

**AGENDA**  
Sapulpa Public Schools  
Regular Virtual and Physical Meeting  
Washington Administration Center Board Room  
511 E Lee  
Sapulpa, OK 74066  
Monday, April 11, 2022 at 6:00 PM

This meeting will be conducted via teleconferencing, via videoconferencing, and at a physical location.

- I. Call the meeting to order and Pledge of Allegiance to the flag.
- II. Formal Adoption of the Agenda.
  - A. Motion, discussion, and vote on Motion to formally adopt Agenda.
- III. Consent Agenda
  - A. Approval of Meeting Minutes.
    - 1. 03.07.2022 Regular Meeting Minutes
  - B. Approval of the 2021-22 General Fund Purchase Order Encumbrance numbers 791 through 874.
  - C. Re-approval of 2021-22 General Fund Purchase Order number 588.
  - D. Approval of the 2021-22 Building Fund Purchase Order Encumbrance number 179 through 201.
  - E. Approval of the 2021-22 Child Nutrition Fund Purchase Order Encumbrance numbers 75 through 79.
  - F. Approval of the 2021-22 Bond Fund 31 Purchase Order Encumbrance numbers 19 through 21.
  - G. Approval of the 2021-22 Bond Fund 32 Purchase Order Encumbrance numbers 48 through 54.
  - H. Approval of the 2021-22 Bond Fund 33 Purchase Order Encumbrance number 34.
  - I. Approval of the monthly financial reports of the School Activity Funds Account.
  - J. Approval of the Treasurer's Report on the status of Funds and Investments.
  - K. Approval of the following 2022 Summer Programs
    - 1. Summer Academic Programs 9 - 12
    - 2. Summer School Programs
    - 3. Driver's Education
    - 4. Summer Splash/Reading Academy
    - 5. Camp Invention
    - 6. Extended School Year
    - 7. Summer Child Nutrition

8. Arts Explore
  9. Band Camp
  10. Rookie Camp 8th grade
  11. SPARK
  12. School Zone
  13. Summer Athletic Camps
  14. EL
- L. Approval of the 2022-23 School Work Study Agreement between Sapulpa Public Schools and the State of OK Dept of Rehabilitation Services.
  - M. Approval of the 2022-23 MOU between the University of Tulsa, Acting for and on behalf of its Teacher Education Program, and Sapulpa Public Schools.
  - N. Approval of the 2022-23 MOU between Oral Roberts University, Acting for and on behalf of its Teacher Education Program, and Sapulpa Public Schools.
  - O. Approval to renew the 2022-23 SchoolMessenger Communicate Notification program.
  - P. Approval of the 2022-23 MOU renewal between SPS and The Bridges Foundation.
  - Q. Approval of Municipal Accounting System (MAS) Software Service Agreement for the 2022-23 school year.
  - R. Approval of the 2022-2023 Schindler Elevator Agreement.
  - S. Approval of the 2022-23 Therapy Works Services contract.
  - T. Approval of the 2022 MOU between Sapulpa Public Schools and United Sapulpa Educators (USE).
  - U. Approval of the 2022 MOU between Sapulpa Public Schools and United Sapulpa Educators-Education Support Personnel (USE-ESP).
  - V. Approval of renewal with ESS, Substitute Staffing Company, for the 2022-23 school year.
  - W. Approval of the 2022 Hance Pyrotechnics Agreement for 2022 Senior Graduation.
  - X. Approval of the 2022 Performance Stage Inc Agreement for the 2022 Graduation Stage.
  - Y. Approval of the 2022 Party Pro Rental Contract for the 2022 Senior Graduation (chairs).
  - Z. Approval of the 2022 Candid Color Photography Agreement for the 2022 Senior Graduation.
  - AA. Approval of the 2022 American Heritage Bank Hwy 97 Rivalry Agreement, an Exclusive Title Sponsorship between AHB, Sapulpa Athletics, and Sand Springs Athletics.
  - BB. Approval of the 2022-23 Weaver Drug Testing Lab Agreement.
  - CC. Approval of the 2022-23 VYPE Agreement with Sapulpa Athletics Department.
  - DD. Approval of the 2022-23 YURVIEW Television Agreement for the Sand Springs Football game.
  - EE. Approval of the 2022-23 BSN Sports Exclusive Supplier Agreement with Sapulpa Public Schools.

- FF. Approval of the 2022 Neosho Holiday Classic Basketball Contract for Boys Basketball.
- GG. Approval of the 2022 Tournament of Champions and Tulsa Public Schools Contract for the SPS Varsity Girls Basketball team.
- HH. Declaration of Surplus
  - I. Athletics--Football Scoreboard at Collins Stadium
  - II. Approval of Fundraisers as per attachment.
- IV. Hearing from the public
- V. Information and Discussion
  - A. Superintendent Comments
- VI. Action Items
  - A. New Business-items not known or foreseen when the agenda was posted.
  - B. Discussion, motion, and vote on a motion to approve/disapprove Resolution for Schools and Libraries Universal Services (E-Rate) for 2022-23. This resolution authorizes the filing of the Form 471 applications for the funding year 2022-23 and the payment of the applicant's share upon approval of funding and receipt of services.
  - C. Discussion, motion, and vote on a motion to approve/disapprove the agreements between Sapulpa Public Schools and E-Rate bid awarded vendors for the 2022-23 school year. A. Accept and approve pricing for Wireless Access Points and Network Switch Agreements between SPS and Next Step Innovations. B. Accept and approve Internet and WAN (Wide Area Network) Agreements between SPS and Cox Business at a cost of \$142.50 per month.
  - D. Discussion, motion, and vote on a motion to approve/disapprove the application for temporary appropriations for the 2022-23 fiscal year as per attachment.
  - E. Discussion, motion, and vote on a motion to approve/disapprove modifications to the district's Student Transfer policy.
  - F. Discussion, motion, and vote on a motion to approve/disapprove the award to Bank of Oklahoma, Zach Robinson to provide Bond Financial Consultation Services for the 2023 Bond Series.
  - G. Proposed Executive Session to discuss Personnel as listed and to conduct an ongoing evaluation of the Superintendent as authorized by 25 O.S. Section 307(B)(1) of the Oklahoma Open Meeting Act.
    - 1. Vote to convene in Executive Session
    - 2. To acknowledge the Board has returned to Open Session
    - 3. Statement of Executive Session Minutes
- VII. Personnel
  - A. Vote to approve/disapprove employing Personnel as per attachment.
  - B. Vote to approve/disapprove FMLA for Renee Ensign, effective May 12, 2022, through May 23, 2022.
  - C. Vote to accept Resignations received since the last board meeting.
- VIII. Adjournment

Regular Meeting of The Board of Education Independent School District Number  
33, Creek County

Monday, March 7, 2022 6:00 PM

Washington Administration Center Board Room, 511 E Lee, Sapulpa, OK 74066

I. Call the meeting to order and Pledge of Allegiance to the American Flag

The meeting was called to order at 6 pm by President Steve McCormick. Assistant Superintendent Johnny Bilby led the Pledge of Allegiance. High School Principal, Seth Shibley then introduced Sapulpa's 2 Merit Scholarship Finalists, Ruby Fargo, and Alexa Farris. Congrats were given to these seniors on their exceptional scholastic achievements.

II. Formal Adoption of the Agenda.

II.A. Motion, discussion, and vote on Motion to formally adopt Agenda.

To formally adopt Agenda, pulling out items L and M for discussion passed with a motion by Melinda Ryan and a second by Wayne Richards.

Sarah Havenstrite: Yea

Larry Hoover: Yea

Steve McCormick: Yea

Wayne Richards: Yea

Melinda Ryan: Yea

Yea: 5, Nay: 0

III. Consent Agenda

III.A. Approval of the Meeting Minutes for 2.14.22 Regular Meeting.

III.B. Approval of 2021-22 General Fund Purchase Order Encumbrance numbers 714 through 790.

III.C. Reapproval of 2021-22 General Fund Purchase Order number 27.

III.D. Approval of 2021-22 Building Fund Purchase Order Encumbrance numbers 165 through 178.

III.E. Reapproval of 2021-22 Building Fund Purchase Order number 111.

III.F. Approval of 2021-22 Child Nutrition Fund Purchase Order Encumbrance number 74.

III.G. Approval of 2021-22 Bond Fund 31 Purchase Order encumbrance numbers 15 through 18.

III.H. Approval of 2021-22 Bond Fund 32 Purchase Order Encumbrance numbers 45 through 48.

III.I. Approval of the monthly financial reports of the School Activity Funds account.

III.J. Approval of the Treasurer's Report on the status of Funds and Investments.

III.K. Approval of the 2022-23 Yearbook Contracts for Sapulpa Public Schools:

III.K.1. Sapulpa High School--Herff Jones

III.K.2. Sapulpa Jr. High--Herff Jones

III.K.3. Sapulpa Middle School--Walsworth

III.K.4. Freedom Elementary--Herff Jones

III.K.5. Holmes Park Elementary--Jostens

III.K.6. Jefferson Heights Elementary-Ruth Kelly Studio

III.K.7. Liberty Elementary Stem Academy-Jostens

III.L. Approval of Municipal Accounting System (MAS) Software Service Agreement for the 2022-23 school year.

Board Member Melinda Ryan asked about the MAS contract and would like for a couple of items to be looked into further before approval.

III.M. Approval of 2022-23 VYPE Agreement with Sapulpa Athletics Department.

There is a fee that should not be on the attached contract. Athletic Director Michael Rose will be looking into that fee removal and ready for the next BOE Meeting in April.

III.N. Approval of the 2021-22 Audit Contract and Engagement Letter with Bledsoe, Hewett & Gullekson.

III.O. Approval of 2021-22 Powerschool-Nutrakids Quote.

III.P. Approval of Fundraisers as per attachment.

To approve Consent Agenda Items A-P with the exception of items L and M passed with a motion by Steve McCormick and a second by Wayne Richards.

Sarah Havenstrite: Yea

Larry Hoover: Yea

Steve McCormick: Yea

Wayne Richards: Yea

Melinda Ryan: Yea

Yea: 5, Nay: 0

#### IV. Hearing from the Public

None

#### V. Information and Discussion Items

##### V.A. Superintendent Comments

Superintendent Armstrong reported that winter sports are wrapping up but not before the Varsity Girls Basketball team competes for State. They will start defending their title on Thursday in Norman against MacArthur. Spring sports are kicking off. The Varsity Baseball team will be headed to Texas over the Spring Break, which also means that there are only 7 weeks until Prom and 10 weeks until graduation. The school year is moving right along.

He also shared that the RansomWare recovery is still ongoing. Making a lot of gains and learning more ways to prevent any future attacks. Mr. Armstrong is very proud of the IT Dept and other teams brought in to help for the progress being made.

#### VI. Action Items

VI.A. New Business - items not known or foreseen when agenda was posted.

None

VI.B. Discussion, motion, and vote on a motion to approve/disapprove the District (School Year) Calendar 2022-23.

To approve the District (School Year) Calendar 2022-23 passed with a motion by Wayne Richards and a second by Sarah Havenstrite.

Sarah Havenstrite: Yea

Larry Hoover: Yea

Steve McCormick: Yea

Wayne Richards: Yea

Melinda Ryan: Yea

Yea: 5, Nay: 0

VI.C. Proposed Executive Session to discuss Personnel listed and to conduct an ongoing evaluation of the Superintendent as authorized by 25 O.S. Section 307(B)(1) of the Oklahoma Open Meeting Act.

##### VI.C.1. Vote to convene in Executive Session

To convene in Executive Session at 6:21 pm passed with a motion by Larry Hoover and a second by Wayne Richards.

Sarah Havenstrite: Yea

Larry Hoover: Yea

Steve McCormick: Yea

Wayne Richards: Yea

Melinda Ryan: Yea

Yea: 5, Nay: 0

VI.C.2. To acknowledge the Board has returned to Open Session  
President McCormick acknowledged the Board's return to Open Session at 6:47 pm.

#### VI.C.3. Statement of Executive Session Minutes

The Board of Education went into Executive Session at 6:21 pm to discuss personnel as listed and to conduct an ongoing evaluation of the Superintendent, as authorized by 25 O.S. Section 301(B)(1) of the Oklahoma Open Meeting Act. During the Executive Session, the Board discussed these items and no other items. The Board returned to Open Session at 6:47 pm. Present in the Executive Session were Sarah Havenstrite, Melinda Ryan, Larry Hoover, Wayne Richards, Steve McCormick, and Rob Armstrong. No action was taken. This constitutes the minutes of the Executive Session.

#### VI.D. Personnel

##### VI.D.1. Vote to approve/disapprove employing Personnel as per attachment.

To approve employing Personnel as per attachment passed with a motion by Larry Hoover and a second by Wayne Richards.

Sarah Havenstrite: Yea

Larry Hoover: Yea

Steve McCormick: Yea

Wayne Richards: Yea

Melinda Ryan: Yea

Yea: 5, Nay: 0

##### VI.D.2. Vote to approve/disapprove FMLA request for Jennifer Gardella effective March 15, 2022, through June 07, 2022.

To approve FMLA request for Jennifer Gardella effective March 15, 2022, through June 07, 2022 passed with a motion by Larry Hoover and a second by Sarah Havenstrite.

Sarah Havenstrite: Yea

Larry Hoover: Yea

Steve McCormick: Yea

Wayne Richards: Yea

Melinda Ryan: Yea

Yea: 5, Nay: 0

##### VI.D.3. Vote to accept Resignations received since the last board meeting.

To accept Resignations received since the last board meeting passed with a motion by Wayne Richards and a second by Larry Hoover.

Sarah Havenstrite: Yea  
Larry Hoover: Yea  
Steve McCormick: Yea  
Wayne Richards: Yea  
Melinda Ryan: Yea  
Yea: 5, Nay: 0

## VII. Adjournment

To adjourn at 6:49 pm passed with a motion by Larry Hoover and a second by Wayne Richards.

Sarah Havenstrite: Yea  
Larry Hoover: Yea  
Steve McCormick: Yea  
Wayne Richards: Yea  
Melinda Ryan: Yea  
Yea: 5, Nay: 0

## Encumbrance Register

Options: Year: 2021-2022, Date Range: 7/1/2021 - 6/30/2022, PO Range: 791 - 999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	791	03/03/2022	7089	HOLT TRUCK CENTERS OF OKLAHOMA,LLC	Rear Shock Absorbers for Bus 26	167.62
11	792	03/03/2022	31412	AMAZON CAPITAL SVCS, INC.	11-165 Manipulative's for 1st grade	450.00
11	793	03/03/2022	36	INT'L ACADEMY OF SCIENCE	Elem. Virtual Curriculum: Acellus	6,600.00
11	794	03/03/2022	3826	SECURITY BANK CARD CENTER INC	Northern Speech Serv.	305.74
11	796	03/03/2022	3826	SECURITY BANK CARD CENTER INC	2nd Grade MOORE-FLUENCY & FITNESS	125.00
11	797	03/04/2022	80701	STEPHANIE GREENFEATHER	REIMB-GRANTS 4 SCHOOLS CONF, OKC	195.68
11	798	03/04/2022	2111	LANGUAGE LINE SERVICES	DISTRICT TRANSLATION SERVICES	200.00
11	799	03/04/2022	3826	SECURITY BANK CARD CENTER INC	2nd Grade Student Enrichment AMAZON	65.10
11	800	03/04/2022	3826	SECURITY BANK CARD CENTER INC	2nd Grade Student Enrichment DOLLAR TREE	105.00
11	801	03/04/2022	7089	HOLT TRUCK CENTERS OF OKLAHOMA,LLC	Electric Door Motor Bus 36	344.49
11	802	03/04/2022	7089	HOLT TRUCK CENTERS OF OKLAHOMA,LLC	Front Brake Chamber Bus 4	105.00
11	803	03/04/2022	1842	PREFERRED BUSINESS SYSTEMS, LLC	Principal Budget - Office Supplies - Code 2410	99.09
11	804	03/04/2022	3826	SECURITY BANK CARD CENTER INC	Office Supplies - QUILL	338.50
11	805	03/04/2022	3826	SECURITY BANK CARD CENTER INC	2nd Grade Student Enrichment AMAZON	295.90
11	806	03/07/2022	3826	SECURITY BANK CARD CENTER INC	Early Lit Heggerty Phonemic Awareness Resources	10,000.00
11	807	03/07/2022	3826	SECURITY BANK CARD CENTER INC	First Grade Student Enrichment AMAZON	112.29
11	808	03/07/2022	3826	SECURITY BANK CARD CENTER INC	GT Student Enrichment AMAZON	601.00
11	809	03/07/2022	3826	SECURITY BANK CARD CENTER INC	Fourth Grade Student Enrichment AMAZON	176.72
11	810	03/07/2022	3826	SECURITY BANK CARD CENTER INC	Fourth Grade Student Enrichment AMAZON	295.71
11	811	03/07/2022	3826	SECURITY BANK CARD CENTER INC	First Grade Student Enrichment LAKESHORE	199.94
11	812	03/07/2022	3826	SECURITY BANK CARD CENTER INC	Amazon - Jr. High supplies	628.43
11	813	03/07/2022	3826	SECURITY BANK CARD CENTER INC	JOM Senior Honor Cord josten's	410.36
11	814	03/07/2022	3826	SECURITY BANK CARD CENTER INC	Title 1 Reading - amazon	1,132.56
11	815	03/07/2022	36	INT'L ACADEMY OF SCIENCE	628-Sped-Acellus Licenses	1,500.00
11	816	03/07/2022	3826	SECURITY BANK CARD CENTER INC	4th Grade Student Enrichment AMAZON	126.33
11	817	03/07/2022	3826	SECURITY BANK CARD CENTER INC	Fourth Grade Student Enrichment LAKESHORE	387.94
11	818	03/07/2022	3826	SECURITY BANK CARD CENTER INC	First Grade Enrichment TEACHERSPAYTEACHERS	46.00
11	819	03/07/2022	3826	SECURITY BANK CARD CENTER INC	First Grade Student Enrichment SECRET STORIES	47.18
11	820	03/07/2022	3826	SECURITY BANK CARD CENTER INC	PreK Student Enrichment LAKESHORE	133.99

## Encumbrance Register

Options: Year: 2021-2022, Date Range: 7/1/2021 - 6/30/2022, PO Range: 791 - 999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	821	03/07/2022	3826	SECURITY BANK CARD CENTER INC	Student Nurse Supplies AMAZON	136.24
11	822	03/07/2022	3826	SECURITY BANK CARD CENTER INC	PreK Student Enrichment AMAZON	30.99
11	823	03/07/2022	3826	SECURITY BANK CARD CENTER INC	PreK Student Enrichment LAKESHORE	140.96
11	824	03/08/2022	3826	SECURITY BANK CARD CENTER INC	GT Student Enrichment - Program 251 Lakeshore	184.95
11	825	03/08/2022	1818	MERRIFIELD OFFICE SUPPLY	11-165 Art Supplies Bush	371.73
11	826	03/08/2022	30003	LAKESHORE EQUIPMENT COMPANY	11-165 Title 1 materials	1,079.82
11	827	03/08/2022	8318	AMAZON	11-165 Title 1 Learning Materials	173.80
11	828	03/08/2022	3826	SECURITY BANK CARD CENTER INC	11-165 Timberdoodle title 1	278.60
11	829	03/08/2022	3826	SECURITY BANK CARD CENTER INC	11-165 Title 1 Letterland	140.00
11	830	03/08/2022	3826	SECURITY BANK CARD CENTER INC	11-165 Heggerty Title 1	259.14
11	831	03/08/2022	3099	REALLY GREAT READING COMPANY, LLC	Title 1	78.00
11	832	03/08/2022	31412	AMAZON CAPITAL SVCS, INC.	11-165 Intervention Materials GT	878.00
11	833	03/08/2022	31412	AMAZON CAPITAL SVCS, INC.	1-165 - tent swing - SPED	220.00
11	834	03/09/2022	282	ORION SECURITY SOLUTIONS LLC	Open Options Renewal (Access Control)	4,126.61
11	835	03/09/2022	1845	HEARTLAND PAYMENT SYSTEMS LLC	SOFTWARE TO REBUILD CN SERVER	4,689.00
11	836	03/09/2022	3826	SECURITY BANK CARD CENTER INC	classroom supplies WAL-MART, AMAZON	1,898.30
11	837	03/09/2022	3826	SECURITY BANK CARD CENTER INC	CREDITS FROM PCARDS	1,000.00
11	838	03/09/2022	283	JESSICA THOMPSON	596-Reimbursement for Chromebook Fees	25.00
11	839	03/09/2022	7089	HOLT TRUCK CENTERS OF OKLAHOMA,LLC	Bus 26 door parts	350.00
11	840	03/10/2022	4899	DICK BLICK HOLDINGS, INC	Mat board for Art Show	1,254.00
11	841	03/21/2022	3046	J.A.M. DISTRIBUTING COMPANY	Mobile Delvac Oil	4,700.00
11	842	03/22/2022	3826	SECURITY BANK CARD CENTER INC	Coolant Hose for Truck 255	207.00
11	843	03/22/2022	54011	COUNCIL FOR EXCEPTIONAL CHILDREN	011-Sped-CEC/CASE Membership -Stufflebeam	135.00
11	844	03/22/2022	235	CCOSA-COOP COUNCIL OK SCH	615-SPED-CCOSA Summer Conf. Reg. Fee	449.00
11	845	03/22/2022	31629	NCS PEARSON, INC.	628-Sped-Testing Materials	166.90
11	846	03/22/2022	3826	SECURITY BANK CARD CENTER INC	615-PCard-Sped-CCOSA Leadership Conf-Hotel	800.00
11	847	03/22/2022	80899	DYLAN JOHNSTON	GSA Reim	544.00
11	848	03/22/2022	284	SHOOK, HARDY & BACON L.L.P.	INS MALWARE REMAINING DEDUCTIBLE - EMERGENCY	2,275.70
11	849	03/22/2022	943	VERIZON WIRELESS	STUDENT MIFIS	10,000.00
11	850	03/23/2022	153	ESS SOUTH CENTRAL, LLC	CONTRACTED SUBSTITUTE SERVICES	24,000.00
11	851	03/23/2022	874	QUILL CORPORATION	ADMIN OFFICE SUPPLIES	500.00
11	852	03/23/2022	82	STEPHEN ROBERT SMITH	Revolutionary Days - Ben Franklin speaker	500.00
11	853	03/24/2022	82076	ALAN DREWRY	Reimbursement for CDL	56.50

## Encumbrance Register

Options: Year: 2021-2022, Date Range: 7/1/2021 - 6/30/2022, PO Range: 791 - 999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	854	03/24/2022	82200	DARRYL V WILLIS	CDL Reimbursement	56.50
11	855	03/24/2022	285	SARAH ELIZABETH PETER	628-Sped-Student Transportation Reimbursement	1,550.00
11	856	03/25/2022	81079	JULIA GOLD	615-Sped-Mileage Reimbursement for OT Conference	660.10
11	857	03/25/2022	81079	JULIA GOLD	615-Sped-Per Diem for Julia Gold	245.00
11	858	03/25/2022	81327	BARBARA ANNETTE RICHARDSON	615-Sped-Per Diem for Barbara Richardson	245.00
11	859	03/25/2022	7089	HOLT TRUCK CENTERS OF OKLAHOMA,LLC	Steering Wheel Switches	365.00
11	860	03/25/2022	7089	HOLT TRUCK CENTERS OF OKLAHOMA,LLC	Throttle Plate Actuator for Bus 1	650.00
11	861	03/25/2022	107	TELECOMP HOLDINGS INC.	VMware Annual Support Renewal	1,179.00
11	862	03/25/2022	7089	HOLT TRUCK CENTERS OF OKLAHOMA,LLC	Defrost Fans Bus 1	166.00
11	863	03/25/2022	3826	SECURITY BANK CARD CENTER INC	Chromebook Parts (PC PARTS PLUS, AMAZON)	9,475.13
11	864	03/28/2022	7089	HOLT TRUCK CENTERS OF OKLAHOMA,LLC	Heater Shut off valve and fitting Bus 12	378.00
11	865	03/28/2022	31026	OAHPERD	11-165 PE Workshop	220.00
11	866	03/28/2022	7089	HOLT TRUCK CENTERS OF OKLAHOMA,LLC	Rear Brakes for Bus 12	670.00
11	867	03/29/2022	3826	SECURITY BANK CARD CENTER INC	MENTAL HEALTH CONF REGISTRATION	240.00
11	868	04/01/2022	3826	SECURITY BANK CARD CENTER INC	643-Sped-PCard-Materials for Speech Pathologists	1,385.00
11	869	04/04/2022	1818	MERRIFIELD OFFICE SUPPLY	School supplies//Merrifields	192.71
11	870	04/04/2022	3186	COUNTRYSIDE DIESEL REPAIR LLC	Turbo Replacement bus 28	4,500.00
11	871	04/05/2022	7049	PIKEPASS CUSTOMER SERVICE CTR	DISTRICT PIKEPASS FEES	1,000.00
11	872	04/07/2022	282	ORION SECURITY SOLUTIONS LLC	SYSTEM REBUILD FROM MALWARE INCIDENT	11,547.99
11	873	04/07/2022	4339	HOWARD INDUSTRIES INC	Veeam Server Backup	3,213.00
11	874	04/07/2022	3826	SECURITY BANK CARD CENTER INC	SMS Title I Family Engagement	1,518.00

<b>Non-Payroll Total:</b>	<b>\$126,301.24</b>
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<b>Payroll Total:</b>	<b>\$0.00</b>
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<b>Balance Forward:</b>	<b>\$0.00</b>
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<b>Report Total:</b>	<b>\$126,301.24</b>
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**Sapulpa Public Schools**  
**Encumbrance Register****Options:** Year: 2021-2022, Date Range: 7/1/2021 - 6/30/2022, PO Range: 588 - 588, Fund Codes: 11

<b>Fund</b>	<b>PO No</b>	<b>Date</b>	<b>Vendor No</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
11	588	01/10/2022	153	ESS SOUTH CENTRAL, LLC	CONTRACTED SUBSTITUTE SERVICES	62,933.38
<b>Non-Payroll Total:</b>						<b>\$62,933.38</b>
<b>Payroll Total:</b>						<b>\$0.00</b>
<b>Balance Forward:</b>						<b>\$0.00</b>
<b>Report Total:</b>						<b>\$62,933.38</b>

## Encumbrance Register

Options: Year: 2021-2022, Date Range: 7/1/2021 - 6/30/2022, PO Range: 179 - 999, Fund Codes: 21

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
21	179	03/04/2022	2129	CECIL COX ENTERPRISES	Service for grounds equipment	430.78
21	180	03/04/2022	2069	LED USA.COM	Light bulbs for district	270.00
21	181	03/04/2022	629	LOCKE SUPPLY	Maintenance supplies	2,000.00
21	182	03/07/2022	3158	WILLIAM A. HARRISON, INC.	HVAC Service and repair	2,000.00
21	183	03/10/2022	31747	MARTIN SALES & RENTAL, LLC	Grounds Equipment Supplies	435.34
21	184	03/10/2022	629	LOCKE SUPPLY	Maintenance supplies	1,000.00
21	185	03/21/2022	31747	MARTIN SALES & RENTAL, LLC	Grounds Equipment	1,260.82
21	186	03/21/2022	878	STEVEN ENTERPRISES, INC.	Emergency Plumbing-BAND HALL, JR H	16,800.00
21	187	03/21/2022	9314	LAMPROE CONSTRUCTION, INC	Emergency trench work-BAND HALL, JR H	4,000.00
21	188	03/21/2022	9554	ENVIRONMENTAL LOOP SVC	Freedom/ Emergency Loop Repair	3,500.00
21	189	03/22/2022	9622	WESTLAKE HARDWARE INC	Grounds Supplies	300.00
21	190	03/22/2022	5917	OKLA. NATURAL GAS CO.	GAS SERVICE-RENTAL PROPERTY	350.00
21	191	03/24/2022	8510	THE HOME DEPOT PRO	Custodial supplies for district	2,000.00
21	192	03/24/2022	3665	SCHINDLER ELEVATOR CORPORATION	Repair service for district elevators	2,000.00
21	193	03/28/2022	4390	AAA TOOLS SALES & RENT	Boom lift for new stadium scoreboard	1,500.00
21	194	03/29/2022	629	LOCKE SUPPLY	Maintenance Supplies	1,000.00
21	195	03/31/2022	9314	LAMPROE CONSTRUCTION, INC	Concrete work for District	800.00
21	196	03/31/2022	9314	LAMPROE CONSTRUCTION, INC	BORING AND LAYING CONDUIT FB VIDEOBOARD	6,676.00
21	197	04/01/2022	2420	INTERMOUNTAIN LOCK & SECURITY	Keys, locks, panic bars etc for district	500.00
21	198	04/04/2022	9622	WESTLAKE HARDWARE INC	Supplies for Maintenance	1,500.00
21	199	04/05/2022	290	BERRY COMPANIES, INC.	Grounds supplies	250.00
21	200	04/05/2022	878	STEVEN ENTERPRISES, INC.	Plumbing service for district	1,000.00
21	201	04/07/2022	629	LOCKE SUPPLY	Maintenance supplies	500.00
<b>Non-Payroll Total:</b>						<b>\$50,072.94</b>
<b>Payroll Total:</b>						<b>\$0.00</b>
<b>Balance Forward:</b>						<b>\$0.00</b>
<b>Report Total:</b>						<b>\$50,072.94</b>

## Encumbrance Register

Options: Year: 2021-2022, Date Range: 7/1/2021 - 6/30/2022, PO Range: 75 - 999, Fund Codes: 22

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
22	75	03/21/2022	1845	HEARTLAND PAYMENT SYSTEMS LLC	Replacement of Front of House software	2,500.00
22	76	03/21/2022	628	SCHOOL NUTRITION ASSOCIATION	SNA Association dues, 9 district held memberships	611.00
22	77	03/21/2022	2523	TYSON PREPARED FOODS, INC.	Beef and Pork Commodity Processing, March delivery	4,738.80
22	78	03/28/2022	2523	TYSON PREPARED FOODS, INC.	Processed Commodity Chicken Delivery, 2nd Semester	5,004.10
22	79	03/28/2022	3656	S A PIAZZA & ASSOC. LLC	Processed Commodity Pizza, for all sites	9,292.48
<b>Non-Payroll Total:</b>						<b>\$22,146.38</b>
<b>Payroll Total:</b>						<b>\$0.00</b>
<b>Balance Forward:</b>						<b>\$0.00</b>
<b>Report Total:</b>						<b>\$22,146.38</b>

**Sapulpa Public Schools**  
**Encumbrance Register**

**Options:** Year: 2021-2022, Date Range: 7/1/2021 - 6/30/2022, PO Range: 19 - 999, Fund Codes: 31

<b>Fund</b>	<b>PO No</b>	<b>Date</b>	<b>Vendor No</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
31	19	03/08/2022	6123	STUART C IRBY CO.	ELECTRICAL COMPONENTS VIDEOBOARD CS	7,446.51
31	20	03/09/2022	3826	SECURITY BANK CARD CENTER INC	PODIUM FOR HS EVENTS/GRADUATION	1,032.00
31	21	04/05/2022	3826	SECURITY BANK CARD CENTER INC	CAMERA/TRANSMITTER & RECEIVER SET	2,748.00
<b>Non-Payroll Total:</b>						<b>\$11,226.51</b>
<b>Payroll Total:</b>						<b>\$0.00</b>
<b>Balance Forward:</b>						<b>\$0.00</b>
<b>Report Total:</b>						<b>\$11,226.51</b>

## Encumbrance Register

Options: Year: 2021-2022, Date Range: 7/1/2021 - 6/30/2022, PO Range: 48 - 999, Fund Codes: 32

