

AGENDA
Sapulpa Public Schools
Regular Virtual and Physical Meeting
Washington Administration Center Board Room
511 E Lee
Sapulpa, OK 74066
Monday, August 8, 2022 at 12:00 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 American Flag.
- II. Formal Adoption of the Agenda
 - A. Motion, discussion, and vote on motion to formally adopt the Agenda.
- III. Consent Agenda
 - A. Approval of the Board Meeting Minutes.
 - 1. 7.11.2022-Regular BOE Meeting
 - B. Approval of the 2022-23 General Fund Purchase Order Encumbrance numbers 81 through 218.
 - C. Re-Approval of General Fund Purchase Order number 31 for an increase.
 - D. Approval of the 2022-23 Building Fund Purchase Order Encumbrance numbers 20 through 70.
 - E. Approval of the 2022-23 Child Nutrition Fund Purchase Order Encumbrance numbers 1 through 13.
 - F. Approval of 2022-23 Bond Fund 31 Purchase Order Encumbrance number 1.
 - G. Approval of 2022-23 Bond Fund 32 Purchase Order Encumbrance numbers 1 through 5.
 - H. Approval of the monthly financial reports of the School Activity Funds account.
 - I. Approval of the Treasurer's Report on the status of Funds and Investments.
 - J. Approval of the 2022-23 Drop-Out Recovery Joint Agreement with Central Tech.
 - K. Approval of the 2022-23 Central Tech Academic Course lists.
 - L. Approval of the 2022-23 CCOSA District Level Services Agreement with Sapulpa Public Schools.
 - M. Approval of the 2022-23 School-Based Health Services Participation Agreement between OSDE and Sapulpa Public Schools.
 - N. Approval of the 2022-23 Tulsa Community College Dual Credit/Concurrent Enrollment MOU.
 - O. Approval of the 2022-23 PLTW (Project Lead the Way) Agreement.

- P. Approval of 2022-23 Muscogee (Creek) Nation Head Start MOA with Sapulpa Public Schools.
- Q. Approval of the 2022-23 MOU between Oklahoma State University Professional Education Unit and Sapulpa Public Schools for Field Clinical Experiences.
- R. Approval to renew the SRO Agreement between Sapulpa Public Schools and the City of Sapulpa Police Department.
- S. Approval to renew the 2022-23 Imperial vending contract for Sapulpa Public Schools.
- T. Approval to renew the 2022-23 SchoolSpace Subscription Agreement between Venyooz and SPS.
- U. Approval of the Addendum to the July 2021 Cintas Facilities Solution Agreement.
- V. To approve the removal of Steve McCormick and the addition of Wayne Richards as a signatory on all American Heritage Bank Accounts.
- W. Approve receipt of donations from the Ping Booster Club to be paid through payroll to Molly Heritage for choreography services.
- X. Approval of the 2022-23 GoFan Digital Tickets Sales Agreement between Huddle Tickets, LLC and Sapulpa Public Schools.
- Y. Approval of 2022-23 IF NOT FOR THEM, LLC Location Agreement and Materials Release with Sapulpa Public Schools.
- Z. Approval of the 2022-23 Student Athletic Trainers Clinical Rotation Agreement between The University of Tulsa and Sapulpa High School.
- AA. Approval of the 2022-23 Agreement between Parchment and Sapulpa High School for District Records Management.
- BB. Approval of Sapulpa Public School's decision to choose the ACT for our College and Career Readiness Assessment.
- CC. Approval of the Instructional Calendar to be based upon 1,080 hours for the 2022-23 school year as required annually.
- DD. Approval of the 2022-23 Child Nutrition Adult Meal Prices as per attachment.
- EE. Approval of a generous donation from Waste Management in the amount of \$1,000 to be deposited into the Activity Fund.
- FF. Approval of a generous donation from TTCU in the amount of \$5,500 to be deposited in the General Fund account.
- GG. Approval of Fundraisers as per attachment.
- IV. Hearing from the Public
- V. Information & Discussion Items
 - A. Superintendent Comments
- VI. Action Items
 - A. Discussion, motion, and vote on a motion to approve/disapprove modification to Policy 941 Armed School Employees to add a retired peace officer as an approved employee.
 - B. Discussion, motion, and vote on a motion to authorize the Director of Safety and Security as a retired peace officer, the authority under Policy 941 to be an armed school employee.

- C. Discussion, motion, vote on a motion to approve/disapprove Student Handbooks, second read.
 - 1. Sapulpa High School
 - 2. Bartlett Academy
 - 3. Virtual Secondary Handbook
 - 4. Sapulpa Jr. High School
 - 5. Sapulpa Middle School
 - 6. Sapulpa Elementary Schools
 - 7. Virtual Elementary Handbook
 - D. Discussion, motion, and vote on a motion to approve/disapprove the award for Architectural Services related to the design, bidding, and construction of the Sapulpa Public Schools High School/Junior High project; and authorize the Superintendent of Schools to negotiate the terms of the contract. The total cost to the District will be 5.75% of the cost of the work and will be paid with the 2023 Bond Series.
 - E. Proposed Executive Session to discuss Personnel listed, and the employment contract of Rob Armstrong, Superintendent of Schools, as authorized by 25 O.S. Section 307 (B)(1) and (B)(7) 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.
 - F. Personnel
 - 1. Vote to approve/disapprove Employing Personnel as per attachment.
 - 2. Discussion, motion, and vote on a motion for the Board to take any action the Board deems appropriate in regard to the current employment contract of the Superintendent of Schools.
 - 3. Vote to accept Resignations received since the last board meeting.
- VII. Adjournment

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

Monday, July 11, 2022 12:00 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.

2nd Vice President Larry Hoover called the meeting to order at 12 pm. Assistant Superintendent Johnny Bilby lead the Pledge of Allegiance.

II. Reorganization of the Board of Education.

II.A. Discussion, motion, and vote on a motion to approve or disapprove the reorganization of the Board of Education with the election of the Board President.

To approve the reorganization of the Board of Education with the election of Wayne Richards as the Board President passed with a motion by Melinda Ryan and a second by Sarah Havenstrite.

Sarah Havenstrite: Yea

Larry Hoover: Yea

Steve McCormick: Absent

Wayne Richards: Absent

Melinda Ryan: Yea

Yea: 3, Nay: 0, Absent: 2

II.B. Discussion, motion, and vote on a motion to approve or disapprove the reorganization of the Board of Education with the election of the First Vice President.

To approve the reorganization of the Board of Education with the election of Larry Hoover as the First Vice President passed with a motion by Melinda Ryan and a second by Sarah Havenstrite.

Sarah Havenstrite: Yea

Larry Hoover: Yea

Steve McCormick: Absent

Wayne Richards: Absent

Melinda Ryan: Yea

Yea: 3, Nay: 0, Absent: 2

II.C. Discussion, motion, and vote on a motion to approve or disapprove the reorganization of the Board of Education with the election of the Second Vice President.

To approve the reorganization of the Board of Education with the election of Melinda Ryan as the Second Vice President passed with a motion by Larry Hoover and a second by Sarah Havenstrite.

Sarah Havenstrite: Yea
Larry Hoover: Yea
Steve McCormick: Absent
Wayne Richards: Absent
Melinda Ryan: Yea
Yea: 3, Nay: 0, Absent: 2

III. Formal Adoption of the Agenda

III.A. Motion, discussion, and vote on motion to formally adopt the Agenda.

To formally adopt the Agenda passed with a motion by Melinda Ryan and a second by Sarah Havenstrite.

Sarah Havenstrite: Yea
Larry Hoover: Yea
Steve McCormick: Absent
Wayne Richards: Absent
Melinda Ryan: Yea
Yea: 3, Nay: 0, Absent: 2

IV. Consent Agenda

IV.A. Approval of the 6.13.2022 Board Meeting Minutes.

IV.B. Approval of the 2021-22 General Fund Purchase Order Encumbrance numbers 969 through 983.

IV.C. Reapproval of the 2021-22 General Fund Purchase Order Encumbrance number 968.

IV.D. Approval of the 2021-22 Building Fund Purchase Order Encumbrance numbers 244 through 248.

IV.E. Approval of the 2021-22 Child Nutrition Purchase Order Encumbrance numbers 94 through 96.

IV.F. Approval of 2021-22 Bond Fund 31 Purchase Order Encumbrance numbers 26 and 27.

IV.G. Approval of 2021-22 Bond Fund 32 Purchase Order Encumbrance numbers 57 through 59.

IV.H. Approval of the 2022-23 General Fund Purchase Order Encumbrance numbers 1 through 80.

IV.I. Approval of 2022-23 Building Fund Purchase Order Encumbrance numbers 1 through 19.

IV.J. Approval of the monthly financial reports of the School Activity Funds account.

IV.K. Approval of the Treasurer's Report on the status of Funds and Investments.

IV.L. Approval of designating American Heritage Bank as the depository bank for Sapulpa Public Schools appropriated funds and Activity Accounts with First United Bank.

IV.M. Approval for the renewal of lease-purchase for Collins Stadium Video Board, \$296,496.31, with American Heritage Bank, for the fiscal year ending on June 30, 2023. This year's payment of \$79,175.00 will be the second of five annual payments encumbered from Bond Fund 31.

IV.N. Approval for renewal of lease-purchase for Chieftain Center Video Board, \$251,272.41, with American Heritage Bank, for the fiscal year ending on June 30, 2023. This year's payment of \$67,094.00 will be the second of five annual payments encumbered from Bond Fund 31.

IV.O. Approval of the 2022-23 Child Nutrition Bread Bids.

IV.P. Approval of the 2022-23 Child Nutrition Milk and Juice Bid.

IV.Q. Approval of the 2022-23 Child Nutrition Produce Bid.

IV.R. Approval of the 2022-23 Child Nutrition Prime Vendor Recommendation.

IV.S. Approval of 2022-23 Daybreak Family Services Letter of Agreement with Sapulpa Public Schools.

IV.T. Approval of 2022-23 renewal of Youth Services of Creek County MOA with Sapulpa Public Schools.

IV.U. Approval of 2022-23 renewal of CREOKS MOU with Sapulpa Public Schools.

IV.V. Approval of the 2022-23 Buy Board National Purchasing Cooperative Interlocal Participation Agreement.

IV.W. Reapproval of the 2022-23 Lone Star Co-Op Application to add Baseball.

IV.X. Approval of 2022-23 Legal Contract with Stacey Berry, McKinney-Vento (Liaison) consultant services.

IV.Y. Approval of 2022-23 Addendum to the TherapyWorks contract to add new mileage rates effective July 1, 2022.

IV.Z. Approval of 2022-23 Imagine Language & Literacy Reusable License quote.

IV.AA. Approval of 2022-23 Tiger Inc. Natural Gas Purchase Agreement with Sapulpa Public Schools.

IV.AB. Approval of 2022-23 Oklahoma Department of Career and Technology Education Contract for Secondary Career and Technology Education Program(s) with Sapulpa Public Schools.

IV.AC. Approval of 2022-23 Horizon: Digitally Enhanced Campus MOU with Sapulpa Public School (Virtual Academy grades 6-12).

IV.AD. Approval of Digital Teaching and Learning professional development for certified teachers every year.

IV.AE. Approval of Workplace Safety Training in Schools professional development for 7th-12th Grade Teachers for year 1, then every 3rd year.

IV.AF. Approval of Family and Community Engagement professional development for year 1, then every 3rd year.

IV.AG. Approval of the following as Sanctioned Clubs of Sapulpa Public Schools:

IV.AG.1. Holmes Park TAPS

IV.AH. Approval of Out of State Activity Trips

IV.AI. Approval of Fundraisers as per attachment.

See added attachment for Approved Consent Agenda Items A-AI.

To approve Consent Agenda items A-AI passed with a motion by Melinda Ryan and a second by Sarah Havenstrite.

Sarah Havenstrite: Yea

Larry Hoover: Yea

Steve McCormick: Absent

Wayne Richards: Absent

Melinda Ryan: Yea

Yea: 3, Nay: 0, Absent: 2

V. Hearing from the Public

None

VI. Information & Discussion Items

VI.A. Superintendent Comments

Superintendent Rob Armstrong had the following to report during his time:

The carry-over from the 2021-22 school year is 11.25%,. A great job by the finance team and district.

Child Nutrition will return to pre-pandemic feeding programs for the 2022-23 school year. Free lunch will go through the application process. Approved reduced applications will result in free of charge for the 2022-23 school year. Hiring for the District continues with school starting just a month away on August 18, 2022.

Six architect groups will present their ideas for the new Sapulpa HS Campus this week. Interviews will go from Wednesday through Friday.

VII. Action Items

VII.A. New Business - items not known or foreseen when agenda was posted
None

VII.B. Discussion, motion, and vote on a motion to approve/disapprove modifications to the 566 Wellness Policy, as a second read.

To approve modifications to the 566 Wellness Policy, as a second read, adding a time element piece of no less than once per nine weeks to students, staff, and parents passed with a motion by Melinda Ryan and a second by Sarah Havenstrite.

Sarah Havenstrite: Yea

Larry Hoover: Yea

Steve McCormick: Absent

Wayne Richards: Absent

Melinda Ryan: Yea

Yea: 3, Nay: 0, Absent: 2

VII.C. Discussion, motion, and vote on a motion to approve/disapprove any modifications to the Open Transfer Policy, 530.

To approve any modifications to the Open Transfer Policy, 530 passed with a motion by Melinda Ryan and a second by Sarah Havenstrite.

Sarah Havenstrite: Yea

Larry Hoover: Yea

Steve McCormick: Absent

Wayne Richards: Absent

Melinda Ryan: Yea

Yea: 3, Nay: 0, Absent: 2

VII.D. Discussion, motion, vote on a motion to approve/disapprove any modification to Policy 225, Online Instruction.

To approve any modification to Policy 225, Online Instruction passed with a motion by Melinda Ryan and a second by Sarah Havenstrite.

Sarah Havenstrite: Yea
Larry Hoover: Yea
Steve McCormick: Absent
Wayne Richards: Absent
Melinda Ryan: Yea
Yea: 3, Nay: 0, Absent: 2

VII.E. Vote to approve/disapprove Superintendent Rob Armstrong and his designee as Purchasing Agent for Sapulpa Independent School District, Authorized Representative for all Federal programs including E-Rate and Child Nutrition, and Designated Custodian for the general fund, building fund, child nutrition fund, bond fund, activity fund, all federal programs including E-Rate, all state programs, and all other school programs and activities not listed for the 2022-23 school year.

To approve Superintendent Rob Armstrong and his designee as Purchasing Agent for Sapulpa Independent School District, Authorized Representative for all Federal programs including E-Rate and Child Nutrition, and Designated Custodian for the general fund, building fund, child nutrition fund, bond fund, activity fund, all federal programs including E-Rate, all state programs, and all other school programs and activities not listed for the 2022-23 school year passed with a motion by Sarah Havenstrite and a second by Larry Hoover.

Sarah Havenstrite: Yea
Larry Hoover: Yea
Steve McCormick: Absent
Wayne Richards: Absent
Melinda Ryan: Yea
Yea: 3, Nay: 0, Absent: 2

VII.F. Discussion of Student Handbooks as a first read.

VII.F.1. Sapulpa High School

VII.F.2. Bartlett Academy

VII.F.3. Sapulpa Jr. High School

VII.F.4. Sapulpa Middle School

VII.F.5. Sapulpa Elementary Schools

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

VII.G.1. Vote to convene in Executive Session.

To convene in Executive Session at 12:20 pm passed with a motion by Sarah Havenstrite and a second by Melinda Ryan.

Sarah Havenstrite: Yea
Larry Hoover: Yea
Steve McCormick: Absent
Wayne Richards: Absent
Melinda Ryan: Yea
Yea: 3, Nay: 0, Absent: 2

VII.G.2. To acknowledge the Board has returned to Open Session.

First Vice President Larry Hoover acknowledged the Board's return to Open Session at 12:44 pm.

VII.G.3. Statement of Executive Session Minutes.

The Board of Education went into Executive Session at 12:20 pm 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. During the Executive Session, the Board discussed these items and no other items. The Board returned to Open Session at 12:44 pm. Present in the Executive Session was Sarah Havenstrite, Melinda Ryan, Larry Hoover, and Rob Armstrong. No action was taken. This constitutes the minutes of the Executive Session.

VIII. Personnel

VIII.A. Vote to approve/disapprove employing Personnel as per attachment.

To approve employing Personnel as per attachment passed with a motion by Melinda Ryan and a second by Sarah Havenstrite.

Sarah Havenstrite: Yea
Larry Hoover: Yea
Steve McCormick: Absent
Wayne Richards: Absent
Melinda Ryan: Yea
Yea: 3, Nay: 0, Absent: 2

VIII.B. Vote to accept Resignations received since the last board meeting.

To accept Resignations received since the last board meeting passed with a motion by Melinda Ryan and a second by Sarah Havenstrite.

Sarah Havenstrite: Yea
Larry Hoover: Yea
Steve McCormick: Absent
Wayne Richards: Absent

Melinda Ryan: Yea
Yea: 3, Nay: 0, Absent: 2

IX. Adjournment

To adjourn at 12:46 pm passed with a motion by Larry Hoover and a second by Sarah Havenstrite.

Sarah Havenstrite: Yea

Larry Hoover: Yea

Steve McCormick: Absent

Wayne Richards: Absent

Melinda Ryan: Yea

Yea: 3, Nay: 0, Absent: 2

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 81 - 218, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	81	07/01/2022	282	ORION SECURITY SOLUTIONS LLC	Add Access Control to new Woodlawn Doors- Orion	4,607.00
11	82	07/01/2022	1818	MERRIFIELD OFFICE SUPPLY	1/2 truckload/400 cases copy paper	16,480.00
11	83	07/07/2022	306	BRADY INDUSTRIES OF KANSAS, LLC	CUSTODIAL EQUIPMENT	5,921.90
11	84	07/11/2022	3113	ELLEVATION INC.	El Student Data Program	6,250.00
11	85	07/11/2022	193	ARCHWAY MARKETING SERVICES, INC.	Elementary ELA Curriculum: 3rd-5th gr Into Reading	180,276.18
11	86	07/11/2022	60155	THOMPSON BOOK DEPOSITORY	PK Curriculum: SAVVAS Three Cheers for PK (6 yrs)	34,132.90
11	87	07/11/2022	3826	SECURITY BANK CARD CENTER INC	Supplies, p arts for Mechanic for Fleet	5,000.00
11	88	07/11/2022	7089	HOLT TRUCK CENTERS OF OKLAHOMA,LLC	Shock Absorbers	367.74
11	89	07/11/2022	7089	HOLT TRUCK CENTERS OF OKLAHOMA,LLC	Brake Drums	809.08
11	90	07/11/2022	3505	SOUTHERN TIRE MART, LLC	Tires for Bus 4	1,879.96
11	91	07/11/2022	3505	SOUTHERN TIRE MART, LLC	Tires for Bus L05	510.98
11	92	07/11/2022	3505	SOUTHERN TIRE MART, LLC	Tires for Bus 39	868.00
11	93	07/11/2022	3505	SOUTHERN TIRE MART, LLC	Tires for Bus 38	1,971.96
11	94	07/11/2022	3505	SOUTHERN TIRE MART, LLC	Tires for Bus 28	1,879.96
11	95	07/11/2022	3505	SOUTHERN TIRE MART, LLC	Tires for Bus 27	1,016.96
11	96	07/11/2022	3505	SOUTHERN TIRE MART, LLC	Tires for Bus 26	868.00
11	97	07/11/2022	3505	SOUTHERN TIRE MART, LLC	Tires for Bus 29	436.50
11	98	07/11/2022	3505	SOUTHERN TIRE MART, LLC	Tires for Bus 36	868.00
11	99	07/11/2022	3505	SOUTHERN TIRE MART, LLC	Tires for Bus 34	868.00
11	100	07/11/2022	3505	SOUTHERN TIRE MART, LLC	Tires for Bus 12	1,879.96
11	101	07/11/2022	3505	SOUTHERN TIRE MART, LLC	Tires for Bus 3	689.49
11	102	07/11/2022	3505	SOUTHERN TIRE MART, LLC	Tires for Bus 307	1,879.96
11	103	07/11/2022	3505	SOUTHERN TIRE MART, LLC	Tires for Bus 14	1,879.96
11	104	07/11/2022	3505	SOUTHERN TIRE MART, LLC	Tires for Book Mobile	436.50
11	105	07/11/2022	3505	SOUTHERN TIRE MART, LLC	Tires for Bus 37	1,879.96
11	106	07/11/2022	3505	SOUTHERN TIRE MART, LLC	Tires for Bus L35	1,879.96
11	107	07/11/2022	3505	SOUTHERN TIRE MART, LLC	Tires for Bus 33	1,353.98
11	108	07/11/2022	3505	SOUTHERN TIRE MART, LLC	Tires for Bus 2	95.00
11	109	07/11/2022	3505	SOUTHERN TIRE MART, LLC	Tires for Bus 941	436.50
11	110	07/11/2022	3023	WILLIAMS MED GROUP PRACTICE, LLC	Bus Driver Physicals	3,000.00
11	111	07/11/2022	3336	WEAVER DRUG TESTING LAB	Drug Testing for Bus Drivers	3,000.00
11	112	07/11/2022	2129	CECIL COX ENTERPRISES	Tire Repairs for fleet	3,000.00
11	113	07/11/2022	31743	UPWARD TECHNOLOGY	Activity Tracker	600.00
11	114	07/12/2022	3101	SEVERIN INTERMEDIATE HOLDINGS, LLC	renewal PowerSchool Enrollment Registration	11,797.94
11	115	07/12/2022	80464	LEAH K GRUNS	011-Sped-SLP Contract Services (L. Gruns)	50,000.00
11	116	07/12/2022	3078	JEANNE M. PEASE	011-Sped-Hearing Impairment Contract (J. Pease)	1,000.00

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 81 - 218, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	117	07/12/2022	3100	CASEY NEWMAN	011-Sped-Educ. Audiology Contract (C. Newman)	1,000.00
11	118	07/12/2022	3153	MOBILIZED VISION, LLC	011-Sped-Orientation & Mob. Contract (C. Evans)	4,000.00
11	119	07/12/2022	104	SUPERIOR VISION CONSULTING LLC	011-Sped-Vision Impairment Contract (C. Lumpkin)	8,000.00
11	120	07/12/2022	30476	THERAPY WORKS	011-Sped-PT & SLP Contract Services	45,000.00
11	121	07/12/2022	3101	SEVERIN INTERMEDIATE HOLDINGS, LLC	Renewal of NutraKids	3,336.41
11	122	07/12/2022	337	JOHN MCPHERSON	REIMB BACKGROUND CHECK COST	57.25
11	123	07/13/2022	165	ANDREA N. GILLIS	011-Sped-Certification Fees (A. Gillis)	118.00
11	124	07/13/2022	80208	ERIN NICCUM	011-Sped-Certification Fees (E. Niccum)	118.00
11	125	07/13/2022	235	CCOSA-COOP COUNCIL OK SCH	CCOSA District Level Services Program 22-23	2,000.00
11	126	07/13/2022	3826	SECURITY BANK CARD CENTER INC	Camera and Accessories BEST BUY, AMAZON	800.00
11	127	07/13/2022	3826	SECURITY BANK CARD CENTER INC	ACTE Summit Fees	820.00
11	128	07/13/2022	3826	SECURITY BANK CARD CENTER INC	Lodging - OkActe Summit	600.00
11	129	07/13/2022	80899	DYLAN JOHNSTON	GSA Travel Reim	2,000.00
11	130	07/13/2022	80235	CURTIS L ROSE	GSA Travel Reim	2,000.00
11	131	07/13/2022	3826	SECURITY BANK CARD CENTER INC	Lodging Stillwater PD Dylan Johnston	200.00
11	132	07/13/2022	3826	SECURITY BANK CARD CENTER INC	Shop/Class Supplies LOWE'S,HOME DEPOT,ACE,STAPLES	2,500.00
11	133	07/13/2022	3826	SECURITY BANK CARD CENTER INC	Vet supplies/Services Bristow, Pine Ridge, Cimm	1,500.00
11	134	07/13/2022	80899	DYLAN JOHNSTON	Personal Travel Reim	750.00
11	135	07/13/2022	80235	CURTIS L ROSE	Personal Travel Reimbursement	750.00
11	136	07/13/2022	357	FARMER'S FEED STORE	Supplies, supplements and equipment	1,500.00
11	137	07/14/2022	39880	BUS AIR LLC	Circuit board update	685.52
11	138	07/14/2022	2129	CECIL COX ENTERPRISES	Tires for AG Trucks	1,854.00
11	139	07/18/2022	943	VERIZON WIRELESS	MIFI CHARGES-IT DEPARTMENT	1,500.00
11	140	07/18/2022	943	VERIZON WIRELESS	ENGINEERING/ROBOTICS MIFI	480.12
11	141	07/19/2022	3826	SECURITY BANK CARD CENTER INC	Mosyle License for Apple Management	2,662.00
11	142	07/19/2022	3826	SECURITY BANK CARD CENTER INC	Security Door Parts- Amazon	400.00
11	143	07/19/2022	39435	OKACTE/STEM	Summer conference	150.00
11	144	07/20/2022	2129	CECIL COX ENTERPRISES	Tires for Warehouse Truck	1,194.00
11	145	07/20/2022	228	TRANS AIR	AC for Bus 33	1,750.00
11	146	07/21/2022	3826	SECURITY BANK CARD CENTER INC	628-Sped-CPI Materials	409.90
11	147	07/21/2022	3042	HOUGHTON MIFFLIN HARCOURT PUB	628-Sped-Math180 PD/Training	12,720.00

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 81 - 218, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	148	07/21/2022	3042	HOUGHTON MIFFLIN HARCOURT PUB	628-Sped-Read180/S44 Consumables	7,547.40
11	149	07/21/2022	2014	ID WHOLESALER	BADGE HOLDERS-DISTRICT	750.00
11	150	07/21/2022	145	ENCORE INDUSTRIAL PRODUCTS, LLC	Pre Soak and Pressure Washer Soap	1,490.00
11	151	07/21/2022	40	CHRIS JAMISON	Windshield Replacements	1,000.00
11	152	07/21/2022	3186	COUNTRYSIDE DIESEL REPAIR LLC	Repairs to Bus 28	1,397.72
11	153	07/22/2022	80947	TONI SLAGLE	PER DIEM FOR TLE TRAINING 8/2 -8/3	138.00
11	154	07/22/2022	3826	SECURITY BANK CARD CENTER INC	HOTEL FOR TLE TRAINING OKC 8/2-8/3	250.00
11	155	07/22/2022	2524	ROSENSTEIN FIST & RINGOLD	POLICY PACK FY23	1,200.00
11	156	07/22/2022	39435	OKACTE/STEM	Summer Conference registration	165.00
11	157	07/22/2022	3826	SECURITY BANK CARD CENTER INC	Travel for Career tech teacher conference	300.00
11	158	07/22/2022	3826	SECURITY BANK CARD CENTER INC	National Indian Education Association Conference	1,200.00
11	159	07/22/2022	3826	SECURITY BANK CARD CENTER INC	JOM Office/Classroom Supplies	1,500.00
11	160	07/25/2022	3042	HOUGHTON MIFFLIN HARCOURT PUB	628-Sped-Math180 Curriculum/Licenses	28,967.34
11	161	07/25/2022	5560	BANK OF OKLAHOMA	LEASE PURCHASE RENT PMT	3,000.00
11	162	07/25/2022	140	INTRADATA, INC.	P-card/Subscription for ReadnQuiz	700.00
11	163	07/26/2022	3826	SECURITY BANK CARD CENTER INC	SERVICE CENTER OFFICE/TRANSPORTATION SUPPLIES	500.00
11	164	07/26/2022	7089	HOLT TRUCK CENTERS OF OKLAHOMA,LLC	Crankcase Breather Filters	400.00
11	165	07/26/2022	8202	PENSKE COMMERCIAL VEHICLES, US, LLC	Crankcase Breather Filters	415.88
11	166	07/26/2022	3826	SECURITY BANK CARD CENTER INC	UPDATE ON FLEET DIAGNOSTIC MACHINE	910.78
11	167	07/26/2022	3826	SECURITY BANK CARD CENTER INC	LIBRARY SUPPLIES/AMAZON,WAL -MART	250.00
11	168	07/26/2022	3826	SECURITY BANK CARD CENTER INC	OFFICE/CLASS SUPPLIES, QUILL, AMAZON, MERRIFIELD	500.00
11	169	07/26/2022	3826	SECURITY BANK CARD CENTER INC	11 - Postage & Shipping	200.00
11	170	07/26/2022	3826	SECURITY BANK CARD CENTER INC	S.SHIBLEY/ QUILL/OFFICE SUPPLIES	500.00
11	171	07/27/2022	3826	SECURITY BANK CARD CENTER INC	Open PO for classroom supplies such as food	4,000.00
11	172	07/27/2022	3826	SECURITY BANK CARD CENTER INC	CIMC	200.00
11	173	07/27/2022	31555	OFFICE DEPOT	Office Supplies	500.00
11	174	07/27/2022	3186	COUNTRYSIDE DIESEL REPAIR LLC	Repairs to Bus 26	752.37
11	175	07/28/2022	3826	SECURITY BANK CARD CENTER INC	STEM EQUIPMENT, PITSCO WOODCRAFT LOWES	48,000.00
11	176	07/28/2022	30481	BG PRODUCTS	3 pack oil change kits	2,218.00
11	177	07/28/2022	3826	SECURITY BANK CARD CENTER INC	IDENTOGO BACKGROUND CHECKS	1,500.00

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 81 - 218, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	178	07/29/2022	1818	MERRIFIELD OFFICE SUPPLY	621-Sped-Chairs-Bauer & Honeywell	175.00
11	179	07/29/2022	3826	SECURITY BANK CARD CENTER INC	HWong First Days of School Books for New Teachers	550.00
11	180	07/29/2022	3826	SECURITY BANK CARD CENTER INC	Ball-New Teacher Supplies WAL-MART MARDEL TARGET	300.00
11	181	08/01/2022	3826	SECURITY BANK CARD CENTER INC	Quill,Merrifields,Walmart class/office supplies	750.00
11	182	08/01/2022	340	OK STATEWIDE VIRTUAL CHARTER SCH BD	Consortium for Virtual Software: Edgenuity	35,245.00
11	183	08/01/2022	1854	NASSP/NJHS	NJHS membership renewal	385.00
11	184	08/01/2022	3826	SECURITY BANK CARD CENTER INC	Quill - supplies beginning of year start	200.00
11	185	08/01/2022	3826	SECURITY BANK CARD CENTER INC	CTE Summer Conference	142.00
11	186	08/01/2022	8318	AMAZON	flag,playgroundswings,corkboard	240.00
11	187	08/01/2022	4	IMAGINE LEARNING, INC.	Literacy Program for EL	9,975.00
11	188	08/01/2022	1818	MERRIFIELD OFFICE SUPPLY	ADMIN OFFICE SUPPLIES	1,000.00
11	189	08/02/2022	1818	MERRIFIELD OFFICE SUPPLY	STUDENT DISCIPLINE FORMS	250.00
11	190	08/02/2022	3826	SECURITY BANK CARD CENTER INC	CLASS SUPPLIES,Target, Walmart, Amazon	3,000.00
11	191	08/02/2022	3826	SECURITY BANK CARD CENTER INC	COUNSELOR Wal-Mart, Amazon, target, quill	300.00
11	192	08/02/2022	3826	SECURITY BANK CARD CENTER INC	NURSE SUPPLIES AMAZON,QUILL,WALMART	400.00
11	193	08/02/2022	3826	SECURITY BANK CARD CENTER INC	PRE-K CLASS,Amazon, Quill, Wal-mart	300.00
11	194	08/02/2022	3826	SECURITY BANK CARD CENTER INC	KDG CLASS-HESS Amazon, Wal-mart, Hobby Lobby	300.00
11	195	08/02/2022	3826	SECURITY BANK CARD CENTER INC	KDG-GONZALEZ Wal-mart, Amazon, Quill	300.00
11	196	08/02/2022	3826	SECURITY BANK CARD CENTER INC	1ST GR Amazon, TPT, Wal-Mart, Hobby Lobby	300.00
11	197	08/02/2022	3826	SECURITY BANK CARD CENTER INC	2ND GR SUPPLIES Amazon, Wal-mart, Quill	300.00
11	198	08/02/2022	3826	SECURITY BANK CARD CENTER INC	2ND GR SUPPLIES Wal-Mart, Amazon, Office Depot,	300.00
11	199	08/02/2022	3826	SECURITY BANK CARD CENTER INC	3RD GR Amazon, Wal-Mart, TPT,	300.00
11	200	08/02/2022	3826	SECURITY BANK CARD CENTER INC	3RD GR CLASS Amazon, Wal-Mart ,Quill, Office Depot	300.00
11	201	08/02/2022	3826	SECURITY BANK CARD CENTER INC	4TH GR CLASS Amazon, Wal-Mart, StapleS	300.00
11	202	08/02/2022	3826	SECURITY BANK CARD CENTER INC	4TH GR CLASS AMAZON WALMART STAPLES	300.00
11	203	08/02/2022	3826	SECURITY BANK CARD CENTER INC	5TH GR CLASS Amazon, Wal-Mart, Quill	300.00
11	204	08/02/2022	3826	SECURITY BANK CARD CENTER INC	5TH GR CLASS Amazon, Wal-Mart, Quill	300.00
11	205	08/02/2022	3826	SECURITY BANK CARD CENTER INC	READING/Learning Resource, Lakeshore, Amazon	300.00

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 81 - 218, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	206	08/02/2022	3826	SECURITY BANK CARD CENTER INC	BEVERLEY-READING Lakeshore, Scholastic, Amazon	300.00
11	207	08/02/2022	3826	SECURITY BANK CARD CENTER INC	WIDEMAN/MEDIA Follett, Amazon, Scholastic	2,600.00
11	209	08/02/2022	3826	SECURITY BANK CARD CENTER INC	MUSIC CURRICULUM Hal Leonard's, Music Class	300.00
11	210	08/02/2022	3826	SECURITY BANK CARD CENTER INC	PE SUPPLIES Amazon, Walmart, Academe, Dick's	300.00
11	211	08/02/2022	3826	SECURITY BANK CARD CENTER INC	GIFTED CURRICULUM Amazon, Walmart,	504.00
11	212	08/02/2022	3826	SECURITY BANK CARD CENTER INC	AV Cables for Football Video Board - Amazon	118.00
11	213	08/02/2022	3826	SECURITY BANK CARD CENTER INC	11 - Art Supplies -Dick Blick, Amazon	600.00
11	214	08/02/2022	3826	SECURITY BANK CARD CENTER INC	SPED Amazon, Wal-mart, TPT	300.00
11	215	08/02/2022	3826	SECURITY BANK CARD CENTER INC	11 - SpEd intervention -Amazon, Walmart, TPT	300.00
11	216	08/02/2022	3826	SECURITY BANK CARD CENTER INC	SpEd. intervention material- Amazon, Wal-mart	300.00
11	217	08/02/2022	3826	SECURITY BANK CARD CENTER INC	Hurst - Small group material- Amazon, Wal-mart	300.00
11	218	08/02/2022	3826	SECURITY BANK CARD CENTER INC	SpEd - Speech Intervention - Amazon, TPT, Wal	150.00

Non-Payroll Total:	\$624,014.02
Payroll Total:	\$0.00
Balance Forward:	\$0.00
Report Total:	\$624,014.02

Sapulpa Public Schools
Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 31 - 31, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	31	07/01/2022	9836	MUNICIPAL ACCOUNTING SYSTEMS, INC	CONTRACTED SERVICES WITH MAS	21,414.00
Non-Payroll Total:						\$21,414.00
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$21,414.00

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 20 - 999, Fund Codes: 21

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
21	20	07/05/2022	3191	DAVID BREWER	LAWN EQUIPMENT PARTS/REPAIR	1,000.00
21	21	07/01/2022	269	CALEMA, LLC	JH COOLING SYSTEM	523.00
21	22	07/11/2022	295	R GROUP INC	REPLACE TURF ON SOFTBALL	3,300.00
21	23	07/01/2022	47	JC MECHANICAL	District HVAC Service	2,450.00
21	24	07/01/2022	8510	THE HOME DEPOT PRO	Custodial Supplies	30,000.00
21	25	07/01/2022	391	BENNETT STEEL, INC.	Equipment Rental / District	1,500.00
21	26	07/01/2022	39745	MICHAEL MORGAN	SMALL PAINTING/DRYWALL REPAIR/BARTLETT	4,400.00
21	27	07/01/2022	2420	INTERMOUNTAIN LOCK & SECURITY	Supplies for doors, locks, keys, closers	4,000.00
21	28	07/01/2022	986	SHOW, INC.	District recycle services	2,500.00
21	29	07/01/2022	3665	SCHINDLER ELEVATOR CORPORATION	Annual contract/District Elevator Service	8,000.00
21	30	07/01/2022	32	CINTAS CORPORATION	District Building Cleaning Supplies	16,000.00
21	31	07/01/2022	9622	WESTLAKE HARDWARE INC	Custodial Supplies	300.00
21	32	07/11/2022	9622	WESTLAKE HARDWARE INC	Supplies for Grounds	600.00
21	33	07/01/2022	3191	DAVID BREWER	Grounds Equipment Supplies	500.00
21	34	07/01/2022	31747	MARTIN SALES & RENTAL, LLC	Grounds Equipment Supplies	500.00
21	35	07/01/2022	31469	COX COMMUNICATIONS	Cable Service/Service Center	1,800.00
21	36	07/01/2022	3647	EMCO TERMITE & PEST CONTROL	Pest Control/ 116 E. Hobson/Rent House	350.00
21	37	07/01/2022	9622	WESTLAKE HARDWARE INC	Supplies for Maintenance	5,000.00
21	38	07/01/2022	9289	PATRIOT SECURITY	District security/fire alarm monitoring	10,500.00
21	39	07/14/2022	31774	WARRIORS CONCRETE	District Concrete Work/ Admin front steps	2,350.00
21	40	07/14/2022	31774	WARRIORS CONCRETE	District Concrete Work/Admin E & W steps	3,750.00
21	41	07/14/2022	31774	WARRIORS CONCRETE	District Concrete Work/Middle School West steps	6,850.00
21	42	07/14/2022	32	CINTAS CORPORATION	Uniform Rentals/Transportation	3,600.00
21	43	07/14/2022	32	CINTAS CORPORATION	Uniform Rentals/Cust. Maint. Ground. Warehouse	9,000.00
21	44	07/14/2022	1045	ELDER WATER CONSULTING, INC.	District Water Treatment Program	3,900.00
21	45	07/18/2022	322	ALL STAR RESOURCES CORP.	REPAIR ADMIN PARKING AND RESTRIPE	4,260.00
21	46	07/18/2022	9314	LAMPROE CONSTRUCTION, INC	EMERGENCY - DIG UP WATER LINE WAC	1,000.00
21	47	07/19/2022	3826	SECURITY BANK CARD CENTER INC	AUDIO VIDEO EQUIPMENT	1,560.10
21	48	07/19/2022	878	STEVEN ENTERPRISES, INC.	EMERGENCY WATER LINE REPAIR -WAC	7,000.00
21	49	07/21/2022	39745	MICHAEL MORGAN	Painting & Drywall/Holmes Park	1,250.00
21	50	07/21/2022	629	LOCKE SUPPLY	Supplies for District Building Maintenance	5,000.00
21	51	07/22/2022	335	LIMINAL CORPORATION	SERVICE CENTER GATE LOOP REPAIR	1,500.00

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 20 - 999, Fund Codes: 21

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
21	52	07/25/2022	3826	SECURITY BANK CARD CENTER INC	Steve Wilkins/SC Projects/Amaz, Home Depo, Locke	3,000.00
21	53	07/25/2022	3665	SCHINDLER ELEVATOR CORPORATION	District Elevators Repair and Parts	3,000.00
21	54	07/26/2022	31545	CUMMINS-SOUTHERN PLAINS, LLC	Emergency service and repair generator/HP	1,200.00
21	55	07/27/2022	3158	WILLIAM A. HARRISON, INC.	SERVICE/REPAIR HS CHILLER	5,000.00
21	56	07/27/2022	3158	WILLIAM A. HARRISON, INC.	SERVICE/REPAIR ON MS CHILLER	5,000.00
21	57	07/27/2022	8280	SHERWIN WILLIAMS CO.	District Paint and supplies	500.00
21	58	07/27/2022	878	STEVEN ENTERPRISES, INC.	District Plumbing Service	3,000.00
21	59	07/28/2022	3826	SECURITY BANK CARD CENTER INC	SAFELITE AUTOGLASS-REPAIR OF CAR WINDOW	500.00
21	60	07/28/2022	424	W.W. GRAINGER,, INC.	FUSES-MS HVAC/CHILLER REPAIR	400.00
21	61	07/29/2022	39745	MICHAEL MORGAN	REMOVAL OF GRAFFITI/REPAINTING AT LIBERTY	500.00
21	62	08/01/2022	1365	DIANNA ARNEECHER	IRRIGATION TEST AND REPAIR-SOFTBALL	500.00
21	63	08/01/2022	269	CALEMA, LLC	Emergency HVAC loop repair/Jefferson	1,000.00
21	64	08/01/2022	39745	MICHAEL MORGAN	Painting & Drywall work in the District	2,200.00
21	65	08/01/2022	123	USA ROOF COATINGS LLC	Preventative maintenance	5,000.00
21	66	08/01/2022	31774	WARRIORS CONCRETE	Concrete work Jefferson/southside	7,400.00
21	67	08/01/2022	31774	WARRIORS CONCRETE	Concrete work /Jefferson N. entrance	4,550.00
21	68	08/02/2022	305	S & S TRUCKING SERVICES OKC, INC.	Power washing at Collins Stadium	1,875.00
21	69	08/02/2022	3158	WILLIAM A. HARRISON, INC.	Heat Exchanger Flush/Liberty Chiller/ HVAC	1,677.00
21	70	08/02/2022	269	CALEMA, LLC	HVAC Loop Repair	2,000.00
Non-Payroll Total:						\$192,545.10
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$192,545.10

