broadway, Suite 215
Oklahoma City, OK 73116
Telephone Number: 405-848-4093

.2 Mechanical Engineer:

To be determined

.3 Electrical Engineer:

To be determined

§ 1.1.12.2 Consultants retained under Supplemental Services:

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Civil Engineer: Smith Roberts Baldischwiler
Landscape Designer: CLS & Associates

§ 1.1.13 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents ($1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents ($2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents ($1,000,000.00) per accident for bodily injury, death of

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any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than One Hundred Thousand Dollars and Zero Cents ($100,000.00) each accident, One Hundred Thousand Dollars and Zero Cents ($100,000.00) each employee, and One Hundred Thousand Dollars and Zero Cents ($100,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars and Zero Cents ($1,000,000.00) per claim and One Million Dollars and Zero Cents ($1,000,000.00) in the aggregate.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take

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other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

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§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

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§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for

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conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless

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otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.
(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Assistance with Selection of Construction Manager	Owner
§ 4.1.1.2 Programming	Not Provided
§ 4.1.1.3 Multiple Preliminary Designs	Not Provided
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning	Not Provided
§ 4.1.1.7 Building Information Model management responsibilities	
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Architect
§ 4.1.1.10 Landscape design	Architect
§ 4.1.1.11 Architectural interior design	Not Provided
§ 4.1.1.12 Value analysis	Construction Manager
§ 4.1.1.13 Cost estimating	Construction Manager
§ 4.1.1.14 On-site project representation	Construction Manager
§ 4.1.1.15 Conformed documents for construction	Architect - no charge
§ 4.1.1.16 As-designed record drawings	Not Provided
§ 4.1.1.17 As-constructed record drawings	Construction Manager
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.22 Telecommunications/data design	Not Provided
§ 4.1.1.23 Security evaluation and planning	Not Provided
§ 4.1.1.24 Commissioning	Not Provided
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.28 Other services provided by specialty Consultants	
§ 4.1.1.29 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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4.1.1.9 Civil Engineering - Provide grading, paving, drainage, stie utilities, storm water and erosion control plans. Not included are landscaping, irrigation design and extention of off-site public utilities, or generating easement descriptions.

4.1.1.28 Landscape Design - As required to meet the City of Chickasha requirements. Also, playground design at Bill Wallace, Grand, and Lincoln.

4.1.1.29 Storm Shelter Peer Review - As required by the Authority having jurisdiction.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;

.2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;

.3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;

.7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;

.8 Preparation for, and attendance at, a public presentation, meeting or hearing;

.9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

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.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.11 Assistance to the Initial Decision Maker, if other than the Architect;

.12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;

.13 Services necessitated by the Owner's delay in engaging the Construction Manager;

.14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and

.15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

.1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or

.5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager

.2 Fifty (50) visits to the site by the Architect during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

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§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

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§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 terminate in accordance with Section 9.5;

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.3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or

.4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

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ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

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

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

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If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

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

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

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

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

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

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

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§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Grand Elementary: Six Percent (6%) of the Cost of the Work.
Lincoln Elementary: Six Percent (6%) of the Cost of the Work.
Athletics: Six Percent (6%) of the Cost of the Work.

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Playground Equipment: Three Percent (3%) of the Cost of the Work.
Daycare Renovation: Eight Percent (8%) of the Cost of the Work.
Interior Renovations: Eight Percent (8%) of the Cost of the Work.

(Paragraph Deleted)

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Civil Engineering
Grand Elementary - $46,250
Lincoln Elementary - $52,500
Athletics - $75,000
Middle School - $12,500

Landscape Design
Grand Elementary - $6,200
Lincoln Elementary - $6,200

Playground Design
Bill Wallace ECC - $8,745
Grand Elementary - $8,745
Lincoln Elementary - $9,825

Storm Shelter Peer Review - $5,000 per shelter ($10,000 total)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly rate in effect at the time of service is provided or an agreed-to fixed sum.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Twenty-five percent (25.00%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty-five	percent (	25	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	One Hundred	percent (	100	%)

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The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Exhibit D - LWPB, Inc. Wage and Rate Schedule

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00%) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

Cost plus Fifteen Percent (15%)

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§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents ($0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

As per State Law

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

If the Owner and Construction Manager enter into a contract with an agreement other than the AIA Document A201-2017, that agreement shall not affect the Architect's services under this agreement unless the Owner and the Architect amend this Agreement.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 incorporated into this agreement.)

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N/A

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Exhibit A - Bond Promotional Drawings
Exhibit B - Construction Manager's Conceptual Budget
Exhibit C - Tentative Schedule
Exhibit D - LWPB, Inc. Wage and Rates Schedule

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

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
Robyn Morse, Board President	Jeffrey A. Wegener, AIA, Principal
(Printed name and title)	*(Printed name, title, and license number, if required)*

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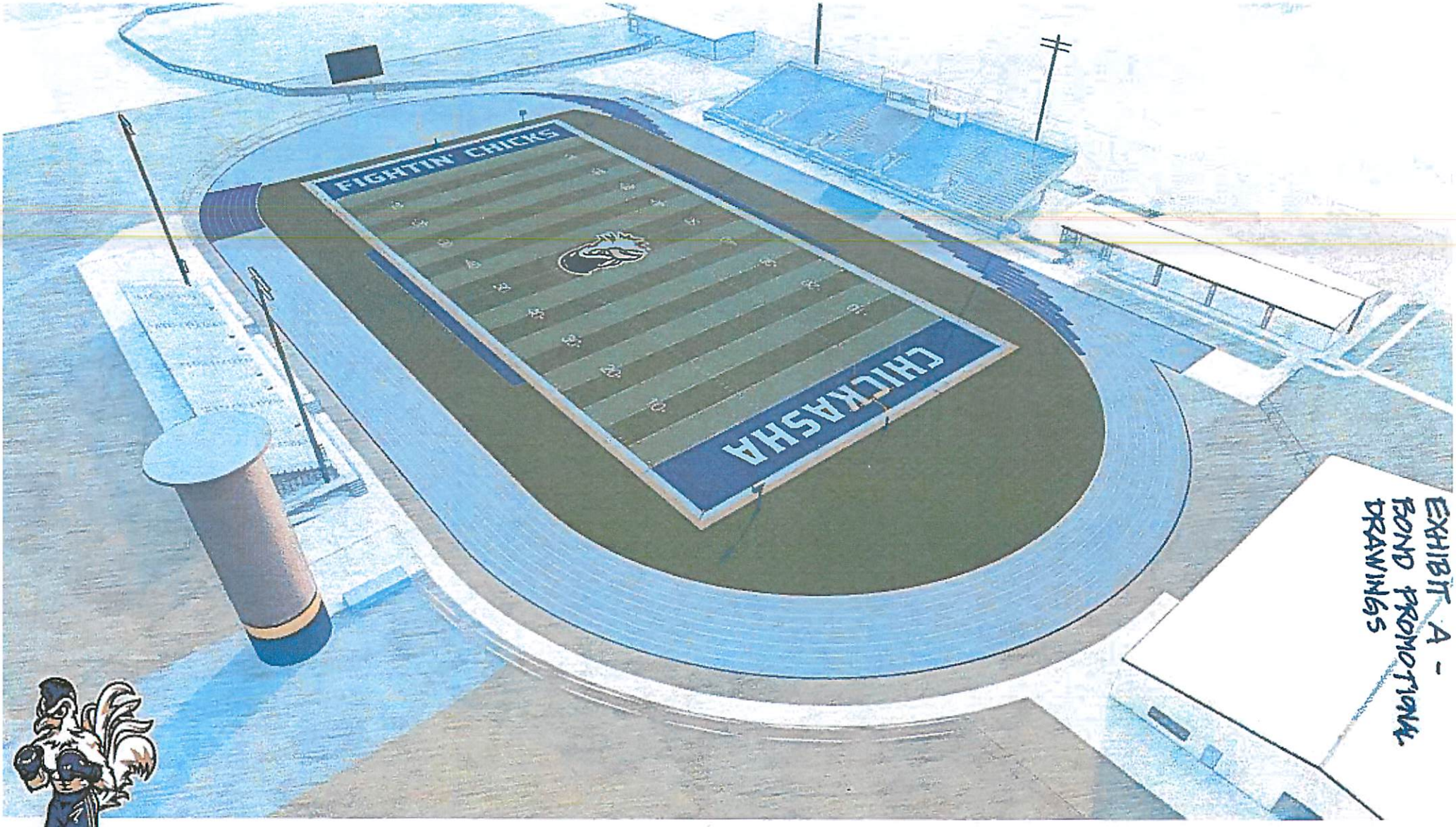
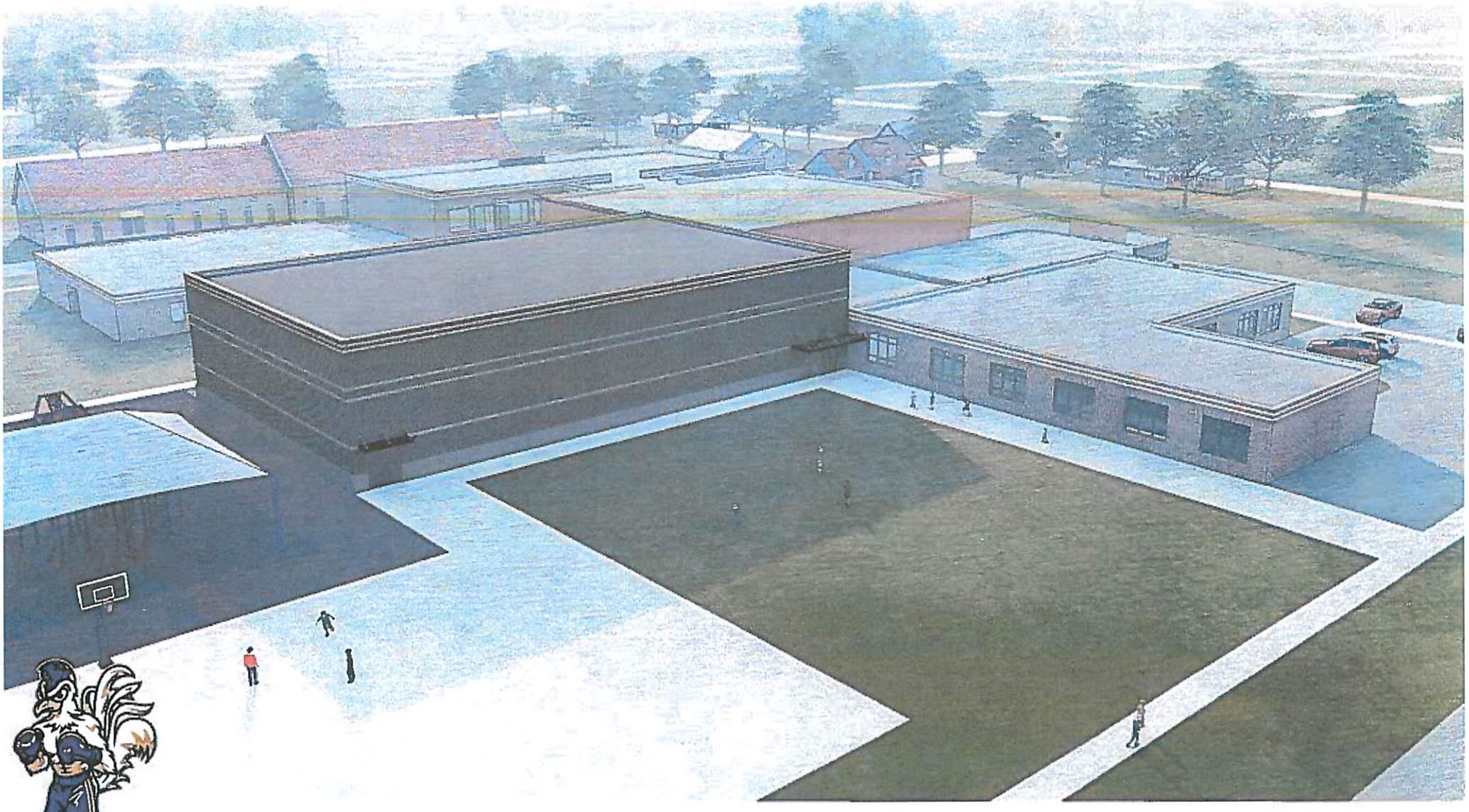


EXHIBIT A -
BOND PROMOTIONAL
DRAWINGS

UPGRADED TRACK, FOOTBALL FIELD & LIGHTING - CHICKASHA PUBLIC SCHOOLS

2022 BOND IMPROVEMENTS

LWPB



LINCOLN ELEMENTARY SCHOOL GYM & SAFE RM. - CHICKASHA PUBLIC SCHOOLS

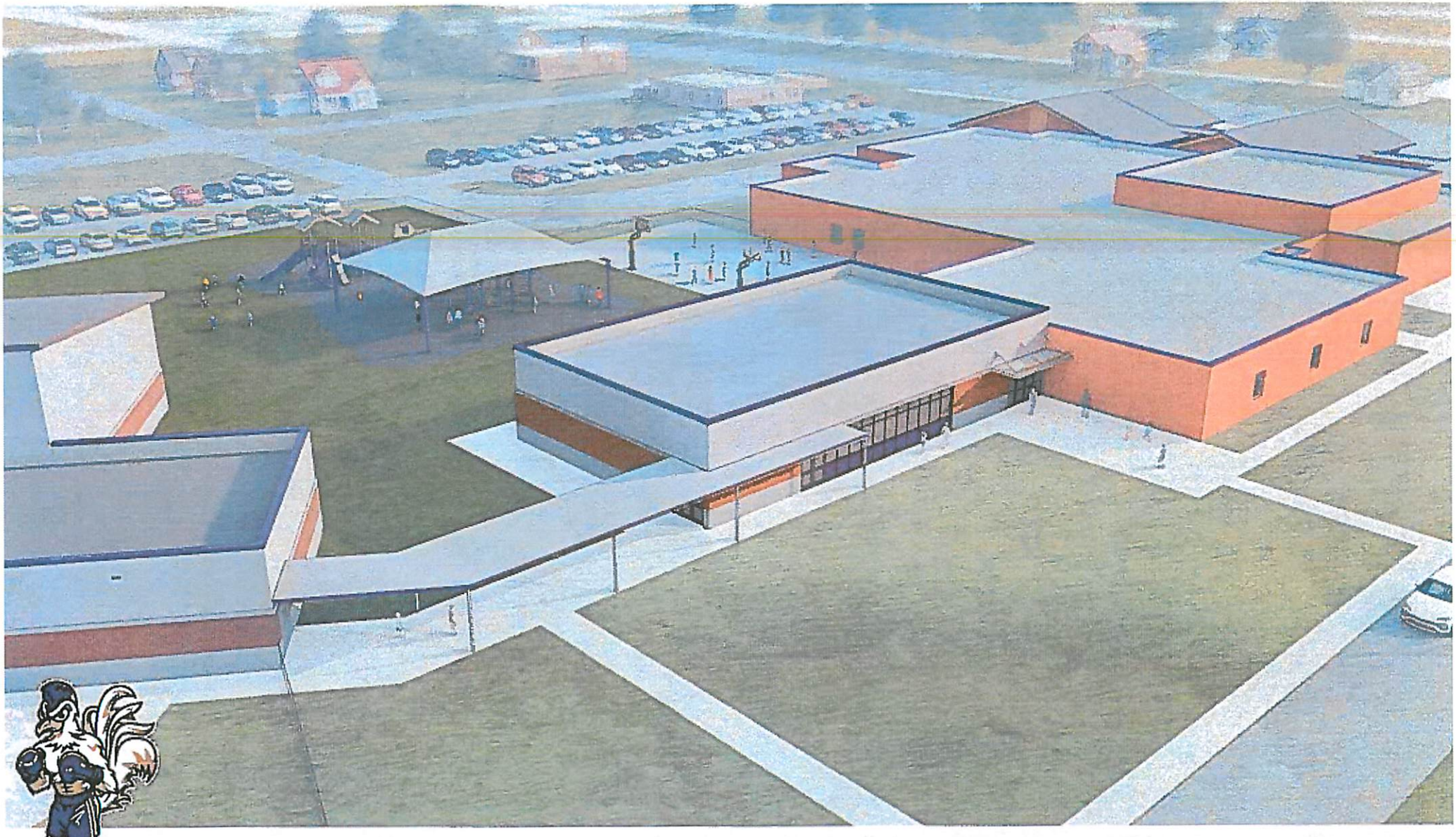
2022 BOND IMPROVEMENTS

LWPB

LINCOLN ELEMENTARY SCHOOL GYM & SAFE RM. - CHICKASHA PUBLIC SCHOOLS

2022 BOND IMPROVEMENTS

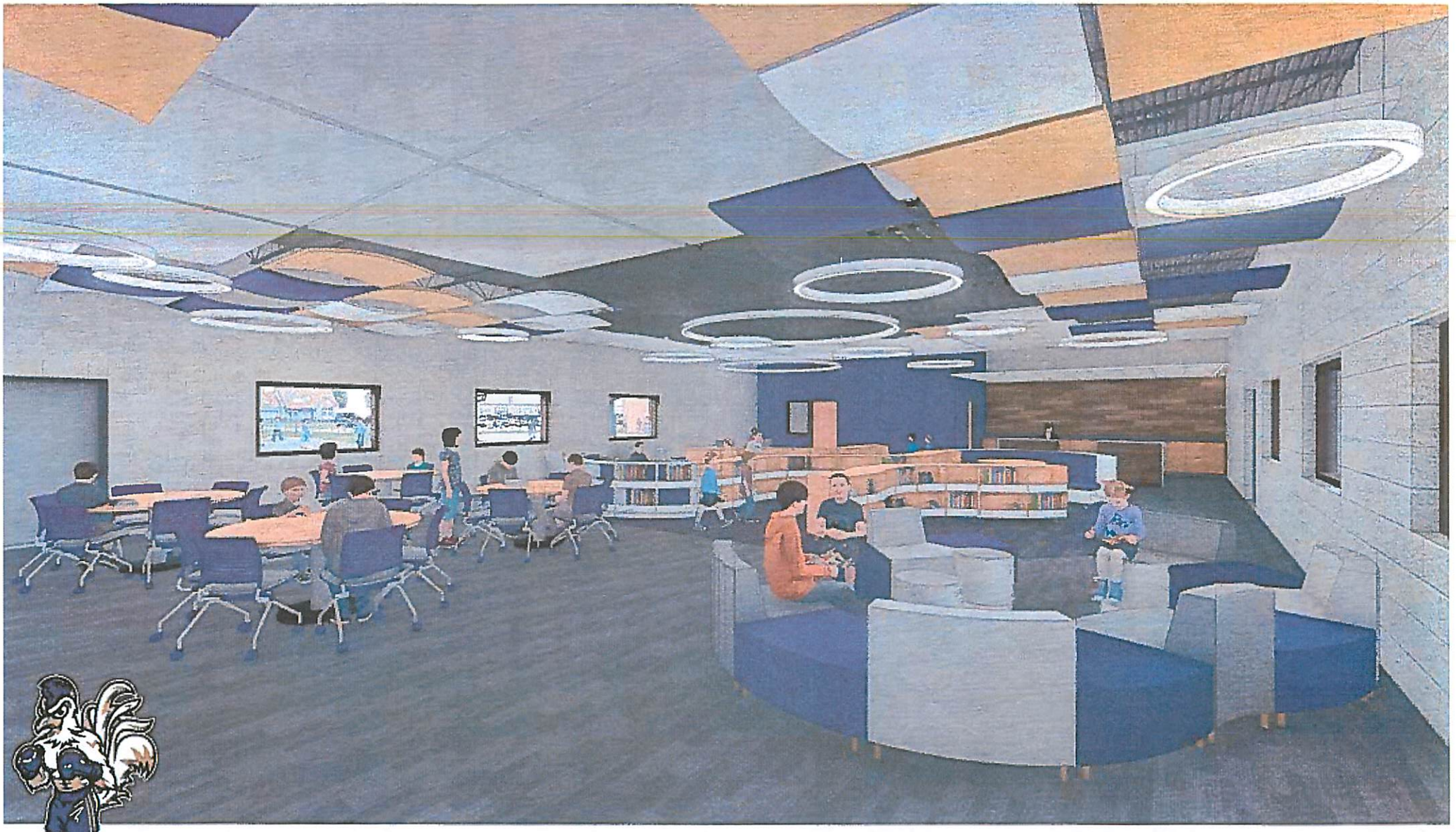
LWPB



GRAND ELEMENTARY LIBRARY & SAFE RM. - CHICKASHA PUBLIC SCHOOLS

2022 BOND IMPROVEMENTS

LWPB



GRAND ELEMENTARY LIBRARY & SAFE RM. - CHICKASHA PUBLIC SCHOOLS

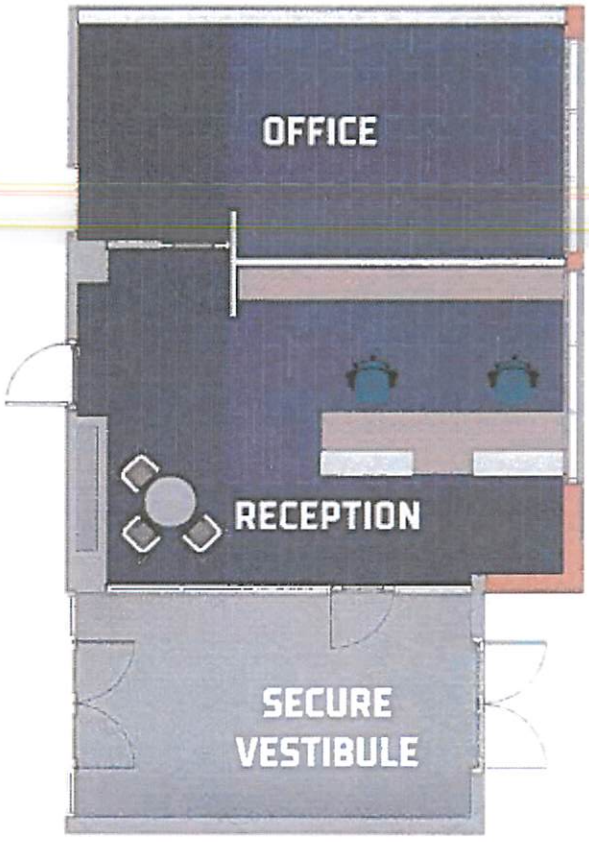
2022 BOND IMPROVEMENTS

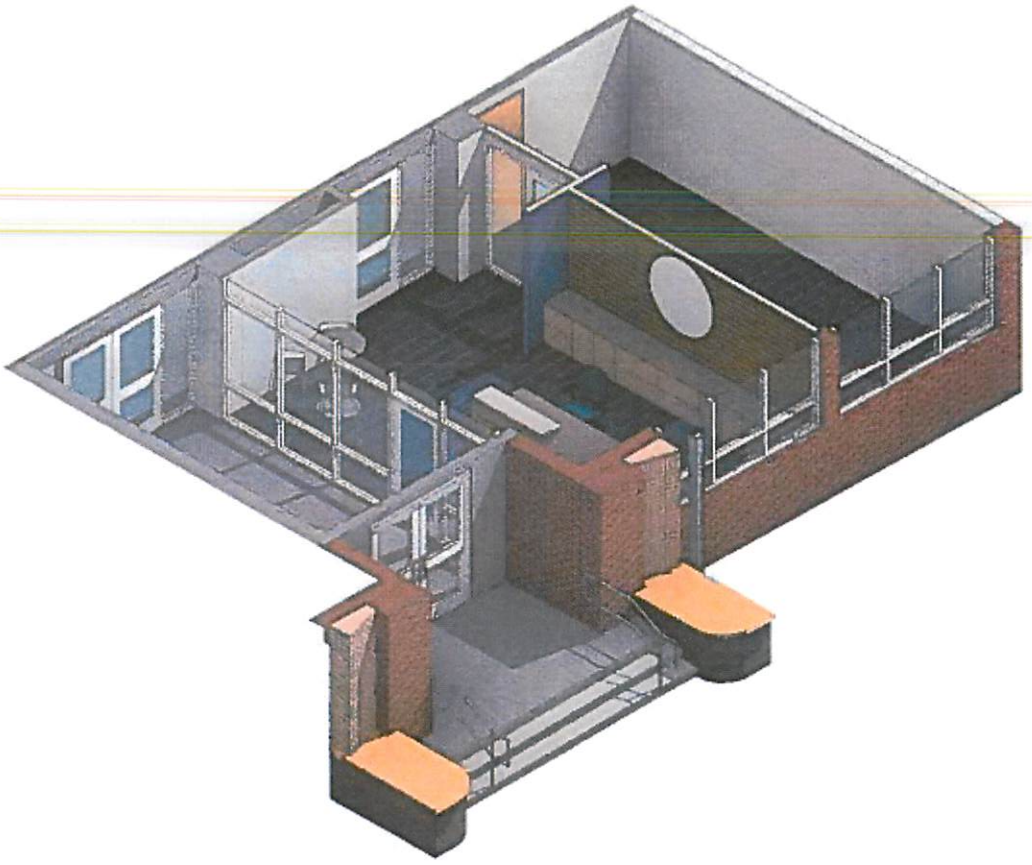
LWPB

BILL WALLACE PLAYGROUND & SHADING - CHICKASHA PUBLIC SCHOOLS

2022 BOND IMPROVEMENTS

LWPB

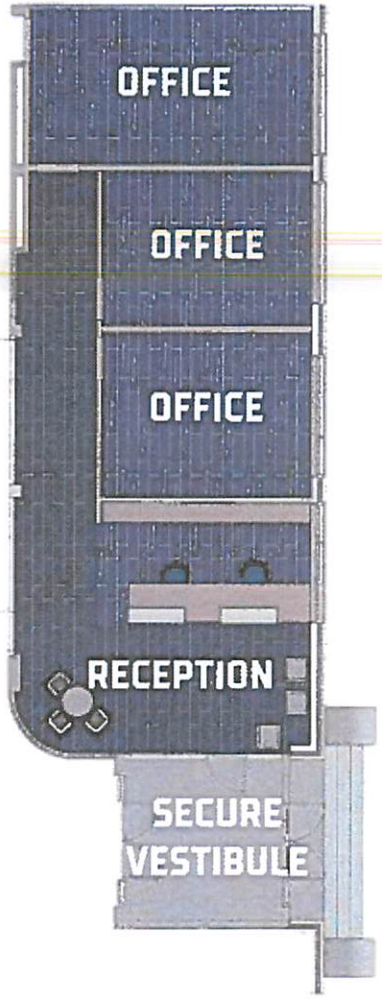


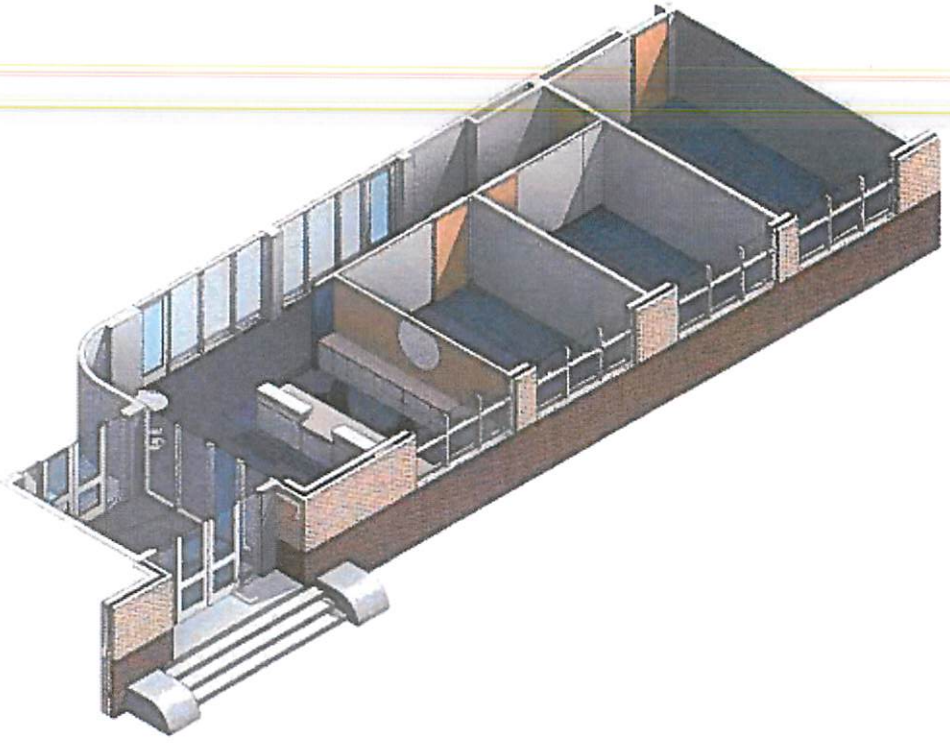


SECURE ENTRY VESTIBULE CONCEPT - CHICKASHA PUBLIC SCHOOLS

2022 BOND IMPROVEMENTS

LWPB





SECURE ENTRY VESTIBULE CONCEPT - CHICKASHA PUBLIC SCHOOLS

2022 BOND IMPROVEMENTS

LWPB

EXHIBIT B - CONCEPTUAL BUDGET

Grand Elementary	**2,969,200**
New library/safe room	1,950,200
Security vestibule	193,000
Drop-off lane	250,000
New visitor/staff parking lot	341,000
Replace classroom flooring	235,000
Lincoln Elementary	**4,380,000**
New gym/storm shelter	4,187,000
Security Vestibule	193,000
Athletics	**6,709,000**
Demolition	73,000
Earthwork	366,000
Site Utilities	183,000
Paving Repairs & Sidewalks	512,000
Grandstand Repairs	805,000
Pressbox Renovation	256,000
Seal/Paint Water Tower	293,000
Relocated Visitor Bleachers	117,000
Scoreboard	329,000
Turf Field & Equipment	1,171,000
Track	1,463,000
Sports Lighting	695,000
Sound System	146,000
Fencing	176,000
Landscaping & Sod	124,000
Playground Equipment	**764,000**
New Pre-K playground at Bill Wallace	229,000
New playground equipment at Grand Elementary	229,000
New playground equipment at Lincoln Elementary	306,000
Roof Repairs	**4,400,000**
Complete roof repairs at Lincoln Elementary	572,000
Complete roof repairs at Middle School	637,000
Complete roof repairs at High School	3,191,000
ALC/Daycare	**967,800**
Daycare renovation	967,800
Interior Renovations	**2,030,000**
Bill Wallace - paint all hallways & restrooms	82,000
Middle School - north parking lot for staff/visitors	59,000
Middle School - paint corridors, restrooms & classrooms	237,000
Middle School - security vestibule	180,000
Middle School - replace classroom flooring	249,000
High School - media center renovation	750,000
High School - drama renovation	189,000
High School - FACS renovation	195,000
Admin Building - new carpet throughout building	89,000

CHICKASHA PUBLIC SCHOOLS
2022 BOND

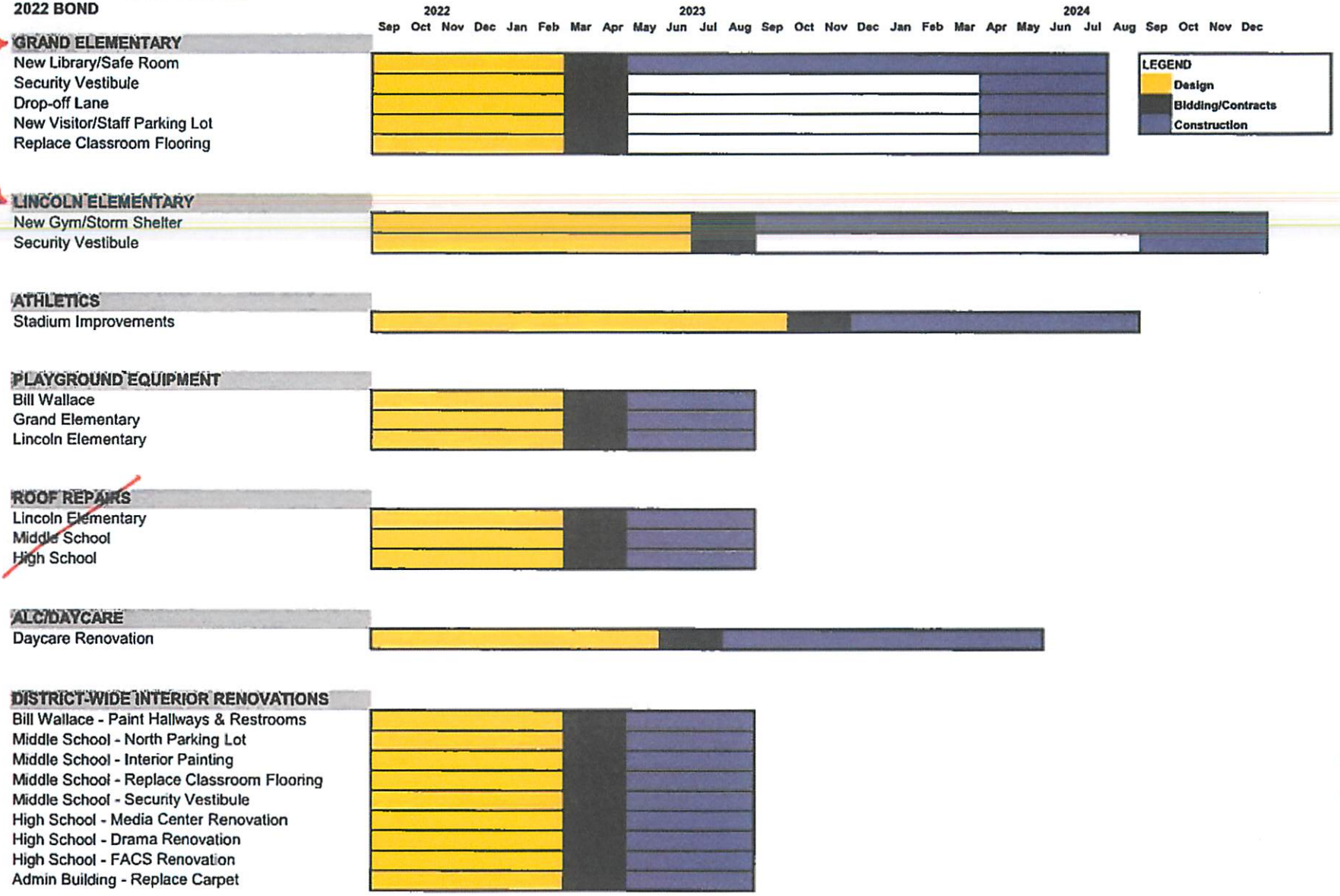


EXHIBIT C
TENTATIVE SCHEDULE

EXHIBIT D

LWPB ARCHITECTURE

LWPB, Inc. Wage and Rates Schedule

Personnel	Hourly Rate
Principal Design Architect	$ 175.00
Project Manager	$ 125.00
Project Architect/Lead Interior Designer	$ 100.00
Interior Designer	$ 60.00
Intern Architect	$ 75.00
Construction Inspector	$ 85.00
Specification Writer	$ 90.00
Senior CADD Technician	$ 80.00
Clerical	$ 45.00

Effective through December 2022

3817 NW Expressway, Suite 840 Oklahoma City, OK 73112 Telephone: 405-722-7270 Fax: 405-722-8373 www.lwpb.com

ITEM OF CONSIDERATION
Chickasha Public Schools
Board of Education
September 12, 2022

TOPIC: School Spirit Check Permission Agreement with Bank of Commerce

ADMINISTRATIVE RECOMMENDATION: Approval of the Agreement with Bank of Commerce

RATIONALE FOR RECOMMENDATION: The agreement with Bank of Commerce to produce "school spirit checks" that will be designed with our approved logo and colors. 10% of proceeds will be donated to Chickasha High School.

FISCAL NOTE: 10% of proceeds School Spirit Check program will be donated to Chickasha High School

OPTIONS:

1. Approve the agreement with Bank of Commerce.
2. Not approve the agreement with Bank of Commerce.
3. Request additional information.

CONTACT PERSON: Rick Croslin, Superintendent

SCHOOL SPIRIT CHECK PERMISSION AGREEMENT

MAIN STREET

This Permission Agreement is made effective as of _____ (Date) between CHICKASHA HIGH SCHOOL (School Name) and BANK OF COMMERCE (Financial Institution).

Whereas, CHICKASHA HIGH SCHOOL (School Name) wishes to participate in BANK OF COMMERCE (Financial Institution)'s School Spirit Check program, the two parties agree to the following:

1). CHICKASHA HIGH SCHOOL (School Name) grants BANK OF COMMERCE (Financial Institution) and its third party check vendor, ("Main Street") permission to create custom checks using one or any combination of the following:

School Name, School Colors, Mascot, Logos, and Mottos.

2). CHICKASHA HIGH SCHOOL (School Name) agrees to hold harmless and indemnify BANK OF COMMERCE (Financial Institution) and Main Street in any dispute that may arise with any copyright or trademark holder due to the use of the School Name, School Colors, Mascot, Logos, or Mottos with the School Spirit Check program.

In Witness Thereof, the parties hereto have caused this Agreement to be executed as of the date written above:

School Name: CHICKASHA HIGH SCHOOL

City/State/Zip: CHICKASHA, OK 73018

By: _____ (Authorized Signature)

Print: _____

Title: _____

Date: _____

Financial Institution: BANK OF COMMERCE

Financial Institution Number: 580-252-8070

City/State/Zip: DUNCAN, OK 73533

By: _____ (Authorized Signature)

Print: WENDI SCOTT

Title: VP/DEPOSIT OPERATIONS MGR

Date: _____

SCHOOL SPIRIT CHECK SET UP:

School Name: CHICKASHA HIGH SCHOOL Mascots: _____

School Website: _____

Add Byline: ■ YES ☐ NO *IF YES; Messages can't exceed two lines, and each line can contain up to 35 characters.*

_____

_____ *Example: Go Wildcats!*

Acceptable File Types: (high resolution, large image preferred) AI, EPS, SVG, PDF, PSD, JPEG, PNG, and TIF

Images we will NOT accept are Word Documents, Screenshots, or images embedded in email.

Email Completed Form and School Logo/Mascot Logo to: jskinner@mainstreetinc.com

ITEM OF CONSIDERATION
Chickasha Public Schools
Board of Education
September 12, 2022

TOPIC: CCOSA District Level Services (DLS) Program Contract

ADMINISTRATIVE RECOMMENDATION: Approval of the DLC Contract with CCOSA

RATIONALE FOR RECOMMENDATION:

The District Level Services Program with CCOSA will provide training and support for staff members in the areas of school budgeting and federal programs. Additionally, it provides for individual coaching or mentoring in these areas through-out the course of the year without any additional cost.

FISCAL NOTE:

OPTIONS:

1. Approve
2. Not approve
3. Request additional information.

CONTACT PERSON: Rick Croslin, Superintendent

Implemented: April 2020

CCOSA

District Level Services
School Year 2022-2023

CCOSA INDIVIDUAL MEMBERSHIP

($265-$405)
Paid by member through annual enrollment

Discounted Professional Learning

Advisory Consultation with CCOSA attorney & directors for individual member

Advocacy on behalf of Public Education

Association-specific calls for updates on current issues

Other benefits including, but not limited to:

- Professional Liability Insurance
- Legal Fee Reimbursement
- Legislative updates
- Daily Education News Clips
- Better Schools quarterly digital magazine subscription
- And more!

CCOSA DISTRICT LEVEL SERVICES MEMBERSHIP

($1,500-$4,000)
Paid by district*

Free registration for up to 5 people per district for select trainings (see back for full list)

Advisory Consultation with CCOSA attorney & directors for ALL school leaders & their teams

Advocacy on behalf of Public Education

Consultation & support for budgeting and budget projecting, Federal Programs, Indian Ed., Student Accounting, EL, GT, RSA for school leaders & teams

Access for all district staff members to complete state and federally required professional development, including:

- Blood born pathogens
- Bullying prevention
- Child abuse and neglect; Child sexual abuse awareness & reporting
- Digital teaching & learning
- FERPA
- Hazardous communications
- Title IX: McKinney/Vento and homeless assistance
- Vernon Florence's monthly State Finance Projections

NEW!

CCOSA

District Level Services
School Year 2022-2023

SCHOOL DISTRICT MEMBERSHIP TRAININGS

Free Registration for up to 5 people per district for the following trainings:

Advocacy:

- Legislative Conference

School Law for Administrators:

- Summer, Fall and Spring

School Budget & Training:

- Budget Bootcamp 1 (Basics of Building a Professional Budget)
- Budget Bootcamp 2 (Using the Budget Framework Template and Tools)
- Budget Bootcamp 3 (Planning for Next Year's Budget)

Federal Program Boot Camps:

- New & updated guidance for ESSERs and other federal programs
- Title I Basics & Building a Budget with set asides; Planning parent involvement and homeless services
- School-wide consolidation of funds
- Consolidation of Admin. costs & indirect costs
- Personnel in Federal funds; SPR, Federal matching, certification & TDR
- Encumbrance, obligation, liquidation & crossing fiscal years

*

Pricing Structure By ADM	
25,000+	$4,000/year
10,000 - 24,999	$3,000/year
5,000 - 9,999	$2,500/year
1,500 - 4,999	$2,000/year
500 - 1,499	$1,800/year
499 or less	$1,500/year

For more information or to sign up, contact Laura Crabtree at laura@ccosa.org.

CCOSA
The Cooperative Council for
Oklahoma School Administration

2901 North Lincoln Boulevard
Oklahoma City, OK 73105
405-524-1191 office
405-524-1196 fax
www.ccosa.org

CCOSA's District Level Services (DLS) Program
(Agreement 2022-2023)

This letter sets out the Agreement between the Cooperative Council for Oklahoma School Administration (CCOSA) and _____ School District No. __ of _____ County, Oklahoma (District) concerning the District's participation in **CCOSA's District Level Services Program** (Program) for the fiscal year ending June 30, 2023.

For participating Oklahoma cooperatives, interlocals, and technology centers, the cost of participation will be determined based upon the total 2020-21 ADM for your district.

P.O. CALCULATION GRID

County Name: _____ County Number: _____

District Name: _____ District Number: _____

P.O. CALCULATION GRID

ADM	COST
25,000 plus	$ 4,000
10,000 to 24,999	$ 3,000
5,000 to 9,999	$ 2,500
1,500 to 4,999	$ 2,000
500 to 1,499	$ 1,800
499 or less	$ 1,500

ADM (2020-21)	TOTAL COST

Purchase Order Number: _____

Purchase Order Amount: _____

Please attach a copy of the purchase order when submitting completed forms

CCOSA
The Cooperative Council for
Oklahoma School Administration

2901 North Lincoln Boulevard
Oklahoma City, OK 73105
405-524-1191 office
405-524-1196 fax
www.ccosa.org

Superintendent Certification of Participation

I certify that on the _____ day of _____ 20___, the Board of Education of _____ Public Schools voted to allow our school district to participate in the CCOSA District Level Services Program. The _____Board of Education has encumbered $_____ for the purpose of participating in the CCOSA District Level Services Program. The Board of Education acknowledges that participation in the Program will result in the provision of **advisory services** to designated administrators with _____ Public Schools.

_____ _____

Signature of Superintendent Date

The District understands that CCOSA's District Level Services Program emphasizes assistance in areas that help to create high-quality schools based on the research in *For the People* and seven areas that create a quality system: Culture and Climate; Learning; Teaching, and Assessment; Expanded Learning Opportunities; Governance, Leadership, and Accountability; Human Capital Development; Physical Resources; and Financial Resources.

If consultation and/or professional learning is in the school district, the school district would agree to pay travel expenses that would not be a part of this agreement.

The District understands that CCOSA and/or its partners will be unable to provide assistance in some areas and with some issues. The District understands that, in those situations, CCOSA and/or its partners may recommend that the District seek advice, assistance, and services beyond those offered by this Program, which may cause the District to incur expenses that are not covered by this Program. **This Program is ADVISORY ONLY and CCOSA and/or its partners do not warrant or guarantee any specific outcome related to the advisory services provided. CCOSA reserves the right to refuse participation to school districts and to remove school districts from participation in the Program.**

The term of this Agreement begins on the date it is approved by the District's Board of Education and ends on June 30, 2023. Either the District or CCOSA may terminate this Agreement upon notice in writing to the other party. However a delay in contract approval could result in your district missing valued services and workshops!

CCOSA
The Cooperative Council for
Oklahoma School Administration

2901 North Lincoln Boulevard
Oklahoma City, OK 73105
405-524-1191 office
405-524-1196 fax
www.ccosa.org

CCOSA's District Level Services (DLS) Program

Designated Administrator Contact Form 2022-2023

While all of your district leaders have full access by phone, email, or in person, we need you to designate district administrators who serve as your main contacts to share information from CCOSA and its partners. **These designated administrators will need to commit to forwarding Professional Learning opportunities to your other district and/or school team members to ensure that all of your leaders get maximum benefit from the program.** Districts with an ADM of 10,000 and above may designate three district administrators. The District may include additional school personnel at no additional cost in conference calls, on-site visits, and training sessions.

Designated Administrators
(based upon each district's size in ADM for the 2020-21 school year)

ADM	# of eligible administrators
10,000 +	3
1 to 9,999	2

ADMINISTRATOR	PHONE NUMBER	EMAIL ADDRESS
*		

*only if ADM exceeds 10,000

Please send a copy of the completed forms to Laura Crabtree (laura@ccosa.org) or fax to 405.524.1196 (ATTN: Laura Crabtree). Keep one copy for your records.

ITEM OF CONSIDERATION
Chickasha Public Schools
Board of Education
September 12, 2022

TOPIC: Board Policy BC – Safety Programs Policy (updated)

ADMINISTRATIVE RECOMMENDATION: Approval of the updated board policy

RATIONALE FOR RECOMMENDATION: Center for Education Law has sent us this policy with updated definitions and protocols in conjunction with Senate Bill 615 from the spring 2022 legislative session. The updated policy complies with the new state law stating the restrooms are for the exclusive use of the posted gender. The district will provide reasonable accommodations for individuals who do not wish to comply with this policy, which may include a single occupancy restroom or changing area. Note: Discipline may be assigned to any student, as listed in the student discipline code, who fail to comply with this policy and Oklahoma law regarding the use of school restrooms.

FISCAL NOTE: None at this time

OPTIONS:

1. Approve the policy revisions.
2. Not approve the policy revisions.
3. Request additional information.

CONTACT PERSON: Rick Croslin, Superintendent

Implemented: April 2020

SAFETY PROGRAMS

General: The regulations, practices, and procedures of District shall promote safety throughout District and shall establish and maintain conditions which are reasonably safe and healthful for District employees, students, and visitors. The Superintendent or the Superintendent's designee shall have overall responsibility for the safety programs of District. General areas of emphasis shall include, but not be limited to, in-service training, accident record-keeping, facility inspection, driver and vehicle safety programs, fire prevention, emergency procedures, traffic safety, and the safety of all persons present on District property or attending District-sponsored events.

Emergency Drills: The Superintendent or the Superintendent's designee shall prepare and publish a plan for the evacuation of each of District's buildings in case of emergency. District shall have written plans and procedures for protecting students, staff, and visitors from natural and man- made disasters and emergencies such as tornados. Disaster plans shall be placed on file with District and with the local emergency management organization. Annually, the Administration shall report to the Board the status of emergency preparedness and identified safety needs for each school. Each fire drill shall be documented in writing, and such records shall be preserved for at least three (3) years and made available to the State Fire Marshall/or his/her agent upon request. Documentation of other emergency drills shall be maintained in writing with a copy at the school site, a copy filed with District's administrative offices, and a copy submitted to the Oklahoma School Safety Institute as created by the Oklahoma Office of Homeland Security.

In addition, District's board shall coordinate with the emergency medical services providers serving its area to develop an Emergency Action Plan for each facility and athletic practices, events or activities held at District facilities. Each sport or activity will have its own specific plan. The Emergency Action Plan shall meet all requirements provided for by law and. shall be reviewed, updated, and rehearsed annually with school officials and local emergency medical services providers. The Emergency Action Plan shall be placed on file with the District and the emergency medical services provider and shall be updated to reflect any potential significant change that would affect implementation of the plan.

The Emergency Action Plan shall be digitally transmitted to a visiting school administrator or coach, or posted to District's website, prior to any athletic event or activity involving athletes from visiting schools.

Security Drills: Each public school within the District shall perform at least four (4)

security drills per school year as required by law. No security drill shall be conducted at the same time of day as a previous security drill conducted in the same school year, and no more than two security drills shall be conducted in one semester. One security drill shall be conducted within the first fifteen (15) days of each semester. Additional drills may be conducted at the discretion of the District. Security drills shall be conducted for the purpose of securing school buildings to prevent or mitigate injuries or deaths that may result from a threat around or in the school. The drills shall conform to the written plans and procedures adopted by the District. All students and employees shall participate in the drills with the extent of student involvement to be determined by the District.

In addition to the four (4) security drills, all districts are required to conduct a minimum of six (6) safety drills as follows:

Tornado Drills: Disaster/Tornado drills shall be conducted at least two times each school year with at least one drill being conducted in September and one being conducted in March.

Fire Drills: Principals shall prepare and publish a plan for the evacuation of their respective buildings in case of fire. Fire drills shall be conducted at each school site at least once per semester and must occur within the first fifteen (15) days of each semester. Fire drills shall include the sounding of a distinctive audible signal designated as the fire alarm signal.

The principal and the superintendent shall determine the additional safety drills to be performed consistent with the risks assessed for the particular facility or the recommendations of the Safe School Committee and/or local fire and law enforcement.

Emergency Closings: The Superintendent or the Superintendent's designee may close the District's schools, dismiss school early, delay the beginning of school, or take other appropriate measures in the event of hazardous weather or other emergencies which necessitate such action.