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
32	48	03/01/2022	3158	WILLIAM A. HARRISON, INC.	CHIEFTAIN CTR CONTROL BOARD HVAC	18,788.00
32	49	03/03/2022	30009	K-LOG, INC.	FABRIC COVERED TACKBOARDS SMS ART	2,338.38
32	50	03/03/2022	3826	SECURITY BANK CARD CENTER INC	AMAZON/ART BOND SUPPLIES	625.85
32	51	03/03/2022	3826	SECURITY BANK CARD CENTER INC	SMS ART SKUTT KILN, SLAB ROLLER	1,021.31
32	52	03/30/2022	107	TELECOMP HOLDINGS INC.	FIREWALL/SYSTEM MONITORING SOFTWARE/SERVICE	46,038.12
32	53	04/05/2022	3158	WILLIAM A. HARRISON, INC.	3 SHS AHU CONTROLS	38,220.00
32	54	04/05/2022	209	TULSA COUNTY ROOFING, LLC	ROOF AT JHE	5,750.00
<b>Non-Payroll Total:</b>						<b>\$112,781.66</b>
<b>Payroll Total:</b>						<b>\$0.00</b>
<b>Balance Forward:</b>						<b>\$0.00</b>
<b>Report Total:</b>						<b>\$112,781.66</b>

# Sapulpa Public Schools

## Encumbrance Register

**Options:** Year: 2021-2022, Date Range: 7/1/2021 - 6/30/2022, PO Range: 34 - 999, Fund Codes: 33

<b>Fund</b>	<b>PO No</b>	<b>Date</b>	<b>Vendor No</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
33	34	02/16/2022	3158	WILLIAM A. HARRISON, INC.	UPC Board replacement Chieftain Center	250.97
<b>Non-Payroll Total:</b>						<b>\$250.97</b>
<b>Payroll Total:</b>						<b>\$0.00</b>
<b>Balance Forward:</b>						<b>\$0.00</b>
<b>Report Total:</b>						<b>\$250.97</b>

## Sapulpa Public Schools

### Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 3/1/2022 - 3/31/2022

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
000 NON CATEGORICAL FUND	\$386.00	\$0.00	\$0.00	\$0.00	\$386.00	\$0.00	\$386.00
801 HS GRANTS	\$1,803.54	\$0.00	\$0.00	\$265.39	\$1,538.15	\$40.95	\$1,497.20
802 HS OFFICE	\$1,980.27	\$107.48	\$0.00	\$171.11	\$1,916.64	\$1,260.28	\$656.36
803 CREDIT RECOVERY	\$4,066.87	\$0.00	\$0.00	\$0.00	\$4,066.87	\$0.00	\$4,066.87
804 ID BADGE	\$2,086.68	\$105.00	\$0.00	\$0.00	\$2,191.68	\$0.00	\$2,191.68
805 HS ART	\$6,994.46	\$0.00	\$0.00	\$3,039.78	\$3,954.68	\$3,146.37	\$808.31
806 HS BAND	\$11,829.21	\$1,196.41	\$0.00	\$454.00	\$12,571.62	\$3,980.26	\$8,591.36
807 HS BAND BOOSTER CONCESSION	\$49,872.90	\$0.00	\$0.00	\$1,122.72	\$48,750.18	\$8,389.37	\$40,360.81
808 HS OKLAHOMA CLOSE UP	\$473.50	\$0.00	\$0.00	\$0.00	\$473.50	\$0.00	\$473.50
809 HS HOSPITALITY COMMITTEE	\$672.77	\$59.00	\$0.00	\$35.00	\$696.77	\$290.00	\$406.77
810 HS STAY(STUD TCH AIDS YOUTH)	\$445.06	\$0.00	\$0.00	\$0.00	\$445.06	\$0.00	\$445.06
811 HS COUNSELING OFFICE	\$5,799.92	\$0.00	\$0.00	\$0.00	\$5,799.92	\$0.00	\$5,799.92
812 HS BUSINESS PROF ASSOC (BPA)	\$336.97	\$0.00	\$0.00	\$0.00	\$336.97	\$105.00	\$231.97
814 HS AP EXAMS	\$4,328.08	\$0.00	\$0.00	\$0.00	\$4,328.08	\$2,653.00	\$1,675.08
815 HS FCCLA	\$4,353.73	\$568.00	\$80.00	\$167.00	\$4,834.73	\$2,717.07	\$2,117.66
816 HS INDIAN ED PANTRY	\$73.42	\$0.00	\$0.00	\$0.00	\$73.42	\$73.42	\$0.00
817 HS LIBRARY	\$1,344.83	\$0.00	\$0.00	\$19.25	\$1,325.58	\$338.20	\$987.38
818 HS NATIONAL HONOR SOCIETY	\$6,009.22	\$0.00	\$0.00	\$0.00	\$6,009.22	\$3,096.13	\$2,913.09
819 GREEN-THUMB CHIEFTAINS	\$5,526.41	\$57.00	\$0.00	\$127.12	\$5,456.29	\$545.67	\$4,910.62
820 HS NAACP	\$112.30	\$0.00	\$0.00	\$0.00	\$112.30	\$0.00	\$112.30
821 HS SENIORS 2024	\$2,578.26	\$253.00	\$0.00	\$107.78	\$2,723.48	\$0.00	\$2,723.48
822 HS SENIORS 2022	\$6,571.14	\$0.00	\$0.00	\$23.46	\$6,547.68	\$1,640.00	\$4,907.68
823 HS SENIORS 2023	\$2,792.81	\$0.00	\$0.00	\$0.00	\$2,792.81	\$850.00	\$1,942.81
824 HS SCIENCE & ENGINEERING	\$4,689.97	\$0.00	\$0.00	\$0.00	\$4,689.97	\$200.00	\$4,489.97
825 HS SPANISH HONOR SOCIETY	\$826.03	\$0.00	\$0.00	\$110.00	\$716.03	\$30.00	\$686.03
826 HS SPECIAL ED/OLYMPICS	\$23,309.01	\$648.00	\$0.00	\$0.00	\$23,957.01	\$7,500.00	\$16,457.01
827 HS STUDENT COUNCIL	\$5,378.97	\$2,361.01	\$0.00	\$213.38	\$7,526.60	\$361.62	\$7,164.98
828 HS VOCAL MUSIC	\$57,370.29	\$11,898.00	\$0.00	\$37,066.19	\$32,202.10	\$27,549.39	\$4,652.71
829 HS AG ED & FFA	\$65,792.00	\$47,801.50	\$0.00	\$64,786.41	\$48,807.09	\$21,533.96	\$27,273.13
830 HS LYONS SPED	\$1,532.70	\$0.00	\$0.00	\$0.00	\$1,532.70	\$250.00	\$1,282.70
831 HS YEARBOOK	\$7,125.49	\$0.00	\$0.00	\$0.00	\$7,125.49	\$5,857.60	\$1,267.89
832 HS SIZEMORE SPED	\$488.33	\$0.00	\$0.00	\$0.00	\$488.33	\$0.00	\$488.33
833 HS FISHING TEAM/CLUB	\$1,291.90	\$0.00	\$0.00	\$0.00	\$1,291.90	\$1,100.00	\$191.90
835 HS BAND AUXILIARIES	\$6,376.34	\$1,358.25	\$0.00	\$5,281.67	\$2,452.92	\$798.09	\$1,654.83
836 HS BAND TRIPS	\$20,626.72	\$27,754.72	\$0.00	\$9.25	\$48,372.19	\$19,081.46	\$29,290.73
837 HS BAND GRANTS	\$71,375.32	\$160.00	\$0.00	\$3,806.45	\$67,728.87	\$7,377.01	\$60,351.86
838 HS PING PINGS	\$1,737.48	\$0.00	\$0.00	\$0.00	\$1,737.48	\$0.00	\$1,737.48
840 HS INDIAN PARENT COMMITTEE	\$188.93	\$308.00	\$0.00	\$0.00	\$496.93	\$0.00	\$496.93
841 HS SAPULPA INDIAN CLUB	\$2,084.20	\$1,746.50	\$97.68	\$0.00	\$3,928.38	\$600.00	\$3,328.38
842 HS KEY CLUB	\$329.58	\$0.00	\$0.00	\$0.00	\$329.58	\$0.00	\$329.58
843 HS GSA, GAY STRAIGHT ALLIANCE	\$68.71	\$0.00	\$0.00	\$0.00	\$68.71	\$0.00	\$68.71
844 HS PRODUCTIONS	\$17,649.41	\$1,604.00	\$0.00	\$1,404.80	\$17,848.61	\$2,526.35	\$15,322.26
845 HS CULINARY ARTS	\$984.11	\$0.00	\$0.00	\$0.00	\$984.11	\$581.33	\$402.78
846 HS JROTC	\$44,715.40	\$520.00	\$0.00	\$9,968.37	\$35,267.03	\$16,946.69	\$18,320.34
848 HS SCHOOL NURSE	\$1,813.34	\$0.00	\$0.00	\$0.00	\$1,813.34	\$0.00	\$1,813.34
849 BACKPACK FOOD PANTRY	\$6,410.83	\$0.00	\$0.00	\$970.70	\$5,440.13	\$5,341.20	\$98.93
850 LOCAL SCHOLARSHIPS	\$37,206.42	\$0.00	\$0.00	\$0.00	\$37,206.42	\$0.00	\$37,206.42
851 HS SENIOR GIRL EVENTS	\$5,155.65	\$0.00	\$0.00	\$0.00	\$5,155.65	\$2,750.00	\$2,405.65
852 HS FIRST ROBOTICS	\$60,202.01	\$0.00	\$0.00	\$308.00	\$59,894.01	\$0.00	\$59,894.01
854 HS INDIAN ED STAFF DEV	\$2,883.39	\$375.00	(\$97.68)	\$372.53	\$2,788.18	\$645.68	\$2,142.50
855 HS PHYSICS	\$684.22	\$0.00	\$0.00	\$0.00	\$684.22	\$0.00	\$684.22
856 E-SPORTS	\$5,356.02	\$0.00	\$0.00	\$0.00	\$5,356.02	\$378.66	\$4,977.36
857 JH OFFICE	\$820.13	\$0.00	\$0.00	\$274.01	\$546.12	\$456.71	\$89.41
860 JH LIBRARY	\$1,115.53	\$0.00	\$0.00	\$0.00	\$1,115.53	\$0.00	\$1,115.53
863 JH STUDENT COUNCIL	\$2,580.64	\$246.00	\$0.00	\$282.50	\$2,544.14	\$594.88	\$1,949.26
864 JH VOCAL MUSIC	\$10,481.29	\$2,224.00	\$0.00	\$1,250.00	\$11,455.29	\$7,859.61	\$3,595.68
866 JH YEARBOOK	\$5,125.10	\$0.00	\$0.00	\$0.00	\$5,125.10	\$0.00	\$5,125.10

## Sapulpa Public Schools

### Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 3/1/2022 - 3/31/2022

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
870 JH ART	\$2,118.10	\$0.00	\$0.00	\$1,254.57	\$863.53	\$64.32	\$799.21
871 JH TAPS	\$315.81	\$0.00	\$0.00	\$0.00	\$315.81	\$0.00	\$315.81
872 STEM JH MATH & SCIENCE	\$4,239.76	\$0.00	\$0.00	\$0.00	\$4,239.76	\$0.00	\$4,239.76
874 JR HIGH GRANTS	\$3,546.54	\$0.00	\$0.00	\$0.00	\$3,546.54	\$0.00	\$3,546.54
877 MS OFFICE	\$5,213.26	\$0.00	\$0.00	\$434.23	\$4,779.03	\$2,216.23	\$2,562.80
878 MS LIBRARY	\$791.69	\$0.00	\$0.00	\$0.00	\$791.69	\$0.00	\$791.69
879 MS STUDENT OF THE MONTH	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	\$0.00	\$200.00
880 MS STUDENT COUNCIL	\$18.90	\$0.00	\$0.00	\$0.00	\$18.90	\$0.00	\$18.90
881 MS YEARBOOK	\$1,340.24	\$70.00	\$0.00	\$0.00	\$1,410.24	\$0.00	\$1,410.24
883 MS CHOIR	\$9,684.44	\$215.00	\$0.00	\$0.00	\$9,899.44	\$4,283.14	\$5,616.30
886 MS NJHS	\$1,383.98	\$210.00	\$0.00	\$0.00	\$1,593.98	\$43.66	\$1,550.32
887 7TH/8TH GR VOLLEYBALL	\$636.33	\$0.00	\$0.00	\$0.00	\$636.33	\$0.00	\$636.33
888 MS GRANTS	\$186.09	\$0.00	\$0.00	\$0.00	\$186.09	\$0.00	\$186.09
891 GT REDDING	\$7.03	\$0.00	\$0.00	\$0.00	\$7.03	\$0.00	\$7.03
892 SPED DIRECTOR	\$397.44	\$0.00	\$0.00	\$0.00	\$397.44	\$0.00	\$397.44
893 LIBERTY LIBRARY	\$1,222.22	\$1,511.54	\$0.00	\$1,783.03	\$950.73	\$0.00	\$950.73
894 LIBERTY MISC	\$8,302.47	\$751.21	\$0.00	\$177.18	\$8,876.50	\$1,303.68	\$7,572.82
895 LIBERTY FUNDRAISING	\$7,079.25	\$124.00	\$0.00	\$2,636.80	\$4,566.45	\$1,297.00	\$3,269.45
896 LIBERTY STEM CLUB	\$19,971.98	\$300.00	\$0.00	\$4,888.59	\$15,383.39	\$11,971.25	\$3,412.14
897 LIBERTY GRANTS	\$3,905.52	\$0.00	\$0.00	\$773.57	\$3,131.95	\$1,704.78	\$1,427.17
900 FREEDOM MISC	\$2,497.34	\$947.00	\$0.00	\$259.69	\$3,184.65	\$962.02	\$2,222.63
901 FREEDOM FUNDRAISING	\$1,686.62	\$592.00	\$0.00	\$649.95	\$1,628.67	\$435.84	\$1,192.83
902 FREEDOM LIBRARY	\$1,759.02	\$64.00	\$0.00	\$112.58	\$1,710.44	\$29.63	\$1,680.81
903 FREEDOM GRANTS	\$474.06	\$0.00	\$0.00	\$0.00	\$474.06	\$369.86	\$104.20
904 FREEDOM TAPS	\$11,822.62	\$1,266.25	\$0.00	\$1,058.68	\$12,030.19	\$5,247.80	\$6,782.39
907 JEFFERSON HTS MISC	\$2,623.55	\$1,104.23	\$0.00	\$0.00	\$3,727.78	\$664.63	\$3,063.15
908 JEFFERSON HTS FUNDRAISING	\$20,985.72	\$7,382.00	\$0.00	\$652.25	\$27,715.47	\$14,251.13	\$13,464.34
910 JEFFERSON HTS GRANTS	\$11,805.86	\$0.00	\$0.00	\$1,900.20	\$9,905.66	\$1,016.64	\$8,889.02
911 JEFFERSON HTS LIBRARY	\$1,951.20	\$2,425.34	\$0.00	\$0.00	\$4,376.54	\$460.00	\$3,916.54
919 HOLMES PARK MISC	\$5,561.77	\$0.00	\$0.00	\$109.49	\$5,452.28	\$2,250.30	\$3,201.98
920 HOLMES PARK FUNDRAISING	\$41,795.13	\$3,184.00	\$0.00	\$14,821.11	\$30,158.02	\$8,445.58	\$21,712.44
921 HOLMES PARK LIBRARY	\$2,038.81	\$6,015.16	\$0.00	\$0.00	\$8,053.97	\$100.00	\$7,953.97
922 HOLMES PARK GRANTS	\$3,026.92	\$0.00	\$0.00	\$1,335.72	\$1,691.20	\$1,616.05	\$75.15
928 REVOLUTIONARY DAYS	\$330.80	\$0.00	\$0.00	\$0.00	\$330.80	\$0.00	\$330.80
929 DISTRICT STEM	\$23,291.13	\$0.00	\$0.00	\$548.89	\$22,742.24	\$1,488.58	\$21,253.66
930 SAPULPA ACADEMIC CONF	\$267.36	\$0.00	\$0.00	\$0.00	\$267.36	\$0.00	\$267.36
931 BENEVOLENCE FUND	\$9,588.36	\$0.00	(\$80.00)	\$0.00	\$9,508.36	\$0.00	\$9,508.36
932 GT GRANTS	\$13,550.00	\$0.00	\$0.00	\$0.00	\$13,550.00	\$0.00	\$13,550.00
933 NOW (INTEREST INCOME)	\$29,066.83	\$1,943.06	\$0.00	\$398.76	\$30,611.13	\$692.80	\$29,918.33
934 DRIVERS EDUCATION	\$1,925.00	\$0.00	\$0.00	\$175.00	\$1,750.00	\$0.00	\$1,750.00
936 STEM-CAMP INVENTION	\$33,887.50	\$0.00	\$0.00	\$0.00	\$33,887.50	\$0.00	\$33,887.50
937 LATCHKEY	\$116,436.99	\$19,892.00	\$0.00	\$503.68	\$135,825.31	\$1,732.00	\$134,093.31
938 COLLINS FOUNDATION	\$27,119.25	\$0.00	\$0.00	\$0.00	\$27,119.25	\$0.00	\$27,119.25
939 EDUCATION FOUNDATION	\$79.90	\$0.00	\$0.00	\$0.00	\$79.90	\$0.00	\$79.90
940 SPARK	\$49,194.98	\$0.00	\$0.00	\$0.00	\$49,194.98	\$1,692.62	\$47,502.36
941 LOCAL SCH CHILD WELFARE	\$64,971.38	\$0.00	\$0.00	\$3,675.43	\$61,295.95	\$5,743.74	\$55,552.21
942 HOT SPOT INSURANCE	\$705.00	\$0.00	\$0.00	\$0.00	\$705.00	\$0.00	\$705.00
943 ALTERNATIVE SCHOOL GRANTS	\$625.55	\$0.00	\$0.00	\$0.00	\$625.55	\$589.93	\$35.62
944 CHILD NUTRITION BANQUETS	\$124.00	\$0.00	\$0.00	\$0.00	\$124.00	\$0.00	\$124.00
945 SPS FOOD SERV ASSOC	\$7,515.14	\$0.00	\$0.00	\$0.00	\$7,515.14	\$0.00	\$7,515.14
946 SOFT DRINK MONEY	\$18,453.04	\$492.05	(\$380.00)	\$4,077.92	\$14,487.17	\$3,930.09	\$10,557.08
947 ALTERNATIVE SCHOOL	\$3,821.86	\$0.00	\$0.00	\$39.55	\$3,782.31	\$222.07	\$3,560.24
949 CLEARING ACCOUNT	\$75.61	\$0.17	\$0.00	\$0.00	\$75.78	\$0.00	\$75.78
950 SERVICE CENTER	\$367.43	\$0.00	\$0.00	\$0.00	\$367.43	\$0.00	\$367.43
952 CHROMEBOOK INS/REPAIR	\$53,138.26	\$318.45	\$0.00	\$0.00	\$53,456.71	\$0.00	\$53,456.71
954 5TH GRADE ELEM BASKETBALL	\$1,396.25	\$1,292.00	\$0.00	\$1,155.00	\$1,533.25	\$0.00	\$1,533.25
956 CENTENNIAL PLAZA PROJECT	\$1,973.34	\$0.00	\$0.00	\$0.00	\$1,973.34	\$0.00	\$1,973.34

## Sapulpa Public Schools

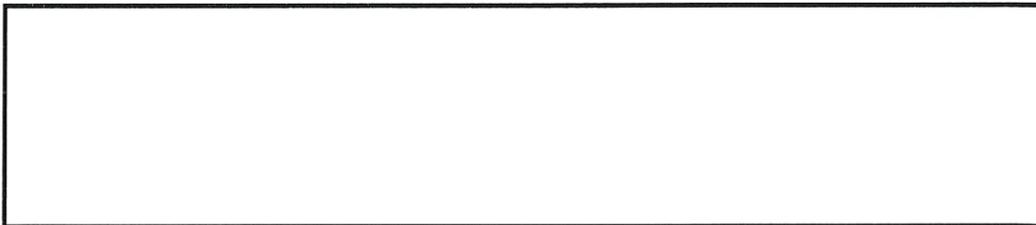
### Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 3/1/2022 - 3/31/2022

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
957 HOMELESS	\$564.99	\$0.00	\$0.00	\$0.00	\$564.99	\$0.00	\$564.99
960 ATHLETIC SPORTS OVERALL	\$6,905.78	\$757.49	\$0.00	\$1,110.89	\$6,552.38	\$3,644.27	\$2,908.11
961 FOOTBALL BUDGET	\$20,912.76	\$0.00	\$0.00	\$3,442.75	\$17,470.01	\$478.21	\$16,991.80
962 BOYS BASKETBALL BUDGET	\$1,058.75	\$0.00	\$0.00	\$221.15	\$837.60	\$680.05	\$157.55
963 GIRLS BASKETBALL BUDGET	\$183.54	\$543.94	\$0.00	\$0.00	\$727.48	\$0.00	\$727.48
964 BASEBALL BUDGET	\$9,222.75	\$1,700.00	\$0.00	\$734.28	\$10,188.47	\$7,689.00	\$2,499.47
965 SOFTBALL BUDGET	\$3,136.51	\$0.00	\$0.00	\$0.00	\$3,136.51	\$0.00	\$3,136.51
966 WRESTLING BUDGET	\$3,315.11	\$0.00	\$0.00	\$1,810.50	\$1,504.61	\$1,380.46	\$124.15
967 TENNIS BUDGET	\$1,297.61	\$175.00	\$0.00	\$0.00	\$1,472.61	\$1,222.00	\$250.61
968 TRACK BUDGET	\$3,530.39	\$100.00	\$0.00	\$63.43	\$3,566.96	\$3,414.00	\$152.96
969 GOLF BUDGET	\$3,618.08	\$914.00	\$0.00	\$691.35	\$3,840.73	\$1,308.75	\$2,531.98
971 ATHLETIC - BOOSTER CLUB	\$97,739.35	\$15,238.90	\$380.00	\$13,360.67	\$99,997.58	\$28,492.72	\$71,504.86
972 CROSS COUNTRY BUDGET	\$8,217.01	\$40.00	\$0.00	\$87.00	\$8,170.01	\$14.50	\$8,155.51
973 BOYS SOCCER BUDGET	\$3,707.79	\$0.00	\$0.00	\$877.90	\$2,829.89	\$2,738.01	\$91.88
974 ATHLETICS - TRAINER	\$175.76	\$20.00	\$0.00	\$0.00	\$195.76	\$0.00	\$195.76
975 GIRLS SOCCER BUDGET	\$6,586.04	\$6,005.00	\$0.00	\$1,223.46	\$11,367.58	\$8,602.78	\$2,764.80
976 GIRLS VOLLEYBALL BUDGET	\$3,058.16	\$0.00	\$0.00	\$0.00	\$3,058.16	\$812.20	\$2,245.96
977 CHEER BUDGET	\$1,214.81	\$440.00	\$0.00	\$440.00	\$1,214.81	\$162.60	\$1,052.21
978 ALL EVENTS GATE	\$24,195.29	\$30,565.97	\$0.00	\$27,162.17	\$27,599.09	\$8,240.61	\$19,358.48
979 JR HIGH CHEER	\$217.40	\$0.00	\$0.00	\$0.00	\$217.40	\$0.00	\$217.40
983 DRUG TEST-PHYSICALS	\$6,232.92	\$111.38	\$0.00	\$664.00	\$5,680.30	\$3,320.49	\$2,359.81
985 SPONSORS 2022-2023	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00
986 CHIEFTAIN CENTER CONCESSION	\$16,030.92	\$14,044.18	\$0.00	\$6,729.20	\$23,345.90	\$4,000.05	\$19,345.85
<b>Total</b>	<b>\$1,456,830.16</b>	<b>\$222,106.19</b>	<b>\$0.00</b>	<b>\$233,677.49</b>	<b>\$1,445,258.86</b>	<b>\$310,472.03</b>	<b>\$1,134,786.83</b>

**SAPULPA PUBLIC SCHOOLS  
TREASURER'S SUMMARY  
MARCH 2022**

	GENERAL FUND	BUILDING FUND	CH NUTR FUND	BOND FUND	SINKING FUND	<b><u>TOTAL</u></b>
BEG BALANCE	6,648,136.34	669,906.48	686,081.05	2,179,787.58	5,246,870.33	\$ 15,434,563.00
DEPOSITS	1,919,598.93	14,424.13	250,546.99	0.00	72,162.82	\$ 2,256,732.87
CHECKS ISSUED						
Current Year	2,278,271.46	73,797.66	124,885.53	41,935.02	0.00	\$ 2,518,889.67
Prior Year	0.00	0.00	0.00	216,705.00	0.00	\$ 216,705.00
END BALANCE	6,289,463.81	610,532.95	811,742.51	1,921,147.56	5,319,033.15	\$ 14,951,919.98
Last Yr Same Month	4,963,431.45	556,818.70	116,224.57	2,487,328.16	4,818,714.08	\$ 12,942,516.96
Gain or (Loss)	\$ 1,326,032.36	\$ 53,714.25	\$ 695,517.94	\$ (566,180.60)	\$ 500,319.07	



I CERTIFY THAT THIS REPORT, SUMMARIZED ON PAGES 1, 2, AND 3  
IS CORRECT AND IN ACCORDANCE WITH THE RECORDS.

  
Kenda Terrones, Treasurer

**GENERAL FUND**

	PREVIOUS <u>TOTAL</u>	CURRENT <u>MONTH</u>	NEW <u>YR-TO-DATE</u>
<u>Local Revenue</u>			
Current Ad Valorem	5,736,706.19	90,938.24	5,827,644.43
Prior Ad Valorem	130,698.90	2,356.61	133,055.51
Homestead & In Lieu Tax	35,792.45	6.57	35,799.02
Interest Earned	6,520.77	1,301.61	7,822.38
Rental of Facilities	0.00	0.00	0.00
Sale of Surplus Equipment	0.00	0.00	0.00
Insurance Recovery	0.00	0.00	0.00
Workers' Compensation	0.00	0.00	0.00
Misc Reimbursements	62,434.08	13,304.84	75,738.92
Donations and Contributions	10,260.22	0.00	10,260.22
Repayment from CNF	0.00	0.00	0.00
Repayment from Activity Fd	<u>18,565.44</u>	<u>1,323.28</u>	<u>19,888.72</u>
Local TOTALS	<b>6,000,978.05</b>	<b>109,231.15</b>	<b>6,110,209.20</b>
<u>County Revenue</u>			
Mill Levy	561,868.65	9,479.85	571,348.50
Mortgage Tax	<u>111,820.53</u>	<u>7,796.65</u>	<u>119,617.18</u>
County TOTALS	<b>673,689.18</b>	<b>17,276.50</b>	<b>690,965.68</b>
<u>State Revenue</u>			
Gross Production	130,483.41	13,365.88	143,849.29
Auto Tags	1,135,540.60	113,185.41	1,248,726.01
School Land	345,458.52	39,895.34	385,353.86
Tax Stamps & Other Misc	3,690.77	255.59	3,946.36
Farm Implement Tax Stamp	0.00	0.00	0.00
State Aid (Fdn. & Incentive)	7,575,606.14	1,064,982.52	8,640,588.66
Flexible Benefit	1,532,950.10	227,157.25	1,760,107.35
Alternative Ed/High Challenge	31,176.60	15,588.30	46,764.90
Staff Development	0.00	0.00	0.00
National Board Cert Stipends	39,050.00	0.00	39,050.00
Reading Sufficiency	59,501.84	0.00	59,501.84
State Textbook Allocation	307,001.89	0.00	307,001.89
Redbud	70,631.16	0.00	70,631.16
Driver's Education	1,320.00	0.00	1,320.00
Okla Parents as Teachers	0.00	0.00	0.00
State Land Reimbursement	0.00	0.00	0.00
State Misc/ACE Technology	0.00	0.00	0.00
State Misc/ACE Remediation	0.00	0.00	0.00
State Misc/Gear Up (022)	0.00	0.00	0.00
Robotics Grant (3690)	0.00	0.00	0.00
Vocational Salaries	15,420.00	3,660.00	19,080.00
Voc. Incentive Assistance	36,446.00	18,223.00	54,669.00
Okla Education Lottery Fund	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
State TOTALS	<b>11,284,277.03</b>	<b>1,496,313.29</b>	<b>12,780,590.32</b>
<u>Federal Revenue</u>			
	<u>Y-T-D</u>	<u>CUR</u>	<u>Y-T-D</u>
FEMA	0.00	0.00	0.00

Title VII - Indian Ed (561)	98,650.58	28,684.13	127,334.71
JROTC	39,315.16	11,223.66	50,538.82
SIG Grants -Liberty	0.00	0.00	0.00
Title I (511)	385,148.89	53,486.89	438,635.78
Title II Part A (541)	145,627.61	21,557.26	167,184.87
IDEA-B Flow Thru (621)	521,902.13	64,428.29	586,330.42
IDEA-B Preschool 3-5 (641)	6,848.76	0.00	6,848.76
Other Federal Programs		5,240.08	
Title 10 (596)	27,156.03	2,109.29	29,265.32
JOM (563)	34,229.96	2,482.56	36,712.52
CARES/ESSER/ARP	2,078,421.67	107,565.83	2,185,987.50
Carl Perkins (421)	<u>17,118.60</u>	<u>0.00</u>	<u>17,118.60</u>
Federal TOTALS	<b>3,354,419.39</b>	<b>296,777.99</b>	<b>3,645,957.30</b>
<b>TOTAL GEN FUND</b>	<b>21,313,363.65</b>	<b>1,919,598.93</b>	<b>23,227,722.50</b>
 <b><u>BUILDING FUND</u></b>			
Current Taxes	815,370.03	12,987.55	828,357.58
Prior Taxes	19,753.99	336.58	20,090.57
In Lieu of Taxes	7,360.49	0.00	7,360.49
Facility Rental	10,675.00	1,100.00	11,775.00
Insurance Recovery	14,976.34	0.00	14,976.34
Farm Implement Tax Stamp	0.00	0.00	0.00
State Land Reimbursement	0.00	0.00	0.00
FEMA	0.00	0.00	0.00
Donations and Contributions	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Building Fund TOTALS	<b>868,135.85</b>	<b>14,424.13</b>	<b>882,559.98</b>
 <b><u>CHILD NUTR FUND</u></b>			
Local (Meals, Interest, etc)	82,118.43	5,053.02	87,171.45
State Reimbursement	152,671.42	21,423.03	174,094.45
Federal Reimbursement	<u>1,188,447.14</u>	<u>220,289.72</u>	<u>1,408,736.86</u>
Child Nutrition Fund TOTALS	<b>1,423,236.99</b>	<b>246,765.77</b>	<b>1,670,002.76</b>
 <b><u>TOTAL GF/BF/CNF</u></b>	 <b>23,604,736.49</b>	 <b>2,180,788.83</b>	 <b>25,780,285.24</b>
 <b><u>BOND FUND</u></b>			
Interest	0.00	0.00	0.00
Sale of New Bonds	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Bond Fund TOTALS	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
 <b><u>SINKING FUND</u></b>			
Current Taxes	4,405,551.13	70,173.41	4,475,724.54
Prior Taxes	114,003.83	1,989.41	115,993.24
In Lieu of Taxes	40,414.77	0.00	40,414.77
Interest/In Lieu Reimb	0.00	0.00	0.00
State Land Reimbursement	0.00	0.00	0.00
Farm Implement Tax Stamp	0.00	0.00	0.00
Premium on Bonds Sold	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Sinking Fund TOTALS	<b>4,559,969.73</b>	<b>72,162.82</b>	<b>4,632,132.55</b>
 <b><u>INSURANCE REIMBURSEMENT FUND</u></b>	 <b>542,457.99</b>	 <b>0.00</b>	 <b>542,457.99</b>
<b>GRAND TOTAL</b>	<b>28,707,164.21</b>	<b>2,252,951.65</b>	<b>30,954,875.78</b>