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 1 - 999, Fund Codes: 22

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
22	1	07/11/2022	7039	WES HEFLEY	Diagnose and Fix freezer - HS and cooler - JHE	5,000.00
22	2	07/13/2022	2523	TYSON PREPARED FOODS, INC.	Commodity Processed Beef, Chicken, Pork	39,000.00
22	3	07/13/2022	7163	US FOODS, INC	Food and Paper Products Delivery 1st Semester	180,000.00
22	4	07/13/2022	7163	US FOODS, INC	Direct Delivery to HS, 1st Semester	20,000.00
22	5	07/13/2022	32406	OKLAHOMA STATE DEPT OF HEALTH	Health Department License for all kitchens	750.00
22	6	07/13/2022	81186	ELIZABETH ANN PFEIFFER	Per Diem - SNA Conference, Orlando FL	310.00
22	7	07/13/2022	82019	TINA M HESTER	Per Diem - SNA Conference, Orlando FL	310.00
22	8	07/13/2022	81189	JUDITH RAMSAY	Per Diem - SNA Conference, Orlando FL	310.00
22	9	07/13/2022	81444	JOCELYN ZLATA	Per Diem - SNA Conference, Orlando FL	310.00
22	10	07/15/2022	1818	MERRIFIELD OFFICE SUPPLY	Office supplies for all schools and F/R app copies	4,000.00
22	11	07/15/2022	3826	SECURITY BANK CARD CENTER INC	Misc. purchases Walmart, Progress Publications	1,000.00
22	12	07/15/2022	39347	TULSA FRUIT DBA GO FRESH	Fresh Produce Summer Food Service	1,500.00
22	13	07/29/2022	1818	MERRIFIELD OFFICE SUPPLY	Desk Chair for CN office	99.99
Non-Payroll Total:						\$252,589.99
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$252,589.99

Sapulpa Public Schools

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 1 - 999, Fund Codes: 31

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
31	1	07/25/2022	31747	MARTIN SALES & RENTAL, LLC	NEW REPLACEMENT MOWER	11,649.00
Non-Payroll Total:						\$11,649.00
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$11,649.00

Sapulpa Public Schools
Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 1 - 999, Fund Codes: 32

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
32	1	07/14/2022	2183	RIVERSIDE HEAT & AIR	BARTLETT HVAC UNIT	9,750.00
32	2	07/19/2022	39745	MICHAEL MORGAN	JHE NEW CLASSROOMS	6,571.65
32	3	07/27/2022	209	TULSA COUNTY ROOFING, LLC	ROOF REPAIR WOODLAWN ANNEX	5,950.00
32	4	07/27/2022	209	TULSA COUNTY ROOFING, LLC	REPAIR METAL ROOF COLLINS STADIUM	6,450.00
32	5	08/01/2022	3158	WILLIAM A. HARRISON, INC.	REPLACE CHILLER MOTOR SHS	3,702.00
Non-Payroll Total:						\$32,423.65
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$32,423.65

Sapulpa Public Schools

Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 7/1/2022 - 7/31/2022

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
801 HS GRANTS	\$0.00	\$0.00	\$1,538.15	\$0.00	\$1,538.15	\$0.00	\$1,538.15
802 HS OFFICE	\$0.00	\$0.00	\$5,225.39	\$0.00	\$5,225.39	\$2,460.00	\$2,765.39
803 CREDIT RECOVERY	\$0.00	\$0.00	\$6,411.59	\$0.00	\$6,411.59	\$0.00	\$6,411.59
804 ID BADGE	\$0.00	\$0.00	\$2,791.68	\$0.00	\$2,791.68	\$0.00	\$2,791.68
805 HS ART	\$0.00	\$0.00	\$1,738.22	\$0.00	\$1,738.22	\$500.00	\$1,238.22
806 HS BAND	\$0.00	\$0.00	\$9,422.30	\$0.00	\$9,422.30	\$3,947.00	\$5,475.30
807 HS BAND BOOSTER CONCESSION	\$0.00	\$0.00	\$49,465.29	\$0.00	\$49,465.29	\$1,396.00	\$48,069.29
808 HS OKLAHOMA CLOSE UP	\$0.00	\$0.00	\$473.50	\$0.00	\$473.50	\$0.00	\$473.50
809 HS HOSPITALITY COMMITTEE	\$0.00	\$0.00	\$605.82	\$0.00	\$605.82	\$0.00	\$605.82
810 HS STAY(STUD TCH AIDS YOUTH)	\$0.00	\$0.00	\$445.06	\$0.00	\$445.06	\$0.00	\$445.06
811 HS COUNSELING OFFICE	\$0.00	\$0.00	\$6,186.92	\$385.00	\$5,801.92	\$0.00	\$5,801.92
812 HS BUSINESS PROF ASSOC (BPA)	\$0.00	\$0.00	\$444.91	\$0.00	\$444.91	\$0.00	\$444.91
814 HS AP EXAMS	\$0.00	\$0.00	\$1,396.28	\$0.00	\$1,396.28	\$0.00	\$1,396.28
815 HS FCCLA	\$0.00	\$0.00	\$1,349.57	\$0.00	\$1,349.57	\$0.00	\$1,349.57
816 HS INDIAN ED PANTRY	\$0.00	\$0.00	\$73.42	\$0.00	\$73.42	\$0.00	\$73.42
817 HS LIBRARY	\$0.00	\$0.00	\$1,229.08	\$0.00	\$1,229.08	\$0.00	\$1,229.08
818 HS NATIONAL HONOR SOCIETY	\$0.00	\$0.00	\$4,645.02	\$0.00	\$4,645.02	\$0.00	\$4,645.02
819 GREEN-THUMB CHIEFTAINS	\$0.00	\$0.00	\$6,224.80	\$0.00	\$6,224.80	\$0.00	\$6,224.80
820 HS NAACP	\$0.00	\$0.00	\$112.30	\$0.00	\$112.30	\$0.00	\$112.30
821 HS SENIORS 2024	\$0.00	\$0.00	\$2,723.48	\$0.00	\$2,723.48	\$0.00	\$2,723.48
822 HS SENIORS 2022	\$0.00	\$0.00	\$4,969.06	\$0.00	\$4,969.06	\$0.00	\$4,969.06
823 HS SENIORS 2023	\$0.00	\$0.00	\$9,599.27	\$0.00	\$9,599.27	\$0.00	\$9,599.27
824 HS SCIENCE & ENGINEERING	\$0.00	\$0.00	\$4,578.69	\$0.00	\$4,578.69	\$0.00	\$4,578.69
825 HS SPANISH HONOR SOCIETY	\$0.00	\$0.00	\$691.03	\$0.00	\$691.03	\$0.00	\$691.03
826 HS SPECIAL ED/OLYMPICS	\$0.00	\$570.00	\$15,459.67	\$570.00	\$15,459.67	\$0.00	\$15,459.67
827 HS STUDENT COUNCIL	\$0.00	\$0.00	\$3,016.26	\$0.00	\$3,016.26	\$0.00	\$3,016.26
828 HS VOCAL MUSIC	\$0.00	\$0.00	\$3,035.99	\$0.00	\$3,035.99	\$0.00	\$3,035.99
829 HS AG ED & FFA	\$0.00	\$0.00	\$52,535.09	\$3,884.76	\$48,650.33	\$3,223.70	\$45,426.63
830 HS LYONS SPED	\$0.00	\$0.00	\$1,532.70	\$0.00	\$1,532.70	\$0.00	\$1,532.70
831 HS YEARBOOK	\$0.00	\$0.00	\$8,945.49	\$0.00	\$8,945.49	\$0.00	\$8,945.49
832 HS SIZEMORE SPED	\$0.00	\$0.00	\$488.33	\$0.00	\$488.33	\$0.00	\$488.33
833 HS FISHING TEAM/CLUB	\$0.00	\$0.00	\$737.00	\$152.15	\$584.85	\$0.00	\$584.85
835 HS BAND AUXILIARIES	\$0.00	\$0.00	\$4,901.78	\$0.00	\$4,901.78	\$4,000.00	\$901.78
836 HS BAND TRIPS	\$0.00	\$98.82	\$84,121.80	\$0.00	\$84,220.62	\$4,150.00	\$80,070.62
837 HS BAND GRANTS	\$0.00	\$0.00	\$55,635.70	\$1,630.15	\$54,005.55	\$9,000.00	\$45,005.55
838 HS PING PINGS	\$0.00	\$0.00	\$1,737.48	\$0.00	\$1,737.48	\$0.00	\$1,737.48
840 HS INDIAN PARENT COMMITTEE	\$0.00	\$0.00	\$496.93	\$0.00	\$496.93	\$0.00	\$496.93
841 HS SAPULPA INDIAN CLUB	\$0.00	\$0.00	\$3,544.01	\$0.00	\$3,544.01	\$0.00	\$3,544.01
842 HS KEY CLUB	\$0.00	\$0.00	\$154.48	\$0.00	\$154.48	\$0.00	\$154.48
843 HS GSA, GAY STRAIGHT ALLIANCE	\$0.00	\$0.00	\$68.71	\$0.00	\$68.71	\$0.00	\$68.71
844 HS PRODUCTIONS	\$0.00	\$150.00	\$13,868.45	\$0.00	\$14,018.45	\$50.00	\$13,968.45
845 HS CULINARY ARTS	\$0.00	\$0.00	\$1,250.75	\$0.00	\$1,250.75	\$600.00	\$650.75
846 HS JROTC	\$0.00	\$0.00	\$25,074.95	\$2,811.54	\$22,263.41	\$3,500.00	\$18,763.41
848 HS SCHOOL NURSE	\$0.00	\$0.00	\$1,813.34	\$0.00	\$1,813.34	\$0.00	\$1,813.34
849 BACKPACK FOOD PANTRY	\$0.00	\$0.00	\$4,944.09	\$0.00	\$4,944.09	\$0.00	\$4,944.09
850 LOCAL SCHOLARSHIPS	\$0.00	\$0.00	\$37,706.42	\$1,000.00	\$36,706.42	\$0.00	\$36,706.42
851 HS SENIOR GIRL EVENTS	\$0.00	\$0.00	\$4,703.16	\$0.00	\$4,703.16	\$0.00	\$4,703.16
852 HS FIRST ROBOTICS	\$0.00	\$0.00	\$59,894.01	\$0.00	\$59,894.01	\$0.00	\$59,894.01
854 HS INDIAN ED STAFF DEV	\$0.00	\$0.00	\$2,910.91	\$0.00	\$2,910.91	\$0.00	\$2,910.91
855 HS PHYSICS	\$0.00	\$0.00	\$684.22	\$0.00	\$684.22	\$0.00	\$684.22
856 E-SPORTS	\$0.00	\$0.00	\$5,356.02	\$0.00	\$5,356.02	\$0.00	\$5,356.02
857 JH OFFICE	\$0.00	\$0.00	\$730.64	\$78.00	\$652.64	\$222.00	\$430.64
860 JH LIBRARY	\$0.00	\$0.00	\$1,132.53	\$0.00	\$1,132.53	\$0.00	\$1,132.53
863 JH STUDENT COUNCIL	\$0.00	\$0.00	\$2,081.04	\$0.00	\$2,081.04	\$400.00	\$1,681.04
864 JH VOCAL MUSIC	\$0.00	\$0.00	\$2,541.24	\$0.00	\$2,541.24	\$0.00	\$2,541.24
866 JH YEARBOOK	\$0.00	\$0.00	\$5,808.88	\$0.00	\$5,808.88	\$0.00	\$5,808.88
870 JH ART	\$0.00	\$0.00	\$594.16	\$0.00	\$594.16	\$0.00	\$594.16

Sapulpa Public Schools

Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 7/1/2022 - 7/31/2022

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
871 JH TAPS	\$0.00	\$0.00	\$315.81	\$0.00	\$315.81	\$0.00	\$315.81
872 STEM JH MATH & SCIENCE	\$0.00	\$0.00	\$4,239.76	\$0.00	\$4,239.76	\$0.00	\$4,239.76
874 JR HIGH GRANTS	\$0.00	\$0.00	\$3,648.04	\$0.00	\$3,648.04	\$0.00	\$3,648.04
877 MS OFFICE	\$0.00	\$545.49	\$6,600.38	\$0.00	\$7,145.87	\$0.00	\$7,145.87
878 MS LIBRARY	\$0.00	\$0.00	\$931.69	\$0.00	\$931.69	\$0.00	\$931.69
879 MS STUDENT OF THE MONTH	\$0.00	\$0.00	\$200.00	\$0.00	\$200.00	\$0.00	\$200.00
880 MS STUDENT COUNCIL	\$0.00	\$0.00	\$18.90	\$0.00	\$18.90	\$0.00	\$18.90
881 MS YEARBOOK	\$0.00	\$0.00	\$113.43	\$0.00	\$113.43	\$0.00	\$113.43
883 MS CHOIR	\$0.00	\$0.00	\$9,354.75	\$0.00	\$9,354.75	\$0.00	\$9,354.75
886 MS NJHS	\$0.00	\$0.00	\$1,564.82	\$0.00	\$1,564.82	\$0.00	\$1,564.82
887 7TH/8TH GR VOLLEYBALL	\$0.00	\$0.00	\$636.33	\$0.00	\$636.33	\$0.00	\$636.33
888 MS GRANTS	\$0.00	\$0.00	\$186.09	\$0.00	\$186.09	\$0.00	\$186.09
892 SPED DIRECTOR	\$0.00	\$0.00	\$228.74	\$92.06	\$136.68	\$0.00	\$136.68
893 LIBERTY LIBRARY	\$0.00	\$0.00	\$997.73	\$0.00	\$997.73	\$0.00	\$997.73
894 LIBERTY MISC	\$0.00	\$0.00	\$8,015.60	\$0.00	\$8,015.60	\$1,600.00	\$6,415.60
895 LIBERTY FUNDRAISING	\$0.00	\$0.00	\$3,671.05	\$0.00	\$3,671.05	\$601.00	\$3,070.05
896 LIBERTY STEM CLUB	\$0.00	\$0.00	\$5,054.13	\$0.00	\$5,054.13	\$0.00	\$5,054.13
897 LIBERTY GRANTS	\$0.00	\$0.00	\$1,662.43	\$0.00	\$1,662.43	\$0.00	\$1,662.43
900 FREEDOM MISC	\$0.00	\$0.00	\$4,483.40	\$1,395.42	\$3,087.98	\$712.67	\$2,375.31
901 FREEDOM FUNDRAISING	\$0.00	\$84.15	\$15,998.64	\$0.00	\$16,082.79	\$0.00	\$16,082.79
902 FREEDOM LIBRARY	\$0.00	\$0.00	\$2,310.44	\$0.00	\$2,310.44	\$0.00	\$2,310.44
903 FREEDOM GRANTS	\$0.00	\$0.00	\$113.67	\$0.00	\$113.67	\$0.00	\$113.67
904 FREEDOM TAPS	\$0.00	\$0.00	\$11,647.87	\$0.00	\$11,647.87	\$3,600.00	\$8,047.87
907 JEFFERSON HTS MISC	\$0.00	\$0.00	\$3,588.68	\$0.00	\$3,588.68	\$1,000.00	\$2,588.68
908 JEFFERSON HTS FUNDRAISING	\$0.00	\$0.00	\$16,695.69	\$0.00	\$16,695.69	\$7,189.98	\$9,505.71
910 JEFFERSON HTS GRANTS	\$0.00	\$0.00	\$9,545.66	\$0.00	\$9,545.66	\$250.00	\$9,295.66
911 JEFFERSON HTS LIBRARY	\$0.00	\$0.00	\$3,006.40	\$0.00	\$3,006.40	\$520.00	\$2,486.40
919 HOLMES PARK MISC	\$0.00	\$0.00	\$4,978.84	\$0.00	\$4,978.84	\$1,000.00	\$3,978.84
920 HOLMES PARK FUNDRAISING	\$0.00	\$0.00	\$25,321.12	\$93.98	\$25,227.14	\$1,000.00	\$24,227.14
921 HOLMES PARK LIBRARY	\$0.00	\$0.00	\$2,103.62	\$0.00	\$2,103.62	\$0.00	\$2,103.62
922 HOLMES PARK GRANTS	\$0.00	\$0.00	\$1,025.65	\$0.00	\$1,025.65	\$0.00	\$1,025.65
928 REVOLUTIONARY DAYS	\$0.00	\$0.00	\$330.80	\$0.00	\$330.80	\$0.00	\$330.80
929 DISTRICT STEM	\$0.00	\$0.00	\$22,620.54	\$0.00	\$22,620.54	\$0.00	\$22,620.54
930 SAPULPA ACADEMIC CONF	\$0.00	\$0.00	\$267.36	\$0.00	\$267.36	\$0.00	\$267.36
931 BENEVOLENCE FUND	\$0.00	\$0.00	\$9,508.36	\$0.00	\$9,508.36	\$0.00	\$9,508.36
932 GT GRANTS	\$0.00	\$0.00	\$13,550.00	\$0.00	\$13,550.00	\$0.00	\$13,550.00
933 NOW (INTEREST INCOME)	\$0.00	\$1,097.81	\$30,080.24	\$0.00	\$31,178.05	\$6,562.15	\$24,615.90
934 DRIVERS EDUCATION	\$0.00	\$0.00	\$1,750.00	\$0.00	\$1,750.00	\$0.00	\$1,750.00
936 STEM-CAMP INVENTION	\$0.00	\$0.00	\$36,527.50	\$25,256.28	\$11,271.22	\$0.00	\$11,271.22
937 LATCHKEY	\$0.00	\$0.00	\$2,900.31	\$254.62	\$2,645.69	\$500.00	\$2,145.69
938 COLLINS FOUNDATION	\$0.00	\$0.00	\$27,119.25	\$0.00	\$27,119.25	\$0.00	\$27,119.25
939 EDUCATION FOUNDATION	\$0.00	\$0.00	\$79.90	\$0.00	\$79.90	\$0.00	\$79.90
940 SPARK	\$0.00	\$14,172.32	\$47,279.87	\$1,773.85	\$59,678.34	\$6,726.15	\$52,952.19
941 LOCAL SCH CHILD WELFARE	\$0.00	\$0.00	\$52,375.67	\$2,719.76	\$49,655.91	\$29,280.24	\$20,375.67
942 HOT SPOT INSURANCE	\$0.00	\$0.00	\$705.00	\$0.00	\$705.00	\$0.00	\$705.00
943 ALTERNATIVE SCHOOL GRANTS	\$0.00	\$0.00	\$80.55	\$0.00	\$80.55	\$0.00	\$80.55
944 CHILD NUTRITION BANQUETS	\$0.00	\$0.00	\$124.00	\$0.00	\$124.00	\$0.00	\$124.00
945 SPS FOOD SERV ASSOC	\$0.00	\$0.00	\$8,340.44	\$4,156.72	\$4,183.72	\$0.00	\$4,183.72
946 SOFT DRINK MONEY	\$0.00	\$7,596.00	\$10,890.63	\$306.27	\$18,180.36	\$4,294.27	\$13,886.09
947 ALTERNATIVE SCHOOL	\$0.00	\$0.00	\$3,487.11	\$0.00	\$3,487.11	\$85.00	\$3,402.11
949 CLEARING ACCOUNT	\$0.00	\$0.00	\$82.81	\$0.00	\$82.81	\$0.00	\$82.81
950 SERVICE CENTER	\$0.00	\$0.00	\$367.43	\$0.00	\$367.43	\$0.00	\$367.43
952 CHROMEBOOK INS/REPAIR	\$0.00	\$47.30	\$49,039.31	\$6,641.80	\$42,444.81	\$0.00	\$42,444.81
954 5TH GRADE ELEM BASKETBALL	\$0.00	\$0.00	\$1,238.25	\$0.00	\$1,238.25	\$0.00	\$1,238.25
956 CENTENNIAL PLAZA PROJECT	\$0.00	\$0.00	\$1,973.34	\$0.00	\$1,973.34	\$0.00	\$1,973.34
957 HOMELESS	\$0.00	\$0.00	\$564.99	\$0.00	\$564.99	\$0.00	\$564.99
960 ATHLETIC SPORTS OVERALL	\$0.00	\$1,386.47	\$7,864.59	\$718.71	\$8,532.35	\$8,506.05	\$26.30

Sapulpa Public Schools

Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 7/1/2022 - 7/31/2022

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
961 FOOTBALL BUDGET	\$0.00	\$564.00	\$30,747.98	\$3,052.68	\$28,259.30	\$11,698.33	\$16,560.97
962 BOYS BASKETBALL BUDGET	\$0.00	\$450.00	\$2,450.16	\$450.00	\$2,450.16	\$0.00	\$2,450.16
963 GIRLS BASKETBALL BUDGET	\$0.00	\$0.00	\$1,597.48	\$0.00	\$1,597.48	\$0.00	\$1,597.48
964 BASEBALL BUDGET	\$0.00	\$0.00	\$11,581.97	\$4,935.39	\$6,646.58	\$245.00	\$6,401.58
965 SOFTBALL BUDGET	\$0.00	\$0.00	\$8,163.53	\$0.00	\$8,163.53	\$4,385.05	\$3,778.48
966 WRESTLING BUDGET	\$0.00	\$0.00	\$2,498.65	\$0.00	\$2,498.65	\$0.00	\$2,498.65
967 TENNIS BUDGET	\$0.00	\$0.00	\$621.45	\$0.00	\$621.45	\$0.00	\$621.45
968 TRACK BUDGET	\$0.00	\$0.00	\$584.75	\$0.00	\$584.75	\$0.00	\$584.75
969 GOLF BUDGET	\$0.00	\$0.00	\$6,803.45	\$0.00	\$6,803.45	\$648.21	\$6,155.24
971 ATHLETIC - BOOSTER CLUB	\$0.00	\$650.00	\$105,882.34	\$9,847.77	\$96,684.57	\$8,499.13	\$88,185.44
972 CROSS COUNTRY BUDGET	\$0.00	\$192.18	\$11,170.01	\$0.00	\$11,362.19	\$4,589.93	\$6,772.26
973 BOYS SOCCER BUDGET	\$0.00	\$0.00	\$1,413.94	\$266.00	\$1,147.94	\$0.00	\$1,147.94
974 ATHLETICS - TRAINER	\$0.00	\$0.00	\$19.32	\$0.00	\$19.32	\$0.00	\$19.32
975 GIRLS SOCCER BUDGET	\$0.00	\$0.00	\$8,301.41	\$0.00	\$8,301.41	\$330.00	\$7,971.41
976 GIRLS VOLLEYBALL BUDGET	\$0.00	\$0.00	\$8,119.96	\$1,050.00	\$7,069.96	\$2,333.00	\$4,736.96
977 CHEER BUDGET	\$0.00	\$990.00	\$6,598.47	\$4,260.00	\$3,328.47	\$0.00	\$3,328.47
978 ALL EVENTS GATE	\$0.00	\$0.00	\$12,846.44	\$6,569.00	\$6,277.44	\$3,856.00	\$2,421.44
979 JR HIGH CHEER	\$0.00	\$0.00	\$3,305.06	\$0.00	\$3,305.06	\$0.00	\$3,305.06
983 DRUG TEST-PHYSICALS	\$0.00	\$5,694.30	\$16,681.89	\$6,104.00	\$16,272.19	\$8,612.65	\$7,659.54
985 SPONSORS 2022-2023	\$0.00	\$0.00	\$17,502.00	\$0.00	\$17,502.00	\$0.00	\$17,502.00
986 CHIEFTAIN CENTER CONCESSION	\$0.00	\$160.00	\$19,848.09	\$4,576.29	\$15,431.80	\$4,710.38	\$10,721.42
Total	\$0.00	\$34,448.84	\$1,283,993.02	\$95,032.20	\$1,223,409.66	\$156,783.89	\$1,066,625.77

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

	GENERAL FUND	BUILDING FUND	CH NUTR FUND	BOND FUND	SINKING FUND	
BEG BALANCE	3,894,683.20	575,741.59	883,324.10	1,521,731.33	1,233,121.95	8,108,602.17
DEPOSITS	764,989.16	5,141.89	135.83	0.00	22,905.69	793,172.57
CHECKS ISSUED						
Current Year	1,250,976.28	18,932.52	10,933.15	0.00	0.00	
Prior Year	83,806.35	66,130.91	8,957.92	10,732.00	0.00	
END BALANCE	3,324,889.73	495,820.05	863,568.86	1,510,999.33	1,256,027.64	7,451,305.61
Last Yr Same Month	2,403,367.06	546,414.22	287,553.05	3,936,968.83	805,199.62	7979502.78
Gain or (Loss)	921,522.67	-50,594.17	576,015.81	-2,425,969.50	450,828.02	



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


Kenda Terrones, Treasurer

GENERAL FUNDPREVIOUS
TOTALCURRENT
MONTHNEW
YR-TO-DATELocal Revenue

Current Ad Valorem	0.00	18,175.96	18,175.96
Prior Ad Valorem	0.00	10,125.15	10,125.15
Homestead & In Lieu Tax	0.00	0.00	0.00
Interest Earned	0.00	5,027.76	5,027.76
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	0.00	1,115.41	1,115.41
Donations and Contributions	0.00	0.00	0.00
Repayment from CNF	0.00	0.00	0.00
Repayment from Activity Fd	<u>0.00</u>	<u>2,743.80</u>	<u>2,743.80</u>
Local TOTALS	0.00	37,188.08	37,188.08

County Revenue

Mill Levy	0.00	5,911.28	5,911.28
Mortgage Tax	<u>0.00</u>	<u>11,312.24</u>	<u>11,312.24</u>
County TOTALS	0.00	17,223.52	17,223.52

State Revenue

Gross Production	0.00	26,780.84	26,780.84
Auto Tags	0.00	30,844.84	30,844.84
School Land	0.00	48,089.37	48,089.37
Tax Stamps & Other Misc	0.00	623.39	623.39
Farm Implement Tax Stamp	0.00	0.00	0.00
State Aid (Fdn. & Incentive)	0.00	0.00	0.00
Flexible Benefit	0.00	0.00	0.00
Alternative Ed/High Challenge	0.00	0.00	0.00
Staff Development	0.00	0.00	0.00
National Board Cert Stipends	0.00	0.00	0.00
Reading Sufficiency	0.00	0.00	0.00
State Textbook Allocation	0.00	0.00	0.00
Driver's Education	0.00	0.00	0.00
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	0.00	0.00	0.00
Voc. Incentive Assistance	0.00	0.00	0.00
Okla Education Lottery Fund	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
State TOTALS	0.00	106,338.44	106,338.44

Federal RevenueY-T-DCURY-T-D

FEMA	0.00	0.00	0.00
Title VII - Indian Ed (561)	0.00	46,153.66	46,153.66

JROTC	0.00	5,617.82	5,617.82
SIG Grants -Liberty	0.00	0.00	0.00
Title I (511)	0.00	120,282.73	120,282.73
Title II Part A (541)	0.00	12,933.21	12,933.21
IDEA-B Flow Thru (621)	0.00	179,242.83	179,242.83
IDEA-B Preschool 3-5 (641)	0.00	3,325.00	3,325.00
Title 10 (596)	0.00	3,716.31	3,716.31
JOM (563)	0.00	0.00	0.00
CARES Act	0.00	225,412.72	225,412.72
Carl Perkins (421)	<u>0.00</u>	<u>7,554.84</u>	<u>7,554.84</u>
Federal TOTALS	0.00	604,239.12	604,239.12
TOTAL GEN FUND	0.00	764,989.16	764,989.16
<u>BUILDING FUND</u>			
Current Taxes	0.00	0.00	0.00
Prior Taxes	0.00	2,595.84	2,595.84
In Lieu of Taxes	0.00	1,446.05	1,446.05
Facility Rental	0.00	1,100.00	1,100.00
Insurance Recovery	0.00	0.00	0.00
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	0.00	5,141.89	5,141.89
<u>CHILD NUTR FUND</u>			
Local (Meals, Interest, etc)	0.00	135.83	135.83
State Reimbursement	0.00	0.00	0.00
Federal Reimbursement	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Child Nutrition Fund TOTALS	0.00	135.83	135.83
<u>TOTAL GF/BF/CNF</u>	0.00	770,266.88	770,266.88
<u>BOND FUND</u>			
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	0.00	0.00	0.00
<u>SINKING FUND</u>			
Current Taxes	0.00	0.00	0.00
Prior Taxes	0.00	14,025.66	14,025.66
In Lieu of Taxes	0.00	8,880.03	8,880.03
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	0.00	22,905.69	22,905.69
<u>INSURANCE REIMBURSEMENT FUND</u>	0.00	0.00	0.00
GRAND TOTAL	0.00	793,172.57	793,172.57

UTILITIES COMPARISON 2020-21 TO 2022-23

	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>INCR/DECR</u>	<u>INCR/DECR</u>	<u>%</u>
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%
Apr 22	16,418	14,597	33,771	9,593	27,204	101,582	844,577	33,888	169,470	20.07%
May 22	17,513	21,702	37,776	8,541	10,822	96,355	940,931	26,448	195,918	20.82%
Jun 22	22,543	16,329	40,916	5,941	4,027	89,756	1,030,687	20,840	216,758	26.63%
May 22	9,184	5,611	50,686	5,534	95	71,110	71,110	31,984	31,984	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

Budgeted	
2022-23	
5772	
12,483,818.55	
4,124,802.45	
8,359,871.40	
4,300,000.00	
<u>29,268,492.40</u>	
<u>3,407,282.91</u>	
32,675,775.31	
20,551,629.31	
5,497,165.02	
600,000.00	
400,000.00	
600,000.00	
1,700,000.00	
50,000.00	
400,000.00	
<u>-</u>	
29,798,794.33	
2,876,980.98	9.83%

Mental Health Coordinator
 Behavioral Specialists x 2
 Network Engineer
 MS Secretary
 Band Instructor
 Asst Transportation Director
 Added Teaching positions x5

(81,600.00)
 (120,000.00)
 (48,000.00)
 (24,000.00)
 (60,000.00)
 (84,000.00)
 (300,000.00)

2,159,380.98 7.38%



Drumright Campus

3 CT Circle
Drumright, OK 74030
918.352.2551

Pipeline Center
918.352.4517

**Transportation &
Safety Education**
918.352.7311

Safety Training
201 N Settle Dr
Drumright, OK 74030
918.352.4516

Sapulpa Campus

1720 S Main St
Sapulpa, OK 74066
918.224.9300

**Industrial &
Safety Center**
918.224.0235

July 19, 2022

Rob Armstrong, Superintendent
Sapulpa Public Schools
511 E. Lee
Sapulpa, OK 74066

Dear Rob:

The Central Tech Board of Education at the July 12, 2022, meeting approved the Drop-Out Recovery Joint Agreement to be extended to the high schools in our district. The purpose of the Joint Agreement is to provide educational and technical training opportunities to students of the Sapulpa Public Schools who have dropped out of the system or are at immediate risk of dropping out of the system.

The Drop-Out Recovery Program is called Project Turning Point. Project Turning Point is an educational program designed to assist high school students between the ages of 16 and 19 years of age to obtain a saleable technical skill and at the same time earn the credits necessary to receive a high school diploma. This program will serve students from the 18 sending schools of the Central Technology District. The program will be located on the Sapulpa campus only for the 2022/2023 school year. Transportation will be provided for schools directly utilizing Central Tech transportation to the Sapulpa campus. Students who do not reside in locations where transportation to Sapulpa campus is provided are responsible for furnishing their own transportation to participate in the program.

The need for a Drop-Out Recovery program has been discussed during our monthly superintendent's meetings. The consensus of the group expressed an overwhelming need for such a program and the need for the program would continue to expand because of the increased academic requirements. The participating schools will officially enroll students to ensure that ADM funding will be collected. Considering recent budget cuts Central Tech has decided to offer Turning Point at no cost to our participating schools for FY 2022-2023.

The Project Turning Point dropout prevention program is a comprehensive instructional, occupational training and counseling program that will serve approximately 20-25 students in a setting which simulates a family-like atmosphere. There will be multiple adults working with these students which permits considerable individual attention for each student. The occupational component of the program provides "hands-on" educational experience in an adult-like, high-technology work environment that reinforces basic skills. The academic component provides the basic courses required for high school graduation and is based on the graduation requirements of each school. Life skills classes will allow students to develop a sense of self-esteem, self-achievement, and cooperation. Student commitment and parental involvement will be integral parts of the program.

The joint agreement enclosed with this letter specifies how this partnership will work to allow students to participate in the program. If you would like to participate in the Project Turning Point program, please present this agreement to your Board for approval and return the signed agreement to me.

If you have questions or need additional information, please contact me at 918-352-2551, extension 231, or at kent.burris@centraltech.edu. Thank you for your support of this partnership and for your help in providing an opportunity for success to students who have dropped out of school.

Sincerely,

Kent Burris
Superintendent

**PROJECT TURNING POINT
JOINT DROP-OUT RECOVERY PROGRAM AGREEMENT**

Sapulpa High School and Central Technology Center enter into this Joint Program Agreement to provide the Project Turning Point Drop-Out Recovery Program to Sapulpa students.

1. Purpose: Sapulpa Public Schools and Central Technology Center desire to enter into a joint program in order to provide educational and technical training opportunities to students of Sapulpa Public Schools who have dropped out of the school system or who are at immediate risk of dropping out of the system.
2. Term: This agreement will become effective July 1, 2022, following approval by the Sapulpa Public School's Board and shall continue in effect until June 30, 2023.
3. Students: Sapulpa Public Schools will identify students who are eligible for Project Turning Point. Those students will be enrolled at Sapulpa Public Schools and Sapulpa Public Schools will receive the funding appropriate from the State Department of Education for the students. Students will attend all classes at Central Tech in locations to be determined by Central Tech.
4. Sapulpa Public School's (SPS) Responsibilities:
 - a. SPS agrees to designate a contact person at the high school who will be responsible for student referral, provide transcripts and general relevant information for each student and work with the Turning Point Staff to confirm credits and documentation necessary to meet the requirements for graduation for enrolled students.
 - b. SPS agrees to officially enroll students in order to ensure that ADM funding will be collected by Sapulpa Public Schools.
5. Central Technology Center's (CT) Responsibilities:
 - a. CT agrees to provide highly qualified academic teachers in the areas of English, Mathematics, Social Studies and Science.
 - b. CT agrees to provide classroom space for the students of Project Turning Point
 - c. CT agrees to provide Oklahoma State Department of Education approved online courses through OdysseyWare.
 - d. CT will provide academic and career assessments for Turning Point students and technical training based on the student's occupational goals.
 - e. CT Turning Point staff agrees to furnish all necessary enrollment information, attendance information, grades, and credits earned on each student enrolled from Sapulpa Public Schools.

Approved by the Central Technology Center
Board of Education
On the 12th day of July, 2022

Approved by the Sapulpa Public Schools'
Board of Education
On the ____ day of _____, 2022

Kent Burris, Superintendent
Central Technology Center
3 C T Circle, Drumright, OK 74030

Rob Armstrong, Superintendent
Sapulpa Public Schools
511 E. Lee
Sapulpa OK

Drumright Campus

3 CT Circle
Drumright, OK 74030
918.352.2551

Pipeline Center
918.352.4517

**Transportation &
Safety Education**
918.352.7311

Safety Training
201 N Settle Dr
Drumright, OK 74030
918.352.4516

Sapulpa Campus

1720 S Main St
Sapulpa, OK 74066
918.224.9300

**Industrial &
Safety Center**
918.224.0235

July 19, 2022

Rob Armstrong, Superintendent
Sapulpa Public Schools
511 E. Lee
Sapulpa, OK 74066

Dear Rob:

The State Board of Education grants technology centers the opportunity to offer academic credits. The following academic credits are available to students at Central Technology Center:

- **Computer science credit** is available for several courses at Central Tech utilizing extensive computer science skills. *(Please refer to the attached sheet for specific information for each course.)* Approval can be obtained through **Oklahoma's Promise** for students to substitute two **computer science** courses for the foreign language requirement. The computer science credit also meets requirements for **College Prep/Work Ready and CORE Diploma Pathways**. Counselors with students needing this credit should visit with Central Tech counselors to make this request.
- **Algebra II** will be offered at the Sapulpa campus for Central Tech students. These math courses are taught by certified math instructors. Enrollment is at the request of the partner high school counselor and is based on an as-needed basis on both the Drumright and Sapulpa campuses as space is available.
- Central Tech also offers **Biology II, AP Biology, Anatomy and Physiology** with a certified science instructor teaching these courses as lab science classes. Health Careers students take Anatomy and Physiology on the Drumright and Sapulpa campuses. Biology II classes are open to other students on an as-needed basis on both the Drumright and Sapulpa campuses if space is available. Enrollment is at the request of the partner high school counselor and is based on an as-needed basis on both the Drumright and Sapulpa campuses as space is available.
- At Drumright, Pre-Engineering Academy students will receive at least one math credit and one science credit each year. Biomedical Science students will receive three science credits and one math credit each year. Lab science options include **Anatomy, Physiology, Chemistry, AP Biology, Physics**. Mathematics options include **Algebra II, AP Calculus, Geometry, Pre-Calculus and Statistics & Probability**.
- **Senate Bill 1370** allows for the acceptance and completion of one year of a full-time, three-hour career and technology program leading to an industry credential/certificate or college credit to count for a third math credit to meet graduation requirements for students on the CORE curriculum. It is the local board decision as to how to transcript this credit.

The State Board of Education requests that your Board approve these course offerings as part of your school district's curriculum to allow your students to receive the appropriate academic credits. Please email the board minutes showing approval to jennifer.arnold@centraltech.edu in PDF format or mail them to her attention. (Academic Course list attached.)

If you have questions, please contact LaDonna Gear, Assistant Superintendent, at 918-352-2551, extension 274. Thank you for your support.

