

Regular Meeting of The Board of Education Independent School District Number 33,
Creek County
Monday, October 9, 2023 6:00 PM
Washington Administration Center Board Room, 511 E Lee, Sapulpa, OK 74066

- I. Call the meeting to order and Pledge of Allegiance to the American Flag
- II. Special Recognition
- III. Formal Adoption of the Agenda
 - III.A. Motion, discussion, and vote on motion to formally adopt the Agenda.
- IV. Consent Agenda
 - IV.A. Approval of Meeting Minutes.
 - IV.A.1. 9.12.2023 Regular BOE Meeting Minutes
 - IV.A.2. 09.26.2023 Special BOE Meeting Minutes
 - IV.B. Approval of the 2023-24 General Fund Purchase Order encumbrance numbers 359 through 505.
 - IV.C. Re-Approval of General Fund Purchase Order number 194 for an increase.
 - IV.D. Approval of the 2023-24 Building Fund Purchase Order encumbrance numbers 101 through 122.
 - IV.E. Approval of the 2023-24 Child Nutrition Fund Purchase Order encumbrance numbers 44 through 58.
 - IV.F. Approval of the 2023-24 Bond Fund 32 Purchase Order Encumbrance numbers 8 through 10.
 - IV.G. Approval of the monthly financial reports of the School Activity Funds account.
 - IV.H. Approval of the monthly financial report for the SPS Endowed Scholarship Accounts, Fund 81.
 - IV.I. Approval of the Treasurer's Report on the status of Funds and Investments.
 - IV.J. Approval of the 2024 BOE Calendar Schedule
 - IV.K. Approval of 2023-24 Residency Committee.
 - IV.L. Approval of College Remediation Rates for 2021.
 - IV.M. Approval of Drop Out Report for the 2021 school year.
 - IV.N. Approval of the 2023 October Capacity Numbers.
 - IV.O. Approval of the 2023-24 Special Services Agreement between United Community Action Program Head Start and Sapulpa Public Schools.
 - IV.P. Approval of the 2023-24 Education Agreement between Creeks Mental Health Services and Sapulpa Public Schools.
 - IV.Q. Approval of the 2024 Prom Venue Contract between SPS and 181 Ranch.
 - IV.R. Approval of a generous parent donation of \$1,000 (\$500 each) to HPE Teachers, Karen Diehl and Alexandra Quigley, for classroom needs.
 - IV.S. Approval of a generous donation in the amount of \$800 to Holmes Park Library from Cox Charities Innovation in Education Grant Program.
 - IV.T. Approval of Out of State Activity Trips
 - IV.T.1. Liberty STEM Club-Arizona
 - IV.T.2. Jr. High-8th Grade-Washington D.C.
 - IV.U. Approval of Fundraisers as per attachment.
- V. Hearing from the Public
- VI. Information and Discussion Items
 - VI.A. Superintendent Comments
- VII. Action Items
 - VII.A. New Business - items not known or foreseen when the agenda was posted.
 - VII.B. Discussion, motion, and vote on a motion to approve/disapprove the 2022-23 Operating Budget as presented.

- VII.C. Discussion, motion, and vote on a motion to approve/disapprove the Standard Form of Agreement between Sapulpa Public Schools and Nabholz Construction Corporation for SPS High School Capital Improvements (Bond 2023).
- VII.D. Discussion, motion, and vote on a motion to approve/disapprove the signed Creek County Clerk copy of the 2023-24 EON as presented.
- VII.E. 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.E.1. Vote to convene in Executive Session.
 - VII.E.2. To acknowledge the Board has returned to Open Session.
 - VII.E.3. Statement of Executive Session Minutes.
- VII.F. Personnel
 - VII.F.1. Vote to approve/disapprove Employing Personnel as per Attachment.
 - VII.F.2. Vote to approve/disapprove FMLA for Kelsey Philpott, effective September 18, 2023, through December 15, 2023.
 - VII.F.3. Vote to approve/disapprove FMLA for Celia Granillo, effective October 02, 2023, through November 16, 2023.
 - VII.F.4. Vote to approve/disapprove FMLA for Heather Trager, effective August 23, 2023 through November 03, 2023.
 - VII.F.5. Vote to approve/disapprove authorizing Heather Trager to receive sick leave donations from other employees as authorized by Board Policy 736.2 Sick Leave Donation.
 - VII.F.6. Vote to accept Resignations received since the last board meeting.
- VIII. Adjournment

Regular Meeting of The Board of Education Independent School District Number
33, Creek County
Tuesday, September 12, 2023 6:00 PM
Washington Administration Center Board Room, 511 E Lee, Sapulpa, OK 74066

I. Call the meeting to order and Pledge of Allegiance to the American Flag.
President Larry Hoover called the meeting to order at 6pm. Asst Superintendent
Johnny Bilby led the Pledge of Allegiance.