**GENERAL FUND EXPENDITURE COMPARISON**

<u>ACCOUNTS PAYABLE</u>						<u>CERTIFIED PAYROLL</u>						<u>SUPPORT PAYROLL</u>					
		Monthly		YTD				Monthly		YTD				Monthly		YTD	
AP 2020-21	AP 2021-22	Diff	Sub Total	% Change		Cert 20-21	Cert 21-22	Diff	Sub Total	% Change		Supp 20-21	Supp 21-22	Diff	Sub Total	% Change	
Jul	460,202	694,151	233,949	233,949	50.84%	Jul	239,144	214,566	-24,578	-24,578	-10.28%	Jul	129,025	132,644	3,619		
Aug	155,127	79,167	-75,960	157,989	-48.97%	Aug	964,852	1,452,958	488,105	463,528	48.04%	Aug	379,901	733,069	353,168	356,787	93.92%
Sep	222,371	272,256	49,884	207,873	22.43%	Sep	1,584,834	1,567,036	-17,797	445,730	-1.12%	Sep	503,764	646,172	142,408	499,194	28.27%
Oct	248,396	208,046	-40,350	167,524	-16.24%	Oct	1,581,963	1,567,024	-14,939	430,791	-0.94%	Oct	506,419	540,292	33,873	533,067	6.69%
Nov	183,427	426,686	243,260	410,783	132.62%	Nov	1,574,157	1,576,235	2,078	432,869	0.13%	Nov	507,806	554,705	46,899	579,966	9.24%
Dec	184,321	93,945	-90,376	320,407	-49.03%	Dec	1,556,857	1,573,107	16,250	449,120	1.04%	Dec	496,943	546,790	49,847	629,813	10.03%
Jan	87,768	189,602	101,834	422,241	116.03%	Jan	1,542,376	1,568,774	26,398	475,518	1.71%	Jan	497,792	537,560	39,768	669,581	7.99%
Feb	142,143	191,467	49,324	471,565	34.70%	Feb	1,611,674	1,604,942	-6,732	468,785	-0.42%	Feb	499,848	538,439	38,591	708,172	7.72%
Mar	157,122	155,805	-1,317	470,247	-0.84%	Mar	1,555,055	1,569,130	14,075	482,860	0.91%	Mar	495,079	553,336	58,257	766,429	11.77%
Apr	133,901		-133,901	336,346	-100.00%	Apr	1,565,920		-1,565,920	-1,083,060	-100.00%	Apr	496,138		-496,138	270,291	-100.00%
May	150,189		-150,189	186,157	-100.00%	May	1,606,172		-1,606,172	-2,689,232	-100.00%	May	511,355		-511,355	-241,064	-100.00%
Jun	186,107		-186,107	50	-100.00%	Jun5-Aug5	3,648,685		-3,648,685	-6,337,917	-100.00%	Jun5-Aug5	1,008,168		-1,008,168	-1,249,232	-100.00%
TOTAL	2,311,075	2,311,125	50			19,031,690	12,693,773					6,032,239	4,783,007				
		350,000					640,250						-5,423	20,772,732			

**ACCOUNTS PAYABLE AND PAYROLL SUMMARY**

AP&PR 20-21	YTD TOTAL	AP&PR 19-20	YTD TOTAL	Mo Diff	Mo % Change	Total % Change	
Jul	1,041,361	699,346	699,346	342,015	48.90%	48.90%	
Aug	2,266,455	1,499,880	2,199,227	766,574	51.11%	50.41%	
Sep	2,485,464	2,310,969	4,510,196	174,495	7.55%	28.45%	
Oct	2,315,362	2,336,778	6,846,974	-21,416	-0.92%	18.43%	
Nov	2,557,627	2,265,390	9,112,364	292,236	12.90%	17.05%	
Dec	2,213,842	2,238,121	11,350,485	-24,279	-1.08%	13.48%	
Jan	2,295,936	2,127,936	13,478,421	168,000	7.89%	12.60%	
Feb	2,334,848	2,253,665	15,732,087	81,183	3.60%	11.31%	
Mar	2,278,271	2,207,257	17,939,343	71,015	3.22%	10.31%	
Apr	0	2,195,959	20,135,303	-2,195,959	-346,137	-100.00%	-1.72%
May	0	2,267,716	22,403,018	-2,267,716	-2,613,853	-100.00%	-11.67%
Jun	0	4,842,960	27,245,979	-4,842,960	-7,456,813	-100.00%	-27.37%
TOTAL	19,789,165.61	TOTAL	27,245,978.51	-7,456,813			

**YTD TOTALS**

AP YTD%	CP YTD%	SP YTD%	
50.84%	-10.28%	0.00%	Jul
25.68%	38.50%	70.11%	Aug
24.81%	15.98%	49.29%	Sep
15.42%	9.86%	35.09%	Oct
32.36%	7.28%	28.61%	Nov
22.04%	5.99%	24.95%	Dec
27.39%	5.26%	22.16%	Jan
28.01%	4.40%	20.11%	Feb
25.54%	3.95%	19.08%	Mar
17.03%	-7.86%	5.99%	Apr
8.76%	-17.48%	-4.80%	May
0.00%	-33.30%	-20.71%	(Jun)

**EXPENDITURE PERCENTAGES**

	21-22	20-21	19-20	18-19	17-18	16-17	15-16	14-15	13-14	12-13	11-12	10-11	09-10	08-09	07-08
AP	11.68%	8.78%	9.81%	9.13%	9.18%	12.85%	13.66%	12.31%	11.42%	12.13%	13.59%	14.13%	13.89%	16.06%	16.74%
CERT	64.15%	67.79%	67.46%	68.01%	69.37%	66.32%	65.73%	69.14%	68.24%	68.44%	68.45%	67.09%	67.34%	64.94%	64.13%
SUPP	24.17%	23.45%	22.73%	22.86%	21.45%	20.82%	20.60%	18.55%	20.34%	19.42%	17.97%	18.78%	18.77%	19.00%	19.13%
ALL PR	88.31%	91.24%	90.19%	90.87%	90.82%	87.15%	86.34%	87.69%	88.58%	87.87%	86.41%	85.87%	86.11%	83.94%	83.26%
TOTAL	99.99%	100.01%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%

**General Fund**  
**WORKING BUDGET**

**WADM**

State Allocation (projected)  
Other State Revenue  
Local and County Revenue  
Federal Grant Revenue

**CURRENT YEAR REVENUE (EON)**

Prior Year Carryover

**Total Revenue per EON**

**Projected Expenses**

Salaries  
Benefits  
Purchased Professional & Technical Services  
Contracted Property Services  
Other Contracted Services  
Supplies & Materials  
Property Expenses  
Other Objects

**Total Expenses**

**Projected Carryover**

<b>Budgeted</b>	
<b>2021-22</b>	
<b>5732</b>	
11,367,222.70	
5,241,398.30	
8,116,380.00	
<u>5,776,895.00</u>	
30,501,896.00	
<u>2,624,298.00</u>	
33,126,194.00	
20,650,000.00	
6,200,000.00	
550,000.00	
250,000.00	
550,000.00	
1,700,000.00	
150,000.00	
450,000.00	
<u>-</u>	
<b>30,500,000.00</b>	
2,626,194.00	8.61%

## UTILITIES COMPARISON 2019-20 TO 2021-22

	410	623	624	625	627	MO	YTD			
	<u>Water</u>	<u>Diesel</u>	<u>Electricity</u>	<u>Gasoline</u>	<u>Nat'l Gas</u>	<u>TOTAL</u>	<u>TOTAL</u>	<u>MONTHLY</u>	<u>YEAR</u>	<u>%</u>
								<u>INCR/DECR</u>	<u>INCR/DECR</u>	
Jul 19	13,466		39,988		1,268	54,722	54,722	-12,847	-12,847	-23.48%
Aug 19	13,155	2,489	45,733	3,535	2,309	67,221	121,943	-20,492	-33,339	-27.34%
Sep 19	14,550	7,658	60,281	2,961	2,180	87,630	209,573	3,036	-30,304	-14.46%
Oct 19	16,451	12,725	71,410	3,270	2,326	106,181	315,754	10,870	-19,434	-6.15%
Nov 19	15,551	15,630	63,334	3,025	2,770	100,310	416,064	4,756	-14,677	-3.53%
Dec 19	13,565	11,586	40,967	3,044	6,698	75,861	491,925	6,119	-8,558	-1.74%
Jan 20	11,527	8,678	31,172	2,177	11,529	65,083	557,008	-4,619	-13,176	-2.37%
Feb 20	12,686	12,922	32,651	2,267	11,073	71,599	628,607	-278	-13,454	-2.14%
Mar 20	14,190	11,861	32,612	2,996	9,726	71,385	699,992	-58	-13,512	-1.93%
Apr 20	12,437	7,470	30,640	3,068	6,577	60,192	760,184	-5,809	-19,321	-2.54%
May 20	10,737	761	27,032	1,185	3,845	43,560	803,745	-24,256	-43,577	-5.42%
Jun 20	10,610	1,058	25,283	1,249	2,592	40,791	844,536	-17,163	-60,739	-7.19%
Jul 20	7,504		0		2,429	9,933	9,933	-44,789	-44,789	-450.92%
Aug 20	12,954	1,762	45,182	746	2,225	62,870	72,802	-4,351	-49,141	-67.50%
Sep 20	13,694	3,558	58,396	1,142	2,769	79,559	152,361	-8,071	-57,212	-37.55%
Oct 20	16,814	7,674	57,472	2,760	3,155	87,875	240,236	-18,306	-75,518	-31.43%
Nov 20	18,346	7,728	50,184	1,452	4,687	82,397	322,633	-17,913	-93,431	-28.96%
Dec 20	17,205	5,926	34,191	1,271	7,136	65,729	388,363	-10,131	-103,562	-26.67%
Jan 21	14,490	3,226	29,178	892	12,302	60,088	448,450	-4,996	-108,558	-24.21%
Feb 21	16,374	8,994	29,777	1,937	15,536	72,617	521,068	1,018	-107,539	-20.64%
Mar 21	15,956	6,443	29,168	1,247	33,530	86,345	607,413	14,960	-92,579	-15.24%
Apr 21	13,183	12,146	29,306	2,385	10,674	67,694	675,107	7,502	-85,078	-12.60%
May 21	13,819	15,220	27,752	4,436	8,679	69,906	745,013	26,346	-58,731	-7.88%
Jun 21	19,708	12,494	30,586	2,609	3,519	68,916	813,929	28,125	-30,606	-3.76%
Jul 21	6,122		31,962	0	1,042	39,126	39,126	29,193	29,193	74.61%
Aug 21	13,241	634	52,342	3,172	2,223	71,612	110,738	8,743	37,936	34.26%
Sep 21	17,934	5,877	59,873	2,931	3,471	90,085	200,823	10,526	48,462	24.13%
Oct 21	17,120	14,216	70,644	3,824	3,934	109,738	310,561	21,863	70,325	22.64%
Nov 21	18,411	14,199	66,410	4,413	4,958	108,392	418,953	25,995	96,320	22.99%
Dec 21	7,965	11,911	40,804	3,383	2,056	66,119	485,072	389	96,709	19.94%
Jan 22	25,545	10,401	33,918	2,202	17,473	89,539	574,611	29,451	126,161	21.96%
Feb 22	13,927	11,397	33,576	2,798	27,764	89,462	664,073	16,845	143,005	21.53%
Mar 22	16,023	9,123	35,250	3,656	14,870	78,922	742,994	-7,424	135,581	18.25%

To: School Work Study (SWS) Schools (The contact person for your school)

It is time for all the school districts that have a Transition School-to-Work: School Work Study contract to sign a new contract for fiscal year 2023 (July 1, 2022 – June 30, 2023).

You are receiving this email with a new contract and the Vendor Information Form attached. **You will need to complete the “eSign”, which will automatically send them back to us for our signatures.** The forms will be tracked electronically from that point.

Please complete the entire eSign. Then please review the **entire contract** and find the indicated signature block for your eSignature. Follow the instructions.

Optional: If this email has been sent to someone other than the proper signatory, you may click the hyperlink that allows you to have someone else sign, or you may download a copy of the vendor form and contract then sign and email it back in its entirety to [klowry@okdrs.gov](mailto:klowry@okdrs.gov).

**We must receive the completed contract and Vendor Information Form before we can process your contract.** Please submit as soon as possible so there are no delays in the processing of your contract.

Remember, the “EIN number” is your Federal ID Number.

**Services beginning July 1, 2022 or after may not be provided until the Award of Contract has been issued.**

If you have questions about signing the contract, please communicate with Jim Kettler and cc: Chris Compton at the Oklahoma Department of Rehabilitation Services. Their email addresses are [jkettler@okdrs.gov](mailto:jkettler@okdrs.gov) at (405) 523-4812 and [ccompton@okdrs.gov](mailto:ccompton@okdrs.gov) at (405) 605-9651. For SWS contract content and service questions, contact Renee Sansom Briscoe at [rsansom@okdrs.gov](mailto:rsansom@okdrs.gov) or (405) 951-3488.

If there are planned personnel changes that affect this contract, please also provide the new information to Jim, Chris, and Renee at the above email addresses.

Thank you for your help in this matter.



OKLAHOMA  
Rehabilitation Services



OKLAHOMA  
Education

The Workforce Innovation and Opportunity Act (WIOA) requires the Department of Rehabilitation Services (DRS) to collect and report Measurable Skill Gains for Youth.

In order to document these Measurable Gains, Vocational Rehabilitation Counselors need to obtain copies of students' secondary transcripts with parent or student consent if student is 18.

The Oklahoma State Department of Education Special Education Services (OSDE-SES) and the Oklahoma Department of Rehabilitation Services (ODRS) are requesting that LEAs collaborate with their local VR counselors to establish procedures to assist VR Counselors with obtaining students' secondary transcripts and/or report cards in order for them to meet compliance under the WIOA.

Here are some examples of effective procedures that VR Counselors have shared:

1. The VR Counselor obtains DRS signed releases from parents (see example) and provides the school with copies of them. Then the VR Counselor gets the students' transcripts from the counselor's office or special education teacher.
2. The VR Counselor obtains DRS signed releases from parents and provides the school with copies of them. The special education teacher sends students' transcripts to the VR Counselor at the end of each semester with the Student Work Student (SWS) time sheets.
3. The VR Counselor sends out the following letter to students each semester and encloses a self-addressed stamped envelope:

Dear [Client],

The first (second) semester of this school year is almost over and I hope it has been a good semester for you! I am required to document in your vocational rehabilitation file the close of this semester. To do so, I need you to provide me with this semester's grades. Please return either a high school transcript for (insert the fall or spring semester and the year) or report card in the self-addressed stamped envelope that I've enclosed with this letter or email me at (insert counselor's email address). Please call me if you have any questions at all! Thank you so much!!!

Thanks for your support as we work to improve outcomes for students with disabilities.

A handwritten signature in cursive script that reads "Renee Sansom Briscoe".

Renee Sansom Briscoe  
Transition Coordinator  
405-212-7789  
[rsansom@okdrs.gov](mailto:rsansom@okdrs.gov)

A handwritten signature in cursive script that reads "Lori Chesnut".

Lori Chesnut  
Program Specialist  
405-521-4802  
[lori.chesnut@sde.ok.gov](mailto:lori.chesnut@sde.ok.gov)

**STATE OF OKLAHOMA  
DEPARTMENT OF REHABILITATION SERVICES  
TRANSITION SCHOOL-TO-WORK: WORK STUDY**

This agreement, consisting of fourteen (14) pages (the "Contract"), is hereby made between the Oklahoma Department of Rehabilitation Services ("DRS") and

**Sapulpa Public Schools  
511 E. Lee Avenue  
Sapulpa OK 74066-4633**

("Contractor" or "School"), and constitutes the entire agreement between the DRS and the Contractor, and no other representations are given or should be implied from written or oral agreements or negotiations that preceded the Contract.

**RECITALS**

**WHEREAS**, the Oklahoma Department of Rehabilitation Services is authorized to make and enter into all contracts necessary or incidental to the performance of its duties, and may purchase or lease equipment, furniture, materials and supplies, and incur such other expenses as may be necessary to maintain and operate the Department, 74 O.S. § 166.1.C; and

**WHEREAS**, the Individuals with Disabilities Education Act (IDEA) and the Rehabilitation Act both provide for transition services for children with disabilities to facilitate the child's movement from school to post-school activities including employment, 20 U.S.C. § 1401(34) and 29 U.S.C. § 721(a)(11)(D); and

**WHEREAS**, the Oklahoma Department of Rehabilitation Services is authorized by rules promulgated by the Oklahoma Commission for Rehabilitation Services at Subchapter 7 of Chapter 10 of Title 612 of the Oklahoma Administrative Code to implement the Transition from School-to- Work Program; and

**WHEREAS**, in the School-to-Work program, there are many services needed. Some of these services are provided by the school under the individualized education plan (IEP) and some are provided by the Oklahoma Department of Rehabilitation Services under the individualized plan for employment (IPE). Other services may be provided by the parents, Career Tech, and others. A major component of the Transition School-to-Work program is work-readiness training and work experience. The work experience can be provided through Work Adjustment Training or the three types of Work Study Programs.

**NOW THEREFORE**, the parties agree as follows:

## **I. Contract Period**

The Contract is effective from the latest date of signature of both parties or July 1, 2022, whichever is the latter, through June 30, 2023. The Contract may be renewed for two additional one-year periods upon written agreement of the DRS and the Contractor.

## **II. Contract Services**

**Students eligible to participate include those DRS transition students:**

- with documented disabilities (includes IEP, 504 Plan, or other documents), who:
  - have been determined eligible for DRS services; or
  - are on a trial work plan as determined by the DRS counselor;
- with an approved case;
- with an individualized plan for employment (IPE) in place;
- with SWS as a line of service on the IPE;
- who are at least 16 years of age; and
- who are attending high school.

DRS clients preauthorized to participate in Work Study may do so for **no more than 24 cumulative months**, as approved on an individual basis by the DRS counselor. The months do not need to be consecutive. Based on individual needs and barriers due to disability, there may be exceptions where the client requires more time to make additional progress. In that instance, the DRS counselor may authorize additional time. Summer months spent in Work Study count in the 24 cumulative months. Transportation, scheduling, administrative or family convenience, or family/individual income needs are not acceptable reasons to extend Work Study beyond 24 cumulative months.

Participating students may work **no more than 15 cumulative hours per week during the school year** (i.e., during the day, evenings, weekends, or holidays). In each of the cases described above, the students must be given school credit for their participation during the school day, and the School staff and the DRS counselor will provide important guidance and instructional help around the work experience. If the student works after school hours, in the evening or on weekends, the School may also choose to give the student school credit and is encouraged to do so to support earning elective credits. The School will provide staff to work with the DRS counselor in the area of transition. The School will have at least one person designated to serve as the “teacher/transition coordinator”. Paraprofessionals could serve as Transition Coordinator or could also be assigned to help with the process and documentation. The Contractor agrees to provide designated staff time for performing the needed duties related to transition. The Contractor agrees to fully inform the staff responsible for carrying out the duties set forth in the Contract. This includes providing all necessary staff with a copy of the Contract.

Students wishing to continue working through the summer as part of Transition School-To-Work: Work Study may do so if the School’s current contract, which expires June 30, is

renewed for the following fiscal year that begins July 1<sup>st</sup>.

The maximum number of hours worked per student that's reimbursable by the DRS cannot exceed 15 cumulative hours per week during the school year. The maximum number of hours worked may exceed 15 cumulative hours per week for summer work only when pre-approved by the DRS counselor. The student can work a maximum of 20 cumulative hours per week during the summer. The DRS will reimburse 100% of the wages paid by the school for a maximum 20 cumulative hours per week. Students may work a maximum 20 cumulative hours per week beginning with the first day of summer break. However, upon the first day back to school, the students must go back to working no more than a maximum 15 cumulative hours per week. All Child Labor Laws apply and must be adhered to.

<https://www.dol.gov/general/topic/youthlabor>

**The School is required to continue supervising, monitoring, and reporting on students working in the School or in the community during the summer.**

Paid work positions must reflect **real work/jobs** and include tasks that would normally be a function of that position. The students must be learning skills that will transfer to competitive, integrated employment in the community. Classroom instructional time does not count as work. The Contractor must ensure that students have access to a wide variety of work/job types and must also ensure the Contractor has enough work to cover the number of students intended to participate in the program. Examples of work/jobs within the School include, but are not limited to, the following.

- *Custodial/bus barn:* learning simple maintenance of School vehicles, detailing School vehicles.
- *Manager of sports teams:* scheduling, scorekeeping, ordering, inventory maintenance, hauling, moving.
- *Teacher's Aid/Assistant:* reading to groups of or individual children, cleaning, organizing, grading, designing bulletin boards.
  
- *Office Assistant:* Making ID badges, taking photos for badges, using a camera, laminating, answering phones, taking phone messages, greeting visitors and directing to locations, data entry, filing.
- *Information Technology Assistant:* use compressed air to clean computers and keyboards, replace batteries, replace mice, clean monitors, conduct virus scans, clean out old hard drives, organizing, inventory maintenance, stocking, ordering.

The same guidelines should be adhered to when selecting community placements for paid work experiences.

The final 9 months of their Work Study must be outside the school/district and **in the community** (unless approved by the DRS counselor in special circumstances).

Students may not work in their family owned business unless approved by the DRS counselor. This includes farms and other businesses.

Students who are completing high school at the end of the school year and who are participating in services through the Contract must cease work upon their last day of school/graduation. They may not continue to work through School Work Study or Work Site Learning beyond their last day of high school.

## **A. Work Study Program**

There are two types of Work Study through DRS:

1. School Work Study (SWS) allows students with disabilities to **work on the School campus**. The students are supervised or closely monitored by School personnel, and the School pays the students a wage with the **DRS making reimbursement to the School** for that payment. The **School maintains liability** for the students while working on campus.
2. Work Site Learning allows students with disabilities to **work in the community**. The students are supervised or closely monitored by School personnel, and the School pays the students a wage with the **DRS making reimbursement to the School** for that payment. The **School maintains liability** for the students while working off campus.

## **B. Other Work Opportunities**

This is not a Work Study through DRS:

1. Employer Work Study allows students with disabilities employment experience in **part-time jobs in the community** with the employers paying the wages/salary(ies). In this instance, the students are employees of the community employers, **employers maintain liability**, and the **DRS does not reimburse the employers for the wages/salary(ies)**.

## **C. Contractor's/School's Obligations**

The designated teacher/transition coordinator(s) shall:

1. be knowledgeable about the contents and requirements of the Contract.
2. obtain written preauthorization from the DRS counselor before initiating services for students (i.e., not starting the student to work before DRS has approved in writing).
3. serve as a member of the IEP team and make decisions for job placement as a team.
4. provide information regarding the program to School personnel, students, and parents.
5. provide job readiness instruction and assistance to the students in the program prior to starting their jobs (e.g., helping them prepare for interviewing for the potential position) through transition services or five core pre-employment transition services.
  - a. job exploration counseling;

- b. work-based learning experiences;
  - c. counseling on opportunities for enrollment in postsecondary education (college, CareerTech, trade education, professional certification, etc.);
  - d. workplace readiness, including social and independent living skills;
  - e. self-advocacy, including peer mentoring.
6. assist with job placement and regular follow-up on the students' progress.
  7. work with the DRS counselor to maintain a list of all authorized participating students, the place of employment, job title, and tasks learned or practiced, at least one time per semester or updated as new students join or jobs/job duties change.
  8. assist with the coordination of the individualized education program (IEP) and the individualized plan for employment (IPE) to reflect the SWS services provided by DRS, including, but not limited to, present levels of performance, services, and annual education/training or employment goals on the IEP.
  9. document such transition services or Pre-Employment transition services provided and completed by participating students.
  10. provide such documentation to the DRS counselor at the end of each semester.
  11. submit by the 15<sup>th</sup> of the following month (or whenever payroll is run by the School for their payment cycle), at the same time, monthly invoices/pay stubs, time sheets, progress reports, and proof of payment to students for reimbursement of the wages paid for students participating in School Work Study or Work Site Learning. and
  12. ensure the electronic copy of the contract is routed to the appropriate person for signature and returned electronically to DRS.

If claiming mileage reimbursement for teacher/transition coordinator travel to/from job sites of DRS clients, submit monthly itineraries and travel claims, which are each signed and verified by the school district superintendent.

#### **D. DRS's Obligations**

The DRS counselor shall:

1. provide teacher/transition coordinators written preauthorization prior to initiation of services for each student approved to work.
2. accept referrals, process applications, and assist with the coordination of the IEP and the IPE and offer input to the IEP employment goals.
3. serve as a member of the IEP team and make decisions for job placement as a team.
4. organize his or her work schedule in order to be available to confer with the School personnel, the students in the program, parents, employers and other partners in the process.
5. arrange and provide services as needed, including vocational evaluations, and counseling and guidance.
6. provide teacher/transition coordinators updated information (as available) as requested.
7. assist with job placement and regular follow-up on the students' progress.
8. work with the School staff/teachers to maintain a list of all authorized participating

- students, the place of employment, job title, and tasks learned or practiced, at least one time per semester or updated as new students join or jobs/job duties change.
9. regularly monitor students at job sites.
  10. ensure the school/district is submitting monthly time sheets, progress reports, proof of payment to students, and documentation of transition services or Pre-Employment Transition Services (as completed).
  11. provide reimbursement for the wages of students participating in School Work Study and Work Site Learning. and
  12. provide mileage reimbursement at the state rate for teacher coordinator travel to/from job sites of DRS clients participating in School Work Study and Work Site Learning.

## **E. Student Wage**

1. The DRS and the Contractor agree that students who are employed by the School as part of a training program are not independent contractors, but employees of the School. **The Contractor agrees to deduct state and federal income tax from wages paid to the student.** The Contractor is responsible for costs incurred for workers' compensation or other expenses not included in the minimum wage reimbursed by the DRS, as part of its contribution toward providing coordinated transition services outlined in the Individuals with Disabilities Education Act (IDEA) and the Workforce Innovation and Opportunity Act (WIOA).

2. The DRS and the Contractor further agree that **IRS regulations provide that services performed by a student, who is employed by the School in which the student is enrolled, are not considered "employment" for purposes of FICA (Federal Insurance Contribution Act—Social Security and Medicare) and FUTA (Federal Unemployment Tax Act—employment tax)** payroll deductions. 26 C.F.R. § 31.3121(b)(10)-2(a)(1) and § 31.3306(c)(10)-2(b). The rules provide that the services performed by the student must be incident to and for the purposes of pursuing a course of study at the School. Section 31.3121(b)(10)-2(c). **The DRS and the Contractor agree that students who are employed by the School as part of a training program are not subject to FICA or FUTA.** The employee/student must be enrolled and regularly attending classes at the School at which the employee is employed to have the status of a student within the meaning of the regulations. This exemption does not apply if the student is working for a private employer through Employer Work Study, rather than the School, as part of an internship program. *The student must be employed by the School in order for the exception to apply.* The Oklahoma Employment Security Act provides that employment as part of a work-training program is exempt from the definition of "employment" and, therefore, not subject to the Act and, therefore, should not be documented as wages paid in quarterly submissions to the OESC. 40 O.S. §1-210 (15)(I). **At the end of the calendar year, students are to be provided with a W-2, Wage and Tax Statement, and not a 1099-Misc Form for Independent Contractors.**

3. For the School to be reimbursed for the student's wage, the student must have a trial work plan and/or an Individualized Plan of Employment (IPE) with the Oklahoma Department of Rehabilitation Services, and be participating in School Work Study or Work Site Learning.

**Additionally, the School must have received in writing preauthorization for students to begin working before payments will be issued.**

### **III. Compensation**

#### **A. Contract Amount**

The DRS shall reimburse the Contractor as follows:

- school months –the current federal minimum wage. EXEMPT from FICA and FUTA, thus should not be taken out of the student’s check.
- summer months –the current federal minimum wage, plus FICA and FUTA, as summer months are NOT exempt due to the student not being enrolled at least half-time in school.

Payment shall be made upon receipt of properly completed and approved invoices/pay stubs, timesheets and progress reports documenting the provision of services and/or receipt of proper claims for reimbursement of travel expenses pursuant to the contract for services. By law the DRS cannot pay in advance. Neither the Contractor nor any other parties may rely upon any amount set by the DRS in the Contract, or otherwise, as a guaranty, warranty, or any other promise of receipt or payment of that amount, except for those goods and/or services provided to and accepted by the DRS pursuant to the Contract.

The DRS will cancel the Contract if procedures are not followed (e.g., putting students to work before authorized, inappropriate job placements, delayed billing, not submitting proper documentation as outlined in the contract). If a settlement/ratification agreement must be reached between the Contractor and the DRS, the Contractor will receive only 50% of the funds for which it is seeking reimbursement.

The Oklahoma State Constitution, Article 10, Section 23 states, “Balanced Budget - Procedures. The state shall never create or authorize the creation of any debt or obligation, or fund or pay any deficit, against the state, or any department, institution or agency thereof, regardless of its form or the source of money from which it is to be paid, except as may be provided in this section and in Sections 24 and 25 of Article X of the Constitution of the State of Oklahoma.”

An express or written contract is a document evidencing, among other things, the mutual consent of the contracting parties. The written document becomes effective when the parties have signified their mutual consent by the act of signing it. The act of signing occurs when it occurs and applies only to events in the future.

To ensure you stay within the law and that you receive full compensation for services provided, please wait for official written documentation from your DRS counselors as to when a service may actually begin for an approved DRS client. The DRS CAN NOT backdate in order to pay for services for any youth with disabilities.

According to 70 O.S. § 5-142 school districts must conduct national criminal record background searches and fingerprinting on prospective employees. Therefore, the DRS will reimburse the school district up to \$45.00 per DRS client who:

- \* is going to participate in School Work Study or Work Site Learning.
- \* is at least 18 years of age. and
- \* has not previously had a criminal background check completed by the school district or any other school district in Oklahoma.

This reimbursement will occur upon request and submission of properly completed documentation to the DRS counselor. If the Contractor chooses to request the expedited background check (\$58.00) from the Oklahoma State Department of Education, the Contractor will be responsible for any additional fees beyond the \$45.00.

## **B. Payment**

The State of Oklahoma has forty-five (45) days from receipt of properly completed and approved invoices/pay stubs, timesheets and progress reports documenting the provision of services and/or receipt of proper claims for reimbursement of travel expenses pursuant to the contract for services to make payment to the Contractor. Invoices/pay stubs, timesheets, progress reports, and claims shall be sent to the DRS counselor who authorized services for each DRS client. **DRS cannot reimburse wages for work study hours that are not preapproved in writing by the DRS counselor.**

The DRS counselor's name, address, and telephone number are shown on each DRS client's Authorization for Purchase. If the State of Oklahoma fails to make payment within the forty-five (45) days, the Contractor is eligible to receive interest on the unpaid balance due per State of Oklahoma Statutes. The Contractor is responsible for claiming the interest.

All students who are placed in the Transition Work Study program must be active Vocational Rehabilitation (VR) or Services for the Blind and Visually Impaired (SBVI) clients and have a trial work plan and/or an IPE in place in order for the school/district to be reimbursed for wages paid through School Work Study or Work Site Learning, or for the student to participate in Employer Work Study.