Sincerely,



Kent Burris, Superintendent

Course Information for Accreditation Report

2022 - 2023



Central Tech

Drumright & Sapulpa Campuses



CENTRAL TECHNOLOGY CENTER			
Course Information for Accreditation Report 2022-2023			
Program Name	Credit Type	Subject Code	Total Credits
*students can ONLY earn a total of 4 credits each year			
Advanced Health Careers (2nd Year Students Only)			
Second Year Students:			
Health Studies - Advanced	Elective credit	9400	4
Automated Robotic Technology			
First Year Students:			
Mechatronics	Elective credit	9723	4
Second Year Students:			
Mechatronics - Specialized	Elective credit	9724	4
Automotive Service Technology			
First Year Students:			
Automotive Service Technology	Elective credit	9906	4
Second Year Students:			
Automotive Service Technology - Specialized	Elective credit	9907	4
Biomedical Sciences (Biomedical students will receive <u>THREE</u> science credits and <u>ONE</u> math credit each year)			
First Year Students:			
PLTW Principles of Biomedical Science (Fall) *honors	Science credit	8706	1
PLTW Human Body Systems (Spring) *honors	Science credit	8707	1
Academic Options: (students are placed into <u>ONE</u> academic math & <u>ONE</u> academic science)			
Geometry *honors	Math credit	4520	1
Algebra II *honors	Math credit	4412	1
Pre-Calculus *honors	Math credit	4611	1
Chemistry *honors	Science credit	5051	1
Physics *honors	Science credit	5211	1
Second Year Students:			
PLTW Medical Interventions (Fall) *honors	Science credit	8708	1
PLTW Biomedical Innovation (Spring) *honors	Science credit	8719	1
Academic Options: (students are placed into <u>ONE</u> academic math & <u>ONE</u> academic science)			
Algebra II *honors	Math credit	4412	1
Pre-Calculus *honors	Math credit	4611	1
AP Calculus AB *honors	Math credit	4615	1
AP Biology *honors	Science credit	5035	1
Physics *honors	Science credit	5211	1
Pre-Calculus *honors	Math credit	4611	1
Statistics & Probability *honors	Math credit	4740	1
* honors courses follow an honors grading scale			

Business and Information Technology (a student enrolled in "Entrepreneur" major is eligible to get a credit for			
First Year Students:			
Administrative Support	Elective credit	9202	2
Fundamentals of Technology	Computer Science credit	8169	1
Fundamentals of Administrative Technologies	Computer Science credit	8103	1
Second Year Students:			
Administrative Support - Advanced	Elective credit	9226	4
Computer Aided Drafting			
First Year Students:			
Computer-Aided Drafting Construction	Elective credit	9054	3
Fundamentals of CADD	Computer Science credit	8905	1
Second Year Students: (students will choose Manufacturing CADD OR Architectural CADD)			
Computer-Aided Drafting Manufacturing	Elective credit	9681	3
Manufacturing CADD	Computer Science credit	8906	1
Architectural CADD	Computer Science credit	8903	1
Construction Trades			
First Year Students:			
Carpentry	Elective credit	9053	4
Second Year Students:			
Carpentry - Specialized	Elective credit	9078	4
Cosmetology (students CANNOT be pulled out of this program for an academic credit)			
First Year Students:			
Cosmetology	Elective credit	9478	4
Second Year Students:			
Cosmetology - Specialized	Elective credit	9488	4
Criminal Justice			
First Year Students:			
Criminal Justice	Elective credit	9629	4
Second Year Students:			
Criminal Justice - Specialized	Elective credit	9638	4
Diesel Technology			
First Year Students:			
Medium/ Heavy Diesel Service	Elective credit	9912	4
Second Year Students:			
Medium/ Heavy Diesel Service - Specialized	Elective credit	9913	4

Digital Media			
First Year Students:			
Multimedia Technology (spring)	Elective credit	9540	2
Fundamentals of Technology (fall)	Computer Science credit	8169	1
Multimedia and Image Management Techniques (fall)	Computer Science credit	8150	1
Second Year Students			
Multimedia Technology - Specialized	Elective credit	9541	4
Electrical Trades			
First Year Students:			
Electricity	Elective credit	9057	4
Second Year Students:			
Electrical Trades	Elective credit	9058	4
Facilities Maintenance			
First Year Students:			
Introduction to Construction Technology	Elective credit	9098	4
Second Year Students:			
Construction Technology - Specialized	Elective credit	9099	4
Graphic Design			
First Year Students:			
Graphic Communications	Elective credit	9133	4
Second Year Students			
Graphic Communications - Specialized	Elective credit	9144	4
Health Careers (First Year Only) *Students will receive Anatomy/Physiology OR a Biology II credit			
First Year Students:			
Health Studies	Elective credit	9321	3
Anatomy	Science 0.5 credit	5333	0.5
Physiology	Science 0.5 credit	5220	0.5
Biology II	Science 1 credit	5032	1
Heating, Ventilation, A/C			
First Year Students:			
Heating, Ventilation, A/C	Elective credit	9059	4
Second Year Students:			
Heating, Ventilation, A/C - Specialized	Elective credit	9080	4

Medical Assisting *Students will receive Anatomy/Physiology OR a Biology II credit			
First Year Students:			
Medical Services	Elective credit	9326	3
Anatomy	Science 0.5 credit	5333	0.5
Physiology	Science 0.5 credit	5220	0.5
Biology II	Science 1 credit	5032	1
Second Year Students:			
Medical Services - Advanced	Elective credit	9388	4
Medical Front Office			
First Year Students:			
Administrative Support- Medical	Elective credit	9213	3
Fundamentals of Technology	Computer Science credit	8169	1
Second Year Students:			
Administrative Support Advanced- Medical	Elective credit	9218	3
Fundamentals of Administrative Technologies	Computer Science credit	8103	1
Network Security and Administration			
2022-2023			
Network Security	Computer Science credit	8131	2
Cybersecurity Basics	Computer Science credit	8256	2
2023-2024			
Computer Repair & Trouble Shooting I	Computer Science credit	8136	2
Computer Repair & Trouble Shooting II	Computer Science credit	8137	2
Pipeline Technology			
First Year Students:			
Pipeline Technology	Elective credit	9935	4
Second Year Students:			
Pipeline Technology Specialized	Elective credit	9936	4
Plumbing			
First Year Students:			
Plumbing	Elective credit	9067	4
Second Year Students:			
Plumbing - specialized	Elective credit	9095	4
Powersports Technology			
First Year Students:			
Motorcycle Technology	Elective credit	9914	4
Second Year Students:			
Motorcycle Technology - specialized	Elective credit	9927	4

Pre-Engineering Academy (Pre-Engineering students will receive ONE math and ONE science credit each year)

First Year Students:			
PLTW Principles of Engineering *honors	Computer Science credit	8710	1
PLTW Introduction to Engineering Design *honors	Computer Science credit	8709	1
Academic Options: (students are placed into ONE academic math & ONE academic science)			
Geometry *honors	Math 1 credit	4520	1
Algebra II *honors	Math 1 credit	4412	1
Pre-Calculus *honors	Math 1 credit	4611	1
Chemistry *honors	Science 1 credit	5051	1
Physics *honors	Science 1 credit	5211	1

Second Year / Third Year Students (students will be placed in TWO PLTW courses listed below each year)			
PLTW Aerospace Engineering *honors	Science credit	8715	1
PLTW Digital Electronics *honors	Math credit	8711	1
PLTW Civil Engineering & Architecture *honors	Elective credit	8713	1
PLTW Engineering Design & Development *honors	Elective credit	8716	1
Academic Options: (students are placed into ONE academic math & ONE academic science)			
Algebra II *honors	Math credit	4412	1
Pre-Calculus *honors	Math credit	4611	1
AP Calculus AB *honors	Math credit	4615	1
AP Biology *honors	Science credit	5035	1
Physics *honors	Science credit	5211	1
Statistics & Probability *honors	Math credit	4740	1

* honors courses follow an honors grading scale

Welding and Fabrication Technology			
First Year Students:			
Welding	Elective credit	9707	4
Second Year Students:			
Metal Fabrication	Elective credit	9702	4

Academic Courses are taught by highly qualified certified math and science instructors. The units given for the tech program is reduced by one credit for each academic credit taken. Central Tech students must be recommended by a partner school counselor to enroll in a pull-out academic math or science course. Academic options are listed above in the Biomedical and Pre-Engineering programs. Students needing an Algebra II credit that are **NOT** enrolled in Biomedical Sciences or Pre-Engineering will be enrolled in traditional Algebra II.

Senate Bill 1370 allows for the acceptance and completion of one (1) year of a full-time, three-hour career and technology program leading to an industry credential/certificate (endorsed or aligned) or college credit to count for a third math to meet graduation requirements for students on the CORE curriculum.

It is the local board decision as to how to transcript this credit.

SB 1370 – Transcription Guidance for Counselors According to 70 O.S. § 11-103.6(D)(2)(g), as amended by Senate Bill 1370 (2018), an approved CareerTech (CTE) course may be used to satisfy one unit of mathematics credit for students on the Core Curriculum pathway. For ease of reading and understanding the transcript, a footnote may be added. Sample language for the footnote is provided below:

Pursuant to 70 O.S. § 11-103.6(D)(2)(g), students on the Core Curriculum Pathway may satisfy one mathematics credit with either Computer Science or acceptance and successful completion of one (1) year of a full-time, three-hour career and technology program leading to an industry credential/certificate or college credit.

updated 6-28-2022





CCOSA

The Cooperative Council for
Oklahoma School Administration

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

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

This letter sets out the Agreement between the Cooperative Council for Oklahoma School Administration (CCOSA) and Sapulpa School District No. 33 of Creek County, Oklahoma (District) concerning the District’s participation in **CCOSA’s District Level Services Program** (Program) for the fiscal year ending June 30, 2023.

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

P.O. CALCULATION GRID

County Name: Creek County Number: 19

District Name: Sapulpa Public Schools District Number: 33

P.O. CALCULATION GRID

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

ADM (2020-21)	TOTAL COST
3512	\$2,000

Purchase Order Number: 2023-11-125

Purchase Order Amount: \$2,000

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



Superintendent Certification of Participation

I certify that on the 8th day of August 2022, the Board of Education of Sapulpa Public Schools voted to allow our school district to participate in the CCOSA District Level Services Program. The Sapulpa Board of Education has encumbered \$ 2,000 for the purpose of participating in the CCOSA District Level Services Program. The Board of Education acknowledges that participation in the Program will result in the provision of **advisory services** to designated administrators with Sapulpa Public Schools.

Signature of Superintendent
Board President

8/8/2022

Date

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

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

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

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



CCOSA’s District Level Services (DLS) Program

Designated Administrator Contact Form 2022-2023

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

Designated Administrators

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

<u>ADM</u>	<u># of eligible administrators</u>
10,000 +	3
1 to 9,999	2

<u>ADMINISTRATOR</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>
Donia Doudican	918-224-3400	ddoudican@sapulpaps.org
Katherine Stufflebeam	918-224-3400	kstufflebeam@sapulpaps.org
*		

*only if ADM exceeds 10,000

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



CCOSA

District Level Services School Year 2022-2023

CCOSA INDIVIDUAL MEMBERSHIP

(\$265-\$405)

Paid by member through
annual enrollment

Discounted Professional Learning

Advisory Consultation
with CCOSA attorney & directors
for individual member

Advocacy on behalf of
Public Education

Association-specific calls for
updates on current issues

Other benefits including, but not limited to:

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

CCOSA DISTRICT LEVEL SERVICES MEMBERSHIP

(\$1,500-\$4,000)

Paid by district*

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

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

Advocacy on behalf of
Public Education

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

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

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

NEW!



District Level Services School Year 2022-2023

SCHOOL DISTRICT MEMBERSHIP TRAININGS

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

Advocacy:

- Legislative Conference

School Law for Administrators:

- Summer, Fall and Spring

School Budget & Training:

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

Federal Program Boot Camps:

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

* Pricing Structure By ADM

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

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

**PARTICIPATION AGREEMENT AMONG
 OKLAHOMA STATE DEPARTMENT OF EDUCATION (OSDE),
 PUBLIC CONSULTING GROUP LLC (PCG), SUBSIDIARY OF
 PUBLIC CONSULTING GROUP HOLDINGS, INC.
 AND THE SCHOOL DISTRICT
 THE OSDE UNDER THE AUTHORITY OF AGREEMENT WITH
 OKLAHOMA HEALTH CARE AUTHORITY (OHCA)
 SCHOOL-BASED HEALTH SERVICES PROGRAM**

Sapulpa Public Schools

Participating School District

511 East Lee

Street Address

Sapulpa	OK	74066
City	State	Zip Code

This Participation Agreement (the “Participation Agreement”) is entered into by and among the Oklahoma State Department of Education (“OSDE”), Public Consulting Group LLC (“PCG”), and the above-referenced School District (“the DISTRICT”) as of July 1, 2022 (“Effective Date”).

We, the District will be participating in:

- Fee – for – Service (FFS)
- Medicaid Administrative Claiming (MAC)

*In order to participate in MAC, the District must participate in FFS

WHEREAS, the DISTRICT is a public school district that employs or contracts with health care providers to provide school-based health-related services to students including special-needs students; and

WHEREAS, the DISTRICT requires assistance in billing Medicaid for covered services that are provided to Medicaid-eligible students, and in collecting amounts billed; and

WHEREAS, OSDE is duly authorized to administer the Medicaid School Based Health Services (SBHS) program pursuant to its June 2017 contract with the Oklahoma Health Care Authority (“OHCA”) (the “Authorizing Agreement”); and

WHEREAS, PCG is duly authorized to provide Medicaid claiming services to the DISTRICT, pursuant to its contract with OSDE (Purchase Order 2659019209) (the “PCG Contract”); and;

WHEREAS, pursuant to the Authorizing Agreement and PCG Contract, in order to participate in the OSDE administered SBHS program, DISTRICT must record all health-related services they provide to special education students as well as the necessary claims support documentation in OK EDPlan™; and

WHEREAS, the DISTRICT wishes to participate in the SBHS program and allow PCG to coordinate Medicaid Administrative Claim (MAC) activities and for the DISTRICT to receive Medicaid claiming services from PCG pursuant to the terms and conditions contained in this Participation Agreement and in accordance with Authorizing Agreement and the PCG Contract; and

THEREFORE, OSDE, PCG, and the DISTRICT agree to the terms and conditions set forth in this Participation Agreement.

[Remainder of page intentionally left blank]

I. SCOPE OF SERVICES

- A.** PCG will perform the services and fulfill the operational responsibilities assigned to it in the attached **Exhibit A** and **Exhibit B**, in accordance with the terms and conditions of this Participation Agreement. The DISTRICT and OSDE will perform the services and fulfill the responsibilities assigned to them respectively in the attached **Exhibit A** and **Exhibit B**, in accordance with the terms and conditions of this Participation Agreement. However, PCG's performance of the services described in the attached **Exhibit A** and **Exhibit B** is expressly conditioned upon the DISTRICT's performance of its responsibilities and upon OSDE's performance of its responsibilities under the Participation Agreement and above-referenced **Exhibit A and Exhibit B**.
- B.** The parties to this Participation Agreement may expand the scope of this Participation Agreement to include other products or services offered by PCG, and to specify rates of payment for such products or services, by means of amendments to this Participation Agreement.
- C.** Additional scope of work if requested by the LEA. As a participant in the Oklahoma State Department of Education (OSDE) school-based Medicaid program districts will have the option to receive disability evaluation support through PresenceLearning.

This includes the following services:

- Direct evaluation support to Participating Districts of the OSDE Medicaid Program
- Virtual Evaluations
- Priority will be eligibility evaluations, followed by additional areas dictated by OSDE
- District engagement
- Performance Reporting (Monthly)
- Service Assessments and Feedback

II. TERM

- A.** The term of this Participation Agreement (the "**Term**") shall commence on the Effective Date and shall continue through June 30, 2023. Term of Service is further defined in Section VII of this agreement.
- B.** Notwithstanding the foregoing, this Participation Agreement will expire automatically upon the expiration or termination of the PCG Contract or the Authorizing Agreement, whichever occurs earlier.

III. CLAIMING AND COMPENSATION PROCEDURES

- A. Pursuant to the Authorizing Agreement, the PCG Contract, and this Participation Agreement, including the exhibits hereto, PCG will submit Medicaid reimbursement and quarterly MAC claims to OHCA on behalf of the OSDE and all DISTRICTs participating in the SBHS program.
- B. Pursuant to Article 5.1.C of the Authorizing Agreement, for services rendered on or after July 1, 2018, OHCA will make payments directly to the DISTRICT, within 45 days of submission of a clean claim, and OCHA will invoice DISTRICT for the State share of all such payments.
- C. For fee-for-service claims the DISTRICT hereby agrees to pay PCG 10% of the federal share amounts received from OHCA on account of the above-referenced claims, as compensation for PCG services.
 - a. PCG shall invoice the DISTRICT only after reimbursement has been received by the DISTRICT. Each invoice shall state the nature of the reimbursement received, the date of reimbursement, and the time period of the services provided by PCG.
- D. For MAC the DISTRICT hereby agrees to pay PCG 10% of the federal share amounts received from OHCA, as compensation for PCG services.
 - a. PCG shall distribute MAC reimbursement, less the 10% of the federal share, to the DISTRICT on a quarterly based only after the MAC claims has been paid by OHCA.
- E. Upon expiration or termination of this Participation Agreement, PCG shall be entitled to payments for services provided prior to termination. The parties acknowledge that one or more invoices may be submitted or recouped by PCG after the termination date, following reimbursements received by the DISTRICT on account of such services. Accordingly, the parties agree that the provisions associated with PCG's compensation shall survive expiration or termination of this Participation Agreement.
- F. This Agreement provides a mechanism for payment to the DISTRICT by OHCA (through OSDE and PCG) using federal funds from CMS, and the parties agree that it in no way creates a requirement for OHCA to reimburse any DISTRICT from OHCA state funds.

IV. DISALLOWANCES

If a reimbursement is disallowed after it was paid to the DISTRICT, PCG shall return to the DISTRICT any fees that were paid to PCG by the DISTRICT under Section III.C & D with respect to the disallowed reimbursement in accordance with the following terms:

- A. For disallowances on claims attributable to errors or omissions caused by PCG, PCG will work with the DISTRICT and take all reasonable actions to challenge the disallowance.
- B. PCG shall not be obligated to reimburse the DISTRICT for a disallowance if the DISTRICT, OSDE, or OHCA does not allow PCG to fully participate in the review and audit process.
- C. PCG shall not be obligated to reimburse the DISTRICT for any disallowance resulting from the errors, acts, or omissions of the DISTRICT. PCG's billing or preparing and MAC claim on behalf of the DISTRICT is in good faith and the data DISTRICT enters is processed by PCG on an "as is" basis. The DISTRICT warrants that (i) service data entered into OK EDPlan™ and/or PCG Claiming System and supporting claiming data furnished is accurate and complete and that (ii) the DISTRICT has appropriate records to substantiate claims submitted on their behalf by PCG.
- D. Subject to the terms provided in this Section, in the event claims are disallowed as a result of PCG's errors or omissions and federal funds are returned and all avenues for contesting the disallowance have been exhausted, PCG shall refund to DISTRICT an amount no greater than the amount paid by the DISTRICT on the amount disallowed. For the auditing process on claims attributable to errors or omissions caused by PCG, PCG shall bear the cost of such defense.

V. **RECORDS**

- A. Upon reasonable notice, which will be no less than ten (10) business days, unless circumstances require a more rapid response at which time the parties will mutually agree on a response deadline based on the size, scope and urgency of the request, PCG shall allow the DISTRICT and OSDE and any of their duly authorized representatives or agents reasonable access to any records of PCG that are pertinent to this Participation Agreement for the purposes of audits or examinations, provided that (i) any audit or examination requiring physical access to PCG's records shall take place during PCG's normal business hours of operation and in a commercially reasonable manner; and (ii) absent exigent circumstances, neither the DISTRICT nor OSDE shall request more than one (1) audit or investigation within a calendar year.
- B. PCG shall maintain its records relating to this Participation Agreement for a period of at least six (6) years from the date of service or claim payment, whichever is greater. For fee-for-service claims, upon expiration or termination of the Agreement, and DISTRICT elects not to participate in the next successive term, PCG will provide DISTRICT a zip file via SFTP

file transfer to include claims information in either text format or Excel format going back six (6) years from the date of expiration or termination. If additional years are required, a different file format, and/or a delivery method other than SFTP is requested, PCG will provide DISTRICT data in the requested date range and format and charge per hour to do so. The hours to complete the work will be priced at the prevailing PCG developer rates. DISTRICT shall be obligated to pay prior to delivery of the data.

VI. CONFIDENTIALITY

- A.** The parties recognize that this Participation Agreement concerns the use of information subject to federal and state laws including the Family Educational Rights and Privacy Act (“**FERPA**”) and the Individuals with Disabilities Education Act (“**IDEA**”).
- B.** The parties shall comply with the requirements of applicable federal and state laws relating to the confidentiality of information, and agree to amend this Participation Agreement as may be necessary to reflect changes in the applicable law.
- C.** PCG shall request from the DISTRICT, and the DISTRICT shall provide to PCG, only such information as is reasonably necessary to effectuate the purposes of this Participation Agreement. PCG shall take steps to safeguard all confidential information that it receives or creates pursuant to this Participation Agreement.
- D.** PCG shall not use confidential information received from the DISTRICT identifying individual students for any purpose other than the purposes of this Participation Agreement or other purposes expressly directed or allowed by the DISTRICT in a writing signed by the DISTRICT, and shall immediately notify the DISTRICT if such confidential information is subpoenaed or requested by a third party, or otherwise required to be disclosed by a lawful court order or by operation of law, or is improperly used, copied, or removed.
- E.** If the DISTRICT determines it necessary in order to comply with its obligations under law, the DISTRICT may examine facilities, systems, procedures, and records of PCG to the extent necessary in order to confirm the adequacy of security measures as they relate to this Participation Agreement, subject to adequate advance written notice of no less than ten (10) business days and any examination requiring physical access to PCG’s facilities or records shall take place including during PCG’s normal business hours of operation and in a commercially reasonable manner.
- F.** Upon expiration or termination of this Participation Agreement, PCG shall use reasonable and secure means to return or destroy (as directed in writing

by the DISTRICT) all documentary information protected by federal or state confidentiality laws that was received or created by PCG under this Participation Agreement. To the extent that destruction or return is not feasible, PCG will continue to extend the protections of the Agreement to such information and limit its further use, until such time as destruction or return is feasible.

- G. Nothing in this Participation Agreement is intended to confer any rights, remedies, obligations, or liabilities upon anyone other than the DISTRICT, PCG, and their respective successors and assigns.

VII. TERMINATION

This Participation Agreement may be terminated before the end of the term specified in Section II, as follows:

- A. **Without Cause:** Any party may terminate this Participation Agreement by giving written notice to the other parties no later than 30 days prior to end of current fiscal year, or such other period as is mutually agreed in advance by the parties.
- B. **For Convenience:** The DISTRICT or OSDE may terminate the Agreement for convenience only if the DISTRICT or OSDE determines that termination is in the best interest of the party. The DISTRICT or OSDE shall terminate the Contract for convenience by delivering to PCG a Notice of Termination for Convenience specifying the terms and effective date of Agreement termination. The Agreement termination date shall be a minimum of 30 days from the date the Notice of Termination for Convenience is issued by the DISTRICT or OSDE.
- C. **For Cause:** Any party may terminate this Participation Agreement if another party materially breaches its terms. This provision applies only if the non-breaching party provides written notice to the breaching party, and allows at least five (5) business days to cure the breach before the effective date of termination stated in the notice.
- D. **Authorizing Agreement:** PCG or OSDE may terminate this Participation Agreement immediately upon written notice in the event that the PCG Contract or the Authorizing Agreement is terminated or materially amended in such a manner as to materially affect the purpose of, or obligations set forth in, this Participation Agreement.
- E. **Provider Qualifications:** PCG or OSDE may terminate this Participation Agreement immediately in the event that a health care provider for the DISTRICT fails to maintain appropriate licensure or other qualifications for providing covered services.

- F. **DISTRICT Qualifications:** PCG or OSDE may terminate this Participation Agreement immediately in the event that the DISTRICT fails to maintain appropriate qualifications for participating in the program.

VIII. **OWNERSHIP INTERESTS AND LICENSE**

Subject to the terms and conditions of this Agreement, including DISTRICTS's performance of its obligations hereunder, PCG shall provide the EasyTrac™ (including application and related supporting services) to DISTRICT, as more fully described below.

A. Definitions:

- (i) "EasyTrac" means: (i) the Internet-based services described herein; (ii) all products related to such services; (iii) all New Releases, Updates, and Upgrades applicable to the foregoing and generally released by PCG; and (iv) the Documentation developed by PCG for distribution and use in combination with the foregoing.
- (ii) "New Releases" means any new revision of EasyTrac that includes significant enhancements which add new features to the EasyTrac and which generally will be designated by a new version number either to the left of the decimal point (e.g., from v2.03 to v3.00) or one decimal place to the right of the decimal point (e.g., from v2.03 to v2.10).
- (iii) "Updates" means any new revisions and/or modifications made to EasyTrac and/or documentation in order to correct operational errors.
- (iv) "Upgrades" means any new revision of EasyTrac that includes corrections and minor modifications to existing features and which generally will be designated by a new version number which has changed from the prior number only two places to the right of the decimal point (e.g., from v2.02 to v2.03).
- (v) (i) "PCG Claiming System" means: (i) the Internet-based system used for MAC herein; (ii) all Random Moment Time Study and cost reporting services; (iii) all New Releases, Updates, and Upgrades applicable to the foregoing and generally released by PCG; and (iv) the Documentation developed by PCG for distribution and use in combination with the foregoing.

B. PCG grants to DISTRICT, and DISTRICT accepts, a non-exclusive, non-transferable, non-sublicensable right and license, during the Term only, to access via the Internet and use EasyTrac™ and / or the PCG Claiming System to the extent reasonably necessary in performing related service coordination functions.

C. PCG grants to DISTRICT, and DISTRICT accepts, a non-exclusive, non-transferable, non-sublicensable royalty-free license under PCG's copyrights

in PCG's documentation, during the Term only: (i) to incorporate PCG's documentation, in whole or in part, into other written materials prepared by or for DISTRICT with respect to EasyTrac™ and / or the PCG Claiming System; and (ii) to reproduce and distribute modified and original versions of PCG's documentation, in hard copy or in an on-line format, as part of DISTRICT's documentation for EasyTrac™ and / or the PCG Claiming System, and, if such DISTRICT's documentation is in an on-line format, allow DISTRICT users to make print copies of the same.

- D.** DISTRICT shall not use or grant to any person or entity other than authorized DISTRICT users the right to use EasyTrac™ and / or the PCG Claiming System, which users shall be subject to the terms set forth herein. DISTRICT shall not distribute, market, or sublicense EasyTrac™ and / or the PCG Claiming System, and shall not permit any DISTRICT user or third party to do so.
- E.** DISTRICT shall ensure that appropriate proprietary notices indicating PCG's intellectual property rights in EasyTrac™ and / or the PCG Claiming System and related documentation are placed on all copies of written materials distributed by DISTRICT relating thereto. Examples of such documentation include training materials and manuals. DISTRICT shall not remove, modify, or suppress any confidentiality legends or proprietary notices placed on or contained within EasyTrac™ and / or the PCG Claiming System, and shall not permit any DISTRICT user or third party to do so.
- F.** DISTRICT shall not distribute any PCG documentation or intellectual property made available through this Agreement to any individual or organization that is not part of DISTRICT or an authorized DISTRICT user and shall not permit any DISTRICT user or third party to do so.
- G.** DISTRICT shall not transfer, rent, or permit access to EasyTrac™ and / or the PCG Claiming System to any third party, and shall not permit any DISTRICT user or third party to do so.
- H.** DISTRICT shall not modify, decompile, disassemble, or otherwise attempt to reverse engineer EasyTrac™ and / or the PCG Claiming System or any portion thereof, and shall not permit any DISTRICT user or third party to do so.
- I.** DISTRICT shall not circumvent any security protection within EasyTrac™ and / or the PCG Claiming System, and shall not permit any DISTRICT user or third party to do so.
- J.** Subject to the license rights granted to DISTRICT by this Section, all right, title, and interest in and to EasyTrac™ and / or the PCG Claiming System,

including the intellectual property rights and technology inherent in EasyTrac™ and / or the PCG Claiming System, are and at all times will remain the sole and exclusive property of PCG. No right to use, print, copy, distribute, integrate, or display EasyTrac™ and / or the PCG Claiming System, in whole or in part, is granted in this Agreement, except as is explicitly provided in this Agreement. Nothing contained in this Agreement will directly or indirectly be construed to assign or grant to DISTRICT any right, title, or interest in or to PCG's intellectual property rights or other rights in and to EasyTrac™ and / or the PCG Claiming System or PCG's trademarks. Except as expressly authorized by this Agreement, DISTRICT shall not use, display, copy, distribute, modify, or sublicense EasyTrac™ and / or the PCG Claiming System. PCG reserves all rights not expressly granted to DISTRICT by this Agreement.

- K. DISTRICT acknowledges that PCG is and shall remain the owner of all right, title, and interest in and to each of PCG's trademarks in any form or embodiment thereof and is also the owner of all goodwill associated with PCG's trademarks. All goodwill generated by DISTRICT use of EasyTrac™ and / or the PCG Claiming System with respect to PCG's trademarks shall inure exclusively to the benefit of PCG. DISTRICT shall promptly notify PCG of any third-party infringements of any of the PCG trademarks used in connection with EasyTrac™ and / or the PCG Claiming System, or any act of unfair competition by third parties relating to the PCG trademarks, within a reasonable time of OSDE's knowledge of such infringements or acts.
- L. PCG reserves the sole and exclusive right at its discretion to assert claims against third parties for infringement or misappropriation of its intellectual property rights in EasyTrac™ and / or the PCG Claiming System.

IX. LIABILITY AND INSURANCE

- A. PCG shall defend, indemnify, and hold harmless the DISTRICT and OSDE from and against any suit, proceeding, assertion, damage, cost, liability, and expense (including court costs and reasonable attorneys' fees) incurred as a result of claims by a third party against the DISTRICT or OSDE, employees, or agents arising from or connected with a claim, related to this Agreement, that any EasyTrac™ and / or the PCG Claiming System infringes any valid patent, copyright, trade secret, or other intellectual property right under the laws of the United States, provided that the DISTRICT and OSDE promptly notifies PCG, in writing, of the suit, claim, or proceeding, or threat of suit, claim, or proceeding, and provides PCG with reasonable assistance for the defense of the suit, claim, or proceeding. PCG will have sole control of the defense of any claim and all negotiations for settlement or compromise.

- B. To the extent permitted by applicable law, the DISTRICT shall defend, indemnify, and hold harmless PCG from and against any suit, proceeding, assertion, damage, cost, liability, and expense (including court costs and reasonable attorneys' fees) incurred as a result of claims by a third party against PCG, employees, or agents arising from or connected with any acts or omissions by the DISTRICT.
- C. PCG shall be liable to the DISTRICT and OSDE for consequential, incidental, exemplary, special or punitive damages resulting from or relating to the Agreement, whether based on breach of contract, tort, or otherwise, even if such party has been advised of the possibility of such damages. Under no circumstances shall PCG's aggregate liability under this agreement to OSDE exceed an amount equal to the total compensation paid to PCG pursuant to this agreement. PCG will maintain adequate insurance coverage for purposes of this Participation Agreement, including commercial general liability, worker's compensation, and errors and omissions liability insurance. PCG will provide to the DISTRICT a certificate of insurance upon request. Such certificate shall provide for thirty (30) days' notice prior to modification of terms or termination.

X. SUCCESSORS AND ASSIGNEES

- A. The parties each binds itself, its associates, partners, successors, assigns, and legal representatives to the other parties to this Participation Agreement with respect to all covenants of this Participation Agreement.
- B. No party shall assign any interest in this Participation Agreement or transfer any interest in the same (whether by assignment or notation) without prior written approval of the other parties.

XI. APPLICABLE LAW AND EXCLUSIVE FORUM

This Agreement shall be governed by the law of the State of Oklahoma, and any civil action arising under this Participation Agreement shall be brought in the State of Oklahoma, Oklahoma County.

XII. COMPLIANCE WITH LAWS

- A. The parties shall comply with all applicable federal and state laws and regulations.
- B. This Participation Agreement and the transactions contemplated hereby are intended to comply with all applicable federal and state laws and regulations including but not limited to fraud and abuse laws. In the event that this Participation Agreement or any of the transactions contemplated hereby are determined not to be in compliance with such laws and regulations, the

parties shall negotiate in good faith to modify the terms and provisions of this Participation Agreement to remedy any prior noncompliance. If compliance cannot reasonably be achieved, this Participation Agreement shall terminate at the election of any party and no party shall have any further rights or obligations hereunder, except as otherwise provided herein; provided, however, that the parties shall take all practicable action to remedy any noncompliance, if possible, including but not limited to repayment or return of any money or value received.

- C. This Agreement is intended to be interpreted as necessary to implement and comply with federal and state laws relating to confidentiality of health information and student information. The parties agree that any ambiguity in this Participation Agreement is to be resolved in favor of a meaning that complies with and is consistent with such laws.

XIII. EXTENT OF AGREEMENT AND ORDER OF PRECEDENCE

- A. This Participation Agreement represents the entire and integrated agreement among the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.
- B. This Participation Agreement may be amended or revised only by a written amendment signed by authorized representatives of all parties and referencing this Participation Agreement.
- C. The parties acknowledge that nothing in this Participation Agreement is intended to conflict with the PCG Contract or the Authorizing Agreement; in the event of a conflict between those agreement and this Participation Agreement, the terms and conditions of those agreement will govern, In the event of any conflict between the terms of this Agreement and the Attachments, the following order of precedence shall govern:
 - 1. Agreement
 - 2. Exhibit A – Operational Responsibilities
 - 3. Exhibit B – Compliance Checklist

XIV. PROCUREMENT

- A. The DISTRICT and OSDE are solely responsible for their compliance with applicable procurement laws and regulations.
- B. To the extent specifically authorized by applicable procurement laws and regulations, this Participation Agreement may be utilized by another school district or other entity for purposes of its own authority to contract with PCG. The terms of such resulting contract may differ from this Participation Agreement, and the DISTRICT and OSDE assume no

authority, liability, or obligation to PCG or to any other school district or other entity with respect to any such resulting contract.

XV. NOTICES AND CONTACT PERSONS

Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective either when delivered personally to the party for whom intended, or five days following deposit of the same into the United States mail (certified mail, return receipt requested, or first class postage prepaid), addressed to such party at the address set forth below, who shall serve as Contact Persons unless replaced by a party by written notice to the other party:

PCG

Cameron S. Lackey
Associate Manager
Public Consulting Group LLC
414 Union Street Suit 1100
Nashville, Tennessee 37219

OSDE

Joy Hofmeister
State School Superintendent
Oklahoma State Department of Education
2500 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

DISTRICT

Katherine Stufflebeam
Director of Special Services
Sapulpa Public Schools
511 East Lee
Sapulpa, Oklahoma 74066

XVI. MISCELLANEOUS

- A.** The parties understand that PCG is not required to perform the services on a full-time basis for DISTRICT and may perform services for other individuals and organizations consistent with the limitations in this Agreement.
- B.** The failure of a party to enforce a provision of this Agreement shall not constitute a waiver with respect to that provision or any other provision of this Agreement.
- C.** If any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Agreement shall continue in full force and effect.
- D.** Except as expressly provided in this Agreement, PCG does not make any warranty with respect to the contracted services, whether express or implied, and specifically disclaims any implied warranties, whether of merchantability, suitability, fitness for a particular purpose, or otherwise for said contracted services.

- E.** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.
- F.** Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
- G.** The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement. nor the meaning of any provisions hereof.
- H.** Each party represents that: (1) it has the authority to enter into this Agreement; and (2) that the individual signing this Agreement on its behalf is authorized to do so.
- I.** The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- J.** The provisions of this Agreement which by their nature would continue beyond the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties have executed this Participation Agreement as of the Effective Date written above.

For and on behalf of PCG:



Signature

Name: Cameron S. Lackey

Title: Associate Manager, PCG

Date: 6.15.2022

For and on behalf of the OSDE:



Signature

Name: Joy Hofmeister

Title: State School Superintendent

Date: 06/28/2022

For and on behalf of District:

Signature

Name: Wayne Richards

Title: Board President

Date Approved by School Board: 8/8/2022

AY 2022-2023

Memorandum of Understanding
Tulsa Community College
And
Sapulpa Public Schools

This Memorandum of Understanding (“MOU”) between Sapulpa Public Schools, Sapulpa, Oklahoma, (“partner”), and Tulsa Community College (“TCC”), an agency of the State of Oklahoma. Its purpose is to set forth the responsibilities and obligations of the parties with regard to dual credit programs. Tulsa Community College is dedicated to serving high school students while helping to develop a seamless and accessible transition to higher education. Tulsa Community College is a member of the National Alliance of Concurrent Enrollment Partnerships (NACEP). Established in 1999, NACEP provides standards of academic excellence, research, and advocacy. TCC has developed partnership guidelines based on NACEP standards in order to provide a valuable and credible academic experience. The TCC guidelines are available on request from the TCC Office of Dual Credit Programs. NACEP standards can be viewed at www.nacep.org.

TCC enrollment provides high school students an opportunity to earn transferable college credits while also satisfying high school course requirements through dual credit as well as an introduction to college academics and rigor. Additionally, this program provides an economical head-start through the tuition waiver program and reduced fee schedules for courses taught at community campuses, approved off-campus sites, or high school campuses during the regular school day. Through the program, students gain access to TCC writing labs, math labs, academic advisement, career advisement, libraries, clubs, organizations, and fitness centers.

1. Purpose

The purpose of this agreement is to foster increased access to college courses for high school students who have demonstrated the academic ability to complete a rigorous course of study. By using partner facilities to offer TCC courses, eligible students have an opportunity to participate in college courses during regular high school hours in a familiar environment. Students will earn high school academic credit and college credit, referred to as dual credit, as established by the Oklahoma Legislature in 70 O.S. §628.13. Any addendum shall be governed by the terms, provisions, and conditions set forth in this agreement.

2. Term

The agreement will be in continuous effect beginning in the semester in which the memorandum of understanding is signed unless terminated in writing by either institution. Either party shall have the right to terminate this MOU with or without cause by giving ninety (90) days prior written notice of intention to terminate at the end of the college semester during which the notice was provided. If the notice to terminate is received less than 90 days from the end of the college semester, then the agreement will conclude at the end of the following college semester. The parties agree to work in good faith to avoid any such termination. The rationale for the requested termination should be stated with the request, and the parties will attempt to resolve

AY 2022-2023

any disputes in a mutually satisfactory way. Any future agreements will be subject to their own terms for termination, which may differ from this memorandum of understanding.

3. Operations

A. TCC will ensure the following conditions:

- Admit high school students to the college according to the Oklahoma State Regents for Higher Education requirements.
- Offer 1000 level and 2000 level courses to a minimum of fourteen (14) pre-enrolled students.
- Hold courses open and accept enrollments to meet required minimum fourteen enrollments: minimums must be met by December 15 for spring courses and May 15 for fall courses.
- Accept course enrollments in addition to the minimum fourteen (14) students until the section fills or until the first class meeting.
- Post the Dual Credit Student Enrollment Portal and instructional video on the TCC Dual Credit Programs' web pages for participating high school districts.
- Counsel students on issues concerning academic success and higher education goals including course transferability, college majors, and pathways to Associates Degrees, or workforce certifications.
- Conduct annual training for high school counselors.
- Provide online and classroom delivered instruction for courses as agreed upon by TCC, the partner, attending districts, and appropriate external authorities.
- Endeavor to provide instructors and courses; however, TCC cannot guarantee course availability at the site.
- Provide curriculum and instructors for all TCC courses.
- Comply with the policies, practices, and procedures as outlined in the TCC faculty handbook at all times.
- Administer courses to follow a sixteen (16) week format and students will follow the established TCC calendar as it relates to add/drop dates, withdrawal dates, holidays, and unscheduled closings.
- Provide high schools with due dates for the course scheduling process. See addendums for specific program timelines.
- Provide TCC student ID cards to each concurrently enrolled student who presents a TCC ID number and photo identification at TCC Student Activities Centers. The ID card will provide students with access to all four (4) TCC libraries and online library access. Students are billed \$5.00 per semester.
- Allow students to enroll in additional courses on TCC campuses as well as in the courses taught at the off-campus site.
- All enrollments beyond the tuition waiver will be charged full TCC tuition.
- Send a password encrypted, electronic end of term grade spreadsheet to the district registrar or staff authorized to receive FERPA information.

AY 2022-2023

- Provide dual credit student orientations. Partners may attend scheduled orientations on TCC campuses, online, or students may view the dual credit orientation electronically from www.tulsacc.edu/dualcredit in the high school counselor's office.
 - Provide an early alert system via email to the district's high school counselor and/or administrator authorized to receive student information.
 - Provide ADA accommodations: TCC requires students to self-identify and submit appropriate professional documentation in accordance with the guidelines established by the Accessibility Resources Center located at 909 S. Boston Ave Room MC 331B.
 - The Director of Dual Credit Programs, TCC faculty department chairs, TCC Deans and Associate Deans, and the Associate Vice-President of Academic Affairs will review all course requests from participating high schools. Courses will be approved based on the program scope, collective resources, and available support for each course.
- B. The partner high school will ensure the following conditions:
- Ensure that each student has textbooks and instructional materials as required for each course and that no student is denied an opportunity to participate due to the inability to purchase textbooks and instructional materials.
 - Comply with the one hour and fifty minute TCC semester finals schedule.
 - Designate a representative as the liaison between the partner and TCC. The partner liaison provides program information and guidance to students, parents, and high school faculty.
 - Establish a process to confirm eligibility.
 - Support and help guide the development and integrity of the program through the partner high school principal and counselor(s).
 - Advise concurrently enrolling students on all issues concerning high school education, graduation, and college application requirements.
 - Distribute for signatures and retain the signed district's student/parent MOU (if used).
 - Communicate clearly to the parent and student regarding financial responsibilities and the college environment.
 - Ensure that students have an opportunity to enroll in courses necessary for high school graduation. TCC courses may not be available or convenient for some students so should not be depended on as the sole source for completing high school graduation requirements.
 - Include TCC courses in the high school course catalog.
 - Display TCC brochures, guides, posters, and other promotional materials that TCC provides in a designated area such as the high school guidance office.
 - Allow compliance with the TCC student policies and resources handbook during TCC class time. Note: Any student suspended or expelled from the high school will be expected to continue participating in his or her TCC class(es).
 - Provide program information and enrollment due dates to parents and students prior to registration periods.
 - Support the instructor and the student through standards set by TCC.

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- TCC campuses, including community campuses, do not close as frequently as high schools. If the high school closes and TCC does not, students will be expected to complete any homework or assigned readings and may be required to complete an online assignment, using Blackboard. Even when TCC is closed, students should keep up with the course agenda and check Blackboard for updated assignment schedules.
 - Provide an orientation for TCC faculty prior to the start of the semester if the district or partner campus is hosting TCC faculty. The orientation should include a tour of the campus, information about parking, keys to rooms, introductions to appropriate personnel, computer network passwords, IDs, and other information that may be unique to the site that faculty will need to teach their classes.
 - Provide students with adequate time to travel to and participate fully in courses and time to return to their home high school if applicable.
 - Provide, when course delivery model requires, qualified (per TCC standards) facilitators in classrooms, access to computer labs, and access to tutoring services. See addenda for specific program requirements.
 - Request all course additions or program changes in writing to the TCC Dual Credit Programs office.
 - Fall semester requests should be submitted by February 15th. Spring semester requests should be submitted by September 15th.
 - English courses require a minimum of 14 enrollments and a maximum of 20 enrollments per section. All other courses require a minimum of 14 and a maximum set by the discipline and faculty. All enrollment maximums are additionally based on the ability to provide a collegiate environment.
 - Course change requests and program requests should include the rationale for the additional course, any extenuating circumstances surrounding the request; the number of students qualified and expected to enroll in the course, and the availability of specialized equipment/labs if appropriate. The requests will be reviewed and newly approved courses may be offered in the following semester.
- C. Obligations of both TCC and Partner:
- Attend an annual senior leadership meeting.
 - Collaborate to provide program information, communication, promotional materials, and activities.
 - Collaborate to articulate curricula between the high school and the college.
 - Collaborate to develop a two-year pathway of academic course offerings. The course schedule will be reviewed annually.
 - Collaborate when advising a concurrently enrolled student to ensure that the student is apprised of all education options.
 - Attend scheduled dual credit updates and counselor summit.