Health and Safety Emergency: District's primary concern in any emergency situation is the health and safety of the students, staff and their families. In the event of an emergency that endangers health and safety in such a manner that a person's physical presence in a school building could potentially expose them to pathogens which could lead to illness, no students or families are permitted to be inside a school building until the Superintendent has declared that it is safe. In addition, no staff member shall enter a school building unless the purpose is to provide "essential" services. Any staff members who the Superintendent classifies as "essential" or necessary to perform "essential" duties may be required to be physically present on school property at certain times as designated by the Superintendent. Any staff member who is required to be physically present in a school building shall strictly follow all health and safety guidelines established by the Center for Disease Control ("CDC") and/or the Oklahoma State Department of Health ("OSDH").

Bomb Threats: Bomb threats shall be handled according to District's Emergency

Procedures Guide.

Sexual Abuse of Students: Three essential practices for employees to keep in mind with respect to the prevention of sexual abuse of students are as follows:

I. Avoid engaging in behaviors which could be mistaken for boundary invasion or grooming behaviors. Keep interactions with students on a professional level. Refer students who need emotional or other support to appropriately trained staff such as counselors or school psychologists. Staff can be caring while maintaining professional boundaries.

II. Report situations where such behaviors by other employees take place.
   a. Do not make your own inferences or waste time determining whether or not to report the behavior, inform the principal immediately.
   b. Do NOT confront or discuss the matter with the adult engaging in the boundary invasions unless immediate intervention is necessary.

III. Maintain confidentiality. Do not discuss concerns with anyone other than the appropriate administrator, Child Protective Services, or the police.
   a. Maintain your own documentation. Document who you notified, where and when, and what you reported.

Reporting Child Abuse: District shall post in a clearly visible public area of the school, a sign that is written in English and Spanish and contains a toll-free telephone number operated by the Department of Health Services to receive reports of child abuse or neglect. In accordance with state law, any District employee who has reasonable cause to know or to suspect that a student under the age of eighteen (18) has been subject to abuse or neglect by a person responsible for the child's health or welfare or who has observed the child being subjected to circumstances of abuse or neglect by a person responsible for the child's health or welfare shall **immediately** report or cause to be reported such situation to the Department of Human Services ("DHS") and local law enforcement. The statewide toll-free hotline for DHS is 1-800-522-3511. Any District employee who has a reason to believe that a student who is eighteen (18) years of age or older is a victim of abuse or neglect shall report the matter **immediately** to local law enforcement. Local law enforcement will keep confidential and redact any information identifying the reporting school employee unless otherwise ordered by the court. Any school employee with knowledge of a report made by another school employee shall not disclose information identifying the reporting school employee unless otherwise ordered by the court or as a part of an investigation by local law enforcement or DHS.

The employee making the report shall also inform the building principal who will inform the superintendent. Employees shall not contact the student's family or others to investigate any suspected abuse or neglect.

Any individual who knowingly or willfully fails to promptly report any incident may be reported to local law enforcement for criminal investigation and if convicted, guilty of a misdemeanor. Immunity is provided from civil or criminal liability, when an individual in good faith reports or participates in judicial proceedings or allows access to child by persons authorized to investigate a report.

The reporting obligations provided herein are required by law and are individual. No employer, supervisor, or administrator shall impede or inhibit the reporting nor shall any employer, supervisor, or administrator discriminate or retaliate against an employee or other person who, in good faith, fulfills his or her reporting obligations.

Safety Education: The practice of safety shall also be considered a facet of the instructional plan of the District by virtue of educational programs such as traffic and pedestrian safety, fire prevention, and emergency procedures which are appropriately suited for students of different grade levels. In addition, safety education shall be provided as is necessary and appropriate to students participating in laboratory science activities, shop activities, and physical education courses. The Superintendent shall be responsible for the supervision of such safety programs.

Safe Schools Committee/Healthy and Fit School Advisory Committee: District and the families of the District's students should work together to address concerns of safety and the threat of violence in schools as well as other health issues. Therefore, the District hereby authorizes the establishment of a single committee to perform the functions of both the Healthy and Fit School Advisory Committee and the Safe School Committee at each school site. The committee shall be composed of at least seven (7) members and shall include teachers, parents of enrolled students, students, and a school official who investigates reports of bullying. The committee may also include school staff, school volunteers, community representatives, and local law enforcement agencies.

Each school site's principal shall appoint the members of the committee. The committee will be involved in the monitoring, implementation and evaluation of the law with respect to access to foods of minimal nutritional value. The committee will also assist the District in promoting a positive school climate by assisting with the planning, implementing, and evaluating the effectiveness of bullying prevention and response. In addition, the committee shall study and make recommendations to the principal at least once each year regarding:

Health Issues:

1) health education

2) physical education and physical activity

3) nutrition and health services

Safety Issues:

1) unsafe conditions, possible strategies for students, faculty and staff to avoid physical and emotional harm at school, student victimization, crime prevention,

school violence, and any other issues which relate to the providing and the maintaining of a safe school environment for all students;

2) student bullying, including reviewing the District policy regarding bullying and research-based programs for bullying prevention;

3) professional development needs of faculty and staff to recognize and implement methods to decrease student bullying;

4) methods to encourage the involvement of the community and students, the development of individual relationships between students and school staff, and the use of problem-solving teams that include counselors and other behavioral health and suicide prevention resources within or outside the school system; and

5) professional development needs of faculty and staff to recognize and report suspected human trafficking.

The committee may study and make recommendations to the board regarding the development of a rape or sexual assault response program that may be implemented at the school site pursuant to state law. The principals shall provide a copy of the recommendations of each committee to the Superintendent.

Accidents: Accidents involving employees, students, or visitors shall be reported to the Superintendent or the Superintendent's designee and investigated as deemed appropriate.

Safe Room: The safe room will be available to students and staff during school hours. The community will not be permitted to utilize the safe room when school is not in session as these are not open to the public.

Hazard Communication Standard: The Superintendent or the Superintendent's designee shall maintain and make available to District employees such accident and safety reports and chemical hazard information as required by law, including, but not limited to Material Safety Data ("MSD"), Asbestos Containing Materials ("ACM") and Chemical Information Listing ("CIL"). District shall report any health and safety information as required to the appropriate governing agency. Any accident resulting in the hospitalization of five (5) or more employees or the death of one (1) or more employees shall be reported to the Oklahoma Department of Labor within forty-eight (48) hours of the accident.

The Administration, in conjunction with other appropriate officials, shall identify hazardous substances on District property, shall maintain proper labeling, notice, and storage of containers of hazardous substances, and shall provide appropriate safety training and equipment as set forth in Administrative Regulations.

Searches for Contraband: District will occasionally use trained dogs to search for drugs,

alcohol, or contraband on District property. Searches of District property and grounds will be conducted during periodic unannounced visits either during school hours or non-school hours at the discretion of the Superintendent. All lockers, vehicles, school desks, and any area of concealment are subject to search. If a search dog indicates the possible presence of any material which the dog is trained to detect, that area or place or thing of concealment will be further searched by law enforcement officers or by designated school personnel. No student, employee, or other person will be the target of a search by a search dog. However, if the search dog indicates the possible presence of material which the dog is trained to detect on a person, a further search of that person's outer garments, purse, containers, or other items of concealment will be conducted by law enforcement officers or by designated school personnel. Searches which disclose the presence of any material which the dog is trained to detect, or any material or items which is forbidden by school policy may lead to further investigation by school officials or law enforcement officers, and/or disciplinary action by the school.

Threatening Behavior: An employee of the District or a member of the Board shall notify law enforcement of any verbal threat or act of threatening behavior which reasonably may have the potential to endanger students, school personnel, or school property. Threatening behavior means any verbal threat or behavior, whether or not it is directed at another person, which indicates potential for future harm to students, school personnel, or school property. Persons making such reports in good faith will be immune from employment discipline as well as civil liability.

Suicide Awareness and Training: District will provide training to all staff on a biennial basis that addresses suicide awareness and prevention. District will select curriculum for its training in accordance with the standards provided for by law and will post the course outline for the curriculum on its website. Beginning with the 2022-2023 school year, the board may also provide training to address suicide awareness and prevention to students in grades seven (7) through twelve (12).

Immediately upon determining that a student is at risk of attempting suicide, teachers, counselors, principals, administrators, or other school personnel shall notify the parents or legal guardians that such risk exists. Teachers, counselors, principals, administrators, and other school personnel shall be immune from liability and discipline as provided for by law.

Restrooms and Changing Areas: In accordance with 70 O.S. § 1-125, every multiple occupancy restroom or changing area on District property shall be designated for the exclusive use of the male sex or for the exclusive use of the female sex. District will provide a reasonable accommodation for individuals who do not wish to comply with this policy, which may include a single occupancy restroom or changing room. The provisions of this policy shall not apply to individuals entering a multiple occupancy restroom or changing area designated for use by the opposite sex when entering under the following circumstances: 1) for custodial, maintenance, or inspection purposes; or 2) to render emergency medical assistance, including, but not limited to, assistance with hygienic needs and/or disciplinary issues.

I. **Discipline.** Individuals who fail to comply with Oklahoma law regarding the use

of school bathrooms or changing facilities may be disciplined as follows:

a. **Students**: Students may be subject to disciplinary methods listed in the student discipline code.
b. **Staff:** Staff members may be subject to disciplinary action. Due process procedures will be followed as required by law or negotiated agreement.
c. **Patrons:** Patrons may be removed from the premises for interfering with peaceful orderly conduct in accordance with 21 O.S. §§ 1375 and 1376.

II. Definitions.

a. **Sex:** the physical condition of being male or female based on genetics and physiology, as identified on the individual's original birth certificate.
b. **Multiple Occupancy Restroom or Changing Area:** an area that is designated to be used by more than one individual at a time, where individuals may be in various stages of undress in the presence of other individuals. This may include, but is not limited to, a school restroom, locker room, changing room, or shower room.
c. **Individual:** any student, teacher, staff member, or other person on District property.

Adopted: September 14, 2020
Revised: August 4, 2021; August 30, 2022

ITEM OF CONSIDERATION
Chickasha Public Schools
Board of Education
September 12, 2022

TOPIC: Board Ward Redistricting

ADMINISTRATIVE RECOMMENDATION: Approval of new board ward boundaries

RATIONALE FOR RECOMMENDATION: The new proposed boundaries for the school board wards reflect changes in the population of Chickasha. The changes bring all five wards within the 10% variance that is required by law. 70 O.S. § 5-107A requires a board to reapportion the territory following a census and shall be as equal in population as practical with not more than a ten percent (10%) variance between the most populous and least populous board districts. The proposed boundaries were drawn during a meeting with the Oklahoma State Legislative staff on August 31, 2022 that was attended by CPS Board President Robyn Morse and Superintendent Rick Croslin.

FISCAL NOTE: N/A

OPTIONS:

1. Approve the new board ward boundaries.
2. Not approve the new board ward boundaries.
3. Request additional information.

CONTACT PERSON: Rick Croslin, Superintendent

Adopted: April 2020

REDISTRICTING RESOLUTION

WHEREAS school districts that are currently divided into board districts for purposes of election are mandated by 70 O.S. § 5-107A to reapportion the territory of the school district into board districts in the year following the submission by the United States Department of Commerce to the President of the United States of the official Federal Decennial Census; and

WHEREAS, board districts shall be compact, contiguous, and shall be as equal in population as practical with not more than a ten percent (10%) variance between the most populous and least populous board districts; and

WHERAS, the board of education has carefully reviewed and considered maps of the school district's population in an effort to adhere to the statutory requirements; now, therefore, be it

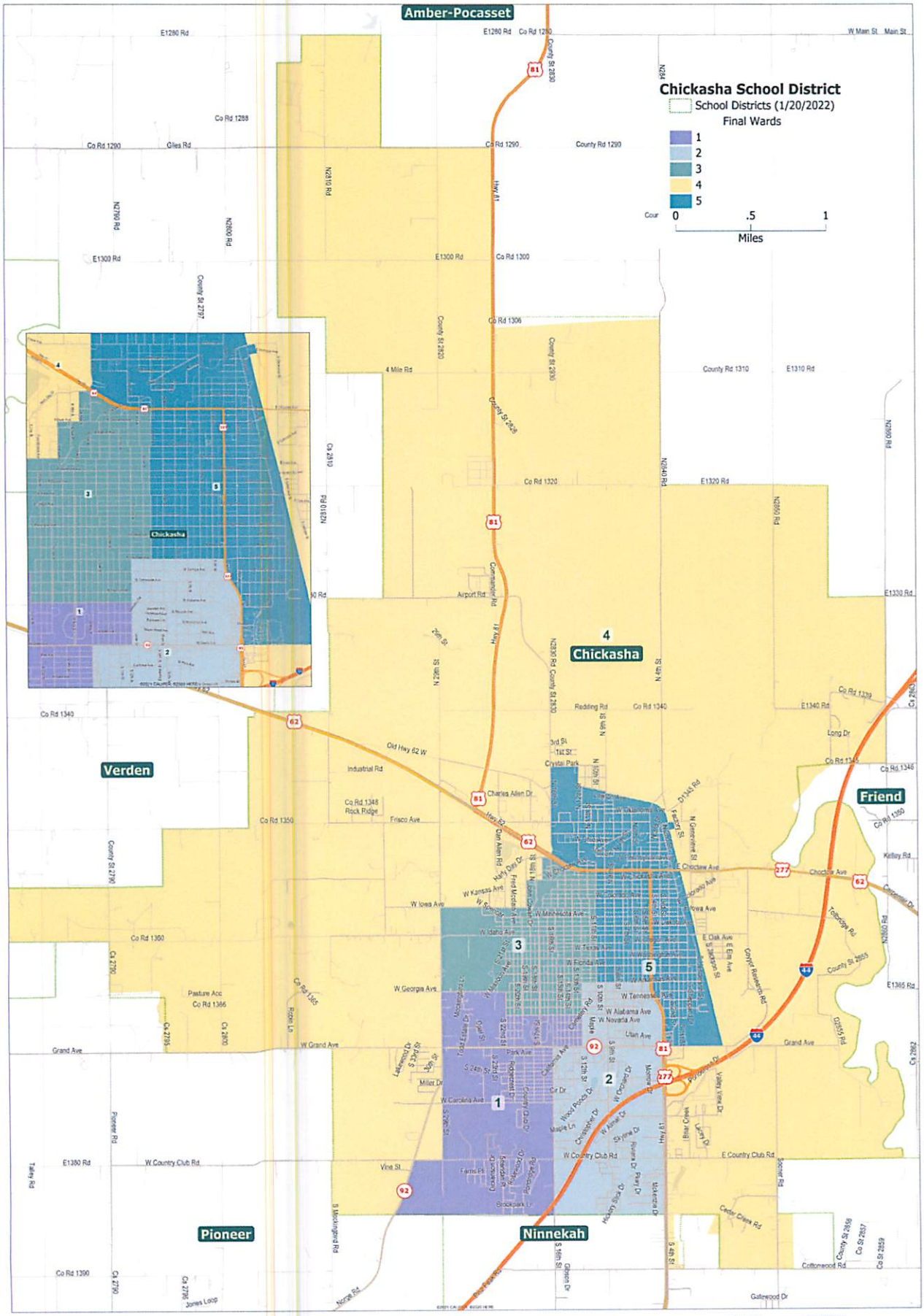
RESOLVED that the Board of Education, Independent School District No. ____ of _____, County, Oklahoma, has adopted the attached map of board districts for school board elections which shall be utilized until such time as the district is required to be reapportioned.

Adopted this ____ day of _____, 2022.

_____
Board President

ATTEST:

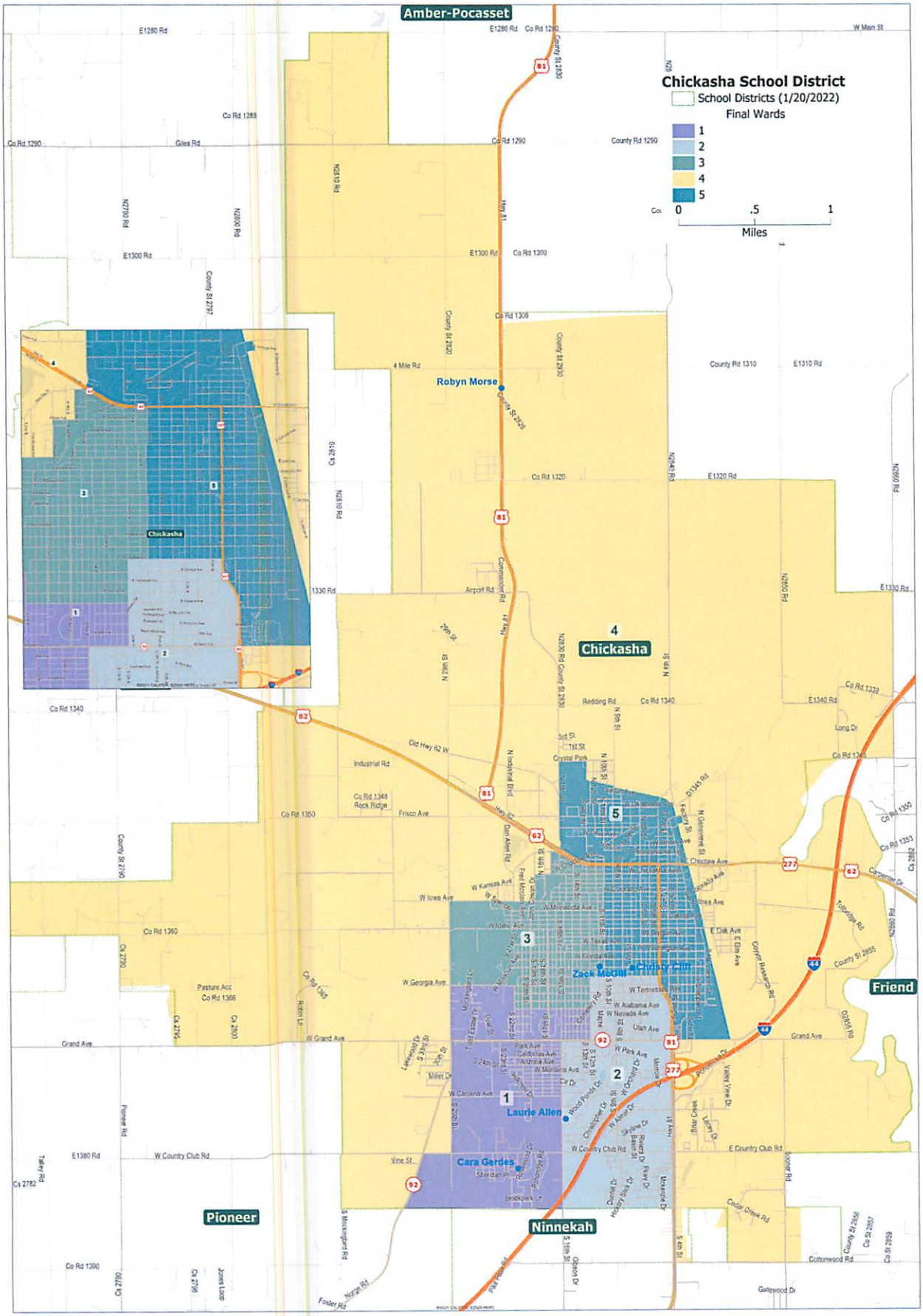
_____
Board Clerk



District	Population
1	3242
2	3260
3	3415
4	3171
5	3443

The difference between the least-populated ward and the most-populated ward is 7.90%, which meets the requirements of O.S. 70, Section 5-107A(B).
The average ward population is 3,306 people.

OK House GIS
Q.Do
8/31/2022


Amber-Pocasset
Chickasha School District
School Districts (1/20/2022)
Final Wards
1
2
3
4
5
0
.5
1
Miles
Robyn Morse
Chickasha
Laurie Allen
Cara Gerdes
Zack Medlin
Friend
Pioneer
Ninnekah
E1280 Rd
Co Rd 1288
Co Rd 1290
Giles Rd
E1300 Rd
Co Rd 1306
4 Mile Rd
Co Rd 1310
E1310 Rd
Co Rd 1320
E1320 Rd
E1330 Rd
Co Rd 1340
E1340 Rd
Co Rd 1348
Rock Ridge
Co Rd 1350
Co Rd 1360
Pasture Acc
Co Rd 1366
E1380 Rd
W Country Club Rd
Co Rd 1390
Old Hwy 62 W
Industrial Rd
Redding Rd
Long Dr
Frisco Ave
Airport Rd
Commerce Rd
Hwy 81
Dan Allen Rd
N Industrial Blvd
Grand Ave
W Iowa Ave
W Georgia Ave
W Park Ave
W Carolina Ave
Vine St
E Country Club Rd
Cottonwood Rd
Gatewood Dr
Foster Rd
Norge Rd
Pine Ridge Rd
Cedar Creek Rd
Skyline Dr
Valley View Dr
Ridge Creek Dr
Brookpark Ln
Sheridan Pl
Chickasaw Dr
Wood Pond Dr
Miller Dr
Lakewood Dr
Pioneer Rd
Talley Rd
Jones Loop
Tallgrass Rd
Cardinal Dr
Sooner Rd
Co Rd 1339
Co Rd 1345
Co Rd 1350
Co Rd 1353
Co Rd 1365
Co Rd 1369
Co Rd 1380
Co Rd 1390
Co Rd 1395
Co Rd 1400
Co Rd 1405
Co Rd 1410
Co Rd 1415
Co Rd 1420
Co Rd 1425
Co Rd 1430
Co Rd 1435
Co Rd 1440
Co Rd 1445
Co Rd 1450
Co Rd

ITEM OF CONSIDERATION
Chickasha Public Schools
Board of Education
September 12, 2022

TOPIC: Memorandum of Understanding for Junior Achievers

ADMINISTRATIVE RECOMMENDATION: Approval of the MOU for Junior Achievers Workplace Place Internship Course Materials

RATIONALE FOR RECOMMENDATION: The Memorandum of Understanding is for the use of Junior Achievers course materials only. Chickasha High School has implemented an internship course offered to high school seniors. CPS has been granted free use of the course materials. The materials have been thoroughly vetted.

FISCAL NOTE: There is no cost associated with the use of these material

OPTIONS:

1. Approve the MOU for JA Workplace Place Internship Course Materials.
2. Not approve the MOU for JA Workplace Place Internship Course Materials.
3. Request additional information.

CONTACT PERSON: Rick Croslin, Superintendent
Milton Bowens Jr., District Curriculum Coordinator

Implemented: April 2020

2022-2023 MEMORANDUM OF UNDERSTANDING

Between Junior Achievement of Oklahoma and:

School Site: Chickasha High School _____ Number of Students: 10

School District: Chickasha Public Schools

Educator: Cristie Oliver Email: coliver@chickasha.k12.ok.us Phone: 405-222-6500

Program Requested - [ ] JA It's My Job or [x] JA Career Success*
*This program may result in additional fees.

The goal of this *Memorandum of Understanding* is to outline responsibilities of the Educator and the staff of Junior Achievement of Oklahoma (JA) as pertains to the JA Workplace Internship program in the state of Oklahoma. Failure to meet these requirements may prohibit future partnerships with JA of Oklahoma.

TERMS

JA Responsibilities:

- Provide curriculum materials necessary to conduct programs requested by the school district and the community.
- Provide orientation and training sessions for teachers and business mentors.
- Provide business/school with current copy Certificate of Liability.
- Provide school with current Insurance Agreement.
- Provide support by Junior Achievement of Oklahoma, Inc. staff to ensure quality economic education programs.

Partnering Educator Responsibilities:

- Recruit and/or provide quality business volunteers for each class requested by the school district.
- Provide ongoing support for students participating in JA Workplace Internship.
- Provide local recognition and appreciation for teachers and volunteers participating in Junior Achievement programming.
- Provide JA Staff with signed copy of Insurance Agreement.
- Provide JA Staff with signed JA Volunteer Registration Form/JA Volunteer Conduct Standards Form for each volunteer.
- Provide JA Staff with confirmation of current Background Check for each volunteer in good standing within the past 2 years.
- Complete classroom curriculum to all new students to the program.
- Provide JA Staff with a verification email stating the number of students that completed the classroom curriculum.
- Send "Thank You" letter from participating class to each classroom volunteer.

This MOU will begin *August 1, 2022* and extend through *June 30, 2023*. This MOU is renewable each school year.

_____
JA Representative signature

Print name: _____

Title: _____

Date: _____

_____
School/Educator signature

Print name: _____

Title: _____

Date: _____

Junior Achievement of Oklahoma, Inc. - OKC Region
PO Box 57437 | OKC, OK 73157 | 405.235.3399
Sr. Program Manager: Mary Thomas | mthomas@jaok.org | 405.300.1021

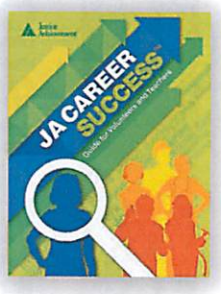
Junior Achievement of Oklahoma – Tulsa Region
3947 S 103rd E Ave | Tulsa, OK 74146 | 918-663-2150
Program Director-Robyn Brown | RobynBrown@jaok.org | 918-663-2151

Junior Achievement®

JA Career Success™

JA Career Success equips students with the tools and skills required to earn and keep a job in high-growth career industries.

Following participation in the program, students will be able to:



- Apply 4Cs: critical thinking, communication, collaboration, and creativity.
- Demonstrate strong soft skills.
- Rank work priorities.
- Recognize STEM and other high-growth industries.
- Identify personal-brand and job-hunting tools—resumes, cover letters, interviews, and digital profiles.

Session Titles and Summaries:

1 Session One: Get Hired: Critical Thinking and Creativity

Students are introduced to the need to be work ready by developing the 4Cs skills that employers want from people entering the workforce. Students apply critical-thinking skills and creativity to solve problems in real-life work scenarios.

2 Session Two: Get Hired: Communication and Conflict-Management Skills

Students apply communication skills to resolve conflicts in work-based scenarios. Students will role-play conflicts and conflict management. They will explore behaviors that inflame conflict and behaviors that lead to a resolution.

3 Session Three: Get Hired: Collaboration and Creativity

Students practice collaboration—a 4Cs skill—by using a team-building model referred to as the GRPI model (Goals, Roles and Responsibilities, Processes, and Interpersonal Relationship Skills). The model describes the behaviors found in high-performance teams in the workplace.

4 Session Four: Get Hired: Strong Soft Skills

Students will review soft skills that are in demand by employers and rate their own soft skills. They will use personal stories in a job-interview workshop to communicate these skills to a potential employer.

5 Session Five: Know Your Work Priorities

Students learn that in the current workforce, people change jobs or careers several times over a lifetime. That means it is important to be prepared and adaptable. Students explore which of their priorities should be their anchors as they prepare to enter the working world.

6 Session Six: Know Who's Hiring

In groups, students analyze factors to consider when researching careers: skills learned through training and education; interests in various career clusters; and specific high-growth jobs and the requirements needed to earn them.

7 Session Seven: Know Your Personal Brand

Students work in teams to rate the personal brand of candidates applying for a job by comparing cover letters, resumes, and digital profiles of the candidates.

©2014 Junior Achievement USA® | www.ja.org

Junior Achievement

Join Junior Achievement's national network of more than 213,000 volunteers and help students in your community connect the dots between what they learn in school and the "business of life"— work readiness, entrepreneurship, and financial literacy.

JA's Turn-Key Volunteer Solution:

Personalized Placement
JA works with you to ensure you teach at the location and grade level of your choice.

Comprehensive Training
JA staff provides training so you are comfortable visiting the classroom. You will be trained in classroom management, understanding and delivering the JA curriculum, working with the classroom teacher, and communicating effectively with students.

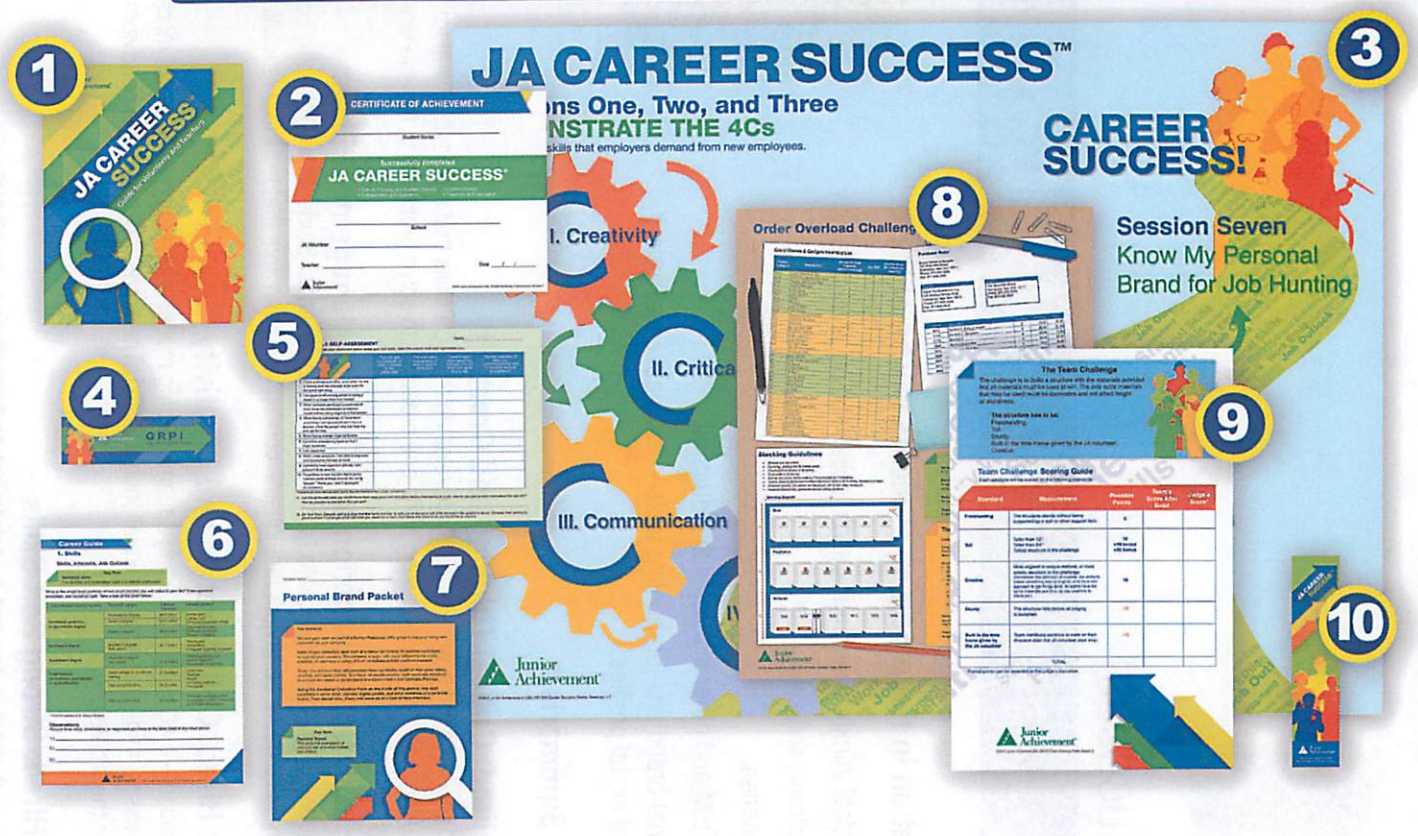
Minimal Time Commitment
The time commitment is minimal compared to the significant impact you make. High school grade-level classes include seven 45-minute sessions.

JA provides you with a kit containing all of the session plans and student materials you'll need to make every minute count.

JA Staff Follow-Up and Support
JA staff is available to answer your questions or make suggestions about your volunteer assignment.

JA Career Success™

High-growth career industries dominate the global marketplace. This new hands-on program prepares today's students with the 4Cs skills they need to compete and succeed—critical thinking, communication, collaboration, and creativity. Selected pieces of the program are featured below.



1 **Guide for Volunteers and Teachers**
Provides session plans, teaching tips, and talking points.

2 **Certificate of Achievement**
Given to students in recognition of their participation.

3 **Career Success Poster**
Used throught the program, this poster introduces seven session topics designed to help students get and keep a job.

4 **GRPI Card**
Describes the GRPI model, a tool used by business teams to increase their effectiveness.

5 **Soft Skills Self-Assessment**
Students rank whether they are good at a skill, need more practice, or need to learn more.

6 **Career Guide**
Students study high-growth job profiles and requirements for various careers.

7 **Personal Brand Packet**
Students prescreen hypothetical job candidates and rate their cover letters, resumes, and digital profiles.

8 **Problem-Solving Challenge**
Groups work together to solve a work-based problem.

9 **Team Challenge**
A building competition requiring teamwork and creativity.

10 **Soft Skills Bookmark**
Student take home a reminder of the soft skills and job interview tips they will need.

ITEM OF CONSIDERATION
Chickasha Public Schools
Board of Education
September 12, 2022

TOPIC: USAO Off-Campus Federal Work-Study Program

ADMINISTRATIVE RECOMMENDATION: Approval of the agreement between USAO & CPS Federal Work-Study Program

RATIONALE FOR RECOMMENDATION: The purpose of this agreement is to provide work to college students eligible for the Federal Work-Study Program and to provide our students extra help in areas of concern. This is a great opportunity for CPS to have access to tutoring for our students without our district funding the program.

FISCAL NOTE: none

OPTIONS:

1. Approve the agreement.
2. Not approve the agreement.
3. Request additional information.

CONTACT PERSON: Dereth Harrison, Grand Avenue Elementary Principal, Dr. R.P. Ashanti-Alexander Lincoln Elementary Principal, Amanda Townley Bill Wallace Early Childhood Center Principal

Implemented: April 2020

University of SCIENCE & ARTS of Oklahoma

University of Science & Arts of Oklahoma

Off-Campus Federal Work Study Agreement

Organization Information

Name of Organization:		Organization Representative:		
Chickasha Public Schools- Grand Ave. Elementary		Dereth Harrison		
Street Address:	**City:**	**State:**	**Zip Code:**	**Phone:**
1415 W. Grand Ave.	Chickasha	OK	73018	(405) 222-6524

Type of Organization (check only one):

☒ Public Organization ☐ Private Non-Profit Organization

Statement of Purpose (if your organization is non-profit):

Source of Funding:	Has your agency hired through the Federal Work Study Program in the past?
	Yes

Section A: Agreement

1. This agreement is entered into between the University of Science and Arts of Oklahoma, hereinafter known as the "Institution," and the above described organization, hereby known as the "Organization", a federal, state, or local public agency or a private nonprofit organization, for the purpose of providing work to students eligible for the Federal Work-Study [FWS] Program.
2. The parties agree to and understand that work to be performed under this agreement is to be in the public interest, and which
   a. will not result in the displacement of employed workers or impair existing contracts for services
   b. will be governed by such conditions of employment, including compensation as will be appropriate and reasonable in light of such factors as type of work performed, geographical region and proficiency of the employee and as mutually agreed by the Institution and the Organization
   c. does not involve the construction, operation, or maintenance of so much of any facility as is used, or to be used, for sectarian instruction or any place for religious worship
   d. does not involve any partisan or nonpartisan political activity associated with a candidate, or contending faction or group, in an election for public or party office.
3. During periods of regular enrollment, students employed under this agreement may work no more than twenty (20) hours per week.
4. Students can only be paid for hours worked, and may not be paid for lunch, vacation, holiday, sick days, or other hours not actually worked. When a student's accumulated gross earnings reach the student's Federal Work-Study Allotment, the student must stop working under this agreement.

5. Students will be made available to the Organization by the Institution to perform specific work assignments.
6. Students may be removed from work on a particular assignment or from the Organization by the Institution, either on its own initiative or at the request of the Organization.
7. The Organization agrees that no student will be denied work or subjected to different treatment under this agreement on the grounds of
    a. Race
    b. Color
    c. National origin or
    d. Sex
8. It further agrees that it will comply with the provisions of
    a. The Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252)
    b. Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and
    c. The Regulations of the Department of Education that implement those acts.
9. The Institution is considered the employer for purposes of this agreement. It has the ultimate right to control and direct the services of the students for the Organization. It also has the responsibility to determine whether the students meet the eligibility requirements for employment under the Federal Work-Study Program, to assign students to work for the Organization, and to determine that the students do, in fact, perform their work. The Organization's right is limited to direction of the details and means by which the result is to be accomplished.
10. Transportation for students to and from their work assignment will not be provided by either the Institution or the Organization. In the event of injury incurred by a student while acting within the scope of his/her duties, the Institution shall assume responsibility as employer.
11. Compensation of students for work performed on a project under this agreement will be disbursed—and all payments due as an employer's contribution under state or local workers' compensation laws, under federal or state Social Security laws, or under other applicable laws, will be made—by the Institution.
12. The student will be paid by the Institution based on the established hourly rate and number of hours worked. A written record of hours worked is to be submitted by the Organization to the Institution on a bi-weekly basis in accordance with the Permission Agreement issued each term by the Institution. At the Institution's request, the Organization official agrees to confirm these hours by authorized signature of an Organization official on a student time sheet before the Institution will release payments to the student employed under this agreement.

Section B: Organization Approval

Signature: Dereth Harrison	**Date:** 8/16/2022
Print Name: Dereth Harrison	**Title:** Principal

Section C: Institutional Approval

Signature:	**Date:**
Print Name:	**Title:**

V

University of SCIENCE & ARTS of Oklahoma

University of Science & Arts of Oklahoma

Off-Campus Federal Work Study Agreement

Organization Information

Name of Organization:		Organization Representative:		
Lincoln Elementary		Dr. R.P. Ashanti-Alexander		
Street Address:	**City:**	**State:**	**Zip Code:**	**Phone:**
103 Dakota	Chickasha	OK	73018	918-688-6068

Type of Organization (check only one):

☒ Public Organization ☐ Private Non-Profit Organization

Statement of Purpose (if your organization is non-profit):

Source of Funding:	Has your agency hired through the Federal Work Study Program in the past? yes

Section A: Agreement

1. This agreement is entered into between the University of Science and Arts of Oklahoma, hereinafter known as the "Institution," and the above described organization, hereby known as the "Organization", a federal, state, or local public agency or a private nonprofit organization, for the purpose of providing work to students eligible for the Federal Work-Study [FWS] Program.
2. The parties agree to and understand that work to be performed under this agreement is to be in the public interest, and which
   a. will not result in the displacement of employed workers or impair existing contracts for services
   b. will be governed by such conditions of employment, including compensation as will be appropriate and reasonable in light of such factors as type of work performed, geographical region and proficiency of the employee and as mutually agreed by the Institution and the Organization
   c. does not involve the construction, operation, or maintenance of so much of any facility as is used, or to be used, for sectarian instruction or any place for religious worship
   d. does not involve any partisan or nonpartisan political activity associated with a candidate, or contending faction or group, in an election for public or party office.
3. During periods of regular enrollment, students employed under this agreement may work no more than twenty (20) hours per week.
4. Students can only be paid for hours worked, and may not be paid for lunch, vacation, holiday, sick days, or other hours not actually worked. When a student's accumulated gross earnings reach the student's Federal Work-Study Allotment, the student must stop working under this agreement.

5. Students will be made available to the Organization by the Institution to perform specific work assignments.
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7. The Organization agrees that no student will be denied work or subjected to different treatment under this agreement on the grounds of
    a. Race
    b. Color
    c. National origin or
    d. Sex
8. It further agrees that it will comply with the provisions of
    a. The Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252)
    b. Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and
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Section B: Organization Approval

Signature: Dr. R. P. Ashanti-Alexander	**Date:** 8/12/22
Print Name: Dr. R.P. Ashanti-Alexander	**Title:** Principal

Section C: Institutional Approval

Signature: Robyn Rogers	**Date:** 8/12/22
Print Name: Robyn Rogers	**Title:** Financial Aid Director

University of SCIENCE & ARTS of Oklahoma

University of Science & Arts of Oklahoma

Off-Campus Federal Work Study Agreement

Organization Information

Name of Organization:		Organization Representative:		
Bill Wallace Early Childhood Center		Amanda Townley		
Street Address:	**City:**	**State:**	**Zip Code:**	**Phone:**
2331 S 15th Street	Chickasha	OK	73018	4052226544

Type of Organization (check only one):

☒ Public Organization ☐ Private Non-Profit Organization

Statement of Purpose (if your organization is non-profit):
To support students will acquireing skills in reading and math

Source of Funding:	Has your agency hired through the Federal Work Study Program in the past?

Section A: Agreement

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2. The parties agree to and understand that work to be performed under this agreement is to be in the public interest, and which
   a. will not result in the displacement of employed workers or impair existing contracts for services
   b. will be governed by such conditions of employment, including compensation as will be appropriate and reasonable in light of such factors as type of work performed, geographical region and proficiency of the employee and as mutually agreed by the Institution and the Organization
   c. does not involve the construction, operation, or maintenance of so much of any facility as is used, or to be used, for sectarian instruction or any place for religious worship
   d. does not involve any partisan or nonpartisan political activity associated with a candidate, or contending faction or group, in an election for public or party office.
3. During periods of regular enrollment, students employed under this agreement may work no more than twenty (20) hours per week.
4. Students can only be paid for hours worked, and may not be paid for lunch, vacation, holiday, sick days, or other hours not actually worked. When a student's accumulated gross earnings reach the student's Federal Work-Study Allotment, the student must stop working under this agreement.

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    b. Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and
    c. The Regulations of the Department of Education that implement those acts.
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Section B: Organization Approval

Signature:	**Date:** 08/25/2022
Print Name: Amanda Townley	**Title:** Principal

Section C: Institutional Approval

Signature:	**Date:**
Print Name:	**Title:**

ITEM OF CONSIDERATION
Board of Education
September 12, 2022

TOPIC: COPA Agreement.

ADMINISTRATIVE RECOMMENDATION: Accept agreement

RATIONALE FOR RECOMMENDATION: This is an annual approval between the Chickasha Board of Education and COPA. School Year 2022-2023
FINANCIAL IMPACT AND FUNDING: Recommending a step raise and adding an additional year to the payscale. We do not expect any significant pay increase.

OPTIONS:
1.Approve
2.Not Approve
3. Table

CONTACT PERSON: ***Jennifer Stegman 405-222-6500 ext 1001*** and Mr. Croslin Superintendent of Chickasha Public Schools

*Forms are due to the Superintendent's Office by ***Tuesday,*** the week **before** the Board Meeting

MASTER CONTRACT

BETWEEN THE

CHICKASHA ORGANIZATION

OF
PROFESSIONAL ADMINISTRATORS

AND THE
Chickasha Board of Education

2022-2023

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Purpose

This negotiated agreement is the master contract of all items currently agreed upon by the Chickasha Organization of Professional Administrators, the exclusive bargaining representative for all employees who are employed and certified as principals and assistant principals and who have responsibilities for the supervision of classroom teachers at Chickasha Public Schools and the Board of Education of Chickasha Public Schools. Should a grievance be filed alleging misapplication of this contract, parties involved in settling the grievances will use the applicable language of this master contract.

Definitions

Seniority – Continuous, contracted employment as an administrator, counted from the date of school board approved hire in an administrative position. If two or more administrators are hired at the same board meeting, it will then be based on the date of recommendation for hire..

Normal Attrition - This is the reduction of certified personnel in the system due to voluntary resignation and retirement.

1 Exclusive Rights

1.1 The rights granted herein to the Association that are not contrary to the statutory rights of any pupil, patron or administrative employee shall not be granted to any competing association.

2 Association Use of School Facilities

2.1 Upon approval of the superintendent or his/her designee, the Association may use school facilities for meetings of the general membership and/or Association committees as designated by the Association president.

3 Association Use Of Duplicating Machines, Copy Machines And Audiovisual Equipment

3.1 After approval by the superintendent or his/her designee, the Association shall be permitted to use the duplicating machines, copy machines, and audiovisual equipment. A use charge may be mutually agreed upon by the superintendent and the Association president.

4 Association Use Of School Mail And E-Mail

4.1 The Association will be allowed to distribute information through the school mail system and computer e-mail system after such information has been approved for distribution by the superintendent or his/her designee.

5 Association Use Of Bulletin Boards

5.1 The Association will be permitted to use bulletin board space in each administrator's workroom/lounge for posting of materials, provided such materials have been approved by the superintendent or his/her designee prior to the posting.

6 Non-Discrimination Statement

6.1 The Chickasha Public School District is an equal opportunity employer, and will abide by applicable laws dealing• with discrimination.

7 Savings Clause

7.1 Should any part of this agreement be declared invalid by statute or a court of final jurisdiction, said part shall be automatically deleted from the agreement to the extent that it violates the law. The remaining provisions shall remain in full force and effect for the duration of the agreement if not affected by the deleted parts. Upon receipt of notification of the final court action, the Board and the Association shall commence negotiations

within thirty (30) calendar days for the purpose of arriving at a legally permissible replacement for the deleted part. If a change in statute or court of last resort results in increased or improved benefit(s) to the certified employees, the change will be incorporated.

8 Work Related Disability

8.1 The Board will provide Worker's Compensation coverage to Administrators employed by Chickasha Public Schools who are injured while performing assigned duties. Said coverage will be based on the Comp Source Oklahoma Plan. The Board will also abide by appropriate School Law dealing with "Injuries sustained by school personnel in performance of duties continued payment of contract salary."

9 Procedural Agreement

9.1 The procedural Agreement for Negotiations shall be attached to this contract for informational purposes only.

10 Master Contract Copy

10.1 The Board and Association agree to place the final contract on the District website so all interested parties will have access to the contract.

11 Notification Of Assignment

11.1 The Board of Education agrees to notify administrators of their tentative assignment for the following school year. Such notification shall be made prior to June 30th.

12 Transfer And Reassignment

12.1 During a period of District Reorganization, the administrative staff involved in the reorganization will complete a form designating their top three (3) preferences. These preferences will be considered along with certification, seniority within this school district, and the overall good of the District in the filling of positions.

13 Step Increase

13.1 Each step in the salary schedule is equal to one year of experience as an administrator.

14 Notice Of Vacancies involuntary Transfer

14.1 The Superintendent or designee shall cause notice of vacancies for any professional administrative position officially vacated by Board action, except the position of Superintendent of Schools, to be posted ~~on the faculty bulletin board at each school and~~ on the District's Web-site by Friday of the week the vacancy occurs. Exceptional cases occurring during vacation periods can be approved with the agreement ~~of a quorum~~ of ~~the~~ COPA Leadership ~~Team~~ and district administration. ~~Any new positions, including supervisory positions, shall be posted in like manner.~~ Members of the faculty contemplating a request for a transfer shall notify the Superintendent, in writing, within five (5) working days after the vacancy is posted. This notification shall include the applicant's academic qualifications for the position and the reason for the request. Before any vacancies are filled, the administrator expressing an interest in the position shall be interviewed by the Superintendent or his/her designee after it has been determined that the person is fully qualified (Standard certification or verification from a certification official stating the date by which the applicant is expected to meet qualifications for standard certification.) If the administrator does not receive the requested transfer, he/she may request a meeting with the Superintendent to discuss the matter.

15 Involuntary Transfer

15.1 If it becomes necessary to fill a vacancy by an involuntary transfer or reassignment, every effort will be made to fill the vacancy with an Administrator who has appropriate certification ~~state mandated credentials~~. A meeting will be held between the administrator involved and the superintendent. At this time written reasons for

making the transfer will be presented to the administrator. If the administrator objects to the transfer, reasons for the objection will be written to the superintendent. According to state standards, also with consideration to certification, seniority within this school district and the overall good of the district shall be considered in filling of positions.

15.2 When changing positions involuntarily, the employee will be given credit for years of service on the appropriate salary schedule of the new position. A transfer based on administrative evaluation could be an exception to this policy.

16 Administrator Personnel File

16.1 The District shall maintain one (1) personnel file for each administrator. This file shall be kept in the Central Administration Office.

16.2 The personnel file may contain the following: (a) evaluations and responses, (b) annual administrative contracts, (c) teaching certificates, (d) letters of commendations, (e) letters of expectation ~~criticism~~, (f) official personnel action documents, including letter(s) of reprimand and/or admonishment, (g) official transcripts and resumes, and (h) other materials mutually agreed upon.

16.3 If the administrator is not given a copy of the material dealing with performance of professional services at the time it is prepared, a copy of such material will be sent to the administrator at the time of its inclusion in the personnel file, not to exceed ten (10) working days. Upon receipt of said material the administrator will have ten (10) working days to respond in writing to the material to which it refers.

16.4 Said certified employee shall have the right to review the contents of his/her personnel file at all times when the Central Administration Office is open to conduct business.

16.5 Any material over one (1) year old may be removed from the administrator's file by mutual agreement between the administrator and the superintendent.

17 Committee Representation

17.1 The Association will be permitted to have one member representing the Association on each committee, requiring or utilizing, administrator participation. The board/designee will select this member.

18 Right To Representation

18.1 Administrators are entitled to have ~~another person~~ a representative of their choice present during a scheduled conference with a supervisor. The nature of the meeting should be disclosed in writing at the time the meeting is scheduled if it is a meeting for disciplinary action of any kind. Notice of representation should be disclosed prior to the meeting. If, during a conference between an administrator and one of their supervisors, either the administrator or the supervisor feels that it would be in his/her best interest to have another person present, he/she may adjourn the conference and it shall be rescheduled when the other person may be present.

19 Right To Representation At Board Meetings

19.1 The Association has the right to representation at Board meetings either informally, by asking to address the Board in the time provided for visitors on the printed agenda; or formally, by requesting to have a particular item placed on the agenda, following the process specified in Board Policy. The COPA president or his/her designee will have access to the board meeting information on Assemble. ~~in order to view the board agenda able to pick up a Board meeting information packet prior to the time the Board offices close on the day of the Board meeting.~~Conferences

19.2 Conferences deemed necessary shall be arranged by the superintendent or his/her designee after consultation with the administrator involved. Such conferences will be held during the administrator's work day whenever possible.

20 Dignity

20.1 While individual behavior cannot be negotiated or set into policy, it is nevertheless the desire of both the Board and the Administrators of the Chickasha School District to state herein that they intend to treat each other with civility, dignity, and respect.

20.2 Administrators and teachers agree to make every effort to ensure that this message is conveyed not only to each other, but to the students and parents within the district, so that civility, dignity, and respect will be reciprocated as it is given. By so doing the district is working toward its goals of strengthening community relations and improving the quality of education in Chickasha.