## **C. Lapse Of Invoices/Claims**

Properly completed and approved invoices/pay stubs, timesheets and progress reports documenting the provision of services and/or proper claims for reimbursement of travel expenses pursuant to the contract for services shall be submitted within ninety (90) calendar days of the provision of those services and/or incurrence of those travel expenses. Supporting encumbrances may be cancelled upon a lapse of six (6) months from the actual provision of services and/or incurrence of travel expenses pursuant to the contract for services, unless specified otherwise in the Contract.

#### **IV. Standard Terms**

##### **A. Equal Opportunity/Non-Discrimination**

The Contractor 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.

##### **B. Lobbying Activities**

The Contractor certifies the following:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, renewal, amendment or modification of any federal grant, or cooperative agreement;

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

##### **C. Debarment And Suspension**

In accordance with Presidential Executive Orders 12549 and 12689, the Contractor certifies that neither it nor its principals are presently debarred, suspended or otherwise disqualified for participation in federal assistance programs. Such certification is a material representation of fact upon which reliance is being placed when entering into the Contract. A determination that the Contractor knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for the Contractor's default. Additionally, the Contractor shall promptly provide written notice to the Oklahoma state purchasing director if the certification becomes erroneous due to changed circumstances.

#### **D. Drug-Free Workplace**

The Contractor certifies compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988.

#### **E. Modification**

The Contract may only be modified by mutual consent of the parties in writing.

#### **F. Cancellation**

1. With Cause: In the event the Contractor fails to meet the terms and conditions of the Contract or fails to provide services in accordance with the provisions of the Contract, the DRS may upon written notice of default transmitted via Certified Mail to Contractor, cancel the Contract effective upon receipt of notice or at 5:00 PM on the fifth calendar day from the date DRS 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. In the event a Notice of Cancellation is issued, the Contractor shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the State of Oklahoma, Office of Management and Enterprise Services.

2. Without Cause: It is further agreed that the Contract may be canceled by either party by providing thirty (30) days prior written notice.

#### **G. Access To And Retention Of Records**

The Contractor shall maintain adequate and separate accounting and fiscal records and account for all funds provided by any source to pay the cost of the Contract. Authorized personnel of the U.S. Department of Education, or other pertinent federal agencies, and authorized personnel of the Oklahoma Department of Rehabilitation Services, State Auditor and Inspector, and other appropriate state entities shall have the right of access to any books, documents, papers, or other records of contract which are pertinent to the performance or payment of the Contract in order to audit, examine, make excerpts, and/or transcripts. The Contractor shall be required to maintain all records for three (3) years after the DRS makes final payment and all other pending matters are closed.

#### **H. Subcontracting**

The services to be performed under the Contract shall not be subcontracted, in whole or in part, to any other person or entity without written approval by the DRS. The terms of the Contract, and such additional terms as the DRS may require, shall be included in any subcontract. Approval of the subcontract shall not relieve the Contractor of any responsibility for performing the Contract.

## **I. Compliance With State And Federal Laws**

The Contractor 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 Contractor, without reliance on or direction by the DRS.

## **J. Travel**

The travel expenses to be incurred by the Contractor pursuant to the Contract shall be included in the total amount of the contract award. The DRS will only pay travel expenses (including per diem) specified in and charged against the total amount of the contract award. In addition, the DRS will not reimburse travel expenses in excess of the rate established by the Oklahoma State Travel Reimbursement Act, 74 O.S. § 500.1-37. The Contractor shall be responsible for all travel arrangements, and provide supporting documentation for reimbursement.

## **K. Client Confidentiality**

The Contractor assures compliance with DRS requirements pertaining to the protection, use, and release of personal information. The Contractor will hold confidential all personal information regarding individuals, including lists of names, addresses, photographs, records of evaluation, and all other records of the DRS client. This information may not be disclosed, directly or indirectly, unless consent is obtained in writing or as otherwise required by law.

## **L. Unallowable Costs**

In the event any audit, audit resolution, review, monitoring, or other oversight results in the determination that the Contractor has expended DRS funds on unallowable costs on this or any previous contract, the Contractor shall reimburse the DRS in full for all such costs on demand. The DRS may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other contracts.

## **M. Audit**

### **1. Federal Funds**

Organizations that expend \$750,000 or more in a year in federal funds from all sources shall have a certified independent audit conducted in accordance with 2 C.F.R. Part 200.

### **2. State Funds**

Corporations both for-profit and non-profit, and governmental entities that receive \$50,000 or more in a year in State funds from DRS shall have a certified independent audit of its operations conducted in accordance with Government Auditing Standards. The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles, and the report

shall include a supplementary schedule of awards listing all state and federal funds by funding source.

**3. Auditor Approval and Audit Distribution**

The audit shall be performed by a certified public accountant or public accountant who has a valid and current permit to practice public accountancy in the State of Oklahoma, and who is approved by the Oklahoma Accountancy Board to perform audits according to Government Auditing Standards. The Contractor's fiscal managers and appropriate oversight bodies shall review the auditor's latest external quality control review report prior to the audit being conducted. DRS retains the right to examine the work papers of said auditor.

The Contractor shall submit two copies of the annual audit report to the Department of Rehabilitation Services - Contracts Unit 3535 N.W. 58<sup>th</sup> Street, Suite 300, Oklahoma City, Oklahoma 73112, plus a copy of the management letter, if applicable, and corrective action plan to all audit findings, and the auditor's latest external quality control review report within 120 days of the Contractor's fiscal year end. In the event the Contractor is unable to provide the audit report within the time specified, the Contractor shall submit a written request to the address listed above for an extension citing the reason for delay. DRS reserves the right to suspend payment to the Contractor for costs owed pursuant to this Contract if DRS has not received the prior year audit.

**N. Clean Air Act**

The Contractor agrees 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 Contractor agrees to report each violation to DRS and understands and agrees that DRS will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.

**O. Employment Relationship**

The Contract does not create an employment relationship. Individuals performing services required by the Contract are not considered employees of the State of Oklahoma or the DRS for any purpose, and as such shall not be eligible for benefits accruing to state employees. The Contractor shall comply with all applicable laws regarding workers' compensation insurance.

**P. Insurance**

If the Contractor is not a self-insured governmental entity, the Contractor is hereby required to carry liability insurance adequate to compensate persons for injury to their person or property occasioned by an act of negligence by the Contractor, its agents or employees. Said policy must provide that the carrier may not cancel or transfer the policy without giving the DRS thirty (30) days written notice prior to the cancellation or transfer.

The Contractor shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract, and provide the DRS with evidence of such insurance and renewals upon request.

#### **Q. Punitive Actions**

The Contractor understands that payment for services to DRS clients pursuant to the Contract shall be made by the DRS. Accordingly, the Contractor shall not restrict or refuse services under the Contract to DRS clients based on nonpayment by the DRS. No actions shall be taken against the DRS client, including collection actions for any service covered under the Contract, or for any late payment for which the DRS has responsibility. In addition, the Contractor agrees that no punitive actions will be taken against any client of the DRS for late payment of any tuition, fees, books, supplies, etc. for which the DRS has responsibility. This includes, but is not limited to, withholding grades, Pell or other financial aids, or delaying enrollment.

#### **R. Prior DRS/State Employment**

The Contractor hereby certifies that at the start of the contract period neither he/she, or if applicable, no member of its board or officers are former DRS employees who were employed by the DRS during the prior twelve (12) months. Pursuant to 74 O.S. § 85.42(B), the Contractor also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the Contractor to fulfill any of the services provided for under said contract.

#### **S. Legal Employment Status Verification System**

The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time the Contract is executed or awarded, are in compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007 (25 O.S. §§ 1312 and 1313) and all applicable federal immigration laws and are registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and is available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

#### **T. Contract Jurisdiction**

The Contract 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 DRS or the Contractor to enforce or to interpret provisions of the Contract.

#### **U. Severability**

If any provision under the Contract, or its application to any person or circumstance, is held invalid by any court of competent jurisdiction, such invalidity does not affect any other



**Signature:**

**Email:**

STATE OF OKLAHOMA  
DEPARTMENT OF REHABILITATION SERVICES  
**WORK PLAN**

Sapulpa Public Schools  
VENDOR

\_\_\_\_\_  
Contract Number

Esther Watkins has been appointed contract monitor for the above stated contract and assumes responsibility for the monitoring of all programmatic aspects of the contract, including the periodic and ongoing review of reports or other valid indications of performance. The contract monitor also assumes oversight responsibility for fiscal monitoring of said contract.

The contract monitor has been assigned the following duties:

1. monitoring services provided through the contract;
2. periodically reviewing interim reports or other indications of past contract performance;
3. monitoring contractor compliance to the requirements and specifications of the contract;
4. monitoring pre-authorization of contract services in AWARE;
5. monitoring the Oklahoma Department of Rehabilitation Services (DRS) authorizing authority's approvals for services provided through the contract;
6. monitoring the DRS authorizing authority's receiving, reviewing, approving, and submitting of invoices/claims for payment to DRS Finance – Accounts Payables (State Office);
7. If the contract number begins with 805, the contract monitor shall submit requests for additional funding to the DRS Contracts Section prior to the expenditure of funds.

All information pertinent to this contract (i.e., original contract copies, addendums, revisions, vendor correspondence, evaluations, reports, audits, compliance reviews and staff comments regarding service provision) shall be maintained in the central repository located in the DRS Contracts Section. Documentation shall be made available for review upon request by the Office of Management and Enterprise Services (OMES). Copies of invoices/claims shall be maintained in the DRS Finance Unit. Confidential DRS client information shall be maintained in the DRS client's case service file.

The services to be performed through the contract are necessary for DRS to carry out its policies, rules, and regulations regarding the provision of indicated and appropriate rehabilitation services in a timely manner leading to employment of eligible disabled individuals, per the Code of Federal Regulations (CFR), Section 261.42(a)(4).

**AGREEMENT  
Between**

**UNIVERSITY OF TULSA  
Acting for and on behalf of its  
TEACHER EDUCATION PROGRAM**

**And**

**SAPULPA PUBLIC SCHOOLS**

**For**

**TEACHER EDUCATION PROGRAM**

**THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July 2022, by and between THE UNIVERSITY OF TULSA, acting on behalf of its Teacher Education Program ("University"), and INDEPENDENT SCHOOL DISTRICT NO. 33 OF CREEK COUNTY, OKLAHOMA, a/k/a SAPULPA PUBLIC SCHOOLS ("SPS").**

**WITNESSETH:**

**SECTION 1:** SPS agrees to provide the authorization, supervision and instruction of student teachers completing their student teaching portion of teacher preparation and to provide pre-student teaching observation and participation activity in the Teacher Education Program.

**SECTION 2:** SPS agrees to accept for assignment to cooperating teachers in the public schools a certain number of students enrolled in the University's Teacher Education Program. SPS further agrees the cooperating teacher will give direct supervision to the student teacher assigned and will work with a faculty member assigned by the University in directing and evaluating the student teacher experience.

SPS further agrees to provide student teacher supervision, instruction, mentoring or assistance, as needed by various staff members to enhance and develop the student teacher's ability to effectively educate children in an urban educational environment including, but not limited to, identifying, and serving children with disabilities, serving children from diverse socio-economical populations, and serving children with foreign language barriers.

**SECTION 3:** All arrangements for the placement or removal of student teachers will be coordinated through SPS building administrators and University's Department of Education Coordinator of Field Services. If a student teacher fails to comply with the requirements of this

Agreement or to perform to the satisfaction of SPS, the University will, upon written request by SPS, immediately remove that student teacher from the school.

**SECTION 4:** The University and its student teachers will comply with all applicable federal and state laws and regulations and will comply with all SPS policies, rules, and regulations (available for review at [www.sapulpaps.org](http://www.sapulpaps.org)) while on SPS premises or performing services under this Agreement. The University and its student teachers will keep confidential and not disclose to any person or entity any records or other documentation, including progress notes which may constitute student records as defined in the Family Educational Rights and Privacy Act unless such disclosure is authorized under the Act or pursuant to court order.

**SECTION 5:** To the extent allowed by law, each party shall save and protect the other, and indemnify the other from all legal liability resulting in injury, death, or damages, including costs and attorney fees, caused by or arising out of the indemnifying party's negligent or willful misconduct in the supervision of students pursuant to this agreement or resulting from the negligent or intentional acts or omissions of the parties, its student teachers, officers, agents, employees, or contractors.

**SECTION 6:** It is not the intention of the parties to form a joint venture or partnership. This Agreement shall not be construed to create an employment or agency relationship between the University and SPS or any of their respective employees, student teachers or agents. SPS and the University shall, at all times, act and function pursuant to this Agreement and hold themselves out as independent contractors. The University agrees and affirms that all University employees entering upon SPS property under the provisions of this Agreement are and shall be covered by worker's compensation insurance to the extent required by applicable law and that SPS shall, in no event, be required to provide such coverage for the University's student teachers and employees.

**SECTION 7:** SPS and the University agree that student safety is a top priority. In an effort to protect the students' safety, the University agrees that it will not place any individual on SPS property, whether as a student teacher, officer, agent, employee, or contractor, if that person has been convicted of a felony or has been convicted of any crime involving moral turpitude. The University hereby certifies that none of its student teachers and none of its employees working on SPS property are currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders' Registration Act or the Mary Rippy Violent Offender Registration Act. The University shall submit written proof to SPS that all student teachers and faculty supervisors coming on to SPS property have passed background checks. While there is no drug/alcohol screening requirement for the University student teachers and faculty supervisors, they shall be subject to drug/alcohol testing pursuant to the District's policies and regulations regarding such matters as if they are employees of the District ([www.sapulpaps.org](http://www.sapulpaps.org)) All University employees and student teachers must have in their possession, at all times, a current photo ID which identifies them as a student teacher or employee of the University and, if required by SPS, a SPS photo ID authorizing access to a specific SPS site. If at any time a student teacher or University employee demonstrates actions which are inappropriate or create a disruption within a school, the principal may require that

such person leave SPS property and not return without specific permission of the principal, and District personnel.

**SECTION 8:** Neither SPS, nor its employees, shall receive compensation from the University for services performed under this Agreement in support of the University's Teacher Education Program. The University may, however, with SPS's consent, pay a reasonable and customary honorarium to cooperating teachers or, alternatively, may provide cooperating teachers a tuition waiver to enroll in a University course upon completion of their supervision of a student teacher.

**SECTION 9:** All notices to be made under this Agreement shall be made in writing and delivered by personal delivery by commercial delivery service, or by certified United States mail, return receipt requested, to the following addresses:

If to the University:   **The University of Tulsa**  
                                  **Department of Education**  
                                  ATTN: Jolly Meadows  
                                  Coordinator of Field Services  
                                  800 South Tucker Drive  
                                  Tulsa, OK 74104  
                                  jolly-meadows@utulsa.edu

If to SPS:                   **Sapulpa Public Schools**  
                                  **Attn: Superintendent**  
                                  **511 East Lee Ave**  
                                  **Sapulpa, OK 74066**

With a copy to:           **Sapulpa Public Schools**  
                                  **Attn: \_\_\_\_\_**  
                                  **511 East Lee Ave**  
                                  **Sapulpa, OK 74066**

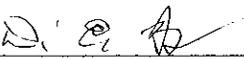
**SECTION 10:** This Agreement sets forth the entire agreement between the parties as to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

**SECTION 11:** This Agreement is for a period of one (1) year beginning July 1, 2022 and ending June 30, 2023. Either party may terminate this Agreement, without cause, upon sixty (60) days written notice. Student teachers enrolled in the University's Teacher Education Program and assigned to a SPS site at the time such notice is given will be afforded the opportunity to complete their assignment notwithstanding such early termination.

IN WITNESS WHEREOF, the University and SPS have executed this Agreement as of the day and year first written above.

**THE UNIVERSITY OF TULSA,  
acting for and on behalf of its  
TEACHER EDUCATION PROGRAM**

By:   
Name: Karen Petersen  
Title: Dean, Henry Kendall College of Arts & Sciences

By:   
Name: Diane Beals  
Title: Chair, Department of Education

**“UNIVERSITY”**

**INDEPENDENT SCHOOL DISTRICT NO. 33  
OF CREEK COUNTY, OKLAHOMA, a/k/a  
SAPULPA PUBLIC SCHOOLS (SPS)**

**SAPULPA PUBLIC SCHOOLS BOE**

By: \_\_\_\_\_  
Name (print): \_\_\_\_\_  
Title: Sapulpa Public Schools BOE President

**SAPULPA PUBLIC SCHOOLS**

By: \_\_\_\_\_  
Name (print): \_\_\_\_\_  
Title: Sapulpa Public Schools Superintendent

**“SPS”**

AGREEMENT  
Between

Oral Roberts University  
Acting for and on behalf of its  
TEACHER EDUCATION PROGRAM(S)

And

SAPULPA PUBLIC SCHOOLS

For

TEACHER EDUCATION PROGRAM

THIS AGREEMENT is made and entered into on this 11<sup>TH</sup> day of April, 2022 and is set to begin July 1, 2022 and end on June 30, 2023. By and between acting for Oral Roberts University (ORU), on behalf of its Teacher Education Program and Sapulpa Public Schools (SPS).

WITNESSETH:

**SECTION 1.** SPS agrees to provide the authorization, supervision, and instruction of ORU student teachers/observers participating in ORU's Education Program and to provide observation and participation activity in the Teacher Education Program.

**SECTION 2.** SPS agrees to accept for assignment to cooperating teachers in the public schools an agreed upon number of students enrolled in ORU's Education Program. SPS further agrees the cooperating teacher will give direct supervision to the student teacher/observer assigned and will work with a faculty member assigned by Dr. Jared Johnston in directing and evaluating the student teacher/observer experience.

ORU further agrees to provide student teacher/observer supervision, instruction, mentoring or assistance, as needed by various staff members to enhance and develop the student teacher's/observer's ability to effectively educate children in an urban educational environment. Including, but not limited to; identifying and serving children with disabilities, serving children from diverse socio-economical populations, and serving children with foreign language barriers.

**SECTION 3.** All arrangements for the placement or removal of student teacher/observers will be coordinated through Donia Doudican, Executive Director of Teaching and Learning, (ddoudican@sapulpaps.org), or Johnny Bilby, Assistant Superintendent, (jbilby@sapulpaps.org). If a student teacher/observer fails to comply with the requirements of this Agreement or to perform to SPS' satisfaction, ORU will be contacted and so informed. If such issues are not resolved to SPS's satisfaction, ORU will, upon written request by SPS, immediately remove that student teacher/observer from the school.

**SECTION 4.** ORU and its student teachers/observers will comply with all applicable federal and state laws and regulations and will comply with all SPS policies, rules and regulations and all ORU procedures while on SPS premises or performing services under this Agreement. ORU and its student teachers/observers will keep confidential and not disclose to any person or entity any records or other documentation, including progress notes which may constitute student records as defined in the Family Educational Rights and Privacy Act unless such disclosure is authorized under the Act or pursuant to court order.

**SECTION 5.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. Any action arising out of or relating to this Agreement or to its breach shall be brought only in the federal or state courts sitting in Tulsa County, Oklahoma, and both parties submit to the exclusive jurisdiction of such courts. Nothing contained herein shall constitute a waiver by either party of sovereign immunity or of immunity or benefits afforded by the Eleventh Amendment to the constitution of the United States of America.

**SECTION 6.** Each party shall be responsible for its own acts and omissions and the acts and omissions of its student teachers/observers, employees, officers, directors, agents and contractors. A party shall not be liable for any claims, demands, actions, costs, expenses and liabilities, including reasonable attorneys' fees, which may arise in connection with the other party's acts or omissions, or the acts or omissions of the other party's student teachers/observers, employees, officers, directors, agents or contractors, including negligent or intentional acts or omissions, or failure to perform any of their obligations under this Agreement.

**SECTION 7.** It is not the intention of the parties to form a joint venture or partnership. This Agreement shall not be construed to create an employment or agency relationship between ORU and SPS or any of their respective employees, student teachers/observers or agents. SPS and ORU shall, at all times, act and function pursuant to this Agreement and hold themselves out as independent contractors. ORU agrees and affirms that all ORU employees entering upon SPS property under the provisions of this Agreement are and shall be covered by worker's compensation insurance to the extent required by applicable law and that SPS shall, in no event, be required to provide such coverage for ORU's student teachers/observes and employees.

**SECTION 8.** SPS and ORU agree that student safety is a top priority. In an effort to protect the student's safety, ORU agrees that it will not place any individual on SPS property, whether as a student teacher/observer, officer, agent, employee or contractor, if that person has been convicted of a felony or has been convicted of any crime involving moral turpitude. ORU hereby certifies that none of its student teachers/observers and none of its employees working on SPS property are currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders' Registration Act or the Mary Rippy Violent Offender Registration Act. All ORU employees and student teachers/observers must have in their possession, at all times, a current photo ID which identifies them as a student teacher/observer or employee of ORU and, if required by SPS, an SPS photo ID authorizing access to a specific SPS site. If at any time a student teacher/observer or ORU employee demonstrates actions which are inappropriate or create a disruption within a school, the principal may require that such person leave SPS property and not return without specific permission of the principal and/or the Executive Director of Elementary or Secondary Education.

**SECTION 9.** Neither SPS, nor its employees, shall receive compensation from ORU for services performed under this Agreement in support of ORU's Teacher Education Program. ORU may, however, with SPS' consent, provide cooperating teachers a tuition waiver to enroll in an ORU course upon completion of their supervision of a student teacher/observer.

**SECTION 10.** All notices to be made under this Agreement shall be made in writing and delivered by personal delivery by commercial delivery service, or by certified United States mail, return receipt requested, to the following addresses:

If to ORU: Oral Roberts University  
Attn: Kathaleen Reid-Martinez, Provost  
7777 S. Lewis Ave., Tulsa, OK 74171

If to SPS: Sapulpa Public Schools  
Attn: Rob Armstrong, Superintendent  
511 East Lee Ave., Sapulpa Ok, 74066

With a copy to:

Sapulpa Public Schools  
Attn: Johnny Bilby  
Assistant Superintendent

**SECTION 11.** This Agreement sets forth the entire agreement between the parties as to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written.

**SECTION 12.** Either party may terminate this Agreement, without cause, upon sixty (60) days written notice. Student teachers/observers enrolled in ORU's Teacher Education Program and assigned to a SPS site at the time such notice is given will be afforded the opportunity to complete their assignment notwithstanding such early termination.

**IN WITNESS WHEREOF,** ORU and SPS have executed this Agreement as of the day and year first written above.

Oral Roberts University  
Acting for an on behalf of its  
TEACHER EDUCATION PROGRAM

By:  
Name:  
Title:

Sapulpa Public Schools

By:  
Name:  
Title:

Approved as to Form:



Intrado Interactive Services Corporation

## Quote

**Date** 3/30/2022  
**Quote #** 150167  
**Expires** 7/7/2022  
**Quote Type**  
**Representative** AM Nicole Seabaugh  
**Agent**

**THIS IS NOT A BILL.**

**Prepared for:**

Accounts Payable  
Sapulpa Public Schools  
511 E Lee Ave  
Sapulpa OK 74066-4308  
United States

Item	Quantity	Description	Rate	Amount
R-SM Complete	1	Renewal SchoolMessenger Complete -- 12-month Unlimited Notification Service 2022-2023		6,128.35
			<b>Total</b>	<b>\$6,128.35</b>

The terms and conditions available at <https://www.west.com/legal-privacy/webterms/> apply to this quote, unless the parties have entered into a separate mutually executed agreement. Sales tax may be applied on invoice. Tax exemption certificates can be sent to [SchoolMessengerBilling@west.com](mailto:SchoolMessengerBilling@west.com).



150167



## Memorandum of Understanding

This Memorandum of Understanding is entered into on March 29, 2022 between Sapulpa Public Schools of Creek County, Oklahoma and The Bridges Foundation of Tulsa County, Oklahoma.

The Bridges Foundation operates a classroom at 1813 Ash St Jenks, Ok for the Work Adjustment Training Program. Students with disabilities attend class in the classroom setting from to 8:30 am and 11:30 am and between 11:30 am and 2:30 pm each school day throughout the year.

Sapulpa Public Schools desires to have approximately 3, with the possibility of more, students with disabilities participate in the Program during the 2022-2023 school year.

The school district desires to enter into this Memorandum of Understanding to identify its rights and responsibilities governing the students' participation in the Program.

Therefore, the parties agree as follows:

1. The Bridges Foundation will ensure that all necessary special education procedures and parent consents have been obtained.
2. Sapulpa Public Schools will provide transportation to all students participating in the Work Adjustment Training Program.
3. Sapulpa Public Schools will be responsible for ensuring a FAPE while participating in the Program.
4. The Memorandum of Understanding will terminate at the end of the 2022-2023 school year.

\_\_\_\_\_  
Public Schools Administrative Representative

*Cynthia Todd*  
\_\_\_\_\_  
The Bridges Foundation Representative

\_\_\_\_\_  
Date

*3/29/22*  
\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Board of Education Clerk

\_\_\_\_\_  
Board of Education President

## Municipal Accounting Systems Amendment to Software Service Order Agreement

This amendment (the “**Amendment**”) is made by Municipal Accounting Systems, Inc. (“**MAS**”) and Sapulpa Public Schools (“**Customer**”), parties to the MAS Software Service Order Agreement (the “**Agreement**”) dated 03/22/2022.

MAS and Customer have agreed to amend the Agreement effective 03/22/2022 as follows:

### Software as a Service

The following is added to the end of Section 2(a), MAS Obligations, as subsection (iv) under the Software as a Service section, immediately following “MAS Obligations. MAS hereby agrees...the Service”:

; (iv) MAS shall notify Customer promptly of any such unauthorized access to, or use of, the Service that MAS becomes aware of (provided MAS is not required to actively monitor the Customer’s account access).

**Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement or any earlier amendment, the terms of this Amendment will prevail.**

### Accepted and Agreed:

**Sapulpa Public Schools**  
511 East Lee  
Sapulpa, OK 74066

**Municipal Accounting Systems, Inc.**  
908 East 35<sup>th</sup> Street  
Shawnee, OK 74804  
Amanda Burchfield

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**Authorized Individual’s Name**

---

**Authorized Individual’s Name**

Director, Customer Success

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**Title**

---

**Title**



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**Authorized Individual’s Signature**

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**Authorized Individual’s Signature**

4/1/2022

---

**Date**

---

**Date**

**Customer:** SAPULPA PUBLIC SCHOOLS

**Addr:** 511 EAST LEE  
 SAPULPA OK 74066

**October Membership:** 3512

**MAS:** MUNICIPAL ACCOUNTING SYSTEMS, INC.

**Addr:** 908 EAST 35TH STREET  
 SHAWNEE, OK 74804

**Phone:** (800)749-5691    **Fax:** (405)275-7091

**Re-Occurring Fiscal Year Charges**

Re-Occurring Fiscal Year Charges are based on the membership (200 minimum) from the latest October 1 count.

Description	Total
Appropriated Funds	\$10,000.00
Payroll - Usage Fee Included In Appropriated Funds	NA
Treasurer	\$1,756.00
Activity Funds	\$878.00
Personnel	\$1,756.00
Purchase Requisition	\$1,756.00
Employee Document Management	\$5,268.00

**Total 2022-2023 Fiscal Year Charges: \$21,414.00**
**Terms and Conditions**

- The software charge includes phone support for one (1) designated contact per application. Additional contacts can be added at an additional cost. MAS shall provide the phone support during normal business hours of 8:00 a.m. to 5:00 p.m. CST, Monday through Friday, exclusive of holidays. MAS shall have full and free access to the Customer equipment and software to provide support.
- The software charge includes interactive online training via training videos and webinars.
- On-site training (by appointment only) will be charged \$750.00 per day from 9:30 a.m. through 3:30 p.m. CST and \$.55/mile roundtrip. Additional time is \$100.00 per hour.
- Customer agrees that MAS shall not be liable to Customer for any incidental or consequential damages, loss, or other liabilities arising out of the use or inability to use the software.
- The terms and conditions of this agreement supersede those of all previous agreements between the parties with respect to the use of the software and such use hereafter is subject to the terms and conditions of this agreement.
- This agreement shall be governed by the Laws of the State of Oklahoma.

**Software as a Service**

- Definitions.
  - Application means the software and other material used by MAS to access, configure, and provide the Services. The Application(s) identified in the Service Order Agreement are licensed on a subscription basis and delivered as hosted online software using the Software as a Service (SaaS) model.
  - Charges mean the fees payable by Customer pursuant to the Software Service Order Agreement.
  - Customer Data means any data that Customer sends to the Service and any data that Customer receives from the Service in fulfillment of a request, excluding any content deemed to be Intellectual Property.
  - Documentation means instructions and examples pertaining to appropriate integration with and proper use of the Services.

- (e) Intellectual Property Rights means all intellectual property rights, including patents, trademarks, trade name, service mark, copyright, trade secrets, know-how, process, technology, development tool, ideas, concepts, design right, domain names, moral right, database right, methodology, algorithm and invention, and any other proprietary information (whether registered, unregistered, pending, or applied for).
- (f) Privacy Policy and Terms of Service means the MAS Privacy Policy and Terms of Service in effect at the time of this Agreement, which is incorporated herein by reference and which is subject to change without notice.
- (g) Service shall have the meaning set forth in the MAS Privacy Policy and Terms of Service.
- (h) Service Order Agreement means the Software Service Order Agreement delivered by MAS to Customer which sets forth the service and fees for the current fiscal year.
- (i) Usage Data means any data that MAS collects or generates during the performance of the Service, including non-confidential elements of Customer Data.
2. Service.
- (a) MAS Obligations. MAS hereby agrees, subject to and during the term of this Agreement and the Privacy Policy and Terms of Service: (i) to provide the Service to Customer; (ii) to grant or procure a right for Customer to access and use the Application as a part of the Service only; and (iii) to use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Service.
- (b) Customer Obligations. Customer hereby agrees, as allowed by Oklahoma constitution or law, subject to and during the term of this Agreement: (i) to comply with the Privacy Policy and Terms of Service; (ii) not to reverse-engineer the Application; (iii) to use an appropriate integration method for the volume and/or nature of queries to the Service; (iv) that it is solely responsible for all of its activities and for the accuracy, integrity, legality, reliability, and appropriateness of all Customer Data; (v) to use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify MAS promptly of any such unauthorized use; (vi) to comply with all applicable laws in using the Service, wherever such use occurs, and not use, or require MAS to use, any Customer Data obtained via the Service for any unlawful purpose; and (vii), to accurately represent Customer's use of the Service and data obtained from the Service.
3. Service Order Agreement. The Service Order Agreement will be effective only when signed by Customer and MAS. Any modifications or changes to the Services under any executed Service Order Agreement will be effective only if and when memorialized in a mutually agreed written change order signed by both Parties.
4. Access to the Service, Attribution, and Charges.
- (a) Customer Accounts. Customer must provide MAS with valid contact information prior to receiving access to the Service in compliance with the Privacy Policy and Terms of Service.
- (b) Data Preparation & Configuration. Customer will ensure that: (i) Customer Data is in proper format as specified by the Documentation; and (ii) no other software, data, or equipment having an adverse impact on the Service has been introduced.
5. Availability, Maintenance, and Technical Support.
- (a) Availability & Maintenance. MAS will use commercially reasonable efforts to make the Service available. Downtime for maintenance, upgrades, enhancement, or any other reason, may be scheduled at any time.
- (b) Technical Support. Unless otherwise provided in the Service Order Agreement, MAS will offer technical and customer support on a first-come, first-served basis during regular business hours, Central Standard Time.
6. Third-Party Software Integration Acknowledgements, Representations, and Agreements. MAS will provide software as part of the Service that will allow the Customer to share data with third-party applications.
- (a) It is understood and agreed that MAS is not responsible for the security of the data once it has been provided by the Customer to a third party using the Service.
- (b) It is understood and agreed that MAS is not releasing this data to a third party. It is acknowledged and agreed that under no circumstance shall MAS be deemed to be a direct or indirect transferor of information/data to any third party. MAS is only providing software that will allow the Customer to share data with third-party applications.
- (c) Customer hereby represents that it is aware of all duties, requirements and restrictions set forth under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPPA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance.
- (d) Customer hereby represents that it shall perform all duties and requirements set forth under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPPA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance.
- (e) Customer hereby represents that it shall refrain from performing any act restricted under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPPA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance.
- (f) Customer hereby agrees that it shall, as allowed by Oklahoma constitution or law, defend, indemnify, reimburse, and make whole in any manner, MAS for any form of damages sustained as a direct or indirect result of the Customer's failure to follow any duty, requirement, restriction or other that is mandated under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPPA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance. This shall include any and all attorney fees, costs, expenses, expert fees, and other that MAS could incur.
- (g) Customer represents that it shall obtain all necessary authorizations (including authorizations from any parent/guardian, student or other

interested third person) as required by law before any information/data is transferred by it to a third party.