D. High School Concurrently Enrolled Students Will:

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- Meet the minimum requirements as set forth by the Oklahoma State Regents for Higher Education. Admission and enrollment requirements are posted at www.tulsacc.edu and accompany the enrollment form.
- Complete the online TCC college admission application one week prior to enrollment.
- Enroll using the Dual Credit Student Enrollment Portal www.tulsacc.edu/dualcredit .
- Pay course fees and materials used via Bb for all courses at any TCC Bursar office or online.
- Pay full tuition incurred beyond the maximum tuition waiver amount.
- Assume responsibility for course materials.
- Complete a student orientation in person, online, or with a high school counselor via TCC's orientation presentations and materials.
- Assume all responsibility for personal actions during transportation to the course delivery sites and during the return to the home high school.
- Comply with the TCC student policies and resources as outlined in the TCC Student Code of Conduct (<http://www.tulsacc.edu/student-resources/student-handbook>) during TCC class time.
- Behave in the same manner as any student enrolled and participating in a college course as written in the TCC Student Code of Conduct available on the TCC website.
- Assume responsibility for any malicious destruction of property, equipment and materials belonging to the host concurrent delivery site and/or TCC.
- Read the district's student/parent MOU if required by the district (to be retained at the high school counselor's office).
- Participate as required and outlined in the course syllabus.
- Check the television, radio, and TCC Alerts for class cancellations due to unforeseen situations (weather), and log onto TCC Blackboard to complete any assignments.
- Assume responsibility for reporting grades to appropriate high school staff.

4. Financial Arrangements

- Students will pay the one-time admission fee of \$20.00 with the first semester enrollment.
- TCC will waive tuition via the state of Oklahoma and TCC's tuition waiver programs.
- TCC Financial Aid will apply the juniors' tuition waiver for a maximum of twelve (12) credit hours per semester beginning the summer after the 10th grade. The student must meet all OSRHE policy regulations for high school student early enrollment including being on track for graduation from high school in the spring of their senior year.
- TCC Financial Aid will apply the seniors' tuition waiver for a maximum of eighteen (18) credit hours during the three senior semesters of concurrent eligibility beginning the summer after 11th grade. The student must meet all OSRHE policy regulations for high school student early enrollment including being on track for graduation from high school in the spring of their senior year.

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- All courses are charged Oklahoma State Regents for Higher Education mandatory course fees regardless of delivery mode or location.
- Partners may set up third-party billing with the TCC bursar to eliminate student barriers.
 - Participating third-party billing high schools will be billed for all students on the TCC rosters after the semester drop date. Consult the TCC academic calendar for semester dates.
 - Students are not eligible to receive a federal T-1098 tuition statement for education credit for any amounts remitted by the district via 3rd party billing

5. Liability

Each party to this Agreement will be responsible for its own negligent acts or omissions and those of its employees, officers, volunteers or agents in the performance of this Agreement. Neither party will be considered the agent of the other nor does either party assume any responsibility to the other party for the consequences of any act or omission of any person or entity not a party to this Agreement. The terms of this provision shall survive the termination of the Agreement.

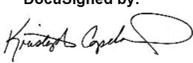
Both parties recognize that this is a programmatic agreement and does not afford TCC control of over any District property, therefore the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act does not apply to District property utilized under this agreement.

6. Independent Capacity

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

Official Signatures

We agree to the conditions and responsibilities and indicate by our signatures our commitment to provide quality dual credit enrollment courses for our students.

DocuSigned by:


D69EBC39220A495...

 Dr. Kristopher Copeland, Assoc. Vice-
 President Academic Affairs
 Tulsa Community College

Date: 7/11/2022

 School Board President or Superintendent
 Participating school or district

Date: _____

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MOU Addendum:

Precalculus Learning Community (PCLC)

In cooperation with the high school mathematics department, Tulsa Community College is offering eligible high school juniors and seniors the opportunity to earn three hours of college Mathematics (transferable to state universities) while at the same time satisfying their high school Mathematics requirement. The goal is for all students who take the Precalculus Learning Community (PCLC) class to successfully complete a TCC Pre-Calculus I Math 1513 course the following semester.

Tulsa Community College Responsibilities

- Meet with the district and high school administrations to review the MOU and addendums.
- Provide the high school with PCLC curriculum and objectives, which will be used during the fall semester to prepare students for the pre-calculus I course.
- Conduct an on-site or virtual information session during the first week(s) of the PCLC class.
- Provide a TCC Math faculty liaison to review the PCLC course materials with the high school math teacher and to provide support throughout the semester.
- Provide a 16-week online section of Pre-Calculus I Math 1513, taught by a TCC faculty who will communicate with the high school support instructor throughout the semester.
- Reserve seats for the PCLC students who meet admissions and enrollment criteria, who earn a C or better in PCLC, and who enroll by January 3 for spring semester.
- Process the high school junior or senior tuition waiver for all concurrent high school students as applicable.

High School District Responsibilities

- Follow the PCLC procedural timeline.
- Meet with the TCC dual credit director and high school administrations to review the MOU and addendum.
- Work with high school math teacher to identify students who want to go to college and who have a strong work ethic but who don't yet have the academic and/or study skills needed to succeed in a college-level math class.
- Communicate student deadlines for admission, enrollment, and payment to students.
- Recruit a qualified and interested math teacher to deliver the preparatory curriculum and to provide support for the online MATH 1513 class the following semester.
- Provide a dedicated class period and space for both PCLC and online MATH 1513.
- Send the math teacher's name and contact information to the Director of Dual Credit Programs by June 1.
- Notify the Director of Dual Credit Programs of any personnel changes during the semester and arrange for the new teacher to meet with the TCC faculty liaison.
- Provide students with computers and Internet access during the dedicated class period. Note: IT departments will need to assist students with technology issues when they take MATH 1513.
- Ensure that qualified students have access to course material, software, and textbooks.

High School Teacher responsibilities

- Send the PCLC class roster to the Dual Credit office by the second week of the semester
- Teach the PCLC math class:

- Meet with the TCC faculty liaison before the semester to review course curriculum, materials, and updates
- Attend TCC math faculty meeting/professional development activity, when offered
- Communicate regularly with the TCC faculty liaison throughout the semester
- Notify the TCC faculty liaison of any students who are not ready to take Math 1513
- Make sure students participate in/watch the video of the dual credit student orientation.
- Become familiar with Blackboard and other TCC technology.
- Provide supplemental instruction and or individual tutoring to reinforce the course's learning outcomes.
- Take attendance during both semesters' dedicated class periods.
- Check Bb grades once a week and alert the high school counselor if a student's grade drops below 70%.
- Counsel failing students into an on-level high school class.
- Support the TCC Student handbook, the TCC professor's syllabus, and the grading standards.
- Enforce the course etiquette policy and ensure that the classroom environment is conducive to studying. If necessary, the high school teacher will work with the TCC professor to dismiss students who consistently disrupt the designated study time.
- Avoid intervening in the student's day-to-day assignments. Although the course is taking place at a high school, students are expected to work independently during the dedicated class period and to behave as responsible college students.
- Assist with time management, study skills, and technology issues.
- Communicate regularly with the MATH 1513 professor
- Follow best practices for tutoring.

Student Responsibilities

- By week 14 of the preparatory semester, students must qualify for and enroll in the Tulsa Community Dual Credit program. Acceptance into the program requires
 - Junior or Senior status in high school
 - On-track for high school graduation with peer group
 - Enrolled in no more than 19 credit hours combined high school and college classes per semester
 - Demonstrate admission eligibility in one of the following ways:
 - ACT, Pre-ACT composite of 19 or above [ACT college code #3441]
 - SAT, PSAT10, PSAT -NMSQ composite of at least 990 [SAT college code # 6839]
 - H.S. GPA of 3.0 or above for an Oklahoma accredited high school
 - take the on-campus/residual ACT at TCC's Northeast Campus testing center—call 918-595-7594 for information and guidelines
- Successfully complete PCLC math course. Students earning a C or better in PCLC meet the placement criteria to enroll in the instructor designated section of online MATH 1513 only; the grade does not work for placement in any other section of MATH 1513. For any other Math 1513 class, students must demonstrate enrollment eligibility in one of the following ways:
 - ACT Math score of 19 or above
 - SAT Math score of 510 or above
 - Accuplacer range (see testing center)
 - unweighted High School GPA 3.4 (Jrs. 4 sem. transcript; Srs. 5 sem. transcript)
- Enroll in the designated section by January 3rd for spring semester. ***After this deadline, the MATH 1513 will be open to other high school students.***
- Sign the faculty association letter (student and parent)
- Complete a FERPA Student Records Release Form to allow communication between TCC and the high school instructor.

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- Attend TCC’s mandatory dual credit student orientation before or during Math 1513

TCC student FERPA waiver

Student records at Tulsa Community College are maintained in compliance with the Family Educational Rights and Privacy Act of 1974 as Amended in 1995. The Act affords students certain rights with respect to their educational records.

- These rights include the right of students to request access to their personal records and also the right to request the amendment of the student's education records that the student believes are inaccurate.
- The student must submit in writing a request precisely noting the record for review.
- Additionally, students have the right to consent of disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent.
- Upon request, the College discloses education records without consent to officials of another school in which a student seeks or intends to enroll.

The Act affords students the right to file a complaint with the U.S. Department of Education concerning alleged failures by the College to comply with the requirements of FERPA. The name and address of the Office that administers FERPA:

Family Policy Compliance Office, U.S. Department of Education 400 Maryland Ave, SW Washington, DC 20202-4605

In order to release information to a third party, a FERPA Release Form must be on file in the student's record.

The link below may be completed online or printed. Please release academic records to the high school mathematics teacher and or student support teacher and the TCC Pre-calculus I Learning Community mathematics personnel. You may return the form via your student TCC email account, fax w/ photo ID, or go to West Campus Enrollment Services, 7505 W. 41st Street, Tulsa, OK, FAX 918-595-8130.

https://www.tulsacc.edu/sites/default/files/file_attachments/ferpa_4-19-2018.pdf

Student Name	Student Signature	Date
Parent Name	Parent Signature	Date

Your student has been identified as a candidate for the Precalculus Learning Community course, a high school class that prepares students to succeed in a Tulsa Community College MATH 1513 course. This letter is to inform you about this opportunity.

Precalculus Learning Community is a class developed by college and high school math faculty with the goal of ensuring high school students are prepared for college-level mathematics. Many high school graduates do not meet the criteria to take a college-level math class and therefore have to take developmental studies or remedial classes during their first year at college. While taking Precalculus Learning Community does not guarantee that a student will be able to take MATH 1513 the following semester, students who take the class will be challenged to improve their math skills so they can avoid costly developmental studies courses.

The Precalculus Learning Community class helps prepare students for MATH 1513 by asking students to practice some of the same math concepts they will be asked to complete in MATH 1513. High school teachers will also

- Enforce strict deadlines for late work
- Require students spend time studying outside of class
- Review challenging learning outcomes from the precalculus curriculum
- Focus on time management skills
- Consult with a TCC math professor about learning outcomes and student progress

The high school instructor will continue to help students succeed in an online MATH 1513 class the following semester by providing tutoring, technology support, and encouragement. Although students will have a dedicated class period to work on MATH 1513, they are expected to work independently and to behave as responsible college students. The professor will follow college policies regarding attendance, academic freedom, and grades, and the high school teacher will reinforce college policies (including the professor's syllabus policies), take daily attendance, and ensure that the classroom environment is conducive to studying. Students who complete MATH 1513 successfully will have three hours of college credit, transferable to most colleges and universities and required of almost all degree programs.

If you would like your student to participate in this opportunity, please discuss the overview of student responsibilities and the project timeline with him or her. If he or she is interested, please sign and return this letter to your high school counselor.

Dear Student,

Congratulations! You are enrolled in Tulsa Community College. High school students who successfully complete TCC courses will earn college credit and—more importantly—will develop skills needed to succeed in future college classes. To help you succeed as a college student, this letter outlines some key differences between college and high school classes. These differences will also be reflected in the syllabus for each of your classes. The syllabus presents your professor’s specific policies, teaching methods, and deadlines for assignments, so be sure to read it carefully.

First, we want you to know that many students experience a drop in their grades during their first year of college because college professors determine grades differently than high school teachers. While effort, improvement, and good attendance all contribute to a student’s success in college, college grades are based primarily on how much a student learns and on how well he or she demonstrates that learning in a few major assignments. In a typical class, students must demonstrate an exceptionally high level of learning to earn A’s and B’s. The course syllabus will explain how you will be graded.

Second, most college courses require students to spend approximately six hours a week outside of class studying and completing assignments. Some students may master the material more quickly than others, but most need to manage their time so that they can meet this requirement. Students who have a demanding job or numerous extracurricular activities may have to forgo some social and family time to succeed in their classes.

Third, professors have the academic freedom to create their courses and to determine standards for their classes. (Please see the academic freedom statement below.) In some cases, course content may include sensitive political, cultural, and religious topics as well as controversial texts (readings, artwork, films, etc.). Students can expect to engage with and think critically about ideas and perspectives that may be different from their own and that may be challenging and uncomfortable.

Fourth, TCC faculty members are employed by TCC, so your high school administration does not play a role in dealing with any issue involving college professors. If you have concerns or questions about a professor’s teaching or grading, you should first schedule an appointment to talk to the professor. In most cases, the professor can address your concerns and questions and will help you succeed in the class. If talking to your professor does not alleviate your concerns, you can contact the appropriate faculty chair, whose contact information is on the course syllabus.

Finally, the Family Educational Rights and Privacy Act (FERPA) obligates college professors to protect the privacy rights of our students. Even when students waive their right to privacy, many professors feel strongly that students need to take responsibility for their own learning. Students in this class, therefore, should be mature and independent enough to discuss any concerns or problems with the instructor. If you want or need to share your grades on Blackboard, they will be updated after each major assignment, but you alone are responsible for monitoring your academic progress in this class and for contacting your professor if you have any concerns.

TCC faculty who teach concurrent enrollment courses are familiar with many of the challenges associated with this age group and are willing to work hard in helping students meet those challenges. We hope this class helps you meet your academic goals.

Sincerely,
TCC Faculty

Statement on Academic Freedom

“The U.S. Supreme Court recognizes a First Amendment right of institutional as well as individual academic freedom: “It is the business of a university to provide that atmosphere which is most conducive to speculation, experiment, and creation. It is an atmosphere in which there prevail ‘the four essential freedoms’ of a university – to determine for itself on academic grounds who may teach, what may be taught, how it shall be taught, and who may be admitted to study” [stated by Justice Felix Frankfurter in *Sweezy v. New Hampshire* (354U.S. 234 1957) and Justice Lewis Powell in *Regents of the University of California v. Bakke* (438 U.S. 265 1978)].

I have read and understand all the information presented in this letter.

Student Name [print]

Student Signature

Parent Name [print]

Parent Signature

The Precalculus Learning Community Timeline

March-April

- High schools indicate interest in offering/continuing to offer PCLC fall semester the following academic year
 - Schools offering the course for the first time will meet with the Dual Credit faculty chair and/or the Dual Credit Program director
 - High schools who have offered the course for at least one semester may discuss curriculum changes with the PCLC Math lead Professor.
- High schools identify students
 - High school math faculty should recruit current sophomores and juniors during the high school scheduling period.
 - High school sends letters to parents about the PCLC class
- High schools offering a spring semester PCLC class provide number of students earning a C or better in March. (For scheduling purposes, Dual Credit needs to know approximately how many students will be enrolling in Math 1513.)
 -

May-August:

- High school sends the math teacher's name(s) and contact information to the Director of Dual Credit Programs **no later than June 1**.
- HS math teacher meets with TCC faculty liaison to review curriculum.

August-October:

- HS teacher sends Dual Credit office a roster of students in PCLC.
- TCC faculty liaison meets with PCLC students, virtually or in person.
- HS math teacher communicates regularly with TCC faculty liaison.
- If offering the online instructor-supported Math 1513 fall semester for spring PCLC students, the students will complete TCC's dual credit orientation.

October-December

- HS teacher sends Dual Credit office number of students earning a C or better on October 1 (For scheduling purposes, Dual Credit needs to know approximately how many students will be taking Math 1513.)
- Students apply to TCC's Dual Credit program (<https://www.tulsacc.edu/programs-courses/dual-credit-programs>).
- Students complete additional testing, if necessary.
- Students enroll in designated online Math 1513. All students may enroll at this point, but any student who does not earn a C or better and receive the recommendation of the HS teacher will be removed from the class in January.
- HS teacher provides a final headcount of students eligible, no later than **Dec. 15**; spring semester PCLC instructors provide headcount—number of students enrolled in spring PCLC.

January-February

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- HS sends fall semester transcript by January 10th for each Math 1513 student to demonstrate all students meet placement criteria for Math 1513; TCC will de-enroll students who were projected to earn a C but did not.
- students complete TCC's dual credit orientation.
- MATH 1513 professor meets virtually or in person with students.
- TCC faculty liaison meets with any spring semester PCLC classes.
- HS math teacher helps students adjust to the professor's expectations.

March

Students pay Bursar

MOU Addendum:

College Preparatory English

In cooperation with the high school English department, Tulsa Community College is offering eligible high school students (second-semester sophomores, juniors, and/or seniors) the opportunity to earn three hours of college English (transferable to state universities) while at the same time satisfying their high school English requirements. The goal is for all students who take the College Preparatory English (CPE) class to successfully complete a TCC English 1113 course the following semester.

Tulsa Community College Responsibilities

- Meet with the district and high school administrations to review the MOU and addenda.
- Provide the high school with CPE curriculum, which includes a syllabus, selected readings, assignments, and grading rubrics.
- Conduct an on-site or virtual information session during the first week(s) of the CPE class.
- Provide a TCC English faculty liaison to review the CPE course materials with the high school English teacher and to provide support throughout the semester.
- Provide a 16-week online section of ENGL 1113, taught by a TCC faculty who will communicate with the high school support instructor throughout the semester.
- Reserve seats for the CPE students who meet admissions and enrollment criteria, who earn a C or better in CPE, and who enroll by January 3 for spring semester, by May 30 for fall semester.
- Process the junior or senior tuition waiver for all concurrent high school students as applicable.

High School District Responsibilities

- Follow the CPE procedural time-line.
- Meet with the TCC dual credit director and high school administration to review the MOU and addendum.
- Work with high school English faculty to identify students who want to go to college and who have a strong work ethic but who don't yet have the academic and/or study skills needed succeed in a college-level English class.
- Communicate the deadlines for admission, enrollment, and payments to the students.
- Recruit a qualified and interested English teacher to deliver the curriculum and to provide support for the online English 1113 class the following semester.
- Provide a dedicated class period and space for both CPE and online English 1113.
- Send the English teacher's name and contact information to the Director of Dual Credit Programs by June 1.
- Notify the Director of Dual Credit Programs of any personnel changes during the semester and arrange for the new teacher to meet with the TCC faculty liaison.
- Enforce the 25 student maximum enrollment in the course. To teach this course effectively, instructors must work with no more than 25 students each semester. If all 25 students place into English 1113 successfully, TCC will provide seats for all students who meet the deadline for enrollment.
- Grant the teacher professional development time during the semester to participate in a grade norming session
- Review the English teacher's lesson plans as needed to ensure he/she is adhering to the CPE curriculum
- Provide students with computers and Internet access during the dedicated class period. Note: IT departments will need to assist students with technology issues when they take English 1113.

- Ensure that qualified students have access to course materials. Neither the CPE nor the English 1113 class uses a textbook; however, students will need to print and/or photocopy online readings and other materials.

High School Teacher responsibilities

- Send the CPE class roster to the Dual Credit office by the second week of the semester
- Teach the CPE English class:
 - Meet with the TCC faculty liaison before the semester to review course curriculum, materials
 - Attend TCC English faculty meeting/professional development activities
 - Follow the curriculum closely and discuss any variations with the TCC faculty liaison
 - Communicate regularly with the TCC faculty liaison throughout the semester
 - Share a selection of graded assignments with the liaison twice during the semester
 - Notify the TCC faculty liaison of any students who are not ready to take English 1113
- Make sure students participate in/watch the video of the dual credit student orientation.
- Become familiar with English 1113 Blackboard site and other TCC technology.
- Print the TCC professor's syllabus, major assignments, and other materials.
- Go over the professor's syllabus with the students during the first week.
- Review the professor's handouts, assignment sheets, and grading rubrics with students and be familiar with other materials posted in Blackboard.
- Provide supplemental instruction and/or individual tutoring to reinforce the course's learning outcomes.
- Monitor student progress by taking attendance during both semesters' dedicated class periods.
- Check Bb grades once a week and alert the high school counselor if a student's grade drops below 70%
- Counsel failing students into an on-level high school class.
- Support the TCC Student handbook, the TCC professor's syllabus, and the grading standards.
- Enforce the course etiquette policy and ensure that the classroom environment is conducive to studying. If necessary, the high school teacher will work with the TCC professor to dismiss students who consistently disrupt the designated study time.
- Avoid intervening in the student's day-to-day assignments. Although the course is taking place at a high school, students are expected to work independently during the dedicated class period and to behave as responsible college students.
- Assist with time management, study skills, and technology issues.
- Communicate regularly with the English 1113 professor.
- Follow best practices for tutoring.

Student Responsibilities

- By week 14 of the preparatory semester, students must qualify for and enroll in the Tulsa Community Dual Credit program. Acceptance into the program requires
 - Junior or Senior status in high school
 - On-track for high school graduation with peer group
 - Enrolled in no more than 19 credit hours combined high school and college classes per semester
 - Demonstrate admission eligibility one of the following ways:
 - ACT, Pre-ACT composite of 19 or above [ACT college code #3441]
 - SAT, PSAT10, PSAT -NMSQ composite of at least 990 [SAT college code # 6839]
 - H.S. GPA of 3.0 or above for an Oklahoma accredited high school
 - take the on-campus/residual ACT at TCC's Northeast Campus testing center—call 918-595-7594 for information and guidelines.
- Successfully complete CPE. Students earning a C or better in CPE meet the placement criteria to enroll in the designated online section of English 1113 only; the grade does not work for placement in any other

section of English 1113. For any other English 1113 class, students must demonstrate enrollment eligibility one of the following ways:

- ACT reading score of 19 or above
- SAT reading / writing score of 510 or above
- Six-semester high school GPA of 3.2 (applies to seniors only)
- Appropriate score on TCC's placement tests (tests can be taken for free, twice a semester)
- Enroll in the designated section of online English 1113 by January 3rd for spring semester, May 30th for fall semester. **After these deadlines, the English 1113 will be open to other high school students.**
- Sign the faculty association letter (student and parent).
- Complete a FERPA Student Records Release Form to allow communication between TCC and the high school instructor.
- Attend the mandatory TCC dual credit student orientation before or during English 1113

TCC student FERPA waiver

Student records at Tulsa Community College are maintained in compliance with the Family Educational Rights and Privacy Act of 1974 as Amended in 1995. The Act affords students certain rights with respect to their educational records.

- These rights include the right of students to request access to their personal records and also the right to request the amendment of the student's education records that the student believes are inaccurate.
- The student must submit in writing a request precisely noting the record for review.
- Additionally, students have the right to consent of disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent.
- Upon request, the College discloses education records without consent to officials of another school in which a student seeks or intends to enroll.

The Act affords students the right to file a complaint with the U.S. Department of Education concerning alleged failures by the College to comply with the requirements of FERPA. The name and address of the Office that administers FERPA:

Family Policy Compliance Office, U.S. Department of Education 400 Maryland Ave, SW Washington, DC 20202-4605

In order to release information to a third party, a FERPA Release Form must be on file in the student's record.

The link below may be completed online or printed. Please release academic records to the high school English teacher and/or student support teacher and to the TCC English faculty liaison . You may return the form via your student TCC email account, fax w/ photo ID, or go to West Campus Enrollment Services, 7505 W. 41st Street, Tulsa, OK, FAX 918-595-8130.

https://www.tulsacc.edu/sites/default/files/file_attachments/ferpa_4-19-2018.pdf

Student Name	Student Signature	Date
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Parent Name	Parent Signature	Date
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College Preparatory English
Letter to parents

Dear Parent/Guardian,

Your student has been identified as a candidate for the College Preparatory English course, a high school class that prepares students to succeed in a Tulsa Community College ENGL 1113 course. This letter is to inform you about this opportunity.

College Preparatory English is a class developed by college and high school English faculty with the goal of ensuring high school students are prepared for college-level reading and writing. Many high school graduates do not meet the criteria to take a college-level English class and therefore have to take developmental studies or remedial classes during their first year at college. While taking College Preparatory English does not guarantee that a student will be able to take English 1113 the following semester, students who take the class will be challenged to improve their reading and writing so they can avoid costly developmental studies courses.

The College Preparatory English class helps prepare students for English 1113 by asking students to complete some of the same reading and writing assignments they will be asked to complete in English 1113. High school teachers will also

- Enforce strict deadlines for late work
- Require students spend approximately 4 hours a week studying outside of class
- Emphasize critical reading strategies needed for college-level courses
- Assign challenging texts that students will read, summarize, and analyze
- Teach specific writing skills students will use in college English classes
- Consult with a TCC English professor for guidance on grading standards

The high school instructor will continue to help students succeed in an online English 1113 class the following semester by providing tutoring, technology support, and encouragement. Although students will have a dedicated class period to work on English 1113, the professor will follow college policies regarding attendance, academic freedom, and grades, and the high school teacher will reinforce college policies (including the professor's syllabus policies), take daily attendance, and ensure that the classroom environment is conducive to studying. Students who complete English 1113 successfully will have three hours of college credit, transferable to most colleges and universities and required of almost all degree programs.

If you would like your student to participate in this opportunity, please discuss the overview of student responsibilities and the project timeline with him or her. If he or she is interested, please sign and return this letter to your high school counselor.

Dear Student,

Congratulations! You are enrolled in Tulsa Community College. High school students who successfully complete TCC courses will earn college credit and—more importantly—will develop skills needed to succeed in future college classes. To help you succeed as a college student, this letter outlines some key differences between college and high school classes. These differences will also be reflected in the syllabus for each of your classes. The syllabus presents your professor’s specific policies, teaching methods, and deadlines for assignments, so be sure to read it carefully.

First, we want you to know that many students experience a drop in their grades during their first year of college because college professors determine grades differently than high school teachers. While effort, improvement, and good attendance all contribute to a student’s success in college, college grades are based primarily on how much a student learns and on how well he or she demonstrates that learning in a few major assignments. In a typical class, students must demonstrate an exceptionally high level of learning to earn A’s and B’s. The course syllabus will explain how you will be graded.

Second, most college courses require students to spend approximately six hours a week outside of class studying and completing assignments. Some students may master the material more quickly than others, but most need to manage their time so that they can meet this requirement. Students who have a demanding job or numerous extracurricular activities may have to forgo some social and family time to succeed in their classes.

Third, professors have the academic freedom to create their courses and to determine standards for their classes. (Please see the academic freedom statement below.) In some cases, course content may include sensitive political, cultural, and religious topics as well as controversial texts (readings, artwork, films, etc.). Students can expect to engage with and think critically about ideas and perspectives that may be different from their own and that may be challenging and uncomfortable.

Fourth, TCC faculty members are employed by TCC, so your high school administration does not play a role in dealing with any issue involving college professors. If you have concerns or questions about a professor’s teaching or grading, you should first schedule an appointment to talk to the professor. In most cases, the professor can address your concerns and questions and will help you succeed in the class. If talking to your professor does not alleviate your concerns, you can contact the appropriate faculty chair, whose contact information is on the course syllabus.

Finally, the Family Educational Rights and Privacy Act (FERPA) obligates college professors to protect the privacy rights of our students. Even when students waive their right to privacy, many professors feel strongly that students need to take responsibility for their own learning. Students in this class, therefore, should be mature and independent enough to discuss any concerns or problems with the instructor. If you want or need to share your grades on Blackboard, they will be updated after each major assignment, but you alone are responsible for monitoring your academic progress in this class and for contacting your professor if you have any concerns.

TCC faculty who teach concurrent enrollment courses are familiar with many of the challenges associated with this age group and are willing to work hard in helping students meet those challenges. We hope this class helps you meet your academic goals.

Sincerely,
TCC Faculty

Statement on Academic Freedom

“The U.S. Supreme Court recognizes a First Amendment right of institutional as well as individual academic freedom: “It is the business of a university to provide that atmosphere which is most conducive to speculation, experiment, and creation. It is an atmosphere in which there prevail ‘the four essential freedoms’ of a university – to determine for itself on academic grounds who may teach, what may be taught, how it shall be taught, and who may be admitted to study” [stated by Justice Felix Frankfurter in *Sweezy v. New Hampshire* (354U.S. 234 1957) and Justice Lewis Powell in *Regents of the University of California v. Bakke* (438 U.S. 265 1978)].

I have read and understand all the information presented in this letter.

Student Name [print]

Student Signature

Parent Name [print]

Parent Signature

The College Preparatory English Timeline

March-April

- High schools indicate interest in offering/continuing to offer CPE fall semester of the following academic year
 - Schools offering the course for the first time will meet with the Dual Credit faculty chair and/or the Dual Credit Program director
 - High schools who have offered the course for at least one semester may discuss curriculum changes with the Dual Credit faculty chair.
- High schools identify students
 - High school English faculty should recruit current sophomores and juniors during the high school scheduling period.
 - High school sends letters to parents about the CPE class
- High schools offering a spring semester CPE class provide number of students earning a C or better in March. (For scheduling purposes, Dual Credit needs to know approximately how many students will be taking English 1113.)

May-August

- High school sends the English teacher's name(s) and contact information to the Director of Dual Credit Programs **no later than June 1**.
- HS English teachers meet with TCC faculty liaison to review curriculum.
- HS English teacher provides his/her course syllabus and agenda to the TCC faculty liaison for review no later than the week before the semester begins.
- If offering the online instructor-supported English 1113 fall semester for spring CPE students, the students will complete TCC's dual credit orientation.

August-October

- HS teacher sends Dual Credit office a roster of students enrolled in CPE.
- TCC faculty liaison meets with CPE students, virtually or in person.
- HS English teacher communicates regularly with TCC faculty liaison.
- HS English teachers participates in grade norming session with TCC English faculty.
- HS English teachers share samples of graded assignments.

October-December

- HS teacher sends Dual Credit office number of students earning a C or better (For scheduling purposes, Dual Credit needs to know approximately how many students will be enrolling in English 1113.)
- Students apply to TCC's Dual Credit program (<https://www.tulsacc.edu/programs-courses/dual-credit-programs>).
- Students complete additional testing, if necessary.
- HS English teachers share samples of graded assignments.
- Students enroll in designated online English 1113. All students may enroll at this point, but any student who does not earn a C or better and receive the recommendation of the HS teacher will be removed from the class in January.
- If the high school is offering the CPE course during the spring semester, they should identify the following students: (1) juniors or seniors who did not complete Composition I with a C or better in a fall

course, (2) students who are taking CPE class but who are not eligible for Composition I enrollment, and/or (3) sophomores who want to take Composition I in the summer or fall after the 10th grade.

- HS teacher provides a final headcount of students eligible, no later than **Dec. 15**; spring semester PCLC instructors provide headcount—number of students enrolled in spring PCLC.

January-February

- HS sends fall semester transcript by January 10th for each English 1113 student to demonstrate all students meet placement criteria for Math 1113; TCC will de-enroll students who were projected to earn a C but did not.
- HS English teacher enrolls in English 1113 Blackboard site.
- Students complete TCC's dual credit orientation.
- English 1113 professor meets with students, in person or virtually
- TCC faculty liaison meets with any spring semester CPE classes.
- HS English teacher helps students adjust to the professor's expectations.

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MOU Addenda

TCC Online Courses with High School instructor support

In cooperation with the high school, Tulsa Community College (TCC) is offering eligible high school juniors and seniors the opportunity to earn college credit while at the same time satisfying their high school graduation requirements. The goal of this collaboration is for all students involved to successfully complete (grade of C or above) a TCC online general education course(s).

TCC Responsibilities

- Meet with the district and high school administrations to review the MOU and addenda.
- Provide the high school with TCC admissions qualifications for concurrent students.
- Provide the high school with TCC qualifications for course enrollment.
- Provide an annual dual credit student orientation at a TCC campus.
- Conduct an on-site student information session, at the beginning of the semester.
- Provide 16-week online sections of general education college courses provided minimum enrollment requirements are met.
- Provide a TCC professor to deliver the online course(s).
- Provide early alerts to high school counselors authorized to receive FERPA information (early alerts sent when faculty reply to bi-weekly early alert requests).
- Provide semester grades to the district staff authorized to accept electronic FERPA reports.
- Meet with potential students and parents at Dual Credit to College Degree information meetings organized by the high school.

TCC Professor Responsibilities:

- Meet with high school instructor and/or faculty liaison prior to the beginning of the semester to review the course curriculum and materials.
- Communicate with the high school instructor frequently throughout the semester—once a week the first four weeks of the semester, less frequently after.
- Follow college syllabus template and departmental standards.
- Provide grade updates after every major graded assignment.
- Grade and return work in a reasonable amount of time (no more than two weeks for essays, less for other assignments).
- Incorporate best practices for engaging students in online classes.
- Create a column in Blackboard called “Grade to Date” or “Eligibility.” This column will help students demonstrate eligibility for extracurricular activities. (Note: this saves faculty time, is not a violation of FERPA, and ensures the high school has accurate information about grades).
- Update the grade book either by indicating each student’s letter grade (A, B, C, D, F) or by indicating the student is passing (P) or in danger of failing (F). High school students taking college classes must maintain a C average to continue taking college classes, so high school students earning below a C may be in danger of failing.
- Report students who are in danger of failing (i.e. whose grade drops below a 70%) either by responding to the Early Alert email from the CE office and/or by following college protocol.

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High School District Responsibilities

- Meet with the TCC concurrent enrollment director and high school administrations to review the MOU and addenda.
- Identify students who express a desire to go to college, who have sufficient time to complete assignments outside of class time (minimum 9 hours a week per 3 credit hour online course) and who meet admission and enrollment qualifications for concurrent students.
- Communicate student deadlines for admission, enrollment, and payment to students.
- Commit by June 1 to a support instructor for the full year.
- Provide a qualified high school teacher or support staff to work with students during scheduled class meeting times.
 - English courses require support instructors with strong writing skills.
 - Math courses require a certified high school math teacher (B.S. in Mathematics).
- Notify the director of concurrent enrollment of any personnel changes and arrange for the new instructor to come to TCC for orientation and training.
- Provide the support instructor with the required textbooks and/or ancillary materials (e.g., MyMathLab)
- Ensure high school support instructor communicates regularly with TCC faculty and follows the requirements for effective student support.
- Provide adequate safety and security while faculty and students are at the site. This includes posting and practicing emergency evacuation as well as collaboration with TCC police.
- Provide a dedicated space for 20 to 30 students to support students in the online class during the TCC academic semester.
- Provide a dedicated class period within the regular school day and ensure that students attend the scheduled class time.
- Display physical evidence in a designated area such as outside the door to the TCC classroom that identify the site as a TCC course site. TCC provides brochures, guides, posters, and promotional materials.
- Provide students with computers and Internet access during the dedicated class period.
- Provide internet access, including website access, TCC library and database access, computer hardware, and software at the site as is required for the college courses' delivery and instruction.
- Provide a collegiate environment free from classroom interruptions. This includes announcements, staff entering the classroom, classroom orderliness, and room changes, and faculty access to the facility at least 20 minutes prior to class start times.
- Comply with the one hour and fifty-minute TCC semester finals schedule.
- Designate a representative as the liaison between the partner and TCC. The partner liaison provides marketing, program information, and notification to potential students in all area districts.
- Support and help guide the development and integrity of the program.
- Support the instructor and the student through standards set by TCC.
- Allow the concurrently enrolled students to comply with the TCC student policies and resources handbook during TCC class time. Note: Any student suspended or expelled from the high school will be expected to continue participating in his or her TCC class(es).
- Ensure that qualified students have access to course materials. Note: Photocopying portions of a textbook is a copyright violation. Students should be responsible for purchasing, printing, and/or borrowing assigned texts.

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- Grant students dual credit for all college courses per OK SB290.
- Optional: Set up third party billing with the TCC Bursar.

High School Support Instructor Responsibilities All Courses

- Attend TCC faculty's meeting/professional development activity.
- Become familiar with Blackboard and other TCC technology.
- Meet with TCC professor and/or full-time faculty liaison prior to the beginning of the semester to review the course curriculum and materials.
- Take attendance each class period and let the course instructor know if students miss more than three hours of class.
- Provide supplemental instruction and/or individual tutoring to reinforce the course's learning outcomes.
- Assist with time management, study skills, and technology issues
- Read the texts students are required to read and study the professor's handouts and assignment sheets.
- Avoid intervening in the student's day-to-day work. Although the course is taking place at a high school, students are expected to work independently and to behave as responsible college students.
- Monitor student progress by checking Bb grades throughout the semester.
- Provide impromptu tutoring and instruction on an as-needed basis.
- Alert the student and the high school counselor if the student's grade drops below 70%.
- Counsel failing students into an on-level high school class.
- Support the TCC professor's syllabus and TCC student Handbook.
- Communicate regularly with course instructor.
- Enforce the course etiquette policy and ensure that the classroom environment is conducive to studying. If necessary, work with the course instructor to dismiss students who consistently disrupt the designated study time.
- When appropriate, facilitate group discussions, study sessions, or workshops.

Additional English teacher responsibilities

- During the first three weeks of the semester, spend several class periods re-enforcing the online instruction, reviewing grammar and mechanics, assisting students with time management and study skills, and helping with any technology issues. After the first few weeks of the semester, the instructor can intervene less in the students' day-to-day progress in the class.
- Monitor student progress by collecting copies of students' graded essays and summaries. *Students who earn less than a C on an assignment should be required to meet with the support instructor for additional tutoring.*
- Follow the TCC tutorial best practices guidelines and provide individual tutoring to each student at least twice semester.
- Provide tutoring in thirty-minute sessions (to prevent some students from monopolizing tutoring time).
- Provide Blackboard access to the high school instructor.

Additional Math teacher responsibilities

- Assist with time management and course pace to ensure all assignments are completed in time for the scheduled exams.
- Assist with MyMathLab technology.

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Student Responsibilities All courses:

- Apply for admissions into the Tulsa Community concurrent enrollment program. For admission requirements and to apply for admission see <https://www.tulsacc.edu/admissions-aid/admissions/college-courses-high-school-students>
- Acceptance into the dual credit enrollment program requires:
 - Junior or Senior status in high school
 - On-track for high school graduation with peer group
 - Enrolled in no more than 19 credit hours combined high school and college classes per semester
 - Admission score or GPA
 - ACT, Pre-ACT composite of 19 or above [ACT college code #3441]
 - **OR** SAT, PSAT10, PSAT -NMSQ composite of at least 990 [SAT college code # 6839]
 - **OR** H.S. GPA of 3.0 or above.
 - If the student's national ACT exam score does not meet the acceptance or enrollment criteria, the student may take the Residual ACT at TCC's Northeast Campus testing center. Dual Credit students may take the residual ACT one time between November 1 and October 31. 918-595-7594 for information and guidelines.
- Qualify for course enrollment in TCC's off-campus dual credit enrollment program in the spring semester of their sophomore year (for fall enrollment). See <https://www.tulsacc.edu/dualcredit> for the dual credit programs' college enrollment policy. Multiple placement options are available for students including ACT, Pre-ACT, SAT, PSAT10, PSAT-NMSQ, unweighted High School GPA (accredited schools).
- Sign the faculty association welcome letter (students and their parents), indicating that they understand the requirements of the concurrent enrollment program.
- Enrollment is filled on a first-come, first-served basis and is not guaranteed After the first day of the semester, students will not be allowed to enroll in a class, even if the class is not at capacity..
- Attend a Dual Credit to College Degree student orientation.
- Purchase required course materials (students or high schools); students (not the support instructor) are responsible for obtaining the required materials. Check with your high school counselor.
- Complete a FERPA Student Records Release Form to allow communication between TCC and the high school instructor (See below).
- Students should be prepared to complete required assignments on the first day of the TCC semester.
- Note assignment deadlines, follow course policies as outlined in the syllabus, and seek additional help from the high school support instructor, as needed.
- Devote a minimum of 6 hours a week per course to studying, completing assignments, and revising and editing written work.
- Provide Blackboard grade report to the high school support instructor every 2-3 weeks and to your high school counselor weekly.
- Pay the appropriate TCC course fees and any tuition if applicable.
- Attend the high school's dedicated class period throughout the entire semester.
- Communicate any concerns or issues (e.g., questions about grades) with the TCC professor.

Additional responsibilities for English courses:

- Print graded essays and summaries to give to the high school support instructor for review.

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- Participate in at least two tutoring sessions with the high school support instructor OR meet with a TCC writing consultant at one of the TCC writing centers.
- Students (not the support instructor) will be expected to find articles from the TCC library databases.
- Complete all English departmental requirements for Composition I and II (see TCC Composition I and II Guidebook).

Additional responsibilities for Math courses:

- Purchase required textbooks/ MYMATHLAB Student Access Kit (students or high schools)
- Take a proctored midterm and final exam (These exams will be scheduled at the high school campus or at a TCC campus).