II. Formal Adoption of the Agenda

II.A. Motion, discussion, and vote on motion to formally adopt the Agenda.
To formally adopt the Agenda passed with a motion by Wayne Richards and a
second by Steve McCormick.

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

Yea: 4, Nay: 0, Absent: 1

III. Consent Agenda

III.A. Approval of Board Minutes.

III.A.1. 8.14.2023-Regular BOE Meeting

III.B. Approval of the 2023-24 General Fund Purchase Order encumbrance
numbers 251 through 358.

III.C. Re-approval of 2023-24 General Fund Purchase Order number 27 for an
increase.

III.D. Approval of the 2023-24 Building Fund Purchase Order encumbrance
numbers 84 through 100.

III.E. Approval of the 2023-24 Child Nutrition Fund Purchase Order
encumbrance numbers 38 and 43.

III.F. Approval of the 2023-24 Bond Fund 32 Purchase Order Encumbrance
numbers 5 through 7.

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

III.H. Approval of the monthly financial report for the SPS Endowed Scholarship Accounts, Fund 81.

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

III.J. Approval of an Activity Account for the Technology Student Association at the Middle School.

III.K. Approval of the 2023-24 Gifted and Talented Local Advisory Committee recommended by the Superintendent as per attachment.

III.L. Approval of 2023-24 Accreditation Statuses for SPS School District.

III.M. Approval of the 2023-24 Pre-ETS Collaborative Agreement.

III.N. Approval of the 2023-24 IEP Service Agreement with Tulsa Public Schools.

III.O. Approval of 2023-24 Legal Contract with Kylee Armstrong for Speech-Language Pathologist services.

III.P. Approval of the 2023-24 ESS Addendum to update Sub Positions and Rates.

III.Q. Approval to renew the SRO Agreement between Sapulpa Public Schools and the City of Sapulpa Police Department.

III.R. Approval of the 2023-24 GoFan Digital Tickets Sales Agreement between Huddle Tickets, LLC and Sapulpa Public Schools.

III.S. Approval of the 2023-24 Sponsorship Agreement between Sapulpa Athletics and Chick-fil-A Glenpool.

III.T. Approval of Out of State Activity Trips

III.T.1. FFA-Coffeyville, KS

III.T.2. JROTC

III.T.2.a. Granbury, TX

III.T.2.b. Ozark, MO x2

III.T.2.c. Joplin, MO

III.T.2.d. Colorado Springs, CO

III.T.3. Pings-Orlando, FL

III.U. Approval of Fundraisers as per attachment.

To approve Consent Agenda items A-U passed with a motion by Wayne Richards and a second by Sarah Havenstrite.

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

Yea: 4, Nay: 0, Absent: 1

IV. Hearing from the Public

None

V. Information & Discussion Items

V.A. Enrollment Report

Asst Superintendent Johnny Bilby presented the Enrollment Report which showed an increase of students by 56 from last year. The current student number is 3,771. In 2022, the number of students was 3715.

V.B. Superintendent Comments

Superintendent Armstrong opened his comments by thanking the staff for their diligence as those efforts received No Deficiencies in the 2023-24 Accreditation Statuses report. He mentioned Fall Sports being in full swing. Football has a bye this week and Homecoming is next week. As he closed, he thanked all for the hard work getting the 2023 Bond to a vote and said results should be in about 7:30 pm as polls closed at 7 pm.

VI. Action Items

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

None

VI.B. Proposed Executive Session to discuss Personnel as listed as authorized by 25 O.S. Section 307 (B)(1) of the Oklahoma Open Meeting Act.

VI.B.1. Vote to convene in Executive Session.

To convene in Executive Session passed with a motion by Larry Hoover and a second by Wayne Richards.

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

Melinda Ryan: Absent

Yea: 4, Nay: 0, Absent: 1

VI.B.2. To acknowledge the Board has returned to Open Session.

President Larry Hoover acknowledged the Board's return to Open Session at 6:18 pm.

VI.B.3. Statement of Executive Session Minutes.