7. Intellectual Property Rights.
  - (a) MAS Intellectual Property. MAS and its third-party licensors (as appropriate) shall retain all Intellectual Property Rights in the Service and Usage Data. Except as expressly set forth herein, no MAS Intellectual Property Rights are granted to Customer.
  - (b) Customer Intellectual Property. Customer retains all Intellectual Property Rights in Customer Data. Customer grants MAS a license: (i) to use the Customer Data to the extent necessary for the performance of the Services; (ii) to keep an archival copy subject to the provisions of the relevant data protection regulations; and (iii) to create Usage Data by collecting non-confidential elements of Customer Data, such as dates, location codes, equipment types, carriers, and other data as determined by MAS and in conjunction with automatically generated data such as IP address, time, and frequency of access.
  - (c) Feedback Relating to Services. MAS shall have a perpetual, royalty-free, irrevocable, worldwide license to use and incorporate into the Services any suggestions, ideas, modification requests, feedback, or other recommendations related to the Services provided by or on behalf of Customer.
  - (d) Derivatives and Compilations of Usage Data. MAS shall have a perpetual, royalty-free, irrevocable, world-wide license to use, sublicense, and publish derivative works and compilations resulting from collection and analysis of Usage Data.
8. Privacy and Personal Information.
  - (a) MAS's Privacy Policy. MAS's Privacy Policy and Terms of Service, made a part hereof, is available at [www.wengage.com](http://www.wengage.com).
9. Term; Termination.
  - (a) Term. This Agreement is effective for the fiscal year set forth in the Software Service Order Agreement unless earlier terminated by either Customer or MAS.
  - (b) Termination Without Cause. Customer may terminate this Agreement by discontinuing use of the Service and paying any remaining charges. MAS may terminate this Agreement by discontinuing its provision of the Service to Customer, in which case Customer is not obligated to pay any remaining charges.
  - (c) Breach. MAS may terminate this Agreement if Customer breaches any material obligation provided hereunder, including Customer's obligations specified in Section 2(b), which breach is not cured within five (5) days of MAS's notice to Customer.
10. Confidential & Proprietary Information. For purposes of this Section, a Party receiving Confidential & Proprietary Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser."
  - (a) Acknowledgment. Customer hereby acknowledges that the Service (including any Documentation, source code, translations, compilations, partial copies, and derivative works used in connection with the Services) is provided using confidential and proprietary information belonging exclusively to MAS or its third-party licensor (as appropriate), and MAS hereby acknowledges that Customer Data contains confidential and proprietary information belonging exclusively to Customer or relating to its affairs (in each case, "Confidential & Proprietary Information"). Confidential & Proprietary Information does not include: (i) information already known or independently developed by Recipient outside the scope of this relationship by personnel not having access to any Confidential & Proprietary Information; (ii) information in the public domain through no wrongful act of Recipient, or (iii) information received by Recipient from a third-party who was free to disclose it.
  - (b) Covenant. Recipient hereby agrees that during the Term and at all times thereafter it shall not use, commercialize, or disclose such Confidential & Proprietary Information of the Discloser to any person or entity, except to its own employees and agents having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser. Recipient shall not: (i) alter or remove from any Confidential & Proprietary Information of the Discloser any proprietary legend, or (ii) decompile, disassemble, or reverse engineer the Confidential & Proprietary Information (and any information derived in violation of such covenant shall automatically be deemed Confidential & Proprietary Information owned exclusively by the Discloser). Recipient shall use at least the same degree of care in safeguarding the Confidential & Proprietary Information of the Discloser as it uses in safeguarding its own confidential information, but in any event at least reasonable care. Upon termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall, upon request by Discloser, return or destroy (as instructed by Discloser) all Confidential & Proprietary Information of Discloser in its possession or control and cease all further use thereof.
  - (c) Injunctive Relief. Recipient acknowledges that violation of the provisions of this Section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.
11. Notices. Notices sent to either Party shall be effective when delivered in person or transmitted electronically, one (1) day after being sent by overnight courier, two (2) days after being sent by first class mail postage prepaid to a physical address provided by the Customer, or five (5) days after being sent by email from MAS to the address in the Customer account. A copy of this Agreement and notices generated in good form shall be treated as "original" documents admissible into evidence unless a document's authenticity is genuinely placed in question.
12. Survival. Termination shall have no effect on the Parties' rights or obligations under Section 8 ("Privacy and Personal Information"); Section 10 ("Confidential & Proprietary Information"), Section 13 ("Independent Contractor Status"), any payment obligations or any provision which by its nature should survive.
13. Independent Contractor Status. Each Party and its employees and agents are independent contractors in relation to the other Party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the Parties. Each Party shall remain responsible and shall, as allowed by Oklahoma constitution or law, indemnify and hold harmless the other Party, for the withholding and payment of all federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies, or employee benefit requirements now existing or hereafter enacted and attributable to themselves and their respective people.
14. Miscellaneous. This document and the documents incorporated herein constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. MAS reserves all rights not specifically granted herein.

Neither Party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be excused by this provision. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

**Prepared By:** Amanda Bunkerfield

**Date Prepared:** 4/6/2022

**Accepted By (please circle one): Superintendent / Board President**

**Signature:** \_\_\_\_\_

**Date Accepted:** \_\_\_\_\_

**Addendum to Contract**

**Schindler Elevator Corporation**

3168 South 108th East Avenue  
Tulsa, OK 74146-1622  
Phone: 918-627-1116  
Fax: 918-627-1191

March 22, 2022

Mrs. Cheryl Moore  
Sapulpa Public Schools (MI)  
511 East Lee  
Sapulpa, OK 74066

Attn: Mrs. Cheryl Moore  
Re: Sapulpa Public Schools (ml)

Dear Mrs. Moore,

Schindler recognizes the option to renew for an additional term with Sapulpa Public Schools for the maintenance of the elevators located at multiple locations throughout Sapulpa, Oklahoma including;

Administrative Building, Chieftan Center, Middle School, Collins Stadium

With your signature below as confirmation and acceptance, Schindler will make only the below changes to the agreement #410098009.

1) The term of this Agreement shall be effective commencing on July 1, 2022 and terminating on June 30<sup>th</sup> 2023 and will continue for one year from said date. Sapulpa Public Schools in its sole discretion may offer Schindler an opportunity to renew this Agreement for an additional four (4) one (1) year term(s). The continuing purchase by Sapulpa Public Schools of the goods and/or services set forth in this Agreement is subject to School's needs and to School's annual appropriation of sufficient funds in School's fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>) in which such goods and/or services are purchased. In the event Sapulpa Public Schools does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by Sapulpa Public Schools."

2) The pricing for fiscal year 2022-2023 will be increased from \$591.08/mo. to \$630.50 mo. payable in one annual installment of \$7566.00

Client: \_\_\_\_\_  
Name (Please Print)                      Signature                      Date

Schindler: \_\_\_\_\_  
Name (Please Print)                      Signature                      Date

This is in addition to and not in lieu of any other terms and conditions within your original contract. All other conditions remain in effect.

Brandon Schutz  
Schindler Elevator

**Addendum to Contract**

## **CONTRACT FOR THERAPY SERVICES**

This Contract for Therapy services (the "Contract") is entered into on the 1<sup>st</sup> day of July, 2022, by and between Sapulpa Public Schools, a public corporation ("SCHOOL"), and TherapyWorks, Inc., an Oklahoma corporation ("TW").

### **RECITALS:**

WHEREAS, SCHOOL desires to obtain therapy services and staff training to meet the needs of students and staff of SCHOOL and to satisfy SCHOOL'S obligations under the Individuals With Disabilities Education Act, 20 U.S.C. § 1400, *et seq*; and

WHEREAS, TW desires to provide SCHOOL with therapy services and staff training, using therapist duly qualified as Occupational Therapists (OTR/L) and Certified Occupational Therapy Assistants (COTA/L), and Physical Therapists (PT) and Physical Therapy Assistants (PTA), licensed by the Oklahoma State Board of Medical Licensure and Supervision. Speech Language Pathologists (SLP) and Speech Language Pathologist Assistants (SLPA) licensed by the Oklahoma State Board of Examiners for Speech-Language Pathology and Audiology.

NOW, THEREFORE, the parties agree as follows:

1. TW shall perform any or all of the following services, as requested by the SCHOOL;
  - a. Evaluate each referred student, and provide a report of the student's function; recommend therapy as deemed necessary to increase function in the educational setting and contribute to the development of IEP goals both initially and annually;
  - b. Determine specific therapeutic needs, plan and provide appropriate therapy; assess, modify, and improve each therapy program as the student changes and his/her needs change;
  - c. Document treatment sessions; Assess progress and provided progress reports as required by SCHOOL;
  - d. Participate in SCHOOL meetings, such as Educational Team staffing, IEP meetings, parent conferences, or other meetings as mutually agreed upon by both parties of this Contract;
  - e. Orient, train, and supervise professional and nonprofessional staff in treatment techniques that can be used in the classroom;
  - f. Manage therapy services and report to the SCHOOL;
  - g. Other services as may be mutually agreed upon by both parties of this Contract;
2. The SCHOOL shall obtain and provide to TW a copy of educational and medical records on each student prior to evaluation, and notify TW immediately of any change in a student's status. The SCHOOL agrees that TW is authorized to gather current medical information for new and existing students. TW agrees to provide copies of this information to the SCHOOL.

3. TW shall not be responsible or liable for negligent acts or omissions of the SCHOOL, its agents, employees or officers. regardless of whether or not they are performing therapy programs that have been recommended by TW. To the extent permitted by law, the SCHOOL agrees to indemnify TW and hold harmless TW, its agents, employees and officers from and against any claims, demands or actions, including but not limited to all attorneys' fees and other defense costs, against TW arising from the acts or duties of the SCHOOL, its agents, employees and officers. Further, the SCHOOL agrees that therapy programs given and provided by TW for any student shall not be used for any other student unless formal written consent approving such action is obtained from TW. All formal consent letters shall be signed by both the SCHOOL and TW and kept in the student's therapy and school charts. In the event that formal written consent is not obtained from TW, the SCHOOL agrees to be held solely responsible and liable for any and all harm to the student and any and all negligent acts or omissions arising therefrom.

TW agrees to indemnify and hold harmless the SCHOOL, its agents, employees, and officers against any claims, demands or actions, including but not limited to all attorneys' fees and other defense costs, against the SCHOOL arising from the services provided by TW, its agents, employees, and officers, except as provided in this Contract.

4. During the term of this Contract, no other person, company or institution shall be contracted with or employed by the SCHOOL to provide Therapy services to students in the SCHOOL without prior agreement.
5. The SCHOOL shall monitor the services provided by TW through regular meetings and/or telephone conferences. All therapists assigned to the SCHOOL are employees of TW. As such, all wages, taxes, benefits and employment related expenses are the sole responsibility of TW.
  - a. TW reserves the right to assign and use therapists and certified assistants. If a Certified Therapy Assistant is used to provide services, supervision will be provided according to state licensure laws.
  - b. TW is an approved educational and training facility for Therapy students of all levels. The SCHOOL agrees to allow student therapists to accompany a TW therapist, to observe treatment and to participate in all aspects of treatment under the supervision of the TW therapist. The student and their college or university assumes all liability for the student's actions, and the SCHOOL agrees to hold harmless TW for any and all negligent acts or omissions of a therapy student.
6. The SCHOOL will not attempt to recruit, directly or indirectly, or hire employees or student therapists of TW this year and for two (2) years hence. This provision shall survive the termination of the Contract. Further, any such action on the part of the SCHOOL will constitute an immediate breach of this Contract resulting in substantial damages to TW which would be difficult, if not impossible, to ascertain, by reason of that fact. SCHOOL agrees that in the event of such breach TW shall have the right to enforce this Contract provision by and through any legal means necessary, including but not limited to injunctive relief and any other proceedings available in law or equity. TW and SCHOOL agree that liquidated damages for the breach of such provision shall be equal to the combined total sum of two (2) years revenue produced by this Contract and two (2) years' salary, plus an additional thirty percent (30%) for the therapists involved. Further, in the event of breach, TW shall be entitled, in addition to any and all available legal remedies, to all of its attorneys' fees and other costs incurred by the breach this Contract.

7. The SCHOOL acknowledges and recognize that the lists of students, statistics and analysis reports provided as part of the bid for the 2022-23 Therapy contract are confidential and contain proprietary business information of TW. The SCHOOL agrees that during the contract period and following the termination of this contract, the SCHOOL will not, either directly or indirectly, make known or provide to any person, firm, corporation or any other third party any information provided by TW during the bid process.
8. The Contract period extends from July 1, 2022 to June 30, 2023. Due to holidays and school breaks services will be provided for thirty-four (34) weeks during this period and during the Extended School Year when requested by the SCHOOL. The current student count and projections indicate Physical therapy services will average eight (8) hours per week. Speech Therapy will be determined by school overflow needs. The SCHOOL understands and acknowledges that the number of hours contracted for may increase or decrease based on new referrals, the student count and changes in therapy service. The need for Therapy services for the students shall be determined jointly by the SCHOOL team and TW.
  - a. Inclusive within the limits of these hours shall be all services, of this Contract, all required documentation of treatment, treatment planning, legally required supervision, travel time to and from and within the SCHOOL, and administrative duties deemed necessary by TW for adequate delivery of service to the SCHOOL. Documentation, planning, meetings and other work necessary for the delivery of services may be performed at any location most convenient for TW.
  - b. Services will be provided on site at the SCHOOL, unless otherwise requested, and the SCHOOL agrees to provide adequate space for the implementation of therapy services. The SCHOOL agrees to provide internet access for TW therapist's computers.
  - c. In the event of student absences or cancellation of Therapy services by the SCHOOL, excluding regularly scheduled SCHOOL holidays and snow days, the therapist may use this time to work on treatment related services, including but not limited to classroom or home programs and review of goals and progress. If the therapist is scheduled to be on site on professional days the therapist may use this time as needed for writing evaluation or progress reports or performing other work related to treatment.
9. The SCHOOL agrees to pay TW for all services delivered under the terms of this contract the base fee of seventy dollars (\$70.00) per hour if the contract is signed by April 30, 2022. After April 30, 2022, the contract the fee will be seventy-two dollars (\$72.00) per hour. The SCHOOL further agrees to fifty-eight and half cents (\$0.58.5) per mile for all mileage incurred to and from TW and between the sites within the SCHOOL and to pay tolls if incurred. TW will maintain treatment and time usage records, and will provide an invoice of such to the SCHOOL once a month. The SCHOOL must respond with questions about their invoice within 2 weeks of receipt. TW will then respond to the SCHOOL within 2 weeks to resolve the questions. After 4 weeks of receipt with no questions from the SCHOOL, the invoice will stand as is and no changes will be made.
  - a. The SCHOOL represents that it has the funds necessary for the fulfillment of this Contract. Payment is due thirty (30) days from the date of the invoice. Invoices not paid within thirty (30) days are subject to a finance charge of two hundred fifty dollars (\$250.00). After 60 days, therapy services will be suspended until outstanding invoice(s) are paid in full. After 90 days therapy services will be discontinued due to non-payment. This will be considered a breach of contract.

- b. All original forms and records created and maintained by TW are the sole property of TW, including but not limited to therapy evaluations, progress notes and charts. TW will provide the SCHOOL with original copies of the evaluations, IEP goals and annual progress reports on state mandated educational software program. TW shall keep all records for six (6) years beyond the last date of service. Following the expiration of the contract, TW will provide copies of records as requested by the SCHOOL at the rate of fifty cents (\$0.50) per page.
- 10. The effective dates of this contract are July 1, 2022 through June 30, 2023. The date of execution of this contract need not correspond to the effective dates, but the effective dates shall be controlling and shall be the commencement and expiration dates.
- 11. This Contract may be terminated by either party with cause upon sixty (60) days written notice to the other party, if either party fails to perform its duties, provided that the breaching party does not cure such identified failure (breach) within thirty (30) days of receipt of such written notice.
  - a. The SCHOOL shall pay for all services through the ending date specified in the sixty (60) day formal written notice.
  - b. In the event the SCHOOL discontinues or terminates this Contract before the expiration date pursuant to nonpayment all services provided from July 1, 2022 through the last date of service will be billed at an hourly rate of seventy-five dollars (\$75.00). All payments made from July 1, 2022 will be applied to the amount due. TW shall be entitled to the full adjusted amount for all services provided, its attorneys' fees, and all other costs incurred in enforcing this Contract.
- 12. This Contract is not assignable.
- 13. This Contract is made and governed by the laws of the State of Oklahoma.

IN WITNESS WHEREOF, SCHOOL & TW have executed this agreement for Speech and Physical Therapy.

SCHOOL REPRESENTATIVE

THERAPYWORKS, INC.

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

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

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# Memorandum of Understanding

Between Sapulpa Public Schools  
and  
United Sapulpa Educators (USE)

April 11, 2022

This is a Memorandum of Understanding between Sapulpa School District and USE regarding:

1. Negotiated Hourly Rate:

- The rate will change from \$20.00 per hour to \$35.00 per hour.
- The new hourly rate is only for employees paid by ESSR III funds for learning loss.

The parties agree that these changes will become effective immediately and will continue until the ESSR III funds for learning loss are exhausted.

For the District:

For USE:

\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_

Assistant Superintendent      Date

U.S.E. President      Date

\_\_\_\_\_/\_\_\_\_\_

BOE President      Date

# Memorandum of Understanding

Between Sapulpa Public Schools

and

United Sapulpa Educators- Education Support Personnel (USE-ESP)

April 11, 2022

This is a Memorandum of Understanding between Sapulpa School District and USE regarding:

1. Negotiated Hourly Rate:

- The rate will change from \$10.00 per hour to \$25.00 per hour.
- The new hourly rate is only for employees paid by ESSR III funds for learning loss.

The parties agree that these changes will become effective immediately and will continue until the ESSR III funds for learning loss are exhausted.

For the District:

For USE:

\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_

Assistant Superintendent      Date

U.S.E. President      Date

\_\_\_\_\_/\_\_\_\_\_

BOE President      Date

**ADDENDUM TO EXTEND AGREEMENT**

This is an Addendum to an Agreement between **ESS Midwest, LLC**, a Delaware limited liability company (the “Company”) and the **Sapulpa Public Schools** (hereinafter referred to as “LEA” for Local Education Agency).

Whereas, the LEA and the Company entered into an Agreement whereby Company is to provide substitute staffing to fill positions at the request of the District for a period ending June 30, 2022;

Whereas, LEA and Company are desirous of extending the term of the Agreement through June 30, 2023 with the provisions set forth below;

Now, Therefore, be it agreed between the parties, as follows:

1. The Term of the Agreement, as reflected in Paragraph 7, is hereby extended from July 1, 2022 through June 30, 2023;
2. Effective July 1, 2022, Addendum “A” to the Agreement, Pricing, is amended as per the attached revised Addendum “A”;
3. This Agreement will automatically renew for additional one (1) year periods unless either party provides written notice of termination at least ninety days prior to the end of the fiscal school year.
4. Except as specifically and explicitly set forth herein, all other terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth below.

**Sapulpa Public Schools**

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

Date \_\_\_\_\_

**ESS Midwest, LLC**

By \_\_\_\_\_  
Steve Gritzuk, Chief Operating Officer

**EXHIBIT A  
Pricing Plan**

Position	Full Day Pay Rate	Company Bill Rate	Half Day Pay Rate	Company Bill Rate	Rule
Substitute Teacher - Full Day – Certified	\$75.00	\$101.63	\$37.50	\$50.81	Current copy of Oklahoma Certificate/License must be on file. Substitutes in this category may work an unlimited number of days each school year.
Substitute Teacher - Full Day - Non-Certified, Degreed	\$75.00	\$101.63	\$37.50	\$50.81	Substitutes without a Certificate but with a bachelor's degree. Substitutes in this category may only substitute 100 days each school year
Substitute Teacher - Full Day - Non-Certified, Non-Degreed	\$65.00	\$88.08	\$32.50	\$44.04	Substitutes without a Certificate but with a HS Diploma or G.E.D. Substitutes in this category may only substitute 90 days each school year
Substitute Paraprofessional - Full Day	\$65.00	\$88.08	\$32.50	\$44.04	
Substitute Secretary or Assistant - Full Day	\$65.00	\$88.08	\$32.50	\$44.04	
Substitute Teacher -Half Day – Certified	\$37.50	\$50.81	\$37.50	\$50.81	Current copy of Oklahoma Certificate/License must be on file. Substitutes in this category may work an unlimited number of days each school year.
Substitute Teacher - Half Day - Non-Certified, Degreed	\$37.50	\$50.81	\$37.50	\$50.81	Substitutes without a Certificate but with a bachelor's degree. Substitutes in this category may only substitute 100 days each school year
Substitute Teacher - Half Day - Non-Certified, Non-Degreed	\$32.50	\$44.04	\$32.50	\$44.04	Substitutes without a Certificate but with a HS Diploma or G.E.D. Substitutes in this category may only substitute 90 days each school year
Substitute Paraprofessional - Half Day	\$32.50	\$44.04	\$32.50	\$44.04	

Substitute Secretary or Assistant -Half Day	\$32.50	\$44.04	\$32.50	\$44.04	
Substitute Teacher - Full Day - Long Term – Certified	\$199.91	\$270.88	\$99.96	\$135.45	Must have Oklahoma Certification. For assignments 20+ days, pay starts on day 1
Substitute Teacher - Half Day - Long Term – Certified	\$99.96	\$135.45	\$99.96	\$135.45	Must have Oklahoma Certification. For assignments 20+ days, pay starts on day 1

May 20th Fireworks Display

Date:

15 February 2022

**FROM**

**Hance Pyrotechnics LLC**

201 Remington Place  
Tahlequah, Oklahoma 74464  
918-458-1758  
sales@hancefireworks.com  
[www.hancefireworks.com](http://www.hancefireworks.com)

**TO**

Name **Sapulpa High School Graduation**  
Add **3 S. Mission**  
City **Sapulpa, OK 74066**  
Phone **918-859-8464**

Contact **Michael Rose**  
Loc: **Football field**

**Show Budget \$ 3,000.00**

<u>Item Description</u>	<u>Units/</u>	<u>Units</u>	<u>Price</u>	<u>Shot C</u>	<u>Extended</u>
	<u>case</u>	<u>Ordered</u>		<u>Each</u>	<u>Amount</u>
<b><u>Aerial Shells</u></b>					
<b><u>2.5" Shells</u></b>					
<b>HP25-A</b>	Premium Assorted Shells w/ tails	96	<b>192</b>	\$ 5.00	192 \$ 960.00
<b>HP25-FSC</b>	Assorted Chains Shells (5)	100	<b>100</b>	\$ 5.50	100 \$ 550.00
			<b>292</b>		
<b><u>Cakes Listed</u></b>					
	Pro Line Cakes	1	<b>5</b>	\$ 115.86	5 \$ 579.30
	<b>shells</b>	292			

Cakes Listed

Total Shot Count **297**

**Ematch 292**

**Shot Count**

**Total Weight**

**182**

**Net Items**

Supplies, E match, Wire, Quick match  
Insurance Fee \$5,000,000.00  
Permit and License, Inspection fees  
Shipping and Handling  
Shooters Fees

<b>Product Total</b>	\$	<b>2,089.30</b>
\$ 0.06	\$	85.70
	\$	300.00
	\$	75.00
	\$	60.00
13%	\$	390.00
<b>Net Order</b>	\$	<b>3,000.00</b>

**Total of 297 shots in Display**

**Electronic fired Show**

Authorized Signature



## QUOTATION

**CLIENT:** Sapulpa Public Schools  
**ADDRESS:** 1 S. Mission Sapulpa OK 74066  
**PHONE:**  
**EMAIL:**  
**QUOTE NUM:** QTE11558  
**CUST REF:**  
**PMT TERMS:** Upon Delivery/Pickup

Performance Stage  
 5946 E. 12th St.  
 Tulsa OK 74112  
 Project Manager: Caleb Hill  
 Cell Number: 9186710423  
[caleb@performance-stage.com](mailto:caleb@performance-stage.com)

## Sapulpa High School 2022 Graduation

Rental 05/20/2022@09:00AM to 05/20/2022@10:00AM

**Delivery Venue:** Sapulpa High School  
**Delivery Address:** 1 Mission St Sapulpa OK  
**Delivery Instructions:**

SERVICE	DESCRIPTION	TOTAL
<b>Staging Mobile Stage</b>		\$3,766.00
	(1) Mobile Stage - Rig 1	
	(1) Rig 1 - Front Skirt	
	(1) Rig 1 - Guard Rail Kit	
	(2) Rig 1 - Guardrail - 4'	
	(6) Rig 1 - Guardrail - 8'	
	(16) Rig 1 - Guardrail - Clamps	
	(6) Stage Pin - Rig 1	
	(2) Rig 1 - Stair Unit	
	(2) Rig 1 - Downstage Truss Support	
	(2) Rig 1 - Upstage Truss Support	
<b>Stage Thrust</b>	<i>24' x 8' x 2' Thrust with 2 Stairs and 2 Ramps</i>	\$388.00
	(6) AS2100 4x8 Stage Deck	
	(1) AS2100 Deck Cart	
	(5) AS2100 Deck Lock Corner Support Bracket	



## QUOTATION

**CLIENT:** Sapulpa Public Schools  
**ADDRESS:** 1 S. Mission Sapulpa OK 74066  
**PHONE:**  
**EMAIL:**  
**QUOTE NUM:** QTE11558  
**CUST REF:**  
**PMT TERMS:** Upon Delivery/Pickup

Performance Stage  
 5946 E. 12th St.  
 Tulsa OK 74112  
 Project Manager: Caleb Hill  
 Cell Number: 9186710423  
[caleb@performance-stage.com](mailto:caleb@performance-stage.com)

SERVICE	DESCRIPTION	TOTAL
	(2) Stage Guardrail - AS2100 - 4'x42" Vertical	
	(1) Skirt - Black - Pleated - 24"x08'	
	(1) Skirt - Black - Pleated - 24"x16'	
<b>Ramp Left and Right</b>		\$878.00
	(6) AS2100 4x8 Stage Deck	
	(1) AS2100 Deck Cart	
	(24) Stage Guardrail - AS2100 - 4'x42" Vertical	
	(2) Ramp - Ramp End - AS2100 - Solid	
	(2) Ramp - Top Filler Plate (AS2100 or ST8100)	
	(4) Ramp - Guardrail - EndPanel - Horizontal (AS2100 or ST8100)	
	(4) AS2100 Deck Lock Corner Support Bracket	
<b>Crew</b>		\$2,850.00
	(1) General Stagehand	
	(1) Lead Stage Tech	
	(2) General Stagehand	
	(2) Delivery/Pickup - CDL Truck	
		SUBTOTAL \$6,616.00
REPLACEMENT VALUE	\$264,880.00	TAX \$0.00
WEIGHT	2212.00 lbs	<b>TOTAL \$6,616.00</b>
		(Cash, Check, or Wire)

01-14-2022

**QUOTATION**



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**EMAIL:**  
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Cell Number: 9186710423  
[caleb@performance-stage.com](mailto:caleb@performance-stage.com)

**CREDIT TOTAL**                      **\$6,814.48**  
*(If Paid Via Credit Card)*



## QUOTATION

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 5946 E. 12th St.  
 Tulsa OK 74112  
 Project Manager: Caleb Hill  
 Cell Number: 9186710423  
[caleb@performance-stage.com](mailto:caleb@performance-stage.com)

## Terms and Conditions

ALL RENTALS DUE BACK AT 10AM ON RETURN DAY UNLESS OTHERWISE AGREED UPON Additional day rental rates may be assessed if equipment is returned after 10AM

Renter shall indemnify and hold harmless Performance Stage Inc. (PSI) and/or Phillip N. Martin and all Employees of Performance Stage Inc. from any risks and claims relative to the use of the equipment. Renter hereby accepts full responsibility for the protection and security of the equipment from its time of release until its time of return. Renter agrees to pay all costs of replacement or repair in the event that equipment is damaged, stolen, or lost during the rental period. This is a contract of rental only and not of sale unless specifically noted. The undersigned renter agrees to have rented the item(s) herein described upon the express condition that item(s) will at all times remain the property of PSI. Renter agrees to pay promptly when due all charges which accrue because of this rental, including damage to said item(s), or additional expense incurred by PSI due to renter's untimely return or delay in release of equipment. All charges are based on the time item(s) are in renter's possession whether in use or not. Renter agrees to pay late charges of (1) day rate per-day on each item not returned.

For do-it-yourself rentals, the equipment you are renting is professional equipment and it is assumed that you are knowledgeable in the proper operation and troubleshooting of rented equipment. PSI will provide limited instruction at time of rental as to the operation of equipment, but it is ultimately your responsibility to know how to operate the equipment. Any problems arising during your rental period not due to actual equipment malfunction will not be eligible for any refunds or discounts on the cost of the rental. We do provide 24/7 access to an on-call technician should you have any problems with your rental and any equipment failures or missing equipment must be reported at the time of discovery by calling our office at 918-832-8800 immediately to be eligible for any refund. We are available to come to your event site 24/7 to troubleshoot faulty equipment, however if the problems are due to operator error you will be billed at the standard tech rate of \$75/hr with a 2-hr minimum. It is the client's sole responsibility to verify that all required rental equipment has been provided. No discounts or refunds will be given for equipment failure cause by client once client has signed for the equipment and left the premises.

If PSI is providing operational support for a show, client hereby agrees to provide FINAL copies of any and all media (PowerPoint, video, audio, etc.) to be shown during the event to PSI no later than 72 hours before the start of the event, as listed on this agreement. Failure to comply with the above requirement may result in extra charges to the client, or the termination of this agreement at the sole discretion of PSI. In addition, should client fail to provide media in advance as stated above, PSI can make no guarantee as to the overall success of the event. For scripted shows, client shall provide PSI Inc. a copy of the final script no later than 72 hours before the start of the event. Client understands that last minute changes may affect the quality of the event, and agrees not to withhold payment for any reason resulting from last minute changes.

By executing this contract you agree to the venue for any legal proceedings to be Tulsa, OK and to be bound by the laws of the State of Oklahoma. Labor is billed at hourly rates. Client agrees to pay for additional labor costs incurred due to changes made after signing the original contract. Any changes to labor requested by the client that require additional time shall be added to the final bill, and client agrees to promptly pay these additional labor charges upon request.