TCC student FERPA waiver

The link below may be executed online or printed and completed. **Please release academic records only to the high school support teacher.** You may return printed forms via your student TCC email account, fax w/ photo ID, or in person to the TCC West Campus enrollment services office. West Campus Enrollment Services, 7505 W. 41st Street, Tulsa, OK, FAX 918-595-8130.

<http://www.tulsacc.edu/sites/default/files/FERPA%20revised%2010-23-14.pdf>

AY 2022-2023

Dear Student,

Congratulations! You are enrolled in Tulsa Community College. High school students who successfully complete TCC courses will earn college credit and—more importantly—will develop skills needed to succeed in future college classes. To help you succeed as a college student, this letter outlines some key differences between college and high school classes. These differences will also be reflected in the syllabus for each of your classes. The syllabus presents your professor’s specific policies, teaching methods, and deadlines for assignments, so be sure to read it carefully.

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TCC faculty who teach concurrent enrollment courses are familiar with many of the challenges associated with this age group and are willing to work hard in helping students meet those challenges. We hope this class helps you meet your academic goals.

Sincerely,
TCC Faculty

Statement on Academic Freedom

“The U.S. Supreme Court recognizes a First Amendment right of institutional as well as individual academic freedom: “It is the business of a university to provide that atmosphere which is most conducive to speculation, experiment, and creation. It is an atmosphere in which there prevail ‘the four essential freedoms’ of a university – to determine for itself on academic grounds who may teach, what may be taught, how it shall be taught, and who may be admitted to study” [stated by Justice Felix Frankfurter in *Sweezy v. New Hampshire* (354U.S. 234 1957) and Justice Lewis Powell in *Regents of the University of California v. Bakke* (438 U.S. 265 1978)].

I have read and understand all the information presented in this letter.

Student Name [print] _____ Student Signature _____

Parent Name [print] _____ Parent Signature _____



Tulsa Community College
Dual Credit Programs

Tulsa Community College
Dual Credit Programs
MOU AY 2022-23
July 5, 2022

Dear partner,

Thank you for your collaboration with Tulsa Community College's Dual Credit Programs during the very difficult Covid19 pandemic. We value your partnership and dedication to education. Your students benefit from your passion for education and partnership with Tulsa Community College.

Your AY 2022-23 primary MOU agreement and supplemental addenda for any of the TCC transition Math, transition English, or online embedded programs that you may participate in have not had substantive additions or changes this year, minor changes are not listed. Your dual credit agreement will be in continuous effect beginning in the semester in which the memorandum of understanding is signed unless terminated in writing by either institution (see Term).

Dual Credit Programs Update

1. We launched a fully automated, online Dual Credit Student Enrollment Portal. All students, parents, and counselors can complete enrollment, adds, and drops virtually. All high school counselors were invited to enrollment portal training in March and ongoing assistance is available. View the portal, tutorials, and steps to admission and enrollment at <https://www.tulsacc.edu/programs-courses/dual-credit-programs/dual-credit-admission-and-enrollment-guide>
2. We introduced a fully *online* one-year program reserved for high school students. High School Plus One is a 30 to 31 credit hour general education pathway with 30 hours of free tuition, the lowest fees in OK, no additional online fees, and OER (no cost) textbooks for all courses but math. <https://www.tulsacc.edu/programs-courses/dual-credit-programs/high-school-plus-one>
3. We expanded our degree programs for high school students. Dual Credit to College Degree and EDGE: Earn a Degree Graduate Early provide a path to complete an Associate Degree during high school. We will *graduate 51 high school students with Associate Degrees* at TCC's May commencement.
4. The Oklahoma State Regents for Higher Education granted TCC tuition increases of \$4 per credit hour to \$116.55. The Oklahoma high school student tuition waivers (12 hours for juniors and 18 hours for seniors will cover the slight increase in tuition).
5. TCC will not have an increase to the state mandatory course fees.

Here to serve,

Melissa Steadley
Director, Dual Credit Programs
dualcredit@tulsacc.edu



**THE
MUSCOGEE (CREEK) NATION**

**DAVID HILL
PRINCIPAL CHIEF
DEL BEAVER
SECOND CHIEF**

July 11, 2022

Muscogee (Creek) Nation Head Start Memorandum of Agreement

Dear Superintendent or Special Education Director:

Enclosed please find the Muscogee (Creek) Nation Head Start Memorandum of Agreement (hereinafter "MOA") between Muscogee (Creek) Nation Head Start (hereinafter "Head Start") and Public School (hereinafter "School"). The purpose of this Agreement is to memorialize the relationship between Head Start and the School in providing special services to qualified disabled children ages three through five attending your school.

Head Start looks forward to working with your School in providing these much needed services to these disabled children. Please review the enclosed Agreement. Upon your approval, please execute it and return to me. Once received, Head Start will forward the Agreement to the Principal Chief for his execution. We will keep the original for our files and return a copy to you.

If you have any questions regarding this Agreement, please call me at (918)732-7899.

Sincerely,

Amanda Durrett
Education/Disability/Mental Health Specialist
Muscogee (Creek) Nation Head Start
T: (918) 732-7899
Fax: (918) 732-7906
adurrett@muscogeenation.com

**MUSCOGEE (CREEK) NATION HEAD START
MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (hereinafter "MOA") is made and entered into on this 11th day of July, 2022, by and between the Muscogee (Creek) Nation Head Start Program, P.O. Box 580, Okmulgee, Oklahoma 74447 (hereinafter "Head Start") and Sapulpa Public School, 511 East Lee, Sapulpa, Oklahoma 74066 (hereinafter "Local Education Agency" or "LEA").

1. **PURPOSE.** The purpose of this MOA is for Head Start and LEA to establish a relationship between Head Start and the School to provide special services to children ages three through five who are identified as having disabilities in accordance with the procedures established by the Oklahoma State Department of Education ("OSDE") and by Head Start Program Performance Standards (45 CFR 1302), who are participating in the Head Start Program and who are attending LEA (hereinafter "Qualified Children").

2. **TERM OF AGREEMENT.** This MOA shall be for a period of Nine (9) Months, beginning on August 1, 2022 and ending on May 31, 2023. Thereafter, the parties may renew this MOA, provided that said renewal shall be in writing and signed by the Principal Chief and a duly authorized LEA representative.

3. **TERMINATION AND MODIFICATION.** This MOA may be terminated by Head Start or LEA at any time during the term of the Agreement. Termination shall be effective thirty (30) days after receipt of written notice sent by United States Registered mail to the other party at the above listed address. This MOA may be modified by the parties, provided that no modification to any provisions of the Agreement shall be binding upon the parties unless in writing and signed by the Principal Chief and a duly authorized LEA representative.

4. **LEA RESPONSIBILITIES.** LEA agree to the following provisions:
 - A. Individuals with Disabilities Education Act ("IDEA"), § 619, (preschool) funds received for providing services to Qualified Children are expended in accordance with IDEA requirements. Funds may be used for, but shall not be limited to the following costs: evaluations, materials, supplies, and contractual agreements for services when Head Start has qualified provider and/or the provision of qualified providers for IDEA Individualized Education Program ("IEP") services.
 - B. Upon referral from the Head Start Disability Specialist, Teacher, or Family Service Worker, LEA shall schedule an Intervention Planning Team meeting to determine the appropriate interventions and/or discuss a multi-disciplinary evaluation, if necessary.
 - C. LEA shall be responsible for the providing procedural safeguards and due process to any child determined to be qualified under IDEA who is enrolled in Head Start and who is a resident of the LEA for educational purposes. LEA shall ensure through prior written notice of meetings, that the appropriate Head Start representative be directly involved

- H. Head Start agrees to provide and participate in the joint training of staff and parents with LEA, when necessary.
6. **SPEECH/LANGUAGE TRANSPORTATION.** Head Start shall provide transportation to speech/language sessions depending on the schedule of the speech therapist time and distance to come and work with our children.
7. **COORDINATING REQUIRED PAPERWORK.** To coordinate paperwork required by Head Start and the LEA Special Education Program, the following process is appropriate:
- A. When Head Start refers a child for Multi-disciplinary Evaluation to the LEA, parental consent shall be first obtained by the LEA with assistance by Head Start personnel, when necessary.
 - B. Head Start or LEA shall obtain parental consent for the exchange of information between the two programs through the use of the State of Oklahoma "Consent for Release of Confidential Information" form.
 - C. LEA's Special Education Program with parental consent shall release copies of IDEA's IEPs, Special Education records and documentation of services provided to Head Start when both agencies are involved in the identification, evaluation and Free Appropriate Public Education to preschool disabled children.
 - D. Screening and other relevant information as part of the Head Start Referral Packet shall be developed in conjunction with the LEA.
 - E. All information received by Head Start from the LEA shall be kept in a secure manner and in a central location adhering to requirements of confidentiality under State and Federal laws.
 - F. LEA will provide to Head Start copies of progress reports, with parental consent.
8. **COORDINATING SCREENING,** In coordinating screening between Head Start and the LEA Special Education Program, the following process is agreed upon:
- A. The LEA Special Education Program and Head Start shall determine designated Program Personnel to be responsible for conducting screening with each program to collaboratively implement requirements of the IDEA and Head Start Performance Standards.
 - B. This Agreement shall include the following time frame for the completion of screening or transferring information. The time frame includes a forty-five (45) day time line for the screening of all children enrolled in Head Start as mandated by Head Start Performance Standards.
- Check one or both of the following, if said methods have been considered:
- _____ 1. Shared Staff-Local implementation may incorporate coordination of shared staff (e.g., required vision, hearing, speech/language, health and developmental screening may be conducted by Head Start under the Head Start Performance Standards) and the LEA Special Education Program may complete required screening under IDEA.

Head Start:

Muscogee Creek Nation Head Start
Attn: Amanda Durrett
P.O. Box 580
Okmulgee, Oklahoma 74447
Phone: (918) 732-7899
Fax: (918) 732-7906
Email: adurrett@muscogeenation.com

School:

Sapulpa Public School
Attn: Superintendent
511 East Lee
Sapulpa, Oklahoma 74066

Any party may change its address for receiving notices by giving written notice of such change to the other party in accordance with this section.

14. **PRIOR AGREEMENTS.** This MOA constitutes the entire and exclusive agreement concerning services between the parties signing below. Execution of this MOA supersedes and nullifies all prior agreements, contracts, negotiations and promises or representations concerning that subject matter.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as the date stated above.

X

LEA Representative

X

Date

X

David Hill, Principal Chief

X

Date

Memorandum of Understanding
between
OKLAHOMA STATE UNIVERSITY
PROFESSIONAL EDUCATION UNIT
and
Sapulpa Public Schools
for
FIELD CLINICAL EXPERIENCES

This UNDERSTANDING made and entered into this day of August 1, 2022, by and between the Oklahoma State University Professional Education Unit, party of the first part, hereinafter referred to as “OSU PEU,” and Sapulpa Public Schools, party of the second part, hereinafter referred to as “SAPULPA PUBLIC SCHOOLS.” Oklahoma State University students participating in an approved OSU PEU field or clinical experience course will be referred to as OSU PEU candidates.

SECTION 1 SAPULPA PUBLIC SCHOOLS agrees to provide the authorization, supervision, and instruction of OSU PEU candidates completing the field and clinical experiences component of the teacher preparation program. This would include activities such as a) observation, b) teacher job-shadowing, c) student teaching, d) advanced certification internships/practicum, and e) other activities as approved by both the OSU PEU and SAPULPA PUBLIC SCHOOLS. OSU PEU requires all candidates to have a cleared Oklahoma State Bureau of Investigation (OSBI) name check prior to being placed in any field experience or clinical practice. OSU PEU will not place a candidate without a clear OSBI check, but the completion of a cleared OSBI name check will not necessarily require SAPULPA PUBLIC SCHOOLS to accept that OSU PEU candidate in a field or clinical experience. All placements should be mutually acceptable to both parties and either party may withdraw a candidate from the program if they believe it is not in the best interest of the candidate, faculty member, or the program to continue. Procedures for problem solving are detailed in the Handbook for Cooperating Teachers, Supervisors, and Principals. The OSU PEU will provide the appropriate forms, collect the fees, and provide the information to SAPULPA PUBLIC SCHOOLS. The completed OSBI report will be valid for up to four (4) years while the candidate is enrolled at OSU.

SECTION 2 SAPULPA PUBLIC SCHOOLS agrees to accept OSU PEU candidates for assignment in the public schools with cooperating teachers, administrators, and other related teaching personnel. SAPULPA PUBLIC SCHOOLS further agrees the cooperating certified staff will give direct supervision to the OSU PEU candidates assigned and will work with a faculty member assigned by the OSU PEU in directing and evaluating the field or clinical experience.

SECTION 3 The OSU PEU agrees to award *Certificates of Professional Development* (CPD) for SAPULPA PUBLIC SCHOOLS certified staff who supervise OSU PEU candidates. Each cooperating certified staff member who singly supervises a student teacher for 12 weeks will receive a three hour CPD. For each 360 hours of clinical observations, a one hour CPD will be awarded to SAPULPA PUBLIC SCHOOLS. This certificate provides a tuition waiver for the continuing professional development of certified staff member. Cooperating teachers must complete an online evaluation of candidate performance prior to the last day of the semester serving as a cooperating teacher; failure to do so will result in no CPD being issued for that cooperating teacher. The cooperating certified staff member of record can transfer the

certificate to another SAPULPA PUBLIC SCHOOLS certified, contracted staff member with the approval of the superintendent. Certificates cannot be sold. If a certified staff member chooses not to redeem the certificate, it must be redeemed by another member of the SAPULPA PUBLIC SCHOOLS certified staff following all OSU PEU and district procedures. The donating certified staff member (or superintendent approved district administrator with documentation of donation), the certificate recipient and the superintendent must sign the certificate in order to complete the transfer. Certificates must be used during the semester in which course work is completed and will expire after 18 months. Lost CPDs cannot be replaced. No more than 6 hours of certificates may be redeemed by any one person during a semester or summer session. Certificates can only be used to pay for resident, correspondence or extension courses.

SECTION 4 The OSU PEU agrees to provide or arrange for non-credit staff development training related to supervision for those teachers desiring to serve as supervisors of teacher candidates and other clinical experiences. All instructors (tenure-track faculty, adjunct faculty, visiting faculty, and graduate teaching assistants or associates) are required to complete FERPA training. As part of our national accreditation, we are required to teach and assess the professional dispositions of our candidates throughout their coursework. Remediation is provided for any candidate receiving a low score on any element in each course. The elements in this assessment include ethics, professionalism, commitment to education, respect for diversity, work ethic, communication, learner attributes, cooperative/collaborative nature, and flexibility.

All OSU candidates are protected under FERPA. Mentor teachers with concerns about a candidate should communicate with their own administrator/principal and/or Dr. Kathy Thomas in the OSU PEU for elementary candidates or Mr. Rodney Nichols for secondary candidates.

SECTION 5 All field experience forms will be initially processed for each course and each semester through the OSU PEU Field and Clinical Experiences office. Forms processed by the OSU PEU will be given to the designated SAPULPA PUBLIC SCHOOLS district personnel for further processing and site placement.

SECTION 6 The OSU PEU agrees to provide SAPULPA PUBLIC SCHOOLS a report of the year's activities with field and clinical experiences including the schools involved, the various experiences and activities that occurred and the number of CPDs and hours awarded to SAPULPA PUBLIC SCHOOLS teachers and the district.

SECTION 7 All OSU employees are covered by professional insurance for their actions performed within the scope of their employment but the university is prohibited from indemnifying a third party (candidates). Therefore, OSU advises all candidates to purchase professional liability insurance through a professional organization. Candidates placed in SAPULPA PUBLIC SCHOOLS for clinical practice will be advised that they must show proof of liability insurance when requested. OSU will not be responsible for maintaining coverage for any liability arising from the acts and/or omissions of the employees, representatives or agents of Sapulpa Public Schools.

SAPULPA PUBLIC SCHOOLS will maintain adequate insurance to provide coverage for the liabilities arising from the acts and/or omissions of employees, representatives or agents of SAPULPA PUBLIC SCHOOLS who are participating in the internship program with OSU. SAPULPA PUBLIC SCHOOLS will not be responsible for maintaining coverage for any liability arising from the acts and/or omissions of the candidates, employees, representatives or agents of Oklahoma State University. Worker's compensation coverage is not provided to the OSU candidate by Sapulpa Public Schools.

SECTION 8 UNDERSTANDING begins August 1, 2022, and may be renewed by memorandum of understanding between the two parties.

By: Shelbie Witte

Dr. Shelbie Witte
Senior Director, OSU Professional Education
College of Education and Human Sciences
Date: 07-01-2022

By: _____

Sapulpa Public Schools
Date: _____

SCHOOL RESOURCE OFFICER AGREEMENT

This Agreement is made this 9 day of August 2021, by and between the SCHOOL DISTRICT OF SAPULPA PUBLIC SCHOOLS (hereinafter the "School District"), and the CITY OF SAPULPA POLICE DEPARTMENT (hereinafter "Police Department") as follows:

WITNESSETH:

WHEREAS, the Police Department agrees to provide the School District a School Resource Officer (SRO) Program in the School District; and

WHEREAS, the School District and the Police Department desire to set forth in the SRO Agreement the specific terms and conditions of the services to be performed and provided by the SROs in the School District;

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Cost of the SRO Program.

- A. The cost of the SRO Program shall be paid by the parties as set forth in a separate contract between the parties.

2. Employment of School Resource Officers.

- A. The SROs shall be employees of the Police Department and shall be subject to the administration, supervision, and control of the Police Department.
- B. The SROs shall be subject to all personnel policies and procedures of the Police Department except as such policies or procedures may be modified by the terms and conditions of this agreement.
- C. The Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SROs.
- D. A joint committee composed of representatives of the Police Department and School District shall make recommendations for the SRO positions to the Chief of Police who shall assign such officers. If the superintendent or a building principal is dissatisfied with an SRO who has been assigned to the district / building. The Superintendent may request a different officer be assigned as SRO for the district / building.
- E. The number of SROs assigned to the School District will be determined by the Chief of Police.

3. Duty Hours.

- A. SRO duty hours shall be determined by the provisions of the contract between the Police Department and the School District. Whenever possible, it is the intent of the parties that the SRO's duty hours shall conform to the school day.
- B. In the event an SRO is absent from work, the SRO shall notify his or her supervisor as required by the Police Department, and the principal or principals as appropriate.

4. Terms of Agreement.

The initial term of this agreement is five years commencing on the 9 day of August, 2021, and ending on the 31 day of July, 2026, however, should either party encounter budgetary constraints that make the continuation of this agreement impractical, then either party may cancel this agreement upon sixty days notice to the other. Following the initial five year term, this agreement shall be automatically renewed for successive one year periods unless either party request termination or modification of this agreement. This request will be made in writing.

5. Duties of School Resource Officers.

The SRO's duties will include, but not be limited to the following:

- A. To be an extension of the principal's office for assignments consistent with this agreement.
- B. To be a visible, active law enforcement figure on campus dealing with law enforcement matters and school code violations originating on the assigned campus. As to school code violations, the SRO will take the student to the principal's office for discipline to be meted out by school officials.
- C. To act as the designee of the campus administrator in maintaining the physical plant of the assigned campus to provide a safe environment as to law enforcement matters and school code violations. This includes buildings, grounds, parking lots, lockers, and other public school property. As to school code violations, the SRO will take the student to the principal's office for discipline to be meted out by school officials.
- D. To attend extracurricular school activities during and/or outside school hours as requested by school administrators. These may include but not be limited to: Athletic events, state or local tournaments, dances, ceremonies, concerts, graduations, etc. All overtime will be subject to approval and will be compensated as provided by the collective bargaining agreement of the Police Department.

- E. To provide a classroom resource for law education using approved materials.
- F. To be a resource for students which will enable them to be associated with a law enforcement figure and role model in the student's environment.
- G. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions.
- H. To make appearances before site councils, parent groups, and other groups associated with the campus and as a speaker on a variety of requested topics.
- I. To document activities of SROs on and off campus and compile reports as requested by the Police Department or School District.
- J. The SRO will be involved in school discipline. When it pertains to preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm, the SRO will resolve the problem to preserve the school climate. As to school code violations, the SRO will take the student to the principal's office for discipline to be meted out by school officials.
- K. IN ALL OTHER CASES, disciplining students is the School District responsibility, and the SRO will take students who violate the code of conduct to the principal where school discipline can be meted out.
- L. It will be the responsibility of the SRO to investigate all crimes originating on campus unless otherwise approved by the division commander. Information of cases that are worked off-campus by the Police Department or other agencies involving students on a campus served by an SRO will be provided to the SRO. The SRO will generally not be responsible for investigating crimes which did not occur on campus or at an official school activity.
- M. The SRO will share information with school administrators about persons and conditions that pertain to campus safety concerns.
- N. The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency and delinquency prone youths and their families. Referrals will be made when necessary.
- O. The SRO and the principal(s) will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.

- P. The SRO will coordinate all his/her activities with the principal(s) and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.
- Q. The SRO may be asked to provide community wide crime prevention presentations that include but are not limited to: Drugs and the law - Adult and Juvenile, Alcohol and the law - Adult and Juvenile, Sexual assault prevention, Safety programs - Adult and Juvenile, and Assistance in crime prevention programs as assigned.
- R. The SRO will wear approved department uniforms, formal business attire or business casual with appropriate logos and name badges depending on the time of the school year, type of school activity or program, and the requests of the school and/or police department. The Chief of Police and principal shall jointly set expectations and resolve disputes in this area.
- S. The SROs will wear department authorized weapons in accordance with department policy.

6. Chain of Command.

- A. As employees of the Police Department, SRO's will be subject to the chain of command of the Police Department.
- B. In performance of their duties, SROs shall coordinate and communicate with the principal or the principal's designee of the school(s) to which they are assigned.
- C. SROs will be evaluated by a police department supervisor as may be required by police department policy. In order to insure an accurate evaluation, the evaluating supervisor will meet with school officials prior to completing the officer's evaluation. School officials should document any issues or concerns regarding the officers performance during the evaluation period.

7. Transporting Student.

- A. SROs shall not transport students in Police Department vehicles except:
 - (1) When students are the victims of a crime, under arrest, or some other emergency circumstance exists; and
 - (2) When students are suspended and/or sent home from school pursuant to school disciplinary actions, if the student's parents or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of the other students and school personnel.

B. Students shall not be transported to any location unless it is determined that a student's parent, guardian, or custodian is at the destination to which the student is being transported. SROs shall not transport students in their personal vehicles.

C. SROs shall notify school personnel upon removing a student from campus.

8. Access to Education Records.

A. SROs shall be considered a "Law Enforcement Unit" for purposes of FERPA.

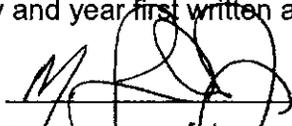
B. School officials shall allow SROs to inspect and copy any public records maintained by school officials to the extent allowed by law.

C. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials shall disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need for the information to meet the emergency situation and the extent to which time is of the essence.

D. If confidential student record information is needed by the SRO, but no emergency situation exists, the information may be released only as allowed by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

By:



Steve McCormick Board President

By: _____

SchoolSpace Subscription Agreement

This SchoolSpace Subscription Agreement is entered into between Venyooz, Inc. ("**Venyooz**"), located at 3435 Ocean Park Blvd #107-96, Santa Monica, CA 90405, and Sapulpa Public Schools ("**Client**"), located at 511 East Lee, Sapulpa, OK 74066. This Agreement is effective as of the last date signed below (the "**Effective Date**"). The parties agree as follows:

1. DEFINITIONS

- a. "**Affiliated User**" means an employee, consultant, contractor, or agent who is authorized by Client to use the Service exclusively for the benefit of Client and who is supplied (by Client or Venyooz at Client's request) a user identification and password.
- b. "**Agreement**" means this Subscription Agreement, together with any attached exhibits, schedules, addenda, as well as all Order Forms processed in connection with this Agreement.
- c. "**Audit Claim**" means any credit or debit to be made to the Estimated Total Fees paid by a Renter, as determined by the Client after completion of an Event.
- d. "**Client Content**" means all electronic data or information that is submitted by or on behalf of Client to the Service, including written text, photographs, videos or other images that Client submits, displays, or posts on or through the Service.
- e. "**Estimated Total Fees**" means the sum total of the fees estimated by Client for an approved Event based on information known when the requested Event is approved.
- f. "**Event**" means a Renter's use of a specific Space during a specific period of time.
- g. "**Facility Use Agreement**" means the final terms agreed upon between Client and a Renter in connection with the scheduling of one or more Events.
- h. "**Insurance Fees**" means the fees paid by Renters for insurance offered through the Service.
- i. "**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.
- j. "**Order Form**" means a document specifying the Service to be provided under this Subscription Agreement.
- k. "**Pre-Payment Date**" means the date specified by Client (neither less than 3 days nor more than 14 days prior to an Event) that a pre-payment (if required) is to be collected from a Renter.
- l. "**Processing Fees**" means the charges assessed by Venyooz for payment processing services, as described on Order Forms.
- m. "**Property**" means a physical property owned or controlled by the Client, which contains one or more Spaces that may be used or rented through the Service.
- n. "**Renter**" means a party who arranges for the temporary use of one or more Spaces by using the Service.
- o. "**Request**" means a formal proposal submitted through the Service for the use of one or more Spaces in connection with one or more Events.
- p. "**Reserve**" means a maximum additional amount (specified by the Client) that a Renter must agree in advance to pay if the actual fees for an Event exceed the Estimated Total Fees.

- q. "**Service**" means the online facilities scheduling and rental software branded under the names Venyooz and SchoolSpace that are described herein.
- r. "**Space**" means a distinct, well-defined physical area within a Property that may be requested by Affiliated Users or Renters.

2. SERVICES

- a. **Provision of Services.** Subject to the terms and conditions of this Agreement, Venyooz grants Client during the Term a non-exclusive, non-transferable, non-sublicenseable, limited right to access and use the Service for the sole purpose of facilitating Space scheduling and rentals. This limited right shall apply to the number of Properties specified on the Order Form. If, during the subscription term, Client wishes to increase the number of Properties subject to this right, Client may so notify Venyooz, which will arrange for such additional use of the Service and determine whether an adjustment to Client's Subscription Fee (as defined below) is warranted.
- b. **Ownership of Services.** Except for the limited rights granted in Section 2.a above, Venyooz retains all right, title and interest, including all intellectual property rights, in and to the Service. No rights are granted to Client under this Agreement other than as expressly set forth herein.
- c. **Affiliated Users.** Client (i) is responsible for Affiliated Users' compliance with, and any breach of, this Agreement, (ii) is responsible for the accuracy, quality and legality of Client Content, (iii) will prevent unauthorized use of the Service by any Affiliated User and notify Venyooz promptly of any unauthorized use, and (iv) will use the Service only in accordance with the terms of this Agreement. Except as set forth herein, Client may not permit any third party to access the Service.
- d. **Limitations on Use of Service.** Client will not, and will not permit any Affiliated User or third party to, (i) make the Service available to anyone other than authorized Affiliated Users, (ii) sell, resell, rent or lease any portion of the Service, (iii) use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (iv) use the Service to store or transmit Malicious Code, (v) interfere with or disrupt the integrity or performance of the Service or third-party data contained in the Service, (vi) attempt to gain unauthorized access to the Service, (vii) exceed any established usage limits for the Service, or (viii) access the Service using "bots" or "spiders" or any automated system that calls to the Service more frequently than may reasonably be performed by a human user via a standard web browser; (ix) create any derivative work based on the Service except as expressly permitted by this Agreement, (x) copy, frame or mirror any part or content of the Service, (xi) reverse engineer any portion of the Service, or (xii) access the Service in order to (1) build a competitive product or service or (2) copy any feature, function or graphic of the Service.

3. CLIENT CONTENT

By submitting, posting or displaying Client Content on or through the Service provided by Venyooz, Client grants Venyooz a worldwide, royalty-free, and non-exclusive license to host, copy, transmit and display that Client Content for the sole purpose of enabling Venyooz to provide the Service. Subject to the limited rights granted by Client under this Agreement, Venyooz acquires no right, title or interest from Client or its licensors in or to Client Content. Client will not submit, post, or display any Client Content on the Service that violates the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, or any other rights of any person. Venyooz may calculate aggregate statistics about its customers' content, including Client Content, and use those statistics (but not the underlying Client Content) in connection with Venyooz's business, including, without limitation, for purposes of sales, marketing, business development, product enhancement, or customer service.

4. FEEDBACK

Client may choose to, and Venyooz may invite Affiliated Users to, submit comments, suggestions, or ideas about the Service, including without limitation about how to improve the Service ("**Ideas**"). By submitting an Idea, Client agrees that such submission is made voluntarily, without any restriction on the use of the Idea and without any expectation of compensation to Client and without any fiduciary or other obligation to Client, leaving Venyooz free to use the Idea in any manner Venyooz deems appropriate. Client grants to Venyooz and its affiliates a royalty-free, worldwide, irrevocable, perpetual and unlimited license to use any Idea provided by Client or Affiliated Users.

5. INSURANCE COVERAGE

The Service may provide Renters with an opportunity to purchase liability insurance in connection with Events, such insurance to be underwritten by a third party insurer. If Venyooz offers such insurance to Renters, Venyooz will use commercially reasonable efforts to ensure that the insurance offered meets or exceeds any insurance coverage minimum requirements communicated to Venyooz by Client.

6. SUBSCRIPTION FEES

- a. **Subscription Fees.** Client will pay the fees specified in the applicable Order Form for the use of the Service (the "**Subscription Fees**"), according to the payment schedule set forth on the Order Form. Except as otherwise specified in this Agreement or on an Order Form, the Subscription Fees are based on the contracted Service and not on actual usage. All Subscription Fees are non-refundable.
- b. **Late Charges.** Payments that are more than 60 days late will accrue interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law. Venyooz reserves the right to, upon 10 days' prior notice to Client, suspend Client's license to use the Service until the overdue amounts and interest are paid in full.
- c. **Taxes.** The Subscription Fee does not include any taxes, levies, duties or similar governmental assessments of any nature, including value-added, sales and use, or withholding taxes, assessable on Client by any jurisdiction (collectively, "**Taxes**"). Client is responsible for paying all Taxes associated with revenues Client receives as a result of this Agreement. If a legal obligation is imposed on Venyooz to pay or collect Taxes for which Client is responsible, Client will pay that amount on behalf of Venyooz or reimburse Venyooz if the payment has already been made by Venyooz.

7. RENTAL FEES

- a. **Online Payment Process.** When Client approves a Request, Client will specify the Estimated Total Fees and Reserve amount for each approved Event. Client will also specify whether Renter will be charged before the Event ("**Pre-Payment**") or after the Event ("**Post-Payment**"). Renter will then be asked to review all Facility Use Agreement terms, including the Estimated Total Fees and Reserve amounts for each Event, provide a method of payment, and confirm the Facility Use Agreement.
 - i. **Pre-Payment.** If Client specifies that Pre-Payment is to be made, Venyooz will collect payment from Renter in an amount equal to the Estimated Total Fees on the relative Pre-Payment Date specified by Client. The collected Estimated Total Fees will be held in a secure, non-interest-bearing escrow-type account until the Audit Claim is submitted or the Audit Period concludes, whichever comes first.

- ii. **Ownership of Pre-Payments.** Client will have no ownership interest in, or right to receive, pre-payments of Estimated Total Fees until the Audit Claim is submitted, or the Audit Period concludes, whichever comes first.
 - iii. **Post-Payment.** If Client specifies that Post-Payment is to be made, Venyooz will collect the Estimated Total Fees, subject to any Reserve, from Renter upon submission of the Audit Claim or conclusion of the Audit Period, whichever comes first.
- b. **Online Payments.** To the extent that Client permits Renters to pay for Events online, Venyooz will accept credit card payments and ACH debits and will transfer the gross amount of said funds less Processing Fees and insurance-related payments ("**Net Payment**") to a bank account designated by Client. Client authorizes Venyooz and its payment partners to charge, receive, hold, and disburse funds on Client's behalf. Client further agrees that it is not entitled to any interest or other compensation while funds are being held by Venyooz.
- c. **Offline Payments.** Should Client decide to accept payments offline directly from Renters, Venyooz will bear no responsibility for the receipt, processing, transfer, or refund of such payments. Further, Client will promptly enter such payment data on the Service (with Client being solely responsible for the accuracy of such data), and Venyooz will periodically bill Client for any applicable offline Processing Fees and Insurance Fees on a schedule specified on the Order Form.
- d. **Cancellation of Event.** Should an Event be cancelled in advance of the Event date either by Renter or Client, Client will determine whether any monies are owed by Renter in connection with the cancelled Event and indicate the amount within the cancellation form provided through the Service. If Pre-Payment has been made, then Venyooz will then transfer to Client the Estimated Total Fees, less any authorized Processing Fees, and return any balance to Renter. If no payment has previously been received from Renter (Post-Payment), Venyooz will charge Renter the specified amount owed by Renter in connection with the cancelled Event.
- e. **Audit Claims.** Within 14 days following completion of an Event (the "**Audit Period**"), Client will assess the Event and submit, if it chooses, an Audit Claim to Venyooz indicating any additional fees to be charged to the Renter (such additional fees may not exceed the Reserve amount) or any amounts to be refunded to Renter. No adjustments to Event charges will be processed by Venyooz if an Audit Claim is not received before the end of the applicable Audit Period, at which time Venyooz will remit to the Net Payment due to Client out of the fees collected from Renter. Client must seek any charges in excess of the Reserve amount and/or after conclusion of the Audit Period directly from Renter.
- f. **Chargebacks.** Should a Renter formally file a dispute with his/her bank or credit card company regarding a payment processed online through Services on behalf of Client, Venyooz will make information relating to the disputed transaction available to both Client and Renter. If such dispute results in the withholding of the disputed payment ("**Chargeback**") pending resolution of the dispute, Client will pay Venyooz a Processing Fee of \$25 in connection with the disputed payment, regardless of how the dispute is resolved (e.g., regardless of who, if anyone, is determined to be at fault).

8. CONFIDENTIALITY

- a. **Definition of Confidential Information.** "**Confidential Information**" means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, but is not limited to the business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by the Disclosing Party.

However, Confidential Information does not include any information that the Receiving Party can show by competent evidence (i) is or becomes generally known to the public without breach of any obligation owed by the Receiving Party to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

- b. **Protection of Confidential Information.** The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own similar information (but not less than reasonable care). The Receiving Party agrees (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those in this Agreement.
- c. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law, if the Receiving Party gives the Disclosing Party prior written notice of the compelled disclosure (if legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

9. WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

- a. **Representations and Warranties.** Each party represents and warrants that: (a) it has the right, power and authority to enter this Agreement and to grant the rights and licenses granted hereunder and to perform all of its obligations hereunder; (b) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate or organizational action of the party; (c) when executed and delivered by both parties, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (d) it shall abide by all applicable federal, state and local laws and regulations with respect to online activities, use of end user data and the products and services offered by each party in connection with this Agreement.
- b. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NEITHER VENYOZ NOR ITS LICENSORS WARRANT THE COMPREHENSIVENESS, CORRECTNESS, OR ACCURACY OF ANY INFORMATION PROVIDED VIA ANY SERVICE OR THAT ANY SERVICE WILL BE UNINTERRUPTED, CURRENT OR ERROR-FREE. CLIENT ASSUMES ALL RESPONSIBILITY AND RISK FOR ITS USE OF INFORMATION PROVIDED VIA ANY SERVICE. Client acknowledges that Venyooz does not screen Renters and cannot guarantee that Renters will comply with Client's guidelines, policies, or other requirements.
- c. **Resolution of Disputes.** Should a dispute arise between Renter and Client related to the Facilities Use Agreement or any Event, such dispute will be resolved directly between Client and Renter without any involvement of Venyooz.

10. INDEMNIFICATION

Venyooz will defend Client against any claim, demand, suit or proceeding made or brought against Client by a third party alleging that the use of a Service in accordance with this Agreement infringes or misappropriates the intellectual property rights of that third party (a "**Claim Against Client**"), and will indemnify Client from any damages, attorney fees and costs finally awarded against Client as a result of, and for amounts paid by Client under a court-approved settlement of, a Claim Against Client; if Client (i) promptly gives Venyooz written notice of the Claim Against Client, (ii) gives Venyooz sole control of the defense and settlement of the Claim Against Client (except that Venyooz may not settle or defend any Claim Against Client unless it unconditionally releases Client of all liability), and (iii) provides to Venyooz all reasonable assistance, at Venyooz's expense. If Client notifies Venyooz of a Claim Against Client, or if Venyooz reasonably believes that a Service may infringe or misappropriate a third party's rights, Venyooz may in its discretion and at no cost to Client (a) modify the Service so that it is no longer infringing, (b) obtain a license for Client's continued use of the Service in accordance with this Agreement, or (c) terminate Client's use of the Service immediately and refund Client any prepaid, but unallocated fees. THIS SECTION 10 STATES VENYOOZ'S ENTIRE LIABILITY WITH RESPECT TO INFRINGEMENT BY THE SERVICE.

11. LIMITATION OF LIABILITY

- a. NEITHER PARTY'S LIABILITY FOR ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY CLIENT UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING THAT INCIDENT, EXCEPT THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CLIENT UNDER THIS AGREEMENT. THE LIMITATIONS DESCRIBED IN THIS SECTION WILL APPLY TO ANY THEORY OF LIABILITY, BUT WILL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS UNDER THE "PAYMENT FOR SERVICES" SECTION.
- b. **Release of Liability.** All liability and risks inherent in the possession, operation, and use of the Properties are the responsibility of Client and its authorized Renters, as determined by the Facility Use Agreements. Venyooz does not screen Renters, review rental applications, develop or review rental terms or agreements, or oversee Renters' use of Spaces. Client hereby releases and indemnifies Venyooz from all claims for any and all property damage or any individual's bodily injury (including death) resulting from the Renter's operation and use of the Spaces. Client further agrees to assume and satisfy all liability for the defense of all claims for damage to property or bodily injury (including death) by third parties resulting from the use of a Property and to hold Venyooz harmless with respect to any claims against Venyooz in connection with such damage or injury, including the payment of any judgments or awards arising out of all such claims.
- c. **Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, UNDER ANY THEORY OF LIABILITY, AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. THE DISCLAIMER IN THIS SECTION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

12. TERM AND TERMINATION

- a. **Term of Agreement.** This Agreement commences on the Effective Date and continues until the expiration or termination of all Order Forms.
- b. **Term of Order Forms.** The term of an Order Form is set forth on the Order Form.
- c. **Termination for Breach.** Either party may terminate this Agreement if the other party has materially breached this Agreement and the breach remains uncured 30 days after the date of the non-

breaching party's written notice.

- d. **Refund or Payment upon Termination.** If this Agreement is terminated by Client for Venyooz's breach, then Venyooz will refund to Client any prepaid and unallocated fees.
- e. **Surviving Provisions.** Sections 1, 2.d, 0, 6 (to the extent any fees are due and outstanding upon termination or expiration), 7, 8, 9, 10, 11, 12.d, 12.e, and 13.

13. GENERAL PROVISIONS

- a. **Anti-Corruption.** Client has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from a Venyooz employee or agent in connection with this Agreement. If Client learns of any violation of the restriction in this section, it will use reasonable efforts to promptly notify Venyooz's legal department at legal@venyooz.com.
- b. **Relationship of the Parties.** The parties are independent, unrelated entities. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.
- c. **No Third-Party Beneficiaries.** There are no intended third-party beneficiaries to this Agreement.
- d. **Notices.** Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (i) personal delivery, (ii) the second business day after mailing by certified or registered mail or courier service, (iii) the second business day after sending by confirmed facsimile, or (iv), except for notices of termination or an indemnifiable claim ("**Legal Notices**"), the first business day after sending by confirmed email. Notices to Venyooz will be addressed to the attention of "Legal Department." Billing-related notices to Client will be addressed to the relevant billing contact designated by Client, and Legal Notices to Client will be addressed to Client and be clearly identified as Legal Notices. All other notices to Client will be addressed to the relevant Service system administrator designated by Client.
- e. **Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.
- f. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted to best accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.
- g. **Assignment.** Neither party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). However, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the terms of this section, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- h. **Governing Law.** This Agreement, and any disputes arising out of or related hereto, will be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods.
- i. **Venue.** The state and federal courts located in Los Angeles County, California will have exclusive jurisdiction over any dispute relating to this Agreement, and each party consents to the exclusive jurisdiction of those courts, except that either party may seek injunctive or other equitable relief in any court of competent jurisdiction.

- j. **Entire Agreement.** This Agreement, together with any Order Form, is the entire agreement between Venyooz and Client regarding Client's use of Service and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. However, if there is a conflict or inconsistency among this Subscription Agreement, Order Form or Policy, the conflict or inconsistency will be resolved according to the following order of precedence: Subscription Agreement, Order Form.
- k. **Counterparts.** This Agreement may be executed by facsimile and in counterparts, and all such counterparts will collectively be deemed a single instrument.

The parties have executed this Agreement below to indicate their acceptance of its terms.

Venyooz, Inc.