21 Payday

21.1 For the 2014-15 school year supervisors Administrators shall be paid on the 15th of September and on the 15th of each month. for the remainder of the contract period unless they are classified as twelve month employees. Twelve month employees will be paid on the 15th of each month. ***Administrators will be paid on the last work day prior to the 15th*** *if* ***it falls on a holiday or weekend.***

22 Direct Deposit

22.1 Direct deposit will be utilized by the district. Administrators will be able to access direct deposit. for this contract year. Any administrator accessing direct deposit will have their June, July and August checks will be deposited at the same time of the month as the other checks.

23 Payroll Deductions

23.1 In addition to those deductions required by state and federal law each employee may, upon written authorization, initiate the following payroll deductions:

1. Educators Credit Union/Focus Credit Union
2. ~~United Teaching Profession dues~~.
3. Chickasha Organization of Professional Administrators
4. Political Action Committee contribution.
5. Annuities.
6. School approved insurance programs.
7. Other tax sheltered programs may be added based on approval of the Board and the availability of computer slots

23.2 Payroll deductions are subject to the following procedures and limitations. All requests for payroll deductions shall be in writing or by e-mail.

24 COPA Dues

24.1 C.O.P.A. dues of the authorized amount will be payroll deducted on the next appropriate pay date after authorization for this deduction has been received from the affected employee. ~~COPA will be reimbursed by CUTA for the dues administrators have paid if paid to CUTA.~~

24.2 Deduction form - see appendix

25 Reimbursement For Use Of Personal Automobile & Cell Phone

25.1 In the event that an administrator is required by the superintendent to use his/her personal vehicle for out-of-town school business, the administrator will be reimbursed according to board policy. All Principals/Assistant Principals will receive a $600 car allowance. The transportation allowance will be allocated into the administrator's regular salary.

25.2 Administrators will receive a $35 (taxable)/monthly allowance for cost associated with personal cell phone.

26 School Event Passes

26.1 Passes shall be made available to administrators. These passes shall be valid for all local school events and will admit the holder and his/her immediate family and shall be non-transferable. This shall not apply to special fund raising activities.

27 Calendar

27.1 The Board will consult with COPA or their representatives before they adopt a school calendar for the next school year. A copy of the calendar will be included in the contract and any variations shall be handled in a similar manner.

28 Sick Leave

28.1 Each administrator will be granted one (1) day of sick leave for each month employed each year. The days will be granted at the beginning of each school year. Unused sick leave will accumulate to a total of one hundred twenty (120) days.

28.2 Sick leave may be used for personal accidental injury, illness or pregnancy or accidental injury or illness of the administrator's immediate family. "Immediate family" shall include spouse, mother, father, children, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, aunts, uncles, grandparents and grandchildren of employee or employee's spouse. Immediate family shall also include a person living in the administrator's home who is part of the family.

28.3 In case of extended illness or disability, after all accumulated sick leave has been exhausted, an administrator absent from his or her duties due to personal injury, illness or pregnancy may request Sick Leave Sharing as outlined in Board Policy. ~~shall receive for a period not to exceed twenty (20) days his or her full contract salary less the amount:~~

~~a. Actually paid a certified substitute for his or her position if a certified substitute is hired: or~~

~~b. Normally paid a certified substitute for his or her position if a certified substitute is not hired.~~

28.4 After this time, an administrator will be placed on leave without pay until the end of the contract period, or until the administrator recovers sufficiently to perform regular duties and returns to work. When an administrator is placed on an unpaid leave of absence due to illness, provisions shall be made whereby the administrator can arrange payment for professional organization dues and insurance programs if there is no conflict with the provisions of the insurance policies.

28.5 Upon retirement or leaving the school district, administrators will be paid $20.00 per day for unused sick leave accumulated while employed at Chickasha Public Schools, if the administrator notifies the district by ~~April~~ May 25th or his/her plan to leave the district. If notification is received after ~~April~~ May 25th, $10.00 per day for unused sick leave accumulated while employed at Chickasha Public Schools will be paid to that administrator.

28.6 Days earned from another school district will be used first before days earned in Chickasha Public Schools.

29 Professional Leave

29.1 ~~One day of~~ Requests for professional leave shall be granted to each administrator per year ~~cumulative to three (3),~~ to be used for the purpose of visiting another school or attending a workshop that the superintendent or his/her designee has determined would benefit the administrator's instructional program. Such leave must be requested at least three (3) school days in advance and be approved by the superintendent or his/her designee. Unless previously excused by the administration, administrators granted professional leave must provide to the superintendent or his/her designee, within three (3) days of returning to school, verification of attendance at the approved out-of-school visit or workshop. Failure to provide such verification within three (3) days of return to school could result in forfeiture of all accumulated professional leave.

30 Emergency Leave

30.1 Each administrator will be granted ~~three (3)~~ five (5) days paid emergency leave each school year. Emergency leave may be taken upon the approval of the superintendent or his/her designee for emergency situations such as, but not limited to:

30.1.1 Incidents or circumstances which result in significant damage by unexpected acts or forces.

30.1.2 Illness or injury presenting a substantial likelihood of loss of life limb, or significant bodily harm to members of the certified employee's immediate family as defined in "Sick Leave".

30.1.3 Inclement weather.

30.1.4 If a request for emergency leave is denied the administrator may ask for the decision to be reviewed by the superintendent.

31 Bereavement Leave

31.1 Each administrator will be granted bereavement leave in each instance of the death of a member of the administrator's ~~immediate family~~ relatives: spouse, child, mother, father, bother, sister, aunt, uncle, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, step child, parent, step parent, sibling, grandchild, or grandparent of the employee or the employee's spouse or a person living in the employee's home who is part of the family. Bereavement leave must be approved by the employee's supervisor. Bereavement leave is not cumulative, and employees shall not be compensated for such leave if not used.

Within the State **4 school days**

Outside the State **6 school days**

May use 1 day for someone outside the family.

10 days - spouse/immediate children

~~**32.1** One of these days granted must be the day the burial service is held. These days will be in addition to days allowed in the Sick Leave Policy.~~

~~**32.2** Administrators may use one day of bereavement leave each year to attend funeral services of a person who is not a family member but attendance is justified by the administrator.~~

~~**32.3** In the case of a loss of a child, if all sick leave has been exhausted, the parent will be allowed ten bereavement days for that death.~~

32 Personal Business Leave

32.1 The Board shall provide three (3) days personal leave to each administrative employee each year. Personal business leave may be used for personal business matters, such as: personal legal, household and/or

business that must be conducted during normal school hours. Except in cases of emergency, personal business leave shall not be the first or last week of school, immediately preceding or following a holiday period, or during nine weeks or semester exams.

32.2 Unused personal business leave will be transferred to sick leave at the end of each school year. The explanation area on the Leave Request form has been modified to include an explanation of the reason for the personal business leave. The purpose of this is to aid the superintendent in categorizing the leave being requested. Leave request form see appendix

33 Legal Leave

33.1 Administrators employed by Chickasha Public Schools shall be granted leave for jury duty or for service as a witness subpoenaed in a criminal, civil or juvenile proceeding and shall pay the administrator during such service the full contract salary.

~~**34.1** Any money paid to the administrator for jury duty, excluding mileage may be required to be paid to the District by the administrator. However, this payment to the District will not be required to be paid to the District if upon completion of his/her legal responsibilities for the day, the administrator contacts his/her superintendent and is advised that his/her services are not needed for the remainder of the day.~~

33.2 A building administrator required to make a school related court appearance during the summer outside the days of their regular contract will be allowed to deduct that time from their contracted days during the succeeding contract year. The court appearance should be pre-approved by the superintendent in order for replacement time to occur. A copy of the subpoena will be turned into the superintendent. The replacement time must be mutually approved by the immediate supervisor and shouldn't be taken on days that students are in regular school session.

34 Parental Leave

34.1 Upon approval by the Board of Education, administrators shall be granted an unpaid leave of absence of up to twelve (12) weeks for the purpose of child care or child rearing. While on parental leave, other leave allowances will not accrue or diminish. Provisions may be made whereby the administrator on parental leave may arrange payments of professional organization dues and insurance program premiums as long as there is no conflict in the provisions of the insurance policy.

34.2 Notification of return from parental leave shall be filed with the superintendent on or before April 1. Any administrator who fails to file a notification of return terminates his/her affiliation with the Board of Education at the expiration of his/her leave of absence. Administrators returning from parental leave shall be assigned to the school and/or department from which his/her leave of absence was granted, if an appropriate vacancy exists.

34.3 Administrators returning from parental leave will be reinstated at the appropriate position on the salary schedule and at the same status of tenure that he/she qualified for at the time the leave began. This leave will run concurrent with the Family Medical Leave Act if it is Family Medical Leave applicable.

35 Military Leave

35.1 The Board agrees to abide by current State and Federal laws dealing with leave for military personnel.

36 Notification Of Leave Accumulation

36.1 Leave accumulation can be found on the district's employee portal. The Board agrees to include the number of accumulated leave days as of July 1, of that year as a part of the administrator's individual contract.

37 Grievance Procedure

37.1 Definitions

37.1.1 A "grievance" is a complaint by an administrator that there has been a violation, misinterpretation, or misapplication of the provisions of this agreement.

37.1.2 The term "grievant" shall mean the person or persons making the complaint.

37.1.3 The term "days" shall mean working days of the administrator. Outside of the contract year of the administrator, "days" shall mean the working days of the supervisor involved at the level that the grievance is being processed.

37.1.4 Parties in interest: A "party in interest" is the person or persons making the complaint, any person required to take action on the complaint or any person against whom an action might be taken to resolve the complaint.

37.2 Procedure for Informal Resolution

37.2.1 An administrator with a grievance may first discuss it individually with the immediate supervisor within fifteen (15) days of the alleged violation, indicating the article and section alleged to be violated, with the objective of resolving the matter informally. No written record will be made. The administrator and/or the immediate supervisor may have a representative present at this meeting, if they so desire.

37.2.2 Any administrator who does not wish to utilize the informal resolution procedure or whose grievance was not resolved in the informal discussion may file a written grievance with his/her immediate supervisor within fifteen (15) days of the alleged violation or within fifteen (15) days after the informal discussion of the alleged violation.

37.3 Procedure for Formal Resolution

37.3.1 Level I

37.3.1.1 The grievant shall submit a written grievance to his/her immediate supervisor within fifteen (15) days of the alleged violation with the citation of the specific article, section, and paragraph of this agreement alleged to have been violated and the specific remedy sought.

37.3.1.2 The immediate supervisor shall schedule and hold a meeting within five (5) days after receipt of the written grievance. Persons present at this meeting will be the grievant, and if the grievant so desires, a representative of his/her own choosing, and the immediate supervisor, and if the immediate supervisor so desires, a person of his/her own choosing.

37.3.1.3 The immediate supervisor will transmit his/her written decision with written reason within five (5) days after the Level I meeting to the grievant.

37.3.2 Level II

37.3.2.1 If the grievant is not satisfied with the Level I decision, he/she may submit a written appeal of the grievance to the superintendent within five (5) days after receipt of the Level I decision. A copy of the original grievance and the Level I response shall be filed with the appeal.

37.3.2.2 The superintendent, or his/her designee, who shall act as a hearing officer, shall schedule a hearing within five (5) days after the receipt of the appeal. Persons present at this hearing shall be the grievant, a representative of his/her choosing and witnesses.

37.3.2.3 The superintendent or his/her designee shall be free to admit any testimony, evidence, or exhibits deemed relevant in order to build as complete a record as necessary before rendering a decision.

37.3.2.4 The superintendent or his/her designee shall limit his/her decision to the facts as presented by the parties in interest and the impact on, or conflict with this agreement.

37.3.2.5 Within five (5) days after the hearing, the superintendent or his/her designee shall transmit his/her decision in writing with written reasons therefore to the grievant and the grievant's immediate supervisor.

37.3.3 Level III

37.3.3.1 If the grievant is not satisfied with the decision rendered at Level II, he/she may submit a written appeal to the Board of Education within five (5) days after the receipt of the Level II decision. The written appeal shall be a specific statement of the basis for the appeal. A copy of the appeal shall be submitted to the person who acted as hearing officer at the Level II hearing.

37.3.3.2 Within five (5) days after submitting the written appeal, the grievant and the hearing officer of the Level II appeal shall each submit to the Board a narrative together with copies of any exhibits or documents introduced at the Level II hearing. Each party shall furnish the other party copies of all materials furnished to the Board as soon as they are available.

37.3.3.3 The Board of Education shall set a Level III hearing on the agenda of a regularly scheduled Board Meeting or may schedule a special meeting for the purpose of hearing the appeal if a regular meeting is not scheduled to be held

37.3.4 General Provisions

37.3.4.1 within a reasonable time after the receipt of the appeal and supporting materials. Persons present at the hearing will be the grievant and if the grievant so desires, a representative of his/her own choosing and witnesses for the grievant, the grievant's immediate supervisor, and a representative of his/her own choosing.

37.3.4.2 If the Association is not the representative of the grievant, the Association representative shall have the right to be present at the hearing and shall be permitted to present the Association's views with respect to the grievance prior to the conclusion of the hearing.

37.3.4.3 At the conclusion of the hearing, the Board shall give its decisions by vote of the members present and shall transmit its decision in writing to the grievant, the immediate supervisor, and the Association within five days. If the meetings and hearings involving the grievance procedure are held during the administrator's regular hours of assignment, all persons who are eligible to participate in the meeting or hearing will be released from his/her duties for that time and will not suffer loss of time or pay.

37.3.4.4 The Association may file and/or process grievances only on those items that deal directly with the Association as an organization and not on those items that deal with the individual teacher. Grievances, if properly filed by the Association, will be filed at Level I. The Association reserves the right to file a grievance as an Association regarding a violation of the Contract.

37.3.4.5 No reprisals of any kind will be taken by any party in interest because of his/her participation in any grievance procedure.

37.3.4.6 If the time limits are not met, the grievant shall have the right to appeal the complaint to the next level.

38 Evaluation Policy Statement

38.1 The true purpose of evaluation is the improvement of instructional leadership. The evaluation procedure is to determine areas of strengths and weaknesses and for employment decisions.

39 Evaluation Procedure

~~39.1~~ All criteria associated with the McREL Evaluation System will be implemented as the evaluation procedure of Chickasha Public School Principals and Assistant Principals. ~~beginning with the 2012- 2013 school terms.~~

40 Retirement Contribution

40.1 The District agrees to pay seven (7) percent of the administrator's contract salary to the Teacher's Retirement System.

41 Hospitalization Insurance

41.1 Administrative employees will be entitled to the same hospitalization insurance benefits that the certified personnel receive. In addition, an extra $170.87 per month will be provided. This amount is above the flex benefit amount. If the administrator does not take the insurance then he/she will receive the $170.87 per month as salary.

42 Terms Of Agreement/Signatures

42.1 This agreement shall take effect upon ratification and signing by the presidents of the respective parties and will be in full force and effect through 12:00 midnight June 30, **2023.** However, the provisions contained in this agreement will be in force retroactively to 12:01 a.m. July **1, 2022.** Either party may commence negotiations for the terms of a successor agreement by written notification to the other party. If no notification is tendered prior to the expiration date set forth above, then all terms and conditions contained herein will be renewed for a period of one year from the expiration date shown. This agreement will be automatically renewed on a year-to-year basis thereafter unless either party submits notification that they desire to begin negotiations for the terms of a successor agreement.

In witness hereof the Board has caused this agreement to be signed by its President and COPA has caused this agreement to be signed by its President.

SCHOOL DISTRICT: **COPA:**

_____ _____

Board President **Date** **COPA President** **Date**

Appendix A Pay Scale

Site Administrator Salary Scale 2022-2023

	High School Principal	Secondary Asst. Principal	Middle School Principal	Elementary Principal	Elementary Asst. Principal
STEPS	220	196	210	200	194
1	$68,575.00	$59,675.00	$65,375.00	$62,090.00	$57,075.00
2	$69,375.00	$60,475.00	$66,175.00	$62,890.00	$57,875.00
3	$70,175.00	$61,275.00	$66,975.00	$63,690.00	$58,675.00
4	$70,975.00	$62,075.00	$67,775.00	$64,490.00	$59,475.00
5	$71,775.00	$62,875.00	$68,575.00	$65,290.00	$60,275.00
6	$72,875.00	$63,975.00	$69,675.00	$66,390.00	$61,375.00
7	$73,675.00	$64,775.00	$70,475.00	$67,190.00	$62,175.00
8	$74,475.00	$65,575.00	$71,275.00	$67,990.00	$62,975.00
9	$75,275.00	$66,375.00	$72,075.00	$68,790.00	$63,775.00
10	$76,075.00	$67,175.00	$72,875.00	$69,590.00	$64,575.00
11	$76,875.00	$67,975.00	$73,675.00	$70,390.00	$65,375.00
12	$77,675.00	$68,775.00	$74,475.00	$71,190.00	$66,175.00
13	$78,475.00	$69,575.00	$75,275.00	$71,990.00	$66,975.00
14	$79,275.00	$70,375.00	$76,075.00	$72,790.00	$67,775.00
15	$80,075.00	$71,175.00	$76,875.00	$73,590.00	$68,575.00
16	$80,875.00	$71,975.00	$77,675.00	$74,390.00	$69,375.00
17	$81,675.00	$72,775.00	$78,475.00	$75,190.00	$70,175.00
18	$82,475.00	$73,575.00	$79,275.00	$75,990.00	$70,975.00
19	$83,275.00	$74,375.00	$80,075.00	$76,790.00	$71,775.00
20	$84,075.00	$75,175.00	$80,875.00	$77,590.00	$72,575.00
21	$85,075.00	$76,175.00	$81,875.00	$78,590.00	$73,575.00
22	$85,875.00	$76,975.00	$82,675.00	$79,390.00	$74,375.00
23	$86,675.00	$77,775.00	$83,475.00	$80,190.00	$75,175.00
24	$87,475.00	$78,575.00	$84,275.00	$80,990.00	$75,975.00
25	$88,275.00	$79,375.00	$85,075.00	$81,790.00	$76,775.00
26	$89,075.00	$80,175.00	$85,875.00	$82,590.00	$77,575.00
27	$89,875.00	$80,975.00	$86,675.00	$83,390.00	$78,375.00
28	$90,675.00	$81,775.00	$87,475.00	$84,190.00	$79,175.00

Appendix B Leave Request

Administrative Office Absentee Form

Employee Name: _____

:

Type of Absence Requested:

☐ Sick ☐ Vacation ☐ Personal ☐ Professional

☐ Emergency ☐ Bereavement

Reason for Absence _____ _____

_____ _____

Employee's Signature *Administrator's Signature*

Appendix D Procedural Agreement

PROCEDURAL AGREEMENT

Between

Chickasha Board of Education and Chickasha Organization of Professional Administrators

I. PURPOSE

The Board of Education of the Chickasha Public Schools and the Chickasha Organization of Professional Administrators recognize the need for an orderly process of communication of administering employer/employee relations which conforms to Oklahoma Statutes, Title 70-509.1 et seq.

RECOGNITION

This Agreement is made and entered into by and between the Chickasha Organization of Professional Administrators, hereinafter termed the "Organization", and the Board of Education of the Chickasha Public Schools, hereinafter termed the "Board".

The Board hereby recognizes the Organization as the exclusive representative for the bargaining unit consisting of all employees who are employed and certified as principals and assistant principals and who have responsibilities for the supervision of classroom teachers of the Chickasha Public Schools. The Board agrees not to bargain with any individual member of the bargaining unit for the duration of this Agreement. Further, no individual member of the bargaining unit shall negotiate with the Board except through their duly recognized bargaining representative.

The Board and/or the Organization shall not discriminate against any person regardless of membership or non-membership in the Organization or for participation or non-participation in any phase of the bargaining process.

SCOPE OF BARGAINING

The Board and the Organization agree to negotiate in good faith on wages, hours, fringe benefits, and other terms and conditions of employment.

The Board retains and reserves unto itself, without limitations, all powers, rights, and authority conferred upon and vested in it by State and Federal law, including the right to make policy and rules, and regulations.

The Board and Organization agree that no negotiations will occur on any duty or responsibility reserved to the Board by statute or applicable court decision. This includes the function and program s of the district, the establishment of the district's budget, the organizational structure of the schools and the selection of personnel.

Negotiation may occur on areas or items outside the scope of wages, hours, fringe benefits, and other terms and conditions of employment upon mutual agreement of the parties.

NEGOTIATIONS PROCEDURES

The Board and the Organization shall each designate the names of not more than six (6) persons who shall serve as their respective representatives for negotiations pursuant to the provisions of this Agreement. Each party shall also designate the person on its team who will serve as spokesperson. Alternates may be designated; however, alternates will attend meetings only when serving in the place of a regular team member or by mutual agreement of the parties.

OPENING NEGOTIATIONS

By the May Board meeting of each ensuing year, either the Organization or the Board shall submit a written request for negotiations to commence to the other party if they desire there to be negotiation for that year. If no such request is made, negotiations will not take place for the ensuing year.

The first negotiations session shall occur on a mutually agreeable date no later than sixty (60) days after the written request is presented unless another date is mutually agreed upon by both parties.

Both parties should submit proposals for negotiations at the first session. Additional proposals to cover unforeseen situations may be submitted after the first session by mutual agreement.

NEGOTIATION SESSIONS

Negotiations will be conducted between the representatives of the parties and only in regular negotiations sessions at the time, dates and places mutually agreed upon by the parties. Scheduling of subsequent sessions will be made prior to the close of each current negotiation session. Such scheduling will reflect times and places mutually acceptable to the spokesperson of the respective parties.

No recordings or official transcripts shall be kept without mutual agreement of the parties. Other meeting ground rules shall be set by mutual agreement at the table. During meeting each party is free to caucus at any time. Bargaining will be conducted in closed sessions.

TENTATIVE AGREEMENT

Both parties agree it is their mutual responsibility to empower their respective representatives with the necessary authority to make proposals, to consider proposals and counter proposals in the course of negotiations, and to reach tentative agreements subject to ratification by the Board and the Organization.

When tentative agreement is reached on any item, it shall be reached on all items, the package of agreements shall be submitted first to the membership of the Organization for ratification and then to the Board for ratification.

Parties recognize that it its their responsibility to provide rationale for any items upon which they can't reach agreement.

IMPASSE

If negotiations are not successfully concluded by the first day of school, an impasse shall exist. At an earlier time following its initial negotiation, either party may declare an impasse, or by mutual agreement of the parties, the date declaring impasse may be extended beyond the first day of school.

Within two (2) days of such declaration, the Parties may, by mutual agreement, request the services of the Federal Mediation and Conciliation Service.

If the mediation process has been utilized and has failed to bring about agreement on all item, or if the mediation process was not utilized, the unresolved items shall be submitted to fact finding as follow:

A. Fact finding committee consisting of three members shall be formed. One member shall be selected by the Organization and one member shall be selected by the Board, within five (5) days of the declaration of impasse or the conclusion of an unsuccessful mediation. These two members will notify the State Superintendent of Public Instruction that a fact-finder is needed. The State Superintendent of Public Instruction (or designee) shall provide a list of five (5) potential fact-finders to the parties. If the representative of the Board and the representative of the Organization cannot agree upon a name, then there shall be a coin toss. The winner of the toss shall decide whether to strike a name first or to have the loser of the toss strike a name first from the list. The two representatives of the parties shall then continue alternately striking a name from the list until only one name remains. That person shall then be named to serve as chairperson of the fact-finding committee.

   Within five (5) days after the selection of the chairperson, the representatives of the parties shall meet to exchange written language of each item at impasse. The exchanged document shall be furnished to the chairperson and other members of the committee. Each item being submitted to fact finding shall show the last position taken by each negotiation team.

   The cost for the services of the fact finding committee, including the per diem expenses, if any, and actual and necessary travel expenses shall be shared in the following manner: the Board shall assume the expenses of the representative selected by the Board, the Organization shall assume the expenses of the representative selected by the Organization, and the expenses of the third member shall be shared equally by the Board and the Organization.

   The fact-finding committee shall have the authority to establish procedural rules, conduct investigations, and hold hearing s during which each party to the dispute shall be given the opportunity to present its case with supporting evidence.

   The chairperson shall convene the committee for fact finding. The committee shall meet with representatives of both parties and within twenty (20) days after the fact-finding hearing, shall present its written

recommendations to the Board and the Organization. The report shall set forth finding of fact and recommendations on the issues submitted.

If either party decides it must reject on or more of the committee's recommendations, said party must, within seven (7) days after the committee has presented its recommendations, request a meeting of the representatives who have been negotiating for the Board and the Organization. The parties shall meet within seven (7) days of the request, unless both parties deem it unnecessary. At such meeting, the parties shall exchange written statements expressing each party's rationale for rejecting each recommendation found unacceptable and shall attempt to clarify any remaining differences; The representatives shall then resume a good faith effort to resolve the remining differences; provided, after fourteen (14) days after the exchange of written statements as provided for by this action, either party may discontinue such effort.

The local board shall file a copy of the fact-finding report with the office of the State Superintendent of Public Instruction. If the effort to resolve differences is successful, the parties shall draft a written agreement and present the agreement to both parties for ratification and such agreement shall also be forwarded to the State Superintendent of Public Instruction. If the effort to resolve differences is unsuccessful the local board of education shall forward to the State Superintendent of Public Instruction in writing its final disposition of the negotiations impasse process within thirty (30) days of the effective date of implementation. A copy of this report shall be provided to the Organization at the same time it is forwarded to the State Superintendent.

The procedure provided herein for resolving impasses shall be the exclusive recourse of the Organization.

It shall be illegal for the Organization to strike or threaten to strike as a means of resolving differences with the Board. Any member of the Organization engaging in a strike shall be denied the full amount of his/her wages during the period of such violation. If the Organization or its members engage in a strike, then the Organization shall cease to be recognized as representative of the unit and the school district shall be relieved of the duty to negotiate with such organization or its representatives, as prescribed and outline in Oklahoma Statutes 70.509.8

SAVINGS CLAUSE

The Board and the Organization agree to abide by all applicable statutes, rules and regulations, and decisions of courts of competent jurisdiction. Should any part of this Agreement be affected or declared illegal by Oklahoma statutes, court of competent jurisdiction, or the Attorney General, said part shall automatically deleted from this agreement to the extent that it is affected, or violated the law.

The remaining provisions shall remain in full force and effect for the duration of the Agreement.

Negotiation shall commence within thirty (30) days for the purpose of arriving at a legally permissible replacement of the deleted part.

DURATION OF AGREEMENT

This Agreement shall become effective upon ratification by the Board and the Organization. The Agreement shall be effective for the period of one (1) fiscal year and shall be renewed automatically without modification unless the parties negotiate to modify, amend or terminate this agreement. Notice shall be given in writing, between January 1 and March 1 of any year, by either party, if the party desires to modify or amend this Agreement.

In the event that the Organization disbands or otherwise ceases to be the recognized bargaining agent, this agreement shall be null and void on the date of such disbanding or cessation of representation.

ADOPTED: July 11, 2022

PRESIDENT OF THE BOARD

ITEM OF CONSIDERATION
Board of Education
September 12, 2022

TOPIC: Schedule Y from estimate of need for millage requirements

ADMINISTRATIVE RECOMMENDATION: Accept schedule Y

RATIONALE FOR RECOMMENDATION: The district is using the School District Budget Act to determine budgets and allocations. However, the district still needs to complete the Schedule Y of the Estimate of Needs to determine Millage requirements.

FINANCIAL IMPACT AND FUNDING: N/A

OPTIONS:
1.Approve
2.Not Approve
3. Table

CONTACT PERSON: ***Jennifer Stegman 405-222-6500 ext 1001*** and Mr. Croslin Superintendent of Chickasha Public Schools

*Forms are due to the Superintendent's Office by ***Tuesday,*** the week **before** the Board Meeting

School District
2022-2023 Estimate of Needs
and
Financial Statement of the Fiscal Year 2021-2022

Board of Education of Chickasha Public Schools
District No. I-1
County of Grady
State of Oklahoma

To the Excise Board of said County and State, Greetings:

Pursuant to the requirements of 68 O. S. 2001 Section 3002, we submit herewith, for your consideration the within statement of the financial condition of the Board of Education of Chickasha Public Schools, District No. I-1, County of Grady, State of Oklahoma for the fiscal year beginning July 1, 2022, and ending June 30, 2023, together with an itemized statement of the estimated Income and Probable Needs of said School District for the ensuing fiscal year. We have separately prepared, executed and submit Financial Statements for the Fiscal Year so terminated, and Estimate of Requirements for the ensuing Fiscal Year, for such Sinking Fund, if any, as pertains to this District for the Bond, Coupon, and Judgment indebtedness, if any, outstanding and unpaid as of June 30, 2023, and also for the Sinking Fund of any disorganized District whose area or the major portion thereof is now embraced within the boundaries of this District; and this Certificate is as applicable thereto as if fully embodied therein. The same have been prepared in conformity with Statute.

Two copies of this Financial Statement and Estimate of Needs should be filed with the County Clerk not later than September 30 for all School Districts. One complete signed copy must be sent to the State Auditor and Inspector, 2300 N. Lincoln Blvd Room 100, Oklahoma City, OK 73105-4801 and one copy will be retained by the County Clerk. If publication may not be had by date required for filing, affidavit and proof of publication are required to be attached within five days after date of filing.

Prepared by: Angel, Johnston, & Blasingame, P.C.

Submitted to the Grady County Excise Board

This _____ Day of _____, 2022

School Board Member's Signatures

Chairman:	_____	Clerk:	_____
Member:	_____	Member:	_____
Member:	_____	Member:	_____
Member:	_____	Member:	_____
Member:	_____	Member:	_____
Treasurer	_____		

Affidavit of Publication

State of Oklahoma, County of Grady

I, _____, the undersigned duly qualified and acting Clerk of the Board of Education of Chickasha Public Schools, School District No. I-1, County and State aforesaid, being first duly sworn according to law, hereby depose and say:

1. That I complied with 68 O. S. 2001 Section 3002, (both independent and dependent) by having the within Financial Statement and Estimate of Needs which was prepared at the time and in the manner provided by law, published as required by law, in a legally-qualified newspaper of general circulation in the district, there being no legally-qualified newspaper published in the school district, as evidenced by a copy of such published statement and estimate together with proof of publication thereof attached hereto marked Exhibit No. 1 and made a part hereof (strike inapplicable phrases).

2. That I complied with currently effective statutes, by having the Notice of Emergency Levy Election and the call for such Election on the date hereinbefore certified by the Governing Board, the Itemized Statements and the Itemized Estimate of the amount necessary for the ensuing fiscal year requiring such emergency levy for the current expense purposes as prepared by the Board of Education duly published or posted, as the case may be, in full compliance with law for this class of school district, and as provided by law duly made public in the manner and at the time provided by law, for this class of district and in all respects according to law, in relation to said election on such emergency levy as hereinbefore certified by said Governing Board.

3. That I complied with the statute by having published or posted (if required for this class of district) the notice of local support levy election, and the call for such election on the date hereinbefore certified by the Board of Education. That the Estimate of Needs as prepared by the Board of Education required such local support levy in addition to other tax levies, to fully meet the current expense purposes of the school district for the ensuing year.

4. That in conformity to resolution by said Board of Education, I caused Notice of Building Fund Levy Election under the provisions of Article 10, Section 10, Oklahoma Constitution, and the Call of such Election on the date hereinbefore certified by the Governing Board, together with Itemized Statements and an Estimate of the amount necessary for the ensuing fiscal year requiring such levy for the purpose of erecting, remodeling or repairing school buildings, and for purchasing school furniture, in said District, published or posted to contain such Notice and Call, fixing the number of voting places and particularly describing each and every such place or places, and fixing the day on which such election should be had after the expiration of such notice, duly published or posted as is required by law for this class of district.

_____
Clerk, Board of Education

Subscribed and sworn to before me this _____ day of _____ , 2022.

_____ _____
Notary Public My Commission Expires

_____
Secretary and Clerk of Excise Board
Grady County, Oklahoma

Independent Accountant's Compilation Report

To the Board of Education
Chickasha Public Schools
District No. I-1, Grady County

Management is responsible for the accompanying 2021-2022 prescribed financial statements as of and for the fiscal year ended June 30, 2022, and the 2022-2023 Estimate of Needs (SA&I Form 2661R06) and Publication Sheet (SA&I Form 2662R06) for District No. I-1, Grady County, included in the accompanying prescribed form. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the prescribed financial statements, estimate of needs and publication sheet, nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any assurance on these prescribed financial statements.

The prescribed financial statements, estimate of needs and publication sheet forms are presented in accordance with the requirements prescribed by the Office of the Oklahoma State Auditor and Inspector per 68 OS § 3003.B., as defined by rules promulgated by the Oklahoma State Department of Education per 70 OS § 5-134.1.D., and are not intended to be a complete presentation of the School's assets and liabilities. As a result, the prescribed financial statements, estimate of needs and publication sheet forms may not be suitable for another purpose.

This report is intended solely for the information and use of the Oklahoma State Department of Education, the School District, Grady County Excise Board, and for filing with the State Auditor and Inspector and is not intended to be and should not be used by anyone other than these specified parties.

Angel, Johnston & Blasingame, P.C.

Angel, Johnston, & Blasingame, P.C.
Chickasha, OK

August 22, 2022

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SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2021 TO JUNE 30, 2022
ESTIMATE OF NEEDS FOR 2022-2023

EXHIBIT "E"

Schedule 1: Detail of Bond and Coupon Indebtedness as of June 30, 2022 - Not Affecting Homesteads (New)						
PURPOSE OF BOND ISSUE:						2020 General Obligation Bond
Date Of Issue						7/1/2020
Date Of Sale By Delivery						7/1/2020
HOW AND WHEN BONDS MATURE:						
Uniform Maturities:						
Date Maturity Begins						7/1/2022
Amount Of Each Uniform Maturity						$ 2,507,500.00
Final Maturity Otherwise:						
Date of Final Maturity						7/1/2023
Amount of Final Maturity						$ 2,645,000.00
AMOUNT OF ORIGINAL ISSUE						$ 5,015,000.00
Cancelled, In Judgement Or Delayed For Final Levy Year						$ 0.00
Basis of Accruals Contemplated on Net Collections or Better in Anticipation:						
Bond Issues Accruing By Tax Levy						$ 5,015,000.00
Years To Run						2
Normal Annual Accrual						$ 2,645,000.00
Tax Years Run						1
Accrual Liability To Date						$ 2,370,000.00
Deductions From Total Accruals:						
Bonds Paid Prior To 6-30-2021						$ 0.00
Bonds Paid During 2021-2022						$ 0.00
Matured Bonds Unpaid						$ 0.00
Balance Of Accrual Liability						$ 2,370,000.00
TOTAL BONDS OUTSTANDING 6-30-2022:						
Matured						$ 0.00
Unmatured						$ 5,015,000.00
Coupon Computation:	Coupon Date	Unmatured Amount	% Int.	Months	Interest Amount	
Bonds and Coupons				Mo.	$ 0.00	
Bonds and Coupons				Mo.	$ 0.00	
Bonds and Coupons	7/1/2023	$ 2,645,000.00	0.750%	12 Mo.	$ 19,837.50	
Bonds and Coupons				Mo.	$ 0.00	
Bonds and Coupons				Mo.	$ 0.00	
Bonds and Coupons				Mo.	$ 0.00	
Bonds and Coupons				Mo.	$ 0.00	
Bonds and Coupons				Mo.	$ 0.00	
Bonds and Coupons				Mo.	$ 0.00	
Bonds and Coupons				Mo.	$ 0.00	
Requirement for Interest Earnings After Last Tax-Levy Year:						
Terminal Interest To Accrue						$ 0.00
Years To Run						0
Accrue Each Year						$ 0.00
Tax Years Run						0
Total Accrual To Date						$ 0.00
Current Interest Earned Through 2022-2023						$ 19,837.50
Total Interest To Levy For 2022-2023						$ 19,837.50
INTEREST COUPON ACCOUNT:						
Interest Earned But Unpaid 6-30-2021:						
Matured						$ 0.00
Unmatured						$ 0.00
Interest Earnings 2021-2022						$ 91,815.00
Coupons Paid Through 2021-2022						$ 0.00
Interest Earned But Unpaid 6-30-2022:						
Matured						$ 0.00
Unmatured						$ 91,815.00

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2021 TO JUNE 30, 2022
ESTIMATE OF NEEDS FOR 2022-2023

EXHIBIT "E"

Schedule 1: Detail of Bond and Coupon Indebtedness as of June 30, 2022 - Not Affecting Homesteads (New)						
PURPOSE OF BOND ISSUE:						2021 General Obligation Bond
Date Of Issue						3/1/2021
Date Of Sale By Delivery						3/1/2021
HOW AND WHEN BONDS MATURE:						
Uniform Maturities:						
Date Maturity Begins						3/1/2023
Amount Of Each Uniform Maturity						$ 540,000.00
Final Maturity Otherwise:						
Date of Final Maturity						3/1/2027
Amount of Final Maturity						$ 540,000.00
AMOUNT OF ORIGINAL ISSUE						$ 2,700,000.00
Cancelled, In Judgement Or Delayed For Final Levy Year						$ 0.00
Basis of Accruals Contemplated on Net Collections or Better in Anticipation:						
Bond Issues Accruing By Tax Levy						$ 2,700,000.00
Years To Run						5
Normal Annual Accrual						$ 540,000.00
Tax Years Run						1
Accrual Liability To Date						$ 540,000.00
Deductions From Total Accruals:						
Bonds Paid Prior To 6-30-2021						$ 0.00
Bonds Paid During 2021-2022						$ 0.00
Matured Bonds Unpaid						$ 0.00
Balance Of Accrual Liability						$ 540,000.00
TOTAL BONDS OUTSTANDING 6-30-2022:						
Matured						$ 0.00
Unmatured						$ 2,700,000.00
Coupon Computation:	Coupon Date	Unmatured Amount	% Int.	Months	Interest Amount	
Bonds and Coupons				Mo.	$ 0.00	
Bonds and Coupons	3/1/2023	$ 540,000.00	1.000%	8 Mo.	$ 3,600.00	
Bonds and Coupons	3/1/2024	$ 540,000.00	0.500%	12 Mo.	$ 2,700.00	
Bonds and Coupons	3/1/2025	$ 540,000.00	0.500%	12 Mo.	$ 2,700.00	
Bonds and Coupons	3/1/2026	$ 540,000.00	0.625%	12 Mo.	$ 3,375.00	
Bonds and Coupons	3/1/2027	$ 540,000.00	0.750%	12 Mo.	$ 4,050.00	
Bonds and Coupons				Mo.	$ 0.00	
Bonds and Coupons				Mo.	$ 0.00	
Bonds and Coupons				Mo.	$ 0.00	
Bonds and Coupons				Mo.	$ 0.00	
Requirement for Interest Earnings After Last Tax-Levy Year:						
Terminal Interest To Accrue						$ 2,700.00
Years To Run						5
Accrue Each Year						$ 540.00
Tax Years Run						1
Total Accrual To Date						$ 540.00
Current Interest Earned Through 2022-2023						$ 16,425.00
Total Interest To Levy For 2022-2023						$ 16,965.00
INTEREST COUPON ACCOUNT:						
Interest Earned But Unpaid 6-30-2021:						
Matured						$ 0.00
Unmatured						$ 0.00
Interest Earnings 2021-2022						$ 24,300.00
Coupons Paid Through 2021-2022						$ 18,225.00
Interest Earned But Unpaid 6-30-2022:						
Matured						$ 0.00
Unmatured						$ 6,075.00

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2021 TO JUNE 30, 2022
ESTIMATE OF NEEDS FOR 2022-2023

EXHIBIT "E"

Schedule 1: Detail of Bond and Coupon Indebtedness as of June 30, 2022 - Not Affecting Homesteads (New)						
PURPOSE OF BOND ISSUE:						2018 Building Bonds
Date Of Issue						7/1/2018
Date Of Sale By Delivery						7/1/2018
HOW AND WHEN BONDS MATURE:						
Uniform Maturities:						
Date Maturity Begins						7/1/2020
Amount Of Each Uniform Maturity						$ 2,260,000.00
Final Maturity Otherwise:						
Date of Final Maturity						7/1/2021
Amount of Final Maturity						$ 2,560,000.00
AMOUNT OF ORIGINAL ISSUE						$ 4,820,000.00
Cancelled, In Judgement Or Delayed For Final Levy Year						$ 0.00
Basis of Accruals Contemplated on Net Collections or Better in Anticipation:						
Bond Issues Accruing By Tax Levy						$ 4,820,000.00
Years To Run						2
Normal Annual Accrual						$ 0.00
Tax Years Run						2
Accrual Liability To Date						$ 4,820,000.00
Deductions From Total Accruals:						
Bonds Paid Prior To 6-30-2021						$ 2,260,000.00
Bonds Paid During 2021-2022						$ 2,560,000.00
Matured Bonds Unpaid						$ 0.00
Balance Of Accrual Liability						$ 0.00
TOTAL BONDS OUTSTANDING 6-30-2022:						
Matured						$ 0.00
Unmatured						$ 0.00
Coupon Computation:	Coupon Date	Unmatured Amount	% Int.	Months	Interest Amount	
Bonds and Coupons				Mo.	$ 0.00	
Bonds and Coupons				Mo.	$ 0.00	
Bonds and Coupons				Mo.	$ 0.00	
Bonds and Coupons				Mo.	$ 0.00	
Bonds and Coupons				Mo.	$ 0.00	
Bonds and Coupons				Mo.	$ 0.00	
Bonds and Coupons				Mo.	$ 0.00	
Bonds and Coupons				Mo.	$ 0.00	
Bonds and Coupons				Mo.	$ 0.00	
Bonds and Coupons				Mo.	$ 0.00	
Requirement for Interest Earnings After Last Tax-Levy Year:						
Terminal Interest To Accrue						$ 0.00
Years To Run						0
Accrue Each Year						$ 0.00
Tax Years Run						0
Total Accrual To Date						$ 0.00
Current Interest Earned Through 2022-2023						$ 0.00
Total Interest To Levy For 2022-2023						$ 0.00
INTEREST COUPON ACCOUNT:						
Interest Earned But Unpaid 6-30-2021:						
Matured						$ 0.00
Unmatured						$ 38,400.00
Interest Earnings 2021-2022						$ 0.00
Coupons Paid Through 2021-2022						$ 38,400.00
Interest Earned But Unpaid 6-30-2022:						
Matured						$ 0.00
Unmatured						$ 0.00

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EXHIBIT "E"

Schedule 1: Detail of Bond and Coupon Indebtedness as of June 30, 2022 - Not Affecting Homesteads (New)	
PURPOSE OF BOND ISSUE:	Total All Bonds
HOW AND WHEN BONDS MATURE:	
Uniform Maturities:	
Amount Of Each Uniform Maturity	$ 5,307,500.00
Final Maturity Otherwise:	
Amount of Final Maturity	$ 5,745,000.00
AMOUNT OF ORIGINAL ISSUE	$ 12,535,000.00
Cancelled, In Judgement Or Delayed For Final Levy Year	$ 0.00
Basis of Accruals Contemplated on Net Collections or Better in Anticipation:	
Bond Issues Accruing By Tax Levy	$ 12,535,000.00
Normal Annual Accrual	$ 3,185,000.00
Accrual Liability To Date	$ 7,730,000.00
Deductions From Total Accruals:	
Bonds Paid Prior To 6-30-2021	$ 2,260,000.00
Bonds Paid During 2021-2022	$ 2,560,000.00
Matured Bonds Unpaid	$ 0.00
Balance Of Accrual Liability	$ 2,910,000.00
TOTAL BONDS OUTSTANDING 6-30-2022:	
Matured	$ 0.00
Unmatured	$ 7,715,000.00
Requirement for Interest Earnings After Last Tax-Levy Year:	
Terminal Interest To Accrue	$ 2,700.00
Accrue Each Year	$ 540.00
Total Accrual To Date	$ 540.00
Current Interest Earned Through 2022-2023	$ 36,262.50
Total Interest To Levy For 2022-2023	$ 36,802.50
INTEREST COUPON ACCOUNT:	
Interest Earned But Unpaid 6-30-2021:	
Matured	$ 0.00
Unmatured	$ 38,400.00
Interest Earnings 2021-2022	$ 116,115.00
Coupons Paid Through 2021-2022	$ 56,625.00
Interest Earned But Unpaid 6-30-2022:	
Matured	$ 0.00
Unmatured	$ 97,890.00

EXHIBIT "E"

Schedule 2: Detail of Judgment Indebtedness as of June 30, 2022 - Not Affecting Homesteads (New)					
Judgments For Indebtedness Originally Incurred After January 8, 1937. (New)					
IN FAVOR OF					TOTAL ALL JUDGMENTS
BY WHOM OWNED					
PURPOSE OF JUDGMENT					
Case Number					
NAME OF COURT					
Date of Judgment					
Principal Amount of Judgment	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Interest Rate Assigned by Court	0.00%	0.00%	0.00%	0.00%	
Tax Levies Made	0	0	0	0	
Principal Amount Provided for to June 30, 2021	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Principal Amount Provided for in 2021-2022	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
PRINCIPAL AMOUNT NOT PROVIDED FOR	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
AMOUNT TO PROVIDE BY TAX LEVY FISCAL YEAR 2022-2023					
Principal 1/3	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Interest	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
FOR ALL JUDGMENTS REPORTED					
LEVIED FOR BUT UNPAID JUDGMENT OBLIGATIONS					
OUTSTANDING JUNE 30, 2021					
Principal	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Interest	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
JUDGMENT OBLIGATIONS SINCE LEVIED FOR:					
Principal	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Interest	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
JUDGMENT OBLIGATIONS SINCE PAID:					
Principal	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Interest	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
LEVIED BUT UNPAID JUDGMENT OBLIGATIONS OUTSTANDING JUNE 30, 2022					
Principal	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Interest	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Total	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00

Schedule 3: Prepaid Judgments as of June 30, 2022					
Prepaid Judgments On Indebtedness Originating After January 8, 1937					
NAME OF JUDGMENT					TOTAL ALL PREPAID JUDGMENTS
CASE NUMBER					
NAME OF COURT					
Principal Amount of Judgment	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Tax Levies Made	0	0	0	0	
Unreimbursed Balance At June 30, 2021	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Reimbursement By 2021-2022 Tax Levy	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Annual Accrual On Prepaid Judgments	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Stricken By Court Order	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Asset Balance	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2021 TO JUNE 30, 2022
ESTIMATE OF NEEDS FOR 2022-2023

EXHIBIT "E"

Schedule 4: Sinking Fund Cash Statement		
Revenue Receipts and Disbursements (Fund 41)	SINKING FUND	
	Detail	Extension
Cash on Hand June 30, 2021		$ 2,905,126.73
Investments Since Liquidated	$ 0.00	
COLLECTED AND APPORTIONED:		
Contributions From Other Districts	$ 0.00	
2020 and Prior Ad Valorem Tax	$ 169,381.56	
2021 Ad Valorem Tax	$ 2,670,356.31	
Miscellaneous Receipts	$ 1,661.92	
TOTAL RECEIPTS		$ 2,841,399.79
TOTAL RECEIPTS AND BALANCE		$ 5,746,526.52
DISBURSEMENTS:		
Coupons Paid	$ 56,625.00	
Interest Paid on Past-Due Coupons	$ 0.00	
Bonds Paid	$ 2,560,000.00	
Interest Paid on Past-Due Bonds	$ 0.00	
Commission Paid to Fiscal Agency	$ 0.00	
Judgments Paid	$ 0.00	
Interest Paid on Such Judgments	$ 0.00	
Investments Purchased	$ 0.00	
Judgments Paid Under 62 O.S. 1981, Sect 435	$ 0.00	
TOTAL DISBURSEMENTS		$ 2,616,625.00
CASH BALANCE ON HAND JUNE 30, 2022		$3,129,901.52

Schedule 5: Sinking Fund Balance Sheet		
	SINKING FUND	
	Detail	Extension
Cash Balance on Hand June 30, 2022		$ 3,129,901.52
Legal Investments Properly Maturing	$ 0.00	
Judgments Paid to Recover by Tax Levy	$ 0.00	
TOTAL LIQUID ASSETS		$ 3,129,901.52
DEDUCT MATURED INDEBTEDNESS:		
a. Past-Due Coupons	$ 0.00	
b. Interest Accrued Thereon	$ 0.00	
c. Past-Due Bonds	$ 0.00	
d. Interest Thereon After Last Coupon	$ 0.00	
e. Fiscal Agent Commission On Above	$ 0.00	
f. Judgements and Interest Levied for But Unpaid	$ 0.00	
TOTAL Items a. Through f. (To Extension Column)		$ 0.00
BALANCE OF ASSETS SUBJECT TO ACCRUALS		$ 3,129,901.52
DEDUCT ACCRUAL RESERVES IF ASSETS SUFFICIENT:		
g. Earned Unmatured Interest	$ 97,890.00	
h. Accrual on Final Coupons	$ 540.00	
i. Accrued on Unmatured Bonds	$ 2,910,000.00	
TOTAL Items g. Through i. (To Extension Column)		$ 3,008,430.00
EXCESS OF ASSETS OVER ACCRUAL RESERVES		$ 121,471.52

Schedule 6: Estimate of Sinking Fund Needs		
	SINKING FUND	
	Computed By Governing Board	Provided By Excise Board
Interest Earnings on Bonds	$ 36,802.50	$ 36,802.50
Accrual on Unmatured Bonds	$ 3,185,000.00	$ 3,185,000.00
Annual Accrual on "Prepaid" Judgments	$ 0.00	$ 0.00
Annual Accrual on Unpaid Judgments	$ 0.00	$ 0.00
Interest on Unpaid Judgments	$ 0.00	$ 0.00
Participating Contributions (Annexations):	$ 0.00	$ 0.00
For Credit to School Dist. No.	$ 0.00	$ 0.00
For Credit to School Dist. No.	$ 0.00	$ 0.00
For Credit to School Dist. No.	$ 0.00	$ 0.00
For Credit to School Dist. No.	$ 0.00	$ 0.00
Annual Accrual From Exhibit KK	$ 0.00	$ 0.00
TOTAL SINKING FUND PROVISION	$ 3,221,802.50	$ 3,221,802.50

EXHIBIT "E"

Schedule 7: Ad Valorem Tax Account - Sinking Funds					
ACCOUNTS COVERING THE PERIOD JULY 1, 2021 TO JUNE 30, 2022			24.50 Mills		Amount
Gross Value	$ 0.00	Net Value	$ 116,547,377.00		
Total Proceeds of Levy as Certified				$	2,855,924.68
Additions:				$	0.00
Deductions:				$	0.00
Gross Balance Tax				$	2,855,924.68
Less Reserve for Delinquent Tax				$	135,996.41
Reserve for Protests Pending				$	0.00
Balance Available Tax				$	2,719,928.27
Deduct 2021 Tax Apportioned				$	2,670,356.31
Net Balance 2021 Tax in Process of Collection				**$**	**49,571.96**
Excess Collections				**$**	**0.00**

Schedule 8: Sinking Fund Contributions From Other Districts Due To Boundary Changes			
SCHOOL DISTRICT CONTRIBUTIONS		SINKING FUND	
		Actually Received	Provided For in Budget of Contributing School District
From School District No.		$ 0.00	$ 0.00
From School District No.		$ 0.00	$ 0.00
From School District No.		$ 0.00	$ 0.00
From School District No.		$ 0.00	$ 0.00
From School District No.		$ 0.00	$ 0.00
From School District No.		$ 0.00	$ 0.00
From School District No.		$ 0.00	$ 0.00
From School District No.		$ 0.00	$ 0.00
From School District No.		$ 0.00	$ 0.00
TOTALS		$ 0.00	$ 0.00

EXHIBIT "E"

Schedule 10: Miscellaneous Revenue	2021-22 ACCOUNT
Source	Amount
1000 DISTRICT SOURCES OF REVENUE:	
1200 Tuition & Fees	$ 0.00
1300 EARNINGS ON INVESTMENTS AND BOND SALES	
1310 Interest Earnings	$ 0.00
1320 Dividends on Insurance Policies	$ 0.00
1330 Premium on Bonds Sold	$ 0.00
1340 Accrued Interest on Bond Sales	$ 0.00
1350 Interest on Taxes	$ 0.00
1360 Earnings From Oklahoma Commission on School Funds Management	$ 0.00
1370 Proceeds From Sale of Original Bonds	$ 0.00
1390 Other Earnings on Investments	$ 0.00
TOTAL EARNINGS ON INVESTMENTS AND BOND SALES	$ 0.00
1400 RENTAL, DISPOSALS AND COMMISSIONS	
1410 Rental of School Facilities	$ 0.00
1420 Rental of Property Other Than School Facilities	$ 0.00
1430 Sales of Building and/or Real Estate	$ 0.00
1440 Sales of Equipment, Services and Materials	$ 0.00
1450 Bookstore Revenue	$ 0.00
1460 Commissions	$ 0.00
1470 Shop Revenue	$ 0.00
1490 Other Rental, Disposals and Commissions	$ 0.00
TOTAL RENTAL, DISPOSALS AND COMMISSIONS	$ 0.00
1500 Reimbursements	$ 0.00
1600 Other Local Sources of Revenue	$ 0.00
1700 Child Nutrition Programs	$ 0.00
1800 Athletics	$ 0.00
TOTAL DISTRICT SOURCES OF REVENUE	$ 0.00
2000 INTERMEDIATE SOURCES OF REVENUE:	
2100 County 4 Mill Ad Valorem Tax	$ 0.00
2200 County Apportionment (Mortgage Tax)	$ 0.00
2300 Resale of Property Fund Distribution	$ 0.00
2900 Other Intermediate Sources of Revenue	$ 0.00
TOTAL INTERMEDIATE SOURCES OF REVENUE	$ 0.00
3000 STATE SOURCES OF REVENUE:	
3100 Total Dedicated Revenue	$ 1,651.67
3200 Total State Aid - General Operations - Non-Categorical	$ 0.00
3300 State Aid - Competitive Grants - Categorical	$ 0.00
3400 State - Categorical	$ 0.00
3500 Special Programs	$ 0.00
3600 Other State Sources of Revenue	$ 10.25
3700 Child Nutrition Program	$ 0.00
3800 State Vocational Programs - Multi-Source	$ 0.00
TOTAL STATE SOURCES OF REVENUE	$ 1,661.92
4000 FEDERAL SOURCES OF REVENUE:	$ 0.00
TOTAL FEDERAL SOURCES OF REVENUE	$ 0.00
5000 NON-REVENUE RECEIPTS:	0.00
TOTAL NON-REVENUE RECEIPTS	0.00
GRAND TOTAL	**$ 1,661.92**

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CERTIFICATE OF EXCISE BOARD

State of Oklahoma, County of Grady

We, do further certify that we have examined the statement of estimated needs for the current fiscal year ending June 30, 2022, as certified by the Board of Education of Chickasha Public Schools, District Number I-1 of said County and State, and its financial statement for the preceding year, and in so doing we have diligently performed the duties imposed upon this Excise Board by 68 O. S. 2001 Section 3007, by (1) ascertaining that the financial statements, as to the statistics therein contained, reflect the true fiscal condition at the close of the fiscal year, or caused the same to be corrected so to show; (2) struck from the estimate of needs so submitted any items not authorized by law and reduced to the sum authorized by law any items restricted by statute as to the amount lawfully expendable therefor; (3) supplemented such estimate, after appropriate action, by an estimate of needs prepared by this Excise Board to make provision for mandatory functions based upon statistics authoritatively submitted; (4) computed the total means available to each fund in the manner provided, applying the Governing Board's estimate of revenue to be derived from surplus tax of the immediately preceding year and from sources other than ad valorem tax, or reduced such estimate to not less than the lawfully authorized ratio of the several sums realized from such sources during the preceding fiscal year or to such lesser sum as may reasonably be anticipated under altered law or circumstance and using for such determination the basic collections of the preceding year and the ratios on which distribution or apportionment must be made during the ensuing or current year.