Cancellation for any reason, including weather, artist failures, or any other reason not specifically listed here shall incur a cancellation penalty up to 100% of the amount of the original contract. However it is not our policy or practice to penalize customers simply for cancelling a rental and we understand that there are many factors that lead to a cancellation. For this reason, cancellations for reasons outside the control of the customer shall not incur charges exceeding the actual expenses incurred to-date in preparing the show including, but not limited to: administrative expenses in planning, labor incurred preparing the equipment, or sub-rented items that we are unable to recoup costs on. We give you our word that we will make a good faith fair and reasonable assessment at the time of cancellation and work with you, the customer, to come to an equitable resolution. PSI reserves the right to cancel this agreement at any time before the performance if the Client has requested significant changes and/or modifications to this estimate and no reasonable agreement can be made between the parties.

Sales price for job includes a 3% discount for payment via Cash or Check. Any other form of payment will incur a 3% "Convenience Fee"



6511 E 44th Street  
 Tulsa, OK 74145  
 www.partyprorents.com  
 918-622-8102 Phone

**Status: Reservation**

**Contract #: 79841**

**Event Beg: Fri 5/20/2022 7:00PM**

**Event End: Fri 5/20/2022 10:30PM**

**Operator: Ana R Macedo**

**Terms: On Account**

Customer #: 2696

Sapulpa High School

Phone 918-224-6560

3 South Mission

Job Descr: Graduation

Sapulpa, OK 74066-4698

Thank you for selecting Party Pro Rents!

Ordered By: Denzel Stamper 918-855-4865

Salesman: Anna Macedo anna@partyprorents.com

**Delivery Thu 5/19/2022 8:00AM - 12:00PM**

**Pickup Tue 5/24/2022 8:00AM - 12:00PM**

Denzel Stamper 918-855-4865

Denzel Stamper 918-855-4865

3 South Mission

3 South Mission

Sapulpa, OK 74066

Sapulpa, OK 74066

Qty	Items	Status	Each	Price
600	Chair Grey Plastic Folding	Reserved	\$1.50	\$900.00
400	Chair Blue Folding	Reserved	\$1.10	\$440.00
1	Del/Pickup to Sapulpa, OK	Selling	\$85.00	\$85.00

**Deposit is Non-Refundable.**

**Client will incur 50% cancellation fee of contract up to 14 days prior to delivery date.**

**100% of contracted price is due 14 days from delivery date and non-refundable.**

**Rental Contract**

This is a reservation contract and the deposit is non-refundable. A non-refundable deposit is required to hold a reservation. The back of this contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customer's obligations. These terms and conditions are a part of this contract - READ THEM! All orders must have a credit card on file. The supplied credit card number will be placed on file and will be used for any and all invoices with an outstanding balance related to this customer number. These terms will constitute a permanent contractual agreement for this and all future orders supplied by Party Pro Rents. Party Pro Rents may contact client for changes to your reservation due to availability of your selected product(s). Final quantities of reserved items may be required more than 14-days prior to your contract begin date otherwise, your reservation count must be finalized 14-days prior to the contract begin date to avoid restocking and cancellation fees. Reductions more than 10% of a rental line item will be billable in full. All custom items must be finalized 30 days prior to event. After specified time period, additional charges may incur for any changes. Items must be returned or ready for pickup on the scheduled due date, due to the possibility based on your return date, they may be reserved or scheduled to be used for another event. The late return of rentals will result with additional rental charges. Rental is for time out, not time used. If any damage is incurred, you will be charged for replacement cost for each damaged item. Linen replacement cost is three times original rental fee. Damage waiver may be applied, see back of contract.

I certify that I have read and agree to all terms of this contract.

Signature:

Sapulpa High School

Rental:	\$1,340.00
Damage Waiver:	\$134.00
Delivery Charge:	\$85.00
Subtotal:	\$1,559.00
Total:	\$1,559.00
Paid:	\$0.00
Amount Due:	\$1,559.00

## Official Signature Page

### Agreement to Terms

### E-Signature Authorization

I agree that my electronic signature as represented here is legally binding. I herewith represent and attest that all contracts and documents submitted using my electronic signature have been signed by me. I understand that I am legally bound, obligated, and responsible by use of my electronic signature as much as I would be by my handwritten signature. I certify that my electronic signature is for my own use, that I will keep it confidential, and that I have not delegated it or shared it with any individual. I agree to the electronic storage of this record and understand that viewing it requires a computer with access to the internet and a modern web browser. I understand that if I withdraw my consent to the electronic storage of this record and wish to obtain a paper copy, I must request one in person and may be charged a fee.

By entering my electronic signature using the provided interface, I declare that:

1. I have read and understand this contract.
2. I am or I am authorized to sign the contract on behalf of, the lessee.
3. I agree to be bound by the terms and conditions of the contract.
4. I understand that Point of Rental provides this e-signature service as a convenience and is not a party to the contract.

### Signature

 Point of Rental Accepted E-Signature  


---

### Sapulpa High School

Identified By dstamper@sapulpaps.org

From 174.78.159.3

On 03/27/2022 07:57 PM



1300 Metropolitan Avenue  
 Oklahoma City, OK 73108  
 405-951-7300 800-345-1443  
 Fax: 405-951-7363  
[www.candidcolorphotography.com](http://www.candidcolorphotography.com)  
[www.partypics.com](http://www.partypics.com)



**REQUEST FOR GRADUATION PHOTOGRAPHY SERVICE AND AGREEMENT**

\_\_\_\_\_ grants exclusive right to Candid Color Photography, or its assigned, to photograph each of the school's graduates participating in ceremonies in the school year(s): Initial each year you wish to secure Candid Color Photography as your graduation photography company.

- \_\_\_\_\_ 2021/2022
- \_\_\_\_\_ 2022/2023
- \_\_\_\_\_ 2023/2024

**CANDID COLOR PHOTOGRAPHY agrees to:**

1. Photograph each graduate as he/she receives his/her diploma, post proofs of graduate online and send an email link to each graduate which will take them to their image gallery.
2. Take an additional single photo of graduate before or after the handshake to provide students with a good closeup picture in graduation attire. This is determined based on flow of graduation and space available.
3. Digital proofs will be online within one business day of the graduation for all graduates who have properly completed photo registration.

**SCHOOL agrees to:**

1. Grant Candid Color Photography permission to photograph each graduate as he/she receive his/her diploma. Grant CCP exclusive rights to take and offer photographs for sale to graduates.
2. Work with CCP to provide an optimum shooting position to capture the best possible photographs of the graduates.
3. Complete Commencement Ceremony Questionnaire to ensure ceremony details are covered to your specifications.
4. Aid CCP in collecting accurate contact information by A.) providing contact data directly to CCP via roster. B.) sending out a registration link to students ahead of time through your school email portal. C.) If doing on-site registration, allow CCP one extra hour prior to ceremony to complete any missing registrations. D.) QR Code to be incorporated on all announcer cards used in ceremony.
5. If you would like to schedule us to do your group photo and/or grad fair, Initial here and someone will call you to schedule and go over details. \_\_\_\_\_.
6. *Any additional information agreed upon by both parties:*

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Ceremony Dates: \_\_\_\_\_

Commencement Coordinator: \_\_\_\_\_ Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_  
 School Representative

\_\_\_\_\_  
 Candid Color Photography Representative

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date



## **American Heritage Bank Highway 97 Rivalry | Sapulpa vs. Sand Springs**

### **Letter of Agreement**

This document serves as a letter of mutual agreement and understanding among three entities: American Heritage Bank (AHB), Sapulpa Public Schools (SAPULPA), and Sand Springs Public Schools (SAND SPRINGS). AHB shall be the exclusive title/presenting sponsor of the regular season Sapulpa High School versus Sand Springs High School football contest ("Game") for the 2022 season ("Exclusive Title Sponsorship"). AHB shall have, in its sole discretion, the option to renew its Exclusive Title Sponsorship on or before April 30, 2023.

As remuneration for the Exclusive Title Sponsorship, AHB shall make the following contribution during the 2022 season:

1) Contribution: AHB will contribute five thousand dollars (\$5,000) to SAPULPA and five thousand dollars (\$5,000) to SAND SPRINGS. These contributions will be made in accordance with "Conditions and Terms" described in paragraph 5 (five) below.

### **Conditions and Terms:**

1) For the 2022 contest, both schools agree to hold the annual regular Game on Friday, August 26, 2022.

2) SAPULPA will be the designated home team in 2022. Game management duties will be assumed by the designated home team school and its game management staff.

3) AHB will adhere to the obligations of its Exclusive Title Sponsorship and will be held harmless for any injury or property damage incurred in, or associated with the Game and all associated activities, contests and events to the extent permitted by Oklahoma law.

4) Conditions and terms pertaining to Exclusive Title Sponsorship:

a) AHB will create and promote the Game under the promotion name of the "American Heritage Bank Highway 97 Rivalry", as approved by both schools. AHB reserves the right to include its name and logo in the promotion title: Example: "The Highway 97 Rivalry presented by American Heritage Bank."

b) AHB will display interior and exterior sponsorship promotional signage and advertising elements at mutually agreed upon locations, which may include, but are not be limited to, all or some of the elementary schools, middle schools, and high schools associated with each of the two (2) school systems. Such signage may be erected no more than three (3) weeks prior to the Game. Promotional signage and advertising





## **American Heritage Bank Highway 97 Rivalry | Sapulpa vs. Sand Springs**

elements may include, but are not limited to, trophies, t-shirts, banners, postcards, or print ads. AHB may conduct mass media advertising, direct mail, merchandising, public relations and promotions to aid in marketing its brand name, products, services and its Exclusive Title Sponsorship in a manner that is deemed tasteful and consistent with good business and community citizenship.

c) AHB will display interior and exterior promotional signage and advertising at any and all of its Sapulpa and Sand Springs area banking center locations.

d) AHB can/will display promotional signage and advertising at the Game, both inside and outside of the stadium.

e) AHB will design and produce a traveling trophy. The traveling trophy will be presented to the winning team at midfield following the conclusion of the Game. The winning team is encouraged to display the trophy in its school's trophy case until two (2) weeks prior to the subsequent year's contest when the trophy will be placed on display at a SAPULPA or SAND SPRINGS AHB retail office.

f) SAPULPA and SAND SPRINGS athletic booster clubs may sell "single game" sponsorships as normally conducted for all regular season home games.

g) The home team is entitled to sell Upper Tier and lower Tier sponsorships.

h) The home team game management will allow and facilitate public address announcements and presentation of awards on the field in conjunction with AHB and its sponsorship.

i) The home team game management will allow, encourage and facilitate public address reference to the promotional title of the Game as described in paragraph III.5.a above. The home team game management will allow, encourage and facilitate the public address announcement of AHB's sponsorship of the Game and the resulting AHB donations (Contribution #1) plus other AHB presentations.

k) SAPULPA and SAND SPRINGS will actively support and encourage student and parent participation in attending the Game.

1) All three parties will arrange to have key members present for a live media briefing announcing the sponsorship and its details on a date soon to be determined following execution of this letter of agreement.





## **American Heritage Bank Highway 97 Rivalry | Sapulpa vs. Sand Springs**

### 5. Conditions and terms pertaining to Contribution #1:

- a) AHB will contribute five thousand dollars (\$5,000) to SAPULPA and five thousand dollars (\$5,000) to SAND SPRINGS.
- b) AHB will make the donation directly to each school's athletic department and the funds will be distributed or allocated at each school's athletic department discretion.
- c) AHB will make the donation payments by check no later than thirty (30) days following the date of the Game.

### 6. Force Majeure

The parties agree that events beyond the control of the parties, including, but not limited to war, terrorist attacks, famine, earthquakes, floods, strikes, fire, disease, epidemics, pandemics and government action ("Force Majeure") will not give rise to a right of termination, but the obligations of the parties to perform under this Agreement will be suspended (except as provided below) and the parties will each use best efforts to commence performance as soon as they are able to do so, and will diligently work to eliminate the condition of Force Majeure. Notwithstanding the foregoing, AHB may, in its sole discretion, elect to terminate this Agreement and be relieved of all obligations hereunder if there's more than a thirty (30) day delay in the Game being held on the date set forth in Article III(1) above.

### 7. Counterparts; Facsimile Execution:

This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile also shall deliver a manually executed counterpart of this Agreement but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

(SIGNATURE PAGE FOLLOWS)





**American Heritage Bank Highway 97 Rivalry | Sapulpa vs. Sand Springs**

2022 American Heritage Bank Highway 97 Agreement

The following authorized members of each entity hereby mutually agree to the conditions, terms and general intent of this event sponsorship:

**American Heritage Bank**

Kimie Leah VP - Marketing Date: 3-4-22  
\*\*\*INSERT NAME & TITLE\*\*\* Director

\_\_\_\_\_  
\*\*\*INSERT NAME & TITLE\*\*\* Date: \_\_\_\_\_

**Sapulpa Public Schools**

\_\_\_\_\_  
Michael Rose, Athletic Director Date: \_\_\_\_\_

\_\_\_\_\_  
Steve McCormick, Sapulpa Public Schools School Board President Date: \_\_\_\_\_

**Sand Springs Public Schools**

\_\_\_\_\_  
Rod Sitton, Athletic Director Date: \_\_\_\_\_

\_\_\_\_\_  
\*\*\*INSERT NAME\*\*\*, Sand Springs Public Schools School Board President Date: \_\_\_\_\_





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1619 S Boulder Tulsa, Ok 74119 – [P] 918.622.6600 – [F] 918.622.6605 – [admin@tulsaweaverdrugtesting.com](mailto:admin@tulsaweaverdrugtesting.com)

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March 14<sup>th</sup>, 2022

## LABORATORY PRICE INCREASE

Hello,

We hope you and your loved ones are well and staying healthy. Thank you for your continued business and support, especially during these trying times. As you know, it is our goal to provide the highest quality client support and services we possibly can. During the pandemic, factors such as the heightened costs of reagents, supplies, shipping, labor and gas prices have contributed to us having to make the difficult decision to increase our test prices. Effective school year 2022-23, we will implement a price increase on student urine panels.

Some enhancements that our laboratory is working towards in the next twelve months include:

- .Research of new emerging drugs of abuse and the effects in the workplace
- .Continued implementation of state-of-the-art laboratory testing equipment
- .Enrichments to our customer service, reporting, and turn- around time

We truly appreciate your understanding and value your loyalty. If you have any questions please contact us at 918-622-6600, or email at [info@tulsaweaverdrugtesting.com](mailto:info@tulsaweaverdrugtesting.com)

Sincerely,

A handwritten signature in black ink that reads "Pamela Weaver". The signature is written in a cursive style with a large, flowing "P" and "W".

Pamela Weaver, Lab Manager/Owner



# PROPOSAL FOR DRUG AND ALCOHOL TESTING

## SERVICE AGREEMENT

---

1619 S Boulder Tulsa, Ok 74119 – [P] 918.622.6600 – [F] 918.622.6605 – [admin@tulsaweaverdrugtesting.com](mailto:admin@tulsaweaverdrugtesting.com)

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This Service Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2022, by and between **Weaver Drug Testing Lab** with its principle place of business at 1619 S. Boulder, Tulsa, Oklahoma 74119 (“Weaver”) and **Sapulpa Public School**.

**The terms of this agreement shall remain in effect until terminated in accordance with this agreement. The initial term of this agreement is from July 1, 2022 through July 1, 2023.**

1. **Sapulpa Public School retains Weaver Lab, and Weaver Lab agrees to perform the specific services described below.**

Weaver Lab will help organize and plan 1 mass drug test prior to start of school year and make up test as needed. Our lab will have staff on hand to collect and receive collected samples and transport to lab for testing. Athletes who are unable to attend the mass collection will be able to come directly to the lab and complete an initial drug test once payment to the school has been confirmed. Make up days may also be scheduled.

Weaver Lab will provide weekly, bi-monthly, or monthly random drug testing throughout the school year. Weaver lab can and will provide a randomly selected list for number of students to be tested, and provide staff on-site to collect and transport sample to lab. Weaver lab can and will provide flexibility in testing dates and times, tests can be performed on different days of the week and different times of the day, morning or afternoon, at the discretion of Sapulpa Public Schools.

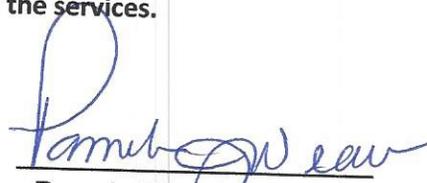
Weaver Lab can provide urine, hair follicle and/or oral swab testing, although urine is the most commonly used sample for testing. Urine drug testing is done in house on the AU640 analyzer. Negative results are usually reported same day depending on time of collection. If a GC/MS confirmation is requested, turn-around time is usually 5 days. Final reports can be emailed to designated individuals or be set up to use our on-line access with a username and password.

SERVICES PROVIDED	
<p><b>BASIC STUDENT PANEL - \$12.00</b></p> <p>Amphetamine Benzodiazepine Cocaine Creatinine Opiate THC 20 THC SQ LEVEL (If positive THC)</p>	<p>GC/MS Confirmation Send Out - \$40.00 (Up on request) ON-SITE COLLECTION FEE - \$50.00 THC LEVEL -\$2.00</p>
	<p>ALL SUPPLIES ALL PROVIDED AND INCLUDED IN PRICING</p>

2. **Payment for Services:** Weaver will submit invoices in a timely manner to Sapulpa Public School accounts payable. Sapulpa Public School will pay undisputed invoices within 30 days of receipt of an invoice property issued. Weaver may not increase its prices for the Services during the initial Term of the Agreement.
3. **Service Warranty:** Weaver warrants that all Services will be performed in a competent, workmanlike, and professional manner by Weaver personnel with sufficient training and experience commensurate with their roles to provide the services.

 M.T. (ASCP)

David Weaver M.T. (ASCP)  
Lab Director

  
Pamela Weaver M.L.T (ASCP)  
Lab Manager

School Official

\_\_\_\_\_



**INTRODUCTION & GENERAL PROVISION**

VYPE Oklahoma, LLC (VYPE Oklahoma) offers a wide variety of print and digital promotional products for our Clients (Client). Within these terms and conditions the term "VYPE Oklahoma," "we," "our," and "us" includes any subsidiaries, affiliates, and employees.

**1. GENERAL PROVISION**

Upon acceptance, Client is agreeing to comply with the terms and agreements detailed below only for activated product types. Products will only be activated upon request from the Client. Client may choose to request the addition of products at any time and may remove them in accordance with the policies stated below.

**Client is responsible for notifying VYPE Oklahoma if there is a change in the signee of the terms and agreements as well as the secondary or production contacts.**

**2. SCHEDULE PRODUCTS**

**REQUIREMENTS OF VYPE OKLAHOMA**

VYPE Oklahoma agrees to provide the services of sales, billing, collection, design, print, publication, and distribution of athletic schedule posters, Tickets, and Website to the Client for the season(s) requested.

- A. Posters – a minimum of two hundred (200) will be sent to the school and a minimum of two (2) will be sent to each sponsor. The poster size is determined by the total number of square inches in the ad section.
- B. Tickets – VYPE will provide all ticketing needs for the High School as per requested ahead of time. This includes, but not limited to, Season Tickets, General Admission, Passes, and other such amenities.
- C. Website – VYPE will provide an active website for the high school’s athletic department. The website will be fully functional for the athletic department to provide any and all information to students, coaches, viewers, etc.

**REQUIREMENTS OF CLIENT**

The Client grants VYPE Oklahoma the exclusive right to utilize the client’s name, endorser’s name, school mascot, logo, and other related information for the solicitation of advertisers and the publication of athletic schedule products. VYPE Oklahoma is granted exclusive rights to produce these products for the season(s) requested.

The Client agrees to provide necessary assets including but not limited to schedules and photos at least thirty (30) days before the first game date each season. Exceptions may be made if mutually agreed upon by both parties. Failure to provide necessary assets within the above timeframe may adversely impact timely delivery to sponsors and also affect collections and rebates.

**3. TERMS**

**Financial Consideration, Seasons Requested and Execution will be agreed upon as follows.**

**Tickets – School will receive 20% of ad revenue after cost in April, 2023.**

**Posters – School will receive 20% of ad revenue after cost in April, 2023**

**Web page – School will receive 20% of new ad revenue to be paid in April, 2023, less the \$900 programming fee. It is the sole responsibility of VYPE to create enough ad revenue to cover the programming fee.**

**School agrees to have \$990 in payment withheld to cover the VYPE \$99 a month for 10 months for VYPE to keep the site updated with stories and information.**

School : \_\_\_\_\_ Michael Rose \_\_\_\_\_ VYPE Representative: \_\_\_\_\_ Roscoe Migliore \_\_\_\_\_

School Representative: \_\_\_\_\_ Date: \_\_\_\_\_



**Oklahoma High School Football  
Coverage 2022 Season**

When accepted and signed this letter shall serve as the agreement between Sapulpa Public Schools & Cox Communications, Inc., YurView. The following points reflect the details of the agreement:

- **This agreement between Cox Communications, Inc., YurView and Sapulpa Public Schools outlines the commitment of Cox Communications, Inc., YurView in regards to the televised sporting event on 08/26/22 Charles Page High School - Sand Springs Football at - Sapulpa Football in which Sapulpa Public Schools owns the sole rights. Cox Communications, Inc., YurView proposes to televise specified live events on YurView Channel 3 in Tulsa & Oklahoma City. Cox Communications, Inc., YurView will pay \$300 as a rights fee for the game. Cox Communications, Inc. YurView retains the right to place the game on its "Video on Demand" or VOD Platform as well as Live Streaming of the game. Sapulpa Public Schools will arrange for an appropriate start time on all events with a 5-minute delay start at the first of the game to allow for open and the ancillary items that Cox Communications, Inc., YurView deem necessary. Cox Communications, Inc, YurView will provide appropriate personnel to communicate with game officials.**
- **Commercial content of the program is at the sole discretion of Cox Communications, Inc., YurView.**

**Cox Communications, Inc., YurView will require the following arrangements for each game depending on sport the camera placement varies:**

1. **Camera positions are as follows: 2- high cameras in the press-box stands, one hand-held camera on the home sidelines and one camera in the end zone. Cox will provide scaffolding if required and the sport requires**
2. **Access to the facility and power by 12p.m. on the date of the game.**
3. **Parking area for Cox production vehicles with access to press box.**
4. **A booth for the Cox talent to call the game. Room for 4 people in the booth assigned. 2 talent, 1 stats person & spotter**

Agreed and accepted by

\_\_\_\_\_  
School  
Representative

  
\_\_\_\_\_  
Roger Hess  
YurView – Senior Manager



**BSN SPORTS™**

## **EXCLUSIVE SUPPLIER AGREEMENT**

BSN SPORTS, LLC, a Delaware limited liability company (“BSN SPORTS”) is pleased to offer **SAPULPA PUBLIC SCHOOLS** (“School”) the **BSN SPORTS EXCLUSIVE SUPPLIER AGREEMENT** (the “Agreement”) for the purchase and supply of NIKE apparel and footwear along with any and all other footwear, apparel & equipment offered for sale to School by BSN SPORTS.

### **Benefits:**

**1. “Premier Pricing”** shall apply to all footwear, apparel and equipment purchased by School at the following rates\*:

- **35%** off retail price on all NIKE apparel
- **30%** off retail price on all NIKE footwear and equipment
- **30%** off retail price on all NIKE Custom uniforms purchased within the timeframe specified in the BSN SPORTS uniform Schedule.
- **15%** off catalog price on all BSN SPORTS proprietary products (as defined below) from BSN SPORTS catalog (exclusive of closeout and sale items)
  - BSN SPORTS proprietary products are identified in our catalog with a black star icon next to the product code.
- **10%** minimum off catalog price on all non-branded products from BSN SPORTS catalog.
  - BSN SPORTS catalog non-branded products are products distributed by BSN SPORTS from a third-party manufacturer such as Wilson, Spalding, Rawlings, etc.

**2. NIKE Team Sports Product Allotment:** School shall receive the following in free NIKE promotional product calculated at NIKE retail prices and redeemable from the applicable approved NIKE promotional catalogs:

- Year 1: **\$17,500** in NIKE promotional product at retail price
- Year 2: **\$17,500** in NIKE promotional product at retail price
- Year 3: **\$15,000** in NIKE promotional product at retail price
- Year 4: **\$15,000** in NIKE Promotional product at retail price
- Year 5: **\$15,000** in NIKE Promotional product at retail price
- Promotional product allocation is the sole responsibility of school.
- Unused promotional product amounts, as of 5:00 pm on 4/15 of each year of the agreement, are forfeited. As a result, promotional merchandise cannot be carried over from one school year to the next.

**3. BSN SPORTS SIGNING BONUS:** BSN SPORTS will provide an annual \$2,500 signing bonus. The bonus will be used on BSN Promotional product at retail price.

**4. BSN SPORTS ATHLETIC DEPARTMENT ALLOTMENT:** BSN Sports will provide an annual \$2,500 allotment. This allotment is to be used on NIKE Promotional product at retail price.

**5. Product Rebate:** Subject to the terms below, at the end of each school year of this agreement, the Athletic Program will receive a Product Rebate including selected products from BSN. The Product Rebate will be selected from a list of products provided by BSN and subject to availability at the time of order. Product Rebates are available after the requirements below

FOOTBALL  
BASKETBALL  
VOLLEYBALL  
SOCCER  
BASEBALL  
LACROSSE  
TENNIS  
SOFTBALL  
UNIFORMS  
TRACK&FIELD  
STRENGTH&  
FITNESS  
WRESTLING  
SPORTS MED  
SPEED  
AGILITY  
SCOREBOARDS  
BENCHES&BLEACHERS  
COACHING  
AQUATICS



are met and must be utilized during each school budget year. All Product Rebates will be redeemed in May and June. A Product Rebate balance does not carry over from year to year.

The product rebate will be a percent of the total spend for each year of the agreement. This rebate will be used on BSN Product and Nike Promotional Items.

<b>Annual Spending Level</b>	<b>Annual Rebate Amount:</b>
<b>\$200,000 +</b>	15% of annual spend; 50% in Nike Team Stock apparel and 50% in BSN Sports equipment at catalog price.
<b>\$150,000-\$199,999</b>	13% of annual spend; 50% in Nike Team Stock apparel and 50% in BSN Sports equipment at catalog price
<b>\$110,000-\$149,999</b>	12% of annual spend; 50% in Nike Team Stock apparel and 50% in BSN Sports equipment at catalog price
<b>\$90,000-\$109,999</b>	11% of annual spend; 50% in Nike Team Stock apparel and 50% in BSN Sports equipment at catalog price
<b>\$50,000-\$89,999</b>	10% of annual spend; 50% in Nike Team Stock apparel and 50% in BSN Sports equipment at catalog price

- 6. BSN/IMPACT BRANDING:** Varsity Brands will provide a one-time \$12,500 Branding Package to be spend in year one.
- 7. BSN SPORTS Service Promise:** BSN SPORTS will provide a dedicated sales professional (“BSN SPORTS Representative”) to conduct bi-weekly on-site visits to School throughout the term of this Agreement. BSN SPORTS Representative will be responsible for showing product samples, communicating order deadlines and providing 24-hour response for all questions and concerns. BSN SPORTS will also carry a minimum of \$25 Million dollars of NIKE product at any given time.

**Terms and Conditions:**

- 1. Exclusive Supplier.** School will use BSN SPORTS as their exclusive supplier for any and all of its athletic apparel, footwear, and equipment needs. It is also agreed that School will adhere to the BSN SPORTS product planning calendar to help ensure availability and delivery in a timely manner.
- 2. NIKE Apparel at Events.** School’s coaching staff and athletes will only wear NIKE branded footwear and apparel at competitions whenever possible.
- 3. Purchase of NIKE & Other Products.** School shall notify its athletes that My Team Shop, which is operated and owned by BSN SPORTS, will serve as the online purchasing site for all additional NIKE products purchased directly by athletes, as well as their family and friends. School cannot guarantee that athletes and their family and friends will exclusively use the

FOOTBALL  
BASKETBALL  
VOLLEYBALL  
SOCCER  
BASEBALL  
LACROSSE  
TENNIS  
SOFTBALL  
UNIFORMS  
TRACK&FIELD  
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FITNESS  
WRESTLING  
SPORTS MED  
SPEED  
AGILITY  
SCOREBOARDS  
BENCHES&BLEACHERS  
COACHING  
AQUATICS



## BSN SPORTS™

My Team Shop to purchase NIKE products. Each sport will offer at least one My Team Shop opportunity to their student athlete families/fans/alumni per year throughout length of agreement.

- 4. Promotion.** School will promote this partnership through public announcements at events and signage (provided by BSN SPORTS) at football, basketball, baseball games and any other sporting event. A ½ page advertisement supplied by BSN SPORTS shall appear in School's media guide distributed or displayed at any such event. Also, BSN SPORTS will receive: (i) two (2) tickets or passes, as applicable, to all School athletic games, competitions, and tournaments or similar events, and (ii) one (1) vendor / athletic parking pass for use by the BSN SPORTS Representative for sales calls, meetings, presentations and campus visits. BSN SPORTS will receive 1 free hole sponsorship and foursome at one of the district's golf outing. Static logos for BSN SPORTS & NIKE to appear on banner of athletic department website as the official supplier.
- 5. Payment Terms.** School must be current on all payment obligations to BSN SPORTS to be eligible for all promotional products and rebates. Payments will be made within thirty (30) days of purchases unless alternate payment arrangements have been made and agreed to in writing by both parties.
- 6. Additional Charges.** Decoration charges (including charges for embroidery and screen printing) are extra.
- 7. Exclusions.** Products sold through Varsity Brands companies, Varsity Spirit & Herff Jones, will not be included in spending level totals.
- 8. Freight and Shipping.** School is responsible for shipping on all orders in the amount of 2%. Freight will apply on truck items.
- 9. Term of Agreement.** The term of this Agreement shall be for one (1) year, beginning on July 1, 2021, and continuing through June 30, 2022 (the "Initial Term" unless earlier terminated in accordance with this Agreement. This Agreement may be renewed by the parties for 4 additional one-year terms each year (each a "Renewal Term" and together with the Initial Term, the "Term"); provided that: (i) School may solicit offers from competitors of BSN SPORTS for the provision of apparel, footwear, and equipment to commence after the Initial Term or then-current Renewal Term until six months prior to the expiration of the Initial Term or such Renewal Term (the "Shopping Period"); (ii) should School receive an offer during the Shopping Period, School shall communicate such offer to BSN SPORTS and provide BSN SPORTS with the opportunity to match such terms in the following Renewal Term. In any event, the parties may renew this Agreement in writing signed by both parties no later than ninety (90) days before the expiration of the Initial Term or then-current Renewal Term.
- 10. Force Majeure Event:** Neither party shall be liable to the other for any costs or damage (including consequential and liquidated damages), arising out of delay or nonperformance under this Agreement arising, directly or indirectly, out of a Force Majeure Event

FOOTBALL  
BASKETBALL  
VOLLEYBALL  
SOCCER  
BASEBALL  
LACROSSE  
TENNIS  
SOFTBALL  
UNIFORMS  
TRACK & FIELD  
STRENGTH &  
FITNESS  
WRESTLING  
SPORTS MED  
SPEED  
AGILITY  
SCOREBOARDS  
BENCHES & BLEACHERS  
COACHING  
AQUATICS



## BSN SPORTS™

including, without limitation, strike, work stoppage, fire, earthquake, flood, windstorm, riot, accident, acts of war or terrorism, civil or military disturbances, pandemic, nuclear or natural catastrophes or acts of God, court order or injunction, an order or directive restricting action by a relevant governmental authority, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services, or any other similar event that is beyond the reasonable control of the parties. The parties agree and acknowledge that, in no event, shall additional expenses or other adverse financial conditions be deemed a Force Majeure Event. Upon such Force Majeure Event, the inability to comply with any term of this Agreement shall be excused and either party shall be released from all current and future obligations under the Agreement provided that (i) written notice setting forth in detail the nature of the Force Majeure Event is given by such party to the other party as soon as such party is aware of the Force Majeure Event; and (ii) such party shall use all commercially reasonable efforts to minimize the extent of delay or nonperformance caused by the Force Majeure event.