Sapulpa Public
Schools

BY

BY

PRINT NAME

PRINT NAME

TITLE

TITLE

DATE

DATE

SchoolSpace Order Form

CLIENT	Sapulpa Public Schools
PROPERTIES	10
CORE STAFF PERMITTED	2
PRIMARY CONTACT	Johnny Bilby, Assistant Superintendent, (918) 224-3400, jbilby@sapulpaps.org
AGREEMENT DUE	07/31/2022
PAYMENT DUE	09/15/2022

SERVICE	SUBSCRIPTION TERM	FEE
SchoolSpace Platinum	08/15/2022 - 08/14/2023	\$2,720.00
AMOUNT DUE NOW		\$2,720.00

Payment Processing Fees

Payments submitted through or tracked by SchoolSpace are subject to a Processing Fee. Processing Fees for payments submitted to the Client offline by Renters, as well as Insurance Fees collected offline, will be billed quarterly.

CREDIT/DEBIT CARD
\$1.00 + 3.95%

ACH (BANK ACCOUNT)
\$1.00 + 3.95%

OFFLINE
3.95%

Payment for Services

Payment is due, and the pricing indicated above is contingent upon the Agreement and Order Form being received by **07/31/2022**, and payment being received by **09/15/2022**. Please submit the "AMOUNT DUE NOW" and all subsequent payments referenced above to: **Venyooz, 3435 Ocean Park Blvd #107-96, Santa Monica, CA 90405**. Payments may also be made via credit card or wire transfer, subject to additional processing fees; please contact your Venyooz representative or accounts@venyooz.com for payment instructions.

Terms and Conditions

This Order Form is subject to the terms and conditions of the **SchoolSpace Subscription Agreement** entered into between the parties.

Venyooz, Inc.

Sapulpa Public
Schools

BY

BY

PRINT NAME

PRINT NAME

TITLE

TITLE

DATE

DATE



ADDENDUM

Customer Name: _____ (“Customer”) Date: _____

Address: _____

The Addendum (“Addendum”) amends the current agreement number _____ dated _____ (“Agreement”) and all Customer numbers currently being serviced under the referenced agreement. Cintas Corporation (“Cintas”) and Customer acknowledge and agree to the following:

Additional products and/or services set forth below are added to the Agreement:

Item #	Description	Quantity	Unit Price

Term: Cintas and Customer agree that starting on the date this Addendum is signed a new term begins equal to the initial term of the Agreement.

Except as otherwise set forth in the Addendum, all of the terms and conditions of the Agreement remain in effect. Each party represents that the individual signing this Addendum on its behalf is authorized to do so and to bind the party.

CINTAS CORPORATION:

CUSTOMER:

Sign: Don Harrell

Sign: _____

Print: _____

Print: _____

Title: _____

Title: _____

Accepted – GM: _____



DIGITAL TICKETS SALES AGREEMENT

This Digital Ticket Sales Agreement (the “**Agreement**”) is entered into as of July 1, 2022 (the “**Effective Date**”) by and between

Huddle Tickets, LLC dba GoFan, a Georgia limited liability company having its principal place of business at 5900 Windward Parkway, Suite 250, Alpharetta, GA 30005 (“**Company**”),

and

Sapulpa Public Schools a [Oklahoma] not-for-profit corporation having its principal office at 3 S. Mission, Sapulpa, OK 74066 (“**Customer**”).

Each of Company and Customer a “**Party**” and collectively the “**Parties**.”

1. DEFINITIONS. Capitalized terms not otherwise defined herein, shall have the meanings set forth below.

“**Authorized Users**” means individuals who are authorized by Customer to use the GoFan® Solution. Authorized Users may include but are not limited to Customer’s employees, consultants or contractors.

“**Confidential Information**” means any non-public information, material, or data relating to a Party that such disclosing Party treats as proprietary or confidential, and is marked as “confidential” or “proprietary” or that, given the circumstances, should be reasonably apparent that such information is of a confidential or proprietary nature. Without limiting the foregoing, (i) the GoFan® Solution and all IP Rights associated therewith shall constitute Confidential Information of Company, (ii) Customer Data shall constitute Confidential Information of Customer; and (iii) all software and any databases (including any data models, structures, non-Customer specific data and Customer specific data and aggregated statistical data contained therein) disclosed by a Party shall constitute Confidential Information of the disclosing Party.

“**Customer**” means the school district indicated in the opening paragraph of this Agreement, and the term includes any Customer School listed in an Order Form for the purposes of the Services contracted under that particular Order Form.

“**Customer Data**” means any data, regardless of whether in printed or electronic form, that is (i) provided to Company by Customer in order for Company to perform its obligations under this Agreement, including without limitation, the Customer Materials, (ii) provided to Company by Authorized Users and/or Patrons, and (iii) derived from Customer’s and Patrons’ use of the GoFan® Solution. Customer Data expressly excludes any Aggregated Data as defined in Section 7.1.

“**Customer Materials**” means any and all data and information uploaded or transmitted to the GoFan® Solution or otherwise delivered to Company hereunder for providing the Services (including, without limitation, Customer’s Marks, Event Listings, information related to Non-ticketed Items, database lists, images, photographs, illustrations, graphics, audio clips, video clips, text, colors, mascot images, and the like).

“**Digital Tickets**” mean electronic tickets for Events that are purchased by Patrons through the GoFan® Solution.

“**Documentation**” means the technical documentation provided by Company to Customer in connection with the GoFan® Solution, expressed in any medium or format.

“**Event**” is an activity held or celebrated at or related to a Customer or a Customer’s venue (including Schools’ venues or grounds) and for which Patrons may purchase Digital Tickets to attend, access to, or participate in.

“**Event Listings**” means the schedule of Events, ticket pricing, promotions, fulfillment method (QR code, mobile only, both), and other related information reasonably requested by Company for each Event for which a Digital Ticket is made available through the Services.

“**GoFan® Solution**” means the online web-based and mobile applications and platform provided by Company, as described in the Documentation, that is contracted by Customer under an Order Form, excluding all Third-Party Services.

“**IP Rights**” means any and all intellectual property rights of any type, recognized in any country or jurisdiction throughout the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation, all: (i) inventions, including patents, patent applications and statutory invention registrations or certificates of invention, and any divisions, continuations, renewals or re-issuances of any of the foregoing; (ii) trademarks, service marks, domain names, trade dress, logos, and other brand source distinctions; (iii) copyrights and works of authorship, or (iv) trade secrets and know-how.

“**Marks**” means any one or more of the trademarks, service marks, trade names, trade dress, domain names, logos, business and product names, slogans, and registrations and applications for registration thereof owned and/or in use by a Party as of the Effective Date, or which are acquired and/or used by such Party thereafter.

“**Non-ticketed Items**” are goods and items other than Digital Tickets that Patrons may purchase electronically through the GoFan® Solution, including but not limited to, merchandise (e.g. apparel, spirit wear), memorabilia, food, registrations (camps, activities, etc.), annual passes for certain Events, club memberships, fundraising, and donations.

“**Order Form(s)**” means one or more ordering documents for contracting the GoFan® Solution and purchasing related Services that are executed by Customer and Company from time to time under this Agreement. Order Forms are incorporated herein by reference.

“**Patron**” means an individual buyer or potential buyer of Digital Tickets and/or Non-ticketed Digital Items.

“**Personal Information**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device.

“Professional Services” means, in each instance, the implementation, integration, configuration, training, consulting or other professional services provided by Company pursuant to an Order Form for Services under this Agreement.

“Schools” means, collectively, those institution(s) where instruction is given to students, or an organization whose primary purpose is the support of those institutions, such as Booster Clubs, Event Organizers, or State Associations (each a **“School”**), which are, by virtue of their relationship with Customer, authorized to receive Services and which can be listed as a **“Customer School”** in an Order Form. **Exhibit A** includes the list of Schools approved to receive Services under this Agreement.

“Services” means, collectively, the services identified on the Order Form, and provided by Company under this Agreement.

“Technology” means all software, designs, formulas, algorithms, processes, and programs that are owned by Company or its licensors and that are used to provide the GoFan® Solution and any Website.

“Term” means the Initial Term plus all Renewal Terms, as further set forth in Section 11.1.

“Third-Party Services” means software products and services that are provided by third parties but may be configured to interoperate with the GoFan® Solution, Technology and Website. Third-Party Services include, without limitation, the payment processing services provided by Stripe, Inc. (**“Stripe”**).

“Website” means any website that is configured and hosted by Company for Customer’s benefit under a URL agreed by the Parties and set forth in the applicable Order Form.

“Work Product” means any expression of Company’s findings, developments, inventions, analyses, conclusions, opinions, recommendations, ideas, techniques, designs, programs, enhancements, modifications, interfaces, source code, object code and other technical information resulting from the performance of Professional Services, support services, or any other Services performed for the benefit of Customer.

2. SERVICES AND THE GOFAN® SOLUTION

2.1. **Scope.** Company is in the business of providing Digital Tickets (and managing reservations, certificates, admissions, and/or confirmations) that allow Patrons’ attendance at, access to, or participation in, Events as well as purchases of Non-ticketed Items provided by Customer, through the GoFan® Solution, a cloud based technology platform and managed service.

2.2. **Provision of the GoFan® Solution and Services.** Subject to the terms of this Agreement and pursuant to the applicable Order Form, Company agrees to provide to Customer (which term, as indicated in an Order Form, may include specific Customer School(s)) the Services identified on the Order Form and to make the GoFan® Solution available to Customer during the Term. Company may provide the GoFan® Solution and host the Technology and Website on its own infrastructure or using a third party cloud computing services provider. Customer’s purchase of the Services and access to the GoFan® Solution are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Company regarding future functionality or features. Company may, in its sole discretion, modify, enhance and/or expand the GoFan® Solution at no additional cost to Customer. Company may also modify, enhance or expand the GoFan® Solution by providing additional features or functionality, which may, but are not required to be, added by Customer to this Agreement at additional cost. Such additional cost features and functionality may be added by mutual written agreement of the Parties. The Parties agree that as of the Effective Date, **Exhibit A** includes the list of Customer Schools approved to receive Services under this Agreement. The Parties agree to update such **Exhibit A** by mutual written agreement from time to time, as needed.

2.3. **Additional Orders.** At any time, following Customer’s execution of the initial Order Form, Customer may subscribe to or purchase additional products or services offered by Company, or otherwise expand the scope of the GoFan® Solution provided to Customer, upon Company’s receipt and acceptance of an amendment to an existing Order Form or additional Order Forms. The GoFan® Solution is subject to any usage limits that are specified in the Order Forms.

2.4. **License Grant.** Subject to Customer’s compliance with all of the terms and conditions of this Agreement, Company hereby grants Customer a limited, revocable, non-exclusive, non-transferable right during the Term to access/use the Technology and the Website(s), solely in connection with Customer’s use of the GoFan® Solution under this Agreement. Customer agrees and understands that access to and/or use of the GoFan® Solution requires acceptance of the GoFan® Terms of Use available at <https://www.huddletickets.com/gofantermsofuse> and the GoFan® Privacy Policy available at <https://www.huddletickets.com/gofanprivacypolicy>.

2.5. **Website.** As part of the GoFan® Solution, Company may provide a co-branded personalized website page and online platform for digital ticketing at no additional cost to Customer, which shall include a **“Powered by GoFan®”** brand designation. For purposes of the foregoing, Customer hereby grants to Company a non-exclusive, non-sublicenseable, non-transferable right and license to configure Customer’s branding elements in the Website including displaying Customer’s Marks and Customer Materials solely as part of the personalized Website feature of the GoFan® Solution.

3. RESPONSIBILITIES OF THE PARTIES

3.1. **Company Responsibilities.** As part of the GoFan® Solution and related Services, Company will (a) display Customer’s Event Listings; (b) accept and process on-line orders for purchases of Digital Tickets to Customer’s Events and of Non-Ticketed Items, and process all payments for said purchases; (c) provide an accounting to Customer of any fees and charges for each sale in accordance with Section 5 below; (d) provide Customer with Company’s standard support for the GoFan® Solution at no additional charge, and/or upgraded support if purchased for any applicable additional fee(s), and (e) use commercially reasonable efforts to make the GoFan® Solution available 24 hours a day, 7 days a week, except for any unavailability caused by scheduled maintenance or by circumstances beyond Company’s reasonable control, including, for example, an act of God, act of government, national emergency, pandemic, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem, Internet service provider failure or delay, failure or delay of service from any third party cloud computing services provider, or denial of service attack. Company will provide support services and service level commitments in accordance with its standard policies, as in effect from time-to-time. Company shall use commercially reasonable efforts to ensure that the GoFan® Solution is available to Customers with an availability of at least 99.5% as measured on a monthly basis during the Term. Customer acknowledges and agrees that downtime attributable to scheduled maintenance or failures in Customer’s systems, failure of network or data availability at a venue, Patron’s access to their mobile data due to network connectivity, and so forth, shall not count against the foregoing availability requirement. Company reserves the right to modify its maintenance and support services documentation from time-to-time and, other than immaterial changes and corrections, will give Customer reasonable notice of modifications thereto.

3.2. **Customer Responsibilities.** Customer shall (a) be responsible for its own and its Authorized Users’ compliance with this Agreement, (b) be solely responsible for the accuracy, quality, integrity, and legality of Customer Data and of the means by which Customer acquired Customer Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the GoFan® Solution, and notify Company promptly of any such unauthorized access or use, (d) use the GoFan® Solution only in accordance with the Documentation and applicable laws and government regulations, and (e) provide Company with assistance, information and the Customer Materials that are reasonably requested as necessary to effectively provide the GoFan® Solution. Customer represents that, as the Event organizer, is solely

authorized to provide access to such Events. Customer shall appoint a primary contact and a main financial contact (“**Customer Contacts**”) to facilitate implementation and management of the GoFan® Solution and agrees to provide to Company updated and accurate information regarding Customer’s Contacts at all times. Customer represents that these Customer Contacts have the authority to make decisions on Customer’s behalf, including receiving legal notifications and communications from Company.

3.3. License to Company. In addition to the license granted in Section 2.5, Customer hereby grants Company a worldwide right and license to (a) display the Marks of each Customer (including Schools) and reformat the branding as necessary in connection with the Services, including without limitation, for display of the Non-Ticketed Items; (b) post on the social media channels of each Customer (including Schools) for the purpose of promoting the Services; (c) manage online searches and activities for each Customer (including Schools) for the purpose of promoting the Services, and (d) offer the Services listed on the Order Form to Patrons.

3.4. Restrictions. Customer will not, directly or indirectly, do any of the following: (a) make the GoFan® Solution available to, or use the GoFan® Solution for the benefit of, anyone other than Customer, or its Authorized Users and Patrons; (b) sell, resell, license, sublicense, distribute, rent or lease any of the Services, or include the GoFan® Solution in a service bureau or outsourcing offering; (c) use the GoFan® Solution to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (d) use the GoFan® Solution to store or transmit code, files, scripts, agents or programs intended to do harm (including, for example, viruses, worms, time bombs and Trojan horses); (e) interfere with or disrupt the integrity or performance of the GoFan® Solution or any content contained therein; (f) attempt to gain unauthorized access to the GoFan® Solution or the Technology; (g) permit direct or indirect access to or use of the GoFan® Solution or Technology in a way that circumvents a contractual usage limit, (h) copy any part, feature, function or user interface of the GoFan® Solution; (i) access the GoFan® Solution or Technology in order to build a competitive product or service; or (j) reverse engineer, disassemble or decompile any portion of the Technology.

3.4. Personal Information. With respect to any Personal Information collected or received from or on behalf of Customer, Company (a) shall only process such Personal Information for the purpose of providing the GoFan® Solution and related Services; (b) shall not retain, use, or disclose (including outside of the direct business relationship between Company and Customer) Personal Information except for the purpose of providing the GoFan® Solution; (c) shall not sell, rent, release, disclose, disseminate, make available, transfer or otherwise communicate such Personal Information to any third party for monetary or other valuable consideration; and (d) certifies that it understands the restrictions on Company’s processing such Personal Information as set forth herein and will comply with them. For clarity, Company may disclose Customer Personal Information to Company’s service providers in connection with such service providers providing services to Company, and Company may permit such service providers to process Customer Personal Information as necessary for Company to provide the GoFan® Solution to Customer.

3.5. Security. Company has implemented industry standard technical and organizational measures designed to secure the GoFan® Solution and Customer Data from accidental loss and unauthorized access, use, alteration or disclosure; however, Company cannot guarantee that unauthorized third-parties will never be able to defeat those measures to gain access to the GoFan® Solution, and as such, Customer understands that its use of the GoFan® Solution is at Customer’s own risk. Notwithstanding the foregoing, each party shall take, and hereby represents that it has taken, all steps to ensure the reliability and security of its systems; and that it will comply with their respective systems, network and data security policies.

4. PROFESSIONAL SERVICES

4.1. Professional Services. The Parties may, but are under no obligation to, enter one or more Order Forms for Professional Services to be performed by Company. No Professional Services shall be furnished to Customer by virtue of this Agreement alone, but shall require the execution of an Order Form for Professional Services by both Parties. An “**Order Form for Professional Services**” means an ordering document for the purchase of Professional Services executed by Customer and Company (from time to time) under this Agreement and that contains, at a minimum, the following information: (i) the scope of the Professional Services to be provided; (ii) applicable rates and fees; (iii) responsibilities and dependencies of each Party; (iv) agreed upon Work Product and specific deliverables, if any; and (v) signatures of authorized representative of both Parties.

4.2. Scope Modifications. Customer may at any time request a modification to the Professional Services to be performed pursuant to any particular Order Form by making a written request to Company specifying the desired modifications. Company shall submit an estimate of the cost for such modifications and a revised estimate of the time for performance pursuant to the applicable Order Form. Modifications in any Order Form for Professional Services shall become effective only when a written change request is executed by authorized representatives of both Parties.

4.3. Company Personnel. Company shall be responsible for securing, managing, scheduling, coordinating and supervising Company personnel, including its subcontractors, performing the Professional Services.

4.4. Cooperation. Customer will provide all reasonably requested assistance to Company as may be reasonably necessary to enable Company to perform its obligations hereunder, including, without limitation, any obligations with respect to the Professional Services.

5. FEES AND PAYMENTS

5.1. Fees. In consideration for the rights granted to Customer and the performance of Company’s obligations under the Agreement and the applicable Order Form, Customer shall pay to Company, without offset or deduction, the fees referenced in such applicable Order Form. Company reserves the right to modify and/or update its pricing from time to time, and in any event no less than once a year. Unless otherwise specified in the applicable Order Form and subject to Company’s then-current pricing, Company shall be entitled to assess and receive (a) charges and fees in the amounts set forth in the Order Form, all of which charges and fees shall be assessed against Digital Ticket and Non-ticketed Item sales (the “**Transaction Fees**”), and (b) the license fees, if applicable, for use of the GoFan® Solution and pre-packaged Services, as set forth on the Order Form, which shall be assessed annually against Customer (the “**Platform Fee**”). Except as otherwise specified in an Order Form, fees for any and all Professional Services shall be based on then-current hourly rates.

5.2. Payment Terms. Any undisputed fees and other amounts due under this Agreement that are payable directly from Customer to Company shall be due and payable net thirty (30) calendar days after date of receipt by Customer of the applicable invoice. When Company process and collects payment for sales of Digital Tickets or Non-ticketed Items, Company will collect all fees and charges on behalf of Customer from the Patron(s) and deduct all applicable Transaction Fees from the fees passed along to Customer. Company will make all payments to Customer (Digital Tickets and/or Non-ticketed Items sales fees minus applicable Transaction Fees due to Company, including any prior balance due to Company for any reason) using the payment method and frequency agreed between the Parties in the applicable Order Form. Company will use commercially reasonable efforts to submit payment within a reasonable time following the completion of the Event to which the registration fees correspond, provided that Company reserves the right to withhold funds at any time as Company in its sole discretion determines to be necessary for the processing and settlement of all returns, disputed charges, client complaints, allegations of fraud, chargebacks, expected chargebacks and other discrepancies.

5.3. Refunds and Canceled Events. Customer agrees and understands that all sales processed by Company are final and non-refundable, except in case of full cancellation of an Event by Customer. It is Customer's responsibility to communicate Customer's refund policy to Patrons in the event of a canceled Event. Customer shall ensure that its refund policy is consistent with the terms of this Agreement, the payment and refund processes included in the Services, and all applicable legal, regulatory and other governmental requirements. All communications or disputes regarding refunds are between Customer and the Patron, and Company will not be liable for any decision to issue or not issue refunds. No payments shall be made to Customer from Company with respect to any Event that is cancelled and for which the Customer authorizes a refund. If an Event is canceled, a refund shall be issued to Patrons. Except as otherwise provided herein, any credit card fees or convenience fees paid to Company by Patron(s) are non-refundable.

5.4. No Minimum Sales. It is agreed and understood that neither Company nor Customer guarantees or will guarantee that any minimum or fixed number of Digital Tickets or Non-Ticketed Items will be sold or available for sale through the GoFan® Solution for any Event.

5.4. Taxes. If applicable, Customer will, within thirty (30) days of the effective date of the Order Form, provide Company with applicable sales tax exemption certificate(s). Unless the applicable tax-exempt certificate is provided, Customer shall be responsible for, all taxes, duties, and assessments imposed on Customer in connection with fees paid under the provisions of this Agreement, including without limitation, all sales, use, excise or other taxes and duties, and Company will include all such taxes, duties and assessments on each applicable invoice. If Company believes that Company is obligated to obtain tax information and Customer does not provide this information to Company after Company has requested it, Company may withhold Customer's payments until Customer provides this information or otherwise satisfies Company that Customer is not a person or entity from whom Company is required to obtain tax information. Company reserves the right to offset any amounts due to Company hereunder in the event Company is found to be liable for any tax or withholding tax in connection with the Services.

5.5. Expenses. Customer shall reimburse Company for any reasonable, actual out-of-pocket expenses incurred and approved by Customer, including travel expenses and related costs, incurred by Company employees and subcontractors, provided that such expense and costs are consistent with Customer's own travel policies and approved in advance by Customer.

5.6. Customer Information. Customer will provide complete and accurate billing and contact information to Company and promptly notify Company of any changes to such information. Any bank fees related to returned or cancelled payments due to a contact or payment information error or omission may be deducted from any newly issued payment.

5.7. Disputed Charges. Customer must notify Company in writing of any dispute or disagreement with invoiced charges within thirty (30) calendar days after the date of receipt of the applicable invoice by Customer. Absent such notice, Customer shall be deemed to have agreed to the charges as invoiced. Payment shall be calculated solely based on records maintained by Company. No other measurements or statistics of any kind shall be accepted by Company or have any effect under this Agreement.

5.8. Suspension. If any amount owing by Customer under this Agreement is thirty (30) or more days past due, Company may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under this Agreement so that all such obligations become immediately due and payable, and suspend the GoFan® Solution, the Services and/or Professional Services to Customer until such amounts are paid in full. Company will give Customer at least ten (10) days' prior notice that Customer's account is overdue before implementing any such suspension.

6. CONFIDENTIAL INFORMATION

6.1. Access. The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain Confidential Information of the other Party or Confidential Information of third parties that the disclosing Party is required to maintain as confidential.

6.2. Mutual Obligations. Except as may be expressly set forth in this Agreement, each Party that receives Confidential Information of the other Party agrees during the term of this Agreement and thereafter, to: (a) use the Confidential Information only for the purposes of performing this Agreement; (b) hold the Confidential Information of the other Party in confidence and restrict it from dissemination to, and use by, any third party; (c) protect the confidentiality of the other Party's Confidential Information using the same degree of care, but no less than reasonable degree of care, as the receiving Party uses to protect its own Confidential Information; (d) not create any derivative work from Confidential Information of the other Party; and (e) restrict access to the Confidential Information of the other Party to such of its personnel, subcontractors, and/or consultants who have a need to have access to such Confidential Information, who have been advised of the confidential nature of such information, and who have agreed in writing to terms no less protective than the terms set forth in this Agreement with respect to the treatment of such Confidential Information.

6.3. Confidentiality Exceptions. Section 6.2 shall not apply to Confidential Information that is: (a) publicly available or in the public domain at the time disclosed; (b) publicly available, becomes publicly available or enters the public domain through no fault of the recipient; (c) rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) independently developed by the recipient without use of or reference to the disclosing Party's Confidential Information and by employees or other authorized agents of the receiving Party who have not been exposed to the disclosing Party's Confidential Information; or (f) approved for release or disclosure in writing by the disclosing Party.

6.4. Compelled Disclosure. Notwithstanding the foregoing, each Party may disclose Confidential Information of the other Party to the limited extent required to: (a) comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall, to the extent allowed by law, first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (b) establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

6.5. Equitable Relief. The Parties acknowledge and agree that money damages would not be a sufficient remedy for breaches of this Section 6, and that each Party may seek injunctive relief, specific performance, or other equitable relief as a remedy for any such breach.

7. INTELLECTUAL PROPERTY/PROPRIETARY RIGHTS

7.1. Company. As between the Parties, Company and its licensors own all right, title and interest, including all IP Rights, in and to all Company Confidential Information, the Technology, the GoFan® Solution, Company Marks and Aggregated Data including, without limitation, all modifications, improvements, upgrades, derivative works, and feedback related thereto, and any third party software provided by Company, and all software, associated documentation, hardware, materials, information, processes or subject matter that is proprietary to Company and is provided under this Agreement. "Aggregated Data" is anonymous, statistical, analytical and other aggregated data that is collected automatically from use of the GoFan® Solution and that does not personally identify Customer, an Authorized User, Patron, or visitor to the Website. Company expressly reserves all rights not expressly granted to Customer under this Agreement and all executed Order Forms.

Customer shall not knowingly engage in any act or omission that would impair the IP Rights of Company or its licensors. In no event shall Customer obtain any ownership rights in or to the Confidential Information of Company, the GoFan® Solution, the Company Marks, or any IP Rights of Company.

7.2. Customer. Customer and its licensors own all right, title and interest, including all IP Rights, in and to Customer Marks, the Customer Data and all Confidential Information disclosed by Customer. Company shall not knowingly engage in any act or omission that would impair Customer's IP Rights or Confidential Information. In no event shall Company obtain any ownership rights in or to the Confidential Information of Customer, the Customer Data, Customer Marks or Customer's IP Rights.

7.3. Customer Data; License. As between Company and Customer, Customer exclusively owns all rights, title, and interest in and to all of the Customer Data. Customer hereby grants Company a worldwide, limited-term license to host, copy, transmit and display Customer Data, as necessary for Company to provide the GoFan® Solution in accordance with this Agreement. Subject to the limited licenses granted herein, Company acquires no right, title or interest from Customer under this Agreement in or to Customer Data. Customer hereby grants to Company a perpetual, non-exclusive, royalty-free license to (a) use Customer Data in order to provide, monitor and improve the GoFan® Solution to Customer and (b) use all of Customer Data that is anonymous and does not personally identify Customer, or an Authorized User, Patron, or visitor to the Website for statistical, analytical and other aggregate use. Customer represents and warrants to Company that it owns all right, title and interest in, or otherwise has full and sufficient authority to use in the manner contemplated by this Agreement, any Customer Data furnished by Customer to Company for purposes of this Agreement.

7.5. Work Product. Unless otherwise specified in the applicable Statement of Work, all Work Product created under this Agreement, including all IP Rights related thereto, shall be owned by Company. Regarding all Work Product created under this Agreement that is owned by Company and is made available to Customer to enable Customer's use of the GoFan® Solution pursuant to the terms of this Agreement, Company hereby grants Customer a worldwide, non-exclusive, non-transferrable, non-sublicensable right and license to use the Work Product, solely in connection with Customer's use of the GoFan® Solution. Unless otherwise specified in an applicable Order Form, to the extent Customer acquires any rights in the Work Product, Customer hereby assigns such rights to Company. Customer shall give Company all reasonable assistance and execute all documents necessary to assist or enable Company to perfect, preserve, register and/or record such assignment and Company's rights in any Work Product.

8. REPRESENTATIONS AND WARRANTIES

8.1. General. Each Party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement, and that the execution and performance of this Agreement does not and shall not violate any other contract, obligation, or instrument to which it is a party, or which is binding upon it, including any confidentiality obligations.

8.2. GoFan® Solution Warranties. Company warrants that: (a) the GoFan® Solution shall perform materially in accordance with the Documentation, and (b) subject to Section 8.3 (Third-Party Services), the functionality of the GoFan® Solution will not be materially decreased during a Term. For any breach of either such warranty, Customer's exclusive remedy shall be as provided in Section 11.5 (Termination for Breach). Customer acknowledges that availability of the GoFan® Solution depends upon the availability of the Internet and any third-party cloud computing services provider and that Company has no control over such availability. Accordingly, Company makes no representations, warranties, or covenants regarding the availability of the GoFan® Solution to the extent that such availability depends upon the availability of the Internet or any third-party cloud computing services provider.

8.3. Third Party Services. The GoFan® Solution is designed to work with, and may integrate, certain Third-Party Services. Customer's use of Third-Party Services is governed entirely by the terms of Customer's agreement with the relevant third party. Nothing in this Agreement creates any rights or obligations on the part of Company with respect to such Third-Party Services nor should this Agreement be construed as creating any rights or obligations on the part of any third party providing Third-Party Services with respect to the GoFan® Solution provided by Company. Company reserves the right to terminate any Third-Party Services provided to Customer. In such event, any pre-paid Services fees applicable to the unexpired term of the terminated Third-Party Services and all other fees paid by Customer to Company for the affected Third-Party Services will be promptly refunded to Customer. Customer understands and agrees that Customer must agree to Stripe's connected account agreement as part of the Services provided. *Company makes no warranties for the Third-Party Services or any hardware or software used in connection with or otherwise related thereto.* Any warranties provided by the Third-Party Services provider directly to Customer exclusively apply. To the extent expressly permitted by a Third-Party Services provider, Company shall pass through to Customer for Customer's benefit any applicable warranties that the Third-Party Services provider provides directly to Company. Customer warrants to Company that Customer will use the Third-Party Services in accordance with all applicable laws and regulations and any underlying Third-Party Service agreement.

8.4. Customer Warranties. Customer agrees to (a) provide accurate and current information during the registration process and to update such information to maintain its accuracy and completeness, and (b) not disclose Customer's login credentials to any third party. Customer is solely responsible for any activities or actions under Customer's Company account, whether or not Customer has authorized such activities or actions. Customer will immediately notify Company of any unauthorized use or access to Customer's Company account. Customer represents and warrants that: (i) it has all the requisite corporate power and authority to execute and perform its obligations under the Agreement and to grant the rights set forth herein; (ii) no approval, authorization or consent is required in order for it to enter into and perform its obligations under the Agreement, (iii) it will comply with all applicable laws, rules, regulations, ordinances and tax requirements in connection with this Agreement, its use of the Services, any Events that are related to the Digital Tickets offered under this Agreement, and the fulfillment of any Non-Ticketed Digital Items, including without limitation, donations or fundraising, (iv) it will not infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights; (v) it will not interfere with or damage the Services or Third-Party Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology; (vi) it will not use the Services in connection with the distribution of unsolicited commercial email ("spam"); (vii) it will not offer any Digital Tickets for Events not sponsored by a Customer; (viii) it will not use automated scripts to collect information or otherwise interact with the Services; (ix) it will not submit any information to Company or any Third-Party Services provider with false or misleading information, or submit any Event Listing with a price, service or activity that Customer does not intend to honor; (x) it will not use, display, mirror or frame the GoFan® Solution or the Services, or any individual element within the Services, Company's name, Company Marks or other proprietary information, without Company's express written consent; (xi) it will not access, tamper with, or use non-public areas of the GoFan® Solution or the Services; (xii) it will not attempt to probe, scan, or test the vulnerability of any Company system or network or breach any security or authentication measures; (xiii) it will not avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Company, or any Third-Party Services provider; (xiv) it will only offer Non-Ticketed Items in connection with Customer(s); and (xx) it will not advocate, encourage, or assist any third party in doing any of the foregoing.

8.5. Professional Services Warranty; Exclusive Remedy. Company warrants the Professional Services performed hereunder will be performed in a professional and workmanlike manner, using sound principles, accepted industry practices and competent personnel ("**Professional Services Warranty**"). The Professional Services

Warranty shall not apply if the Work Product is implemented, customized, modified, enhanced or altered by Customer or any third party that is not specifically retained by Company as a contractor for such purposes. Customer's sole and exclusive remedy, and Company's sole obligation, in the event of a breach of the Professional Services Warranty is for Company, at its expense, to re-perform the Professional Services which were not as warranted, provided Company has received notice from Customer within thirty (30) calendar days of the completion of the Professional Services that Customer alleges were not performed consistent with the Professional Services Warranty. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THIS SECTION 8.5 SETS FORTH COMPANY'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE PROFESSIONAL SERVICES WARRANTY.

8.6. Disclaimers. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 8, COMPANY MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND WHETHER EXPRESS, IMPLIED OR STATUTORY, AND COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, SYSTEM INTEGRATION AND/OR DATA ACCURACY. NO WARRANTY IS MADE BY COMPANY ON THE BASIS OF TRADE USAGE OR COURSE OF DEALING. COMPANY DOES NOT WARRANT THAT THE GOFAN® SOLUTION, TECHNOLOGY, WEBSITE OR ANY OTHER INFORMATION, MATERIALS, OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL MEET CUSTOMER'S OR PATRON'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

9. LIMITATIONS OF LIABILITY

9.1. EXCEPT FOR DAMAGES ARISING OUT OF (I) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, (II) A PARTY'S MISAPPROPRIATION OF THE OTHER PARTY'S IP RIGHTS, OR (iii) WHERE A CLAIM RESULTS FROM INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, OR COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, EVEN IF THE PARTY FROM WHOM SUCH DAMAGES ARE SOUGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED.

9.2. EXCEPT FOR DAMAGES ARISING OUT OF (I) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, (II) A PARTY'S MISAPPROPRIATION OF THE OTHER PARTY'S IP RIGHTS, OR (iii) WHERE A CLAIM RESULTS FROM INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NEVER EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT DURING THE TWELVE MONTHS IMMEDIATELY BEFORE ANY EVENT GIVING RISE TO A CLAIM BY THE OTHER PARTY HEREUNDER. EACH PARTY HEREBY RELEASES THE OTHER PARTY FROM ALL OBLIGATIONS, LIABILITY, CLAIMS, OR DEMANDS IN EXCESS OF THIS LIMITATION.

9.3. Essential Basis. The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different.

10. INDEMNIFICATION

10.1. Infringement Claim.

10.1.1. Company shall indemnify, defend and hold harmless Customer from and against all losses, liabilities, damages, claims, costs and reasonable expenses (including reasonable attorneys' fees) arising out of or related to a third party claim that Customer's use of, or access to, the GoFan® Solution or Technology infringes a United States patent, copyright or trademark or misappropriates any third party trade secrets (an "**Infringement Claim**"); provided that, Customer must give Company: (a) prompt written notice of such claim; (b) authority to control and direct the defense and/or settlement of such claim; and (c) such information and assistance as Company may reasonably request, at Company's expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, Company shall not, without the prior written consent of Customer, settle any third-party claim against Customer unless (i) such settlement completely and forever releases Customer with respect thereto or (ii) does not involve any financial obligation on the part of Customer. In any action for which Company provides defense on behalf of Customer, Customer may participate in such defense at its own expense by counsel of its choice.

10.1.2. Upon the occurrence of any Infringement Claim for which indemnity is or may be due under this Section 10.1.1, or in the event that Company believes that such a claim is likely, (Company will, at its option: (a) appropriately modify the GoFan® Solution, GoFan® Solution or Technology to be non-infringing, or substitute functionally equivalent software or services; (b) obtain a license to the applicable third-party intellectual property rights; or (c) if the remedies set forth in clauses (a) and (b) above are not commercially feasible, as determined by Company in its sole discretion, Company may terminate this Agreement on written notice to Customer and refund any pre-paid fees for services that have not been provided. THE PROVISIONS OF THIS SECTION 10.1 STATES THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF COMPANY TO CUSTOMER, AND IS CUSTOMER'S SOLE REMEDY, WITH RESPECT TO ANY INFRINGEMENT CLAIM.

10.2. Mutual Indemnity. Except as prohibited by applicable law, each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party and its officers, directors, shareholders, members, managers, employees, and agents (each, an "Indemnified Party") against any claim, including costs and reasonable attorney's fees, in which the Indemnified Party is named as a result of the grossly negligent or intentionally willful acts or omissions of the Indemnifying Party, its employees or agents, while performing its obligations pursuant to this Agreement or any act or omission which results in death, bodily injury or tangible property damage. The Indemnified Party must give the Indemnifying Party: (a) prompt written notice of such claim; (b) authority to control and direct the defense and/or settlement of such claim; and (c) such information and assistance as the Indemnifying Party may reasonably request, at the Indemnifying Party's expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, the Indemnifying Party shall not, without the prior written consent of the Indemnified Party, settle any third-party claim against the Indemnified Party unless (i) such settlement completely and forever releases the Indemnified Party with respect thereto or (ii) does not involve any financial obligation on the part of the Indemnified Party. In any action for which the Indemnifying Party provides defense on behalf of the Indemnified Party, the Indemnified Party may participate in such defense at its own expense by counsel of its choice.

11. TERM AND TERMINATION

11.1. Agreement. This Agreement will continue for the duration of the Term unless terminated earlier in accordance with this Agreement. The initial term of this Agreement ("**Initial Term**") will commence on the Effective Date and continue for a period of three (3) years thereafter. Following the Initial Term, this Agreement will automatically renew for successive one year terms (each, a "**Renewal Term**"), unless either party notifies the other, at least sixty (60) days prior to the end of the Initial Term or then-current Renewal Term, as the case may be, of the notifying party's election not to renew this Agreement, whereupon this Agreement shall terminate on the last day of the Initial Term or the then-current Renewal Term, as the case may be.

11.2. Termination for Breach. Either Party may, at its option, terminate the Agreement in the event of a material breach by the other Party, provided such Party has provided written notice to the other Party specifically identifying the breach or breaches on which such notice of termination is based. The other Party will have a

right to cure such breach or breaches within thirty (30) days of receipt of such notice, and the Agreement will terminate in the event that such cure is not made within such thirty (30) day period. For purposes of clarity, Customer's non-payment of fees validly due and payable under the Agreement will be deemed a material breach.

11.3. Bankruptcy. This Agreement may be terminated immediately by a Party through written notice if the other Party ceases to carry on business as a going concern, becomes the object of the institution of voluntary or involuntary proceedings in bankruptcy or liquidation, or a receiver is appointed with respect to a substantial part of its assets.

11.4. Accrued Obligations. Termination of this Agreement and/or any particular Order Form shall not release either Party from any liability which, at the time of termination, has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in this Agreement and/or any applicable Order Form to survive termination.

11.5. Cumulative Remedies. Termination of this Agreement and/or any applicable Order Form, regardless of cause or nature, shall be without prejudice to any other rights or remedies of the Parties and shall be without liability for any loss or damage occasioned thereby.

11.6. Effect of Termination. Upon any termination of this Agreement, Customer shall immediately discontinue all use of the GoFan® Solution and promptly pay to Company all amounts due and payable under this Agreement. Upon termination, Company shall inform Customer of the extent to which performance of Services has been completed under any Order Form and shall deliver any collected fees minus any payments owed to Company. In addition, each Party shall: (a) immediately discontinue all use of the other Party's Confidential Information; (b) at the option of the disclosing Party, either return or destroy all Confidential Information of the disclosing Party in its possession; and (c) delete the disclosing Party's Confidential Information from its computer storage or any other media, except for archival copies which may be retained and shall be destroyed in accordance with the party's Record retention policy. Any such retained copies shall remain subject to Section 6 (Confidentiality). Each Party will, on request from the disclosing Party, provide the disclosing Party with a written certification of compliance with this Section 11.6 signed by an officer.

11.7. Survival of Obligations. Those provisions of the Agreement that by their nature or their terms survive termination or expiration of the Agreement shall so survive including but not limited to Sections 1, 6, 7, 8, 9, 10, 11.4 – 11.7, and 12.

12. MISCELLANEOUS

12.1. Applicable Law; Venue and Jurisdiction. Unless otherwise expressly agreed in an Order Form, this Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, without giving effect to its rules regarding conflicts of laws. THE PARTIES AGREE THAT ANY AND ALL CAUSES OF ACTION BETWEEN THE PARTIES ARISING FROM OR IN RELATION TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE AND FEDERAL COURTS LOCATED WITHIN CREEK COUNTY, OKLAHOMA.

12.2. Order of Precedence. In the event of a conflict between this Agreement and any Order Form, or other document referencing this Agreement that is executed by both Parties, this Agreement shall govern, except to the extent that the applicable Order Form, or other executed document expressly states the intent of the Parties to supersede or change one or more provisions in this Agreement and clearly identifies the provision(s) to be superseded or changed. This Agreement, including each Order Form, shall prevail over any different, conflicting, inconsistent or additional terms contained in any purchase order or like document issued by Customer.

12.3. Force Majeure. If a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including, by way of example and not limitation, war, riot, fires, floods, acts of God, epidemics, public health emergencies, orders of governmental authorities, or failure of public utilities or public transportation systems, such failure or delay will not be deemed to constitute a material breach of the Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

12.4. Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person; (b) sent by registered mail, return receipt requested; or (c) sent overnight using an overnight air courier. Notices will be considered to have been given at the time of actual delivery if delivered in person, three (3) business days after posting if sent by mail, or one (1) day after delivery to an overnight air courier service. Notices shall be addressed to each Party's address as set forth below the signature block hereunder, unless otherwise indicated on the Order Form.