To the several and specific purposes of the estimated needs as certified, we have and do hereby appropriate the surplus balances of cash on hand of the prior year, estimates of income from sources other than ad valorem taxation within the limitation fixed by law, and the proceeds of ad valorem tax levy within the number of mills authorized, either by apportionment by the Legislature, allocation by the excise board or by legal election, all of which appropriations are made in so far as the available surpluses, revenues, and levies will permit, except in that we have also provided that, after deducting items consisting of cash and the revenue from all sources other than the 2022 tax and the proceeds of the 2022 tax levy are in excess of the residue of such appropriations, by a sum included for delinquent tax, computed at 5.0% of such residue. And provided further, if said School District has been ascertained to be a well defined State Aid District, the local budget, as approved and appropriated for, has been applied wholly to its operating accounts.

We further certify that the amount required to be raised from tax, excluding Homesteads, for General Revenue Fund purposes as approved, requires a total ad valorem tax levy of 35.000 Mills. Said levy is within the statutory limit, and if in excess, is within the constitutional limit and has been authorized by a vote of the people of said district, as shown by certificate of the School Board to-wit:

To this District, with valuations shown below, the Excise Board allocated 5.000 Mills, plus 15.000 Mills authorized by the Constitution, plus an emergency levy of 5.000 Mills; plus local support levy of 10.000 Mills; for a total levy for the General Fund of 35.000 Mills.

We further certify that the amount required to be raised for building fund purposes as approved requires a tax levy of 5.000 Mills, and said levy has been certified as authorized by a vote of the people at an election held for that purpose. We further certify that Assessed Values used in computing Mill-vote levies have been applied as certified by the County Assessor.

We further certify that we have examined the within statements of account and estimated needs or requirements of the Governing Board of Chickasha Public Schools, School District No. I-1 of said County and State, in relation to the Sinking Fund or Funds thereof, and after finding the same correct or having caused the same to be corrected pursuant to 68 O. S. 2001 Section 3009, have approved the requirements therefor to fulfill the conditions of Section 26 and 28 of Article 10, Oklahoma Constitution, and have made and certified a tax levy therefor to the extent of the excess of said total requirements over the total of items 2, 3, 6, and 12 of Exhibit Y and any other legal deduction, including a reserve of 5.0% for delinquent taxes.

CERTIFICATE OF EXCISE BOARD
ESTIMATE OF NEEDS FOR 2022-2023

EXHIBIT "Y"					
County Excise Board's Appropriation of Income and Revenue	General Fund	Building Fund	Co-op Fund	Child Nutrition Fund	New Sinking Fund (Exc. Homesteads)
Appropriation Approved and Provision Made	$ 17,552,741.00	$ 1,416,717.74	$ 0.00	$ 0.00	$ 3,221,802.50
Appropriation of Revenues:					
Excess of Assets Over Liabilities	$ 5,728,296.95	$ 851,930.64	$ 0.00	$ 0.00	$ 121,471.52
Unclaimed Protest Tax Refunds	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Miscellaneous Estimated Revenues	$ 7,869,829.07	$ (0.00)	$ 0.00	$ 0.00	None
Est. Value of Surplus Tax in Process	$ 0.00	$ 0.00	$ 0.00	$ 0.00	None
Sinking Fund Contributions	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Surplus Building Fund Cash	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Total Other Than 2022 Tax	$ 13,598,126.02	$ 851,930.64	$ 0.00	$ 0.00	$ 121,471.52
Balance Required	$ 3,954,614.98	$ 564,787.10	$ 0.00	$ 0.00	$ 3,100,330.98
Add Allowance for Delinquency	$ 395,461.50	$ 56,478.71	$ 0.00	$ 0.00	$ 310,033.10
Total Required for 2022 Tax	$ 4,350,076.48	$ 621,265.81	$ 0.00	$ 0.00	$ 3,410,364.08
Rate of Levy Required and Certified	---------	---------	---------	---------	28.05 Mills

We further certify that the net assessed valuation of the Property, subject to ad valorem taxes, after the amount of all Homestead Exemptions have been deducted in the said School District as finally equalized and certified by the Board of Equalization for the current year 2022-2023 is as follows:

VALUATION AND LEVIES EXCLUDING HOMESTEADS					
County		Real	Personal	Public Service	Total
This County	Grady	$ 89,692,754	$ 23,636,237	$ 8,249,446	$ 121,578,437
Joint County		$ 0	$ 0	$ 0	$ 0
Joint County		$ 0	$ 0	$ 0	$ 0
Joint County		$ 0	$ 0	$ 0	$ 0
Joint County		$ 0	$ 0	$ 0	$ 0
Joint County		$ 0	$ 0	$ 0	$ 0
Joint County		$ 0	$ 0	$ 0	$ 0
Joint County		$ 0	$ 0	$ 0	$ 0
Joint County		$ 0	$ 0	$ 0	$ 0
Joint County		$ 0	$ 0	$ 0	$ 0
Joint County		$ 0	$ 0	$ 0	$ 0
Joint County		$ 0	$ 0	$ 0	$ 0
Joint County		$ 0	$ 0	$ 0	$ 0
Total Valuations, All Counties		$ 89,692,754	$ 23,636,237	$ 8,249,446	$ 121,578,437

The assessed valuations herein certified have been used in computing the rates of mill levies and the proceeds thereof appropriated as aforesaid; and that having ascertained as aforesaid, the aggregate amount to be raised by ad valorem taxation, be raised by ad valorem taxation, we thereupon made the above levies therefor as provided by law as follows:

CERTIFICATE OF EXCISE BOARD
ESTIMATE OF NEEDS FOR 2022-2023

EXHIBIT "Y" Continued:	Primary County And All Joint Counties				
Levies Required and Certified:	Valuation And Levies Excluding Homesteads			Total Required For 2022 Tax	
County	General Fund	Building Fund	Total Valuation	General	Building
This County Grady	35.78 Mills	5.11 Mills	$ 121,578,437	$ 4,350,076	$ 621,266
Joint Co.	0.00 Mills	0.00 Mills	$ 0	$ 0	$ 0
Joint Co.	0.00 Mills	0.00 Mills	$ 0	$ 0	$ 0
Joint Co.	0.00 Mills	0.00 Mills	$ 0	$ 0	$ 0
Joint Co.	0.00 Mills	0.00 Mills	$ 0	$ 0	$ 0
Joint Co.	0.00 Mills	0.00 Mills	$ 0	$ 0	$ 0
Joint Co.	0.00 Mills	0.00 Mills	$ 0	$ 0	$ 0
Joint Co.	0.00 Mills	0.00 Mills	$ 0	$ 0	$ 0
Joint Co.	0.00 Mills	0.00 Mills	$ 0	$ 0	$ 0
Joint Co.	0.00 Mills	0.00 Mills	$ 0	$ 0	$ 0
Joint Co.	0.00 Mills	0.00 Mills	$ 0	$ 0	$ 0
Joint Co.	0.00 Mills	0.00 Mills	$ 0	$ 0	$ 0
Joint Co.	0.00 Mills	0.00 Mills	$ 0	$ 0	$ 0
Totals			$ 121,578,437	$ 4,350,076	$ 621,266

Sinking Fund: 28.05 Mills

We do hereby order the above levies to be certified forthwith by the Secretary of this Board to the County Assessor of said County, in order that the County Assessor may immediately extend said levies upon the Tax Rolls for the year 2022 without regard to any protest that may be filed against any levies, as required by 68 O. S. 2001, Section 2869.

Signed at _____, Oklahoma, this _____ day of _____, _____

_____ Excise Board Member

_____ Excise Board Chairman

_____ Excise Board Member

_____ Excise Board Secretary

Joint School District Levy Certification for Chickasha Public Schools I-1

Career Tech District Number _____: General Fund _____

Building Fund _____

State of Oklahoma)
) ss
County of Grady)

I, _____, Grady County Clerk, do hereby certify that the above levies are true and correct for the taxable year 2022.

Witness my hand and seal, on _____, _____ .

_____
Grady County Clerk

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EXHIBIT "Z"

Schedule 1: SUMMARY RECAPITULATION OF SCHOOL COSTS FOR THE FISCAL YEAR ENDING JUNE 30, 2022, AND APPORTIONMENT THEREOF

CLASSIFICATION	ACCUMULATION OF EXPENDITURES AND UNLIQUIDATED COMMITMENTS TO DETERMINE PER CAPITA COSTS					
Expenditures and Reserves	GENERAL REVENUE FUND	CHILD NUTRITION FUND	BUILDING FUND	SINKING FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECT FUNDS
Current Exp. - Educational	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Current Exp. - Transportation	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Current Res. - Educational	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Current Res. - Transportation	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Capital Exp. - Educational	$ 0.00	$ 0.00	$ 0.00	$ 2,616,625.00	$ 0.00	$ 0.00
Capital Exp. - Transportation	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Capital Res. - Educational	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Capital Res. - Transportation	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Interest Paid and Reserved	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTALS	$ 0.00	$ 0.00	$ 0.00	$ 2,616,625.00	$ 0.00	$ 0.00

Enumeration	2,224.69	Average Daily Attendance	2,041.12	Average Daily Haul	1,190.37

Expenditures and Reserves	ENTERPRISE FUNDS	ACTIVITY FUNDS	EXPENDABLE TRUST FUNDS	NON-EXPENDABLE TURST FUNDS	INTERNAL SERVICE FUNDS
Current Expenditures - Educational	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Current Expenditures - Transportation	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Current Reserves - Educational	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Current Reserves - Transportation	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Capital Expenditures - Educational	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Capital Expenditures - Transportation	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Capital Reserves - Educational	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Capital Reserves - Transportation	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Interest Paid and Reserved	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTALS	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00

Per Capita Cost for:	Education	$ 1,281.96	Transportation	$ 0.00

Expenditures and Reserves	TOTAL OF ALL APPLICABLE COSTS 2021-2022	OPERATION COSTS ONLY	TRANSPORTATION COSTS ONLY
Current Expenditures - Educational	$ 0.00	$ 0.00	$ 0.00
Current Expenditures - Transportation	$ 0.00	$ 0.00	$ 0.00
Current Reserves - Educational	$ 0.00	$ 0.00	$ 0.00
Current Reserves - Transportation	$ 0.00	$ 0.00	$ 0.00
Capital Expenditures - Educational	$ 2,616,625.00	$ 2,616,625.00	$ 0.00
Capital Expenditures - Transportation	$ 0.00	$ 0.00	$ 0.00
Capital Reserves - Educational	$ 0.00	$ 0.00	$ 0.00
Capital Reserves - Transportation	$ 0.00	$ 0.00	$ 0.00
Interest Paid and Reserved	$ 0.00	$ 0.00	$ 0.00
TOTALS	$ 2,616,625.00	$ 2,616,625.00	$ 0.00

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ITEM OF CONSIDERATION
Chickasha Public Schools
Board of Education
September 12, 2022

TOPIC:

Deregulation of Chase Rodgers' Plan Period

ADMINISTRATIVE RECOMMENDATION:

Please Approve

RATIONALE FOR RECOMMENDATION:

Chase Rodgers is a Computer teacher at CMS. He coaches 1st period at CMS and 7th period at CHS. Due to the enrollment at CMS he is needed to teach five (5) periods a day. This means Chase does not have a plan period at either site. Chase Rodgers will be compensated for working during his plan period.

FISCAL NOTE:

He will be paid for an additional teaching period.

OPTIONS:

1. Approve deregulation.
2. Not approve deregulation.
3. Request additional information.

CONTACT PERSON:

Pam Ladyman

Implemented: April 2020

CHICKASHA
PUBLIC SCHOOLS
900 West Choctaw Avenue | Chickasha Oklahoma 73018
(405) 222-6500 | (405) 222-6590 Fax | www.chickasha.k12.ok.us

TO: Chickasha Public School Board of Education
FROM: Pam Ladyman, Executive Director of Personnel and Student Services
RE: Deregulation of Chase Rodgers' Plan Period
DATE: September 12, 2022

CPS Board of Education,

Chase Rodgers is a Computer Teacher at Chickasha Middle School. He coaches 1st period at CMS and 7th period at CHS Due to the enrollment at CMS he is needed to teach five (5) periods a day. This means that Chase Rodgers does not receive a plan period. Chase Rodgers will be compensated for working during his plan period.

The Oklahoma State Department of Education no longer requires State Board approval for this deregulation. Local school board approval is required.

Respectfully submitted,

Pam Ladyman

ITEM OF CONSIDERATION
Chickasha Public Schools
Board of Education
September 12, 2022

TOPIC:

Deregulation of Brandon Willis's Plan Period

ADMINISTRATIVE RECOMMENDATION:

Please Approve

RATIONALE FOR RECOMMENDATION:

Brandon Willis is teaching STEM classes and GT pull-out at Grand Elementary. This schedule has Mr. Willis teaching throughout the day instead of receiving a plan period. Mr. Willis will be compensated for working during his plan period.

FISCAL NOTE:

He will be paid for an additional teaching period.

OPTIONS:

1. Approve deregulation.
2. Not approve deregulation. .
3. Request additional information.

CONTACT PERSON:

Pam Ladyman

Implemented: April 2020

CHICKASHA
PUBLIC SCHOOLS
900 West Choctaw Avenue | Chickasha Oklahoma 73018
(405) 222-6500 | (405) 222-6590 Fax | www.chickasha.k12.ok.us

TO: Chickasha Public School Board of Education
FROM: Pam Ladyman, Executive Director of Personnel and Student Services
RE: Deregulation of Brandon Willis's Plan Period
DATE: September 12, 2022

CPS Board of Education,

Brandon Willis is teaching STEM classes and GT pull-out at Grand Elementary. This schedule has Mr. Willis teaching throughout the day instead of receiving a plan period. Mr. Willis will be compensated for working during his plan period.

The Oklahoma State Department of Education no longer requires State Board approval for this deregulation. Local school board approval is required.

Respectfully submitted,

Pam Ladyman

ITEM OF CONSIDERATION
Chickasha Public Schools
Board of Education
September 12, 2022

TOPIC:

Deregulation of Eric Golightly, Jr.'s Plan Period

ADMINISTRATIVE RECOMMENDATION:

Please Approve

RATIONALE FOR RECOMMENDATION:

Eric Golightly, Jr. is a Physical Education teacher at CMS. He coaches 1st period at CMS and 7th period at CHS. Due to the enrollment at CMS he is needed to teach five (5) periods a day. This means EJ does not have a plan period at either site. Mr. Eric Golightly, Jr. will be compensated for working during his plan period.

FISCAL NOTE:

He will be paid for an additional teaching period.

OPTIONS:

1. Approve deregulation.
2. Not approve deregulation.
3. Request additional information.

CONTACT PERSON:

Pam Ladyman

Implemented: April 2020

CHICKASHA
PUBLIC SCHOOLS
900 West Choctaw Avenue | Chickasha Oklahoma 73018
(405) 222-6500 | (405) 222-6590 Fax | www.chickasha.k12.ok.us

TO: Chickasha Public School Board of Education
FROM: Pam Ladyman, Executive Director of Personnel and Student Services
RE: Deregulation of Eric Golightly, Jr.'s Plan Period
DATE: September 12, 2022

CPS Board of Education,

Eric Golightly, Jr. is a Physical Education Teacher at Chickasha Middle School. He coaches 1st period at CMS and 7th period at CHS Due to the enrollment at CMS he is needed to teach five (5) periods a day. This means that Mr. Golightly, Jr. does not receive a plan period. Mr. Golightly, Jr. will be compensated for working during his plan period.

The Oklahoma State Department of Education no longer requires State Board approval for this deregulation. Local school board approval is required.

Respectfully submitted,

Pam Ladyman

ITEM OF CONSIDERATION
Chickasha Public Schools
Board of Education
September 12, 2022

TOPIC:

District Gifted / Talented Committee

ADMINISTRATIVE RECOMMENDATION:

Please Approve this annual requirement

RATIONALE FOR RECOMMENDATION:

For the purpose of meeting the duty of each school district as set forth in Section 1210.307 of Title 70 of the Oklahoma Statutes, each district board of education shall create a local advisory committee for gifted and talented education. The committee shall be appointed September of each school year for two-year terms and shall consist of parents of children identified as gifted and talented and community members who may be but are not required to be parents of students within the district.

FISCAL NOTE:

None.

OPTIONS:

1. Approve the committee.
2. Not approve the committee.
3. Request additional information.

CONTACT PERSON:

Tammy Swinburne
Pam Ladyman

Implemented: April 2020

September 12, 2022

Memo To: Rick Croslin, Superintendent
Chickasha Board of Education

From: Tammy Swinburne, Coordinator of Special Services
Pam Ladyman, Executive Director of Personnel and Student Services

Re: Gifted and Talented Committee

For the purpose of meeting the duty of each school district as set forth in Section 1210.307 of Title 70 of the Oklahoma Statutes, each district board of education shall create a local advisory committee for gifted and talented education. The committee shall be appointed September of each school year for two-year terms and shall consist of parents of children identified as gifted and talented and community members who may be but are not required to be parents of students within the district.

Those recommended for the 2022-23 Chickasha Gifted and Talented Committee pending your approval include:

Parent	Role
Jeremey Alexander	Community / Parent
Sheena Eaton	Parent - Lincoln
Teresa DeLuna	Parent - Grand
Anna McGill	Parent - Grand
Jandi Buckner	Parent / Teacher - BWECC
Lacee Broyles	Parent / Teacher - CMS
Raylee Butler	Counselor - Grand
Julie Young	Teacher - Grand
Jennifer Willis	Teacher - Lincoln
Tawnia Anderson	Librarian/GT - Lincoln
Tori Weber	Principal - CMS
Brandon Willis	Co-Chair, GT at BW, Grand
Michael Voyles	Co-Chair, GT at Chickasha Middle School
Tammy Swinburne	Ex-Officio, Special Services Coordinator
Pam Ladyman	Ex-Officio, Ex. Director of Personnel and Student Services

Board Room, Administration Building
900 W Choctaw Ave
Chickasha, Oklahoma 73018

Regular Meeting of the Board of Education

Monday, August 8, 2022 6:00 PM Central

1. Call Meeting to Order
2. Roll Call

Attendance Taken at 6:03 PM.

Laurie Allen: Present
Christy Clift: Absent
Cara Gerdes: Present
Zack McGill: Absent
Robyn Morse: Present

3. Pledge of Allegiance
4. Public Comment
5. Superintendent's Report

Attendance Update Taken at 6:12 PM.

Christy Clift: Present

Superintendent gave his report.

6. Staff Reports:

- Special Education
- Operations

7. Discussion and possible action regarding Board Policy BH - Sexual Harassment Policy (updated)

Motion to approve Board Policy BH - Sexual Harassment Policy (updated). This motion, made by Christy Clift and seconded by Laurie Allen, passed.

Laurie Allen: Yea
Christy Clift: Yea
Cara Gerdes: Yea
Zack McGill: Absent
Robyn Morse: Yea

Yea: 4, Nay: 0, Absent: 1

8. Discussion and possible action regarding Board Policy BJ - Internet Access & Acceptable use Policy (updated)

DRAFT

Motion to approve Board Policy BJ - Internet Access & Acceptable use Policy (updated). This motion, made by Christy Clift and seconded by Laurie Allen, passed.

Laurie Allen: Yea
Christy Clift: Yea
Cara Gerdes: Yea
Zack McGill: Absent
Robyn Morse: Yea
Yea: 4, Nay: 0, Absent: 1

9. Discussion and possible action regarding Board Policy ED - Grading, Promotion, Retention, and Graduation (updated)

Motion to approve Board Policy ED - Grading, Promotion, Retention, and Graduation (updated). This motion, made by Christy Clift and seconded by Laurie Allen, passed.

Laurie Allen: Yea
Christy Clift: Yea
Cara Gerdes: Yea
Zack McGill: Absent
Robyn Morse: Yea
Yea: 4, Nay: 0, Absent: 1

10. Discussion and possible action regarding Board Policy EB - Admission, Residency, Placement, Transfer, and Withdrawal (updated)

Motion to approve Board Policy EB - Admission, Residency, Placement, Transfer, and Withdrawal (updated). This motion, made by Christy Clift and seconded by Cara Gerdes, passed.

Laurie Allen: Yea
Christy Clift: Yea
Cara Gerdes: Yea
Zack McGill: Absent
Robyn Morse: Yea
Yea: 4, Nay: 0, Absent: 1

11. Discussion and possible action regarding Board Policy DI - Leave (updated)

Motion to approve Board Policy DI - Leave (updated). This motion, made by Christy Clift and seconded by Laurie Allen, passed.

Laurie Allen: Yea
Christy Clift: Yea
Cara Gerdes: Yea
Zack McGill: Absent
Robyn Morse: Yea

DRAFT

Yea: 4, Nay: 0, Absent: 1

12. Discussion and possible action regarding Board Policy EK - Student Discipline, Suspension, & Due Process (updated)

Motion to approve Board Policy EK - Student Discipline, Suspension, & Due Process (updated). This motion, made by Christy Clift and seconded by Laurie Allen, passed.

Laurie Allen: Yea
Christy Clift: Yea
Cara Gerdes: Yea
Zack McGill: Absent
Robyn Morse: Yea
Yea: 4, Nay: 0, Absent: 1

13. Discussion and possible action regarding 2023-2024 Calendar

Motion to approve 2023-2024 Calendar. This motion, made by Laurie Allen and seconded by Christy Clift, passed.

Laurie Allen: Yea
Christy Clift: Yea
Cara Gerdes: Yea
Zack McGill: Absent
Robyn Morse: Yea
Yea: 4, Nay: 0, Absent: 1

14. Discussion and possible action regarding approval of adjunct status for Katherine Cate

Motion to approve adjunct status for Katherine Cate to teach Art at Lincoln Elementary School. This motion, made by Christy Clift and seconded by Laurie Allen, passed.

Laurie Allen: Yea
Christy Clift: Yea
Cara Gerdes: Yea
Zack McGill: Absent
Robyn Morse: Yea
Yea: 4, Nay: 0, Absent: 1

15. Discussion and possible action regarding approval of adjunct status for Shanna Rice

Motion to approve adjunct status for Shanna Rice to teach High School English. This motion, made by Christy Clift and seconded by Laurie Allen, passed.

Laurie Allen: Yea
Christy Clift: Yea
Cara Gerdes: Yea
Zack McGill: Absent

DRAFT

Robyn Morse: Yea

Yea: 4, Nay: 0, Absent: 1

16. Discussion and possible action regarding ACT Determination for the high school College Career-Readiness Assessment

Motion to approve ACT Determination for the high school College Career-Readiness Assessment. This motion, made by Laurie Allen and seconded by Christy Clift, passed.

Laurie Allen: Yea

Christy Clift: Yea

Cara Gerdes: Yea

Zack McGill: Absent

Robyn Morse: Yea

Yea: 4, Nay: 0, Absent: 1

17. Discussion and possible action regarding MOU between Chickasha Association of Support Employees, Chickasha United Teaching Association, and Chickasha Public Schools Board of Education

Motion to approve MOU between Chickasha Association of Support Employees, Chickasha United Teaching Association, and Chickasha Public Schools Board of Education. This motion, made by Christy Clift and seconded by Laurie Allen, passed.

Laurie Allen: Yea

Christy Clift: Yea

Cara Gerdes: Yea

Zack McGill: Absent

Robyn Morse: Yea

Yea: 4, Nay: 0, Absent: 1

18. Discussion and possible action regarding Chickasha Homerun Club Donation

Motion to approve Chickasha Homerun Club Donation. This motion, made by Christy Clift and seconded by Laurie Allen, passed.

Laurie Allen: Yea

Christy Clift: Yea

Cara Gerdes: Yea

Zack McGill: Absent

Robyn Morse: Yea

Yea: 4, Nay: 0, Absent: 1

19. Consent Agenda

Motion to approve Consent Agenda. This motion, made by Christy Clift and seconded by Laurie Allen, passed.

DRAFT

Laurie Allen: Yea
Christy Clift: Yea
Cara Gerdes: Yea
Zack McGill: Absent
Robyn Morse: Yea
Yea: 4, Nay: 0, Absent: 1

19.a. Minutes of the July 11, 2022 regular meeting
19.b. Minutes fo the July 18, 2022 special meeting
19.c. Minutes of the July 27, 2022 special meeting
19.d. Finance Report; 2021-2022

1. General Fund Nos 755-759
2. Building Fund Nos none
3. 2010 Bond #31 none
4. 2021 GO Bond #32 none
5. 2010 A&B Bond #33 none
6. Sinking Fund #41 none
7. Gifts #81 none
8. BJ Clack Nos. none
9. Athletic Fund Nos. 869-967
10. Activity Fund Nos. none
11. Federal Program

19.e. Finance Report; 2022-2023

1. General Fund Nos 127-209
2. Building Fund Nos 19-37
3. 2010 Bond #31 none
4. 2021 Bond #32 1-7
5. 2010 A&B bond 1
6. Sinking Fund #41 none
7. Gifts #81 none
8. BJ Clack Nos. 1-2
9. Athletic Fund Nos. 1-27
10. Activity Fund Nos. 1-27
11. Federal Program

19.f. Change Order #1
19.g. Art/Life Skills Program Memorandum of Understanding
19.h. Renewal of Agreement for Educational Services Between Chickasha Public Schools and Southwest Youth and Family Services
19.i. Emergency Action Plan 2022-2023
19.j. Renewal of BOK Financial Securities Advisory Agreement
19.k. Renewal of Alert 360 Agreements

DRAFT

19.l. Sanctioning:

- Band

19.m. Travel:

- Chickasha Ag Ed Dept/CHS - Tulsa Ok.
- CHS Softball Tournament - Perry Ok.

19.n. Surplus:

- Grand Library Books
- Lincoln Library Books

20. Discussion and possible action regarding proposed Executive Session to Discuss:
Motion to convene into executive session. This motion, made by Christy Clift and seconded by Laurie Allen, passed.

Laurie Allen: Yea
Christy Clift: Yea
Cara Gerdes: Yea
Zack McGill: Absent
Robyn Morse: Yea
Yea: 4, Nay: 0, Absent: 1

Board entered executive session at 7:51PM

20.a. Employment, hiring, or resignation of individual salaried public officers or employees listed on Exhibit A. Executive Session Authority: Okla. Stat. Tit. 25, 307(B)(1).

21. Acknowledge return to open session and executive session compliance statement

Board returned from executive session at 9:37PM

22. Discussion and possible action regarding the hiring of individuals listed on Exhibit A
Motion to approve the hiring of individuals listed on Exhibit A with the exception of Tonya Roberts. This motion, made by Christy Clift and seconded by Cara Gerdes, passed.

Laurie Allen: Yea
Christy Clift: Yea
Cara Gerdes: Yea
Zack McGill: Absent
Robyn Morse: Yea
Yea: 4, Nay: 0, Absent: 1

23. Discussion and possible action regarding the transfer/reassignment/workday adjustment for the individuals listed on Exhibit A

DRAFT

Motion to approve the transfer/reassignment/workday adjustment for the individuals listed on Exhibit A. This motion, made by Christy Clift and seconded by Laurie Allen, passed.

Laurie Allen: Yea
Christy Clift: Yea
Cara Gerdes: Yea
Zack McGill: Absent
Robyn Morse: Yea
Yea: 4, Nay: 0, Absent: 1

24. Discussion and possible action regarding the resignations of individuals listed on Exhibit A

Motion to approve the resignations of individuals listed on Exhibit A. This motion, made by Christy Clift and seconded by Laurie Allen, passed.

Laurie Allen: Yea
Christy Clift: Yea
Cara Gerdes: Yea
Zack McGill: Absent
Robyn Morse: Yea
Yea: 4, Nay: 0, Absent: 1

25. Discussion and possible action regarding the retirement of individuals listed on Exhibit A

No action taken/no retirements

26. New Business

No new business

27. Motion to Adjourn

Motion to adjourn at 9:40 PM. This motion, made by Cara Gerdes and seconded by Laurie Allen, passed.

Laurie Allen: Yea
Christy Clift: Yea
Cara Gerdes: Yea
Zack McGill: Absent
Robyn Morse: Yea
Yea: 4, Nay: 0, Absent: 1

DRAFT

_____

Board President

_____

Clerk

DRAFT

Financial Update to Board

To: Members of the Board of Education
From: Jennifer Stegman
Date: September 12, 2022

Expenditures:

Chickasha's General Fund expenditures for the last five fiscal years (FY) and through August of the current fiscal year are presented in Exhibits 1 and 2. Exhibit 1 outlines salary and benefit expenses by month for all Chickasha Public School employees. Exhibit 2 outlines General Fund total expenses (both salary and operational) by month. Beginning in FY21, May and June payroll expenses are reflected in May and July and August payroll expenses are reflected in June for all ten-month employees.

Exhibit 1: Payroll Expenses

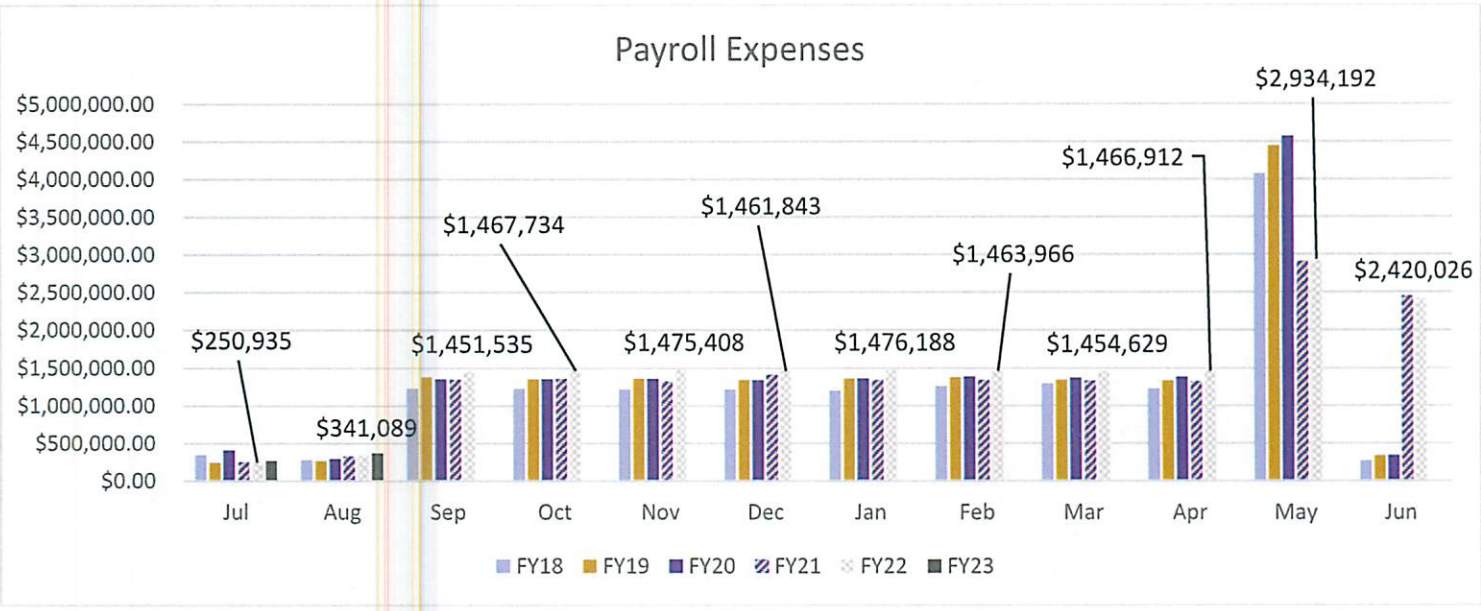
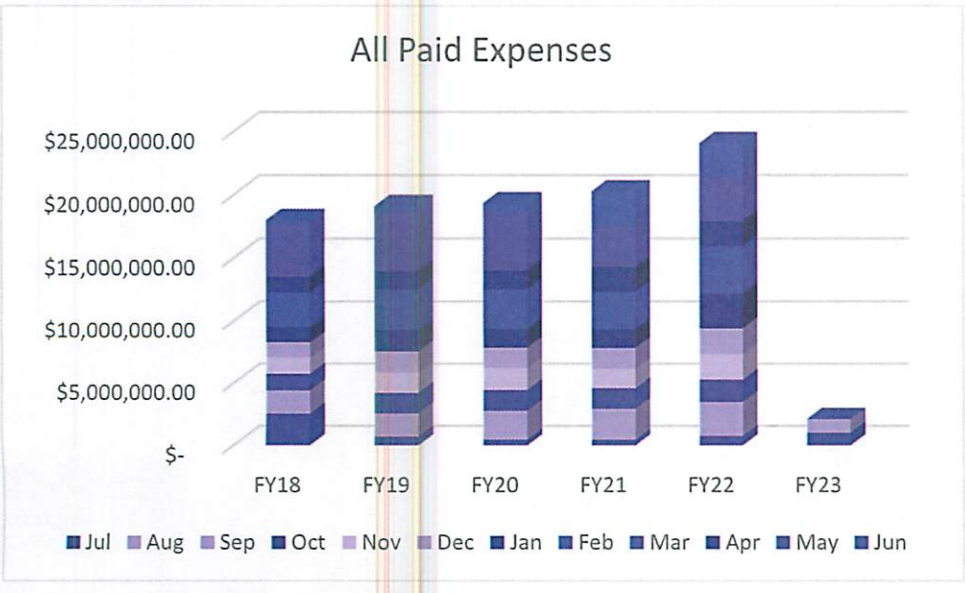


Exhibit 2: Total Expense



Revenues:

Exhibit 4 provides General Fund receipts by month for FY18, FY19, FY20, FY21, FY22 and through August of FY23. Receipts include funding from State, Local, and Federal Sources. The district received additional federal funds (CARES and ESSER) in FY21 and FY22 that account for some of the increased revenues.

Exhibit 4: Receipts by Month

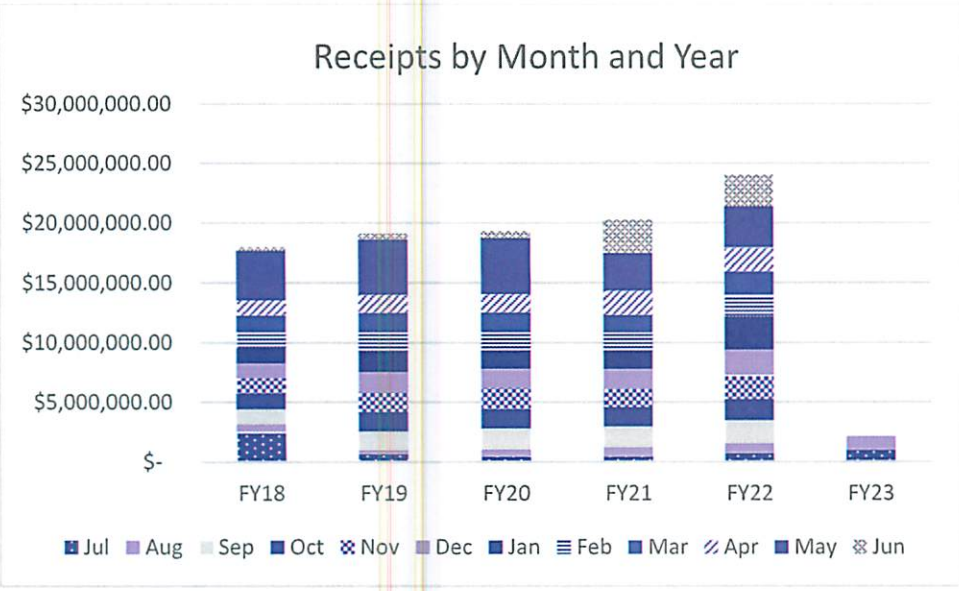
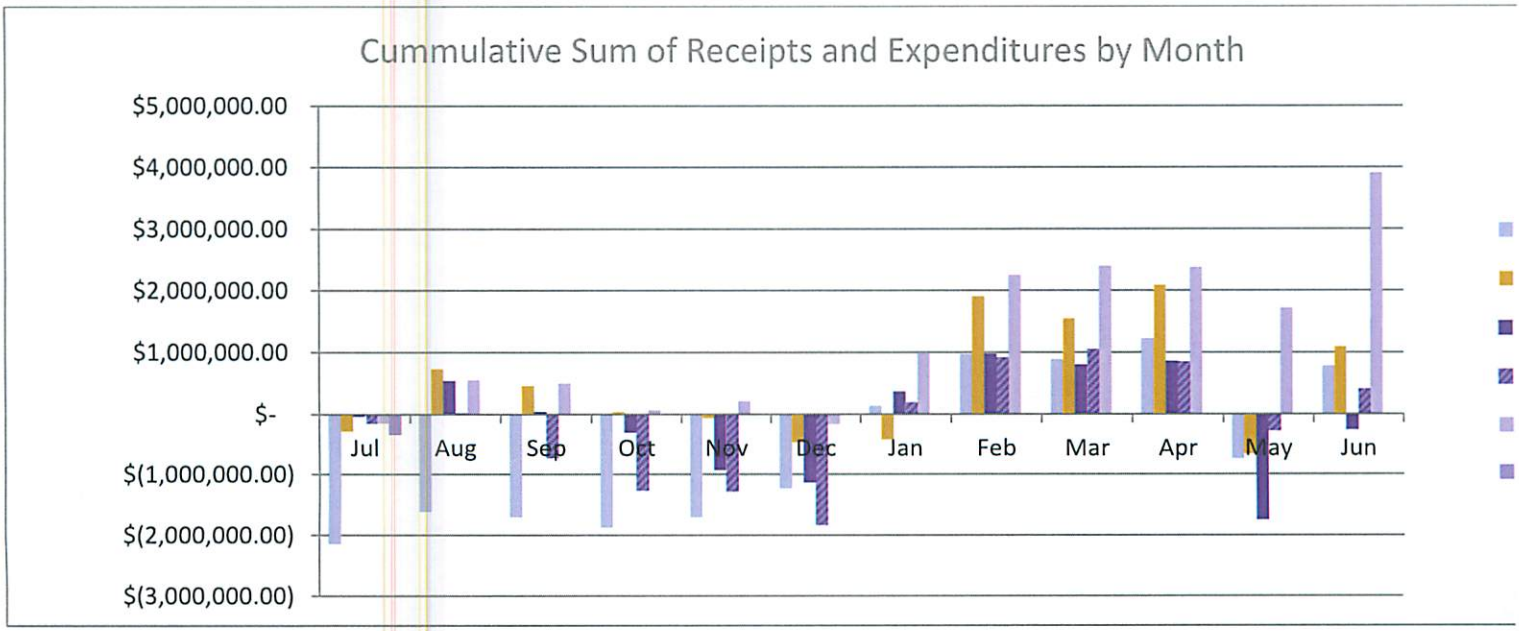


Exhibit 5 outlines General Fund revenues and expenses by month for FY18, FY19, FY20, FY21, FY22 and through August of FY23. The values represent the cumulative sum of revenues and expenses by month. The values represent revenue and expenses collected in the designated year and do not include fund balances brought forward from prior years. The information provides cash flow trends and can help guide the district to project the necessary cash fund balances.