The Board of Education went into Executive Session at 6:08 pm to discuss Personnel as listed, 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 6:18 pm. Present in the Executive Session were Sarah Havenstrite, Steve McCormick, Wayne Richards, Larry Hoover, and Rob Armstrong. No action was taken. This constitutes the minutes of the Executive Session.

VII. Personnel

VII.A. Vote to approve/disapprove Employing Personnel as per attachment.

To approve Employing Personnel as per the attachment passed with a motion by Wayne Richards and a second by Sarah Havenstrite.

Sarah Havenstrite: Yea

Larry Hoover: Yea

Steve McCormick: Yea

Wayne Richards: Yea

Melinda Ryan: Absent

Yea: 4, Nay: 0, Absent: 1

VII.B. Vote to approve/disapprove of Patrick McGrew as an adjunct teacher for Physical Science.

To approve of Patrick McGrew as an adjunct teacher for Physical Science passed with a motion by Sarah Havenstrite and a second by Wayne Richards.

Sarah Havenstrite: Yea

Larry Hoover: Yea

Steve McCormick: Yea

Wayne Richards: Yea

Melinda Ryan: Absent

Yea: 4, Nay: 0, Absent: 1

VII.C. Vote to approve/disapprove Athletic Department Coaches for the 2023-24 school year as per attachment.

To approve Athletic Department Coaches for the 2023-24 school year as per attachment passed with a motion by Wayne Richards and a second by Sarah Havenstrite.

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

Yea: 4, Nay: 0, Absent: 1

VII.D. Vote to approve/disapprove of hiring Adjunct Coaches for the 2023-24 school year as per attachment.

To approve of hiring Adjunct Coaches for the 2023-24 school year as per attachment passed with a motion by Sarah Havenstrite and a second by Wayne Richards.

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

Yea: 4, Nay: 0, Absent: 1

VII.E. Vote to accept Resignations received since the last board meeting.

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

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

Yea: 4, Nay: 0, Absent: 1

VIII. Adjournment

To adjourn at 6:21 pm passed with a motion by Wayne Richards and a second by Sarah Havenstrite.

Sarah Havenstrite:	Yea
Larry Hoover:	Yea
Steve McCormick:	Yea

Wayne Richards: Yea
Melinda Ryan: Absent
Yea: 4, Nay: 0, Absent: 1

Special Meeting of The Board of Education Independent School District Number
33, Creek County
Tuesday, September 26, 2023 12:00 PM
Washington Administration Center Board Room, 511 E Lee, Sapulpa, OK 74066

I. Call the Meeting to Order

President Larry Hoover called the meeting to order at 12 p.m.

II. Action Items

II.A. Discussion, motion, vote on a motion to approve/disapprove a Resolution authorizing the sale of the District's General Obligation Building Bonds, Series 2023B, and setting for the following items:

To approve a Resolution authorizing the sale of the District's General Obligation Building Bonds, Series 2023B, and setting for the following items as discussed passed with a motion by Wayne Richards and a second by Melinda Ryan.

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

Yea: 3, Nay: 0, Absent: 2

II.A.1. Fixing the time and place the bonds are to be sold;

SECTION 1. That the \$3,460,000 General Obligation Building Bonds, Series 2023B, of Independent School District Number 33 of Creek County, Oklahoma, voted on the 12th day of September 2023, shall be offered for sale and that the Board of

Education of Independent School District Number 33 of Creek County, Oklahoma, will receive bids by sealed bid, electronic bid (via PARITY), or similar secure electronic bid, on the 25th day of October 2023, until 9:00 a.m. at the Sapulpa Public Schools

Washington Administrative Center, Office of the Chief Financial Officer, 511 E. Lee, Sapulpa, Oklahoma, said Bonds to become due: \$1,730,000 in two years from their date and \$1,730,000 in three years from their date.

Said Bonds shall be awarded by the Board of Education of Independent School District Number 33 of Creek County, Oklahoma, on the 25th day of October 2023, at 12:00 p.m., local time, at a meeting of said Board held in the Sapulpa Public Schools

Washington Administrative Center, Board Room, 511 E. Lee, Sapulpa, Oklahoma, and shall be sold to the bidder bidding the lowest rate of interest the Bonds shall bear, and agreeing to pay par and accrued interest for the Bonds.

II.A.2. Fixing the amount of bonds to mature each year;

II.A.3. Authorizing the Clerk to give notice of said sale as required by law.

III. Information and Discussion Items

III.A. Discussion on Bond next steps and planning

David Reed of Reed Architects provided a next-step timeline. See attachment.