12.5. Assignment. Neither Party shall assign its rights or delegate its obligations under this Agreement without the other Party's prior written consent, and, absent such consent, any purported assignment or delegation shall be null, void and of no effect. Notwithstanding the foregoing, either Party may assign this Agreement, without requiring such prior consent, in connection with a merger or sale of all or substantially all of its assets, provided that the assignee agrees in writing to assume the assignor's obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of Company and Customer and their successors and permitted assigns.

12.6. Customer Attribution; Marketing. Each Party may use and display the other Party's name, logo, and success stories in its marketing materials. Upon Customer's prior written approval, Company may issue a press release announcing Customer's selection of Company's product and services and/or Customer's successful deployment of the Company products and services. Company may refer to Customer in its marketing and promotional materials, verbally and/or in writing, provided Customer has provided its approval prior to publication thereof.

12.7. General. The Parties are acting as independent contractors in making and performing this Agreement. The relationship arising from this Agreement does not constitute or create any partnership, joint venture, employment relationship or franchise between the Parties. No amendment to this Agreement or any Order Form shall be valid unless it is made in writing and is signed by the authorized representatives of both Parties. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement shall not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, shall confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal

or equitable right whatsoever to enforce any provision of this Agreement. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement.

12.8. Entire Agreement. The Agreement (and its Order Forms and other documents incorporated by reference) sets forth the entire agreement and understanding between the Parties with respect to its subject matter and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the parties with respect to its subject matter, and neither of the Parties will be bound by any conditions, inducements or representations other than as expressly provided for herein. Any purchase order issued by Customer is merely for the administrative convenience of Customer and company shall not be bound by any terms, conditions or other provisions of such purchase order.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers as of the Effective Date.

<p>"Company" Huddle Tickets LLC dba GoFan</p>	<p>"Customer" Sapulpa Public Schools</p>
<p>By: _____ Name: _____ Title: _____ Date: _____</p>	<p>By: _____ Name: _____ Title: _____ Date: _____</p>
<p>Address for Legal Notices: Huddle Tickets, LLC, 5900 Windward Parkway, Suite 250, Alpharetta, GA 30005, USA <i>Attention:</i> Legal Department. Legal contact email for copies of notices: legal@huddleinc.com.</p>	<p>Address for Legal Notices: <i>Attention:</i> Legal Department. Legal contact email for copies of notices:</p>

ORDER FORM

Term	July 1, 2022 to June 30, 2025 School option for annual renewal	
Digital Ticket Sales	Custom school ticketing page to be used for athletics, performing arts and/or additional school events. - Online Ticket Sales - Season Ticket Sales - Onsite Ticket Sales (QR Code Self Checkout)	
Event Reporting	Real-time online ticket sales status Post event digital ticket sales report Automated for financial tracking and reconciliation	
Event Reporting	Regular, electronic transfer of funds Full documented support for refunds, cancellations and event disruption	
Support	Full on-boarding and training content Access to growing base of user knowledge to share best practices Dedicated account management resource(s)	
Ticket Fees	<u>Type</u>	<u>Fee</u>
	General Admission Tickets	\$1.00 (Per Ticket)
	General Admission Tickets (more than \$10.00)	5% + \$1.00 (Per Ticket)
	Season / Full-Year Tickets	5% + \$2.00 (Per Ticket or Pass)

EXHIBIT A Approved Schools

IF NOT FOR THEM, LLC

LOCATION AGREEMENT and MATERIALS RELEASE

THIS AGREEMENT, effective as of _____, is made by and between IF NOT FOR THEM, LLC (“Producer”) and _____ (“Grantor”) whose address is _____ with respect to Producer’s use of the location described below on the production of a documentary Project or docu-series with the working title **“If Not For Them”** (the “Project”).

1. **FILMING LOCATION:** For good and valuable consideration, receipt and sufficiency of which is acknowledged, Grantor permits Producer, its employees, agents, licensees, affiliates, clients, principals, representatives, successors, distributors, assigns, and network partners, permission to use the property and the surrounding area, including any signage or identifying materials, located at _____ (the “Property”) in connection with the Project for rehearsing, photographing, filming and recording scenes and sounds for the Project. This permission includes the right to bring personnel and equipment onto the Property and to remove them after completion of the work.

2. PRODUCER’S RIGHTS:

(a). Location. Producer shall have the right to copyright, use, license, exhibit, display, print, reproduce, televise, broadcast and distribute, for any lawful purpose, in whole or in part, through any means without limitation, any scenes containing the Property or any part of its premises, all without inspection or further consent or approval by Grantor of the finished product or of the use to which it may be applied. In addition, Producer shall have the right to exhibit, advertise and promote the Project or any portion thereof whether or not the Property is identified, in any and all media which currently exist or which may exist in the future in all countries, in perpetuity.

(b). Materials. In addition, Producer shall have the right to photograph, videotape, record video and sound, reproduce, mention, refer to, permit others to mention and/or refer to, edit, modify, add to and/or otherwise exploit and/or use, alone and/or in combination with other materials and/or elements, the names, products, trademarks, trade names, logos, photographs, copyrighted material and/or other material(s) noted below and any and all elements contained therein (the “Materials”), and to exhibit, advertise and promote the Project or any portion thereof whether or not the Property is identified, in any and all media which currently exist or which may exist in the future in all countries, in perpetuity.

Description of Materials: _____

3. **IDENTIFICATION OF PROPERTY:** Producer shall have the right, but not the obligation, to photograph or Project the actual name connected with the Property and to use such name(s) in the Project. Notwithstanding the foregoing, Producer shall not be required to identify or depict the Property in any particular manner. Grantor acknowledges that any identification of the Property which Producer may furnish shall be at Producer’s sole discretion.

4. **TIME OF ACCESS:** The permission granted hereunder is for the period that commences on or about _____ and continues until _____. The permission shall also apply to future retakes and/or added scenes, if necessary, at a time to be mutually agreed.

5. **ALTERATIONS TO LOCATION:** Producer represents that any change made to the Property shall be undone to restore it to its original condition.

6. **COMPENSATION:** Grantor has agreed to allow Producer to use the Property at no charge to Producer.

7. **REPRESENTATIONS AND WARRANTIES:** Grantor warrants that it has the full right and authority to enter this Agreement regarding the Property and the Materials and to grant the rights and permissions set forth herein.

8. **RELEASE:** Grantor releases and discharges Producer, its employees, agents, licensees, affiliates, clients, principals, representatives, successors, assigns, and network partners from any and all claims, demands or

IF NOT FOR THEM, LLC

LOCATION AGREEMENT and MATERIALS RELEASE

causes of actions that Grantor may have for libel, defamation, invasion of privacy or right of publicity, infringement of copyright or violation of any other right arising out of or relating to any of the rights granted herein.

9. MISCELLANEOUS:

(a) Indemnification: Producer agrees to indemnify and hold harmless Grantor from and against any and all liabilities, damages and claims of third parties arising from Producer's use of the Property (unless such liabilities, damages or claims arise from breach of Grantor's warranty as set forth above) and from any physical damage to the Property caused by Producer, or any of its representatives, employees, or agents.

(b) Assignment. Grantor may not assign his rights or obligations hereunder. Producer may freely assign its rights and obligations hereunder.

(c) Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

(f) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to all of the matters herein and its execution has not been induced by, nor do any of the parties hereto rely upon or regard as material, any representations or writing whatsoever not incorporated herein and made a part hereof. No amendment or modification hereto shall be valid unless set forth in a writing signed by both parties.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

PRODUCER

IF NOT FOR THEM, LLC

By: _____

Print Name: _____

Title: _____

GRANTOR

(Name of Entity)

By: _____

Print Name: _____

Title: _____

CLINICAL ROTATION AGREEMENT

Between

Sapulpa High School

And

THE UNIVERSITY OF TULSA

THIS AGREEMENT is made and entered into as of Sept 1, 2022 between **The University of Tulsa** (“the School”), and **Sapulpa High School**, an Oklahoma corporation (“the Facility”).

1. Clinical Rotations. The School shall arrange clinical rotation experience (“Clinical Rotations”) for athletic training and exercise and sports science students (“Students”) at the Facility. The School and the Facility shall mutually determine the scope of the Clinical Rotation programs, the schedule of student assignments and the number of Students who may participate in the Clinical Rotations.

2. Term. The term of this Agreement shall be for the period of the Clinical Rotations, approximately three (3) years, commencing August 1, 2022, and ending July 31, 2025, unless terminated earlier as provided in this Agreement. Notification by a party of its intent not to renew shall not affect students currently enrolled and participating in Clinical Rotations.

3. Responsibilities of the School.

a. The School shall designate a School employee or another individual retained by the School (the “Clinical Instructor”) to serve as the coordinator for the Clinical Rotations to work directly with Facility personnel and coordinate all the activities of Students.

b. The School shall designate one or more of its instructors or faculty members (“Instructors”) to instruct and supervise Students during the Clinical Rotations.

c. The School shall provide a roster of the names of the Clinical Instructors, Instructors and Students (the “Roster”), along with a rotation schedule, to the coordinator at the Facility before the Clinical Rotations begin.

d. For each Instructor and Student who will participate in the Clinical Rotations, the School shall provide to the Facility verification of the following immunizations and tests: (i) a complete Hepatitis B vaccination series (series of three or waiver) or proof of immunity; (ii) negative PPD or chest x-ray within the past year; (iii) MMR vaccination(s) or positive titer(s); (iv) a written verification of varicella history, varicella vaccination or a varicella titer by a physician or a physician’s designee; and (v) influenza vaccination or waiver, and (vi) a background check.

e. The School shall require that each Student and Instructor before beginning the Clinical Rotations have current CPR certification that meets standards acceptable to the Facility.

f. The School shall instruct Students that they are not permitted to accept orders from physicians or other health care professional in person or by telephone or call a physician or physician's office to obtain an order.

g. The School shall require Students to have transportation to and from the Facility, to arrive and depart promptly, and to park in areas designated by the Facility.

h. The School shall be responsible for planning and implementing the educational program, including administration, programming, curriculum content, books and materials, faculty appointments, eligibility and admission criteria, Student selection, matriculation, promotion, graduation, Student performance evaluation, Instructor performance evaluation, references and all academic aspects of the Clinical Rotation programs.

4. Responsibilities of the Facility.

a. The Facility shall designate a Facility employee to serve as its coordinator (the "Facility Coordinator") for the Clinical Rotations and to work directly with the Clinical Instructor and Instructors to plan and coordinate the Clinical Rotations. The Facility may also designate one or more employees to serve as Clinical Instructors.

b. The Facility shall provide the Clinical Instructor with copies of the Facility's policies, rules, regulations and procedures that are applicable to Students' and Instructors' participation in the Clinical Rotations.

c. The Facility shall provide an orientation to the Clinical Instructor that includes a tour of the Facility and addresses any facilities or procedures of a particular Facility department pertinent to the Clinical Rotations.

d. The Facility shall permit Students and Instructors to assist in the provision of other ancillary health care services to Facility patients, but the Facility may restrict their activities, including any patient care activities, at the Facility.

e. The Facility shall provide parking in designated areas for Students and Instructors.

f. The Facility shall permit the School and its accreditation agencies to visit, tour and inspect the Facility's facilities and records relating to the Clinical Rotations on reasonable notice during the Facility administration's regular business hours, subject to requirements of patient confidentiality, legal compliance requirements of the Facility, and minimizing disruption or interference with Facility operations, including patient care activities.

g. The Facility shall make available emergency care and treatment to Students and Instructors, as necessary, subject to its usual charges.

5. Conflicts and Removal of Students or Instructors. If a conflict arises between an employee of the Facility, on the one hand, and an Instructor or Student, on the other, the Clinical Instructor and Facility Coordinator shall intervene in an attempt to resolve the matter. The Facility may require that the School immediately remove a Student or Instructor from a Clinical Rotation when the Facility believes that the individual exhibits inappropriate behavior, is disruptive, does not comply with Facility rules or policies, or poses a threat to the health, safety or welfare of a patient, employee or any other person.

6. Representations and Warranties of the School. The School represents and warrants to, and covenants with, the Facility as follows:

a. Each Student is currently enrolled at the School. Students who are under 18 years of age have obtained written permission of a parent or guardian to participate in the Clinical Rotation; if the Student is an emancipated minor, then the Student has furnished written authorization to participate in the Clinical Rotation.

b. Students are required to wear designated professional attire with name badges issued by the School, be well-groomed and make a neat appearance while at the Facility.

c. A Student may perform duties and procedures for which he or she has been prepared academically, but not any others.

d. The School shall continuously monitor and evaluate the competence and performance of each Student and shall remove from a Clinical Rotation any Student who is not competent or qualified to participate in the Clinical Rotation.

e. The Instructors are duly licensed or credentialed to practice in Oklahoma; the license or credential of each Instructor is unrestricted; and each Instructor must keep his or her license or credential current, in good standing and unrestricted during the entire term of this Agreement.

f. The Instructors are experienced, qualified and currently competent to provide the services that are required of them for the Clinical Rotations and any services required of them under this Agreement.

g. The School has provided the Clinical Instructor, Instructors and Students with training on the Facility's policies and procedures with respect to protected health information that is necessary and appropriate for them to carry out the activities contemplated by this Agreement as required by applicable provisions of the Health Information Portability and Accountability Act of 1996 and regulations.

h. The School has not been excluded, debarred, or otherwise made ineligible to participate in any federal healthcare program as defined in 42 USC § 1320a-7b(f).

i. All information that has been furnished to the Facility concerning the School, Students and Instructors is true and correct in all respects.

j. All representations and warranties in this Agreement shall remain true and correct during the term of this Agreement. If any of the representations and warranties become inaccurate in any way, the School shall immediately notify the Facility.

7. Employees of the School. Other than any Facility employee designated as an Instructor as permitted in this Agreement, the School, and not the Facility, is the employer of the Instructors and Clinical Instructors. The School shall be responsible for (a) the compensation and benefits payable and made available to the Instructors and Clinical Instructors, and (b) withholding any applicable federal and state taxes and other payroll deductions as required by law.

8. Insurance Coverage.

a. Institutions That Are Not State-Operated. This provision is applicable to Schools that are not owned and operated by the State of Oklahoma. During the term of this Agreement, the School shall continuously maintain for itself and for Students and Instructors professional liability insurance in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, and with such coverages as may be acceptable to the Facility. Upon request, the School shall provide a certificate of insurance to the Facility evidencing such coverage and shall notify the Facility immediately if any adverse change in coverage occurs for any reason. The policy shall provide that it may not be cancelled or terminated without giving the Facility at least 30 days advance notice of cancellation or termination. The Facility shall maintain insurance in amounts sufficient to cover its responsibilities under this Agreement.

9. Termination.

a. Termination for Cause. The Facility may immediately terminate this Agreement for cause upon notice to the School upon the occurrence of any of the following events: (i) the failure of the School to maintain insurance coverage as required by this Agreement; or (ii) the School fails to bar a Student from participating in a Clinical Rotation after the Facility has informed the School to remove a Student for reasons permitted under this Agreement.

b. Termination for Material Breach. If either party defaults by the failure to comply in all material respects with the terms of this Agreement, the other party may terminate this Agreement by giving at least 30 days prior written notice to the defaulting party, specifying in reasonable detail the nature of the default, unless the defaulting party remedies the default within the 30 day period. This provision shall not constitute an election of remedies by either party, and each party shall have and retain all rights and remedies that may be available at law or in equity in the event of breach or default by the other party.

10. Responsibility for Actions. Each party shall be responsible for its own acts and omission and the acts and omissions of its employees, officers, directors and affiliates. 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 failure of the other party or its employees, officers, directors, or agents to perform any of their obligations under this Agreement. If the School is an agency or institution of the State of Oklahoma, the School's liability shall be governed by the Oklahoma Governmental Tort Claims Act.

11. Disclaimer of Intent to Become Partners. The Facility and the School shall not by virtue of this Agreement be deemed to be partners or joint venturers. Neither party shall incur any financial obligation on behalf of the other.

12. Notices. Any and all notices, consents or other communications by one party intended for the other shall be deemed to have been properly given if in writing and personally delivered, transmitted by electronic means, or deposited in the United States first class mails, postpaid, to the addresses or numbers set forth below the signatures of the parties.

13. Confidentiality. The School shall, and the School must require Clinical Instructors, Instructors and Students to, keep confidential and not divulge to anyone else any of the proprietary, confidential information of the Facility, including patient information, unless such information (a) is or becomes generally available to the public other than as a result of disclosure by the School or any of the Students, or (b) is required to be disclosed by law or by a judicial, administrative or regulatory authority. The School, Clinical Instructors, Instructors and Students shall not use such information except as required to provide patient care services in the Clinical Rotations.

14. HIPAA Compliance.

a. The School must, and the School shall require the Clinical Instructors, Instructors and Students to, appropriately safeguard the protected health information of patients, in accordance with applicable provisions of the Health Insurance Portability and Accountability Act of 1996, as it may be amended from time to time ("HIPAA") and applicable law. Instructors and Students may use and disclose protected health information solely for the education and treatment purposes contemplated by this Agreement.

b. With respect to information obtained or received from the Facility, the School shall: (i) not use or further disclose the information other than as permitted or required by this Agreement or as required by law; (ii) use appropriate safeguards to prevent use or disclosure of the information other than as provided for by this Agreement; (iii) report to the Facility any use or disclosure of the information not provided for by this Agreement of which the School becomes aware; and (iv) require that any agents, including a subcontractor, to whom the School provides protected health information received from, or created or received by the School on behalf of, the Facility agrees to the same restrictions and conditions that apply to the Facility with respect to such information

15. **FERPA.** In the course of this Agreement, the Parties may have access to records of the other Party that are “education records” as defined by and protected under the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, et seq., and the regulations promulgated there under (“FERPA”). Such records are confidential. To the extent that the Parties or its personnel have access to “education records” under this Agreement, they are deemed a “school official,” as each of these terms are defined under FERPA. The Parties agree not to use education records for any purpose other than in the performance of this Agreement. Except as required by law, neither Party will disclose or share education records with any third party unless permitted by the terms of this Agreement.

16. **Rights in Property.** All supplies, fiscal records, patient charts, patient records, medical records, X-rays, computer-generated reports, pharmaceutical supplies, drugs, drug samples, memoranda, correspondence, instruments, equipment, furnishings, accounts and contracts of the Facility shall remain the sole property of the Facility.

17. **Non-Discrimination.** Except to the extent permitted by law, the Facility, the School, Instructors and Students shall not discriminate on the basis of race, color, creed, sex, age, religion, national origin, disability or veteran’s status in the performance of this Agreement. As applicable to the School, the provisions of Executive Order 11246, as amended by EO 11375 and EO 11141 and as supplemented in Department of Labor regulations (41 CFR Part 60 et. Seq.) are incorporated into this Agreement and must be included in any subcontracts awarded involving this Agreement. The School represents that, except as permitted by law, all services are provided without discrimination on the basis of, race, color, creed, sex, age, religion, national origin, disability or veteran’s status; that it does not maintain nor provide for its employees any segregated facilities, nor will the School permit its employees to perform their services at any location where segregated facilities are maintained. In addition, the School agrees to comply with Section 504 of the Rehabilitation Act and the Vietnam Era Veteran’s Assistance Act of 1974, 38 U.S.C. Section 4212.

18. **Facility Policies and Procedures.** The School shall, and the School must require Instructors and Students to, comply with the policies, rules, and regulations of the Facility as provided to the School by the Facility.

19. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

20. **No Assignment.** Neither party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other.

21. **Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective legal representatives, successors and permitted assigns.

22. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oklahoma.

23. **Rights Cumulative; No Waiver.** No right or remedy conferred in this Agreement upon or reserved to the Facility is intended to be exclusive of any other right or remedy. Each

and every right and remedy shall be cumulative and in addition to any other right or remedy provided in this Agreement. The failure by either the Facility or the School to insist upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy shall not impair any such right or remedy or be construed as a waiver or relinquishment with respect to subsequent defaults.

24. No Third-Party Beneficiaries. This Agreement is not intended to confer any right or benefit upon, or permit enforcement of any provision by, anyone other than the parties to this Agreement.

25. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and cannot be changed or modified except by another agreement in writing signed by the parties.

SCHOOL:

The University of Tulsa

By _____
Robin Ploeger, Dean
Oxley College of Health Sciences
1215 S. Boulder Ave., 5th floor
Tulsa, OK 74119
Email: robin-ploeger@utulsa.edu

By _____
Eric Wickel, Department Chair
Kinesiology and Rehabilitative Sciences
1215 S. Boulder Ave., 5th floor
Tulsa, OK 74119
Email: eric-wickel@utulsa.edu

FACILITY:

Name of Facility

By: _____
Person signing
Title

Address: _____

Email: _____

Date: 07 / 07 / 2022	Date:
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EXHIBIT A
PARCHMENT SEND – K12 – MULTI-CREDENTIAL
SERVICES DESCRIPTION AND FEE SCHEDULE

Parchment and Member agree that the Parchment Services shall be provided in accordance with the following fees and provisions. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Terms and Conditions.

1. **FEES.** The fees for the Parchment Services shall be paid to Parchment as selected below:

Under Parchment’s contract with the State of Oklahoma (referred to herein as the “State”) resulting from Solicitation No. 2650000370 (the “Contract”), electronic transcripts for current students are subsidized by the OSDE and are processed at no charge to the Member (school) or currently enrolled Credential Owner (student). In the event the annual subscription fee subsidized by the State is terminated or expires, currently enrolled Credential Owners will be billed the Credential request fee for the remainder of the then current Order Term. The Record request fee is \$3.95. Electronic delivery of the Credential is included at no charge with each Credential request.

MEMBER SUBSCRIPTION: An annual subscription fee subsidized by the OSDE covers the transmission of unlimited Credentials for current students to Credential Recipients.

Member may select to make the Parchment Services available to Alumni or third-party Credential Requestors by checking the box below:

LEARNER PAY (Per Transaction): Credential Owners or that are not currently enrolled with Member (referred to as “Alumni”) or other third-party Credential Requestors will be billed a Credential Request fee of **\$3.95** per Credential-type other than Verifications, and **\$12.00** per enrollment verification or graduation verification Credential-types. Member may also elect that currently enrolled Credential Owners will be billed a Credential Request fee of **\$3.95** per Credential (all types) by selecting the appropriate option below. Electronic delivery of the Credential is included at no charge with each Credential request.

DISTRICT TRANSFER SERVICES SUBSCRIPTION: If checked, the Member Subscription above includes the unlimited electronic request of Student Transfer Files to validated requesting institutions.

2. **Credential-Types.** Please check the box for each credential type(s) that the District would like to be configured for district records management ordering and fulfillment during the initial implementation. (Additional supported credential types can be added at a future date if desired).

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Transcripts | <input type="checkbox"/> Academic Certificates | <input type="checkbox"/> Birth Certificates |
| <input type="checkbox"/> Replacement Diplomas | <input type="checkbox"/> Immunization Records | <input type="checkbox"/> Special Education Records |
| <input checked="" type="checkbox"/> Enrollment Verification Certificates | <input checked="" type="checkbox"/> Graduation Verification Certificates | |

3. **Payment Terms.** All payments under this Order Form are due from OSDE within forty-five (45) days of the date of the invoice sent by Parchment. Invoices are sent upon the execution of this Agreement, or as otherwise shown in this Order Form. In the event of termination under section 11.2 or 11.3 of this Agreement, Parchment shall issue a pro-rated refund for all subscription fees paid in advance for services not rendered.



4. **Participating Institutions.** Member's subscription covers requests of currently enrolled Credential Owners at the participating institutions in its district. Each participating institution shall complete Parchment's client data sheet prior to implementation and use of the Parchment Services.
5. **SURCHARGE.** Member can add a surcharge to each transcript as a method of cost recovery for some or all of Member's fees, or an auxiliary revenue source. Surcharge amounts are decided by Member and may be adjusted by them using the Parchment Send administrator interface. Parchment shall retain 20% of these surcharges actually collected by Parchment and remit to OSDE on a quarterly basis, no later than 15 days following the end of each calendar quarter provided that the amount due is more than \$500. If below \$500, the balance will be carried to the next quarter and paid when the amount exceeds the minimum.
 6. **PRINT SERVICES.** Parchment is an electronic credential delivery system. However, Credential Owners may elect to print and mail their Credentials at the time of request, subject to additional fees. The current print and mail additional fees are listed below.
 - \$2.75 for U.S. domestic paper delivery (including first class postage)
 - \$5.25 for international paper delivery (including first class postage)
7. **TRAINING AND PROFESSIONAL DEVELOPMENT SERVICES.** If and as selected on the Order Form, Member and Parchment agree that Parchment shall provide certain on-site training services to Member as described, and for the fees, set forth in this section.
 - 7.1 **Webinar Training.** Parchment will provide a customized webinar training for Member for up to thirty (30) participants per session. Parchment will coordinate one 30-minute prep call with Member's contact to schedule the webinar training. OSDE shall pay a one-time fee of **\$750** per 60 minute plus 30 minute Q&A webinar training. All fees are due within forty-five (45) days of receipt of Parchment's invoice by OSDE.
 - 7.2 **Onsite Training (1/2 day).** Parchment will provide a customized on-site training for Member for up to thirty (30) participants per session at the Member's location. Parchment will coordinate two 30-minute prep calls with Member's contact to schedule and prepare for the onsite training. OSDE will pay a one-time fee of **\$1,500** per onsite training. All fees are due within forty-five (45) days of receipt of Parchment's invoice by OSDE.
 - 7.3 **Onsite Training (Full Day).** Parchment will provide one full day of customized on-site professional development training sessions, for up to twelve (12) participants per session, and two (2) sessions, or a maximum of twenty-four (24) participants per day (the "Full Day Onsite Training"). OSDE will pay a one-time fee of **\$2,500** per onsite training (full day). All fees are due within forty-five (45) days of receipt of Parchment's invoice by OSDE.
8. **DESCRIPTION OF PARCHMENT SEND: K12 Multi-Credential and District Records Management.** The Parchment Services ordered and described herein shall enable Credential Owners to order and request delivery of Credentials from the Credential holding institution to Credential Recipients (referred to as "Parchment Send"). Parchment Send also provides a number of additional features and functions, including Credential retrieval and the delivery of Analytics. Subject to Member's compliance with this Agreement, Parchment will use commercially reasonable efforts to electronically deliver and/or to print and manually send Credentials to Credential Recipients. Member hereby designates Parchment as the Member's authorized provider in sending official copies of Credentials, on paper or electronically, to Credential Recipients, and agrees to provide such documents and certificates as Parchment reasonably requests, to confirm such authority to prospective Credential Recipients. The Parchment Services provides Member with several processing options, while providing a secure and intuitive online workflow for current students/alumni to request their credentials to be sent to any recipient worldwide. The Parchment Services provide full tracking, notifications, and reporting to both the Member's administrators and current students/alumni.



The Parchment Services shall be provided with the following features/functionality:

8.1 Fulfillment of receiver-initiated requests through the Document Request interface

8.2 eCommerce features to define surcharges to be collected on behalf of the Member, including:

- Support for different surcharges for current Students or Alumni
- Support for administrative control of transactions subject to a surcharge (i.e. all transactions or transactions after the first 'X' transactions)

8.3 Enhanced Credential upload options

8.4 Full transactional reporting

8.5 Administrative panel to manage the Member's account including:

- Grading Periods
- Approval Settings
- 'To Do List' Queues Settings

8.6 Student Rosters & Registration Codes

- As part of the implementation process, Members upload a Student Roster for the full student body (grades 9-12)
- Parchment auto-generates a unique PIN for each student
- Students (and parents) can use the PIN to register at a Parchment Site

8.7 Common App integration with the Common App online school forms to deliver transcripts electronically to Common App member colleges

8.8 If selected on the Member's Order Form, District Records Management utilizes the Parchment District processing workflow for all orderable documents centrally processed for Alumni and third-party Credential Requestors (third-party ordering).

9. **DESCRIPTION OF PARCHMENT DISTRICT TRANSFER SERVICES.** The Parchment District Transfer Services ordered and described herein allows school districts to subsidize the cost of sending Student Transfer Files to destination schools. A "**Student Transfer File**" is defined as the Credential of a previously enrolled student, which is requested by an academic institution. A validated requesting destination will not incur any fees when placing an order for a Student Transfer File from a K12 Sender with a District Transfer subscription. The Parchment District Transfer Services provide Member with the following functionality:

- Make a Student Transfer File available to requesters on the Member's storefront
- Provide verification service of schools and districts that register to request Student Transfer Files
- Allow verified transfer requesters to order the Student Transfer File at no cost
- Display Student Transfer File orders in licensee's To-Do list
- Enable electronic fulfillment of Student Transfer file requests



PARCHMENT NEW CLIENT DATA SHEET

Please complete the sections as thoroughly as possible. This form is required to assist us in accurately configuring your account on the Parchment Member Network and ensuring we support your specific implementation process.

Primary Contact

Parchment’s primary contact at the district / high school responsible for the Parchment Implementation and assisting us in communication and clarification throughout the implementation process.

Name _____ Title _____

Email _____ Phone _____

Roster & Transcript Upload

Responsible for working with Parchment’s Project Manager to Upload Student Roster(s) and Batch Upload Transcripts to support expediting the fulfillment process.

Name _____ Title _____

Email _____ Phone _____

Website Communication: Adding Parchment Link

Responsible for adding the necessary HTML links, communication and Parchment ordering button to your website that will go to your customized Parchment ordering page.

Name _____ Title _____

Email _____ Phone _____

Alumni Credentials Processing: District Contact

District Credentials contact responsible for processing Alumni Credentials Requests within Parchment.

Name _____ Title _____

Email _____ Phone _____

- District Process Alumni Requests earlier than the class of _____
- High School Process Alumni Requests for current students and alumni after the class of _____
- No Alumni Requests will be processed through Parchment

CONFIGURATION DETAILS

STUDENT INFORMATION SYSTEM

Name _____ Version _____

OPERATING SYSTEM

Name _____ Version _____

IMPLEMENTATION DATES

Begin Account Configuration _____ Upload Parchment Link _____

District Attend Training _____ High School Attend Training _____



HIGH SCHOOL DATA

High School Information

Name _____ CEEB Code _____
 Website _____ Enrollment (9-12) _____

Primary Contact

Responsible for initial Parchment communication and ongoing outreach at the high school level.

Name _____ Title _____
 Email _____ Phone _____

Primary Sender

Primary contact for approving and processing credential requests.

Name _____ Title _____
 Email _____ Phone _____

Backup Sender

Backup contact for approving and processing credential requests when the Primary Sender is unavailable / out of office.

Name _____ Title _____
 Email _____ Phone _____

There is not a limit to the number of contacts. Additional Parchment Users may be added by the Primary Sender after initial training. The High School is responsible for adding and deleting Users as necessary.

HIGH SCHOOL DATA

High School Information

Name _____ CEEB Code _____
 Website _____ Enrollment (9-12) _____

Primary Contact

Responsible for initial Parchment communication and ongoing outreach at the high school level.

Name _____ Title _____
 Email _____ Phone _____

Primary Sender

Primary contact for approving and processing credential requests.

Name _____ Title _____
 Email _____ Phone _____

Backup Sender

Backup contact for approving and processing credential requests when the Primary Sender is unavailable / out of office.

Name _____ Title _____
 Email _____ Phone _____

There is not a limit to the number of contacts. Additional Parchment Users may be added by the Primary Sender after initial training. The High School is responsible for adding and deleting Users as necessary.

Additional Copies of this sheet may be included to ensure Parchment receives all High School(s) Contact Information



EXHIBIT B TERMS & CONDITIONS

Parchment Inc. and the State of Oklahoma by and through Office of Management and Enterprise Services (“State”) on behalf of the Oklahoma State Department of Education (“OSDE”) hereby agree to be bound by these Terms and Conditions as of the Parchment Send Effective Date, as attached and incorporated into the Order Form for the Parchment Services. The communications between Member set forth on the applicable Order Form, and Parchment Inc. (“**Parchment**”) relating to the Parchment Services may include electronic means. Each of Member and Parchment may be referred to as a “**Party**” and collectively as the “**Parties**”.

1 DEFINITIONS.

1.1 “Agreement” has the meaning set forth on the Order Form.

1.2 “Authorized User” means any Member, which means (“State Entity” and “Interlocal Entity”) as defined in the Solicitation, employee or contractor or such other individual as may be authorized by virtue of such individual’s relationship to, or permissions from, Member, to access the Parchment Services pursuant to Member’s rights under this Agreement. Credential Owners will not be considered Authorized Users except as otherwise set forth herein.

1.3 “Confidential Information” means any non-public material or information relating to a Party which it discloses or makes available to the other Party under this Agreement and is marked as “Confidential” or “Proprietary,” subject to Section 7 herein.

1.4 “Credential” means a licensed transcript, diploma, certificate, or other academic credential of a Credential Owner.

1.5 “Credential Issuer” means the institution that issues, certifies, Awards, and/or maintains the Credential of a Credential Owner.

1.6 “Credential Owner” means an individual who has registered for the Parchment Services and uses the Parchment Site for the management of his or her Credential. Credential Owners may be provided access to the Parchment Services by their Credential Issuer.

1.7 “Credential Recipient” means an institution or an individual that receives (or is awarded) a Credential through the Parchment Services (for example, a college or employer or Credential Owner).

1.8 “Credential Requestor” means an authorized third party individual or institution that uses the Parchment Services to request electronic delivery and fulfillment of a Credential.

1.9 “De-Identified Data” means data for which the personally identifying information (e.g. name, email address, postal address) has been removed, and may include aggregated data, or statistics.

1.10 “Documentation” means Parchment’s standard user manuals and/or related documentation generally made available to members of the Parchment Services purchased.

1.11 “Parchment Send Effective Date” has the meaning set forth on the Order Form.

1.12 “Intellectual Property Rights” means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights and trade

dress; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

1.13 “Member Data” means the data, information and content provided by Member and/or Authorized Users through the Parchment Services, including Credentials, but excluding De-Identified Data and Transactional Data.

1.14 “Order Form” means Parchment’s standard Parchment Services order form, executed by both Parties, which incorporates by reference the Services Description and Fees Schedule (attached to the Order Form as Exhibit A), these Terms and Conditions (attached to the Order Form as Exhibit B), and the Service Level Agreement (attached to the Order Form as Exhibit C).

1.15 “Parchment Send Effective Date” has the meaning set forth on the Order Form.

1.16 “Parchment Services” means Parchment’s digital credential services, as identified in a mutually executed Order Form or amendment to this Agreement, which enable Credential Owners and/or Authorized Users to access certain features and functions of Parchment’s credential exchange and analytics platform as selected on the Order Form and described on Exhibit A to such Order Form. References to any Parchment Services include the Documentation. The Parchment Services may include Parchment Receive Premium, Receive Connector, and Parchment Analyze, as selected on the Order Form.

1.17 “Parchment Site” means any of the websites located at <http://parchment.com> and any other URLs owned or operated by Parchment and designated by Parchment for use by Credential Owners as part of the Parchment Services.

1.18 “Professional Services” means any implementation, set-up, integration, training, custom development or other professional services provided to Member by Parchment.

1.19 “Request” (whether or not such term is capitalized) means to digitally request the issuance and transmission of one Credential electronically to one Credential Recipient.

1.20 “Services” means the Parchment Services combined with the Professional Services.

1.21 “Terms and Conditions” means all the provisions, terms and conditions set forth in these Terms and Conditions and incorporated into each Order Form.

1.22 “Term” shall have the meaning set forth in Section 11.1.

1.23 “Transactional Data” means any non-personally identifiable data or information generated from Authorized Users’ or Credential Owners’ use of the Parchment Services, which may include, without limitation, the number of Credential Owners applying or requesting their Credentials be sent to a particular Credential Recipient, information provided to Parchment during registration, such as login details and test scores, and order history.

2 PARCHMENT SERVICES; ORDERS AND USE.

2.1 Orders and Provision of Access. Subject to this Agreement, Parchment grants to Member a non-exclusive, non-transferable right to permit Authorized Users to access the features and functions of the applicable Parchment Services ordered pursuant to an Order Form, subject to any restrictions set forth therein, solely for admissions and enrollment purposes and no other purpose. As soon as reasonably practicable after the Parchment Send Effective Date, Parchment will provide to Member the necessary access protocols to allow Member and its Authorized Users to access the Parchment Services.

2.2 Multiple Institutions. Subject to payment of applicable fees and as indicated on the Order Form, Member can make the Parchment Services available to any of its participating institutions, divisions, or locations, if applicable. Each such participating institution may be referred to herein as an **“Institution”** and any reference to Member will include such institutions, divisions, or locations and Member will be responsible for the acts and omissions of its Institutions and any act or omission by an Institution which, if undertaken by Member, would constitute a breach of this Agreement, will be deemed a breach of this Agreement by Member.

2.3 Usage Restrictions.

2.3.1 Member and its Authorized Users will not: (a) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Parchment Services are compiled or interpreted, and Member acknowledges that nothing in this Agreement will be construed to grant Member any right to obtain or use such code; (b) create any derivative product from any of the Parchment Services; or (c) allow third parties other than Authorized Users to gain access to the Parchment Services, with the understanding that Member will not be in breach of the foregoing restriction by using the Parchment Services to authorize, enable and permit Credential Owners who attend one of its Institution(s) to access the Parchment Services.

2.3.2 Member will use the Parchment Services only as contemplated by this Agreement and will not, nor will Member authorize any Authorized User, Credential Owner or other third party to, use the Parchment Services to: (a) send any form of duplicative and unsolicited messages; (b) harvest, collect, gather or assemble information or data regarding other users without their consent; (c) transmit through or post on the Parchment Services any unlawful, immoral, libelous, tortious, infringing, defamatory, threatening, vulgar, or obscene material or material harmful to minors; (d) knowingly transmit material containing software viruses or other harmful or deleterious computer code, files, scripts, agents, or programs; (e) interfere with or disrupt the integrity or performance of the Parchment Services or the data contained therein; or (f) attempt to gain unauthorized access to the Parchment Services, computer systems or networks related to the Parchment Services.

2.4 Conditions on Use by Authorized Users and Credential Owners. Parchment may condition Credential Owners’ or Authorized Users’ (if using the Parchment Services on their own behalf and not on behalf of the Member) use of the Parchment Services, including the Parchment Site, on their acceptance of and compliance with the Parchment’s then-current terms of service, including the payment of any applicable fees. Any Credential Owner affiliated with the Member or an Institution may access the Parchment Site, subject to this [Section 2.4](#).

3 MEMBER RIGHTS AND OBLIGATIONS.

3.1 Authorized User Access to Service; Usernames. Member may permit Authorized Users to access and use the features and functions of the Parchment Services in accordance with this Agreement. Member will: (a) provide to Parchment information and other assistance as necessary to enable Parchment to establish usernames to be used by Authorized Users; (b) be responsible for maintaining the confidentiality of all Authorized Users’ usernames and passwords; (c) not to allow a third party to use its account, usernames or passwords at any time; and (d) notify Parchment promptly of any actual or suspected security breach. Parchment reserves the right to terminate any username and password that Parchment reasonably determines may be suspect. Parchment will not be responsible for acts and omissions of Authorized Users.

3.2 Member Obligations. Member is solely responsible for (a) the accuracy of any Member-provided means of authenticating Credential Owners using the Parchment Services; (b) the options it selects as part of the Parchment Services; (c) completeness, accuracy, and timely delivery of all Credentials to Parchment; (d) compliance with the Member’s regulations related to the transmission, issuance, and Award of Credentials, including the accuracy, completeness, of the Credentials; (e) operation of Member’s computer and communication systems. Additionally, Member will (i) inform Credential Owners and Authorized Users about the use and benefits of the Parchment Services, (ii) schedule appropriate staff training on how to use the Parchment Services (iii) provide any required or requested data (e.g., roster of Credential Owners, bulk uploads, course catalog data) necessary for the full functioning of the Parchment Services; (iv) monitor and promptly respond to any requests for Credentials; and (v) periodically update Credentials for use in the Parchment Services.

3.3 Requirement to Provide Member Data to Parchment. Certain Member Data may be required for the proper operation of the Parchment Services. Member will make available in a timely manner at no charge to Parchment all Member Data required by Parchment for the performance of its obligations under this Agreement (if any). Member will be responsible for and assumes the risk, responsibility and expense of: (a) any problems resulting from, the accuracy, quality, integrity, legality, reliability, and appropriateness of all such Member Data; and (b) acquiring, installing and maintaining all connectivity equipment, hardware, software and other equipment as may be necessary for it and its Authorized Users to connect to, access, and use the Parchment Services. Member acknowledges and agrees that it is the legal custodian of the Credentials and that Parchment will send or Award the Credential as provided to Parchment by Member. Accordingly, Parchment is not responsible for any inaccuracies in the Member Data or Credential provided to Parchment.

3.4 Legal and Regulatory Compliance. Member agrees to comply with all applicable Oklahoma jurisdictional federal, state, county, and municipal, statutes, laws, ordinances, and regulations in its acts and omissions relating to this Agreement, including without limitation the Family Education Rights and Privacy Act and the Protection of Pupil Rights Act. Member acknowledges that it has selected to accept electronic signature via the Parchment Services as a valid method of consent to disclose Credentials pursuant to FERPA.

4 PARCHMENT RIGHTS AND OBLIGATIONS.

4.1 Technical Assistance. Parchment provides certain limited support services as part of the Parchment Services. Member can designate up to two (2) Authorized Users to receive technical assistance from Parchment ("**Eligible Support Recipients**"). Such designees may be changed at any time by written notice to Parchment. Parchment will also use reasonable efforts to provide support to Credential Owners in accordance with Parchment's then-current support policies. Except as set forth above, Member will be solely responsible for the support of all Authorized User and Credential Owners accessing the Parchment Services. Subject to this Agreement including the payment of the applicable fees, Parchment will provide technical assistance to Member during Parchment's ordinary and customary business hours in accordance with its standard policies and procedures, with the understanding that such policies do not provide for any on-site support. To the extent the Parties agree that Parchment will provide on-site technical assistance, OSDE will be obligated to pay the fee to Parchment set forth in the pricing proposal.