Exhibit 5: Cumulative Sum of Receipts and Expenditures by Month



Chickasha Public Schools

Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 8/1/2022 - 8/31/2022

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
Project - 001 Activity Offices							
995 BJ Clack Scholarships	$57,146.91	$0.00	$0.00	$0.00	$57,146.91	$0.00	$57,146.91
Total Project - 001 Activity Offices	**$57,146.91**	**$0.00**	**$0.00**	**$0.00**	**$57,146.91**	**$0.00**	**$57,146.91**
Project - 889 BJ Clack Scholarships							
000 UNDISTRIBUTED EXP	($9,625.00)	$0.00	$0.00	$1,500.00	($11,125.00)	$3,750.00	($14,875.00)
Total Project - 889 BJ Clack Scholarships	**($9,625.00)**	**$0.00**	**$0.00**	**$1,500.00**	**($11,125.00)**	**$3,750.00**	**($14,875.00)**
Total	**$47,521.91**	**$0.00**	**$0.00**	**$1,500.00**	**$46,021.91**	**$3,750.00**	**$42,271.91**

Chickasha Public Schools

Revenue/Expenditure Summary

Options: Fund: 81, Date Range: 8/1/2022 - 8/31/2022

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
Project - 000 NON-CATEGORICAL EXP							
000 UNDISTRIBUTED EXP	$22,288.38	$0.00	$0.00	$0.00	$22,288.38	$0.00	$22,288.38
Total Project - 000 NON-CATEGORICAL EXP	**$22,288.38**	**$0.00**	**$0.00**	**$0.00**	**$22,288.38**	**$0.00**	**$22,288.38**
Total	**$22,288.38**	**$0.00**	**$0.00**	**$0.00**	**$22,288.38**	**$0.00**	**$22,288.38**

Chickasha Public Schools

Revenue/Expenditure Summary

Options: Fund: 61, Date Range: 8/1/2022 - 8/31/2022

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
Project - 001 Activity Offices							
901 Bill Wallace Office	$1,815.75	$0.00	$0.00	$0.00	$1,815.75	$0.00	$1,815.75
910 Grand Office	$23,945.13	$6.57	$0.00	$184.44	$23,767.26	$580.89	$23,186.37
920 Lincoln Office	$428.56	$16.00	$0.00	$243.87	$200.69	$0.00	$200.69
930 Middle School Office	$9,726.19	$0.00	$0.00	$571.21	$9,154.98	$0.00	$9,154.98
950 High School Office	$4,893.14	$586.21	$0.00	$530.45	$4,948.90	$84.80	$4,864.10
970 ABE	$278.04	$400.00	$0.00	$275.00	$403.04	$110.00	$293.04
971 ABE	$1,453.65	$80.00	$0.00	$719.58	$814.07	$100.46	$713.61
980 Facilities	$2,072.88	$16.18	$0.00	$0.00	$2,089.06	$0.00	$2,089.06
990 CPS Administration	$3,101.50	$0.00	$0.00	$201.54	$2,899.96	$1,177.49	$1,722.47
991 CPS Nurse	$233.78	$0.00	$0.00	$0.00	$233.78	$0.00	$233.78
Total Project - 001 Activity Offices	**$47,948.62**	**$1,104.96**	**$0.00**	**$2,726.09**	**$46,327.49**	**$2,053.64**	**$44,273.85**
Project - 002 Activity Media Centers							
902 Bill Wallace Media Center	$1,960.88	$0.00	$0.00	$0.00	$1,960.88	$0.00	$1,960.88
911 Grand Media Center	$514.46	$0.00	$0.00	$0.00	$514.46	$214.54	$299.92
921 Lincoln Media Center	$253.69	$0.00	$0.00	$0.00	$253.69	$0.00	$253.69
931 Middle School Media Center	$2,066.78	$0.00	$0.00	$0.00	$2,066.78	$0.00	$2,066.78
Total Project - 002 Activity Media Centers	**$4,795.81**	**$0.00**	**$0.00**	**$0.00**	**$4,795.81**	**$214.54**	**$4,581.27**
Project - 005 Activity Clubs							
913 Grand Spirit Squad	$5,091.93	$0.00	$0.00	$0.00	$5,091.93	$0.00	$5,091.93
914 Grand School Store	$50.00	$0.00	$0.00	$0.00	$50.00	$0.00	$50.00
915 Robotics	$15,803.29	$600.00	$0.00	$404.75	$15,998.54	$0.00	$15,998.54
922 Lincoln Clubs	$1,715.46	$0.00	$0.00	$0.00	$1,715.46	$0.00	$1,715.46
933 Middle School Science	$225.55	$0.00	$0.00	$0.00	$225.55	$0.00	$225.55
934 Middle School Enrichment	$127.17	$0.00	$0.00	$0.00	$127.17	$0.00	$127.17
935 Middle School F.C.C.L.A.	$199.37	$0.00	$0.00	$0.00	$199.37	$0.00	$199.37
936 Middle School Academic Programs	$66.62	$0.00	$0.00	$0.00	$66.62	$0.00	$66.62
938 Middle School Honor Society	$1,437.80	$0.00	$0.00	$385.00	$1,052.80	$0.00	$1,052.80
939 Middle School Indus. Arts-AT/AE	$2,334.62	$0.00	$0.00	$0.00	$2,334.62	$0.00	$2,334.62
941 Middle School Council	$1,283.39	$0.00	$0.00	$0.00	$1,283.39	$0.00	$1,283.39
942 Middle School Vocal Music	$304.17	$0.00	$0.00	$0.00	$304.17	$0.00	$304.17
957 High School Key Club	$315.16	$0.00	$0.00	$0.00	$315.16	$0.00	$315.16
958 High School Jr Optimist Club	$1,893.16	$0.00	$0.00	$0.00	$1,893.16	$0.00	$1,893.16
959 High School National Honor	$391.69	$0.00	$0.00	$0.00	$391.69	$0.00	$391.69
960 High School Academic Club	$81.01	$0.00	$0.00	$0.00	$81.01	$0.00	$81.01
961 High Special Olympics/Spec Ed	$4,996.03	$0.00	$0.00	$0.00	$4,996.03	$0.00	$4,996.03
962 High School Student Council	$693.32	$7.59	$0.00	$0.00	$700.91	$135.77	$565.14
963 JOM	$15,457.93	$0.00	$0.00	$0.00	$15,457.93	$0.00	$15,457.93
968 Mentor Program	$700.00	$0.00	$0.00	$0.00	$700.00	$0.00	$700.00
Total Project - 005 Activity Clubs	**$53,167.67**	**$607.59**	**$0.00**	**$789.75**	**$52,985.51**	**$135.77**	**$52,849.74**
Project - 007 Activity FFA/Horticulture							
964 High School F.F.A/Horticulture	$18,522.56	$71.72	$0.00	$5,881.52	$12,712.76	$697.00	$12,015.76
Total Project - 007 Activity FFA/Horticulture	**$18,522.56**	**$71.72**	**$0.00**	**$5,881.52**	**$12,712.76**	**$697.00**	**$12,015.76**
Project - 008 Activity Daycare							
903 Bill Wallace Daycare	$52,237.88	$4,616.00	$0.00	$17,461.23	$39,392.65	$336.19	$39,056.46
916 Grand Daycare	$15,141.98	$0.00	$0.00	$1,692.80	$13,449.18	$0.00	$13,449.18
Total Project - 008 Activity Daycare	**$67,379.86**	**$4,616.00**	**$0.00**	**$19,154.03**	**$52,841.83**	**$336.19**	**$52,505.64**
Project - 009 Activity Electives							
951 High School Art	$255.26	$0.00	$0.00	$0.00	$255.26	$0.00	$255.26
952 High School Band	$13,278.83	$0.00	$0.00	$0.00	$13,278.83	$0.00	$13,278.83
953 High School Yearbook	$3,322.24	$150.00	$0.00	$0.00	$3,472.24	$0.00	$3,472.24
954 High School Drama	$528.73	$0.00	$0.00	$0.00	$528.73	$0.00	$528.73
955 High School Library	$578.79	$0.00	$0.00	$0.00	$578.79	$0.00	$578.79
956 High School Vocal Music	$11,198.47	$0.00	$0.00	$0.00	$11,198.47	$0.00	$11,198.47
Total Project - 009 Activity Electives	**$29,162.32**	**$150.00**	**$0.00**	**$0.00**	**$29,312.32**	**$0.00**	**$29,312.32**
Project - 010 Activity Classes							
965 High School Classes	$9,842.80	$0.00	$0.00	$0.00	$9,842.80	$0.00	$9,842.80

Chickasha Public Schools

Revenue/Expenditure Summary

Options: Fund: 61, Date Range: 8/1/2022 - 8/31/2022

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
Project - 010 Activity Classes							
Total Project - 010 Activity Classes	**$9,842.80**	**$0.00**	**$0.00**	**$0.00**	**$9,842.80**	**$0.00**	**$9,842.80**
Total	**$230,819.64**	**$6,550.27**	**$0.00**	**$28,551.39**	**$208,818.52**	**$3,437.14**	**$205,381.38**

Chickasha Public Schools

Revenue/Expenditure Summary

Options: Fund: 62, Date Range: 8/1/2022 - 8/31/2022

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
Project - 003 Athletics							
801 Athletic Misc.	$878.19	$0.00	$0.00	$0.00	$878.19	$0.00	$878.19
802 Archery	$8,687.14	$0.00	$0.00	$0.00	$8,687.14	$0.00	$8,687.14
803 Baseball	$5,690.60	$9,393.00	$0.00	$0.00	$15,083.60	$0.00	$15,083.60
804 Basketball-Boys	$489.32	$0.00	$0.00	$0.00	$489.32	$0.00	$489.32
805 Basketball-Girls	$3,586.32	$0.00	$0.00	$0.00	$3,586.32	$0.00	$3,586.32
806 Cheer	$339.48	$0.00	$0.00	$0.00	$339.48	$0.00	$339.48
807 Concession	$9,908.22	$3,866.00	$0.00	$5,992.40	$7,781.82	$0.00	$7,781.82
808 Cross Country-Boys	$560.70	$0.00	$0.00	$0.00	$560.70	$0.00	$560.70
809 Cross Country-Girls	$1,294.00	$0.00	$0.00	$0.00	$1,294.00	$0.00	$1,294.00
810 Football	$3,794.13	$2,800.00	$0.00	$0.00	$6,594.13	$0.00	$6,594.13
813 Clay Shooting	$209.98	$0.00	$0.00	$0.00	$209.98	$0.00	$209.98
815 Gate	$37,134.24	$12,482.63	$0.00	$23,826.32	$25,790.55	$0.00	$25,790.55
816 Golf Boys	$2,630.57	$0.00	$0.00	$0.00	$2,630.57	$0.00	$2,630.57
817 Golf Girls	$2,232.84	$0.00	$0.00	$0.00	$2,232.84	$0.00	$2,232.84
818 Pom	$447.60	$0.00	$0.00	$0.00	$447.60	$0.00	$447.60
819 Powerlifting	$437.56	$0.00	$0.00	$0.00	$437.56	$0.00	$437.56
820 Softball	$567.51	$3,967.32	$0.00	$0.00	$4,534.83	$0.00	$4,534.83
821 Soccer-Boys	$540.87	$0.00	$0.00	$0.00	$540.87	$0.00	$540.87
822 Soccer-Girls	$3,725.39	$0.00	$0.00	$0.00	$3,725.39	$0.00	$3,725.39
824 Swim-Girls	$2,787.13	$0.00	$0.00	$0.00	$2,787.13	$0.00	$2,787.13
825 Tennis-Boys	$789.88	$0.00	$0.00	$0.00	$789.88	$0.00	$789.88
826 Tennis-Girls	$711.89	$0.00	$0.00	$0.00	$711.89	$0.00	$711.89
827 Track-Boys	$763.48	$0.00	$0.00	$0.00	$763.48	$0.00	$763.48
828 Track-Girls	$1,500.00	$0.00	$0.00	$0.00	$1,500.00	$0.00	$1,500.00
829 Volleyball	$2,989.00	$0.00	$0.00	$0.00	$2,989.00	$0.00	$2,989.00
Total Project - 003 Athletics	**$92,696.04**	**$32,508.95**	**$0.00**	**$29,818.72**	**$95,386.27**	**$0.00**	**$95,386.27**
Total	**$92,696.04**	**$32,508.95**	**$0.00**	**$29,818.72**	**$95,386.27**	**$0.00**	**$95,386.27**

Chickasha Public Schools

Revenue Analysis

Options: Type of Revenue: Estimated, As Of Date: 8/31/2022

	Estimated Revenue	Revenue Collected	Revenue Receivable	Unappropriated Receipts	% Rev Collected	Current Month
Fund - 11 GEN FUND-FOR OP						
Series - 1000						
Source - 1120 AD VALOREM TAX LEVY (PR.YRS)	$0.00	$44,944.98	$0.00	$44,944.98	N/A	$44,944.98
Source - 1214 GED TESTING FEES	$0.00	$1,799.40	$0.00	$1,799.40	N/A	$480.63
Source - 1310 INTEREST EARNINGS	$0.00	$5,424.11	$0.00	$5,424.11	N/A	$3,145.53
Source - 1410 RENTAL OF SCHOOL FACILITIES	$0.00	$1,000.00	$0.00	$1,000.00	N/A	$0.00
Source - 1420 RENTAL NOT SCHOOL FACILITIES	$0.00	$2,112.00	$0.00	$2,112.00	N/A	$1,312.00
Source - 1460 COMMISSIONS	$0.00	$389.53	$0.00	$389.53	N/A	$92.03
Source - 1590 MISCELLANEOUS REIMBURSEMENTS	$0.00	$1,937.87	$0.00	$1,937.87	N/A	$847.43
Source - 1610 CONTRIBUTIONS/DONATIONS-PRIV.	$0.00	$8,236.45	$0.00	$8,236.45	N/A	$8,236.45
Source - 1660 MINERAL ROYALTIES/LEASE REV.	$0.00	$42.30	$0.00	$42.30	N/A	$42.30
Source - 1690 MISC. REV. FROM DIST.SOURCE	$0.00	$349.41	$0.00	$349.41	N/A	$349.41
Source - 1720 ALA CARTE FOODS/CATERING	$0.00	$3,592.09	$0.00	$3,592.09	N/A	$3,592.09
Source - 1730 ADULT LUNCHES/BREAKFASTS	$0.00	$15.75	$0.00	$15.75	N/A	$15.75
Series - 1000 Total	**$0.00**	**$69,843.89**	**$0.00**	**$69,843.89**	**N/A**	**$63,058.60**
Series - 2000						
Source - 2100 COUNTY 4 MILL AD VALOREM TAX	$0.00	$2,683.43	$0.00	$2,683.43	N/A	$2,683.43
Source - 2200 COUNTY APPORT. (MORTGAGE TAX)	$0.00	$77,498.51	$0.00	$77,498.51	N/A	$77,498.51
Series - 2000 Total	**$0.00**	**$80,181.94**	**$0.00**	**$80,181.94**	**N/A**	**$80,181.94**
Series - 3000						
Source - 3110 GROSS PRODUCTION TAX	$0.00	$1,212,136.87	$0.00	$1,212,136.87	N/A	$672,363.32
Source - 3120 MOTOR VEHICLE COLLECTIONS	$0.00	$102,035.63	$0.00	$102,035.63	N/A	$84,451.70
Source - 3130 RURAL ELECTRIC COOP.TAX	$0.00	$2,759.78	$0.00	$2,759.78	N/A	$1,448.08
Source - 3140 STATE SCHOOL LAND EARNINGS	$0.00	$44,767.07	$0.00	$44,767.07	N/A	$17,352.44
Source - 3150 VEHICLE TAX STAMPS	$0.00	$342.81	$0.00	$342.81	N/A	$342.81
Source - 3160 FARM IMPLEMENT TAX STAMP	$0.00	$995.83	$0.00	$995.83	N/A	$995.83
Source - 3210 FOUNDATION AND SALARY INCEN.	$0.00	$444,291.58	$0.00	$444,291.58	N/A	$444,291.58
Source - 3250 EDUCATION FLEX.BENEFIT ALLOW.	$0.00	$183,771.47	$0.00	$183,771.47	N/A	$183,771.47
Source - 3420 STATE TEXTBOOK	$0.00	$12,701.07	$0.00	$12,701.07	N/A	$12,701.07
Series - 3000 Total	**$0.00**	**$2,003,802.11**	**$0.00**	**$2,003,802.11**	**N/A**	**$1,417,718.30**
Series - 4000						
Source - 4140 Title VI Indian, Hawaiian, & Alaska	$0.00	$11,253.54	$0.00	$11,253.54	N/A	$0.00
Source - 4310 INDIV.WITH DISABIL.IDEA --B	$0.00	$87,129.36	$0.00	$87,129.36	N/A	$79,328.02
Source - 4480 Title IX-Education for the Homeless	$0.00	$7,291.74	$0.00	$7,291.74	N/A	$0.00
Source - 4550 JOHNSON O'MALLEY PROGRAM	$0.00	$6,405.89	$0.00	$6,405.89	N/A	$6,405.89
Source - 4611 ADULT BASIC EDUCATION TIT.XIII	$0.00	$45,290.44	$0.00	$45,290.44	N/A	$45,290.44

Chickasha Public Schools

Revenue Analysis

Options: Type of Revenue: Estimated, As Of Date: 8/31/2022

	Estimated Revenue	Revenue Collected	Revenue Receivable	Unappropriated Receipts	% Rev Collected	Current Month
Source - 4689 OTHER MISC. SOURCES OF FED.REV	$0.00	$459,385.43	$0.00	$459,385.43	N/A	$448,600.00
Source - 4821 EQUALIZATION (CARL PERKINS)	$0.00	$27,236.15	$0.00	$27,236.15	N/A	$0.00
Series - 4000 Total	**$0.00**	**$643,992.55**	**$0.00**	**$643,992.55**	**N/A**	**$579,624.35**
Series - 5000						
Source - 5160 ACTIVITY FUND REIMBURSEMENT	$0.00	$16,844.33	$0.00	$16,844.33	N/A	$16,844.33
Source - 5600 CORRECTING ENTRY	$0.00	$31.98	$0.00	$31.98	N/A	$15.99
Series - 5000 Total	**$0.00**	**$16,876.31**	**$0.00**	**$16,876.31**	**N/A**	**$16,860.32**
Series - 6000						
Source - 6110 CASH FORWARD-SURPLUS CASH FWD.	$0.00	$5,728,296.95	$0.00	$5,728,296.95	N/A	$0.00
Series - 6000 Total	**$0.00**	**$5,728,296.95**	**$0.00**	**$5,728,296.95**	**N/A**	**$0.00**
Fund - 11 GEN FUND-FOR OP Total	**$0.00**	**$8,542,993.75**	**$0.00**	**$8,542,993.75**	**N/A**	**$2,157,443.51**
Fund - 21 Building						
Series - 1000						
Source - 1120 AD VALOREM TAX LEVY (PR.YRS)	$0.00	$6,418.91	$0.00	$6,418.91	N/A	$6,418.91
Series - 1000 Total	**$0.00**	**$6,418.91**	**$0.00**	**$6,418.91**	**N/A**	**$6,418.91**
Series - 3000						
Source - 3160 FARM IMPLEMENT TAX STAMP	$0.00	$142.22	$0.00	$142.22	N/A	$142.22
Series - 3000 Total	**$0.00**	**$142.22**	**$0.00**	**$142.22**	**N/A**	**$142.22**
Series - 6000						
Source - 6110 CASH FORWARD-SURPLUS CASH FWD.	$0.00	$851,930.64	$0.00	$851,930.64	N/A	$0.00
Series - 6000 Total	**$0.00**	**$851,930.64**	**$0.00**	**$851,930.64**	**N/A**	**$0.00**
Fund - 21 Building Total	**$0.00**	**$858,491.77**	**$0.00**	**$858,491.77**	**N/A**	**$6,561.13**
Fund - 31 2020 Bond Fund						
Series - 6000						
Source - 6110 CASH FORWARD-SURPLUS CASH FWD.	$0.00	$26,219.27	$0.00	$26,219.27	N/A	$0.00
Series - 6000 Total	**$0.00**	**$26,219.27**	**$0.00**	**$26,219.27**	**N/A**	**$0.00**
Fund - 31 2020 Bond Fund Total	**$0.00**	**$26,219.27**	**$0.00**	**$26,219.27**	**N/A**	**$0.00**
Fund - 32 2021 Bond Fund						
Series - 5000						
Source - 5600 CORRECTING ENTRY	$0.00	$2,700.00	$0.00	$2,700.00	N/A	$2,700.00
Series - 5000 Total	**$0.00**	**$2,700.00**	**$0.00**	**$2,700.00**	**N/A**	**$2,700.00**
Series - 6000						
Source - 6110 CASH FORWARD-SURPLUS CASH FWD.	$0.00	$649,079.35	$0.00	$649,079.35	N/A	$0.00
Series - 6000 Total	**$0.00**	**$649,079.35**	**$0.00**	**$649,079.35**	**N/A**	**$0.00**
Fund - 32 2021 Bond Fund Total	**$0.00**	**$651,779.35**	**$0.00**	**$651,779.35**	**N/A**	**$2,700.00**
Fund - 33 2022 Bond Fund						
Series - 5000						
Source - 5112 PROCEEDS SALE ORIGINAL BONDS	$0.00	$5,125,856.09	$0.00	$5,125,856.09	N/A	$0.00
Series - 5000 Total	**$0.00**	**$5,125,856.09**	**$0.00**	**$5,125,856.09**	**N/A**	**$0.00**
Series - 6000						
Source - 6110 CASH FORWARD-SURPLUS CASH FWD.	$0.00	$104,300.00	$0.00	$104,300.00	N/A	$0.00
Series - 6000 Total	**$0.00**	**$104,300.00**	**$0.00**	**$104,300.00**	**N/A**	**$0.00**
Fund - 33 2022 Bond Fund Total	**$0.00**	**$5,230,156.09**	**$0.00**	**$5,230,156.09**	**N/A**	**$0.00**
Fund - 41 Sinking						
Series - 1000						
Source - 1120 AD VALOREM TAX LEVY (PR.YRS)	$0.00	$30,765.26	$0.00	$30,765.26	N/A	$30,765.26
Series - 1000 Total	**$0.00**	**$30,765.26**	**$0.00**	**$30,765.26**	**N/A**	**$30,765.26**

Chickasha Public Schools

Revenue Analysis

Options: Type of Revenue: Estimated, As Of Date: 8/31/2022

	Estimated Revenue	Revenue Collected	Revenue Receivable	Unappropriated Receipts	% Rev Collected	Current Month
Series - 3000						
Source - 3160 FARM IMPLEMENT TAX STAMP	$0.00	$681.89	$0.00	$681.89	N/A	$681.89
Series - 3000 Total	**$0.00**	**$681.89**	**$0.00**	**$681.89**	**N/A**	**$681.89**
Series - 6000						
Source - 6110 CASH FORWARD-SURPLUS CASH FWD.	$0.00	$3,129,901.52	$0.00	$3,129,901.52	N/A	$0.00
Series - 6000 Total	**$0.00**	**$3,129,901.52**	**$0.00**	**$3,129,901.52**	**N/A**	**$0.00**
Fund - 41 Sinking Total	**$0.00**	**$3,161,348.67**	**$0.00**	**$3,161,348.67**	**N/A**	**$31,447.15**
Fund - 60 BJ Clack Scholarships						
Series - 1000						
Source - 1310 INTEREST EARNINGS	$0.00	$12.13	$0.00	$12.13	N/A	$0.00
Series - 1000 Total	**$0.00**	**$12.13**	**$0.00**	**$12.13**	**N/A**	**$0.00**
Fund - 60 BJ Clack Scholarships Total	**$0.00**	**$12.13**	**$0.00**	**$12.13**	**N/A**	**$0.00**
Fund - 61 ACTIVITY FUND						
Series - 1000						
Source - 1214 GED TESTING FEES	$0.00	$635.00	$0.00	$635.00	N/A	$480.00
Source - 1260 EXTENDED SCHOOL CARE	$0.00	$14,409.40	$0.00	$14,409.40	N/A	$4,616.00
Source - 1310 INTEREST EARNINGS	$0.00	$72.92	$0.00	$72.92	N/A	$0.00
Source - 1460 COMMISSIONS	$0.00	$373.44	$0.00	$373.44	N/A	$234.96
Source - 1610 CONTRIBUTIONS/DONATIONS-PRIV.	$0.00	$109.31	$0.00	$109.31	N/A	$109.31
Source - 1950 RESALE MERCH.(NOT STU. STORE)	$0.00	$466.65	$0.00	$466.65	N/A	$150.00
Source - 1990 OTHER SCHOOL ACT.FUND RECEIPTS	$0.00	$1,860.00	$0.00	$1,860.00	N/A	$960.00
Series - 1000 Total	**$0.00**	**$17,926.72**	**$0.00**	**$17,926.72**	**N/A**	**$6,550.27**
Fund - 61 ACTIVITY FUND Total	**$0.00**	**$17,926.72**	**$0.00**	**$17,926.72**	**N/A**	**$6,550.27**
Fund - 62 ATHLETIC FUND						
Series - 1000						
Source - 1410 RENTAL OF SCHOOL FACILITIES	$0.00	$3,800.00	$0.00	$3,800.00	N/A	$1,800.00
Source - 1460 COMMISSIONS	$0.00	$66.63	$0.00	$66.63	N/A	$66.63
Source - 1810 ADMISSIONS	$0.00	$12,416.00	$0.00	$12,416.00	N/A	$9,816.00
Source - 1830 CONCESSIONS	$0.00	$6,352.50	$0.00	$6,352.50	N/A	$1,766.00
Source - 1850 FEES, PENALTIES, AND FINES	$0.00	$2,025.00	$0.00	$2,025.00	N/A	$0.00
Source - 1890 OTHER ATHLETIC REVENUE	$0.00	$12,285.32	$0.00	$12,285.32	N/A	$11,560.32
Series - 1000 Total	**$0.00**	**$36,945.45**	**$0.00**	**$36,945.45**	**N/A**	**$25,008.95**
Series - 5000						
Source - 5120 CASH OR CHANGE	$0.00	$8,500.00	$0.00	$8,500.00	N/A	$7,500.00
Series - 5000 Total	**$0.00**	**$8,500.00**	**$0.00**	**$8,500.00**	**N/A**	**$7,500.00**
Fund - 62 ATHLETIC FUND Total	**$0.00**	**$45,445.45**	**$0.00**	**$45,445.45**	**N/A**	**$32,508.95**
Fund - 81 GIFT FUND						
Series - 6000						
Source - 6110 CASH FORWARD-SURPLUS CASH FWD.	$0.00	$0.00	$0.00	$0.00	N/A	$0.00
Series - 6000 Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**N/A**	**$0.00**
Fund - 81 GIFT FUND Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**N/A**	**$0.00**
Report Total	**$0.00**	**$18,534,373.20**	**$0.00**	**$18,534,373.20**	**N/A**	**$2,237,211.01**

Chickasha Public Schools

Budget Analysis

Options: Year: 2022-2023, Date Range: 8/1/2022 - 8/31/2022, Print Detail: False

Classification	Appropriation	Encumbered	Paid	Encumbered Balance	Unencumbered Balance	% Enc Budget
2022-2023						
11 GEN FUND-FOR OP	0.00	-68,787.83	1,120,661.36	-1,189,449.19	68,787.83	100.00%
21 Building	0.00	260,238.42	110,912.59	149,325.83	-260,238.42	100.00%
32 2021 Bond Fund	0.00	8,129.70	1,949.00	6,180.70	-8,129.70	100.00%
33 2022 Bond Fund	5,165,161.00	0.00	5,165,160.30	-5,165,160.30	5,165,161.00	0.00%
41 Sinking	0.00	9,112.50	9,112.50	0.00	-9,112.50	100.00%
60 BJ Clack Scholarships	0.00	1,500.00	1,500.00	0.00	-1,500.00	100.00%
61 ACTIVITY FUND	0.00	31,988.53	28,551.39	3,437.14	-31,988.53	100.00%
62 ATHLETIC FUND	0.00	29,818.72	29,818.72	0.00	-29,818.72	100.00%
Total 2022-2023	**$5,165,161.00**	**$272,000.04**	**$6,467,665.86**	**($6,195,665.82)**	**$4,893,160.96**	**5.27 %**
Report Total	**$5,165,161.00**	**$272,000.04**	**$6,467,665.86**	**($6,195,665.82)**	**$4,893,160.96**	**5.27 %**

August 3-September 7, 2022

Accounts Payable			
Fund		PO's	Amount
11	General Fund	210-253	$669,555.81
21	Building Fund	38-51	$284,738.42
31	2010 Bond Fund		
32	2021 GO Bond Fund	#8	$8,129.70
33	2010 A&B bond	#2	$5,165,160.30
41	Sinking Fund	#2	$9,112.50
60	J Clack Scholarship Fun	#3	$1,500.00
61	Activity Fund	28-90	$32,100.01
62	Athletic Fund	28-101	$48,235.07
81	Gift Fund		
Total			$6,218,531.81

Accounts Payable Change Orders			
	Fund	Numbers	Amount
11	General Fun	NA	$0.00
21	uilding Fun	NA	
TOTAL			$0.00
GRAND TOTAL			$6,218,531.81

Chickasha Public Schools

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 210 - 9999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	211	08/05/2022	3861	AMAZON CREDIT PLAN	Spanish Book	50.00
11	212	08/08/2022	66398	Second Step Committee for Children	Second Step for 5th grade-Brittnie Howe	439.00
11	213	08/08/2022	18	ALERT SERVICES INC	ATHLETIC SUPPLIES	2,000.00
11	214	08/08/2022	3308	THERAPRO	The Sensory Connectiontion Bundle.-L Kleckner	200.00
11	215	08/08/2022	2516	DOC SAVAGE SUPPLY	DISTRICT WIDE USE- SPRINKLER SYSTEM	6,000.00
11	216	08/08/2022	4357	INDUSTRY SYSTEMS, INC.	Microsoft Office License	86.00
11	217	08/08/2022	66581	CHICKASHA AUTO & DIESEL REPAIR LLC	Bus Repairs	5,000.00
11	218	08/08/2022	4063	Chickasha Pit Stop LLC	Vehicle Maintenance	2,000.00
11	219	08/08/2022	65770	Interstate Billing Servie	Bus Repairs/Maintenance/Inspections	30,000.00
11	220	08/08/2022	66469	Preferred Family Healthcare	Training for Para's and Sped teachers-T Swinburne	935.96
11	221	08/08/2022	7115	MOBY MAX	Complete K-8 curriculum	4,399.00
11	222	08/08/2022	45	BSN Sports, LLC	ROPES-RUBBER FOOTBALLS	381.44
11	223	08/08/2022	555	WAL MART	Family engagement night @ CHS	40.00
11	225	08/15/2022	45	BSN Sports, LLC	BOY'S BSK UNIFORMS	3,000.00
11	226	08/15/2022	66588	Step By Step Learning	Online Learning Library for Emergency Teach	796.00
11	227	08/15/2022	5846	INTERSTATE BATTERIES/CHICKASHA	Bus Batteries	2,000.00
11	228	08/15/2022	555	WAL MART	Family engagement night at CHS	40.00
11	229	08/15/2022	4862	GLASS SHOP	Windshield Repairs	1,000.00
11	230	08/11/2022	66025	Arvest	New teacher room supplies. Lincoln	500.00
11	231	08/10/2022	66604	Texoma Band Instrument Repair	Instrument Repair	8,940.00
11	232	08/16/2022	5054	PERMABOUNDBOOKS	Books for Lincoln	438.32
11	233	08/16/2022	89070	OKLAHOMA TAX COMMISSION	Vehicle Tags and registrations	300.00
11	234	08/17/2022	1873	FOLLETT LIBRARY RESOURCES	Follett Destiny resource manager	6,736.17
11	235	08/17/2022	66608	Clever Inc.	License for FY23	2,388.00
11	236	08/17/2022	4357	INDUSTRY SYSTEMS, INC.	destiny certificate	292.28
11	237	08/17/2022	65618	N2Y, LLC	Q-100826 SymbolStix PRIME-SPED	4,769.73
11	238	08/23/2022	65633	Grady County Sheriff's Office	campus resources officer	42,000.00
11	239	08/23/2022	66712	Leon Malone	Welding-Mailbox repair	170.90
11	240	08/23/2022	66704	Omni Oklahoma City Hotel	Hotel OSSBA conference	1,707.24
11	241	08/25/2022	418	AMERICAN ELECTRIC POWER	Electricity for district previous PO 27	482,860.54
11	243	08/26/2022	66723	Patricia Ballinger	mileage	368.00
11	244	08/29/2022	66722	ODP Business Solution, LLC	SPED Supplies 2022-2023	1,000.00
11	245	08/29/2022	66566	Cowboy Express Fuel LLC	Fuel	50,000.00
11	246	08/29/2022	3861	AMAZON CREDIT PLAN	Items for Counselors-LKleckner	200.00
11	247	08/29/2022	5602	TENNIS WAREHOUSE	TENNIS GEAR	266.00
11	248	08/29/2022	1381	ALL AMERICAN SPORTS CORP.	FB-HELMETS	3,744.95
11	249	08/29/2022	45	BSN Sports, LLC	FB-HOODIES	1,438.08

Chickasha Public Schools

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 210 - 9999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	250	08/29/2022	45	BSN Sports, LLC	SOFTBALL UNIFORMS	1,588.70
11	251	08/30/2022	1	MUNICIPAL ACCOUNTING SYSTEMS	Warrants for General Fund	250.00
11	252	08/30/2022	3861	AMAZON CREDIT PLAN	HDMI Cables	179.50
11	253	08/31/2022	60514	AMERICAN RED CROSS	Staff CPR Certifications	1,050.00

Non-Payroll Total:	**$669,555.81**
Payroll Total:	**$0.00**
Balance Forward:	**$0.00**
Report Total:	**$669,555.81**

Chickasha Public Schools

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 2 - 9999, Fund Codes: 41

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
41	2	08/24/2022	7517	UMB -WIRE TRANSFER	QK63 GOB 2.7M	9,112.50

Non-Payroll Total:	**$9,112.50**
Payroll Total:	**$0.00**
Balance Forward:	**$0.00**
Report Total:	**$9,112.50**

Chickasha Public Schools

Payment Register

Options: Year: 2022-2023, Fund: GEN FUND-FOR OP, Date Range: 7/1/2022 - 6/30/2023, Payment Range: 112300129 - 112300384, Print Payroll Payments: False, Print Details: False

Payment No	Date	Vendor No	Vendor	Type	Date Voided	Void Amount	Amount
112300129	08/08/2022	2476	RENAISSANCE LEARNING				$27,878.84
112300130	08/08/2022	497	STANDLEY'S SYSTEMS				$1,035.72
112300131	08/08/2022	418	AMERICAN ELECTRIC POWER				$12,909.33
112300132	08/08/2022	65687	Suddenlink				$2,725.02
112300133	08/08/2022	4453	CARLA GARLING				$825.00
112300134	08/08/2022	5351	MARY WHITE				$4,900.00
112300135	08/08/2022	65791	Petty Cash				$300.00
112300136	08/08/2022	6050	AFPLANSERVICE				$6.00
112300137	08/08/2022	65770	Interstate Billing Servie				$4,499.91
112300138	08/08/2022	6352	A & C FIRE EXTINGUISHER INC.				$1,835.50
112300139	08/08/2022	97	CHICKASHA LUMBER COMPANY				$1,471.09
112300140	08/08/2022	312	LOCKE SUPPLY				$407.59
112300141	08/08/2022	66	BRANDT'S ACE HARDWARE				$69.12
112300142	08/08/2022	4033	MARSHALL AUTO PARTS				$129.97
112300143	08/08/2022	446	ROSS SEED COMPANY				$382.92
112300144	08/08/2022	66186	Waxie's Enterprises, LLC				$1,370.64
112300145	08/08/2022	71269	PATRICIA A BALLINGER				$31.69
112300146	08/08/2022	143	DeHART AIR COND. & ELECTRONI				$342,660.12
112300147	08/08/2022	65950	Waller Ice LLC				$100.00
112300148	08/08/2022	6224	ALL AMERICAN HOME CENTER				$2,361.00
112300149	08/08/2022	66025	Arvest				$152.59
112300150	08/08/2022	66025	Arvest				$800.00
112300151	08/08/2022	6640	EDMENTUM				$26,500.00
112300152	08/08/2022	66116	KAMI				$6,000.00
112300153	08/08/2022	75197	OFFICE DEPOT				$559.99
112300154	08/08/2022	66588	Step By Step Learning				$600.00
112300155	08/08/2022	66049	BOK Financial Securities				$20,388.06
112300156	08/08/2022	66025	Arvest				$99.00
112300280	08/17/2022	66037	PROPIO LS, LLC.				$25.00
112300281	08/17/2022	81	CENTER FOR EDUCATION LAW IN				$549.10
112300282	08/17/2022	497	STANDLEY'S SYSTEMS				$356.33
112300283	08/17/2022	6823	DE LAGE LANDEN PUBLIC FINANC				$3,479.65
112300284	08/17/2022	65772	Zenith Insurance Company				$13,309.00
112300285	08/17/2022	418	AMERICAN ELECTRIC POWER				$3,682.49
112300286	08/17/2022	1071	CITY OF CHICKASHA				$11,101.94
112300287	08/17/2022	66025	Arvest				$79.38
112300288	08/17/2022	75197	OFFICE DEPOT				$86.38
112300289	08/17/2022	950	OSBI				$315.00
112300290	08/17/2022	5257	AT &T MOBILITY				$190.28
112300291	08/17/2022	5280	AT&T LONG DISTANCE				$975.24
112300292	08/17/2022	5281	SUDDENLINK				$398.34
112300293	08/17/2022	5281	SUDDENLINK				$1,340.97
112300294	08/17/2022	65949	Suddenlink				$67.45
112300295	08/17/2022	913	OTA PikePass Center				$160.86
112300296	08/17/2022	66566	Cowboy Express Fuel LLC				$1,844.50
112300297	08/17/2022	65770	Interstate Billing Servie				$3,512.94
112300298	08/17/2022	6392	JUSTIN'S TIRE SERVICE				$2,586.92
112300299	08/17/2022	446	ROSS SEED COMPANY				$41.97
112300300	08/17/2022	3672	EXPRESS TIRE, BRAKE, &				$964.60

Payment Register

Options: Year: 2022-2023, Fund: GEN FUND-FOR OP, Date Range: 7/1/2022 - 6/30/2023, Payment Range: 112300129 - 112300384, Print Payroll Payments: False, Print Details: False

Payment No	Date	Vendor No	Vendor	Type	Date Voided	Void Amount	Amount
112300301	08/17/2022	97	CHICKASHA LUMBER COMPANY				$42.69
112300302	08/17/2022	446	ROSS SEED COMPANY				$102.67
112300303	08/17/2022	7300	Arvest Security Bank Center				$373.00
112300304	08/17/2022	75197	OFFICE DEPOT				$258.39
112300305	08/17/2022	66025	Arvest				$39.99
112300306	08/17/2022	66025	Arvest				$226.72
112300307	08/17/2022	5727	AIRGAS USA, LLC				$482.95
112300308	08/17/2022	66025	Arvest				$275.76
112300309	08/17/2022	66025	Arvest				$214.90
112300310	08/17/2022	572	US FOODSERVICE INC.				$14,276.96
112300311	08/17/2022	2257	HILAND DAIRY FOODS COMPANY				$2,749.37
112300312	08/17/2022	66025	Arvest				$25.02
112300313	08/17/2022	6640	EDMENTUM				$40,940.00
112300314	08/17/2022	75197	OFFICE DEPOT				$79.99
112300315	08/17/2022	66587	Eclipse Safety Specialist				$25,767.00
112300316	08/17/2022	66025	Arvest				$529.21
112300317	08/17/2022	66469	Preferred Family Healthcare				$935.96
112300318	08/17/2022	7115	MOBY MAX				$4,399.00
112300319	08/17/2022	66588	Step By Step Learning				$796.00
112300320	08/17/2022	4862	GLASS SHOP				$85.00
112300321	08/17/2022	66025	Arvest				$113.19
112300322	08/17/2022	5054	PERMABOUNDBOOKS				$438.32
112300323	08/17/2022	1873	FOLLETT LIBRARY RESOURCES				$6,736.17
112300324	08/24/2022	88	CHICKASHA CHAMBER OF COM				$135.00
112300325	08/24/2022	65633	Grady County Sheriff's Office				$3,953.02
112300326	08/24/2022	66566	Cowboy Express Fuel LLC				$5,548.48
112300327	08/24/2022	65770	Interstate Billing Servie				$756.49
112300328	08/24/2022	446	ROSS SEED COMPANY				$14.95
112300329	08/24/2022	467	SHEPPARD SUPPLY				$40.00
112300330	08/24/2022	97	CHICKASHA LUMBER COMPANY				$735.22
112300331	08/24/2022	312	LOCKE SUPPLY				$529.16
112300332	08/24/2022	66	BRANDT'S ACE HARDWARE				$192.57
112300333	08/24/2022	4033	MARSHALL AUTO PARTS				$36.72
112300334	08/24/2022	446	ROSS SEED COMPANY				$378.99
112300335	08/24/2022	66186	Waxie's Enterprises, LLC				$4,241.29
112300336	08/24/2022	66568	BRADY INDUSTRIES OF NEVADA L				$2,913.63
112300337	08/24/2022	65686	Hwy 81 Tire & Auto LLC				$60.00
112300338	08/24/2022	7275	ALLEN PEST CONTROL				$12,742.00
112300339	08/24/2022	99999	Chickasha Public Schools				$2,700.00
112300340	08/24/2022	45	BSN Sports, LLC				$9,282.00
112300341	08/24/2022	7300	Arvest Security Bank Center				$325.81
112300342	08/24/2022	66025	Arvest				$131.24
112300343	08/24/2022	66025	Arvest				$59.98
112300344	08/24/2022	572	US FOODSERVICE INC.				$9,869.25
112300345	08/24/2022	66025	Arvest				$18.64
112300346	08/24/2022	88	CHICKASHA CHAMBER OF COM				$300.00
112300347	08/24/2022	18	ALERT SERVICES INC				$1,844.00
112300348	08/24/2022	2516	DOC SAVAGE SUPPLY				$1,583.72
112300349	08/24/2022	4063	Chickasha Pit Stop LLC				$108.69

Chickasha Public Schools

Payment Register

Options: Year: 2022-2023, Fund: GEN FUND-FOR OP, Date Range: 7/1/2022 - 6/30/2023, Payment Range: 112300129 - 112300384, Print Payroll Payments: False, Print Details: False

Payment No	Date	Vendor No	Vendor	Type	Date Voided	Void Amount	Amount
112300350	08/24/2022	65770	Interstate Billing Servie				$461.60
112300351	08/24/2022	66712	Leon Malone				$170.90
112300352	08/31/2022	7430	LEXIA LEARNING SYSTEMS LLC				$23,400.00
112300353	08/31/2022	66025	Arvest				$148.95
112300354	08/31/2022	360	NORGE WATER & SEWER CO., IN				$174.15
112300355	08/31/2022	5351	MARY WHITE				$5,395.00
112300356	08/31/2022	3327	NIKKI KECK				$140.00
112300357	08/31/2022	6050	AFPLANSERVICE				$6.00
112300358	08/31/2022	3026	RICHARD'S PRINTING				$776.77
112300359	08/31/2022	66471	Interquest Detection Canines				$275.00
112300360	08/31/2022	66460	Holt Truck Centers of Oklahoma,				$174.93
112300361	08/31/2022	3672	EXPRESS TIRE, BRAKE, &				$19.00
112300362	08/31/2022	66	BRANDT'S ACE HARDWARE				$513.73
112300363	08/31/2022	4033	MARSHALL AUTO PARTS				$410.26
112300364	08/31/2022	446	ROSS SEED COMPANY				$56.61
112300365	08/31/2022	66568	BRADY INDUSTRIES OF NEVADA L				$134.95
112300366	08/31/2022	65686	Hwy 81 Tire & Auto LLC				$25.00
112300367	08/31/2022	65950	Waller Ice LLC				$112.72
112300368	08/31/2022	66025	Arvest				$683.37
112300369	08/31/2022	66025	Arvest				$39.99
112300370	08/31/2022	75328	ATWOODS				$30.95
112300371	08/31/2022	446	ROSS SEED COMPANY				$59.98
112300372	08/31/2022	572	US FOODSERVICE INC.				$9,847.23
112300373	08/31/2022	2257	HILAND DAIRY FOODS COMPANY				$9,496.98
112300374	08/31/2022	66025	Arvest				$42.90
112300375	08/31/2022	88	CHICKASHA CHAMBER OF COM				$350.00
112300376	08/31/2022	66700	Riverside Insights				$1,250.70
112300377	08/31/2022	66025	Arvest				$40.59
112300378	08/31/2022	66025	Arvest				$10.65
112300379	08/31/2022	2516	DOC SAVAGE SUPPLY				$988.84
112300380	08/31/2022	66025	Arvest				$29.80
112300381	08/31/2022	65618	N2Y, LLC				$4,769.73
112300382	08/31/2022	418	AMERICAN ELECTRIC POWER				$6,358.83
112300383	08/31/2022	66722	ODP Business Solution, LLC				$320.51
112300384	08/31/2022	66566	Cowboy Express Fuel LLC				$17,321.29
					Non-Payroll Total:		**$748,494.46**
					Payroll Total:		**$372,166.90**
					Balance Foward:		**$990,181.06**
					Total:		**$2,110,842.42**

Chickasha Public Schools

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 38 - 9999, Fund Codes: 21

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
21	38	08/05/2022	4357	INDUSTRY SYSTEMS, INC.	Servers for Lincoln	8,100.00
21	39	08/12/2022	66605	Carl Brandon Bickerstaff	LAwn Mower	12,000.00
21	40	08/11/2022	66577	SIMONIZE SPORTS FIELD SERVICES LLC.	SOFTBALL FIELDS	500.00
21	41	08/11/2022	66183	Blackmon Mooring	MOLD HVAC CLEANUP AT HIGH SCHOOL	35,000.00
21	43	08/18/2022	6352	A & C FIRE EXTINGUISHER INC.	HALOTRON FIRE EXTINGUISHERS	2,500.00
21	44	08/16/2022	4199	C & D CONCRETE	CONCRETE WORK-ATHLETICS	5,250.00
21	46	08/25/2022	1071	CITY OF CHICKASHA	Water for district	149,105.92
21	47	08/29/2022	97	CHICKASHA LUMBER COMPANY	DISTRICT WIDE USE- REPLACE AND REPAIR	7,000.00
21	48	08/29/2022	312	LOCKE SUPPLY	DISTRICT WIDE USE-PLUMBING, ELECTRICIAL	25,000.00
21	49	08/29/2022	446	ROSS SEED COMPANY	DISTRICT WIDE USE-MISC	4,000.00
21	50	08/29/2022	66186	Waxie's Enterprises, LLC	DISTRICT WIDE USE- SUPPLIES	35,000.00
21	51	08/29/2022	4336	Grady County Election Board	Ballot Printing Costs	1,282.50

Non-Payroll Total:	**$284,738.42**
Payroll Total:	**$0.00**
Balance Forward:	**$0.00**
Report Total:	**$284,738.42**

Chickasha Public Schools

Payment Register

Options: Year: 2022-2023, Fund: Building, Date Range: 7/1/2022 - 6/30/2023, Payment Range: 212300009 - 212300028, Print Payroll Payments: False, Print Details: False

Payment No	Date	Vendor No	Vendor	Type	Date Voided	Void Amount	Amount
212300009	08/08/2022	468	SHERWIN WILLIAMS				$991.70
212300010	08/08/2022	6224	ALL AMERICAN HOME CENTER				$12,790.00
212300011	08/08/2022	66384	Tru Technologies				$187.50
212300012	08/08/2022	6224	ALL AMERICAN HOME CENTER				$2,359.80
212300013	08/12/2022	66605	Carl Brandon Bickerstaff				$12,000.00
212300014	08/17/2022	66048	Exterior Solutions Group, LLC AN				$20,500.00
212300015	08/17/2022	38	CENTERPOINT ENERGY ARKLA				$1,732.25
212300016	08/17/2022	4357	INDUSTRY SYSTEMS, INC.				$8,100.00
212300017	08/17/2022	66183	Blackmon Mooring				$35,000.00
212300018	08/19/2022	4199	C & D CONCRETE				$5,250.00
212300019	08/24/2022	7443	Alert 360				$824.00
212300020	08/24/2022	605	P & K Equipment, INC				$26.24
212300021	08/24/2022	66577	SIMONIZE SPORTS FIELD SERVICE				$500.00
212300022	08/31/2022	468	SHERWIN WILLIAMS				$46.47
212300023	08/31/2022	605	P & K Equipment, INC				$153.03
212300024	08/31/2022	1071	CITY OF CHICKASHA				$6,740.19
212300025	08/31/2022	97	CHICKASHA LUMBER COMPANY				$463.02
212300026	08/31/2022	312	LOCKE SUPPLY				$1,022.10
212300027	08/31/2022	66186	Waxie's Enterprises, LLC				$943.79
212300028	08/31/2022	4336	Grady County Election Board				$1,282.50
					Non-Payroll Total:		**$110,912.59**
					Payroll Total:		**$0.00**
					Balance Foward:		**$230,269.91**
					Total:		**$341,182.50**

Chickasha Public Schools

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 8 - 9999, Fund Codes: 32

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
32	8	08/31/2022	66025	Arvest	TV's for classrooms	8,129.70

Non-Payroll Total:	**$8,129.70**
Payroll Total:	**$0.00**
Balance Forward:	**$0.00**
Report Total:	**$8,129.70**

Chickasha Public Schools

Payment Register

Options: Year: 2022-2023, Fund: 2021 Bond Fund, Date Range: 7/1/2022 - 6/30/2023, Payment Range: 322300002 - 322300002, Print Payroll Payments: False, Print Details: False

Payment No	Date	Vendor No	Vendor	Type	Date Voided	Void Amount	Amount
322300002	08/17/2022	66025	Arvest				$1,949.00

Non-Payroll Total:	**$1,949.00**
Payroll Total:	**$0.00**
Balance Foward:	**$4,177.76**
Total:	**$6,126.76**

Chickasha Public Schools

Payment Register

Options: Year: 2022-2023, Fund: 2022 Bond Fund, Date Range: 7/1/2022 - 6/30/2023, Payment Range: 332300002 - 332300002, Print Payroll Payments: False, Print Details: False

Payment No	Date	Vendor No	Vendor	Type	Date Voided	Void Amount	Amount
332300002	08/17/2022	4138	BANCFIRST				$5,165,160.30
					Non-Payroll Total:		**$5,165,160.30**
					Payroll Total:		**$0.00**
					Balance Foward:		**$300.00**
					Total:		**$5,165,460.30**

Chickasha Public Schools

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 2 - 9999, Fund Codes: 33

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
33	2	07/01/2022	4138	BANCFIRST	Lease Revenue Series A&B	5,165,160.30
					Non-Payroll Total:	**$5,165,160.30**
					Payroll Total:	**$0.00**
					Balance Forward:	**$0.00**
					Report Total:	**$5,165,160.30**

Chickasha Public Schools

Payment Register

Options: Year: 2022-2023, Fund: Sinking, Date Range: 7/1/2022 - 6/30/2023, Payment Range: 412300001 - 412300001, Print Payroll Payments: False, Print Details: False

Payment No	Date	Vendor No	Vendor	Type	Date Voided	Void Amount	Amount
412300001	07/01/2022	7517	UMB -WIRE TRANSFER				$2,461,815.00

Non-Payroll Total:	**$2,461,815.00**
Payroll Total:	**$0.00**
Balance Foward:	**$0.00**
Total:	**$2,461,815.00**

Chickasha Public Schools

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 3 - 9999, Fund Codes: 60

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
60	3	08/23/2022	75571	UNIVERSITY OF CENTRAL OKLAHOMA	Faith Terry	1,500.00

Non-Payroll Total:	**$1,500.00**
Payroll Total:	**$0.00**
Balance Forward:	**$0.00**
Report Total:	**$1,500.00**

Chickasha Public Schools

Payment Register

Options: Year: 2022-2023, Fund: BJ Clack Scholarships, Date Range: 7/1/2022 - 6/30/2023, Payment Range: 602300003 - 602300003, Print Payroll Payments: False, Print Details: False

Payment No	Date	Vendor No	Vendor	Type	Date Voided	Void Amount	Amount
602300003	07/28/2022	75571	UNIVERSITY OF CENTRAL OKLAH				$1,250.00

Non-Payroll Total:	**$1,250.00**
Payroll Total:	**$0.00**
Balance Foward:	**$8,375.00**
Total:	**$9,625.00**

Chickasha Public Schools

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 28 - 9999, Fund Codes: 61

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
61	28	08/15/2022	75781	WING T'S	11496	434.00
61	29	08/15/2022	75511	ROCHESTER 100 INC.	028313	870.00
61	30	08/15/2022	75781	WING T'S	11518	16.00
61	31	08/15/2022	66025	Arvest	Wal-BW080422	262.68
61	32	08/15/2022	66025	Arvest	Wal-MS080422	77.22
61	33	08/15/2022	75456	OZARKA / EUREKA WATER	31391208/0910500/SC050490	43.99
61	34	08/15/2022	66025	Arvest	Dominos-GR080522	42.00
61	35	08/15/2022	66025	Arvest	TacoBell-GR080322	86.00
61	36	08/15/2022	75195	EDUCATIONAL TESTING SERVICES	OM20247615	110.00
61	37	08/15/2022	75195	EDUCATIONAL TESTING SERVICES	OM20249938	55.00
61	38	08/15/2022	66025	Arvest	Wal-GR080822	98.14
61	39	08/15/2022	66025	Arvest	Wal-HS080522	53.28
61	40	08/15/2022	66025	Arvest	Wal-HS080222	16.48
61	41	08/15/2022	66025	Arvest	Amazon-HS080322	27.99
61	42	08/15/2022	66025	Arvest	PizXpress-GR080122	47.94
61	43	08/15/2022	66025	Arvest	JungleIce-HS080522	115.50
61	44	08/15/2022	6000	CHICKASHA PUBLIC SCHOOLS	BW Daycare June & July Salaries	15,151.53
61	45	08/15/2022	66025	Arvest	Wal-BW081022	115.02
61	46	08/15/2022	66025	Arvest	Paradise-HS081022	64.90
61	47	08/15/2022	75781	WING T'S	11484	1,062.00
61	48	08/15/2022	66025	Arvest	Amazon-HS080322-2	21.89
61	49	08/15/2022	66025	Arvest	Amazon-ABE0801&080222	659.50
61	50	08/15/2022	66025	Arvest	Amazon-ABE081022	60.08
61	51	08/15/2022	75195	EDUCATIONAL TESTING SERVICES	OM20251973	110.00
61	52	08/31/2022	1429	OTC BRANDS INC	718650324-01	183.97
61	53	08/31/2022	89070	OKLAHOMA TAX COMMISSION	Registration Fees	37.00
61	54	08/31/2022	66025	Arvest	Admin Retreat	1,098.51
61	55	08/31/2022	66025	Arvest	Adm-Amazon 7.26.22	41.98
61	56	08/31/2022	66025	Arvest	HS-Wal081122	91.34
61	57	08/31/2022	75195	EDUCATIONAL TESTING SERVICES	OM20250571	110.00
61	58	08/31/2022	66025	Arvest	BW-Wal-081522	7.95
61	59	08/31/2022	66763	Kendall Bratt	Refund on Daycare	54.00
61	60	08/31/2022	66025	Arvest	HS-OKFair-081522	697.00
61	61	08/31/2022	3026	RICHARD'S PRINTING	54521	32.50
61	62	08/31/2022	66486	Patricia Barcenas	3895-2 & 3895-3	50.00
61	63	08/31/2022	75159	IMPERIAL COFFEE	2878:031207	36.85
61	64	08/31/2022	66025	Arvest	HS-Wal-081722	15.45
61	65	08/31/2022	66025	Arvest	GR-Amazon-080522	214.54
61	66	08/31/2022	66025	Arvest	GR-Amazon-081022	86.60
61	67	08/31/2022	66025	Arvest	GR-Amazon-080922	203.93
61	68	08/31/2022	66025	Arvest	BW-Amazon-081122	199.97
61	69	08/31/2022	66025	Arvest	HS-Wal-081322	44.43
61	70	08/31/2022	66025	Arvest	GR-Mardel-082022	106.39
61	71	08/31/2022	66025	Arvest	ABE-Amazon-080122	50.46
61	72	08/31/2022	66025	Arvest	BW-Amazon-081122	66.28