Upon a Force Majeure event, the parties will make a good faith effort to reschedule the event as set forth herein at a mutually agreeable date and time. Any deposits will be applied to the rescheduled event; or will be fully refunded if the event is not rescheduled.

- 11. COVID-19.** The parties acknowledge the ongoing risk and uncertainty regarding the impact of COVID-19 on their obligations under this Agreement. Notwithstanding the potential foreseeability of such impact, the parties acknowledge and agree that any actions taken by one party in response to or in compliance with recommendations, guidance, orders or other actions or directives of governmental or other applicable authorities with expertise in infectious diseases (e.g., WHO, CDC, NIAID, etc.) pertaining to COVID-19 shall constitute a Force Majeure event under this Agreement. In addition, if either party reasonably and in good faith determines that COVID-19 has made its obligations under this Agreement unworkable or overly burdensome, the affected party may terminate or postpone the Agreement without penalty, provided written notice is provided to the other party at least 30 days before the event.
- 12. Termination of Agreement.** If BSN SPORTS or School should fail to perform or be in breach of any of the warranties, representation, covenants or obligations contained in this Agreement, or anticipatorily breach this Agreement, and such default is not curable or such default is curable but remains uncured for thirty (30) days after written notice thereof has been given to the defaulting party, the other party, at its sole election, may immediately terminate this Agreement with written notice to the defaulting party.
- 13. Confidentiality.** Excluding disclosures made to attorneys, auditors, or other third-party consultants, the terms and conditions of this Agreement are absolutely confidential between the parties and shall not be disclosed to anyone else, except as shall be necessary to effectuate its terms. Any disclosure in violation of this section shall be deemed a breach of this Agreement.

FOOTBALL  
BASKETBALL  
VOLLEYBALL  
SOCCER  
BASEBALL  
LACROSSE  
TENNIS  
SOFTBALL  
UNIFORMS  
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FOOTBALL  
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SOCCER  
BASEBALL  
LACROSSE  
TENNIS  
SOFTBALL  
UNIFORMS  
TRACK & FIELD  
STRENGTH &  
FITNESS  
WRESTLING  
SPORTS MED  
SPEED  
AGILITY  
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BENCHES & BLEACHERS  
COACHING  
AQUATICS

- 14. Severability.** Should any provision of this agreement be found to be invalid, illegal, or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions hereof.
- 15. Non-waiver.** Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.
- 16. Headings.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- 17. Assignments.** Except for assignments pursuant to a Change of Control, this Agreement is not assignable in whole or in part by either party without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld, but is binding on any corporate successor of either party. As used herein, a “Change of Control” means a merger, sale, transfer, or other disposal of all or substantially all of the assets of the assignee or its ultimate direct or indirect parent corporation or holding company in one or more transactions.
- 18. Notices.** Any notice or other communication provided under this Agreement will be in writing and will be effective either when delivered personally to the other party, or five (5) days following deposit into the United States mail (certified mail, return receipt requested), or upon overnight delivery service (with confirmation of delivery), addressed to such party at the address set forth herein, or upon electronic delivery by confirmed means.

If to BSN SPORTS:  
BSN SPORTS, LLC  
14460 Varsity Brands Way  
Farmers Branch, TX 75244  
ATTN: RUSTY ZUMWALT

With a copy to:  
Varsity Brands, LLC  
14460 Varsity Brands Way  
Farmers Branch, TX 75244  
ATTN: Chief Legal Officer

If to School:  
[INSERT]

- 19. Governing Law.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Oklahoma.



**BSN SPORTS™**

**20. Modification of Agreement.** This document contains the entire Agreement between the parties and may not be changed, modified, amended, or supplemented except by express written agreement signed by both parties.

This Agreement is made and entered into by and between the parties this \_\_\_\_ day of January 2021.

Signed: \_\_\_\_\_

Director of Athletics  
SAPULPA HIGH SCHOOL  
**Name**

Signed: \_\_\_\_\_

Business Office,  
SAPULPA HIGH SCHOOL  
**Name**

Signed: \_\_\_\_\_

VICE PRESIDENT

Signed: \_\_\_\_\_

REGIONAL SALES DIRECTOR

**CONFIDENTIAL**

FOOTBALL  
BASKETBALL  
VOLLEYBALL  
SOCCER  
BASEBALL  
LACROSSE  
TENNIS  
SOFTBALL  
UNIFORMS  
TRACK & FIELD  
STRENGTH & FITNESS  
WRESTLING  
SPORTS MED  
SPEED  
AGILITY  
SCOREBOARDS  
BENCHES & BLEACHERS  
COACHING  
AQUATICS

**MISSOURI STATE HIGH SCHOOL ACTIVITIES ASSOCIATION  
Contract for Games**

**To:**  
Rickey Bruner  
Sapulpa High School  
3 S Mission  
Sapulpa, OK 74066

**Return To:**  
Brandi Arthur  
Neosho High School  
511 S. Neosho Blvd  
Neosho, MO 64850  
arthurbrandi@neoshosd.org

This contract dated February 15, 2022 is made and subscribed to by the authorities of **Neosho High School** and **Sapulpa High School** for the **68th Annual Neosho Holiday Classic** to be held from 12/28/2022-12/30/2022.

<u>Contest Level</u>	<u>Location</u>	<u>First Game Time</u>	<u>Guarantee</u>
Varsity	Neosho, MO	TBA	\$500

A guarantee as indicated above is made that these contests will be played. In case either school fails to fulfill this contract, the offending party shall pay this guarantee to the offended school. A money guarantee is required under By-Law 1.3. If dissolved by mutual consent or because of reasons beyond the control of either party, this contract shall not be binding upon either party.

**Additional Conditions:** If located 100 miles or more from Neosho, MO, Sponsor will pay for 6 rooms. This includes all rooms for players, coaches, managers, AND bus drivers. Each school is responsible for any additional rooms.

**Tournament Code Of Conduct:** Each participating school will take full responsibility for all athletes and coaches while at any of the tournament events and while on hotel property. Athletes are to be supervised at all times at the hotels and while on school campus.

**Other Financial Terms: No Fee**

It is further agreed that the rules of the Missouri State High School Activities Association, which are in force on the day of each contest, shall be upheld by each school. Each party guarantees its membership and good standing in the MSHSAA. Suspension or termination of its membership in the MSHSAA by either party shall render this contract null and void. This contract must be returned **April 1, 2022** or it will become null and void.

\_\_\_\_\_  
Neosho High School Activities Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal, Superintendent or Authorized Administrator

\_\_\_\_\_  
Date



## CONTRACT FOR ATHLETIC CONTESTS THE TOURNAMENT OF CHAMPIONS

We, **The Tournament of Champions and Tulsa Public Schools**, party of the first part and ***Sapulpa High School Girls Basketball Team***, party of the second part, do this 1<sup>st</sup> day of March 2022, contract for 3 games in the 57<sup>th</sup> Tournament of Champions to be played as follows:

### **Basketball tournament games in Tulsa at the BOK Center on December 28, 29, 30, 2022.**

The Tournament of Champions agrees to provide the team with five rooms per night at the host hotel (DoubleTree Warren Place) if the school is located more than 60 road miles from Tulsa. MapQuest will be used to determine the exact mileage. Each team member and designated coaching staff members will also receive apparel from the tournament sponsors.

Should the school cancel this contract without the consent of the Tournament of Champions the school will forfeit the sum of \$1,000.00 to the Tournament of Champions. Should the contracted school render themselves at a playing level which is less than anticipated this contract can be voided by the Tournament of Champions.

Both parties agree that the rules of the Oklahoma Secondary School Activities Association are a part of this contract and that suspension or termination of membership in this Association of either party shall render this contract null and void.

**Provided that this contract shall not be binding on either party unless a copy, properly signed, is returned to the party of the first part by April 1<sup>st</sup>, 2022.**

**Tournament of Champions/Tulsa Public Schools**  
Party of the First Part

By: \_\_\_\_\_  
Mick Wilson, Executive Director of Athletics/TOC Director  
Tulsa Public Schools

***Sapulpa High School Girls Basketball Team***  
Party of the Second Part

By: \_\_\_\_\_  
Athletics Director or Principal or Superintendent







## E-Rate Board Resolution

**We have completed your E-Rate Application(s) for the 2022-23 funding year.**

**The final requirement is approval by your Board to pay your share of the requested services subject to E-Rate funding and receipt of services.**

**Include the FOLLOWING WORDING on your next board agenda:**

Vote to approve or disapprove Resolution for Schools and Libraries Universal Services (E-Rate) for 2022-23. This resolution authorizes filing of the Form 471 applications for funding year 2022-23 and the payment of the applicant's share upon approval of funding and receipt of services.

**RETURN TO KELLOGG & SOVEREIGN:**

1. The approved E-Rate Board Resolution
2. INCLUDE the Board Agenda
3. AND the Approved Minutes (when available).

Send all documents once your minutes have been approved.

Contact your account manager if you have any questions: 580-332-1444

# RESOLUTION

Be it resolved that the governing board for SAPULPA PUBLIC SCHOOLS

1. Authorizes the filing of FCC Form 471, Schools and Libraries Universal Service Program Services Ordered and Certification Form for the services and/or products as detailed in the attached report, "E-Rate Requests, FY 2022", for the fiscal year 07/01/2022-06/30/2023.
2. Authorizes payment of the applicant's share subject to the following conditions:
  - (1) approval of funding of the discounted portion by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) and
  - (2) receipt of services during the fiscal year 07/01/2022-06/30/2023.

Application #	Pre-Discount Amount	E-Rate Amount	Applicant's Share
221027264	\$329,735.05	\$263,788.04	\$65,947.01
221028542	\$92,199.60	\$73,759.68	\$18,439.92
Totals	\$421,934.65	\$337,547.72	\$84,386.93

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

# E-Rate Requests, FY 2022 (07/01/2022-06/30/2023)

**Applicant Name:** SAPULPA PUBLIC SCHOOLS

**Billed Entity #:** 140102

471 App #	FRN	Service Provider	SPIN	Category	Pre-Disc Amount	Disc	Requested Amount	Applicant Share
221027264	2299038598	Next Step Group, Inc	143036042	Internal Connections	286,061.92	80%	228,849.54	57,212.38
	2299038632	Next Step Group, Inc	143036042	Internal Connections	31,075.95	80%	24,860.76	6,215.19
	2299046096	United Systems, Inc.	143004698	Internal Connections	12,597.18	80%	10,077.74	2,519.44

Totals for 471 App # 221027264:      329,735.05      263,788.04      65,947.01

471 App #	FRN	Service Provider	SPIN	Category	Pre-Disc Amount	Disc	Requested Amount	Applicant Share
221028542	2299040619	Cox Oklahoma Telcom, LLC	143005575	Data Transmission And/or Internet Access	12,960.00	80%	10,368.00	2,592.00
	2299040631	Cox Oklahoma Telcom, LLC	143005575	Data Transmission And/or Internet Access	79,239.60	80%	63,391.68	15,847.92

Totals for 471 App # 221028542:      92,199.60      73,759.68      18,439.92

Totals for Billed Entity # 140102:      421,934.65      337,547.72      84,386.93

# CONTRACT FOR E-RATE PRODUCTS AND/OR SERVICES FY2022-23

APPLICANT		PROVIDER	
Organization	Sapulpa Public Schools	Company Name	Next Step Innovation
Contact Name	James Lawrence	Contact Name	Rich Benson
Contact Email	jlawrence2@sapulpaps.org	Contact Email	<a href="mailto:rich_benson@nextstepinnovation.com">rich_benson@nextstepinnovation.com</a>
Address	511 East Lee	Address	703 Hwy 80 W
City, ST, Zip	Sapulpa, OK 74066	City, ST, Zip	Clinton, MS 39056
USAC BEN	140102	USAC SPIN	220001208
FCC Form 470 #	220016639	Bid #	NSQ43259
E-Rate RFP #	Sapulpa OK RFP 2223 C2 APs	Bid Amount \$	\$286,061.92
Number of annual renewals allowed for this agreement:		Initial one year with up to four renewals.	

## SERVICES

The Provider agrees to provide to the Applicant the products and/or services as specified in the Provider’s Bid and incorporated with the Applicant’s E-Rate RFP and FCC Form 470 as listed above.

## RECITALS

Pursuant to the Schools and Libraries Universal Services Support Mechanism (E-Rate) contained in the Universal Service Provisions of the Telecommunications Act of 1996 [47 U.S.C. § 254. Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) (“1996 Act”)], Applicant advertised for certain products and services. Provider submitted a bid to provide same. In accordance with the requirements of the regulations implementing the Act, Applicant considered the bid and determined that it should be accepted. The parties are now ready to enter into a contract for the furnishing of such products and/or services and they set their agreement in writing as follows:

## AGREEMENT

For and in consideration of the payment of the sums of money specified herein, together with other good and valuable consideration, Provider does hereby agree to furnish, and Applicant does hereby agree to accept and pay the discounted price for the products and/or services bid.

The term of this contract shall commence (a) on or after July 1, 2022 and shall terminate on June 30, 2023 for recurring services or (b) on or after April 1, 2022 and shall terminate on September 30, 2023 for non-recurring services. The contract expiration for non-recurring services shall be automatically extended to align with SLD authorized extensions due to late funding and changes in products and/or services approved on or after March 1st. This agreement may be extended annually and voluntarily by mutual written ratification up to the number of renewals listed above. The Applicant must issue a written notice to proceed to the Provider prior to commencement of service, delivery or installation. The Applicant is under no obligation to pay if the Provider commences work without the Applicant’s written notice to proceed.

If the Schools and Libraries Division (“SLD”), Administrator of the Universal Services Support Mechanism, or its successor, should fail to approve all of or any part of the products and services covered by this contract, the Applicant shall have the right, at its option, to cancel this contract, as to that part of the products and services disallowed for discount pricing. If, after approval of discount funding by SLD or its successor, Applicant’s governing board should fail to approve all of or any part of the products and services covered by this contract, the Applicant shall have the right, at its option, to cancel this contract as to that part of the products and services disallowed by the governing board. The total costs of the products and services shall not exceed the Bid Amount. In no circumstances shall Applicant be liable for an amount exceeding the Applicant’s non-discount share unless Applicant’s governing board specifically waives this provision in writing.

**For Applicant:**

**For Provider:**

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

*Lanny Edgar*

\_\_\_\_\_  
Provider Signature

03/01/22

\_\_\_\_\_  
Date

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

Lanny Edgar

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

CFO

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

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

<b>Cox Account Rep:</b>	Jack Bunds - 63989	<b>Cox System Address:</b>
<b>Phone Number:</b>	918-286-4437	11811 E. 51st Street
<b>Fax Number:</b>	877-873-8923	Tulsa, OK 74146

Customer Information		Authorized Customer Representative Information	
<b>Legal Company Name:</b>	Sapulpa Public School	<b>Full Name:</b>	James Lawrence
<b>Street Address:</b>	511 E LEE AVE	<b>Billing Contact:</b>	918-224-3400
<b>City/State/Zip:</b>	Sapulpa, OK 74066	<b>Fax:</b>	918-227-3287
<b>Billing Address:</b>	1 S. Mission	<b>Contact Number:</b>	918-224-3400 ext 5050
<b>City/State/Zip:</b>	Sapulpa, Oklahoma 74066	<b>Email Address:</b>	jlawrence2@sapulpaps.org
<b>Cox Account #:</b>	186-0625411-01		
<b>Merger Bill</b>	No		
<b>Taxes and Fees Not Included</b>			

Service Address: 511 E LEE AVE, Sapulpa, OK, 74066				Phone: 918-224-3400 Cox Account ID: 186-0625411-01			
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro Ethernet Fiber - 1 Gb UNI - Interstate *	1	1	\$550.00	60	RN	\$550.00	
<b>Equipment Description</b>			<b>Quantity</b>		<b>Unit Price</b>		<b>Total Fee</b>
<b>Totals for Sapulpa Public School - Washington:</b>			<b>MRC:</b>	\$550.00	<b>NRC:</b>	\$0.00	<b>Equipment Cost:</b> \$0.00

Service Address: 110 S Burnett ST, Sapulpa, OK, 74066				Phone: 918-224-3400 Cox Account ID: 186-0670327-01			
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro Ethernet Fiber - 1 Gb UNI - Interstate *	1	1	\$550.00	60	RN	\$550.00	
<b>Equipment Description</b>			<b>Quantity</b>		<b>Unit Price</b>		<b>Total Fee</b>
<b>Totals for Sapulpa Public Schools:</b>			<b>MRC:</b>	\$550.00	<b>NRC:</b>	\$0.00	<b>Equipment Cost:</b> \$0.00

Service Address: 1231 E DEWEY, Sapulpa, OK, 74066						Phone: 918-224-3400	
						Cox Account ID: 186-0676261-01	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro Ethernet Fiber - 1 Gb UNI - Interstate *	1	1	\$550.00	60	RN	\$550.00	
<b>Equipment Description</b>			<b>Quantity</b>		<b>Unit Price</b>		<b>Total Fee</b>
<b>Totals for Sapulpa Public Schools:</b>			<b>MRC:</b> \$550.00	<b>NRC:</b> \$0.00	<b>Equipment Cost:</b>		\$0.00

Service Address: 603 S PARK ST, Sapulpa, OK, 74066						Phone: 918-224-3400	
						Cox Account ID: 186-0625410-01	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro Ethernet Fiber - 1 Gb UNI - Interstate *	1	1	\$550.00	60	RN	\$550.00	
<b>Equipment Description</b>			<b>Quantity</b>		<b>Unit Price</b>		<b>Total Fee</b>
<b>Totals for SAPULPA PUBLIC SCHOOLS - BARTLETT ALTERNATIVE SCHOOL:</b>			<b>MRC:</b> \$550.00	<b>NRC:</b> \$0.00	<b>Equipment Cost:</b>		\$0.00

Service Address: 9171 Freedom AVE, Sapulpa, OK, 74066						Phone: 918-224-3400	
						Cox Account ID: 186-0625413-01, 186-0713548-01	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro E-1Gb UNI Interstate	1	1	\$550.00	60	RN	\$550.00	
<b>Equipment Description</b>			<b>Quantity</b>		<b>Unit Price</b>		<b>Total Fee</b>
<b>Totals for Sapulpa Public Schools - Freedom:</b>			<b>MRC:</b> \$550.00	<b>NRC:</b> \$0.00	<b>Equipment Cost:</b>		\$0.00

Service Address: 3 S MISSION ST, Sapulpa, OK, 74066						Phone: (918) 224-3400	
						Cox Account ID: 186-0606172-02, 186-0625406-01	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Cox Optical Internet 1 Gbps	1	1	\$1,080.00	60	RN	\$1080.00	
Metro E-1Gb UNI Interstate	1	1	\$550.00	60	RN	\$550.00	
<b>Equipment Description</b>			<b>Quantity</b>		<b>Unit Price</b>		<b>Total Fee</b>
<b>Totals for Sapulpa Public Schools - High School:</b>			<b>MRC:</b> \$1630.00	<b>NRC:</b> \$0.00	<b>Equipment Cost:</b>		\$0.00

Service Address: 1521 S Wickham RD, Sapulpa, OK, 74066						Phone: 918.224.3400	
						Cox Account ID: 186-0638083-01	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro Ethernet Fiber - 1 Gb UNI - Interstate *	1	1	\$550.00	60	RN	\$550.00	
<b>Equipment Description</b>			<b>Quantity</b>		<b>Unit Price</b>		<b>Total Fee</b>
<b>Totals for Sapulpa Public Schools - Jefferson Heights:</b>			<b>MRC:</b> \$550.00	<b>NRC:</b> \$0.00	<b>Equipment Cost:</b>		\$0.00

Service Address: 631 N BROWN ST, Sapulpa, OK, 74066						Phone: 918-224-3400	
						Cox Account ID: 186-0625412-01	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro E-1Gb UNI Interstate	1	1	\$550.00	60	RN	\$550.00	
<b>Equipment Description</b>			<b>Quantity</b>		<b>Unit Price</b>		<b>Total Fee</b>
<b>Totals for Sapulpa Public Schools - Liberty:</b>			<b>MRC:</b> \$550.00	<b>NRC:</b> \$0.00	<b>Equipment Cost:</b>		\$0.00

Service Address: 1304 E CLEVELAND AVE, Sapulpa, OK, 74066						Phone: 918-224-3400	
						Cox Account ID: 186-0625408-01	
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro Ethernet Fiber - 1 Gb UNI - Interstate *	1	1	\$550.00	60	RN	\$550.00	
<b>Equipment Description</b>			<b>Quantity</b>		<b>Unit Price</b>		<b>Total Fee</b>
<b>Totals for Sapulpa Public Schools - Middle:</b>			<b>MRC:</b> \$550.00	<b>NRC:</b> \$0.00	<b>Equipment Cost:</b>		\$0.00

<b>Totals for all Accounts :</b>	<b>MRC:</b> \$6,030.00	<b>NRC:</b> \$0.00	<b>Equipment Cost:</b>		\$0.00
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**Special Conditions**

Term. Notwithstanding anything to the contrary in this Agreement, Cox and Customer acknowledge that the Initial Term of this Agreement is 1 year beginning July 1, 2022 and ending June 30, 2023, with 4 separate one-year renewal terms which may be exercised at any time upon mutual written agreement of the parties. Notwithstanding anything to the contrary contained in this Agreement, the auto renewal provisions set forth in the Service Terms do not apply.

Upgrades. Customer may upgrade the Services or add new locations upon written request to Cox (and subject to Cox's written acceptance) at the listed bandwidth and corresponding prices stated in Exhibit B. Taxes and fees are additional and will be separately stated on Customer's invoice.

SLA. The Service Legal Agreement attached as Exhibit C is incorporated into the Agreement.

**Promotion Details**

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at [www.cox.com/internetdisclosures](http://www.cox.com/internetdisclosures). Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

<b>Customer Authorized Signature</b>	<b>CoxCom, LLC., Cox Oklahoma Telcom, LLC Signature</b>
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:

**1. E911 Services** FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>.

**2. Service Start Date and Term** The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

**3. Termination** Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

**4. Payment** Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

**5. Service and Installation** Cox shall provide Customer with the Services identified above in the Service Terms and may also provide

related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

**6. General Terms** The General Terms are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

**7. LIMITATION OF LIABILITY** IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

**8. WARRANTIES** EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

**9. Public Performance** If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.

## Cox Response

## Exhibit B

### Sapulpa Public Schools

511 E Lee

Sapulpa, OK 74066

IFCB ID: 220001116

Name of Vendor:	<u>Cox Oklahoma Telecom, LLC, "Cox Business"</u>
Name of Company Representative:	<u>Jack Bunds</u>
Business Address: Phone Number: SLD	<u>11811 E 51<sup>st</sup>St, Tulsa, OK 74146</u>
SPIN Number:	<u>918-286-4437</u>
	<u>143005575-Cox has current SPAC on all bids.</u>

### Internet Pricing

Bandwidth	Term	Install and/or OTC	Monthly Price
1Gb	5 Years Annual Options	\$0	\$1080
2Gb	5 Years Annual Options	\$0	\$1600
3Gb	5 Years Annual Options	\$0	\$1900
4Gb	5 Years Annual Options	\$0	\$2790
5Gb	5 Years Annual Options	\$0	\$2880
10Gb	5 Years Annual Options	\$0	\$4590
20Gb	5 Years Annual Options	\$0	\$5870

\*Cox does not have a 12Gb Internet product so we have provided 20Gb pricing to provide that speed



## Cox Optical Internet Service Level Agreement

1. **Scope.** This Service Level Agreement (“SLA”) is incorporated into the Commercial Services Agreement or Master Services Agreement (“Agreement”) by and between Cox and Customer, each as defined in the Agreement. The performance standards and service levels set forth in this SLA are Cox’s objectives with respect to the Cox Optical Internet Services (“COI Services”) provided to the Customer.

2. **COI Service Availability.** Cox’s objective is to make the COI Services available for Customer’s use at least (i) Ninety-Nine and Ninety-Nine One-Hundredths Percent (99.99%) of the time with respect to the on-net portion of the circuit and (ii) Ninety-Nine and Nine-Tenths Percent (99.9%) of the time with respect to the portion of COI Services or circuits obtained by Cox from third party carriers, commonly known as “Type II” (collectively and individually, (i) and (ii) shall be referred to as “COI Service Availability”). COI Service Availability, is the ability to transmit data from the Cox demarcation point at the Customer location to a Regional Data Center (“RDC”) on the Cox IP backbone. COI Service Availability does not mean the Customer will be able to reach any site or user on the Internet, nor does it mean any site or user on the Internet can reach the Customer, as there are many factors, outside of Cox’s control, that can affect an end-to-end connection. The COI Service Availability is calculated by dividing the number of minutes that the COI Services are available for Customer’s use by the total number of minutes in any calendar month multiplied by one hundred (100). Unavailability of the COI Services due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the COI Service Availability objective. For example, if the COI Services experience an outage for one (1) day due to a Force Majeure event, and otherwise experience no other outage or COI Service Interruption during the applicable month, Cox will be deemed to have met the COI Service Availability performance standard and no Service Credit(s) (as defined below) will be provided.

3. **COI Service Interruption.** A “COI Service Interruption” is a loss of signal to the Customer that results in a total disruption of COI Service beyond the COI Service Availability level. Any COI Service Interruption, outage, degradation of COI Service, or failure to meet any objective stated in this SLA is not a default or breach under the Agreement, but may entitle Customer to a Service Credit (as defined below) for a qualifying COI Service Interruption. A COI Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox’s Network Operations Center (“NOC”) under the methods and procedures set forth in Section 7 of this SLA and ends when Cox restores the COI Services to Customer.

4. **COI Service Response and Resolution.** In the event Cox receives a Trouble Report (defined below) from Customer, Cox will initiate action to clear the trouble within approximately thirty (30) minutes. If the Trouble Report is the result of an electronic component failure, the estimated restoration time is four (4) hours. If the Trouble Report is the result of a cable or fiber failure or any other issue, the estimated restoration time is eight (8) hours.

5. **Service Credits.** The following are each types of “Service Credits” which may be available to Customer as described below and subject to all limitations in the SLA, including Section 9:

(a) **COI Service Interruption Service Credit.** The available Service Credit for a COI Service Interruption is identified in the table below as a percentage of the monthly recurring charge (“MRC”) for the portion of the affected COI Services experiencing a qualifying COI Service Interruption. Service Credits are not cumulative (e.g. if a qualifying COI Service Interruption lasted 20 hours, Customer will receive a credit equal to 20% of the MRC for the portion of the COI Services experiencing a COI Service Interruption, but Customer does not also receive a separate Service Credit for the “≥ 30 min. to <4 hours”, “≥ 4 hours to < 8 hours” and “≥ 8 hours to < 16 hours” timeframes identified in the table below.) The amount of the Service Credit shall be as follows:

<i>COI Services Interruption Length</i>	<i>Credit of the MRC for the portion of COI Services experiencing a COI Service Interruption</i>
≥ 30 min. to < 4 hours	5% of applicable MRC
≥ 4 hours to < 8 hours	10% of applicable MRC
≥ 8 hours to < 16 hours	15% of applicable MRC
≥ 16 hours to < 24 hours	20% of applicable MRC
≥ 24 hours	25% of applicable MRC

(b) **Network Latency Service Credit.** Network Latency, as it relates to COI Services, is defined by Cox as the round-trip delay for a packet to travel between two Regional Data Centers (“RDCs”) on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network (“Network Latency”). The average monthly round-trip delay is measured in milliseconds. The Cox Network Latency Service Level for COI Service is Fifty (50) milliseconds or less. Network Latency due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Network Latency. Network performance statistics and methodology related to the Cox Network Latency for COI Service are posted at the following location:

<https://www.cox.com/business/networking/svpn.html>.

If the Cox Network Latency Service Level for COI Service is greater than fifty (50) Milliseconds in a calendar month, the available Service Credit equals Ten Percent (10%) of the MRC for the affected COI Services for any Network Latency in a calendar month.

(c) **Data Delivery Service Credit.** Data Delivery Rate, as it relates to COI Services, is defined by Cox as the percentage of packets delivered during a transmission between two RDCs on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network

("Data Delivery Rate"). The average monthly packet delivery is measured in percentage of packets delivered per One Hundred (100) and shall be Ninety-Nine and Nine-Tenths Percent (99.9%) or greater, averaged on a monthly basis. Non-delivery of packets due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Data Delivery Rate.

Network performance statistics and methodology related to the Cox Data Delivery Rate for COI Services are posted at the following location:

<https://www.cox.com/business/networking/svnpn.html>

If the Data Delivery Rate for COI Services in a calendar month is less than Ninety-Nine and Nine-Tenths Percent (99.9%), the available Service Credit equals Ten Percent (10%) of the MRC for portion of the affected COI Services for any Data Delivery Rate issues in a calendar month.

**6. Chronic Outage.** If three (3) or more separate times during a thirty (30) consecutive day period, the COI Services experience a COI Service Interruption for a period greater than eight (8) consecutive hours, ("Chronic Outage") subject to Section 9 below, Customer may terminate the affected circuit(s) without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section 6. Within thirty (30) days of the occurrence of the third Chronic Outage, Customer shall notify Cox in writing of its election to terminate the circuit(s) and the circuit(s) shall be terminated upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the third Chronic Outage, of its intent to terminate the circuit(s), then Customer shall be deemed to have waived its right to terminate the circuit(s) under this Section 6 until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section 6, neither party shall have any further rights, obligations, or liabilities to the other party with respect to such terminated affected circuit(s), except those accrued through the termination date, and that expressly survive termination of this Agreement.

**7. Customer Responsibilities / Trouble Reports.** Cox will maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customer to report COI Service troubles, including COI Service Interruptions, Network Latency, and Data Delivery Rate issues. Customer shall call Trouble Reports to the telephone number provided by Customer's local market sales representative. A "Trouble Report" means any report made by Customer to Cox relating to the COI Services or the equipment provided by Cox.

Cox will investigate the Trouble Report and assign a trouble ticket number. To qualify for any Service Credit(s), Customer must request, in writing, a Service Credit within thirty (30) calendar days of a qualifying Trouble Report. Cox will be the only party to determine (in its sole discretion) whether Cox has not met any of the SLA terms specified herein and whether a Service Credit is to be issued. Customer shall cooperate with Cox at all times in testing, determining and verifying that a qualifying COI Service Interruption, Network Latency, and/or Data Delivery Rate issue has occurred.

## **8. COI Service Installation Delays**

**(a) COI Service Installation and Availability.** Cox will make commercially reasonable efforts to install, provision and make the COI Services available for Customer's use within ten (10) business days of the installation date if explicitly defined in the Agreement, if any ("Estimated Install Date"). COI Service shall be deemed as available upon Cox's installation of the equipment and facilities necessary to provide Customer the COI Services.

**(b) Installation Delay Credit.** Cox shall provide Customer with an Installation Delay Credit if the COI Services are not available for Customer's use within ten (10) business days of the Estimated Install Date. In this event, Cox will provide an "Installation Delay Credit" of One Hundred Percent (100%) off the standard nonrecurring charge ("NRC") paid by Customer for the portion of the COI Service that was unavailable. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing COI Services to Customer.

**(c) Exceptions to Installation Delay Credits.** Installation Delay Credits shall not be provided for installation delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inabilities or difficulties of Cox to access Customer's premises; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; (iv) due to any delays in obtaining any necessary permits, licenses, pole attachment agreements, rights of way, or other access or property rights; (v) due to any causes addressed in Section 9; or (vi) due to Force Majeure events.