4.2 Training. Parchment may, in its sole discretion, offer access to web-based classes and self-directed online training modules on the use of the Parchment Services. Member may request for Parchment to provide training services related to Member's use of the Parchment Services. Until the Member has ordered training services pursuant to a statement of work or separate agreement, Parchment will have no obligation to provide training services to Member other than as indicated above.

4.3 Communication with Users. As part of the provision of the Parchment Services under this Agreement, Member agrees that Parchment may communicate with Authorized Users and Credential Owners from time-to-time as may be necessary for the provision of the Parchment Services, in Parchment's reasonable discretion. Upon a Credential Owner registering on the Parchment Site, Parchment may communicate with such Credential Owner to the extent permitted under such relationship.

4.4 Continuous Development. The Parties acknowledge and agree that Parchment may continually develop, deliver and provide to Member ongoing innovation to the Parchment Services in the form of new features, functionality, capabilities and services. Accordingly, Parchment reserves the right to modify the Parchment Services from time to time. Some modifications will be provided to Member at no additional charge. In the event that Parchment adds additional functionality to the Parchment Services, Parchment may condition the implementation of such modifications on OSDE's payment of additional fees, and Member will not be entitled to such new functionality unless OSDE pays such fees, provided that Member may continue to use the version of the Parchment Services that Parchment makes generally available (without such features) without paying additional

fees. If any modification materially and adversely affects the functionality of the Parchment Services, Member may provide written notice to Parchment within thirty (30) days of such change and, if Parchment is unable to provide substantially the same functionality to Member in the Parchment Services within thirty (30) days of Parchment receiving such notice, Member may terminate the applicable Order Form. In the event of termination for the reason set forth above, Parchment shall issue a pro-rated refund for all fees paid in advance to OSDE.

4.5 Parchment Obligations; Legal and Regulatory Compliance. Parchment will: (a) provide the Services in material accordance with the Order Form, Documentation and Exhibit A; (b) implement and maintain backup, security and business continuity measures, in accordance with industry practices unless provided for in Attachment B Hosting Agreement, in order to maintain the security and integrity of the Parchment Services and Member Data; provided, however, that Parchment will have no obligation to backup Credentials and other data and materials that are within the control of Member or any other Authorized User or Credential Owner; and (c) comply with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Agreement, as amended from time to time, including the Family Educational Rights and Privacy Act and the Protection of Pupil Rights Act.

5 PROPRIETARY RIGHTS.

5.1 Member Data. As between Parchment and Member, Member owns all right, title, and interest in and to the underlying Member Data. Subject to the terms of this Section 5, such Member Data shall be deemed to be the Member's Confidential Information and Parchment agrees to hold confidential (in accordance with state laws, federal laws and specifically as provided for under FERPA) all Member Data it receives, and will not read the contents of any such Credentials in the Parchment Services, except as necessary to process the transaction through the Parchment Services or store the data as part of Services or in the ordinary course of its business. Parchment shall restrict access to Member Data to Member's employees and agents as necessary to perform the Services, and to Parchment and its employees with a need to know (and advise such employees of the confidentiality and non-disclosure obligations assumed herein). Parchment will protect the Member Data from unauthorized dissemination and use with the same degree of care that it uses to protect its own Confidential Information and, in any event, will use no less than a reasonable degree of care in protecting Member Data. Parchment shall promptly notify the State and OSDE upon receipt of any requests from unauthorized third parties which in any way might reasonably require access to Member Data or Member's use of the Services. Parchment shall notify the Member at the contact set forth herein set forth on the Order Form by the fastest means available and also in writing. In no event shall Parchment provide such notification more than 24 hours after Parchment receives the request. Except to the extent required by law, Parchment shall not respond to subpoenas, service or process, FOIA requests, and other legal request related to Member without first notifying the Member; provided that Parchment's compliance with the foregoing is subject to applicable law and the parties acknowledge that Parchment will respond to subpoenas, service or process,

FOIA requests and other legal requests as required by applicable law. The parties agree and understand that Parchment does not verify any Member Data or the contents of any Credentials as complete or accurate, nor does it provide verification of status or any other item. The parties further agree and understand that Parchment shall not modify the Member Data or Credentials provided to it for purposes of processing transactions through the Parchment Services, unless otherwise specified and agreed upon by Member and Parchment. The Parchment Services are limited to the description provided herein and in related Documentation. Notwithstanding the above, once Credentials are lawfully transmitted to a third party, the third party's, and those acting on behalf of the third party's, use of those Credentials is not governed by this Agreement.

5.2 Transactional Data. Parchment may utilize data capture, syndication, and analysis tools, and other similar tools, to extract, compile, synthesize, and analyze Transactional Data. Transactional Data relies solely on data regarding the transaction of registering or transmitting the Credential through the Parchment Services, and does not include any data from the Credential itself. To the extent that any Transactional Data is generated through the Parchment Services and collected by Parchment, such Transactional Data will be solely owned by Parchment and may be used by Parchment for any lawful purpose, provided that the Transactional Data is used only in de-identified form and in a manner that does not permit the identification of any Credential Owner. Parchment agrees to comply with applicable privacy and other laws and regulations respecting the dissemination and use of such Transactional Data.

5.3 De-Identified Data. Parchment may create De-Identified Data from Member Data. Parchment may create De-Identified Data from any data it collects or receives in connection with the Parchment Services. Parchment may use and disclose such De-Identified Data for any lawful purpose, provided that it is used in such a manner that does not permit the identification of any Credential Owner.

5.4 Intellectual Property Rights in Parchment Services. Member acknowledges that Parchment and its licensors own all Intellectual Property Rights in and to the Services (including all components thereof) and all developments, inventions, technology or materials provided under this Agreement. Parchment reserves all rights not expressly granted to Member in this Agreement. Member will not engage in any act or omission that would impair Parchment's and/or its licensors' Intellectual Property Rights in the Services, and any other materials, information, processes or subject matter proprietary to Parchment. Member further acknowledges that Parchment retains the right to use the foregoing for any purpose in Parchment's sole discretion.

5.5 Feedback. From time to time, Member and its Authorized Users may provide suggestions, enhancement requests, recommendations or other feedback relating to the operation or functionality of the Services ("**Feedback**"). Member will have no obligation to provide Feedback. Member hereby grants Parchment, and Parchment will have, a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use, disclose, reproduce, license or otherwise distribute and exploit any Feedback as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

5.6 Analytics. As part of certain Parchment Services, Parchment may provide Member with access to certain analytics and benchmarking data, which may include Transactional Data or De-Identified Data, each as defined above, and derivative works thereof, and other standard and/or customized reports prepared by Parchment for Member (all such reports, analytics, data, content and information, to be referred to as the "**Analytics**"). As between Member and Parchment, Parchment retains all right, title and interest in and to the Analytics, including all Intellectual Property Rights therein, except for any underlying Member Data therein. To the extent Parchment provides Member with access to any Analytics, Parchment grants Member a limited, non-exclusive, non-transferable license, subject to this Agreement, to use and reproduce the Analytics solely for Member's internal business use and for no other purpose. Member acknowledges that the Analytics are the Confidential Information of Parchment (and thus subject to the obligations in Section 7) and contain valuable trade secrets and other intellectual property of Parchment and its licensors. Member agrees that it will not, and will not permit any third party to: (a) reproduce (except as expressly permitted herein), modify, translate, or create any derivative work of all or any portion of the Analytics; (b) sell, rent, lease, distribute, sublicense, disclose, assign, transfer, or otherwise make available to any third party all or any portion of the Analytics; (c) make the Analytics available for access by anyone over a network or use the Analytics on a service bureau or time sharing basis; or (d) use the Analytics in any way to create products or services similar to or competitive with the Parchment Services. The foregoing restrictions in this Section 5.6 will not limit how Member can use the Member Data to the extent it is not included in the Analytics.

6 FEES AND PAYMENTS.

6.1 Fees Payable. All fees are listed and payable in United States dollars. Parchment will submit invoices to OSDE for fees in accordance with the relevant payment schedules indicated on the applicable Order Form, and each invoiced amount will be due and payable by OSDE within forty-five (45) days of receipt of the relevant and proper invoice.

6.2 Disputed Charges. OSDE must notify Parchment in writing of any dispute or disagreement with invoiced charges within ninety (90) days after the date of invoice. Absent such notice, OSDE will be deemed to have agreed to the charges as invoiced after the expiration of such time period.

6.3 Late Payments; Interest. Parchment reserves the right to charge, and OSDE agrees to pay, a late charge equal to one and one-half percent (1½%) per month or the maximum rate permitted by applicable law, whichever is less, on any amount that is not the subject of a good faith dispute that is unpaid on the due date, and on any other outstanding balance.

7 CONFIDENTIALITY. During this Agreement, each Party will have access to certain Confidential Information of the other Party. Parchment shall clearly mark any such information as confidential. ("Confidential Information"). Member is a state agency and subject to the Oklahoma Open Records Act and Parchment acknowledges information marked Confidential Information will be disclosed to the extent permitted under Member's Open Records Act and in accordance with this section. Member will not use Parchment's Confidential Information for purposes other than those necessary to directly further the purposes of the Agreement. Each Party agrees: (a) not to disclose the

Confidential Information of the other Party to anyone except its employees, contractors and advisors ("Representatives") on a strict need to know basis, (b) to use the Confidential Information strictly for the performance or receipt of this Agreement and (c) to use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a commercially reasonable efforts to protect the confidentiality of the other Party's Confidential Information. This Section will not apply to Confidential Information that (i) is or becomes publicly available through no fault of the recipient, (ii) is already in the recipient's possession at the time of its disclosure without any duty of confidence, or (iii) is independently developed by the recipient without reference to or use of the disclosing party's Confidential Information and by personnel without access to such Confidential Information. Each Party may disclose Confidential Information, subject to the aforementioned and Section 5.1 Member Data herein, to the extent required: (1) by securities laws, (2) to comply with a court or governmental order, or to comply with applicable law or (3) to establish or preserve a Party's rights under this Agreement. Each Party will be responsible for the acts and omissions of its Representatives related to any breach of this Section.

8 WARRANTIES.

8.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party that the execution and performance of this Agreement does not and will not violate any other contract, obligation, or instrument to which it is a party, or which is binding upon it, including terms relating to covenants not to compete and confidentiality obligations.

8.2 Parchment Warranties. Parchment represents and warrants that it will provide the Services in a professional and workmanlike manner substantially consistent with general industry standards.

8.3 FERPA Warranty. Parchment will comply with the regulations of FERPA which are applicable to Parchment. NOTWITHSTANDING ANYTHING ELSE SET FORTH HEREIN, PARCHMENT WILL NOT BE RESPONSIBLE FOR VIOLATIONS OF FERPA RELATED TO MEMBER'S PROCESSES NOT RELATED TO THE SERVICES.

8.4 Member Warranties. Member hereby represents and warrants that it owns or otherwise has sufficient rights and all necessary consents to grant Parchment access to and use and display of the Member Data in accordance with this Agreement, and that its collection and provision of such Member Data complies with all applicable laws and does not violate any person's right of privacy or publicity.

8.5 No Other Warranties. EXCEPT AS EXPRESSLY WARRANTED IN THIS AGREEMENT, PARCHMENT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, NON-INTERFERENCE, VALUE OR ACCURACY OF DATA, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, SYSTEM INTEGRATION, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY PARCHMENT ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. PARCHMENT DOES NOT WARRANT THAT THE PARCHMENT SERVICES OR ANY OTHER INFORMATION, MATERIALS, TECHNOLOGY OR

SERVICES PROVIDED UNDER THIS AGREEMENT WILL MEET MEMBER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. MEMBER ACKNOWLEDGES THAT PARCHMENT'S OBLIGATIONS UNDER THIS AGREEMENT ARE FOR THE BENEFIT OF MEMBER ONLY.

8.6 Delays. PARCHMENT'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. PARCHMENT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS THAT DO NOT ARISE FROM THE NEGLIGENT ACTS OR OMISSIONS OF PARCHMENT, AND SUBJECT TO SECTION 12.1 FORCE MAJEURE HEREIN.

9 LIMITATION OF LIABILITY.

9.1 LIMITATIONS OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, OR FOR LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW THE CUMULATIVE LIABILITY OF PARCHMENT TO MEMBER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAYABLE TO PARCHMENT BY OSDE FOR THE CURRENT TERM. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT, THE FOREGOING PROVISIONS OF THIS SECTION SHALL NOT APPLY TO OR LIMIT DAMAGES, EXPENSES, COSTS, ACTIONS, CLAIMS AND LIABILITIES ARISING FROM OR RELATED TO PROPERTY DAMAGE, BODILY INJURY OR DEATH CAUSED BY PARCHMENT; THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 OF THIS AGREEMENT, PARCHMENT'S CONFIDENTIALITY OBLIGATIONS SET FORTH IN THIS CONTRACT; THE BAD FAITH, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF PARCHMENT OR ITS EMPLOYEES AGENTS AND SUBCONTRACTORS; OR OTHER ACTS FOR WHICH APPLICABLE LAW DOES NOT ALLOW EXEMPTION FROM LIABILITY; AND PARCHMENT'S TOTAL LIABILITY AS IT RELATES ONLY TO THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THE ATTACHED HOSTING AGREEMENT AS WELL AS PARCHMENT'S DATA SECURITY AND BREACH NOTIFICATION OBLIGATIONS SET FORTH IN THE

CONTRACT, SHALL NOT EXCEED THE GREATER OF THREE MILLION DOLLARS (\$3,000,000) OR THE AMOUNT OF INSURANCE PROCEEDS PAID UNDER PARCHMENT'S INSURANCE POLICY.

9.2 Essential Basis. The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including the economic terms, would be substantially different.

10 Indemnification Obligations of Parchment.

Parchment will defend at its expense any suit brought against the State of Oklahoma and/or any Member by a third party alleging: (a) that the Parchment Services misappropriate any Intellectual Property Rights of a third party; (b) Parchment's breach of Section 8.3; or (c) Parchment's gross negligence or willful misconduct in handling the Credentials, and will pay all related costs, damages, and attorneys' fees incurred by, or assessed to, the State, OSDE, and/or any Member, provided the State (i) promptly notifies Parchment in writing of the claim and (ii) to the extent authorized by the Attorney General of the State, allows Parchment to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Parchment, Parchment shall be granted authorization to equally participate in any proceeding related to this section but Parchment shall remain responsible to indemnify the State and/or any Member for all associated costs, damages and fees incurred by or assessed to the State. If any portion of the Parchment Services becomes, or in Parchment's opinion is likely to become, the subject of a claim of infringement, Parchment shall, in the following order: (i) procure for Member the right to continue using the Parchment Services; (ii) replace the Parchment Services with non-infringing services which do not materially reduce the functionality of the Services; (iii) modify the Parchment Services so that it becomes non-infringing; or (iv) terminate the Parchment Services and refund any fees actually paid by Member to Parchment for the remainder of the Term then in effect, and upon such termination, Member will immediately cease all use of the Services. Notwithstanding the foregoing, Parchment will have no obligation under this Section 10 or otherwise with respect to any claim based upon (1) any use of the Services in combination with other products, equipment, services or content not supplied by Parchment and combination results in infringement; (2) any modification of the Services by any person other than Parchment or its authorized agents that results in infringement; or (3) Member Data provided to Parchment. THIS SECTION STATES MEMBER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT CLAIMS AND ACTIONS. Parchment's obligations as set forth above are expressly conditioned upon each of the following: (A) Member promptly notifying Parchment in writing of any threatened or actual claim or suit; (B) and Member cooperating with Parchment to facilitate the settlement or defense of any claim or suit.

11 TERM AND TERMINATION.

11.1 Term. This Agreement is effective as of the Parchment Send Effective Date identified on page one in Addendum 1. The Term of this Agreement will commence on the Parchment Send Effective Date and will continue for as long as the Initial Order Term indicated on the Order Form, not to exceed twelve (12) months.

11.2 Termination for Breach. Either Member or Parchment may terminate this Agreement immediately upon written notice in the event that the other Party materially breaches this Agreement and thereafter: (a) in the case of material breach resulting from non-payment of amounts due hereunder, has failed to pay such amounts within ten (10) days after receiving written notice thereof; or (b) has failed to cure any other material breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the terminating Party) within thirty (30) days after receiving written notice thereof. For the avoidance of doubt, termination of this Agreement as set forth in this section shall not terminate the Contract between Parchment and the State of Oklahoma and neither shall Member have any right to terminate the Contract between the State of Oklahoma and Parchment.

11.3 Termination upon Bankruptcy, Insolvency or Lack of Funding. Either Party may, at its option, terminate this Agreement immediately upon written notice to the other Party, in the event (a) that the other Party becomes insolvent or unable to pay its debts when due; (b) the other Party files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against, such petition is not removed within ninety (90) days after such filing; (c) the other Party discontinues its business; (d) a receiver is appointed or there is an assignment for the benefit of such other Party's creditors; or (e) if the Member or the Member's sponsor is a state or federal agency or institution, the funding for this Agreement is not provided to Member or the Member's sponsor by the legislature of the applicable state or federal government.

11.4 Suspension of Service. If OSDE fails to pay undisputed amounts in accordance with this Agreement or, if and as necessary to protect the Member Data and/or Credentials in the event of a threat to the security of the Parchment Service(s), Parchment will have the right, in addition to any of its other rights or remedies, to immediately suspend the provision of the Services (including access to the Parchment Services and/or Parchment Site) to Member and/or its Credential Owners, without liability to Member until such amounts are paid in full or such breach is cured (in Parchment's sole discretion), as applicable. OSDE shall not be responsible for payment of services during times of suspension.

11.5 Accrued Obligations. Termination of this Agreement will not release the Parties from any liability which, at the time of termination, has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in this Agreement to survive termination. Notwithstanding the foregoing, the Party terminating this Agreement as permitted by any provision in this Section 11 will incur no additional liability merely by virtue of such termination made in good faith.

11.6 Effect of Termination. Upon any expiration or termination of this Agreement, Member will immediately discontinue all use of the Parchment Services and OSDE will pay all amounts due and payable hereunder. Each Party will promptly delete or destroy any Confidential Information of the other Party, including all copies thereof, except that Parchment may retain the Member Data: (a) as required by law; (b) for up to thirty (30) days after the effective date of termination.

11.7 Survival of Obligations. The provisions of Sections 2.5, 3.4, 5, 7 through 10, 11.6 through 11.7, and 12, and OSDE's obligations to pay any amounts due and outstanding

hereunder, will survive termination or expiration of this Agreement.

12 MISCELLANEOUS.

12.1 Force Majeure. Either Party will be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of God, fire, strike, embargo, terrorist attack, war, insurrection or riot or other causes beyond the reasonable control of that Party provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance to shorten duration of the event. Any delay resulting from any of such causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances. In the event that a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable. Subject to the conditions set forth above, such non-performance shall not be deemed a default. However, a Member may terminate a purchase order if Parchment cannot cause delivery of Products or Services in a timely manner to meet the business needs of the Member.

Non-suspended Obligations: Notwithstanding the foregoing or any other provisions in the Agreement, (1) in no event will any of the following be considered a force majeure event: (a) shutdowns, disruptions or malfunctions in Parchment's systems or any of Parchment's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Parchment's systems; or (b) the delay or failure of Parchment or subcontractor personnel to perform any obligation of Parchment hereunder unless such delay or failure to perform is itself by reason of a force majeure event; and (2) no force majeure event modifies or excuses Parchment's confidentiality, indemnification or data security and breach notification obligations set forth herein and in Attachment B Hosting Agreement.

12.2 Notices. Member (a) consents to receive communications from Parchment in electronic form, whether via email, posting updates on the Parchment Site, or by other reasonable means. All notices required under these Terms and Conditions will be in writing, delivered personally, or by nationally recognized overnight courier (e.g., FedEx) at the Parties' respective addresses set forth on the Order Form (with notices to Parchment sent to the attention of the General Counsel). All notices will be deemed effective upon personal delivery, or when received if sent by overnight courier.

12.3 Assignment. Neither Party will assign its rights or delegate its obligations under this Agreement without the other Party's prior written consent, and, absent such consent, any purported assignment or delegation will be null, void and of no effect. However, either Party may, without the written

consent of the other Party, assign this Agreement and its rights and obligations hereunder in connection with the transfer or sale of all or substantially all of its business related to this Agreement, or in the event of a merger, consolidation, change in control or similar transaction. This Agreement will be binding upon and inure to the benefit of Parchment and Member and their successors and permitted assigns. This section is to be read in conjunction with, and subject to, Section A.32 Assignment in the Solicitation.

12.4 Independent Contractors. Member and Parchment acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing this Agreement.

12.5 Amendment. No amendment to this Agreement will be valid unless such amendment is made in writing and is signed by the authorized representatives of Parchment and the State.

12.6 Waiver. No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the State or Parchment granting such waiver in any other respect or at any other time. Any delay or forbearance by either the State or Parchment in exercising any right hereunder will not be deemed a waiver of that right.

12.7 Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

12.8 No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

12.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

12.10 Construction. Unless otherwise specified herein: (a) the word "including" means "including but not limited to"; and (b) any reference to days will mean calendar days. All headings are for convenience only.

12.12 Intentionally omitted

12.13 Intentionally omitted

[End of Terms]

EXHIBIT C
SERVICE LEVEL AGREEMENT

1. Parchment will use commercially reasonable efforts, commensurate with the severity of the error, to correct any malfunction, defect, or non-conformity in the operation of the Parchment Services to substantially perform in accordance with the Documentation. Member will be responsible for conducting adequate research with respect to a defect or related issue prior to contacting Parchment for assistance. Member is obligated to respond promptly to all reasonable Parchment requests for pertinent information, documentation, technical and other assistance to assist Parchment with problem resolution. A reported issue will be logged and tracked by Parchment, and assigned a unique identifier that can be used by Member to refer to the reported issue, and will remain open until the issue is resolved. Reported issues will be assigned a severity level that is mutually agreed upon by Member and Parchment.
2. Parchment will employ commercially reasonable efforts to correct, or address with an action plan, issues reported by Member as follows:
 - a. Severity 1: Within four (4) business hours of receipt of the reported issue or its detection by Parchment. Level 1 is defined as a condition in which all or a critical function within the Parchment Services is unavailable to Member.
 - b. Severity 2: Within two (2) business days of receipt of the reported error. Level 2 is defined as a condition in which the Parchment Services is not fully performing, but is still able to operate at a reduced capacity.
 - c. Severity 3: Within five (5) business days of receipt of the reported error. Severity 3 is defined as a condition where the Member is experiencing a non-critical loss of function.
3. System Enhancements and Functionality Improvements.
 - a. Parchment will respond to requests for enhancements or upgraded workflow functionality within thirty (30) business days. The response will include a valuation of the request and whether it was an item for inclusion within the product roadmap or would be considered a client specific customization. Enhancements and improvements cover a desire to change either the look and feel or workflow of a feature or function within the Parchment Services. Any enhancements, modifications or improvements to the Parchment Services will be considered part of the Parchment Services.
 - b. Parchment may perform maintenance to the Parchment Services during its preexisting maintenance schedule (currently 12 p.m. to 4 p.m. Pacific Time on Saturdays) as necessary for the proper operation of the Parchment Services. During these periods, the Parchment Services may be unavailable to Member. Parchment will notify Member at least two (2) business days in advance of any planned maintenance. Parchment may change planned maintenance windows at its sole discretion and will notify Member of any such changes that affect previously notified plans, provided such maintenance is done during low-volume times. Parchment will also post notifications on both the Parchment Services and Parchment Site notifying interested parties of any planned service outages.
4. Parchment will use reasonable commercial efforts to make the Parchment Services available ninety-nine and one-half percent (99.5%) of the time, measured monthly, exclusive of planned maintenance and any of the following events that will not be considered downtime for the purposes of such measurement:
 - a. Any outage lasting less than five (5) minutes;
 - b. Any outage determined to be a result of Member's breach of the Agreement or other acts or omissions of Member;
 - c. Any outage determined to be a result of a failure of outside services or equipment not within the control of Parchment, including Member's hardware and software; or
 - d. Any outage determined to be beyond the reasonable control of Parchment, its subcontractors and/or business partners, including a force majeure event.
5. Member is responsible for (i) maintenance and management of its computer network(s), servers, software, and any equipment or services related to maintenance and management of the foregoing; and (ii) correctly configuring its systems in accordance with the Documentation. Member will promptly notify Parchment in the event any downtime occurs. Downtime will be deemed to begin when Parchment receives accurate notification thereof from Member, or when Parchment first becomes aware of such downtime, whichever first occurs. The obligations of Parchment set forth in this Exhibit C will be excused to the extent any failures to meet such obligations result in whole or in part from Member's failure(s) to meet the foregoing requirements.
6. Parchment will use reasonable commercial efforts to respond to any email inquiries through the Parchment Site by Credential Owners within two (2) business days.
7. Member's sole and exclusive remedy, and Parchment's sole and exclusive liability, for Parchment's breach of this Exhibit C will be the following credits. If Parchment fails to meet the service level in Section 4 in any month for a specific Parchment Services, Parchment will credit to Member one percent (1%) of the monthly subscription fee paid by Member (i.e., the prorated annual subscription fee) for such Parchment Services for each cumulative hour, or portion thereof, of unavailability of such Parchment Services in that month, up to a maximum of fifty percent (50%) of the prorated monthly subscription fee paid by Member. In the event Member has not elected to pay a subscription fee to Parchment hereunder, as Member's sole and exclusive remedy under this Section 7, Parchment will credit to Member one percent (1%) of the net amount of surcharges (if any) added to each Credential request by Member for such Parchment Services for each cumulative hour, or portion thereof, of unavailability of such Parchment Services in that month, up to a maximum of fifty percent (50%) of the net amount of surcharges added to each Credential request by Member.

Signature Certificate

Reference number: I2SDA-AM4GJ-OZFU7-UIWKU

Signer	Timestamp	Signature
Rick Smith Email: legal@parchment.com Sent: 07 Jul 2022 17:53:00 UTC Viewed: 07 Jul 2022 17:54:51 UTC Signed: 07 Jul 2022 17:55:06 UTC		
Recipient Verification: ✓Email verified	07 Jul 2022 17:54:51 UTC	IP address: 174.72.96.116 Location: Scottsdale, United States

Document completed by all parties on:
07 Jul 2022 17:55:06 UTC

Page 1 of 1



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SAPULPA PUBLIC SCHOOLS

511 E Lee
Sapulpa, OK 74066-4633
918-224-3400
FAX 918-216-1006

Robert Armstrong
Superintendent

August 8, 2022

To Whom it May Concern:

On August 8, 2022, the Sapulpa Public Schools Board of Education voted on and approved an option to calculate our school calendar using 1080 hours with a minimum of 165 days. Senate Bill 441 allows school districts to calculate their school year based on 180 days or 1080 hours with a minimum of 165 days of instruction. By selecting hours, the district has the flexibility to modify the school calendar due to weather-related school closings by either adding minutes or hours to the school day to reach the 1080 hours. Please see the attached Board Notes as documentation.

Wayne Richards
Board President
Sapulpa Public Schools

Rob Armstrong
Superintendent
Sapulpa Public Schools



SAPULPA PUBLIC SCHOOLS

CHILD NUTRITION

Hayley Holmes, Director • hholmes@sapulpaps.org

August 3, 2022

Adult Meal Prices 2022-2023

As part of the Healthy Hunger-Free Kids Act of 2010, the USDA has implemented guidance on Paid Lunch Equity for all paid meals. The act requires school districts to meet or exceed the reimbursement rates of free students, plus the commodity value for adult meal prices. The adult breakfast prices meet the current guidelines, however, the adult lunch price will need to be increased as follows:

Adult Meal	Current Price	Recommendation for 22-23
Breakfast	\$2.75	\$2.75
Lunch	\$4.50	\$4.85

Regards,

Hayley Holmes

FUNDRAISERS 2022-23 School Year

SITE	CLUB	DATE OF EVENT	FUNDRAISER	HOW FUNDS WILL BE USED
Sapulpa High School	Baseball Booster	9/10/2022	Booth at Route 66 Blowout - Selling t-	team travel expenses, meals and equipment
Sapulpa High School	JROTC	9/30/2022	Annual JROTC Fundraiser (Vertical Raise platform)	To provide for supplies, services and food in support of the program
High School	Band	8/30/2022	Cheesecake	To help offset the cost of trips and fees for band and color guard students
High School	Band	10/31/2022	Catalog Fundraiser (Slow smoked meats/gifts)	To help offset the cost of trips and fees for band and color guard students
High School	Band	1/9/2023	Cookie Dough	To help offset the cost of trips and fees for band and color guard students
High School	Band	3/24/2023	Beef Sticks	To help offset the cost of trips and fees for band and color guard students
High School	Band	8/9/2022	Candy Bar Sales (Ongoing throughout the year)	To help offset the cost of trips and fees for band and color guard students
Woodlawn	NASA	8/25/2022	Cotton candy sales	Flied trips and events
Woodlawn	Tutors	8/18/2022	Snacks	Staff development
Woodlawn	Tutors	8/18/2022	Jewelry sales	Staff events
High School/Sunset Hill Farm (Kellyville)	Sapulpa Green Thumb Chieftains	8/18/2022	Farm & nature inspired art, pine cone fire starters, various arts & crafts, gardens plants, fruits & vegetables, fresh garlic & potting soil.	Greenhouse, art & classroom supplies. Team t-shirts & advertising. Field trip meals.
High School	FFA	8/25/2022	Kiss the Pig @ Community Kickoff	Put into FFA Activity Account for chapter activities throughout the year.
athletic training room	athletic training	8/9/2022	selling electrolyte pops	student clothing and supplies for the training room
Jefferson Heights	Teacher Activity Account	9/9/2022	Freckles Friday	Teacher activities/building needs
Jefferson Heights	Student Fundraiser Account	3/26/2023	World's Finest Chocolate	Classroom Materials/Student Rewards/Building Needs
SHS	FFA	8/9/2022	Chieftain Community Kick Off	Activities
High school	Culinary arts club	8/9/2022	Catering events throughout the year	For club operations, as supplies, club tshirts
High school	Culinary arts club	11/15/2022	Dinner theater date has yet to be determined	Club operations
HS Gym	Sapulpa Volleyball Booster	8/20/2022	Sapulpa Varsity Volleyball Tournament	general expenses, banquet, equipment, etc
SMS	Ping Pings	9/1/2022	Little Caesar's Pizza	To raise individual funds to go towards costumes, entry fees and other expenses
Sapulpa High School	Baseball Booster Club	10/21/2022	Spook House - Setting up in the indoor a walk thru spook house last 2 weekends in October. COI available per Andrew Soares with Insurica.	team travel expenses, meals and equipment
Sapulpa High School	Baseball Booster Club	10/15/2022	Baseball Golf Tournament	team travel expenses, meals and equipment

941. **ARMED SCHOOL EMPLOYEES (6-22-2018)**

The board of education authorizes the carrying of a handgun onto school property by school personnel specifically designated by the board of education to do so at a convened board meeting under an appropriately worded agenda item. The names of school district personnel who have been designated to carry a firearm may be kept confidential. Individuals who are authorized by the school board to carry handguns on school premises must:

1. Possess a valid armed security guard license as provided for in Section 1750.1 et seq. of Title 59 of Oklahoma Statutes, or
2. Hold a valid reserve peace officer certification as provided for in Section 3311 of Title 70 of Oklahoma Statutes, or
3. A retired peace officer

The board of education shall have the final authority to determine and designate school employees who will be authorized to obtain and use an armed security guard license or reserved peace officer certification or a retired peace officer in connection with their employment as school personnel. Participation in either armed security guard training programs or the reserve peace officer program shall be voluntary and shall not in any way be considered a requirement for continued employment with the school district as per 70 O.S. § 5-149.2. The school district will pay all necessary training, meal, and lodging expenses associated with the training required above.

Authorized employees shall only use a handgun and ammunition that have been approved by or issued by the school district board of education. The handgun will be carried in an approved holster and appropriately secured on the person of the authorized employee or the firearm shall be stored in a locked and secure location at all times while the employee is on school property. Authorized employees shall be responsible for ensuring that his/her issued handgun is properly maintained and in good working order at all times. If at any time, the handgun is pointed at someone or discharged on school premises, a written report documenting the incident shall be prepared within twenty-four (24) hours of the incident or discharge by the employee who pointed the weapon or discharged the weapon. The superintendent, Law enforcement shall be immediately notified that a weapon has been pointed at someone or discharged by the employee who has discharged the weapon or the superintendent.

The board of education hereby delegates to the superintendent the ability to temporarily suspend the ability of an employee designated by the board of education to carry a handgun pending a formal decision et a lawfully convened meeting as to whether the employee will continue to be authorized by the board of education to carry a handgun on school promises. If the superintendent temporarily suspends the ability of an employee to carry a handgun, the employee shall immediately turn over the handgun and ammunition to the superintendent who shall immediately secure the weapon in a locked and secure location. The decision of the school board is non-appealable. Due process does not apply to the carrying of handgun.

Legal Reference: 70 O.S. Section 5-149.2.

DISCHARGE OF A HANDGUN BY SCHOOL PERSONNEL

VERBAL AND VISUAL WARNINGS

Unless it would otherwise endanger safety or is impractical due to circumstances, an explicit verbal announcement of the intended discharge of the handgun shall precede the discharge of a handgun in order to:

- (a) Provide the individual with a reasonable opportunity to voluntarily comply.
- (b) Provide others with warning that a handgun may be discharged.

The fact that a verbal and/or other warning was given, or reasons it was not given, shall be documented in any related reports,

AUTHORIZED DISCHARGE OF THE HANDGUN

Oklahoma law authorizes the use of deadly force at 21 O.S. Section 732 as follows:

A peace officer, correctional officer, or any person acting by his command in his aid and assistance, is justified in using deadly force when:

1. The officer is acting in obedience to and in accordance with any judgment of a competent court in executing a penalty of death; or
2. In effecting an arrest or preventing an escape from custody following the arrest and the officer reasonably believes both that;
 - a. such force is necessary to prevent the arrest from being defeated by resistance or escape, and
 - b. there is probable cause to believe that the person to be arrested has committed a crime involving the infliction or threatened infliction of serious bodily harm, or the person to be arrested is attempting to escape by use of a deadly weapon, or otherwise indicates that he will endanger human life or inflict great bodily harm unless arrested without delay; or
3. The officer is in the performance of his legal duty or the execution of legal process and reasonably believes the use of the force is necessary to protect himself or others from the infliction of serious bodily harm; or
4. The force is necessary to prevent an escape from a penal institution or other places of confinement used primarily for the custody of persons convicted of felonies or from custody while in transit thereto or therefrom unless the officer has reason to know:
 - a. the person escaping is not a person who has committed a felony involving violence, and

b. the person escaping is not likely to endanger human life or to inflict serious bodily harm if not apprehended.

In addition, 21 O.S. Section 733 provides that:

- A. Homicide is also justifiable when committed by any person in any of the following cases:
1. When resisting any attempt to murder such person or to commit any felony upon him, or upon or in any dwelling house in which such person is,
 2. When committed in the lawful defense of such person or of another, when the person using force reasonably believes such force is necessary to prevent death or great bodily harm to himself or herself or another or to terminate or prevent the commission of a forcible felony; or
 3. When necessarily committed in attempting, by lawful ways and means, to apprehend any person for any felony committed; or in lawfully suppressing any riot; or in lawfully keeping and preserving the peace.
- B. As used in this section, "forcible felony" means any felony, which involves the use or threat of physical force or violence against any person.

REPORT OF DISCHARGE

All handgun discharges shall be documented. Any report documenting the discharge of a handgun will include the serial number(s) and an explanation of the circumstances surrounding the discharge. Each report of a discharge of a handgun will be viewed by the administration of the school district to determine whether the use was in compliance with district policy.

TRAINING

In addition to the initial training required in Policy CLBCB, personnel carrying a handgun must receive additional training and maintain licensure and certification. A reassessment of knowledge and/or practical skill may be required at any time if deemed appropriate by the Superintendent or designee.

PERSONNEL REPORT

August 08, 2022

SUPPORT PERSONNEL REPORT

EMPLOYMENT

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
Sam Johnson	7th Grade Boys Basketball/\$2,200	August 01, 2022
Julia Choquette	Library Media Assistant/TBD	July 01, 2022
Bianca Blevins	School Cultural Liaison/\$11.86 hr	August 18, 2022
Sheila Radford	Custodian/\$15.71 hr	TBD
Kim Coatney	Custodian/\$14.08 hr	TBD
James Paxton	Custodian/\$12.06 hr	August 16, 2022
Pierre Thoene	Custodian/\$11.68 hr	August 01, 2022
Robin Cartwright	Custodian/\$15.06 hr	August 01, 2022
Christie Stephens	CN Cook II /\$16.05 hr	August 18, 2022
Jennifer Mikles	CN Cook II /\$12.05 hr	August 18, 2022
Kristin Thomas	CN Cook II/\$12.05 hr	June 30, 2022
Amber Sullivan	CN Cook I \$11.05 hr	August 18, 2022
Shirley Redden	CN Cook I /\$11.05 hr	August 18, 2022
Spencer Braswell	Paraprofessional/\$10.83 hr	August 18, 2022
William Bussel	HVAC Mechanic/\$30.04 hr	August 2, 2022
Robert Kirk	Grounds Supervisor/\$26.04 hr	August 11, 2022
Ashli Garland	Child Nutrition Manager-Floating/\$17.14 hr	May 23, 2022
Shad Scarborough	ADC Supervisor/\$16.15 hr	August 18, 2022
Megan Covey	Paraprofessional Level II/\$13.60 hr	August 18, 2022

STIPENDS

<u>Name</u>		<u>Extra-Duty/Stipend</u>
Nikko McWilliams	JH Boys Soccer Coach	\$2,000
Bianca Blevins	JH Asst. Softball Coach	\$2,600

PROMOTIONS

<u>Name</u>	<u>From</u>	<u>To</u>	<u>Effective Date</u>
Nikko McWilliams	Video Production Coord./\$40,000	Video Production Coord./\$47,000	July 01, 2022

REMOVAL OF STIPENDS

<u>Name</u>	<u>Stipend</u>
None	

CHANGE OF STATUS

<u>Name</u>	<u>From</u>	<u>To</u>	<u>EffectiveDate</u>
Richard Mandel	Custodian	Grounds Maintenance	July 10, 2022
Wayne Walls	7th Grade Boys Basketball	8th Grade Boys Basketball	August 01, 2022
Misty McDonald	Title I Asst	Paraprofessional	August 18, 2022

TRANSFERS

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

FMLA LEAVE REQUEST

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

RESIGNATIONS/RETIREMENTS

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
Brandon Barker	Custodian	July 26, 2022
Treva Zlata	CN Manager	July 13, 2022
Diana Metcalfe	CN Cook	June 30, 2022

PERSONNEL REPORT

August 08, 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>
Traci Bauer	Behavior Specialist/\$59,140	August 01, 2022
Levi Keim	SPED Teacher/\$40,022	August 01, 2022
Cheryll Darneal	Teacher/\$40,466	August 08, 2022
Trent Morris	Teacher/\$44,276	August 08, 2022
Shannon Lloyd	Teacher/\$48,034	August 08, 2022
Dominga Henandez	Teacher/\$40,022	August 08, 2022
Jessica Freeman	Counselor/\$40,022	August 04, 2022
Kimberly Castaldi	Counselor/\$58,795	August 04, 2022
Lisa Neff	Assistant Principal/\$65,000	July 26, 2022
Austen Hendrickson	Teacher/\$42,676	August 08, 2022

(Pending Approval of Emergency Certification)

James Lloyd	Teacher/\$40,022	August 08, 2022
Janice Roley	Teacher/\$40,022	August 08, 2022

EXTRA DUTY ASSIGNMENTS/STIPENDS

<u>Name</u>	<u>Extra-duty Assignment/Stipend</u>
Kelsey Girty	JH Testing Coordinator/\$1,000
	JH National Honor Society/\$500
Ray Pinney	JH Webmaster/\$500
Adedolapo Sobowale	Varsity Boys Soccer Coach/\$3,200
Tyler McGrew	JH Athletic Coordinator/\$2,000
Stephanie Greenfeather	Carl Perkins Grant Writer/\$1,000
Vanessa Zimmerman	HS Assembly Coord/\$1,000

REMOVAL OF EXTRA DUTY ASSIGNMENTS/STIPENDS

<u>Name</u>	<u>Extra-duty Assignment/Stipend</u>
Steve Shibley	JH Athletic Coordinator/\$2,000

CHANGE OF STATUS

<u>Name</u>	<u>From</u>	<u>To</u>	<u>Effective Date</u>
KayLynn Honeywell	Music Teacher/Liberty	Behavior Specialist/District	August 01, 2022

TRANSFER

<u>Name</u>	<u>From</u>	<u>To</u>	<u>Effective Date</u>
Karma Ludlow	7th Grade Science Teacher	7th Grade Geography Teacher	August 18, 2022

FMLA REQUEST

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

RESIGNATIONS

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
Kendall Aylward	Teacher	June 30, 2022