Chickasha Public Schools

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 28 - 9999, Fund Codes: 61

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
61	73	08/31/2022	66025	Arvest	Amazon-BW082422	7.99
61	74	09/01/2022	340	NASSP	9001580325	385.00
61	75	09/01/2022	66025	Arvest	Amazon-HS082222	41.98
61	76	09/01/2022	66025	Arvest	Charleston-ADM082522	315.19
61	77	09/01/2022	66025	Arvest	Wal-MS082822	798.00
61	78	09/01/2022	66025	Arvest	TulsaFair-HS082622	2,745.00
61	79	09/01/2022	6488	COMANCHE PUBLIC SCHOOLS	FFA#07	220.00
61	80	09/01/2022	6715	FREDERICK PUBLIC SCHOOLS	FFA#01	690.00
61	81	09/01/2022	66025	Arvest	JungleIce-HS082822	411.95
61	82	09/01/2022	75197	OFFICE DEPOT	258996611001	52.78
61	83	09/01/2022	1598	JOSTENS, INC	1311400	2,665.74
61	84	09/01/2022	66025	Arvest	Amozon-GR082322	175.68
61	85	09/01/2022	66025	Arvest	Wal-GR082822	73.87
61	86	09/01/2022	66025	Arvest	Wal-GR082922	166.26
61	87	09/01/2022	66025	Arvest	Amazon-GR082522	53.24
61	88	09/01/2022	4052	APACHE FARMERS CO-OP	31659	131.32
61	89	09/01/2022	4052	APACHE FARMERS CO-OP	31749	88.00
61	90	09/01/2022	66025	Arvest	Amazon-HS082322	47.72

Non-Payroll Total:	**$32,100.01**
Payroll Total:	**$0.00**
Balance Forward:	**$0.00**
Report Total:	**$32,100.01**

Chickasha Public Schools

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 28 - 9999, Fund Codes: 61

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
61	28	08/15/2022	75781	WING T'S	11496	434.00
61	29	08/15/2022	75511	ROCHESTER 100 INC.	028313	870.00
61	30	08/15/2022	75781	WING T'S	11518	16.00
61	31	08/15/2022	66025	Arvest	Wal-BW080422	262.68
61	32	08/15/2022	66025	Arvest	Wal-MS080422	77.22
61	33	08/15/2022	75456	OZARKA / EUREKA WATER	31391208/0910500/SC050490	43.99
61	34	08/15/2022	66025	Arvest	Dominos-GR080522	42.00
61	35	08/15/2022	66025	Arvest	TacoBell-GR080322	86.00
61	36	08/15/2022	75195	EDUCATIONAL TESTING SERVICES	OM20247615	110.00
61	37	08/15/2022	75195	EDUCATIONAL TESTING SERVICES	OM20249938	55.00
61	38	08/15/2022	66025	Arvest	Wal-GR080822	98.14
61	39	08/15/2022	66025	Arvest	Wal-HS080522	53.28
61	40	08/15/2022	66025	Arvest	Wal-HS080222	16.48
61	41	08/15/2022	66025	Arvest	Amazon-HS080322	27.99
61	42	08/15/2022	66025	Arvest	PizXpress-GR080122	47.94
61	43	08/15/2022	66025	Arvest	JungleIce-HS080522	115.50
61	44	08/15/2022	6000	CHICKASHA PUBLIC SCHOOLS	BW Daycare June & July Salaries	15,151.53
61	45	08/15/2022	66025	Arvest	Wal-BW081022	115.02
61	46	08/15/2022	66025	Arvest	Paradise-HS081022	64.90
61	47	08/15/2022	75781	WING T'S	11484	1,062.00
61	48	08/15/2022	66025	Arvest	Amazon-HS080322-2	21.89
61	49	08/15/2022	66025	Arvest	Amazon-ABE0801&080222	659.50
61	50	08/15/2022	66025	Arvest	Amazon-ABE081022	60.08
61	51	08/15/2022	75195	EDUCATIONAL TESTING SERVICES	OM20251973	110.00
61	52	08/31/2022	1429	OTC BRANDS INC	718650324-01	183.97
61	53	08/31/2022	89070	OKLAHOMA TAX COMMISSION	Registration Fees	37.00
61	54	08/31/2022	66025	Arvest	Admin Retreat	1,098.51
61	55	08/31/2022	66025	Arvest	Adm-Amazon 7.26.22	41.98
61	56	08/31/2022	66025	Arvest	HS-Wal081122	91.34
61	57	08/31/2022	75195	EDUCATIONAL TESTING SERVICES	OM20250571	110.00
61	58	08/31/2022	66025	Arvest	BW-Wal-081522	7.95
61	59	08/31/2022	66763	Kendall Bratt	Refund on Daycare	54.00
61	60	08/31/2022	66025	Arvest	HS-OKFair-081522	697.00
61	61	08/31/2022	3026	RICHARD'S PRINTING	54521	32.50
61	62	08/31/2022	66486	Patricia Barcenas	3895-2 & 3895-3	50.00
61	63	08/31/2022	75159	IMPERIAL COFFEE	2878:031207	36.85
61	64	08/31/2022	66025	Arvest	HS-Wal-081722	15.45
61	65	08/31/2022	66025	Arvest	GR-Amazon-080522	214.54
61	66	08/31/2022	66025	Arvest	GR-Amazon-081022	86.60
61	67	08/31/2022	66025	Arvest	GR-Amazon-080922	203.93
61	68	08/31/2022	66025	Arvest	BW-Amazon-081122	199.97
61	69	08/31/2022	66025	Arvest	HS-Wal-081322	44.43
61	70	08/31/2022	66025	Arvest	GR-Mardel-082022	106.39
61	71	08/31/2022	66025	Arvest	ABE-Amazon-080122	50.46
61	72	08/31/2022	66025	Arvest	BW-Amazon-081122	66.28

Chickasha Public Schools

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 28 - 9999, Fund Codes: 61

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
61	73	08/31/2022	66025	Arvest	Amazon-BW082422	7.99
61	74	09/01/2022	340	NASSP	9001580325	385.00
61	75	09/01/2022	66025	Arvest	Amazon-HS082222	41.98
61	76	09/01/2022	66025	Arvest	Charleston-ADM082522	315.19
61	77	09/01/2022	66025	Arvest	Wal-MS082822	798.00
61	78	09/01/2022	66025	Arvest	TulsaFair-HS082622	2,745.00
61	79	09/01/2022	6488	COMANCHE PUBLIC SCHOOLS	FFA#07	220.00
61	80	09/01/2022	6715	FREDERICK PUBLIC SCHOOLS	FFA#01	690.00
61	81	09/01/2022	66025	Arvest	JungleIce-HS082822	411.95
61	82	09/01/2022	75197	OFFICE DEPOT	258996611001	52.78
61	83	09/01/2022	1598	JOSTENS, INC	1311400	2,665.74
61	84	09/01/2022	66025	Arvest	Amozon-GR082322	175.68
61	85	09/01/2022	66025	Arvest	Wal-GR082822	73.87
61	86	09/01/2022	66025	Arvest	Wal-GR082922	166.26
61	87	09/01/2022	66025	Arvest	Amazon-GR082522	53.24
61	88	09/01/2022	4052	APACHE FARMERS CO-OP	31659	131.32
61	89	09/01/2022	4052	APACHE FARMERS CO-OP	31749	88.00
61	90	09/01/2022	66025	Arvest	Amazon-HS082322	47.72

Non-Payroll Total:	**$32,100.01**
Payroll Total:	**$0.00**
Balance Forward:	**$0.00**
Report Total:	**$32,100.01**

Chickasha Public Schools

Payment Register

Options: Year: 2022-2023, Fund: ACTIVITY FUND, Date Range: 7/1/2022 - 6/30/2023, Payment Range: 612300016 - 612300100, Print Payroll Payments: False, Print Details: False

Payment No	Date	Vendor No	Vendor	Type	Date Voided	Void Amount	Amount
612300016	08/08/2022	66025	Arvest				$7.23
612300017	08/08/2022	66025	Arvest				$5,767.02
612300018	08/08/2022	66025	Arvest				$114.50
612300019	08/08/2022	66025	Arvest				$82.86
612300020	08/08/2022	66025	Arvest				$201.54
612300021	08/08/2022	66025	Arvest				$140.32
612300022	08/08/2022	3861	AMAZON CREDIT PLAN				$243.87
612300023	08/08/2022	66025	Arvest				$86.30
612300024	08/08/2022	66025	Arvest				$76.31
612300025	08/08/2022	66025	Arvest				$152.50
612300026	08/08/2022	6000	CHICKASHA PUBLIC SCHOOLS				$1,692.80
612300027	08/17/2022	66025	Arvest				$385.00
612300028	08/17/2022	75781	WING T'S				$434.00
612300029	08/17/2022	75511	ROCHESTER 100 INC.				$870.00
612300030	08/17/2022	75781	WING T'S				$16.00
612300031	08/17/2022	66025	Arvest				$262.68
612300032	08/17/2022	66025	Arvest				$77.22
612300033	08/17/2022	75456	OZARKA / EUREKA WATER				$43.99
612300034	08/17/2022	66025	Arvest				$42.00
612300035	08/17/2022	66025	Arvest				$86.00
612300036	08/17/2022	75195	EDUCATIONAL TESTING SERVICES				$110.00
612300037	08/17/2022	75195	EDUCATIONAL TESTING SERVICES				$55.00
612300038	08/17/2022	66025	Arvest				$98.14
612300039	08/17/2022	66025	Arvest				$53.28
612300040	08/17/2022	66025	Arvest				$16.48
612300041	08/17/2022	66025	Arvest				$27.99
612300042	08/17/2022	66025	Arvest				$47.94
612300043	08/17/2022	66025	Arvest				$115.50
612300044	08/17/2022	6000	CHICKASHA PUBLIC SCHOOLS				$15,151.53
612300045	08/17/2022	66025	Arvest				$115.02
612300046	08/17/2022	66025	Arvest				$64.90
612300047	08/17/2022	75781	WING T'S				$1,062.00
612300048	08/17/2022	66025	Arvest				$21.89
612300049	08/17/2022	66025	Arvest				$659.50
612300050	08/17/2022	66025	Arvest				$60.08
612300051	08/17/2022	75195	EDUCATIONAL TESTING SERVICES				$110.00
612300052	09/01/2022	1429	OTC BRANDS INC				$183.97
612300053	09/01/2022	89070	OKLAHOMA TAX COMMISSION				$37.00
612300054	09/01/2022	66025	Arvest				$1,098.51
612300055	09/01/2022	66025	Arvest				$41.98
612300056	09/01/2022	66025	Arvest				$91.34
612300057	09/01/2022	75195	EDUCATIONAL TESTING SERVICES				$110.00
612300058	09/01/2022	66025	Arvest				$7.95
612300059	09/01/2022	66763	Kendall Bratt				$54.00
612300060	09/01/2022	66025	Arvest				$697.00
612300061	09/01/2022	3026	RICHARD'S PRINTING				$32.50
612300062	09/01/2022	66486	Patricia Barcenas				$50.00
612300063	09/01/2022	75159	IMPERIAL COFFEE				$36.85
612300064	09/01/2022	66025	Arvest				$15.45

Chickasha Public Schools

Payment Register

Options: Year: 2022-2023, Fund: ACTIVITY FUND, Date Range: 7/1/2022 - 6/30/2023, Payment Range: 612300016 - 612300100, Print Payroll Payments: False, Print Details: False

Payment No	Date	Vendor No	Vendor	Type	Date Voided	Void Amount	Amount
612300065	09/01/2022	66025	Arvest				$214.54
612300066	09/01/2022	66025	Arvest				$86.60
612300067	09/01/2022	66025	Arvest				$203.93
612300068	09/01/2022	66025	Arvest				$199.97
612300069	09/01/2022	66025	Arvest				$44.43
612300070	09/01/2022	66025	Arvest				$106.39
612300071	09/01/2022	66025	Arvest				$50.46
612300072	09/01/2022	66025	Arvest				$66.28
612300073	09/01/2022	66025	Arvest				$7.99
612300074	09/01/2022	340	NASSP				$385.00
612300075	09/01/2022	66025	Arvest				$41.98
612300076	09/01/2022	66025	Arvest				$315.19
612300077	09/01/2022	66025	Arvest				$798.00
612300078	09/01/2022	66025	Arvest				$2,745.00
612300079	09/01/2022	6488	COMANCHE PUBLIC SCHOOLS				$220.00
612300080	09/01/2022	6715	FREDERICK PUBLIC SCHOOLS				$690.00
612300081	09/01/2022	66025	Arvest				$411.95
612300082	09/01/2022	75197	OFFICE DEPOT				$52.78
612300083	09/01/2022	1598	JOSTENS, INC				$2,665.74
612300084	09/01/2022	66025	Arvest				$175.68
612300085	09/01/2022	66025	Arvest				$73.87
612300086	09/01/2022	66025	Arvest				$166.26
612300087	09/01/2022	66025	Arvest				$53.24
612300088	09/01/2022	4052	APACHE FARMERS CO-OP				$131.32
612300089	09/01/2022	4052	APACHE FARMERS CO-OP				$88.00
612300090	09/01/2022	66025	Arvest				$47.72

Non-Payroll Total:	**$41,050.26**
Payroll Total:	**$0.00**
Balance Foward:	**$1,273.95**
Total:	**$42,324.21**

Chickasha Public Schools

Payment Register

Options: Year: 2022-2023, Fund: ACTIVITY FUND, Date Range: 7/1/2022 - 6/30/2023, Payment Range: 612300016 - 612300100, Print Payroll Payments: False, Print Details: False

Payment No	Date	Vendor No	Vendor	Type	Date Voided	Void Amount	Amount
612300016	08/08/2022	66025	Arvest				$7.23
612300017	08/08/2022	66025	Arvest				$5,767.02
612300018	08/08/2022	66025	Arvest				$114.50
612300019	08/08/2022	66025	Arvest				$82.86
612300020	08/08/2022	66025	Arvest				$201.54
612300021	08/08/2022	66025	Arvest				$140.32
612300022	08/08/2022	3861	AMAZON CREDIT PLAN				$243.87
612300023	08/08/2022	66025	Arvest				$86.30
612300024	08/08/2022	66025	Arvest				$76.31
612300025	08/08/2022	66025	Arvest				$152.50
612300026	08/08/2022	6000	CHICKASHA PUBLIC SCHOOLS				$1,692.80
612300027	08/17/2022	66025	Arvest				$385.00
612300028	08/17/2022	75781	WING T'S				$434.00
612300029	08/17/2022	75511	ROCHESTER 100 INC.				$870.00
612300030	08/17/2022	75781	WING T'S				$16.00
612300031	08/17/2022	66025	Arvest				$262.68
612300032	08/17/2022	66025	Arvest				$77.22
612300033	08/17/2022	75456	OZARKA / EUREKA WATER				$43.99
612300034	08/17/2022	66025	Arvest				$42.00
612300035	08/17/2022	66025	Arvest				$86.00
612300036	08/17/2022	75195	EDUCATIONAL TESTING SERVICES				$110.00
612300037	08/17/2022	75195	EDUCATIONAL TESTING SERVICES				$55.00
612300038	08/17/2022	66025	Arvest				$98.14
612300039	08/17/2022	66025	Arvest				$53.28
612300040	08/17/2022	66025	Arvest				$16.48
612300041	08/17/2022	66025	Arvest				$27.99
612300042	08/17/2022	66025	Arvest				$47.94
612300043	08/17/2022	66025	Arvest				$115.50
612300044	08/17/2022	6000	CHICKASHA PUBLIC SCHOOLS				$15,151.53
612300045	08/17/2022	66025	Arvest				$115.02
612300046	08/17/2022	66025	Arvest				$64.90
612300047	08/17/2022	75781	WING T'S				$1,062.00
612300048	08/17/2022	66025	Arvest				$21.89
612300049	08/17/2022	66025	Arvest				$659.50
612300050	08/17/2022	66025	Arvest				$60.08
612300051	08/17/2022	75195	EDUCATIONAL TESTING SERVICES				$110.00
612300052	09/01/2022	1429	OTC BRANDS INC				$183.97
612300053	09/01/2022	89070	OKLAHOMA TAX COMMISSION				$37.00
612300054	09/01/2022	66025	Arvest				$1,098.51
612300055	09/01/2022	66025	Arvest				$41.98
612300056	09/01/2022	66025	Arvest				$91.34
612300057	09/01/2022	75195	EDUCATIONAL TESTING SERVICES				$110.00
612300058	09/01/2022	66025	Arvest				$7.95
612300059	09/01/2022	66763	Kendall Bratt				$54.00
612300060	09/01/2022	66025	Arvest				$697.00
612300061	09/01/2022	3026	RICHARD'S PRINTING				$32.50
612300062	09/01/2022	66486	Patricia Barcenas				$50.00
612300063	09/01/2022	75159	IMPERIAL COFFEE				$36.85
612300064	09/01/2022	66025	Arvest				$15.45

Chickasha Public Schools

Payment Register

Options: Year: 2022-2023, Fund: ACTIVITY FUND, Date Range: 7/1/2022 - 6/30/2023, Payment Range: 612300016 - 612300100, Print Payroll Payments: False, Print Details: False

Payment No	Date	Vendor No	Vendor	Type	Date Voided	Void Amount	Amount
612300065	09/01/2022	66025	Arvest				$214.54
612300066	09/01/2022	66025	Arvest				$86.60
612300067	09/01/2022	66025	Arvest				$203.93
612300068	09/01/2022	66025	Arvest				$199.97
612300069	09/01/2022	66025	Arvest				$44.43
612300070	09/01/2022	66025	Arvest				$106.39
612300071	09/01/2022	66025	Arvest				$50.46
612300072	09/01/2022	66025	Arvest				$66.28
612300073	09/01/2022	66025	Arvest				$7.99
612300074	09/01/2022	340	NASSP				$385.00
612300075	09/01/2022	66025	Arvest				$41.98
612300076	09/01/2022	66025	Arvest				$315.19
612300077	09/01/2022	66025	Arvest				$798.00
612300078	09/01/2022	66025	Arvest				$2,745.00
612300079	09/01/2022	6488	COMANCHE PUBLIC SCHOOLS				$220.00
612300080	09/01/2022	6715	FREDERICK PUBLIC SCHOOLS				$690.00
612300081	09/01/2022	66025	Arvest				$411.95
612300082	09/01/2022	75197	OFFICE DEPOT				$52.78
612300083	09/01/2022	1598	JOSTENS, INC				$2,665.74
612300084	09/01/2022	66025	Arvest				$175.68
612300085	09/01/2022	66025	Arvest				$73.87
612300086	09/01/2022	66025	Arvest				$166.26
612300087	09/01/2022	66025	Arvest				$53.24
612300088	09/01/2022	4052	APACHE FARMERS CO-OP				$131.32
612300089	09/01/2022	4052	APACHE FARMERS CO-OP				$88.00
612300090	09/01/2022	66025	Arvest				$47.72

Non-Payroll Total:	**$41,050.26**
Payroll Total:	**$0.00**
Balance Foward:	**$1,273.95**
Total:	**$42,324.21**

Chickasha Public Schools

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 28 - 9999, Fund Codes: 62

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
62	28	08/15/2022	66095	Ramon Booker	Official VB vs SW 8.11.22	55.00
62	29	08/15/2022	5942	STEVEN BLANSETT	Official VB vs SW 8.11.22	90.00
62	30	08/15/2022	89850	JOSEPH C. FOUST	Official MS SB vs Kingfisher 8.9.22	115.00
62	31	08/15/2022	4700	TERRY JONES	Official MS SB vs Kingfisher 8.9.22	115.00
62	32	08/15/2022	66094	R.D.. Robnett III	Official MS SB vs Minco 8.11.22	80.00
62	33	08/15/2022	66364	Maddie Wyant	Official MS SB vs Minco 8.11.22	80.00
62	34	08/15/2022	66069	STACY L KNIGHT	Refund on CDL	219.00
62	35	08/15/2022	66025	Arvest	TexasRoad-ATH072522	19.03
62	36	08/15/2022	4852	INDIAN NATION WHOLESALE	7615844	96.61
62	37	08/15/2022	4055	DR PEPPER	115233	115.20
62	38	08/15/2022	66025	Arvest	Wal/Loves/Sams-Ath 081022	194.58
62	39	08/15/2022	66025	Arvest	Wal/ChickExp-Ath080222	95.60
62	40	08/15/2022	6000	CHICKASHA PUBLIC SCHOOLS	Repayment to Ag on Atwoods020922	71.72
62	41	08/15/2022	1129	OKLAHOMA COACHES ASSN.	OCA cards-see attached	2,275.00
62	42	08/15/2022	66025	Arvest	Loves-Ath081122	25.00
62	43	08/18/2022	66611	Carol Chappell	Official MS SB vs Bridge Creek 8.15.22	100.00
62	44	08/18/2022	66094	R.D.. Robnett III	Official MS SB vs Bridge Creek 8.15.22	100.00
62	45	08/18/2022	72	Petty Cash Athletics	Beg Change USAO VB Tourn 8.19-8.20	600.00
62	46	08/18/2022	72	Petty Cash Athletics	Beg Change MS-HS VB vs Clinton 8.23.22	1,100.00
62	47	08/18/2022	72	Petty Cash Athletics	Beg Change HS VB vs OK School for Deaf 8.30.22	1,100.00
62	48	08/19/2022	60431	Candice Mathis	Official HS VB vs SFS 8.18.22	125.00
62	49	08/19/2022	90397	TY THOMPSON	Official HS VB vs SFS 8.18.22	90.00
62	50	08/22/2022	72	Petty Cash Athletics	Beg Change HS SB vs Blanchard 8.22.22	600.00
62	51	08/22/2022	72	Petty Cash Athletics	Beg Change MS SB vs Blanchard 8.22.22	600.00
62	52	08/22/2022	72	Petty Cash Athletics	Beg Change MS SB vs Elgin 8.23.22	600.00
62	53	08/22/2022	72	Petty Cash Athletics	Beg Change MS SB Tourn 8.26.22	2,000.00
62	54	08/24/2022	66716	Steve Bakke	Official MS/HS SB vs Blanchard 8.22.22	180.00
62	55	08/24/2022	66094	R.D.. Robnett III	Official MS/HS SB vs Blanchard 8.22.22	180.00
62	56	08/24/2022	66364	Maddie Wyant	Official MS SB vs Elgin 8.23.22	100.00
62	57	08/24/2022	66094	R.D.. Robnett III	Official MS SB vs Elgin 8.23.22	100.00
62	58	08/24/2022	90397	TY THOMPSON	Official VB vs Clinton 8.23.22	90.00
62	59	08/24/2022	60431	Candice Mathis	Official VB vs Clinton 8.23.22	125.00
62	60	08/30/2022	89850	JOSEPH C. FOUST	Official MS SB Tourn	660.00
62	61	08/30/2022	66362	Bret Caldwell	Official MS SB Tourn	275.00
62	62	08/30/2022	65524	Andy Alvarado	Official MS SB Tourn	165.00

Chickasha Public Schools

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 28 - 9999, Fund Codes: 62

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
62	63	08/30/2022	66094	R.D.. Robnett III	Official MS SB Tourn	165.00
62	64	08/30/2022	66611	Carol Chappell	Official MS SB Tourn	660.00
62	65	08/30/2022	5629	LENNY SHELTON	Official MS SB Tourn	660.00
62	66	08/30/2022	4700	TERRY JONES	Official MS SB Tourn	495.00
62	67	08/31/2022	72	Petty Cash Athletics	Beg Change HS SB vs Bethany 9.12.22	600.00
62	68	08/31/2022	72	Petty Cash Athletics	Beg Change HS FB vs Marlow 9.2.22	3,500.00
62	69	08/31/2022	72	Petty Cash Athletics	Beg Change HS SB vs Bridge Creek 9.6.22	600.00
62	70	08/31/2022	72	Petty Cash Athletics	Beg Change VB vs El Reno 9.6.22	1,100.00
62	71	08/31/2022	72	Petty Cash Athletics	Beg Change HS SB vs Cache 9.8.22	600.00
62	72	08/31/2022	72	Petty Cash Athletics	Beg Change MS SB vs Duncan 9.8.22	600.00
62	73	08/31/2022	72	Petty Cash Athletics	Beg Change VB vs Elgin 9.8.22	1,100.00
62	74	08/31/2022	72	Petty Cash Athletics	Beg Change HS VB Tourn 9.10.22	1,400.00
62	75	08/31/2022	66761	Jared Haskell	Official MS SB Tourn	220.00
62	76	08/31/2022	66082	Anissa Wortham	Official VB vs OK School for Deaf 8.30.22	125.00
62	77	08/31/2022	66762	Devona Hardaway	Official VB vs OK School for Deaf 8.30.22	90.00
62	78	09/01/2022	66025	Arvest	Wal-Ath081322	60.16
62	79	09/01/2022	66025	Arvest	BSN-Ath704&0713	2,767.32
62	80	09/01/2022	66025	Arvest	Amazon-Ath081322	479.70
62	81	09/01/2022	66025	Arvest	BSN-Ath080322	9,797.00
62	82	09/01/2022	66025	Arvest	RiverResort-Ath072722	2,143.32
62	83	09/01/2022	4852	INDIAN NATION WHOLESALE	7622290	572.30
62	84	09/01/2022	66025	Arvest	Wal-Ath082422	21.96
62	85	09/01/2022	4055	DR PEPPER	W328074	1,297.50
62	86	09/01/2022	66455	Melissa Diane Photography	002297	520.00
62	87	09/01/2022	1129	OKLAHOMA COACHES ASSN.	2023-198	585.00
62	88	09/01/2022	90037	KARI J. MOLDER	August Worker	290.00
62	89	09/01/2022	66520	Cache High School	Entry Fee-VB Tourn 8.22.22	200.00
62	90	09/01/2022	4852	INDIAN NATION WHOLESALE	7625270	583.02
62	91	09/01/2022	90412	IRMA L MOELLING	August Worker	135.00
62	92	09/01/2022	89163	BEVERLY J. DANIELS	August Worker	390.00
62	93	09/01/2022	7273	EL RENO VOLLEYBALL	Entry Fee-VB Tourn 8.20.22	225.00
62	94	09/01/2022	66732	Zorian Sports LLC	81122 James	171.00
62	95	09/01/2022	66025	Arvest	Sams&Homeland-Ath082922	691.47
62	96	09/01/2022	65986	Elite Trophies	25560	244.00
62	97	09/01/2022	4055	DR PEPPER	115427	340.00
62	98	09/01/2022	66025	Arvest	Wal-Ath083022	92.58
62	99	09/01/2022	66025	Arvest	J&W-Ath826&827	171.60
62	100	09/01/2022	66426	Vype Media	23628	1,890.00
62	101	09/01/2022	66025	Arvest	Amazon-Ath082622	115.40

Chickasha Public Schools

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 28 - 9999, Fund Codes: 62

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
					Non-Payroll Total:	**$48,235.07**
					Payroll Total:	**$0.00**
					Balance Forward:	**$0.00**
					Report Total:	**$48,235.07**

Chickasha Public Schools

Payment Register

Options: Year: 2022-2023, Fund: ATHLETIC FUND, Date Range: 7/1/2022 - 6/30/2023, Payment Range: 622300026 - 622300150, Print Payroll Payments: False, Print Details: False

Payment No	Date	Vendor No	Vendor	Type	Date Voided	Void Amount	Amount
622300026	08/08/2022	4852	INDIAN NATION WHOLESALE				$1,240.09
622300027	08/08/2022	66025	Arvest				$126.89
622300028	08/15/2022	66095	Ramon Booker				$55.00
622300029	08/15/2022	5942	STEVEN BLANSETT				$90.00
622300030	08/15/2022	89850	JOSEPH C. FOUST				$115.00
622300031	08/15/2022	4700	TERRY JONES				$115.00
622300032	08/15/2022	66094	R.D.. Robnett III				$80.00
622300033	08/15/2022	66364	Maddie Wyant				$80.00
622300034	08/17/2022	66069	STACY L KNIGHT				$219.00
622300035	08/17/2022	66025	Arvest				$19.03
622300036	08/17/2022	4852	INDIAN NATION WHOLESALE				$96.61
622300037	08/17/2022	4055	DR PEPPER				$115.20
622300038	08/17/2022	66025	Arvest				$194.58
622300039	08/17/2022	66025	Arvest				$95.60
622300040	08/17/2022	6000	CHICKASHA PUBLIC SCHOOLS				$71.72
622300041	08/17/2022	1129	OKLAHOMA COACHES ASSN.				$2,275.00
622300042	08/17/2022	66025	Arvest				$25.00
622300043	08/18/2022	66611	Carol Chappell				$100.00
622300044	08/18/2022	66094	R.D.. Robnett III				$100.00
622300045	08/18/2022	72	Petty Cash Athletics				$600.00
622300046	08/18/2022	72	Petty Cash Athletics				$1,100.00
622300047	08/18/2022	72	Petty Cash Athletics				$1,100.00
622300048	08/19/2022	60431	Candice Mathis				$125.00
622300049	08/19/2022	90397	TY THOMPSON				$90.00
622300050	08/22/2022	72	Petty Cash Athletics				$600.00
622300051	08/22/2022	72	Petty Cash Athletics				$600.00
622300052	08/22/2022	72	Petty Cash Athletics				$600.00
622300053	08/22/2022	72	Petty Cash Athletics				$2,000.00
622300054	08/24/2022	66716	Steve Bakke				$180.00
622300055	08/24/2022	66094	R.D.. Robnett III				$180.00
622300056	08/24/2022	66364	Maddie Wyant				$100.00
622300057	08/24/2022	66094	R.D.. Robnett III				$100.00
622300058	08/24/2022	90397	TY THOMPSON				$90.00
622300059	08/24/2022	60431	Candice Mathis				$125.00
622300060	08/30/2022	89850	JOSEPH C. FOUST				$660.00
622300061	08/30/2022	66362	Bret Caldwell				$275.00
622300062	08/30/2022	65524	Andy Alvarado				$165.00
622300063	08/30/2022	66094	R.D.. Robnett III				$165.00
622300064	08/30/2022	66611	Carol Chappell				$660.00
622300065	08/30/2022	5629	LENNY SHELTON				$660.00
622300066	08/30/2022	4700	TERRY JONES				$495.00
622300067	08/31/2022	72	Petty Cash Athletics				$600.00
622300068	08/31/2022	72	Petty Cash Athletics				$3,500.00
622300069	08/31/2022	72	Petty Cash Athletics				$600.00
622300070	08/31/2022	72	Petty Cash Athletics				$1,100.00
622300071	08/31/2022	72	Petty Cash Athletics				$600.00
622300072	08/31/2022	72	Petty Cash Athletics				$600.00
622300073	08/31/2022	72	Petty Cash Athletics				$1,100.00
622300074	08/31/2022	72	Petty Cash Athletics				$1,400.00

Chickasha Public Schools

Payment Register

Options: Year: 2022-2023, Fund: ATHLETIC FUND, Date Range: 7/1/2022 - 6/30/2023, Payment Range: 622300026 - 622300150, Print Payroll Payments: False, Print Details: False

Payment No	Date	Vendor No	Vendor	Type	Date Voided	Void Amount	Amount
622300075	08/31/2022	66761	Jared Haskell				$220.00
622300076	08/31/2022	66082	Anissa Wortham				$125.00
622300077	08/31/2022	66762	Devona Hardaway				$90.00
622300078	09/01/2022	66025	Arvest				$60.16
622300079	09/01/2022	66025	Arvest				$2,767.32
622300080	09/01/2022	66025	Arvest				$479.70
622300081	09/01/2022	66025	Arvest				$9,797.00
622300082	09/01/2022	66025	Arvest				$2,143.32
622300083	09/01/2022	4852	INDIAN NATION WHOLESALE				$572.30
622300084	09/01/2022	66025	Arvest				$21.96
622300085	09/01/2022	4055	DR PEPPER				$1,297.50
622300086	09/01/2022	66455	Melissa Diane Photography				$520.00
622300087	09/01/2022	1129	OKLAHOMA COACHES ASSN.				$585.00
622300088	09/01/2022	90037	KARI J. MOLDER				$290.00
622300089	09/01/2022	66520	Cache High School				$200.00
622300090	09/01/2022	4852	INDIAN NATION WHOLESALE				$583.02
622300091	09/01/2022	90412	IRMA L MOELLING				$135.00
622300092	09/01/2022	89163	BEVERLY J. DANIELS				$390.00
622300093	09/01/2022	7273	EL RENO VOLLEYBALL				$225.00
622300094	09/01/2022	66732	Zorian Sports LLC				$171.00
622300095	09/01/2022	66025	Arvest				$691.47
622300096	09/01/2022	65986	Elite Trophies				$244.00
622300097	09/01/2022	4055	DR PEPPER				$340.00
622300098	09/01/2022	66025	Arvest				$92.58
622300099	09/01/2022	66025	Arvest				$171.60
622300100	09/01/2022	66426	Vype Media				$1,890.00
622300101	09/01/2022	66025	Arvest				$115.40

Non-Payroll Total:	**$49,602.05**
Payroll Total:	**$0.00**
Balance Foward:	**$28,567.91**
Total:	**$78,169.96**

DRUG SCREEN
AGREEMENT

This Agreement made on this 1st day of August, 2022, by and between GRADY MEMORIAL HOSPITAL, AN OKLAHOMA PUBLIC TRUST, D/B/A **GRADY MEMORIAL HOSPITAL** hereinafter referred to as "FIRST PARTY", and **CHICKASHA PUBLIC SCHOOL SYSTEM** "SECOND PARTY".

WITNESSETH:

1. That said Second Party is desirous of initiating random drug screening to their students.
2. The First Party is a business that provides drug screening services and staff who perform these screens are certified in specimen collection procedures required under 49 CFR 40 federally mandated, safety sensitive drug testing.
3. The First Party has been awarded an agreement by Chickasha Public School System to provide random drug screening services by quick cup to all students that are requested to be tested. If the random, quick test is positive, a confirmation test will be performed for an additional fee. Bus Drivers will be tested randomly as well, but a Chain of Custody Confirmation Test will be performed in all cases.

- ❖ Random, Quick Cup Screen - $7.00 each
- ❖ Confirmation Test- $40.00 each

4. It is further agreed that upon failure of either Party to comply with any of the terms and conditions of this agreement, then either Party may, upon 30 days notice to, declare this agreement null and void. Either Party shall have an opportunity to cure any default within said 30-day period.

5. This Agreement supersedes all previous contracts and agreements and constitutes the entire Agreement between the parties relating to the subject matter hereof. No oral statements or prior written material not specifically incorporated herein shall be of any force and effect and no changes in or additions to this Agreement shall be recognized unless incorporated herein by amendment as provided herein, such amendments to become effective on the date stipulated in such amendments.

6. This Agreement shall commence on August 1st, 2022 and shall continue through July 1st, 2023 unless terminated sooner as provided herein. At the end of the first term, and subsequent terms thereafter, this Agreement shall automatically renew

for an additional one (1) year term unless thirty (30) days written notice is provided between the parties not to renew.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

CHICKASHA PUBLIC SCHOOL SYSTEM

Signature_____

Print Name:_____

Title:_____

GRADY MEMORIAL HOSPITAL

Signature_____

Print Name: W. Kean Spellman

Title: CEO

support@esgisoftware.com
One Pierce Place, Suite 900W
Itasca, IL 60143
Phone (443) 333-9898
Fax (866) 925-3450

Quote #	941577
Quote Prepared:	08/08/2022
Quote Expires:	11/08/2022
Prepared For:	Kathy Wenzel
State:	Oklahoma
District:	CHICKASHA
School:	BILL WALLACE EC CTR

QUOTE

Qty	Description	Notes	List Price	Disc Price	Amount
23	ESGI 12-Month License (max. 35 students)		$235.00	$224.00	$5,152.00
				Total	**$5,152.00**

ORDER FORM

Complete all required information below and send this form with your PO or check.

Purchase Order
support@esgisoftware.com
Fax: 866-925-3450

Personal or School Check
ESGI, LLC
PO Box 7410689, Chicago, IL 60674-0689

After processing, an Activation Code will be sent to the contact for distribution to teachers.

ACTIVATION CODE CONTACT (*Required)

Name: _____

Email: _____

ACCOUNTS PAYABLE CONTACT (*Required)

Phone: _____

Email: _____

If your order includes extra students, please provide the teacher name(s) and number of students so we can update the accounts.

Teacher Name	# of Students	Teacher Name	# of Students

Other Information:

Marking Period for the current school year (circle one): Semester Trimester Quarters Other

Marking Period	End Date [MM/DD/YY]	Marking Period	End Date [MM/DD/YY]
First	_ _ / _ _ / _ _	Sixth (if applicable)	_ _ / _ _ / _ _
Second	_ _ / _ _ / _ _	Seventh (if applicable)	_ _ / _ _ / _ _
Third (if applicable)	_ _ / _ _ / _ _	Eighth (if applicable)	_ _ / _ _ / _ _
Fourth (if applicable)	_ _ / _ _ / _ _	Ninth (if applicable)	_ _ / _ _ / _ _
Fifth (if applicable)	_ _ / _ _ / _ _		

parchment

Attachment D to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH PARCHMENT
RESULTING FROM SOLICITATION NO. 2650000370

The **Parchment Send Order Form** is hereby amended as set forth below and supersedes all prior documents submitted by **Parchment** or discussed by the parties.

ORDER FORM – K12 – State of Oklahoma

Member: Chickasha High School	
Effective Date (if left blank, effective date is date signed by Member below):	Initial Order Term (Months): 12
Member Contact Name: Debby Davis Member Address: 101 John P Cowen Chickasha, OK 73018 Primary Contact Phone: (405) 222 - 6550 Primary Contact Email: ddavis@chickasha.k12.ok.us P.O. Required: P.O. Number	
PARCHMENT SERVICES: ☑ Parchment Send: K12 - Multi-Credential ☑ District Records Managment	

Member, which means ("State Entity" and "Interlocal Entity") as defined in the Solicitation, hereby orders and subscribes to the Parchment Services selected on this Order Form, which is governed by and incorporates by reference, the Services Description and Fees Schedule attached hereto as Exhibit A, the Parchment Terms and Conditions attached hereto as Exhibit B, and the Service Level Agreement, attached hereto as Exhibit C (collectively, the "Agreement"), effective as of the Parchment Send Effective Date above. Capitalized terms used on this Order Form but not defined herein will have the meaning given to them in the Terms and Conditions.

The Term of this Agreement will commence on the Parchment Send Effective Date and continue for the period of time set forth as the Initial Order Term above, at which point it will automatically renew for successive one (1) year terms unless either Party provides notice of its intent not to renew at least thirty (30) days prior to the end of the then-current term.

Parchment LLC	Chickasha High School
Name: Richard Smith	Name: Debby Davis
Signature: Rick Smith	Signature: Debby Davis
Title: Vice President & CFO	Title: Principal

parchment

Date: 08 / 10 / 2022	Date: 08 / 11 / 2022

parchment

EXHIBIT A
PARCHMENT SEND – K12 – MULTI-CREDENTIAL
SERVICES DESCRIPTION AND FEE SCHEDULE

Parchment and Member agree that the Parchment Services shall be provided in accordance with the following fees and provisions. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Terms and Conditions.

1. **FEES.** The fees for the Parchment Services shall be paid to Parchment as selected below:

Under Parchment's contract with the State of Oklahoma (referred to herein as the "State") resulting from Solicitation No. 2650000370 (the "Contract"), electronic transcripts for current students are subsidized by the OSDE and are processed at no charge to the Member (school) or currently enrolled Credential Owner (student). In the event the annual subscription fee subsidized by the State is terminated or expires, currently enrolled Credential Owners will be billed the Credential request fee for the remainder of the then current Order Term. The Record request fee is $3.95. Electronic delivery of the Credential is included at no charge with each Credential request.

MEMBER SUBSCRIPTION: An annual subscription fee subsidized by the OSDE covers the transmission of unlimited Credentials for current students to Credential Recipients.

Member may select to make the Parchment Services available to Alumni or third-party Credential Requestors by checking the box below:

☒ **LEARNER PAY (Per Transaction)**: Credential Owners or that are not currently enrolled with Member (referred to as "Alumni") or other third-party Credential Requestors will be billed a Credential Request fee of **$3.95** per Credential-type other than Verifications, and **$12.00** per enrollment verification or graduation verification Credential-types. Member may also elect that currently enrolled Credential Owners will be billed a Credential Request fee of **$3.95** per Credential (all types) by selecting the appropriate option below. Electronic delivery of the Credential is included at no charge with each Credential request.

☑ **DISTRICT TRANSFER SERVICES SUBSCRIPTION**: If checked, the Member Subscription above includes the unlimited electronic request of Student Transfer Files to validated requesting institutions.

2. **Credential-Types.** Please check the box for each credential type(s) that the District would like to be configured for district records management ordering and fulfillment during the initial implementation. (Additional supported credential types can be added at a future date if desired).

☑ **Transcripts**	☐ **Academic Certificates**	☐ **Birth Certificates**
☐ **Replacement Diplomas**	☐ **Immunization Records**	☐ **Special Education Records**
☑ **Enrollment Verification Certificates**	☑ **Graduation Verification Certificates**	

3. **Payment Terms.** All payments under this Order Form are due from OSDE within forty-five (45) days of the date of the invoice sent by Parchment. Invoices are sent upon the execution of this Agreement, or as otherwise shown in this Order Form. In the event of termination under section 11.2 or 11.3 of this Agreement, Parchment shall issue a pro-rated refund for all subscription fees paid in advance for services not rendered.

4. **Participating Institutions**. Member's subscription covers requests of currently enrolled Credential Owners at the participating institutions in its district. Each participating institution shall complete Parchment's client data sheet prior to implementation and use of the Parchment Services.

5. **SURCHARGE**. Member can add a surcharge to each transcript as a method of cost recovery for some or all of Member's fees, or an auxiliary revenue source. Surcharge amounts are decided by Member and may be adjusted by them using the Parchment Send administrator interface. Parchment shall retain 20% of these surcharges actually collected by Parchment and remit to OSDE on a quarterly basis, no later than 15 days following the end of each calendar quarter provided that the amount due is more than $500. If below $500, the balance will be carried to the next quarter and paid when the amount exceeds the minimum.

6. **PRINT SERVICES**. Parchment is an electronic credential delivery system. However, Credential Owners may elect to print and mail their Credentials at the time of request, subject to additional fees. The current print and mail additional fees are listed below.

   $2.75 for U.S. domestic paper delivery (including first class postage)
   $5.25 for international paper delivery (including first class postage)

7. **TRAINING AND PROFESSIONAL DEVELOPMENT SERVICES**. If and as selected on the Order Form, Member and Parchment agree that Parchment shall provide certain on-site training services to Member as described, and for the fees, set forth in this section.

   7.1 Webinar Training. Parchment will provide a customized webinar training for Member for up to thirty (30) participants per session. Parchment will coordinate one 30-minute prep call with Member's contact to schedule the webinar training. OSDE shall pay a one-time fee of **$750** per 60 minute plus 30 minute Q&A webinar training. All fees are due within forty-five (45) days of receipt of Parchment's invoice by OSDE.

   7.2 Onsite Training (1/2 day). Parchment will provide a customized on-site training for Member for up to thirty (30) participants per session at the Member's location. Parchment will coordinate two 30-minute prep calls with Member's contact to schedule and prepare for the onsite training. OSDE will pay a one-time fee of **$1,500** per onsite training. All fees are due within forty-five (45) days of receipt of Parchment's invoice by OSDE.

   7.3 Onsite Training (Full Day). Parchment will provide one full day of customized on-site professional development training sessions, for up to twelve (12) participants per session, and two (2) sessions, or a maximum of twenty-four (24) participants per day (the "Full Day Onsite Training"). OSDE will pay a one-time fee of **$2,500** per onsite training (full day). All fees are due within forty-five (45) days of receipt of Parchment's invoice by OSDE.

8. **DESCRIPTION OF PARCHMENT SEND: K12 Multi-Credential and District Records Management**. The Parchment Services ordered and described herein shall enable Credential Owners to order and request delivery of Credentials from the Credential holding institution to Credential Recipients (referred to as "Parchment Send"). Parchment Send also provides a number of additional features and functions, including Credential retrieval and the delivery of Analytics. Subject to Member's compliance with this Agreement, Parchment will use commercially reasonable efforts to electronically deliver and/or to print and manually send Credentials to Credential Recipients. Member hereby designates Parchment as the Member's authorized provider in sending official copies of Credentials, on paper or electronically, to Credential Recipients, and agrees to provide such documents and certificates as Parchment reasonably requests, to confirm such authority to prospective Credential Recipients. The Parchment Services provides Member with several processing options, while providing a secure and intuitive online workflow for current students/alumni to request their credentials to be sent to any recipient worldwide. The Parchment Services provide full tracking, notifications, and reporting to both the Member's administrators and current students/alumni.

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The Parchment Services shall be provided with the following features/functionality:

8.1 Fulfillment of receiver-initiated requests through the Document Request interface

8.2 eCommerce features to define surcharges to be collected on behalf of the Member, including:
- Support for different surcharges for current Students or Alumni
- Support for administrative control of transactions subject to a surcharge (i.e. all transactions or transactions after the first 'X' transactions)

8.3 Enhanced Credential upload options

8.4 Full transactional reporting

8.5 Administrative panel to manage the Member's account including:
- Grading Periods
- Approval Settings
- 'To Do List' Queues Settings

8.6 Student Rosters & Registration Codes
- As part of the implementation process, Members upload a Student Roster for the full student body (grades 9-12)
- Parchment auto-generates a unique PIN for each student
- Students (and parents) can use the PIN to register at a Parchment Site

8.7 Common App integration with the Common App online school forms to deliver transcripts electronically to Common App member colleges

8.8 If selected on the Member's Order Form, District Records Management utilizes the Parchment District processing workflow for all orderable documents centrally processed for Alumni and third-party Credential Requestors (third-party ordering).

9. **DESCRIPTION OF PARCHMENT DISTRICT TRANSFER SERVICES**. The Parchment District Transfer Services ordered and described herein allows school districts to subsidize the cost of sending Student Transfer Files to destination schools. A **"Student Transfer File"** is defined as the Credential of a previously enrolled student, which is requested by an academic institution. A validated requesting destination will not incur any fees when placing an order for a Student Transfer File from a K12 Sender with a District Transfer subscription. The Parchment District Transfer Services provide Member with the following functionality:

- Make a Student Transfer File available to requesters on the Member's storefront
- Provide verification service of schools and districts that register to request Student Transfer Files
- Allow verified transfer requesters to order the Student Transfer File at no cost
- Display Student Transfer File orders in licensee's To-Do list
- Enable electronic fulfillment of Student Transfer file requests

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PARCHMENT NEW CLIENT DATA SHEET

Please complete the sections as thoroughly as possible. This form is required to assist us in accurately configuring your account on the Parchment Member Network and ensuring we support your specific implementation process.

Primary Contact
Parchment's primary contact at the district / high school responsible for the Parchment Implementation and assisting us in communication and clarification throughout the implementation process.

Name _____ Title _____

Email _____ Phone _____

Roster & Transcript Upload
Responsible for working with Parchment's Project Manager to Upload Student Roster(s) and Batch Upload Transcripts to support expediting the fulfillment process.

Name _____ Title _____

Email _____ Phone _____

Website Communication: Adding Parchment Link
Responsible for adding the necessary HTML links, communication and Parchment ordering button to your website that will go to your customized Parchment ordering page.

Name _____ Title _____

Email _____ Phone _____

Alumni Credentials Processing: District Contact
District Credentials contact responsible for processing Alumni Credentials Requests within Parchment.

Name _____ Title _____

Email _____ Phone _____

☐ District Process Alumni Requests earlier than the class of _____

☐ High School Process Alumni Requests for current students and alumni after the class of _____

☐ No Alumni Requests will be processed through Parchment

CONFIGURATION DETAILS

STUDENT INFORMATION SYSTEM

Name _____ Version _____

OPERATING SYSTEM

Name _____ Version _____

IMPLEMENTATION DATES

Begin Account Configuration _____ Upload Parchment Link _____

District Attend Training _____ High School Attend Training _____

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HIGH SCHOOL DATA

High School Information

Name: Chickasha High School CEEB Code: _____

Website: _____ Enrollment (9-12): _____

Primary Contact

Responsible for initial Parchment communication and ongoing outreach at the high school level.

Name: _____ Title: _____

Email: _____ Phone: _____

Primary Sender

Primary contact for approving and processing credential requests.

Name: _____ Title: _____

Email: _____ Phone: _____

Backup Sender

Backup contact for approving and processing credential requests when the Primary Sender is unavailable / out of office.