## **9. Exceptions and Limitations to Service Credit**

**(a) Exceptions.** Service Credits shall not be provided for any COI Service Interruptions or failures to meet the COI Service Availability, Data Delivery Rate, or Network Latency objectives, estimated restoration time, Estimated Install Date, or any other term specified in this SLA: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy or any misconduct or accident of the Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; (vii) due to Customer's failure to release the COI Service for testing and/or repair to Cox; or (viii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the COI Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages; (vii) delays in obtaining permits or other approvals from governmental authorities for construction or COI Services provisioning, or (viii) any other causes beyond the

reasonable control of Cox. In addition, Service Credits shall not apply (a) if Customer is entitled to any other available credits, compensation or remedies under the Agreement for the same COI Service Interruption, deficiency, degradation, delay, or issue (b) for COI Service Interruptions, deficiencies, degradations, delays, or issues not reported by Customer to Cox within a reasonable period of time, not to exceed thirty (30) days from when it started, (c) where Customer reports a COI Service Interruption, Network Latency and/or Data Delivery Rate issue, but Cox does not find any such issue, (d) to any Service locations served via a third party (i.e. Type-II site), or (e) to any service not provided under the Agreement even if the service is provided by a Cox affiliate or subsidiary. For any COI Service locations served via a third party, Cox may pass through any COI Service credits it receives from the third party associated with any COI Service Interruption not to exceed the Service Credit amount.

(b) Limitations. With respect to all Service Credits under this SLA, no Service Credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined Service Credits for Network Latency and Data Delivery Rate shall not exceed ten percent (10%) of the MRC for the affected COI Services. Furthermore, in any calendar month, Customer's combined Service Credits for any and all issues, including, without limitation, Network Latency, Data Delivery Rate, Service Interruptions, and Installation Delay Credits shall be no more than one (1) full MRC for the affected COI Services. The calculation of credits under this SLA are exclusive of any applicable taxes, fees, or surcharges charged to the Customer or collected by Cox. All claims for Service Credits must be initiated by the Customer and are subject to review and verification by Cox. Cox reserves the right to change or modify the SLA program rules and regulations at any time without notice. For the avoidance of doubt, Cox and Customer agree that Customer's sole and exclusive remedy for any COI Service Interruptions, installation delays, missed Data Delivery Rate, missed Network Latency, missed repair objectives, service degradations, or any other outages or issues related to the COI Services provided under the Agreement shall be strictly limited to the Service Credits or the Installation Delay Credit, as applicable, as set forth in this SLA.

**Cox Response**

**Exhibit B**

Sapulpa Public Schools  
511 E Lee  
Sapulpa, OK 74066  
IFCB ID: 220001116

Name of Vendor:	<u>Cox Oklahoma Telecom, LLC, "Cox Business"</u>
Name of Company Representative:	<u>Jack Bunds</u>
Business Address: Phone Number: SLD	<u>11811 E 51<sup>st</sup>St, Tulsa, OK 74146</u>
SPIN Number:	<u>918-286-4437</u>
	<u>143005575-Cox has current SPAC on all bids.</u>

Metro E Pricing  
For all sites

Metro Ethernet	Term	Install and/or OTC	Monthly Price
1Gb	5 Years Annual Options	\$0	\$550
2Gb	5 Years Annual Options	\$0	\$637
3Gb	5 Years Annual Options	\$0	\$715
4Gb	5 Years Annual Options	\$0	\$783
5Gb	5 Years Annual Options	\$0	\$842
10Gb	5 Years Annual Options	\$0	\$995



## Cox Metro-Ethernet and CloudPort Service Level Agreement

1. **Scope.** This Service Level Agreement (“SLA”) is incorporated into the Commercial Services Agreement or Master Services Agreement (“Agreement”) by and between Cox and the Customer, each as defined in the Agreement. The performance standards and service levels set forth in this SLA are Cox’s objectives with respect to the Cox Layer 2 VPN services which is inclusive of Cox Metro-Ethernet Service and Cox CloudPort Service (collectively, the “Layer 2 VPN Services”).

2. **Layer 2 VPN Services Description.**

- (a) **Layer 2 VPN Service Elements:** The Layer 2 VPN Services consists of a port (Metro-Ethernet Port or CloudPort respective to each Service’s particular branding) (“Port”), Ethernet Virtual Circuit (“EVC”), and a User to Network Interface (“UNI”). A UNI may be a Cox provided physical interface or a logical point of demarcation as defined by Cox.
- (b) **Network Segments:** For purposes of SLA, there are three defined network segments for the Layer 2 VPN Services:
- (i) **Core Network:** A provider edge router to provider edge router segment whose metrics consist of all EVCs within a given a geographic boundary for a multipoint service topology. Core network segment metrics for point to point service topologies are circuit specific measurements. Geographic boundaries include metro, state, regional and national as shown in Table 2.0 in Section 7.
  - (ii) **Access to Core:** A customer edge UNI to provider edge Core Network segment, commonly referred to as a “local loop”. Access to Core segment metrics are circuit specific measurements.
  - (iii) **Type-II:** Any portion of the Layer 2 VPN Services or circuits obtained by Cox from third party carriers are not subject to any Service Quality (as defined below) or any other SLA terms.
- (c) **Service Topology:** Services are configured in either a multipoint (ELAN) or a point to point (ELINE) configuration.
- (d) **“End to End” SLA:** For purposes of “End to End” SLA Service calculation for Metro-Ethernet Services, the concatenation of access to core, core network and access to core can be used. Specifically:
- “End to End” Delay = Access to core Delay + Core Delay + Access to core Delay
  - “End to End” DDR = Access to core DDR \* Core DDR \* Access to core DDR
  - “End to End” Jitter = Higher value Jitter metric for either Access to core Jitter or Core Jitter

For purposes of SLA Service calculation for CloudPort Service, the concatenation of access to core and core network can be used. Specifically:

- “End to End” Delay = Access to core Delay + Core Delay
- “End to End” DDR = Access to core DDR \* Core DDR
- “End to End” Jitter = Higher value Jitter metric for either Access to core Jitter or Core Jitter

3. **Layer 2 VPN Service Availability.** “Layer 2 VPN Service Availability” is defined by Cox as the ability to send or receive Ethernet Service Frames via a given Port inclusive of the local loop and UNI. Cox’s objective is to make the Port available for Customer’s as set forth in Table 2.0 in Section 7 with respect to the Cox Network Core and Access to the Core. This parameter is calculated by dividing the number of minutes a Port is available for Customer’s use by the total number of minutes in any calendar month and multiplying by one hundred (100). Unavailability of the Layer 2 VPN Services due to the reasons or causes set forth in Section 11 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Layer 2 VPN Service Availability objective. For example, if a Port experiences an outage for one (1) day due to a Force Majeure event, and otherwise experiences no other outage or Service Interruption during the applicable month, Cox will be deemed to have met the Layer 2 VPN Service Availability performance objective and no Service Credit(s) (as defined below) will be provided.

4. **Layer 2 VPN Service Interruption.** A “Layer 2 VPN Service Interruption” is an interruption of a Port (“Affected Port”) that results in the total disruption of the Layer 2 VPN Services delivered over the Affected Port beyond the Layer 2 VPN Service Availability level. Any Layer 2 VPN Service Interruption, outage, degradation of Layer 2 VPN Service, or failure to meet any objective stated in this SLA is not a default or breach under the Agreement, but may entitle Customer to a Service Credit (as defined below) for a qualifying Layer

2 VPN Service Interruption. A Layer 2 VPN Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox's Network Operations Center ("NOC") under the methods and procedures set forth in Section 9 of this SLA and ends when Cox restores the Layer 2 VPN Services to Customer.

5. **Service Interruption Credits.** The available "Service Credit" for a Layer 2 VPN Service Interruption is identified in the table below as a percentage of the monthly recurring charge ("MRC") associated with the Affected Port experiencing a qualifying Layer 2 VPN Service Interruption. Service Credits are not cumulative (e.g. if a qualifying Layer 2 VPN Service Interruption lasted 20 hours, Customer will receive a Service Credit equal to 20% of the MRC for the portion of the Layer 2 VPN Services experiencing a Layer 2 VPN Service Interruption, but Customer does not also receive a separate Service Credit for the "≥30 min. to <4 hours", "≥ 4 hours to < 8 hours" and "≥ 8 hours to < 16 hours" timeframes identified in the table below). The amount of the Service Credit shall be as follows:

**Table 1.0**  
**Cox – Layer 2 VPN Services**

<i>Layer 2 VPN Services Interruption Length</i>	<i>Credit of the MRC for the portion of Affected Port experiencing a Layer 2 VPN Service Interruption</i>
≥ 30 min. to < 4 hours	5% of MRC
≥ 4 hours to < 8 hours	10% of MRC
≥ 8 hours to < 16 hours	15% of MRC
≥ 16 hours to < 24 hours	20% of MRC
≥ 24 hours	25% of MRC

6. **Chronic Outage.** If three (3) or more separate times during a thirty (30) consecutive day period, an Affected Port experiences a Layer 2 VPN Service Interruption for a period greater than eight (8) consecutive hours, ("Chronic Outage"), subject to Section 11 below, Customer may terminate the Affected Port(s) without charge or payment of any termination charges otherwise provided in the Agreement, provided Customer complies with the notification process described in this Section 6. Within thirty (30) days of the occurrence of the third Chronic Outage, Customer shall notify Cox in writing of its election to terminate the Affected Port(s) and the Affected Port(s) shall be terminated upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the third Chronic Outage, of its intent to terminate the Affected Port(s), then Customer shall be deemed to have waived its right to terminate the Affected Port(s) under this Section 6 until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section 6, neither party shall have any further rights, obligations, or liabilities to the other party with respect to such terminated Affected Port(s), except those accrued through the termination date, and that expressly survive termination of this Agreement.

7. **Service Quality.** "Service Quality" is defined as the measurement of network performance characteristics which include, Latency, Data Delivery Ratio and Jitter (each as defined below for both the Network Core and Access to the Core). Service Quality is influenced by both the distance classification of the offering and the Class of Service ("CoS") provisioned and are measured for a given network segment. Measurement is only included for "in-profile" (conform to the performance attributes of the Layer 2 VPN Services) at both the ingress and egress UNIs of any given EVC. All "Service Quality" metrics in this Section 7 are objectives only.

**Service Quality Measurement Network Segments:**

**(a) Core Network Measurements:**

- (i) "Core Latency", as it relates to the Layer 2 VPN Services, is a measure of Cox Network Core delay within a given network segment, region or distance band, as the average round trip interval of time it takes during the applicable calendar month for Ethernet Service Frame to transverse between all selected pairs of Cox network nodes within a given Network Core region. The Core Latency objective designated by CoS traffic is set forth in Table 2.0, averaged on a monthly basis.
- (ii) Core Data Delivery Ratio ("Core DDR"), as it relates to the Layer 2 VPN Services, is the average round trip data delivery percentage for a given Network Core segment, calculated by dividing data received by data delivered and multiplying by 100. Data delivered is the number of Ethernet Service Frames delivered in a given calendar month by Cox from an ingress router at a Cox network device in the given Network Core segment for delivery to an egress router at another specific Cox network node in the region and returned to the same ingress router. The Core DDR objective designated by CoS traffic is set forth in Table 2.0, averaged on a monthly basis.
- (iii) "Core Jitter", as it relates to the Layer 2 VPN Services, is a measure of the Cox Ethernet Service Frames delay variation within a given Network Core region during a given calendar month, as is the average difference in the interval of time for selected pairs of Ethernet Service Frames that transverse between pairs of Cox network nodes in a given core network segment. The Core Jitter objective designated by CoS is set forth in Table 2.0, averaged on a monthly basis.

**(b) Access to Core Network Measurements:**

- (i) “Access Latency” as it relates to the Layer 2 VPN Services, is the time elapsed from when the first bit of an Ethernet Service Frame enters the UNI to when the last bit returns to the same UNI after the Ethernet Service Frame has transversed the Access to Core network on a round trip basis. The Access Latency objective designated by CoS is set forth in Table 2.0, averaged on a monthly basis.
- (ii) Access Data Delivery Ratio (“Access DDR”), as it relates to the Layer 2 VPN Services, is the percentage of Ethernet Service Frames that successfully traverse the Access to Core network segment on a round trip basis. The Access DDR objective designated by CoS is set forth in Table 2.0, averaged on a monthly basis.
- (iii) “Access Jitter” as it relates to the Layer 2 VPN Services, is a measure of the Cox Ethernet Service Frame delay variation within an Access to Core network segment during a given calendar month, and is the average difference in the interval of time for selected pairs of Ethernet Service Frames that transverse the Access to Core network segment on a round trip basis. The Access Jitter objective designated by CoS is set forth in Table 2.0, averaged on a monthly basis.

**(c) Service Quality Objectives (“Table 2.0”).** The following table sets forth Cox network objectives for Layer 2 VPN Service Availability, Data Delivery Ratio, Latency and Jitter for four (4) regional classifications and three (3) access to core network segments objectives based upon CoS:

Table 2.0

Network Segment	Region / Distance band	CoS	Service Availability	Data Delivery Ratio (two way)	Latency (two way)	Jitter (two way)
Access to Core	Fiber based VPN access	Real Time	99.99% ( < 4 min/mo)	99.9%	10 ms.	2 ms.
		Interactive			12 ms.	3 ms.
		Priority Data			16 ms.	N/A
		Best Effort			N/A	N/A
	HFC based VPN access	Priority Data	99.9% ( < 43 min/mo)	99.75%	16 ms.	N/A
TYPE II	Priority Data	99.9% ( < 43 min/mo)	N/A	N/A	N/A	
Network Core	Metro (<155 miles)	Real Time	99.995% ( < 2 min/mo)	99.99%	10 ms.	2 ms.
		Interactive			12 ms.	3 ms.
		Priority Data			16 ms.	N/A
		Best Effort			N/A	N/A
	State (<400miles)	Real Time	99.995% ( < 2 min/mo)	99.99%	20 ms.	2 ms.
		Interactive			22 ms.	3 ms.
		Priority Data			26 ms.	N/A
		Best Effort			N/A	N/A
	Regional (<755miles)	Real Time	99.995% ( < 2 min/mo)	99.99%	30 ms.	2 ms.
		Interactive			32 ms.	3 ms.
		Priority Data			36 ms.	N/A
		Best Effort			N/A	N/A
National (<4,349miles)	Real Time	99.99% ( < 4 min/mo)	99.985%	50 ms.	2 ms.	
	Interactive			52 ms.	3 ms.	
	Priority Data			56 ms.	N/A	
	Best Effort			N/A	N/A	

**8. Layer 2 VPN Service Response and Resolution.** In the event Cox receives a Trouble Report (defined below) from Customer, Cox will initiate action to clear the trouble within approximately thirty (30) minutes. If the Trouble Report is the result of an electronic component failure, the estimated restoration time is four (4) hours. If the Trouble Report is the result of a cable or fiber failure or any other issue, the estimated restoration time is eight (8) hours.

**9. Customer Responsibilities / Trouble Reports.** Cox will maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customer to report Layer 2 VPN Service issues, including troubles, outages or Layer 2 VPN Service Interruptions. Customer shall call Trouble Reports to the telephone number provided by Customer’s local market sales representative. A “Trouble Report” means any report made by Customer relating to the Layer 2 VPN Services or the equipment provided by Cox.

Cox will investigate the Trouble Report and assign a trouble ticket number. To qualify for any Service Credit(s), Customer must request, in writing, a Service Credit within thirty (30) calendar days of a qualifying Trouble Report. Cox will be the only party to determine (in its sole discretion) whether Cox has not met any of the SLA terms specified herein and whether a Service Credit is to be issued. Customer shall cooperate with Cox at all times in testing, determining and verifying that a qualifying Layer 2 VPN Service Interruption or other issue related to this SLA has occurred.

**10. Layer 2 VPN Service Installation Intervals.**

- (a) Layer 2 VPN Service Installation and Availability. Cox will make commercially reasonable efforts to install, provision and make the Layer 2 VPN Services available for Customer's use within ten (10) business days of the installation date if explicitly defined in the Agreement, if any ("Estimated Install Date"). Layer 2 VPN Service shall be deemed as available upon Cox's installation of the equipment and facilities necessary to provide Customer the Layer 2 VPN Services.
- (b) Installation Delay Credit. Cox shall provide Customer with an Installation Delay Credit if the Layer 2 VPN Services are not available for Customer's use within ten (10) business days of the Estimated Install Date. In this event, Cox will provide an "Installation Delay Credit" of One Hundred Percent (100%) off the standard nonrecurring charge ("NRC") paid by Customer for the portion of the Layer 2 VPN Service that was unavailable. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing Layer 2 VPN Services to Customer.
- (c) Exceptions to Installation Delay Credits. Installation Delay Credits shall not be provided for installation delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inabilities or difficulties of Cox to access Customer's premises; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; (iv) due to any delays in obtaining any necessary permits, licenses, pole attachment agreements, rights of way, or other access or property rights; (v) due to any causes addressed in Section 11; or (vi) due to Force Majeure events.

**11. Exceptions and Limitations to Service Credit.**

- (a) Exceptions. Service Credits shall not be provided for any Layer 2 VPN Service Interruptions or failures to meet the Layer 2 VPN Service Availability, Service Quality objectives, estimated restoration time, Estimated Install Date, or any other term or objective specified in this SLA: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy or any misconduct or accident of the Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; (vii) due to Customer's failure to release the Layer 2 VPN Service for testing and/or repair to Cox; or (viii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the Layer 2 VPN Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages; (vii) delays in obtaining permits or other approvals from governmental authorities for construction or Layer 2 VPN Services provisioning, or (viii) any other causes beyond the reasonable control of Cox. In addition, Service Credits shall not apply (a) if Customer is entitled to any other available credits, compensation or remedies under the Agreement for the same Layer 2 VPN Service Interruption, Service Quality issue, deficiency, degradation, delay, or any other issue (b) for Layer 2 VPN Service Interruptions, Service Quality issues, deficiencies, degradations, delays, or issues not reported by Customer to Cox within a reasonable period of time, not to exceed thirty (30) days from when it started, (c) where Customer reports a Layer 2 VPN Service Interruption, Service Quality, or any other issue or failure of Cox to meet any other objective in this SLA, but Cox does not find any such issue, (d) to any Service locations served via a third party (i.e. Type-II site), or (e) to any service not provided under the Agreement even if the service is provided by a Cox affiliate or subsidiary. For any Layer 2 VPN Service locations served via a third party, Cox may pass through any Layer 2 VPN Service credits it receives from the third party associated with any Layer 2 VPN Service Interruption not to exceed the Service Credit amount.
- (b) Limitations. With respect to all Service Credits under this SLA, no Service Credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined Service Credits for any and all issues and any failure to meet any objective in this SLA, including, without limitation, Layer 2 VPN Service Interruptions, Service Quality issues, and Installation Delay Credits shall be no more than one (1) full MRC for the affected Layer 2 VPN Services. The calculation of credits under this SLA are exclusive of any applicable taxes, fees, or surcharges charged to the Customer or collected by Cox. All claims for Service Credits must be initiated by the Customer and are subject to review and verification by Cox. Cox reserves the right to change or modify the SLA program rules and regulations at any time without notice. For the avoidance of doubt, Cox and Customer agree that Customer's sole and exclusive remedy for any Layer 2 VPN

Service Interruptions, installation delays, Service Quality issues, missed repair objectives, service degradations, or any other outages or issues related to the Layer 2 VPN Services provided under the Agreement shall be strictly limited to the Service Credits or the Installation Delay Credit, as applicable, as set forth in this SLA.

# CONTRACT FOR E-RATE PRODUCTS AND/OR SERVICES FY2022-23

APPLICANT		PROVIDER	
Organization	Sapulpa Public Schools	Company Name	Next Step Innovation
Contact Name	James Lawrence	Contact Name	Rich Benson
Contact Email	jlawrence2@sapulpaps.org	Contact Email	<a href="mailto:rich_benson@nextstepinnovation.com">rich_benson@nextstepinnovation.com</a>
Address	511 East Lee	Address	703 Hwy 80 W
City, ST, Zip	Sapulpa, OK 74066	City, ST, Zip	Clinton, MS 39056
USAC BEN	140102	USAC SPIN	220001208
FCC Form 470 #	220016644	Bid #	NSQ43260
E-Rate RFP #	Sapulpa OK RFP 2223 C2 Switches	Bid Amount \$	\$31,075.95
Number of annual renewals allowed for this agreement:		Initial one year with up to four renewals.	

## SERVICES

The Provider agrees to provide to the Applicant the products and/or services as specified in the Provider’s Bid and incorporated with the Applicant’s E-Rate RFP and FCC Form 470 as listed above.

## RECITALS

Pursuant to the Schools and Libraries Universal Services Support Mechanism (E-Rate) contained in the Universal Service Provisions of the Telecommunications Act of 1996 [47 U.S.C. § 254. Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) (“1996 Act”)], Applicant advertised for certain products and services. Provider submitted a bid to provide same. In accordance with the requirements of the regulations implementing the Act, Applicant considered the bid and determined that it should be accepted. The parties are now ready to enter into a contract for the furnishing of such products and/or services and they set their agreement in writing as follows:

## AGREEMENT

For and in consideration of the payment of the sums of money specified herein, together with other good and valuable consideration, Provider does hereby agree to furnish, and Applicant does hereby agree to accept and pay the discounted price for the products and/or services bid.

The term of this contract shall commence (a) on or after July 1, 2022 and shall terminate on June 30, 2023 for recurring services or (b) on or after April 1, 2022 and shall terminate on September 30, 2023 for non-recurring services. The contract expiration for non-recurring services shall be automatically extended to align with SLD authorized extensions due to late funding and changes in products and/or services approved on or after March 1st. This agreement may be extended annually and voluntarily by mutual written ratification up to the number of renewals listed above. The Applicant must issue a written notice to proceed to the Provider prior to commencement of service, delivery or installation. The Applicant is under no obligation to pay if the Provider commences work without the Applicant’s written notice to proceed.

If the Schools and Libraries Division (“SLD”), Administrator of the Universal Services Support Mechanism, or its successor, should fail to approve all of or any part of the products and services covered by this contract, the Applicant shall have the right, at its option, to cancel this contract, as to that part of the products and services disallowed for discount pricing. If, after approval of discount funding by SLD or its successor, Applicant’s governing board should fail to approve all of or any part of the products and services covered by this contract, the Applicant shall have the right, at its option, to cancel this contract as to that part of the products and services disallowed by the governing board. The total costs of the products and services shall not exceed the Bid Amount. In no circumstances shall Applicant be liable for an amount exceeding the Applicant’s non-discount share unless Applicant’s governing board specifically waives this provision in writing.

**For Applicant:**

**For Provider:**

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

*Lanny Edgar*

\_\_\_\_\_  
Provider Signature

03/01/22

\_\_\_\_\_  
Date

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

Lanny Edgar

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

CFO

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

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



**BLEDSON, HEWETT & GULLEKSON**  
CERTIFIED PUBLIC ACCOUNTANTS, PLLLP

Eric M. Bledsoe, CPA  
Jeffrey D. Hewett, CPA  
Christopher P. Gullekson, CPA

P.O. BOX 1310 • 121 E. COLLEGE ST. • BROKEN ARROW, OK 74013 • (918) 449-9991 • (800) 522-3831 • FAX (918) 449-9779

March 31, 2022

Dear Administrator:

Attached is a digital copy of your 2022-23 Application for Temporary Appropriations.

Please print 2 copies and have the Application for Temporary Appropriations approved at your next board meeting and have both copies signed by the board president and board clerk. Submit both copies to the County Clerk, who will present them to the County Excise Board for approval. You should receive the approved application back from the County Clerk prior to June 30, 2022.

After the amounts are approved by the Excise Board, enter the appropriate amounts into your computer when you begin your 2022-23 fiscal year and retain these forms in your budget files.

The amounts shown as 2022-23 temporary appropriations are **estimates** based on your Fiscal Year 2021-22 Estimate of Needs.

- If you will have additional funds (such as a co-op fund) in the 2022-23 fiscal year that are not included on this application, **you can add a temporary appropriation amount for the fund on the enclosed form.**
- If an existing amount seems excessive or small, **you can simply white-out the amount and type in an appropriate number.**
- Please keep in mind these amounts are '**temporary**' and will only be used until your estimate of needs is approved.
- Reminder: You no longer need to publish this document.

Please contact our office if you have any questions or need further assistance.

Respectfully,

Eric, Jeff & Chris

**APPLICATION FOR TEMPORARY APPROPRIATIONS**

WHEREAS: The needs of the Board of Education of Sapulpa Public Schools District No. I-33 of Creek County, require the immediate approval of temporary appropriations for the fiscal year 2022-2023:

NOW, THEREFORE, BE IT RESOLVED, that the County Excise Board of Creek County be requested to approve temporary appropriations to the extent of and not to exceed one hundred per cent (100%) of the total estimated funds available to said Board as follows:

REQUESTED APPROPRIATIONS

General Fund	
Current expense	\$ <u>32,326,194</u>
Building Fund	\$ <u>1,026,708</u>
Child Nutrition Fund	\$ <u>1,579,464</u>
Co-op Fund	\$ <u>0</u>

APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

THE BOARD OF EDUCATION

<u>Sapulpa Public Schools</u>	<u>I-33</u>
(Name of School District)	No.

CREEK, COUNTY, OKLAHOMA

ATTEST:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
President

APPROVED by the Creek County Excise Board the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

THE COUNTY EXCISE BOARD

CREEK, COUNTY, OKLAHOMA

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

**Sapulpa Public Schools  
Capacity Levels & Availability**

School Site	Grade Level	Capacity	Enrollment	Slots Available
Freedom Elementary	PreK	60	60	0
Freedom Elementary	Kindergarten	60	68	0
Freedom Elementary	1st	60	65	0
Freedom Elementary	2nd	60	60	0
Freedom Elementary	3rd	40	61	0
Freedom Elementary	4th	60	71	0
Freedom Elementary	5th	40	48	0
Holmes Park Elementary	PreK	60	72	0
Holmes Park Elementary	Kindergarten	80	101	0
Holmes Park Elementary	1st	100	111	0
Holmes Park Elementary	2nd	100	106	0
Holmes Park Elementary	3rd	80	103	0
Holmes Park Elementary	4th	80	84	0
Holmes Park Elementary	5th	80	82	0
Liberty Elementary STEM Academy	PreK	20	22	0
Liberty Elementary STEM Academy	Kindergarten	20	25	0
Liberty Elementary STEM Academy	1st	40	31	9
Liberty Elementary STEM Academy	2nd	40	37	3
Liberty Elementary STEM Academy	3rd	40	40	0
Liberty Elementary STEM Academy	4th	40	36	4
Liberty Elementary STEM Academy	5th	40	41	0
Jefferson Heights Elementary	PreK	40	38	2
Jefferson Heights Elementary	Kindergarten	40	44	0
Jefferson Heights Elementary	1st	40	52	0
Jefferson Heights Elementary	2nd	40	57	0
Jefferson Heights Elementary	3rd	40	56	0
Jefferson Heights Elementary	4th	40	53	0
Jefferson Heights Elementary	5th	40	42	0
Sapulpa Middle School	6th	250	247	3
Sapulpa Middle School	7th	250	259	0
Sapulpa Junior High	8th	265	261	4
Sapulpa Junior High	9th	350	335	15
Sapulpa High School	10th	340	327	13
Sapulpa High School	11th	270	261	9
Sapulpa High School	12th	280	289	0
<i>*Updated 3/28/2022</i>				

# PERSONNEL REPORT

April 11, 2022

## SUPPORT PERSONNEL REPORT

### EMPLOYMENT

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
None		

### STIPENDS

<u>Name</u>	<u>Extra-Duty/Stipend</u>
Bryce Hailey	Interim E-Sports Coach/\$750
Gionni Harris	Interim E-Sports Coach/\$750
Lacey Jones	After School Tutoring/\$25 hr
Cindy Tyler	After School Tutoring/\$25 hr
Amanda Castleberry	After School Tutoring/\$25 hr

### CHANGE OF STATUS

<u>Name</u>	<u>From</u>	<u>To</u>	<u>Effective Date</u>
None			

**TRANSFERS**

<b><u>Name</u></b>	<b><u>From</u></b>	<b><u>To</u></b>	<b><u>Effective Date</u></b>
None			

**FMLA LEAVE REQUEST**

<b><u>Name</u></b>	<b><u>Position</u></b>	<b><u>Reason</u></b>	<b><u>Effective Date</u></b>
None			

**RESIGNATIONS/RETIREMENTS**

<b><u>Name</u></b>	<b><u>Position</u></b>	<b><u>Effective Date</u></b>
Emily Roberts	Teacher Assistant	March 10, 2022
Cynthia Hartin	Paraprofessional	March 21, 2022
Madysn Bridgeford	Teacher Assistant	April 1, 2022

**TERMINATIONS**

<b><u>Name</u></b>	<b><u>Position</u></b>	<b><u>Effective Date</u></b>
None		



# PERSONNEL REPORT

April 11, 2022

## CERTIFIED PERSONNEL REPORT

### EMPLOYMENT

#### FIRST-YEAR TEMPORARY CONTRACTS

(Positions/duties subject to assignment by the Superintendent.)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
None		

### EXTRA DUTY ASSIGNMENTS/STIPENDS

<u>Name</u>	<u>Extra-duty Assignment/Stipend</u>
List of Names on Added Attachment to Personnel	After School Tutoring Program/\$35 hr

### REMOVAL OF EXTRA DUTY ASSIGNMENTS/STIPENDS

<u>Name</u>	<u>Extra-duty Assignment/Stipend</u>
Deanna Hayes	STUCO Sponsor HS/\$1,000

### CHANGE OF STATUS

<u>Name</u>	<u>From</u>	<u>To</u>	<u>Effective Date</u>
John Kitchen	MIP 2021 \$65,689.92	MIP 2022 \$67,333.92	January 01, 2022

### TRANSFER

<u>Name</u>	<u>From</u>	<u>To</u>	<u>Effective Date</u>
None			

### FMLA REQUEST

<u>Name</u>	<u>Position</u>	<u>Reason</u>	<u>Effective Date</u>
Renee Ensign	Teacher	Maternity	May 12, 2022

### RESIGNATIONS

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
Bonesha Bruner	Teacher	March 18, 2022
Jessica Tipton	Teacher	March 18, 2022
Tamara Andrews	Teacher	June 30, 2022
Emelia Gooch	Teacher	June 30, 2022
Lindsey Humphries	Teacher	June 30, 2022
Laura Beverley	Teacher	June 30, 2022
Michale Stanley	Counselor	June 30, 2022

#### **4.11.2022 After School Tutoring Program**

Roland Goodwin (JH)	Derek Waits (JH)
Stephanie Greenfeather (JH)	Abigail Colvin (JH)
Carmen Taylor (JH)	Erin Niccum (JH)
Margaret Surber (JH)	Natalie Fielden (FRE)
Carissa Fuchs (FRE)	Caren Coddling (FRE)
Amber Moore (FRE)	Valerie Buck (FRE)
Alicia Gustafson (FRE)	Sandy Steenson (FRE)
Lori Reed (LIB)	DeEllen Bush (LIB)
Crissa Gantz (LIB)	Stefanie Gilbert (LIB)
Barbara Brown (LIB)	Laura Beverley (JHE)
Christie Hurst (JHE)	Nichell Searcy (JHE)
Meredith Espinoza (JHE)	Erin Muniz (JHE)
Allison Ruth (SMS)	Terra Rhoads (SMS)
Shelby Cinanant (SMS)	Allison Parks (SMS)
Matthew Strait (SMS)	Alexandria West (SMS)
Kelly Geiger (SMS)	Heather Farris (SMS)
Dustyn Nail (SMS)	Patty King (SMS)
Kelsey Girty (JH)	