Name: _____ Title: _____

Email: _____ Phone: _____

There is not a limit to the number of contacts. Additional Parchment Users may be added by the Primary Sender after initial training. The High School is responsible for adding and deleting Users as necessary.

HIGH SCHOOL DATA

High School Information

Name: _____ CEEB Code: _____

Website: _____ Enrollment (9-12): _____

Primary Contact

Responsible for initial Parchment communication and ongoing outreach at the high school level.

Name: _____ Title: _____

Email: _____ Phone: _____

Primary Sender

Primary contact for approving and processing credential requests.

Name: _____ Title: _____

Email: _____ Phone: _____

Backup Sender

Backup contact for approving and processing credential requests when the Primary Sender is unavailable / out of office.

Name: _____ Title: _____

Email: _____ Phone: _____

There is not a limit to the number of contacts. Additional Parchment Users may be added by the Primary Sender after initial training. The High School is responsible for adding and deleting Users as necessary.

Additional Copies of this sheet may be included to ensure Parchment receives all High School(s) Contact Information

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EXHIBIT B
TERMS & CONDITIONS

Parchment Inc. and the State of Oklahoma by and through Office of Management and Enterprise Services ("State") on behalf of the Oklahoma State Department of Education ("OSDE") hereby agree to be bound by these Terms and Conditions as of the Parchment Send Effective Date, as attached and incorporated into the Order Form for the Parchment Services. The communications between Member set forth on the applicable Order Form, and Parchment Inc. ("***Parchment***") relating to the Parchment Services may include electronic means. Each of Member and Parchment may be referred to as a "***Party***" and collectively as the "***Parties***".

1 DEFINITIONS.

1.1 "***Agreement***" has the meaning set forth on the Order Form.

1.2 "***Authorized User***" means any Member, which means ("State Entity" and "Interlocal Entity") as defined in the Solicitation, employee or contractor or such other individual as may be authorized by virtue of such individual's relationship to, or permissions from, Member, to access the Parchment Services pursuant to Member's rights under this Agreement. Credential Owners will not be considered Authorized Users except as otherwise set forth herein.

1.3 "***Confidential Information***" means any non-public material or information relating to a Party which it discloses or makes available to the other Party under this Agreement and is marked as "Confidential" or "Proprietary," subject to Section 7 herein.

1.4 "***Credential***" means a licensed transcript, diploma, certificate, or other academic credential of a Credential Owner.

1.5 "***Credential Issuer***" means the institution that issues, certifies, Awards, and/or maintains the Credential of a Credential Owner.

1.6 "***Credential Owner***" means an individual who has registered for the Parchment Services and uses the Parchment Site for the management of his or her Credential. Credential Owners may be provided access to the Parchment Services by their Credential Issuer.

1.7 "***Credential Recipient***" means an institution or an individual that receives (or is awarded) a Credential through the Parchment Services (for example, a college or employer or Credential Owner).

1.8 "***Credential Requestor***" means an authorized third party individual or institution that uses the Parchment Services to request electronic delivery and fulfillment of a Credential.

1.9 "***De-Identified Data***" means data for which the personally identifying information (e.g. name, email address, postal address) has been removed, and may include aggregated data, or statistics.

1.10 "***Documentation***" means Parchment's standard user manuals and/or related documentation generally made available to members of the Parchment Services purchased.

1.11 "***Parchment Send Effective Date***" has the meaning set forth on the Order Form.

1.12 "***Intellectual Property Rights***" means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights and trade dress; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

1.13 "***Member Data***" means the data, information and content provided by Member and/or Authorized Users through the Parchment Services, including Credentials, but excluding De-Identified Data and Transactional Data.

1.14 "***Order Form***" means Parchment's standard Parchment Services order form, executed by both Parties, which incorporates by reference the Services Description and Fees Schedule (attached to the Order Form as Exhibit A), these Terms and Conditions (attached to the Order Form as Exhibit B), and the Service Level Agreement (attached to the Order Form as Exhibit C).

1.15 "***Parchment Send Effective Date***" has the meaning set forth on the Order Form.

1.16 "***Parchment Services***" means Parchment's digital credential services, as identified in a mutually executed Order Form or amendment to this Agreement, which enable Credential Owners and/or Authorized Users to access certain features and functions of Parchment's credential exchange and analytics platform as selected on the Order Form and described on Exhibit A to such Order Form. References to any Parchment Services include the Documentation. The Parchment Services may include Parchment Receive Premium, Receive Connector, and Parchment Analyze, as selected on the Order Form.

1.17 "***Parchment Site***" means any of the websites located at http://parchment.com and any other URLs owned or operated by Parchment and designated by Parchment for use by Credential Owners as part of the Parchment Services.

1.18 "***Professional Services***" means any implementation, set-up, integration, training, custom development or other professional services provided to Member by Parchment.

1.19 "***Request***" (whether or not such term is capitalized) means to digitally request the issuance and transmission of one Credential electronically to one Credential Recipient.

1.20 "***Services***" means the Parchment Services combined with the Professional Services.

1.21 "***Terms and Conditions***" means all the provisions, terms and conditions set forth in these Terms and Conditions and incorporated into each Order Form.

1.22 "***Term***" shall have the meaning set forth in Section 11.1.

1.23 ***"Transactional Data"*** means any non-personally identifiable data or information generated from Authorized Users' or Credential Owners' use of the Parchment Services, which may include, without limitation, the number of Credential Owners applying or requesting their Credentials be sent to a particular Credential Recipient, information provided to Parchment during registration, such as login details and test scores, and order history.

2 PARCHMENT SERVICES; ORDERS AND USE.

2.1 Orders and Provision of Access. Subject to this Agreement, Parchment grants to Member a non-exclusive, non-transferable right to permit Authorized Users to access the features and functions of the applicable Parchment Services ordered pursuant to an Order Form, subject to any restrictions set forth therein, solely for admissions and enrollment purposes and no other purpose. As soon as reasonably practicable after the Parchment Send Effective Date, Parchment will provide to Member the necessary access protocols to allow Member and its Authorized Users to access the Parchment Services.

2.2 Multiple Institutions. Subject to payment of applicable fees and as indicated on the Order Form, Member can make the Parchment Services available to any of its participating institutions, divisions, or locations, if applicable. Each such participating institution may be referred to herein as an "***Institution***" and any reference to Member will include such institutions, divisions, or locations and Member will be responsible for the acts and omissions of its Institutions and any act or omission by an Institution which, if undertaken by Member, would constitute a breach of this Agreement, will be deemed a breach of this Agreement by Member.

2.3 Usage Restrictions.

2.3.1 Member and its Authorized Users will not: (a) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Parchment Services are compiled or interpreted, and Member acknowledges that nothing in this Agreement will be construed to grant Member any right to obtain or use such code; (b) create any derivative product from any of the Parchment Services; or (c) allow third parties other than Authorized Users to gain access to the Parchment Services, with the understanding that Member will not be in breach of the foregoing restriction by using the Parchment Services to authorize, enable and permit Credential Owners who attend one of its Institution(s) to access the Parchment Services.

2.3.2 Member will use the Parchment Services only as contemplated by this Agreement and will not, nor will Member authorize any Authorized User, Credential Owner or other third party to, use the Parchment Services to: (a) send any form of duplicative and unsolicited messages; (b) harvest, collect, gather or assemble information or data regarding other users without their consent; (c) transmit through or post on the Parchment Services any unlawful, immoral, libelous, tortuous, infringing, defamatory, threatening, vulgar, or obscene material or material harmful to minors; (d) knowingly transmit material containing software viruses or other harmful or deleterious computer code, files, scripts, agents, or programs; (e) interfere with or disrupt the integrity or performance of the Parchment Services or the data contained therein; or (f) attempt to gain unauthorized access to the Parchment Services, computer systems or networks related to the Parchment Services.

2.4 Conditions on Use by Authorized Users and Credential Owners. Parchment may condition Credential Owners' or Authorized Users' (if using the Parchment Services on their own behalf and not on behalf of the Member) use of the Parchment Services, including the Parchment Site, on their acceptance of and compliance with the Parchment's then-current terms of service, including the payment of any applicable fees. Any Credential Owner affiliated with the Member or an Institution may access the Parchment Site, subject to this Section 2.4.

3 MEMBER RIGHTS AND OBLIGATIONS.

3.1 Authorized User Access to Service; Usernames. Member may permit Authorized Users to access and use the features and functions of the Parchment Services in accordance with this Agreement. Member will: (a) provide to Parchment information and other assistance as necessary to enable Parchment to establish usernames to be used by Authorized Users; (b) be responsible for maintaining the confidentiality of all Authorized Users' usernames and passwords; (c) not to allow a third party to use its account, usernames or passwords at any time; and (d) notify Parchment promptly of any actual or suspected security breach. Parchment reserves the right to terminate any username and password that Parchment reasonably determines may be suspect. Parchment will not be responsible for acts and omissions of Authorized Users.

3.2 Member Obligations. Member is solely responsible for (a) the accuracy of any Member-provided means of authenticating Credential Owners using the Parchment Services; (b) the options it selects as part of the Parchment Services; (c) completeness, accuracy, and timely delivery of all Credentials to Parchment; (d) compliance with the Member's regulations related to the transmission, issuance, and Award of Credentials, including the accuracy, completeness, of the Credentials; (e) operation of Member's computer and communication systems. Additionally, Member will (i) inform Credential Owners and Authorized Users about the use and benefits of the Parchment Services, (ii) schedule appropriate staff training on how to use the Parchment Services (iii) provide any required or requested data (e.g., roster of Credential Owners, bulk uploads, course catalog data) necessary for the full functioning of the Parchment Services; (iv) monitor and promptly respond to any requests for Credentials; and (v) periodically update Credentials for use in the Parchment Services.

3.3 Requirement to Provide Member Data to Parchment. Certain Member Data may be required for the proper operation of the Parchment Services. Member will make available in a timely manner at no charge to Parchment all Member Data required by Parchment for the performance of its obligations under this Agreement (if any). Member will be responsible for and assumes the risk, responsibility and expense of: (a) any problems resulting from, the accuracy, quality, integrity, legality, reliability, and appropriateness of all such Member Data; and (b) acquiring, installing and maintaining all connectivity equipment, hardware, software and other equipment as may be necessary for it and its Authorized Users to connect to, access, and use the Parchment Services. Member acknowledges and agrees that it is the legal custodian of the Credentials and that Parchment will send or Award the Credential as provided to Parchment by Member. Accordingly, Parchment is not responsible for any inaccuracies in the Member Data or Credential provided to Parchment.

3.4 Legal and Regulatory Compliance. Member agrees to comply with all applicable Oklahoma jurisdictional federal, state, county, and municipal, statutes, laws, ordinances, and regulations in its acts and omissions relating to this Agreement, including without limitation the Family Education Rights and Privacy Act and the Protection of Pupil Rights Act. Member acknowledges that it has selected to accept electronic signature via the Parchment Services as a valid method of consent to disclose Credentials pursuant to FERPA.

4 PARCHMENT RIGHTS AND OBLIGATIONS.

4.1 Technical Assistance. Parchment provides certain limited support services as part of the Parchment Services. Member can designate up to two (2) Authorized Users to receive technical assistance from Parchment ("***Eligible Support Recipients***"). Such designees may be changed at any time by written notice to Parchment. Parchment will also use reasonable efforts to provide support to Credential Owners in accordance with Parchment's then-current support policies. Except as set forth above, Member will be solely responsible for the support of all Authorized User and Credential Owners accessing the Parchment Services. Subject to this Agreement including the payment of the applicable fees, Parchment will provide technical assistance to Member during Parchment's ordinary and customary business hours in accordance with its standard policies and procedures, with the understanding that such policies do not provide for any on-site support. To the extent the Parties agree that Parchment will provide on-site technical assistance, OSDE will be obligated to pay the fee to Parchment set forth in the pricing proposal.

4.2 Training. Parchment may, in its sole discretion, offer access to web-based classes and self-directed online training modules on the use of the Parchment Services. Member may request for Parchment to provide training services related to Member's use of the Parchment Services. Until the Member has ordered training services pursuant to a statement of work or separate agreement, Parchment will have no obligation to provide training services to Member other than as indicated above.

4.3 Communication with Users. As part of the provision of the Parchment Services under this Agreement, Member agrees that Parchment may communicate with Authorized Users and Credential Owners from time-to-time as may be necessary for the provision of the Parchment Services, in Parchment's reasonable discretion. Upon a Credential Owner registering on the Parchment Site, Parchment may communicate with such Credential Owner to the extent permitted under such relationship.

4.4 Continuous Development. The Parties acknowledge and agree that Parchment may continually develop, deliver and provide to Member ongoing innovation to the Parchment Services in the form of new features, functionality, capabilities and services. Accordingly, Parchment reserves the right to modify the Parchment Services from time to time. Some modifications will be provided to Member at no additional charge. In the event that Parchment adds additional functionality to the Parchment Services, Parchment may condition the implementation of such modifications on OSDE's payment of additional fees, and Member will not be entitled to such new functionality unless OSDE pays such fees, provided that Member may continue to use the version of the Parchment Services that Parchment makes generally available (without such features) without paying additional fees. If any modification materially and adversely affects the functionality of the Parchment Services, Member may provide written notice to Parchment within thirty (30) days of such change and, if Parchment is unable to provide substantially the same functionality to Member in the Parchment Services within thirty (30) days of Parchment receiving such notice, Member may terminate the applicable Order Form. In the event of termination for the reason set forth above, Parchment shall issue a pro-rated refund for all fees paid in advance to OSDE.

4.5 Parchment Obligations; Legal and Regulatory Compliance. Parchment will: (a) provide the Services in material accordance with the Order Form, Documentation and Exhibit A; (b) implement and maintain backup, security and business continuity measures, in accordance with industry practices unless provided for in Attachment B Hosting Agreement, in order to maintain the security and integrity of the Parchment Services and Member Data; provided, however, that Parchment will have no obligation to backup Credentials and other data and materials that are within the control of Member or any other Authorized User or Credential Owner; and (c) comply with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Agreement, as amended from time to time, including the Family Educational Rights and Privacy Act and the Protection of Pupil Rights Act.

5 PROPRIETARY RIGHTS.

5.1 Member Data. As between Parchment and Member, Member owns all right, title, and interest in and to the underlying Member Data. Subject to the terms of this Section 5, such Member Data shall be deemed to be the Member's Confidential Information and Parchment agrees to hold confidential (in accordance with state laws, federal laws and specifically as provided for under FERPA) all Member Data it receives, and will not read the contents of any such Credentials in the Parchment Services, except as necessary to process the transaction through the Parchment Services or store the data as part of Services or in the ordinary course of its business. Parchment shall restrict access to Member Data to Member's employees and agents as necessary to perform the Services, and to Parchment and its employees with a need to know (and advise such employees of the confidentiality and non-disclosure obligations assumed herein). Parchment will protect the Member Data from unauthorized dissemination and use with the same degree of care that it uses to protect its own Confidential Information and, in any event, will use no less than a reasonable degree of care in protecting Member Data. Parchment shall promptly notify the State and OSDE upon receipt of any requests from unauthorized third parties which in any way might reasonably require access to Member Data or Member's use of the Services. Parchment shall notify the Member at the contact set forth herein set forth on the Order Form by the fastest means available and also in writing. In no event shall Parchment provide such notification more than 24 hours after Parchment receives the request. Except to the extent required by law, Parchment shall not respond to subpoenas, service or process, FOIA requests, and other legal request related to Member without first notifying the Member; provided that Parchment's compliance with the foregoing is subject to applicable law and the parties acknowledge that Parchment will respond to subpoenas, service or process,

FOIA requests and other legal requests as required by applicable law. The parties agree and understand that Parchment does not verify any Member Data or the contents of any Credentials as complete or accurate, nor does it provide verification of status or any other item. The parties further agree and understand that Parchment shall not modify the Member Data or Credentials provided to it for purposes of processing transactions through the Parchment Services, unless otherwise specified and agreed upon by Member and Parchment. The Parchment Services are limited to the description provided herein and in related Documentation. Notwithstanding the above, once Credentials are lawfully transmitted to a third party, the third party's, and those acting on behalf of the third party's, use of those Credentials is not governed by this Agreement.

5.2 Transactional Data. Parchment may utilize data capture, syndication, and analysis tools, and other similar tools, to extract, compile, synthesize, and analyze Transactional Data. Transactional Data relies solely on data regarding the transaction of registering or transmitting the Credential through the Parchment Services, and does not include any data from the Credential itself. To the extent that any Transactional Data is generated through the Parchment Services and collected by Parchment, such Transactional Data will be solely owned by Parchment and may be used by Parchment for any lawful purpose, provided that the Transactional Data is used only in de-identified form and in a manner that does not permit the identification of any Credential Owner. Parchment agrees to comply with applicable privacy and other laws and regulations respecting the dissemination and use of such Transactional Data.

5.3 De-Identified Data. Parchment may create De-Identified Data from Member Data. Parchment may create De-Identified Data from any data it collects or receives in connection with the Parchment Services. Parchment may use and disclose such De-Identified Data for any lawful purpose, provided that it is used in such a manner that does not permit the identification of any Credential Owner.

5.4 Intellectual Property Rights in Parchment Services. Member acknowledges that Parchment and its licensors own all Intellectual Property Rights in and to the Services (including all components thereof) and all developments, inventions, technology or materials provided under this Agreement. Parchment reserves all rights not expressly granted to Member in this Agreement. Member will not engage in any act or omission that would impair Parchment's and/or its licensors' Intellectual Property Rights in the Services, and any other materials, information, processes or subject matter proprietary to Parchment. Member further acknowledges that Parchment retains the right to use the foregoing for any purpose in Parchment's sole discretion.

5.5 Feedback. From time to time, Member and its Authorized Users may provide suggestions, enhancement requests, recommendations or other feedback relating to the operation or functionality of the Services (***"Feedback"***). Member will have no obligation to provide Feedback. Member hereby grants Parchment, and Parchment will have, a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use, disclose, reproduce, license or otherwise distribute and exploit any Feedback as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

5.6 Analytics. As part of certain Parchment Services, Parchment may provide Member with access to certain analytics and benchmarking data, which may include Transactional Data or De-Identified Data, each as defined above, and derivative works thereof, and other standard and/or customized reports prepared by Parchment for Member (all such reports, analytics, data, content and information, to be referred to as the ***"Analytics"***). As between Member and Parchment, Parchment retains all right, title and interest in and to the Analytics, including all Intellectual Property Rights therein, except for any underlying Member Data therein. To the extent Parchment provides Member with access to any Analytics, Parchment grants Member a limited, non-exclusive, non-transferable license, subject to this Agreement, to use and reproduce the Analytics solely for Member's internal business use and for no other purpose. Member acknowledges that the Analytics are the Confidential Information of Parchment (and thus subject to the obligations in Section 7) and contain valuable trade secrets and other intellectual property of Parchment and its licensors. Member agrees that it will not, and will not permit any third party to: (a) reproduce (except as expressly permitted herein), modify, translate, or create any derivative work of all or any portion of the Analytics; (b) sell, rent, lease, distribute, sublicense, disclose, assign, transfer, or otherwise make available to any third party all or any portion of the Analytics; (c) make the Analytics available for access by anyone over a network or use the Analytics on a service bureau or time sharing basis; or (d) use the Analytics in any way to create products or services similar to or competitive with the Parchment Services. The foregoing restrictions in this Section 5.6 will not limit how Member can use the Member Data to the extent it is not included in the Analytics.

6 FEES AND PAYMENTS.

6.1 Fees Payable. All fees are listed and payable in United States dollars. Parchment will submit invoices to OSDE for fees in accordance with the relevant payment schedules indicated on the applicable Order Form, and each invoiced amount will be due and payable by OSDE within forty-five (45) days of receipt of the relevant and proper invoice.

6.2 Disputed Charges. OSDE must notify Parchment in writing of any dispute or disagreement with invoiced charges within ninety (90) days after the date of invoice. Absent such notice, OSDE will be deemed to have agreed to the charges as invoiced after the expiration of such time period.

6.3 Late Payments; Interest. Parchment reserves the right to charge, and OSDE agrees to pay, a late charge equal to one and one-half percent (1½%) per month or the maximum rate permitted by applicable law, whichever is less, on any amount that is not the subject of a good faith dispute that is unpaid on the due date, and on any other outstanding balance.

7 CONFIDENTIALITY. During this Agreement, each Party will have access to certain Confidential Information of the other Party. Parchment shall clearly mark any such information as confidential. ("Confidential Information"). Member is a state agency and subject to the Oklahoma Open Records Act and Parchment acknowledges information marked Confidential Information will be disclosed to the extent permitted under Member's Open Records Act and in accordance with this section. Member will not use Parchment's Confidential Information for purposes other than those necessary to directly further the purposes of the Agreement. Each Party agrees: (a) not to disclose the

Confidential Information of the other Party to anyone except its employees, contractors and advisors ("Representatives") on a strict need to know basis, (b) to use the Confidential Information strictly for the performance or receipt of this Agreement and (c) to use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a commercially reasonable efforts to protect the confidentiality of the other Party's Confidential Information. This Section will not apply to Confidential Information that (i) is or becomes publicly available through no fault of the recipient, (ii) is already in the recipient's possession at the time of its disclosure without any duty of confidence, or (iii) is independently developed by the recipient without reference to or use of the disclosing party's Confidential Information and by personnel without access to such Confidential Information. Each Party may disclose Confidential Information, subject to the aforementioned and Section 5.1 Member Data herein, to the extent required: (1) by securities laws, (2) to comply with a court or governmental order, or to comply with applicable law or (3) to establish or preserve a Party's rights under this Agreement. Each Party will be responsible for the acts and omissions of its Representatives related to any breach of this Section.

8 WARRANTIES.

8.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party that the execution and performance of this Agreement does not and will not violate any other contract, obligation, or instrument to which it is a party, or which is binding upon it, including terms relating to covenants not to compete and confidentiality obligations.

8.2 Parchment Warranties. Parchment represents and warrants that it will provide the Services in a professional and workmanlike manner substantially consistent with general industry standards.

8.3 FERPA Warranty. Parchment will comply with the regulations of FERPA which are applicable to Parchment. NOTWITHSTANDING ANYTHING ELSE SET FORTH HEREIN, PARCHMENT WILL NOT BE RESPONSIBLE FOR VIOLATIONS OF FERPA RELATED TO MEMBER'S PROCESSES NOT RELATED TO THE SERVICES.

8.4 Member Warranties. Member hereby represents and warrants that it owns or otherwise has sufficient rights and all necessary consents to grant Parchment access to and use and display of the Member Data in accordance with this Agreement, and that its collection and provision of such Member Data complies with all applicable laws and does not violate any person's right of privacy or publicity.

8.5 No Other Warranties. EXCEPT AS EXPRESSLY WARRANTED IN THIS AGREEMENT, PARCHMENT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, NON-INTERFERENCE, VALUE OR ACCURACY OF DATA, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, SYSTEM INTEGRATION, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY PARCHMENT ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. PARCHMENT DOES NOT WARRANT THAT THE PARCHMENT SERVICES OR ANY OTHER INFORMATION, MATERIALS, TECHNOLOGY OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL MEET MEMBER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. MEMBER ACKNOWLEDGES THAT PARCHMENT'S OBLIGATIONS UNDER THIS AGREEMENT ARE FOR THE BENEFIT OF MEMBER ONLY.

8.6 Delays. PARCHMENT'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. PARCHMENT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS THAT DO NOT ARISE FROM THE NEGLIGENT ACTS OR OMISSIONS OF PARCHMENT, AND SUBJECT TO SECTION 12.1 FORCE MAJEURE HEREIN.

9 LIMITATION OF LIABILITY.

9.1 LIMITATIONS OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, OR FOR LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW THE CUMULATIVE LIABILITY OF PARCHMENT TO MEMBER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAYABLE TO PARCHMENT BY OSDE FOR THE CURRENT TERM. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT, THE FOREGOING PROVISIONS OF THIS SECTION SHALL NOT APPLY TO OR LIMIT DAMAGES, EXPENSES, COSTS, ACTIONS, CLAIMS AND LIABILITIES ARISING FROM OR RELATED TO PROPERTY DAMAGE, BODILY INJURY OR DEATH CAUSED BY PARCHMENT; THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 OF THIS AGREEMENT, PARCHMENT'S CONFIDENTIALITY OBLIGATIONS SET FORTH IN THIS CONTRACT; THE BAD FAITH, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF PARCHMENT OR ITS EMPLOYEES AGENTS AND SUBCONTRACTORS; OR OTHER ACTS FOR WHICH APPLICABLE LAW DOES NOT ALLOW EXEMPTION FROM LIABILITY; AND PARCHMENT'S TOTAL LIABILITY AS IT RELATES ONLY TO THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THE ATTACHED HOSTING AGREEMENT AS WELL AS PARCHMENT'S DATA SECURITY AND BREACH NOTIFICATION OBLIGATIONS SET FORTH IN THE

CONTRACT, SHALL NOT EXCEED THE GREATER OF THREE MILLION DOLLARS ($3,000,000) OR THE AMOUNT OF INSURANCE PROCEEDS PAID UNDER PARCHMENT'S INSURANCE POLICY.

9.2 Essential Basis. The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including the economic terms, would be substantially different.

10 Indemnification Obligations of Parchment.

Parchment will defend at its expense any suit brought against the State of Oklahoma and/or any Member by a third party alleging: (a) that the Parchment Services misappropriate any Intellectual Property Rights of a third party; (b) Parchment's breach of Section 8.3; or (c) Parchment's gross negligence or willful misconduct in handling the Credentials, and will pay all related costs, damages, and attorneys' fees incurred by, or assessed to, the State, OSDE, and/or any Member, provided the State (i) promptly notifies Parchment in writing of the claim and (ii) to the extent authorized by the Attorney General of the State, allows Parchment to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Parchment, Parchment shall be granted authorization to equally participate in any proceeding related to this section but Parchment shall remain responsible to indemnify the State and/or any Member for all associated costs, damages and fees incurred by or assessed to the State. If any portion of the Parchment Services becomes, or in Parchment's opinion is likely to become, the subject of a claim of infringement, Parchment shall, in the following order: (i) procure for Member the right to continue using the Parchment Services; (ii) replace the Parchment Services with non-infringing services which do not materially reduce the functionality of the Services; (iii) modify the Parchment Services so that it becomes non-infringing; or (iv) terminate the Parchment Services and refund any fees actually paid by Member to Parchment for the remainder of the Term then in effect, and upon such termination, Member will immediately cease all use of the Services. Notwithstanding the foregoing, Parchment will have no obligation under this Section 10 or otherwise with respect to any claim based upon (1) any use of the Services in combination with other products, equipment, services or content not supplied by Parchment and combination results in infringement; (2) any modification of the Services by any person other than Parchment or its authorized agents that results in infringement; or (3) Member Data provided to Parchment. THIS SECTION STATES MEMBER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT CLAIMS AND ACTIONS. Parchment's obligations as set forth above are expressly conditioned upon each of the following: (A) Member promptly notifying Parchment in writing of any threatened or actual claim or suit; (B) and Member cooperating with Parchment to facilitate the settlement or defense of any claim or suit.

11 TERM AND TERMINATION.

11.1 Term. This Agreement is effective as of the Parchment Send Effective Date identified on page one in Addendum 1. The Term of this Agreement will commence on the Parchment Send Effective Date and will continue for as long as the Initial Order Term indicated on the Order Form, not to exceed twelve (12) months.

11.2 Termination for Breach. Either Member or Parchment may terminate this Agreement immediately upon written notice in the event that the other Party materially breaches this Agreement and thereafter: (a) in the case of material breach resulting from non-payment of amounts due hereunder, has failed to pay such amounts within ten (10) days after receiving written notice thereof; or (b) has failed to cure any other material breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the terminating Party) within thirty (30) days after receiving written notice thereof. For the avoidance of doubt, termination of this Agreement as set forth in this section shall not terminate the Contract between Parchment and the State of Oklahoma and neither shall Member have any right to terminate the Contract between the State of Oklahoma and Parchment.

11.3 Termination upon Bankruptcy, Insolvency or Lack of Funding. Either Party may, at its option, terminate this Agreement immediately upon written notice to the other Party, in the event (a) that the other Party becomes insolvent or unable to pay its debts when due; (b) the other Party files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against, such petition is not removed within ninety (90) days after such filing; (c) the other Party discontinues its business; (d) a receiver is appointed or there is an assignment for the benefit of such other Party's creditors; or (e) if the Member or the Member's sponsor is a state or federal agency or institution, the funding for this Agreement is not provided to Member or the Member's sponsor by the legislature of the applicable state or federal government.

11.4 Suspension of Service. If OSDE fails to pay undisputed amounts in accordance with this Agreement or, if and as necessary to protect the Member Data and/or Credentials in the event of a threat to the security of the Parchment Service(s), Parchment will have the right, in addition to any of its other rights or remedies, to immediately suspend the provision of the Services (including access to the Parchment Services and/or Parchment Site) to Member and/or its Credential Owners, without liability to Member until such amounts are paid in full or such breach is cured (in Parchment's sole discretion), as applicable. OSDE shall not be responsible for payment of services during times of suspension.

11.5 Accrued Obligations. Termination of this Agreement will not release the Parties from any liability which, at the time of termination, has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in this Agreement to survive termination. Notwithstanding the foregoing, the Party terminating this Agreement as permitted by any provision in this Section 11 will incur no additional liability merely by virtue of such termination made in good faith.

11.6 Effect of Termination. Upon any expiration or termination of this Agreement, Member will immediately discontinue all use of the Parchment Services and OSDE will pay all amounts due and payable hereunder. Each Party will promptly delete or destroy any Confidential Information of the other Party, including all copies thereof, except that Parchment may retain the Member Data: (a) as required by law; (b) for up to thirty (30) days after the effective date of termination.

11.7 Survival of Obligations. The provisions of Sections 2.5, 3.4, 5, 7 through 10, 11.6 through 11.7, and 12, and OSDE's obligations to pay any amounts due and outstanding

hereunder, will survive termination or expiration of this Agreement.

12 MISCELLANEOUS.

12.1 Force Majeure. Either Party will be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of God, fire, strike, embargo, terrorist attack, war, insurrection or riot or other causes beyond the reasonable control of that Party provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance to shorten duration of the event. Any delay resulting from any of such causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances. In the event that a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable. Subject to the conditions set forth above, such non-performance shall not be deemed a default. However, a Member may terminate a purchase order if Parchment cannot cause delivery of Products or Services in a timely manner to meet the business needs of the Member.

Non-suspended Obligations: Notwithstanding the foregoing or any other provisions in the Agreement, (1) in no event will any of the following be considered a force majeure event: (a) shutdowns, disruptions or malfunctions in Parchment's systems or any of Parchment's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Parchment's systems; or (b) the delay or failure of Parchment or subcontractor personnel to perform any obligation of Parchment hereunder unless such delay or failure to perform is itself by reason of a force majeure event; and (2) no force majeure event modifies or excuses Parchment's confidentiality, indemnification or data security and breach notification obligations set forth herein and in Attachment B Hosting Agreement.

12.2 Notices. Member (a) consents to receive communications from Parchment in electronic form, whether via email, posting updates on the Parchment Site, or by other reasonable means. All notices required under these Terms and Conditions will be in writing, delivered personally, or by nationally recognized overnight courier (e.g., FedEx) at the Parties' respective addresses set forth on the Order Form (with notices to Parchment sent to the attention of the General Counsel). All notices will be deemed effective upon personal delivery, or when received if sent by overnight courier.

12.3 Assignment. Neither Party will assign its rights or delegate its obligations under this Agreement without the other Party's prior written consent, and, absent such consent, any purported assignment or delegation will be null, void and of no effect. However, either Party may, without the written consent of the other Party, assign this Agreement and its rights and obligations hereunder in connection with the transfer or sale of all or substantially all of its business related to this Agreement, or in the event of a merger, consolidation, change in control or similar transaction. This Agreement will be binding upon and inure to the benefit of Parchment and Member and their successors and permitted assigns. This section is to be read in conjunction with, and subject to, Section A.32 Assignment in the Solicitation.

12.4 Independent Contractors. Member and Parchment acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing this Agreement.

12.5 Amendment. No amendment to this Agreement will be valid unless such amendment is made in writing and is signed by the authorized representatives of Parchment and the State.

12.6 Waiver. No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the State or Parchment granting such waiver in any other respect or at any other time. Any delay or forbearance by either the State or Parchment in exercising any right hereunder will not be deemed a waiver of that right.

12.7 Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

12.8 No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

12.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

12.10 Construction. Unless otherwise specified herein: (a) the word "including" means "including but not limited to"; and (b) any reference to days will mean calendar days. All headings are for convenience only.

12.12 Intentionally omitted

12.13 Intentionally omitted

[End of Terms]

EXHIBIT C
SERVICE LEVEL AGREEMENT

1. Parchment will use commercially reasonable efforts, commensurate with the severity of the error, to correct any malfunction, defect, or non-conformity in the operation of the Parchment Services to substantially perform in accordance with the Documentation. Member will be responsible for conducting adequate research with respect to a defect or related issue prior to contacting Parchment for assistance. Member is obligated to respond promptly to all reasonable Parchment requests for pertinent information, documentation, technical and other assistance to assist Parchment with problem resolution. A reported issue will be logged and tracked by Parchment, and assigned a unique identifier that can be used by Member to refer to the reported issue, and will remain open until the issue is resolved. Reported issues will be assigned a severity level that is mutually agreed upon by Member and Parchment.

2. Parchment will employ commercially reasonable efforts to correct, or address with an action plan, issues reported by Member as follows:
    a. Severity 1: Within four (4) business hours of receipt of the reported issue or its detection by Parchment. Level 1 is defined as a condition in which all or a critical function within the Parchment Services is unavailable to Member.
    b. Severity 2: Within two (2) business days of receipt of the reported error. Level 2 is defined as a condition in which the Parchment Services is not fully performing, but is still able to operate at a reduced capacity.
    c. Severity 3: Within five (5) business days of receipt of the reported error. Severity 3 is defined as a condition where the Member is experiencing a non-critical loss of function.

3. System Enhancements and Functionality Improvements.
    a. Parchment will respond to requests for enhancements or upgraded workflow functionality within thirty (30) business days. The response will include a valuation of the request and whether it was an item for inclusion within the product roadmap or would be considered a client specific customization. Enhancements and improvements cover a desire to change either the look and feel or workflow of a feature or function within the Parchment Services. Any enhancements, modifications or improvements to the Parchment Services will be considered part of the Parchment Services.
    b. Parchment may perform maintenance to the Parchment Services during its preexisting maintenance schedule (currently 12 p.m. to 4 p.m. Pacific Time on Saturdays) as necessary for the proper operation of the Parchment Services. During these periods, the Parchment Services may be unavailable to Member. Parchment will notify Member at least two (2) business days in advance of any planned maintenance. Parchment may change planned maintenance windows at its sole discretion and will notify Member of any such changes that affect previously notified plans, provided such maintenance is done during low-volume times. Parchment will also post notifications on both the Parchment Services and Parchment Site notifying interested parties of any planned service outages.

4. Parchment will use reasonable commercial efforts to make the Parchment Services available ninety-nine and one-half percent (99.5%) of the time, measured monthly, exclusive of planned maintenance and any of the following events that will not be considered downtime for the purposes of such measurement:
    a. Any outage lasting less than five (5) minutes;
    b. Any outage determined to be a result of Member's breach of the Agreement or other acts or omissions of Member;
    c. Any outage determined to be a result of a failure of outside services or equipment not within the control of Parchment, including Member's hardware and software; or
    d. Any outage determined to be beyond the reasonable control of Parchment, its subcontractors and/or business partners, including a force majeure event.

5. Member is responsible for (i) maintenance and management of its computer network(s), servers, software, and any equipment or services related to maintenance and management of the foregoing; and (ii) correctly configuring its systems in accordance with the Documentation. Member will promptly notify Parchment in the event any downtime occurs. Downtime will be deemed to begin when Parchment receives accurate notification thereof from Member, or when Parchment first becomes aware of such downtime, whichever first occurs. The obligations of Parchment set forth in this Exhibit C will be excused to the extent any failures to meet such obligations result in whole or in part from Member's failure(s) to meet the foregoing requirements.

6. Parchment will use reasonable commercial efforts to respond to any email inquiries through the Parchment Site by Credential Owners within two (2) business days.

7. Member's sole and exclusive remedy, and Parchment's sole and exclusive liability, for Parchment's breach of this Exhibit C will be the following credits. If Parchment fails to meet the service level in Section 4 in any month for a specific Parchment Services, Parchment will credit to Member one percent (1%) of the monthly subscription fee paid by Member (i.e., the prorated annual subscription fee) for such Parchment Services for each cumulative hour, or portion thereof, of unavailability of such Parchment Services in that month, up to a maximum of fifty percent (50%) of the prorated monthly subscription fee paid by Member. In the event Member has not elected to pay a subscription fee to Parchment hereunder, as Member's sole and exclusive remedy under this Section 7, Parchment will credit to Member one percent (1%) of the net amount of surcharges (if any) added to each Credential request by Member for such Parchment Services for each cumulative hour, or portion thereof, of unavailability of such Parchment Services in that month, up to a maximum of fifty percent (50%) of the net amount of surcharges added to each Credential request by Member.

Signature Certificate

Reference number: LWBYP-KXYKL-FYYHN-3T8XL

Signer	Timestamp	Signature
Rick Smith Email: legal@parchment.com		
Sent:	10 Aug 2022 19:45:39 UTC	
Viewed:	10 Aug 2022 19:46:24 UTC	
Signed:	10 Aug 2022 19:46:43 UTC	
Recipient Verification:		IP address: 72.214.223.34
✔Email verified	10 Aug 2022 19:46:24 UTC	Location: Gilbert, United States

Document completed by all parties on:
10 Aug 2022 19:46:43 UTC

Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.

KELLOGG & SOVEREIGN CONSULTING

Professional E-Rate Management Services - Fee Schedule
Client, City, Oklahoma

Professional Fees for E-Rate management services described in the Kellogg & Sovereign Consulting ("K&S") Master Services Agreement for Professional E-Rate & CIPP Management Services ("MSA") and the Scope of Professional E-Rate & CIPP Management Services ("Scope of Services") are listed below.

Fees for E-Rate FY2023 are segmented between Data Transmission and/or Internet Access services ("C1" or "Category One") and Internal Broadband Connections, Managed Internal Broadband Services (MIBS) and Basic Maintenance of Internal Broadband Connections (BMIC) categories of service ("C2" or "Category Two").

Fees for requests for funding in the Category Two categories of service shall be based on a percent of the total funding commitment amount issued by the Universal Service Administrative Company ("USAC") on each of the applicant's FY2023 Funding Commitment Decision Letters. The Base Filing Fee for C2 services is due in full at the time the application is filed. The amount due in excess of the Base Filing Fee is CONTINGENT upon funding and shall be due and payable upon issuance by USAC of the Funding Commitment Decision Letter related to FY2023 C2 Services.

E-RATE FOR E-RATE FUNDING YEAR 2023 (7/1/2023-6/30/2024)

Category of Service	Description	Amount	Billing Event
[redacted]	Pre and Post Funding for C1 Services	$4,740.00	January 2023
[redacted]	Base Filing Fee for C2 Services	$450.00	March 2023
	Pre and Post Funding for C2 Services	20% of funding commitment amount less Base Filing Fee	Due upon funding

E-RATE FOR CIPP COMPLIANCE SERVICES FOR THE PERIOD JULY 1, 2022 - JUNE 30, 2023

CIPP Document and Compliance Services: Includes preparation and submission of required CIPP documents and assistance with Procurement Approach	Client Yrly $ to request
Annual cost $625.00 - billed January 2023	$625
CIPP consulting fee includes up to 12 hours consulting time directly related to CIPP. Additional hours will be billed at $175/hour	$0

Payment terms are net 45 days, unless otherwise noted.

[redacted]

Pre-Employment Transition Services Coordination
Pre-ETS
COLLABORATIVE AGREEMENT
FY 2023

SECTION I - PURPOSE

This Collaborative Agreement ("Agreement"), effective as of the latest date of signature of all Parties or the 1st day of July, 2022 whichever is later, is entered into by and between the following Parties, also referred to herein as "Team Members" to promote collaboration in the delivery of Pre-Employment Transition Services (also referred to herein as Pre-ETS) for students with a documented disability transitioning from secondary school to post-secondary education programs and/or competitive employment; for individuals with disabilities who are enrolled in secondary education and are eligible, or potentially eligible, to receive vocational rehabilitation services (VR) provided by Oklahoma Department of Rehabilitation Services (DRS).

- **Chickasha Public School** (also referred to herein as "Host School");

- The Board of Regents of the University of Oklahoma, by and through University Outreach/College of Continuing Education's **National Center for Disability Education and Training** (also referred to herein as "NCDET" or "University").

The Rehabilitation Act of 1973 (Rehabilitation Act), as amended by the Workforce Innovation and Opportunity Act (WIOA), and the Individuals with Disabilities Education Act (IDEA), as amended, all require a formal mechanism in place to ensure coordination of transition services that are needed to provide a free appropriate public education to students with a documented and to ultimately transition students with documented disability to competitive integrated employment or post-secondary education.

The OBJECTIVE of this Agreement seeks to:

- Increase coordination between the Parties to identify and prepare students with a documented to move to post-secondary education and/or competitive integrated employment; based on student need, considering strength, preferences, and interests.
- Improve transition planning by DRS and local education agencies (LEAs) for student with disabilities to facilitate the development and implementation of that individual's education program.
- Strengthen relationship between the Oklahoma State Department of Education (OSDE), Oklahoma Office of Workforce Development (OOWD), LEAs, higher education entities, and businesses to facilitate successful outcomes for students a documented disability.
- Engage, involve and educate families to increase student success in post-school activities.
- Increase the number of students reaching their individual education plan (IEP) and the DRS individual plan for employment (IPE) goals.
- Increase professional learning opportunities and share resources.

- Increase job training and education opportunities for people who have traditionally faced barriers.

TERM

The Parties agree that the effective period of this Agreement shall be the latest date of signature of all Parties, or July 1, 2022, whichever is the latter, through June 30, 2023.

This Agreement may be renewed for two (2) additional twelve-month periods. Any renewals are contingent upon the Department of Rehabilitation Services renewing the Pre-Employment Transition Services Agreement with the University.

SECTION 2 – DEFINITIONS (for the purpose of this agreement):

2.1 Workforce Innovation and Opportunity Act (WIOA): Reauthorizes the Rehabilitation Act of 1973 as amended, that established VR (29 U.S.C. § 701 et seq.) and creates the Pre-ETS set-aside (29 U.S.C. § 730 (d)).
2.2 Vocational Rehabilitation (VR): a federal program which promotes, assesses, plans, develops and provides services for individuals with disabilities, consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice, so they may prepare for and engage in gainful employment, as required by the Rehabilitation Act.
2.3 Oklahoma Office of Workforce Development (OOWD): carries out the vision of the Governor's Council for Workforce and Economic Development, provides technical assistance and coordinates strategic priorities and plans across education, training and economic agencies. Works to align and connect education and workforce resources, remove workforce barriers and better support Oklahoma employers and jobseeker.
2.4 Individual Education Plan (IEP): a written statement of the educational program required by IDEA for a student with a disability designed to meet the student's individual needs. The IEP has two general purposes: to set appropriate, measurable goals for the student and to describe the specialized instruction and services the school district will provide for the student.
2.5 Individual Plan for Employment (IPE): is required by the Rehabilitation Act, and is the roadmap developed jointly by the student and the Vocational Rehabilitation counselor to help the student with a disability reach a specific competitive, integrated employment goal.
2.6 Individuals with Disabilities Education Act (IDEA): is designed to ensure that all students with a documented disability have available to them a Free and Appropriate Public Education (FAPE) that provides special education and related services designed to meet their unique needs and to prepare them for further education, employment and independent living; federal act codified at 20 U.S.C. § 1400 et seq.
2.7 Local Education Agency (LEA): a public board of education or other public authority legally constituted within a state for either administrative control or direction of, or to perform a service function for, public elementary schools or secondary schools in a city, county, township, school district or counties recognized in a state as an administrative agency for its public elementary schools or secondary schools; codified at 20 U.S.C. §1401 (19).
2.8 A student with a disability: is an individual who is in an educational program; and

meets certain age requirements; and is eligible for and receiving special education or related services under IDEA; or is an individual with a disability for purposes of section 504 of the Rehabilitation Act.
2.9 Potentially Eligible: students with a documented disability, including individuals ages 14-21 who have not applied or been determined eligible for VR services.
2.10 Competitive Integrated Employment: employment for an individual with a disability that is, among other things, compensated at a rate not lower than the minimum wage and is customary for the occupation and where the individual interacts with other persons without disabilities.
2.11 Pre-Employment Transition Services (Pre-ETS): activities provided through a subset of transition services, in partnership with LEAs, to help students, and potentially eligible students, with disabilities develop skills leading to success in employment and independent living after high school. These learning experiences are designed within an outcome-oriented process that promotes movement from school to post-school activities, including postsecondary education, vocational training, competitive integrated employment, financial literacy, and self-advocacy education to improve social and independent living skills. Pre-ETS are defined and authorized in accordance with 29 U.S.C. § 733.

The following are examples of activities that fall into the five required *Pre-ETS* categories:

- **Job Exploration Counseling:** discussion, activities, vocational evaluations or assessments on in-demand job opportunities intended to foster motivation and informed decision-making.
- **Work-Based Learning** – research and knowledge of work site tours, job shadowing, mentoring, internships, apprenticeships, short-term employment, volunteering, and on-the-job trainings;
- **Counseling on Post-Secondary Opportunities**—discussion and activities regarding college and other -post-secondary opportunities, academic and occupational training needed to succeed in the workplace, and providing resources that may be used to support individual student success in education and training, such as disability support services and financial aid;
- **Workplace Readiness Training** (can be in a simulated or "real" work setting) - teaching social skills and independent living skills necessary to prepare for eventual employment, such as communication and interpersonal skills, financial literacy, transportation options, job-seeking skills, understanding employer expectations, and other "soft" skills necessary for employment; and
- **Self-advocacy**—training on rights and responsibilities; how to request accommodations or services and supports; communicating thoughts, concerns, and needs; peer-mentoring opportunities; and participating in leadership activities offered in educational or community settings.

SECTION 3 – RESPONSIBILITIES:

The Host School:

The school plays a significant role in the success of providing and coordinating transition services, specifically employment readiness instruction for students with a documented

disability. Schools are bound by the specific content in the Individuals with Disabilities Education Act (IDEA) for the provision of secondary transition services and by coordinating services with other agencies who will pay for or provide transition services. *Pre-Employment Transition Services are not meant to reduce the responsibility of schools to provide transition services. The intent is to enhance the resources available to students with a documented disability through collaboration. Host School understands and agrees that they will not be reimbursed by the University for any costs incurred as part of the Pre-ETS program.*

The Host School will:

- Upon receipt of proof from NCDET that all NCDET personnel participant under this Agreement have passed the criminal background record check, allow the NCDET Pre-ETS staff access to DRS potentially eligible students with a documented disability and/or DRS clients (in a group setting or one-on-one) to whom they can provide Pre-ETS instructional activities;
- work with the local DRS counselors to identify, recruit, and refer students for vocational rehabilitation services;
- be responsible for collecting written parent authorization to allow their student to participate in Pre-ETS activities;
- ensure school staff and/or a classroom teacher is present and assisting to ensure the highest engagement of the students;
- communicate to the NCDET Pre-ETS staff and DRS (if applicable) any concerns brought forth by a student;
- provide information to assist staff providing Pre-ETS activities that will support the learning needs, adaptations, and/or modifications of program participants;
- assist with outreach to identify students with a documented disability and assessment of their potential need for transition services and pre-employment transition services;
- promote networking and collaboration among families, schools, community agencies and employers;
- share career assessment and planning information with DRS and Pre-ETS staff;
- work collaboratively to increased number of students obtaining their IEP and IPE goals;
- assist with the development of additional school sites by speaking with potential school leadership; and
- maintain confidentiality regarding program participants.

NCDET:

The University of Oklahoma Outreach is a lifelong learning organization dedicated to helping individuals, businesses, groups, and communities transform themselves through knowledge. *Established in 1965*, the **National Center for Disability Education and Training** seeks to advance independent living, employment, and career opportunities for people with disabilities through innovative training and direct service.

NCDET will:

- work in collaboration with DRS counselor, school transition personnel, and other persons supporting DRS potentially eligible students with a documented disability and/or DRS clients to provide Pre-ETS instructional activities in groups and/or individually;
- ensure its staff are trained and experienced in working with students with a documented disability as well as developing business relationships;
- ensure its staff have successfully passed a criminal background check; and will provide the Host School proof prior to providing Pre-ETS activities,
- support the host school staff in planning for the transition of students with a documented disability from school to post-school activities;
- work in collaboration with the teacher and current transition curriculum;
- work to increase employment and/or post-secondary student success;
- work with local school districts to create greater access for students with a documented disability and remove barriers into transition programs and activities;
- assist with outreach to identify students with a documented disability and assessment of their potential need for transition services and pre-employment transition services;
- encourage community work experiences that provide the opportunity for students with a documented disability to participate in skill development in community settings;
- promote networking and collaboration among families, schools, community agencies and employers;
- share career assessment and planning information with DRS and school staff;
- work with the local DRS counselors to identify, recruit, and refer students for vocational rehabilitation services;
- communicate to Host School staff and DRS (if applicable) any concerns brought forth by a student;
- assist with the development of additional school sites by speaking with potential school leadership; and
- maintain confidentiality regarding program participants.

Section 4 Special Terms and Assurances

A. Insurance

Each Party is hereby required to carry liability insurance or State of Oklahoma self-insurance adequate to compensate, in accordance with the limits of the Oklahoma Governmental Tort Claims Act, 51 O.S. 1991, sec 151, et seq., as amended, persons for injury to their person or property occasioned by an act of negligence by the party to be bound, its agents or employees. The Parties shall timely renew the policies to be carried pursuant to this section throughout the term of the Agreement, and provide evidence of such insurance and renewals upon request.

B. Equal Opportunity/Non-Discrimination

Each Party shall at all times comply with all federal laws relating to nondiscrimination, including, but not limited to, Presidential Executive Order 11246, as amended, and the Civil Rights Act of 1964, 42 U.S.C. §2000 *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794.; the Americans With Disabilities Act of 1990, 42 U.S.C. §12101 *et seq.;* Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 *et seq.*; the Age Discrimination in Employment Act, 42 U.S.C. §6101 *et seq.*; and all amendments to these acts, and all requirements imposed by the regulations issued pursuant to these acts, including, but not limited to, providing equal opportunity, both to those seeking employment and those seeking services, without regard to race, color, religion, sex, national origin, age, or handicap.

Each Party are an Equal Opportunity Employer, a provider of services and/or assistance, and is in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended and Executive orders 11246 and 11375. The Host School represents compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336), all amendments to, and all requirements imposed by the regulations issued pursuant to this act.

C. Drug-Free Workplace

Each Party represents compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part § 85.600 *et seq.*

D. Modification

The Agreement may only be modified by mutual consent of the Parties in writing.

E. Cancellation

1. With Cause: In the event the Host School fails to meet the terms and conditions of the Agreement, or fails to provide services in accordance with the provisions of the Agreement, the University may, upon written notice of default transmitted via Certified Mail to the Host School, cancel the Agreement effective upon receipt of notice or at 5:00 PM on the fifth calendar day from the date the University mailed the notice, whichever occurs first. Such cancellation shall not be an exclusive remedy, but shall be in addition to any other rights and remedies provided for by law.

1. Without Cause: It is further agreed that the Agreement may be canceled by either Party by providing thirty (30) days prior written notice.

F. Access to and Retention of Records

The Host School shall maintain adequate records regarding the Pre-ETS program and student participation. Authorized personnel of the University, U.S. Department of Education or other pertinent federal agencies, and authorized personnel of the Oklahoma Department of Rehabilitation Services, and other appropriate state entities shall have the right of access to records of Host School which are pertinent to the performance of the Agreement, in order

to audit, examine, make excerpts and/or transcripts. The Host School shall be required to maintain all records for three (3) years after all pending matters are closed.

G. Compliance with State and Federal Laws

Each Party to this Agreement shall comply with all applicable state and federal laws, rules and regulations relevant to the performance of the Contract. Compliance shall be the responsibility of the each Party, without reliance on or direction by the other.

Each Party hereto agrees to be responsible for its own negligent acts and omissions and those of its employees and agents as provided by the Oklahoma Governmental Tort Claims Act, 51 O.S. 1991, sec 151, et seq., as amended.
If the University notifies the Host School of a possible compliance issue, the Host School must submit an explanation to the University within forty-five (45) days of the notification. If upon receipt of the explanation the University determines the Host School is out of compliance, the Host School will have 30 days to remedy the non-compliance. If after that time the University determines the Host School has not resolved the compliance issue, the University may take any or all, but not limited to, the following options:

1. suspension of the Contract;
2. withholding of additional Contracts;
3. requiring an immediate audit of all records pertaining to the Contract;
4. the University, within 21 days of receipt of reports, shall complete review;
5. the University may choose to make an allowance on any compliance issue if appropriate documentation for the non-compliance action can be furnished.

Neither Party shall be liable for any damages resulting from any delay in delivery or failure to give notice of delay that directly or indirectly results from the elements, acts of God, delays in transportation, or delays in delivery by any cause beyond the reasonable control of the Parties.

H. FERPA

Each Party to this Agreement agrees to abide by the limitations on redisclosure of personally identifiable information from education records as set forth in the Family Educational Rights and Privacy Act (34 CFR 99.33(a)(2))

I. Clean Air Act

Each Party agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq*. The Host School agrees to report each violation to the University, and understands and agrees that the University will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.

J. Employment Relationship

This Agreement does not create an employment relationship. Individuals performing services required by the Agreement are not considered employees of the University. The

Host School's employees shall not be considered employees of the University for any purpose, and as such shall not be eligible for benefits accruing to University employees.

The University shall provide access to staff as needed to meet the requirements contained herein.

K. Contract Jurisdiction

The Agreement will be governed in all respects by the laws of the State of Oklahoma. The State of Oklahoma, District Court of Oklahoma County will be the venue in the event any legal action is filed by the Host School or the University to enforce or to interpret provisions of the Agreement.

This Agreement is the product of negotiations between the Parties, each of which has had the opportunity to consult counsel prior to the execution hereof. Therefore, the Parties agree that if this Agreement needs to be interpreted by any court (or other tribunal) having jurisdiction, no conclusions or inferences of the law shall be drawn in favor of or against either Party on the basis of which Party drafted the term or provision at issue.

L. Severability

If any provision under the Agreement, or its application to any person or circumstance, is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of the Agreement or its application that can be given effect without the invalid provision or application.

M. Ownership and Copyrights

All curriculum, instructional materials, software, reports, and videos (hereinafter "Intellectual Property") are being developed exclusively for the University or purchased by the University and shall be the property of the University. Intellectual Property created and copyrighted or trademarked by the other Party outside of the Contract shall be retained by same. This article shall not be construed to alter or diminish ownership rights provided under state or federal law or regulations.

N. Accessibility

Pursuant to Title 74, Section 85.7d and OAC 580:15-6-22 electronic and information technology procurements, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of State Finance. EIT Standards may be found at www.ok.gov/DCS/Central_Purchasing Upon request, the Host School shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system or application development/customization by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document.

O. Entire Agreement

This Agreement constitutes the entire Agreement and understanding between the Parties and supersedes all prior and/or contemporaneous discussions, representations, or contracts, whether written or oral, of the Parties relating to the work to be performed.

Section 5 Signatures

The Parties hereto agree that they may conduct the transaction by electronic means and hereby state that electronic signature shall have the same force and effect as an original signature.

THE HOST SCHOOL REPRESENTS THAT IT HAS READ AND UNDERSTAOOD THE TERMS OF THIS AGREEMENT AND MADE NO CHANGES TO THE TERMS OF THIS AGREEMENT. BY PLACING THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, THE HOST SCHOOL AGREES TO BE BOUND BY THIS AGREEMENT.

Host School

_____ _____

Signature Date

_____

Print Name and Signatory Title

Pre-ETS

FY2022-A

PRE-EMPLOYMENT TRANSITION SERVICES

Fact Sheet

The National Center for Disability Education and Training, University Oklahoma Outreach, through a grant from the Oklahoma Department of Rehabilitation Services, is making available **Pre-Employment Transition Service** (Pre-ETS) activities to high school students with disabilities. The activities described below are introductory services and are intended to help students with disabilities get an early start in identifying career interests to achieve community integration, independence, post-secondary education and/or competitive integrated employment.

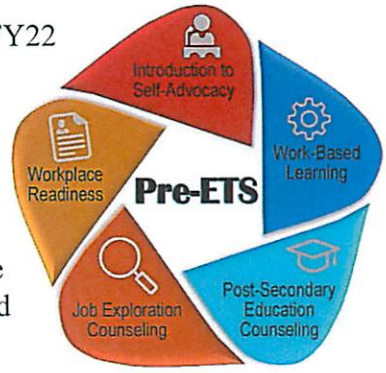
Pre-ETS are the career-focused preparation activities outlined below:

- **Job Exploration:** Exploring the world of work and career options; skills-assessments and interest inventories, labor market and in-demand occupation information
- **Work-Based Learning:** Explore appropriate workplace behaviors, participate in work-site tours and job shadowing experiences
- **Workplace Readiness:** Preparing students for the workplace; soft skills training, peer mentoring, independent living skills, and accessing transportation
- **Self-Advocacy:** Helping the student learn more about themselves, their disabilities, and how to present themselves responsibly; recognize their strengths and how to advocate for their needs and develop strategies for goal setting, time management and problem solving
- **Post-Secondary Counseling**: Exploring options for students seeking careers that require post-secondary education

Pre-ETS coordination:

- Pre-ETS activities are designed to supplement and enhance, **not** replace, a local education agency's transition program.
- Pre-ETS is designed to assist ***students with a documented disability***, ages 14-21, and enrolled in an education program.
- Students are **not** required to have a current Individual Education Plan (IEP), 504 plan, or have been determined eligible or ineligible for Vocational Rehabilitation services to participate in Pre-ETS activities.
- There is **no cost** for Pre-ETS to individuals receiving the services, their families or the school.
- A legal guardian's written consent **is** required to provide Pre-ETS.
- Participation in Pre-ETS does **not** qualify an individual for VR services.
- A student **may receive any one or any combination** of Pre-ETS tailored to their educational needs and the goal of competitive integrated employment.
- Pre-ETS activities can be provided **individually** or in a **group setting**.

FY22



Who can participate?

One or more Pre-Employment Transition Service activities can be provided to students with disabilities who have been determined eligible or are potentially eligible for DRS services and who have identified need for Pre-Employment Transition Services.

When and where do Pre-ETS take place?

The University of Oklahoma transition specialist works in collaboration with school personnel and other community partners to provide Pre-Employment Transition Service activities. These activities may be provided individually or in groups. They may take place during or after school hours, depending on the activity, duration, availability of student and coordination with partners.

How do I request Pre-ETS?

Student with a disability, who are potentially eligible or already eligible for DRS services, must complete a "Request for Pre-Employment Transition Services Authorization" form. The form must be signed by his/her parent or legal guardian and school staff.

How can Pre-ETS specialists support you?

- Conduct regularly scheduled school visits to deliver Pre-ETS activities
- Attend IEP meeting when invited
- Assist schools in enhancing established Pre-ETS student services
- Assist in developing clear communication between DRS and Education
- Identify and address community needs related to student skill development
- Partner with VR counselors and other community members in the provision of career development and work experiences
- Align curriculum and programs vertically across grade levels and content areas
- Structured communication and intervention regarding student needs

Benefits to the high school student?

- ✓ Identification of student career interests and needs
- ✓ Awareness of the variety of options and the role of post-secondary education and training
- ✓ Development of plan with outcome-oriented goals and activities
- ✓ Awareness of the variety of careers available and the variety of jobs within career fields
- ✓ Broaden perspective of personal skills to utilize, reinforce and develop for work
- ✓ Increased communication with family about student's progress and needs
- ✓ Broaden self-awareness, including how to request accommodations or services and supports

To request more information about Pre-ETS contact: Judi Goldston at jgoldston@ou.edu

The University of Oklahoma is an equal opportunity institution. To view the University Equal Opportunity Policy see www.ou.edu/eoo

Supplemental Staffing Agreement

This agreement is entered the 8th of August 2022 by and between **Chickasha Public Schools** hereinafter referred to as the **facility** and **Specialty Care Medical/Pediatrics, Inc.** hereinafter referred to as the **Agency.**

Terms of Agreement

This agreement shall commence August 2022 – May 2023. Either party may cancel or amend this agreement by giving the other party 30 days written notice.

This contract is stating that there will be nursing services provided every day that school will be in session that the individuals receiving the services are present.

Description of Services

The agency shall upon request of the facility, supply health care personnel to the facility for supplemental staffing; The agency shall be responsible for the screening of all personnel to determine the qualifications and competence of the personnel. The screening process shall be determined by the agency. However, the agency agrees that all personnel sent to the facility shall meet the qualifications below.

Agency personnel requirements:

TB screening
Hepatitis screening
Valid driver's license
Knowledge of universal precautions
Must satisfactorily pass competency evaluation

Ability to read and write English
Present in a professional manner

Maturity and ability to deal effectively with the demands of the job

Adhere to the facilities dress code
OK Screen
Copy of current nursing license

CPR certified

The agency acknowledges and agrees that is an independent contractor of the facility and all personnel who perform services at the facility shall be deemed employees of the agency. The agency shall withhold from compensation payable to such personnel, Federal income tax. FICA. And any other amounts required by law to he withheld by employers.

Supplemental Staffing Agreement

Indemnification

The agency agrees to indemnify ,defend and hold harmless the facility from all liability, claims, demands, costs or judgments arising out of injury and damages caused by the agency's employees and the negligence and or intentional acts unless liability is caused by or arises from the negligence or intentional acts or omissions of the facility's agents, employees, officers or partners.

The facility agrees to notify the agency within five working days of any claim made against it based on the obligation indemnified against above. The facility further agrees to indemnify and hold harmless the agency from all claims, suits, demands, cost, or judgment arising out of negligence and or acts of the facility's employees, Agents, officers or partners.

The facility will further supply to the agency evidence of premise liability coverage the agency will furnish evidence of Workers Compensation insurance for its employees, agents, officers or partners.

Recruitment of Agency and Facility Personnel

Recognizing the special nature of the relationship existing between each party and that the recruiting and gaining of personnel by each party is a costly and time-consuming endeavor, each party agrees that it will not actively recruit each other's personnel. If such practice occurs, this would constitute a breach of contract and the agreement would be terminated immediately. Furthermore, a $1,500 fee will be charged to the facility.

Right to Dismiss

If at the sole discretion of the facility, an employee from the Agency is deemed substandard while performing his/ her duties the facility may require said employee to leave the facility's premises.

The facility shall notify the Agency immediately of such action and the facility will be billed for hours worked.

Cancellation of Ordered Services

The facility reserves the right to cancel ordered services two (2) hours before the shift begins. For shifts requested by the facility for holidays and evenings, a seventy-two - hour notice is required. If the facility fails to comply with this agreement for cancellation the facility will be billed for hours of service ordered.

Compensation

The agency looks to the facility for full compensation of all services rendered by the agency's employees. Payment is expected thirty days from the date of invoice. See attachment for billing rates,

overtime policy and holiday schedule. (Please refer to addendum A).

Miscellaneous

The agency staff rendering services to the facility have read and signed a confidentiality statement prior to working.

The Agency's employees will abide to the facilities policies and procedures.

If the patient that the agency is caring for is absent for any reason, the facility may choose to use the employee sent by the agency or may cancel service at their discretion. There will be no charge for days that services are canceled. This provision negates "cancellation of ordered services' paragraph.

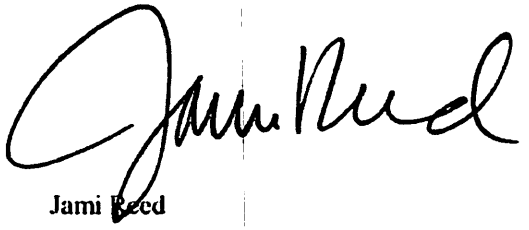
There is a four (4) hour minimum visit for every shift worked.

If the primary caregiver is unable to work on any given day that services are required, the agency agrees to send a qualified replacement.

In witness hereof, the parties hereto have executed this agreement.

Specialty Care Pediatrics/Medical

Signature with Title



Jami Reed

Jami Reed, Owner/CEO

Date

08/03/2022

Address

2236 NW 164th St Edmond, Oklahoma 73013]

-

Chickasha Public Schools

Signature with Title_____

Date _____

Address

_____

_____

_____

Hourly Bill Rates: Registered Nurse (RN) – $55.00

Licensed Practical Nurse (LPN) – $36.00

Holiday Policy

New Year's Eve New Year's Day Memorial Day Independence Day Labor Day Thanksgiving Day Christmas Eve Christmas Day

ADDENDUM A

All holiday shifts will be billed at one and one-half times the normal bill rate.

Heartland

Heartland Payment Systems
dba Heartland School Solutions
PO Box 936565
Atlanta, GA 31193-6565

THIS IS NOT AN INVOICE. *Please complete this form & return it by Email or mail to confirm your annual support services for the 2022-2023 school year.*
If mailing, send to:
765 Jefferson Road #400 , Rochester NY 14623

Annual Support Quote	08/25/2022

Bill To:

Chickasha Public Schools
HSS-Chickasha
300 W Choctaw Ave Accounts Payable
Chickasha, OK 73018-2213

Billing Contact Information:

First: _____ Last: _____
Email Address: _____
Phone Number: _____
Job Title: _____

If address information is incorrect, please make corrections above. Please write in the Billing contact information above.

Customer #	Contract #	Location (if applicable)	Terms	Invoice Date
2442527-114856	MOS_00001963	Chickasha OK	Net 30	07/01/2022

☐ Line Items Are Accurate
☐ Changes Needed to Line Items

Use this space to indicate changes:

Coverage Start Date	Coverage End Date	Product Code	Item Description	Quantity	Annual Unit Price	Extended Price
08/01/2022	06/30/2023	HSS1082	SUB: Mosaic Cloud Back of the House Multi-Site	5	412.50	2,062.50

Pre-Invoice Order Quote Total 2,062.50

PURPOSE OF ACCOUNT

SCHOOL YEAR 2022-2023

ACCOUNT NAME: GRAND STAFF ACCOUNT – 001/917

PURPOSE OF ACCOUNT: The purpose of this account is to provide for Grand Staff bereavement flowers, foundation gala items and staff birthdays.

REVENUE: Grand Staff Employee Contributions

EXPENSES: Flowers, foundation gala items, monthly staff birthday cakes and supplies.

FOR ACTIVITY OFFICE USE ONLY

Judith Hamm
CUSTODIAN'S SIGNATURE

8-17-22
DATE

BOARD PRESIDENT

DATE APPROVED

PURPOSE OF ACCOUNT FORM
SCHOOL YEAR
2022-2023
Project #001-Program 901

(1) ACCOUNT NAME: Bill Wallace Office Account

(2) PURPOSE OF ACCOUNT: The purpose of this account is to accumulate and expend revenues collected for the enhancement of instructional services and enrichment of the educational program.

(3) REVENUE: Donations, proceeds from food booths, fundraisers, and participation in non-profit fundraising activities (jump rope for heart, ecology t-shirts and Math-a thon etc.) Field trip expenses.Scholastic orders School Pictures, Vending Machines, Yearbooks

(4) LIST FUNDRAISERS: (YOU MUST LIST SPECIFIC FUND RAISERS)
(1) Candy sale (2) Car washes (3) School fairs/carnivals, (4) Auction dinners (5) Recycling, (6) Candle sales, (7) Hat day, (8) ArtShow (9)Yearbooks, (10) Folders (11) Donations for non-profit organizations (12)Country Meats beef stick sales,(13) catalog sales (12) Donations from individuals 13) Fall, Spring Class, Graduation, Santa Pictures (14) Cherrydale Fundraiser (15) Reading for Education (16) Together Fundraising,candy and popcorn (17) T-shirts wing T

EXPENSES: Teaching supplies, instructional materials and publications, in-service costs, Christmas parade supplies, donations which may include flowers for students/teachers, Assemblies/guest speakers, Maintenance of building and grounds supplies, donations which may include students and staff. Reimbursement to staff. Food for Staff and Students, luncheons in lieu of banquets,Scholastic orders, PTO donations to be used for classroom supplies for teachers, garden supplies. Memorial/Get well flowers. Teacher of Year, staff/students, family in need of gifts. Professional Development/training expenses, positive incentives, awards, folders, car tags, Santa for pictures, yearbooks, graduation supplies, newsletter expenses, PPE, Reimbursement for various employee pay and donations, buses/drivers, utility cost to district, fieldtrip expenses, security cost, supply for craft show, Donations to Chickasha Public Schools Foundation, building decorations. .

FOR ACTIVITY OFFICE USE ONLY

Amanda Yancey
CUSTODIAN'S SIGNATURE

8/25/2020
DATE

BOARD PRESIDENT

DATE APPROVED

PURPOSE OF ACCOUNT FORM

SCHOOL YEAR 2022/2023

ACCOUNT NAME: _Student Activity Account

PURPOSE OF ACCOUNT: To provide funds for the numerous activities and programs geared towards our high school students, faculty and staff. To help maintain and operate the daily business of a high-school.

REVENUE: Food trucks, t-shirt/apparel sales, snack sales, student/ Faculty activities, painted parking spaces for seniors.

LIST FUND RAISERS (you must list specific fund raiser i.e. candy)

Food trucks	_tshirt/apparel sales	snack sales
Student/faculty activities	painted parking spaces for seniors	
_____	_____	_____
_____	_____	_____

EXPENSES: Projects, programs, CHS student/faculty activities, travel and lodging for conferences not covered by Title money (example counselor conference), awards for students, food & refreshments for special events.

_____

ACTIVITY FUND USE ONLY

Debbie Davis _____ 9-16-22

CUSTODIAN'S SIGNATURE DATE

_____ _____

BOARD PRESIDENT DATE APPROVED

Grand Surplus- August 2022

Journey's leveled readers (most are higher levels & our teachers have what they need/want & I have no place to store them)

ISBN# 9780547903798- 2 boxes

ISBN# 9780547903804- 3 boxes

ISBN# 9780547903682- 2 boxes

ISBN# 9780547903825- 2 boxes

ISBN# 9780547903828- 2 boxes

ISBN# 9780547903668- 3 boxes

Athletics Surplus

Baseball- old cage nets in the baseball complex.
Boys Basketball- 15 practice jerseys
30 rip aways pants

Chickasha Public Schools

Overnight Travel Form

Organization: CHS Date: 9-6-22

Sponsor: Debby Davis Cell: 405-596-0085

Travel Destination: Atlanta, GA

Dates of Travel Departure: Sunday Oct 9th Time: 6:00am

Return: Wed, Oct 12th Time: 11:00pm

School days missed: 3

Purpose of Travel: 32nd National Dropout Prevention Ctr Conf.

Method of Travel: Air

Number of students attending: 0
(Please attach a list of students by grade to this form when being submitted for review.)

Names of ~~Additional Sponsors~~: Attendees

1. Debby Davis, Principal
2. Kristi Davis, Counselor
3. Cristi Oliver, Graduation Coach
4.
5.
6.
7.
8.
9.
10.

Note: Background checks must be completed and on file with site or district administration prior to departure.

Checklist:

- Room assignments have been made and approved by admin. ( )
- Parent permission forms have been collected for each student. ( )
- A plan is in place for all students to complete and submit work. ( )
- Emergency contact information has been collected for all travelers. ( )

Principal Signature: Debby Davis Date: 9-6-22

Request Approved: ✓ Denied: _____ (give reason)

Date submitted to Supt Office for review: 9-6-2022

Developed: December 2021

National Dropout Prevention Conference
October 9-12, 2022
Atlanta, GA

Conference Website:
https://web.cvent.com/event/98146e36-7522-4b46-895d-20414322ed3a/websitePage:1c454374-2466-4dd1-818f-14485cc0c52a

Attendees: Debby Davis, Principal
Kristi Davis, Counselor
Cristie Oliver, Graduation Coach

Accommodations: Westin Peachtree Plaza
210 Peachtree St., NW
Atlanta, GA 30303
(405) 659-1400
$185 per night using the "NDPC" group rate price
2 rooms for 3 nights = approximately w/fees $1,200

Registration: $695 per person
Total = $1,390

Travel: Southwest Airlines approximately $500 per traveler
Leave 6:00 on Sunday, Oct 9th
Return on the evening of Wednesday, Oct 12 (last session is over at noon)

Per Diem: $50 a day/ 4 days for 3 people - Total: $600

Total: $4,690 - Title 1 Funds

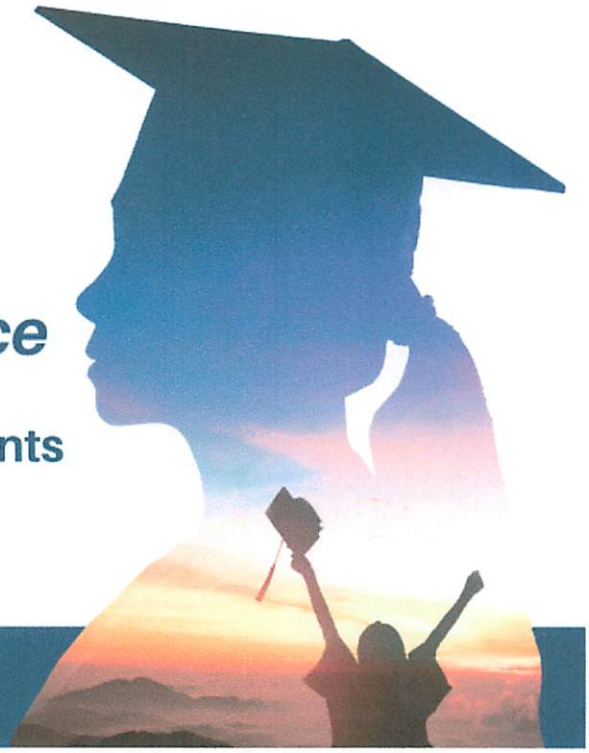
NATIONAL DROPOUT PREVENTION CENTER

32nd National Dropout Prevention Center Conference

Creating Systems to Support ALL Students

October 9 - 12, 2022

Peachtree Westin - Atlanta, GA



32nd Annual National Dropout Prevention Conference
Creating Systems to Support ALL Students

After a two-year break due to the pandemic, NDPC is proud to be hosting the 32nd Annual National Dropout Prevention Conference at the Westin Peachtree in Atlanta Georgia, October 9-12, 2022. The last two years have highlighted more than ever the needs of the students we serve and the incredible work in support of ALL students in schools and districts across the country.

The Conference is designed to bring best practices, next practices, research, and practical strategies to the professionals that serve at-risk and struggling students across multiple settings. Sessions will include:

- Practitioner led sessions highlighting successful strategies they have used to support ALL students in their systems
- Thought leaders and researchers sharing cutting edge insights
- How-to sessions to immediately impact the students you serve
- Networking opportunities to connect with and learn from your colleagues across the country

Come as a team – Leave with a plan – Schools and Districts are strongly encouraged to send teams to engage and build a plan for system-wide focus on meeting the needs of ALL students. For teams of five or more in attendance, NDPC will provide the opportunity to meet either prior to the Conference or while on-site to support the development of a tailored plan for the team to implement.

Conference Details

October 9-12, 2022
The Westin Peachtree Plaza
210 Peachtree St NW
Atlanta, GA 30303

Hotel registration link: 32nd Annual National Dropout Prevention Conference – Start your reservation (passkey.com)

Chickasha Public Schools

Overnight Travel Form

Organization: CPS Federal Programs Date: 9/2/22

Coordinator: ~~Sponsor:~~ Demeka Norwood Cell: 662-832-5479

Travel Destination: San Diego, CA

Dates of Travel Departure: October 28, 2022 Time: TBD

Return: November 1, 2022 Time: TBD

School days missed: 3 Based on Flights

Purpose of Travel: To attend the 2022 National Association for the Education of Homeless Children and Youth

Method of Travel: Airplane

Number of students attending: 0

(Please attach a list of students by grade to this form when being submitted for review.)

Names of Additional ~~Sponsors:~~ Attendee:

1. Kaitlyn Verser
2.
3.
4.
5.
6.
7.
8.
9.
10.

Note: Background checks must be completed and on file with site or district administration prior to departure.

Checklist:

- Room assignments have been made and approved by admin. (✓)
- Parent permission forms have been collected for each student. (N/A)
- A plan is in place for all students to complete and submit work. (N/A)
- Emergency contact information has been collected for all travelers. (✓)

Principal Signature: [signature] Date: 9-2-22

Request Approved: ✓ Denied: _____ (give reason)

Date submitted to Supt Office for review: 9/2/22

Developed: December 2021

NATIONAL ASSOCIATION FOR THE EDUCATION OF HOMELESS CHILDREN AND YOUTH

Conference Prices

PreConference – October 29 / Conference – October 30, October 31, and November 1 (2 1/2 days)

NAEHCY Members save $50.00 on conference registration! If you are not a member, now is a great time to join. Click here to access the membership page. (Please note that NAEHCY membership is annual and attendance at a conference does not automatically renew your membership. If you are unsure of your membership status, please email info@naehcy.org to inquire.)

		Pre Conference and Conference	Conference Only	Pre Conference Only
MEMBER	In-Person	$948.00	$699.00	$249.00
	Virtual	$598.00	$399.00	$199.00
NON-MEMBER	In-Person	$998.00	$749.00	$299.00
	Virtual	$648.00	$449.99	$249.00

998.00 X 2 = 1,996.00

Hilton
FOR THE STAY

Join Sign In

Embassy Suites by Hilton San Diego Bay Downtown

Edit stay

Fri, Oct 28 – Tue, Nov 1, 2022
1 room for 1 adult

Payment and Guest Details

Step 3 of 3

Total for stay

$726.11

Hide price details

Price in $USD

2 Room Suite - 2 Double Beds - Bayview	
Naehcy 2022 Ann Conf	
28 Oct 2022	$161.00
29 Oct 2022	$161.00
30 Oct 2022	$161.00
31 Oct 2022	$161.00
Total room charge	**$644.00**
12.75 % per room, per night	
Total taxes	**$82.11**

Total for stay: $726.11

All fields are required unless marked optional.

Payment

Card number

Month **Year**

Guest information

Review and pay

« New search

Please follow the instructions from your card issuer in the box below, or close this dialog to use a different form of payment. X

DEPART

Oklahoma City, OK to San Diego, CA

Friday, October 28, 2022

Flight	Depart	Arrive	Travel time	Class	Seats
4916 American Airlines Operated by SkyWest Airlines as American Eagle	11:24 AM OKC	12:32 PM DFW	1h 8m	Economy	10C 10D
Stop: Dallas/ Fort Worth (DFW)					
2747 American Airlines	1:42 PM DFW	2:43 PM SAN	3h 1m	Economy	25B 25A

RETURN

San Diego, CA to Oklahoma City, OK

Tuesday, November 1, 2022

Flight	Depart	Arrive	Travel time	Class	Seats
1907 American Airlines	12:41 PM SAN	1:59 PM PHX	1h 18m	Economy	20C 20B

Flight	Depart	Arrive	Travel time	Class	Seats
	Stop: Phoenix (PHX)				
3063 American Airlines Operated by SkyWest Airlines as American Eagle	3:55 PM PHX	8:05 PM OKC	2h 10m	Economy	15C 15D

Cost summary

Your trip total

$1,340.38

Includes all taxes and carrier-imposed fees

or as low as $122/mo with affirm. Learn more

Passenger (2)	
Trip OKC / SAN	$1,159.06
Taxes	$181.32
Carrier-imposed fees	$0.00
Total (all passengers)	**$1,340.38**

Bag and optional fees

Reservation and tickets FAQs

Price and Tax Information

Conditions of Carriage

Pay today:	$1,340.38
Card statement credit:	- $200.00
Total after statement credit:	**$1,140.38**

Earn up to a $200 statement credit

Plus, 40,000 bonus miles with this credit card offer. Terms apply. Learn more

October 29, 2022 – November 1, 2022
8:00 AM-3:00 PM PT

Manchester Grand Hyatt San Diego

1 Market Pl
San Diego, CA 92101

Conference **Overview**

HELLO and WELCOME to our

2022 Annual Conference website! This year you can expect a dynamic in-person conference in San Diego, CA. We will also have a virtual registration. You can expect the usual formats, but also a lot of new things. . . more worth knowing. . . more networking. . . more options!

In addition to engaging with nationally recognized speakers, this annual conference offers an opportunity to learn from field practitioners and subject matter experts. Attendees also get the opportunity to network with peers from across the nation and share and learn effective strategies and interventions designed to ensure educational equity and excellence for children and youth experiencing homelessness.

About **Us**

The National Association for the Education of Homeless Children and Youth (NAEHCY) is a national nonprofit, membership association. Our mission is dedicated to ensuring educational equity and excellence for children and youth experiencing homelessness, including high mobility children and youth, through collaboration, learning, leadership and capacity building of our members.

We fulfill our mission by providing technical assistance and sharing best-practice implementation strategies to build the capacity of individuals, agencies, and organizations to ensure the academic success of children. As such, we support state and federal administrators, homeless liaisons, educators, community service providers, advocates, parents and youth. In addition, we collaborate with partners to advocate for public policy change to ensure all children and youth succeed in

NAEHCY
NATIONAL ASSOCIATION FOR THE EDUCATION OF HOMELESS CHILDREN AND YOUTH

SUMMARY **AGENDA** FEES
HOTELS AND TRAVEL
CONFERENCE PREPARATION
CONFERENCE FAQs

Agenda

Please Note: If you are a virtual attendee, all sessions will be live-streamed to give you access to all sessions.

Registering for sessions prior to registering for the conference is not required.

Conference Times are set for the Pacific Time Zone.

34th Annual Schedule at a Glance

Here's an overview of what's happening at the event!

Pre-Conference - October 29, 2022

Welcome and Breakfast
7:00 AM - 8:30 AM

Pre-Conference Institutes I
8:30 AM - 10:30 AM

Wellness Break
10:30 AM - 11:00 AM

Networking Luncheon (On Your Own)
11:00 AM - 12:30 PM

Pre-Conference Institutes II
12:30 PM - 2:30 PM

Conference Day 1 - State Networking - October 30,2022

Conference Breakfast of the Day
7:00 AM - 8:00 AM

Opening General Session - Keynote Speaker
8:00 AM - 9:45 AM

Wellness Break
9:45 AM - 10:00 AM

Concurrent Sessions 1
10:00 AM - 11:15 AM

Wellness Break
11:15 AM - 11:30 AM

General Session Luncheon - State Tables
11:30 AM - 1:30 PM

Concurrent Sessions 2
1:30 PM - 2:45 PM

Wellness Break
2:45 PM - 3:00 PM

Concurrent Sessions 3
3:00 PM - 4:15 PM

NAEHCY Annual Meeting/Opening Night Reception
4:30 PM - 7:30 PM

Conference Day 2 - Youth Day - October 31, 2022

Conference Registration and Help Desk/Vendor and Exhibitor Exploration
7:00 AM - 4:00 PM

Conference Breakfast of the Day
7:00 AM - 8:00 AM

Opening General Session - Keynote Speaker
8:00 AM -9:45 AM

Concurrent Session 4
9:45 AM - 11:00 AM

Wellness Break
11:00 AM - 11:15 AM

Concurrent Sessions 5
11:15 AM - 12:30 PM

General Session Luncheon - College Colors
12:30 PM - 1:45 PM

Concurrent Session 6
1:45 Pm - 3:00 PM

Wellness and Refreshment Break
3:00 PM - 3:30 PM

Concurrent Session 7
3:30 PM - 4:45 PM

Conference Day 3 - Celebration - November 1, 2022

Conference Breakfast of the Day
7:00 AM - 8:00 AM

General Closing Session - Keynote
8:00 AM - 9:45 AM

Concurrent Sessions 8
9:45 AM - 11:00 AM

Wellness and Refreshment Break
11:00 AM - 11:45 AM

Conference Adjournment - Thank you for Attending
See you Next Year!

NAEHCY
NATIONAL ASSOCIATION FOR THE EDUCATION OF HOMELESS CHILDREN AND YOUTH

Contact Us

Follow us on:

Cvent Privacy Policy | NAEHCY Privacy Policy

Chickasha Public Schools

Overnight Travel Form

Organization: CPS Federal Programs Date: 9/2/22

~~Sponsor~~ Coordinator: Demeka Norwood Cell: 662-832-5479

Travel Destination: Indianapolis, IN

Dates of Travel Departure: 1/31/23 Time: TBD

Return: 2/4/23 Time: TBD

School days missed: 4

Purpose of Travel: National ESEA Conference - 2023

Method of Travel: Airplane

Number of students attending: 0

(Please attach a list of students by grade to this form when being submitted for review.)

Attendees:

Names of Additional ~~Sponsors~~:

1. Michele Castleberry
2. Lisa Turner
3. Mary Curtis
4. Brithie Howe
5.
6.
7.
8.
9.
10.

Note: Background checks must be completed and on file with site or district administration prior to departure.

Checklist:

- Room assignments have been made and approved by admin. (✓)
- Parent permission forms have been collected for each student. (N/A)
- A plan is in place for all students to complete and submit work. (N/A)
- Emergency contact information has been collected for all travelers. (✓)

Principal Signature: [signature] Date: 9-2-22

Request Approved: ✓ Denied: _____ (give reason)

Date submitted to Supt Office for review: 9/2/22

Developed: December 2021

need to attend the 2023 National ESEA Conference.
DOWNLOAD IT NOW!

Registration Types & Prices

INDIVIDUAL REGISTRATION
In-Person & Virtual

$629 – EARLY BIRD PRICE
Available June 1 - December 31, 2022

$699 - STANDARD PRICE
Starting January 1, 2023

X 5 =
$3,145

Download the Attendee Guide for More Information
NOTE: If paying by check, the check must be received no later than January 27, 2023.

GROUP REGISTRATION
10 or more people

$589/each
June 1 - November 30
No Group Packages available after November 30

Group Registration FAQs

REGISTER HERE!

Exhibit Hall Schedule

The National ESEA Conference includes two full days of exhibits inside the Exhibit Hall and many Conference sessions

Thursday February 2	Friday February 3

Westin

Pricing:
$279 (Including all taxes and fees)

Conference rate of $237 plus taxes and fees of $42
$289 - triple occupancy
$299 - quad occupancy

Make a Reservation

$279 x 4 nights = 1,116
x 3 rooms
3,348

Located in the heart of downtown Indianapolis and across the street from the Indiana State Capitol building, the stunning Westin Indianapolis is connected via sky-bridge to the Indiana Convention Center.

Address:

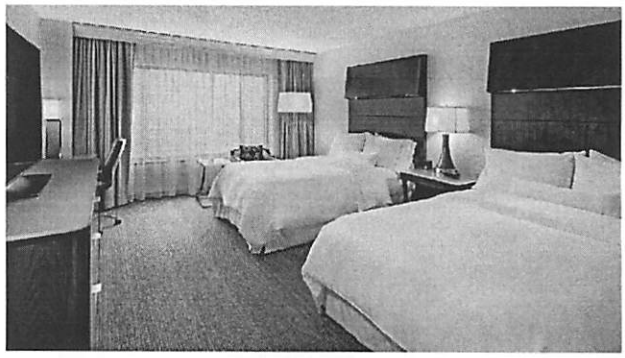
241 W Washington St.
Indianapolis, IN 46204

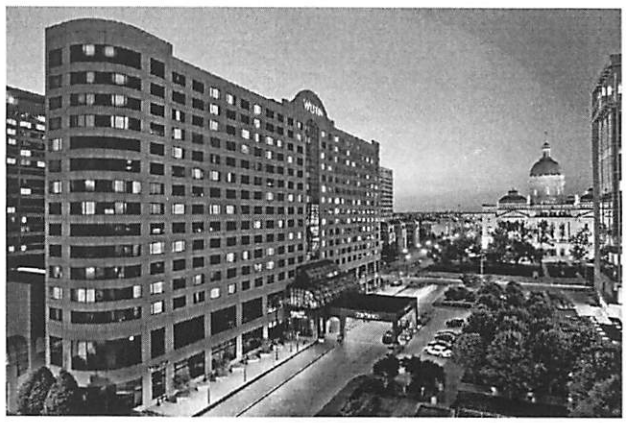
0.1 mile Skywalk Connection to Indiana Convention Center

Amenities:

- Free WiFi
- Starbucks
- Upscale steakhouse
- Cocktail lounge
- Indoor pool
- Fitness center
- Business center

View hotel policies on the Hotels & Travel Page





Choose flights

« New search

Your trip summary

Main Cabin Flexible

Round trip (Flexible)

$741 average per person

Total $3,701.00 (all passengers)

Price and tax information

Good value with benefits

- Changes or refunds allowed
- Choose your seat at no charge on American flights (fee may apply for preferred or Main Cabin Extra seats)
- General boarding
- Eligible for upgrades on American flights

Includes taxes and carrier imposed fees.

Bag and optional fees

Depart Oklahoma City, OK to Indianapolis, IN

Tuesday, January 31, 2023

8:16 AM → 1:21 PM 4h 5m 1 stop Main Cabin Flexible

OKC - DFW ■ AA 3068 ■ CR7-Canadair RJ 700

■ Operated by SkyWest Airlines As American Eagle

DFW - IND ■ AA 2456 ■ 738-Boeing 737

⚠ Please note connection time, Change terminals

Details | Change

Return Indianapolis, IN to Oklahoma City, OK

Saturday, February 4, 2023

1:22 PM → 6:14 PM 5h 52m 1 stop Main Cabin Flexible

IND - AUS ■ AA 4069 ■ E75-Embraer 175

■ Operated by Envoy Air As American Eagle

AUS - OKC ■ AA 4244 ■ E75-Embraer 175

■ Operated by Envoy Air As American Eagle

Details | Change

Upgrade to First

Round trip (Flexible)

+$1,415 average per person

Total $ 10,776.05 (all passengers)

Upgrade

Best way to travel

- Changes or refunds allowed
- Our largest, most comfortable seat
- 2 free checked bags*
- Priority security at participating airports
- Priority boarding

*On planes with both Business and First, you get 1 extra checked bag or 2 if you're AAdvantage Executive Platinum® or AAdvantage Platinum Pro®.

National ESEA Conference – 2023

What is ESEA?

The Elementary and Secondary Education Act (ESEA) has been the most far-reaching federal legislation affecting education ever passed by Congress. Title I under the ESEA was designed by President Lyndon B. Johnson in 1965 to address the literacy and mathematics skill gaps between disadvantaged students and their more affluent peers. The legislation and efforts to provide equity have evolved continuously over the past 50+ years.

What is the ESEA Conference?

The ESEA Conference is an annual project and is the premier national conference entirely focused on federal education programs for disadvantaged students. While its primary focus is Title I – Part A (the largest federally-funded program), it extends to include the full range of other federal education programs. The conference's overarching goal is to build the capacity of education professionals to provide disadvantaged children with a high-quality education.

Where and when is the upcoming conference?

The 2023 National ESEA Conference will be in Indianapolis, IN from February 1-4, 2023.

What are some of the benefits of attending?

- Opportunity to attend large-scale keynote lectures hosting national education leaders
- Participation in smaller workshop sessions relevant to individual roles and including live question & answer times
- Time to network with colleagues from across the nation and gain perspective through peer discussions and small-group activities
- Opportunities to engage in presentations by colleagues whose strategies have had measurable positive impacts on student achievement
- Timely updates about federal education funding issues and the imperative for coordination and integration of federal programs/funds
- Time to explore relevant educational products and services designed specifically with federal programs educators in mind
- An invaluable opportunity to invest time in deeply understanding the anchors of Title I: evidence-based practices (to lift up students), high-quality professional development (to lift up teachers and administrators), and collaboration and partnership (to lift up parents and communities)

Schedule Overview

Times shown are listed in Eastern Time (local time Indianapolis, IN)

Schedule subject to change

Session titles and presenters will be posted as they are finalized

Tuesday January 31

- **12:00pm - 9:00pm** - Badge Pick Up

Wednesday, February 1

- **7:00am - 5:00pm** - Badge Pick Up
- **9:00am - 10:30am** - Opening Keynote
- **10:45am - 5:00pm** - Concurrent Sessions

Thursday, February 2

- **7:30am - 5:00pm** - Badge Pick Up
- **8:00am - 9:15am** - Keynote
- **9:30am - 11:00am** - Concurrent Sessions
- **10:30am - 5:00pm** - Exhibit Hall Open
- **11:00am - 12:30pm** - Dedicated Exhibit Hall Time
- **12:30pm - 2:00pm** - Dedicated Exhibit Hall Time & Promotional Sessions
- **2:00pm - 5:00pm** - Concurrent Sessions

Friday, February 3

- **7:30am - 5:00pm** - Badge Pick Up
- **8:00am - 11:00am** - Concurrent Sessions
- **9:00am - 3:00pm** - Exhibit Hall Open
- **11:00am - 1:00pm** - Dedicated Exhibit Hall Time & Promotional Sessions
- **1:00pm - 3:45pm** - Concurrent Sessions
- **4:00pm - 5:15pm** - Keynote

Saturday, February

- **8:15am - 12:30pm** - Badge Pick Up
- **8:30am - 9:45am** - Keynote
- **10:00am - 1:00pm** - Concurrent Sessions

Chickasha Public Schools
Exhibit A
September 12, 2022

SY-2022-2023 Certified Probationary Hire(s)

SY-2022-2023 Emergency Certified Hire(s)

CMS	Position	Effective Date
Laekynn Parish	FACS Teacher	8/29/2022
Regina Stuart	Special Education Teacher	9/1/2022

SY-2022-2023 Certified Hire(s)

ALC	Position	Effective Date
Alice Hurry	Evening Instructor	9/1/2022
MaryAnne Ward	Instructor Purcell/Pauls Valley	9/1/2022

SY-2022-2023 Certified Extra Duty(s)

Bill Wallace	Position	Effective Date
Janella Mendenhall	Home Based Teacher	8/18/2022
Brandi Mantooth	Home Based Teacher	8/18/2022
Janella Mendenhall	IEP Writer	8/18/2022
Alicia Spain	IEP Writer	8/18/2022
Brandi Mantooth	IEP Writer	8/18/2022
Corrina Keith-Brown	Mentor Teacher	8/18/2022
Amber Esquivel	Mentor Teacher	8/18/2022
Jamie Evans	Mentor Teacher	8/18/2022
Dominique Golightly	Mentor Teacher	8/18/2022
Brandi Mantooth	Mentor Teacher	8/18/2022
Janella Mendenhall	Mentor Teacher	8/18/2022
Amber Walsh	Mentor Teacher	8/18/2022

Grand	Position	Effective Date
Tarrah Kinney	Substitutue Daycare Worker	**9/1/2022**
Brittany Bollinger	Home Based Teacher	**8/18/2022**
Becky Kent	Home Based Teacher	**8/18/2022**
Lisa Youngblood	Home Based Teacher	**8/18/2022**
Dereth Harrison	Building Testing Coordinator	**9/1/2022**
Megan Crowder	Mentor Teacher	**8/18/2022**
Jennifer Phillips	Mentor Teacher	**8/18/2022**
Shawna Pool	Mentor Teacher	**8/18/2022**
Lincoln	**Position**	**Effective Date**
Angie Morgan	Building Testing Coordinator	**9/1/2022**
Mandy Brooks	Mentor Teacher	**8/18/2022**
Christina Cook	Mentor Teacher	**8/18/2022**
Mike Elliott	Mentor Teacher	**8/18/2022**
Joanie McDonald	Mentor Teacher	**8/18/2022**
Claudia Smith	Mentor Teacher	**8/18/2022**
CMS	**Position**	**Effective Date**
Amber Johnson	Home Based Teacher	**9/1/2022**
Amber Johnson	IEP Writer	**8/16/2022**
Tori Weber	Building Testing Coordinator	**9/1/2022**
Cheryl Music-Sweeden	Mentor Teacher	**8/18/2022**
CHS	**Position**	**Effective Date**
Annette Shaw	Color Guard Coach	**8/9/2022**
Jennifer Terry	Home Based Teacher	**8/18/2022**
Max Matthes	Home Based Teacher	**8/18/2022**
Sharita Brown	Home Based Teacher	**8/18/2022**
Miranda Molder	Spirit Club	**9/1/2022**
Grahme Croslin	Strength and Conditioning	**9/1/2022**
Eric Gibson	Strength and Conditioning	**9/1/2022**
Kristi Davis	Building Testing Coordinator	**9/1/2022**
Kevin James	Substitute Bus Driver	**9/1/2022**

Sharita Brown	Mentor Teacher	**8/18/2022**
Novah Klein	Mentor Teacher	**8/18/2022**
Brian Steele	Mentor Teacher	**8/18/2022**

SY-2022-23 CertifiedTransfers/Promotions/Re-assignments/Workday Adjustments(s)

Grand	From:	To:	Effective Date
Audra Peterson	4th Grade Teacher at Grand	Library/Media Specialist at BW	**9/26/2022**
Lincoln	**From:**	**To:**	**Effective Date**
Angela Morgan	Federal Programs/Asst. Principal	Asst. Principal	**7/1/2022**

2021-22 Certified Resignation(s)

Administration	Position	Effective Date
Donna York	Intervention Specialist **PT**	**9/2/2022**

2022-23 Support Hire(s)

Bill Wallace	Position	Effective Date
Melissa Johnston	Teacher Assistant	**8/23/2022**
Lincoln	**Position**	**Effective Date**
Jennifer Blevins	Secretary	**8/30/2022**
CMS	**Position**	**Effective Date**
Jennifer Sykes	Paraprofessional	**8/25/2022**
Traci Ryans	Library Assistant	**8/29/2022**
CHS	**Position**	**Effective Date**
Rachelle Nix	Paraprofessional	**8/29/2022**
Central Kitchen	**Position**	**Effective Date**
Olajawon Davis	Food Delivery Driver	**8/25/2022**
Judy Richardson	Long Term Sub	**9/1/2022**
Transportation	**Position**	**Effective Date**
Beki Duncan	Bus Monitor	**9/6/2022**

2022-23 Support Extra Duty(s)

Activity Center	Position	Effective Date
Michelle Fleetwood	Activity Center Manager	**9/1/2022**
Administration	**Position**	**Effective Date**
Toni Simon	Back Up Board Clerk	**7/1/2022**

2022-23 Support Transfers/Promotions/Re-assignments/Workday Adjustments(s)

BWECC	From:	To:	Effective Date
Christina Reeder	TA at BW	PreK Teacher at BW	**8/9/2022**
Jessica Barron	Para II at BW	Long Term Sub/Para	**8/9/2022**
CHS	**From:**	**To:**	**Effective Date**
Chelsea Ince	Nurse Assistant-Suppport	School Nurse-Certified	**8/9/2022**
District Wide	**From:**	**To:**	**Effective Date**
Robert Buckner	Custodian **4.5 hr. 10 months**	Custodian **8 hr. 12 months**	**8/22/2022**
Maintenance	**From:**	**To:**	**Effective Date**
Jamie Saunier	Grounds/Bus Monitor **8 Hrs.**	Grounds 8 Hrs	**7/1/2022**

2022-23 Support Resignation(s)

Grand	Position	Effective Date
Magen Wilkerson	Paraprofessional	**8/25/2022**
CMS	**Position**	**Effective Date**
Ann Dyer	Library Assistant	**9/9/2022**
Trans./Maint.	**Position**	**Effective Date**
Olajawon Davis	Food Service Delivery Driver	**8/31/2022**

2022-23 Leave of Absence

Central Kitchen	From:	To:	Effective Date
Brenda Saunier	8/9/2022	TBD	8/9/2022