IV. Adjourn

To adjourn at 12:15 p.m. passed with a motion by Wayne Richards and a second by Melinda Ryan.

Sarah Havenstrite: Absent

Larry Hoover: Yea

Steve McCormick: Absent

Wayne Richards: Yea

Melinda Ryan: Yea

Yea: 3, Nay: 0, Absent: 2

Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, PO Range: 359 - 999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	359	09/07/2023	3826	SECURITY BANK CARD CENTER INC	Amazon, Walmart, quill, ect.	1,000.00
11	360	09/07/2023	3826	SECURITY BANK CARD CENTER INC	General office supplies	400.00
11	361	09/08/2023	1269	SOFTWARE HOUSE INTERNATIONAL	Annual Renewal Adobe Creative Cloud	2,450.00
11	362	09/08/2023	3826	SECURITY BANK CARD CENTER INC	Chrome Depot Supplies	540.63
11	363	09/08/2023	7089	HOLT TRUCK CENTERS OF OKLAHOMA,LLC	Bus 14 Defrost Fans	177.30
11	364	09/08/2023	30829	SCHOOL NURSE SUPPLY	Gen Fund pcard 8390 Nursing supplies	260.94
11	365	09/08/2023	3826	SECURITY BANK CARD CENTER INC	621-Sped-Pcard N2Y Teacher License	238.02
11	366	09/08/2023	235	CCOSA-COOP COUNCIL OK SCH	613-Sped-ODSS Conference Registration	358.00
11	367	09/11/2023	8318	AMAZON	11-165 Amazon Title 1 Materials	500.00
11	368	09/11/2023	8318	AMAZON	11-165 Amazon Art Supplies MC	200.00
11	369	09/11/2023	3826	SECURITY BANK CARD CENTER INC	11-165 -Heggerty Curriculum for Prek	267.00
11	370	09/11/2023	39594	IXL LEARNING, INC.	11-165 Math & Reading Prog. 3,4,5	5,250.00
11	371	09/11/2023	8318	AMAZON	Multi Room Classroom Supplies/Noble	448.50
11	372	09/11/2023	3826	SECURITY BANK CARD CENTER INC	IDENTOGO-EMPLOYEE BACKGROUND CHECKS	2,000.00
11	373	09/11/2023	3826	SECURITY BANK CARD CENTER INC	CANVA- Graphics for Communications	119.99
11	374	09/11/2023	8318	AMAZON	11-165 Curriculum & hands on for Pre-k/5th	2,000.00
11	375	09/11/2023	3826	SECURITY BANK CARD CENTER INC	621-Sped-Room Reservation-ODMSHAS Conf-Hailey	408.00
11	376	09/11/2023	31042	BLACK AND PINK DANCE SUPPLIES	Ping Poms	760.00
11	377	09/11/2023	8318	AMAZON	book repair machine and glue strips for it	391.34
11	378	09/11/2023	3826	SECURITY BANK CARD CENTER INC	Pre-K Student Enrichment - Amazon, Walmart	600.00
11	379	09/11/2023	3826	SECURITY BANK CARD CENTER INC	Kindergarten Student Enrichment	600.00
11	380	09/11/2023	3826	SECURITY BANK CARD CENTER INC	1st Grade Student Enrichment	600.00
11	381	09/11/2023	3826	SECURITY BANK CARD CENTER INC	2nd Grade Student Enrichment	600.00
11	382	09/11/2023	3826	SECURITY BANK CARD CENTER INC	3rd Grade Student Enrichment	600.00
11	383	09/11/2023	3826	SECURITY BANK CARD CENTER INC	4th Grade Student Enrichment	600.00
11	384	09/11/2023	3826	SECURITY BANK CARD CENTER INC	5th Grade Student Enrichment	600.00
11	385	09/12/2023	3826	SECURITY BANK CARD CENTER INC	S.ADAMS/SpEd/AMAZON/CLASS ROOM SUPPLIES	80.53
11	386	09/12/2023	3826	SECURITY BANK CARD CENTER INC	R.MARKLEY/CHIEF.TV/AMAZON/CARD READER	49.75
11	387	09/12/2023	3826	SECURITY BANK CARD CENTER INC	C.DUGAN/HISTORY/CLASSROOM SUPPLIES	562.40
11	388	09/12/2023	3826	SECURITY BANK CARD CENTER INC	A.SOBOWALE/PE/AMAZON/CLAS SROOM EQUIPMENT	453.41

Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, PO Range: 359 - 999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	389	09/12/2023	3826	SECURITY BANK CARD CENTER INC	S.TUTTLE/LIBRARY/ COLORED PAPER	529.95
11	390	09/12/2023	1818	MERRIFIELD OFFICE SUPPLY	Laminator Film, Therm. Poster Paper	214.98
11	391	09/12/2023	30519	PRECISION BUSINESS MACHINES	Print Poster Paper	154.95
11	392	09/12/2023	3826	SECURITY BANK CARD CENTER INC	11- CCODSA - Tulsa Model New Admin 5 Class	150.00
11	393	09/12/2023	3826	SECURITY BANK CARD CENTER INC	11 - Espinoza - Co Curricular , Lakeshore Amazon	412.50
11	394	09/13/2023	7089	HOLT TRUCK CENTERS OF OKLAHOMA,LLC	Bus 14 Replace Injectors	4,690.00
11	395	09/13/2023	7089	HOLT TRUCK CENTERS OF OKLAHOMA,LLC	Bus 12 Replace Injectors	4,672.00
11	396	09/13/2023	7089	HOLT TRUCK CENTERS OF OKLAHOMA,LLC	Bus 39 Replace Injectors	4,832.00
11	397	09/13/2023	32	CINTAS CORPORATION	Missing Bus Driver Uniform Shirts	1,209.00
11	398	09/13/2023	490	KYLEE ARMSTRONG	011-Sped-SLP-CF Contract Services	45,000.00
11	399	09/14/2023	3826	SECURITY BANK CARD CENTER INC	Technology additions to Smartboard	300.00
11	400	09/15/2023	3826	SECURITY BANK CARD CENTER INC	supplies for Sped Teachers students	173.00
11	401	09/15/2023	3826	SECURITY BANK CARD CENTER INC	supplies for SS students, Merrifields. Amazon	75.00
11	402	09/15/2023	3826	SECURITY BANK CARD CENTER INC	Science supplies	400.00
11	403	09/15/2023	3826	SECURITY BANK CARD CENTER INC	supplies for students in Math Merrifields,	300.00
11	404	09/15/2023	3826	SECURITY BANK CARD CENTER INC	supplies for students, Thomspson, Merrifields	74.02
11	405	09/15/2023	3826	SECURITY BANK CARD CENTER INC	library/media amazon	418.13
11	406	09/15/2023	3826	SECURITY BANK CARD CENTER INC	supplies for English. Amazon	298.73
11	407	09/15/2023	2069	LED USA.COM	Bus Soap and Foam Machine	450.00
11	408	09/15/2023	7089	HOLT TRUCK CENTERS OF OKLAHOMA,LLC	Panel Cluster for bus 306	2,066.00
11	409	09/15/2023	3826	SECURITY BANK CARD CENTER INC	Office supplies for offices, Merrifields	200.00
11	410	09/15/2023	3826	SECURITY BANK CARD CENTER INC	Nurse Budget Walmart	50.00
11	411	09/15/2023	31827	SCHOOL SPECIALTY ABC	11 -Gen. Buckle Down for 3rd Grade	505.79
11	412	09/15/2023	3826	SECURITY BANK CARD CENTER INC	general supplies for all staff, merrifields	156.00
11	413	09/15/2023	3826	SECURITY BANK CARD CENTER INC	11- Plummer- Co Curric.Reading-Scholas., Lake Sh.	150.00
11	414	09/15/2023	3826	SECURITY BANK CARD CENTER INC	sullpies for counseling/Creoks,merrifields	100.00
11	415	09/15/2023	3826	SECURITY BANK CARD CENTER INC	11-Nurse- First Aid &Supplies, Amazon, Walmart	350.00
11	416	09/15/2023	3826	SECURITY BANK CARD CENTER INC	11 -Art Supplies- Dick Blick, Amazon	600.00

Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, PO Range: 359 - 999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	417	09/15/2023	3826	SECURITY BANK CARD CENTER INC	11 - Musical Curriculum, Wmart,Amazon,Orient	300.00
11	418	09/15/2023	3826	SECURITY BANK CARD CENTER INC	11 - Legrand-SpEd Curric.- Amazon, Walmart	412.50
11	419	09/15/2023	3826	SECURITY BANK CARD CENTER INC	11 - Hurst -SpEd Supplies - Amazon, Power Spelling	412.50
11	420	09/15/2023	3826	SECURITY BANK CARD CENTER INC	11 - Sandy -SpEd Curriculum - Amazon, TPT, Walmart	412.50
11	421	09/15/2023	3826	SECURITY BANK CARD CENTER INC	621-Sped-Pcard 2023 Violence Prevention Symposium	500.00
11	422	09/15/2023	2069	LED USA.COM	Drum of Bus Soap	630.00
11	423	09/15/2023	3826	SECURITY BANK CARD CENTER INC	11 - Bev. - Co Curricular-Amazon, Lake Sh.	150.00
11	424	09/15/2023	50001	SAPULPA PUBLIC SCHOOLS	596-MV Chromebook Fees	500.00
11	425	09/15/2023	7089	HOLT TRUCK CENTERS OF OKLAHOMA,LLC	Repairs to Bus 302	5,656.40
11	426	09/18/2023	3826	SECURITY BANK CARD CENTER INC	Media Books-Scholastic, Amazon, Perma-bound	2,600.00
11	427	09/18/2023	80490	DINA M VEREL	Reimbursement for KAHOOT! Curriculum	72.00
11	428	09/18/2023	7089	HOLT TRUCK CENTERS OF OKLAHOMA,LLC	Bus 306 Diagnostics	600.00
11	429	09/18/2023	3826	SECURITY BANK CARD CENTER INC	Science supplies-Amazon, WM, quill, etc.	1,000.00
11	430	09/18/2023	7089	HOLT TRUCK CENTERS OF OKLAHOMA,LLC	Bus 26 Diagnostics, replace booster lines	867.00
11	431	09/19/2023	3826	SECURITY BANK CARD CENTER INC	11-165 EEMusic Class	299.00
11	432	09/19/2023	3417	BEAR COMMUNICATIONS	RADIOS/REPEATER/SVC CONTRACT	80,922.26
11	433	09/19/2023	357	FARMER'S FEED STORE	Supplies, Equipment , supplements	1,000.00
11	434	09/19/2023	8318	AMAZON	Barker/Speech Supplies	100.00
11	435	09/19/2023	8318	AMAZON	Library/Media Center Supplies	400.00
11	436	09/19/2023	8318	AMAZON	Andrews Math Supplies	250.00
11	437	09/19/2023	3826	SECURITY BANK CARD CENTER INC	Art Class Student Enrichment	600.00
11	438	09/19/2023	3826	SECURITY BANK CARD CENTER INC	Music - Student Enrichment AMAZON WALMART	300.00
11	439	09/19/2023	3826	SECURITY BANK CARD CENTER INC	PE SUPPLIES WALMART AMAZON ACADEMY	300.00
11	440	09/19/2023	3826	SECURITY BANK CARD CENTER INC	GT SUPPLIES AMAZON TPT WALMART	1,310.00
11	441	09/20/2023	3826	SECURITY BANK CARD CENTER INC	Student Enrichment BLICK AMAZON QUILL SEC STORIES	2,552.00
11	442	09/20/2023	3826	SECURITY BANK CARD CENTER INC	Everythingbranded.com LANYARDS	730.00
11	443	09/20/2023	30267	HAMPTON INN & SUITES NORMAN	613-Sped-Hotel-ODSS Conference-Katherine & Amy	428.00
11	444	09/20/2023	3826	SECURITY BANK CARD CENTER INC	Art supplies Merrifields	294.52
11	445	09/20/2023	3826	SECURITY BANK CARD CENTER INC	11-165 Teachers Pay Teachers - Counselors	50.00

Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, PO Range: 359 - 999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	446	09/20/2023	2282	ACCO BRANDS USA LLC	11-165 Lamination for classrooms materials	295.00
11	447	09/20/2023	3826	SECURITY BANK CARD CENTER INC	Gifted merrifields	34.00
11	448	09/20/2023	31077	CRISIS PREVENTION INSTITUTE	621-Sped-CPI Instructor Yearly Renewal	200.00
11	449	09/20/2023	493	OK-APSE	613-Sped-OTI Conference Registration	400.00
11	450	09/20/2023	3826	SECURITY BANK CARD CENTER INC	Merrifield, Sam's, Lakeshore CURRICULUM	500.00
11	451	09/22/2023	81327	BARBARA ANNETTE RICHARDSON	615-Sped-OKOTA Conference-Mileage	277.24
11	452	09/22/2023	7089	HOLT TRUCK CENTERS OF OKLAHOMA,LLC	Bus 38 Rear Brakes	700.00
11	453	09/22/2023	451	CHAD S. COLE	Bus 28 DPF Cleaning	1,600.00
11	454	09/22/2023	3826	SECURITY BANK CARD CENTER INC	Ping Santa Hats/AMAZON	255.00
11	455	09/22/2023	3826	SECURITY BANK CARD CENTER INC	Art supplies for HS art department	5,000.00
11	456	09/25/2023	8202	PENSKE COMMERCIAL VEHICLES, US, LLC	Bus 25 Driver Seat Covers	345.00
11	457	09/25/2023	390	EBSCO INDUSTRIES, INC.	Novelist Subscription for Literature Review	2,800.00
11	458	09/25/2023	31088	CENTRAL TECH CENTER	Drug and Alcohol Training for Director	100.00
11	459	09/25/2023	3826	SECURITY BANK CARD CENTER INC	Spanish Supplies-Amazon, WM, Quill, etc.	500.00
11	460	09/26/2023	1818	MERRIFIELD OFFICE SUPPLY	Library Supplies	82.98
11	461	09/26/2023	1662	VILLAGE CHARTERS INC.	Charter Buses BOA/Arizona 10/05-10/09	22,000.00
11	462	09/26/2023	82230	HEATHER BROWNE	Travel reimbursement	500.00
11	463	09/26/2023	7237	NICHOLAS MCWILLIAMS	Travel Reimbursement	500.00
11	464	09/27/2023	131	DEBORAH BURNHAM	Secret Stories Training	300.00
11	465	09/27/2023	3826	SECURITY BANK CARD CENTER INC	621-Sped-PCard ABA Conference Registration	150.00
11	466	09/27/2023	3826	SECURITY BANK CARD CENTER INC	621-Sped-PCard-Behavior Symposium Registration	440.00
11	467	09/27/2023	3826	SECURITY BANK CARD CENTER INC	621-Sped-PCard-Hotel-Behavior Symposium	1,500.00
11	468	09/27/2023	3826	SECURITY BANK CARD CENTER INC	797-MV Database Software and Training Program	5,988.00
11	469	09/27/2023	80701	STEPHANIE GREENFEATHER	Mileage-CTE Meeting-Stillwater 9/26	85.00
11	470	09/27/2023	80742	BRIDGET HAILEY	621-Sped-Mileage-ODMHSAS-Hailey	154.10
11	471	09/28/2023	3171	TURNITIN, LLC	FEEDBACK STUDIO ENTERPRISE LICENSE	4,042.50
11	472	09/28/2023	39398	OKLAHOMA FFA ASSOC	Affiliate Chapter Membership Dues	2,154.00
11	473	09/28/2023	8731	SAPULPA POLICE DEPARTMENT	RENEWAL-SCHOOL RESOURCE OFFICER	30,000.00

Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, PO Range: 359 - 999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	474	09/28/2023	31412	AMAZON CAPITAL SVCS, INC.	CLASSROOM MATERIALS/SUPPLIES SPEC ED	239.56
11	475	09/29/2023	99999	SAPULPA PUBLIC SCHOOLS	JOM Student Band Fees	3,639.11
11	476	09/29/2023	3826	SECURITY BANK CARD CENTER INC	classroom Lab activity materials Reasors wal mart	200.00
11	477	09/29/2023	3826	SECURITY BANK CARD CENTER INC	Amazon, Walmart, etc.	800.00
11	478	09/29/2023	7089	HOLT TRUCK CENTERS OF OKLAHOMA,LLC	Bus 39 Brake Chambers	560.00
11	479	09/29/2023	99999	SAPULPA PUBLIC SCHOOLS	JOM Chromebook Insurance	20,450.00
11	480	09/29/2023	3826	SECURITY BANK CARD CENTER INC	643-Sped-Pcard-Supplies and Materials	350.00
11	481	09/29/2023	3826	SECURITY BANK CARD CENTER INC	628-Sped-Pcard-Supplies and Materials	200.00
11	482	09/29/2023	3826	SECURITY BANK CARD CENTER INC	FLAGS FOR HIGH SCHOOL-MERRIFIELD	1,225.00
11	483	10/02/2023	487	WHISTLER'S AUTOMOTIVE LLC	Alignments for 301, 302, 303	375.00
11	484	10/02/2023	1818	MERRIFIELD OFFICE SUPPLY	PAYROLL STATUS CHANGE FORMS	220.00
11	485	10/02/2023	3826	SECURITY BANK CARD CENTER INC	Tulsa State Fair Rooms-TRADEWINDS	250.00
11	486	10/02/2023	80235	CURTIS L ROSE	GSA Reim Tulsa State Fair	413.00
11	487	10/02/2023	424	W.W. GRAINGER,, INC.	Drain Valve Assembly for Air Compressor	710.00
11	488	10/02/2023	278	DEMCO, INC	Library Supplies	77.42
11	489	10/02/2023	54082	SOCIAL STUDIES SCHOOL SERVICE	Geography Class Supplies	174.35
11	490	10/02/2023	8318	AMAZON	Office Supplies	100.00
11	491	10/03/2023	3826	SECURITY BANK CARD CENTER INC	JOM office and classroom supplies AMAZON	2,000.00
11	492	10/03/2023	7089	HOLT TRUCK CENTERS OF OKLAHOMA,LLC	Electric Door Motor Bus 38	385.00
11	493	10/03/2023	3826	SECURITY BANK CARD CENTER INC	Park Bench Visual Object Report Editor	395.00
11	494	10/03/2023	99998	SAPULPA PUBLIC SCHOOLS	596 Band fees for a MV student	285.00
11	495	10/03/2023	99998	SAPULPA PUBLIC SCHOOLS	797 Latchkey Program for MV	2,500.00
11	496	10/04/2023	433	RUMPLESTILTSKIN PRESS	Curriculum resources for Theater classes	29.95
11	497	10/04/2023	81079	JULIA GOLD	615-Sped-Per Diem- OKOTA Conference	108.00
11	498	10/04/2023	81327	BARBARA ANNETTE RICHARDSON	615-Sped-Per Diem- OKOTA Conference	108.00
11	499	10/04/2023	80742	BRIDGET HAILEY	621-Sped-Per Diem-ODMHSAS Conference	177.00
11	500	10/04/2023	3826	SECURITY BANK CARD CENTER INC	Technology Student Association-Membership fees	500.00
11	501	10/04/2023	70055	RAVEN SHURRA THERY	REIMB-BACKGROUND CHECK/TEST SITE MALFUNCTION	58.25
11	502	10/04/2023	80992	JENNIFER WIEBE	REIMB BACKGROUND CHECK-TEST SITE EQUIPMENT ERROR	58.25

Sapulpa Public Schools
Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, PO Range: 359 - 999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	503	10/04/2023	70064	COLTER CAGLE	REIMB BACKGROUND CHECK COST-EQUIPMENT MALFUNCTION	58.25
11	504	10/04/2023	3826	SECURITY BANK CARD CENTER INC	Shooting Sports Equipment	250.00
11	505	10/04/2023	1421	TULSA GAS & GEAR	Shop Supplies	500.00
Non-Payroll Total:						\$313,595.50
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$313,595.50

Sapulpa Public Schools

Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, PO Range: 194 - 194, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	194	07/26/2023	2260	CREEK CO ELECTION BD SEC	ESTIMATED ELECTION COSTS	6,503.52
Non-Payroll Total:						\$6,503.52
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$6,503.52

Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, PO Range: 101 - 999, Fund Codes: 21

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
21	101	09/07/2023	1421	TULSA GAS & GEAR	Maintenance Supplies	600.00
21	102	09/08/2023	629	LOCKE SUPPLY	Maintenance Supplies	7,000.00
21	103	09/12/2023	8510	HD SUPPLY FACILITIES MAINTENANCE	District Custodial Supplies	20,000.00
21	104	09/14/2023	546	TEMPLE ENTERPRISES OF TULSA, INC.	Maintenance HVAC Supplies	700.00
21	105	09/18/2023	2069	LED USA.COM	Replacement lights for visitors side of stadium	690.00
21	106	09/18/2023	796	OKLAHOMA GAS & ELECTRIC CO	DISTRICT ELECTRICAL SERVICE	150,000.00
21	107	09/19/2023	2129	CECIL COX ENTERPRISES	Repair and Service-Grounds Equipment	500.00
21	108	09/19/2023	9622	WESTLAKE HARDWARE INC	Custodial Supplies	300.00
21	109	09/20/2023	629	LOCKE SUPPLY	HVAC Mini Split/Soccer/Track	1,420.76
21	110	09/20/2023	3158	WILLIAM A. HARRISON, INC.	Emergency HVAC and repair CC/All State Games	2,966.69
21	111	09/21/2023	3121	SUNBELT RENTALS, INC.	Outdoor Light Rental/football game, security	1,000.00
21	112	09/21/2023	2420	INTERMOUNTAIN LOCK & SECURITY	District door, locks, keys, closers etc supplies	2,000.00
21	113	09/21/2023	9112	BUILDERS SUPPLY, INC.	District door & lock supplies/maintenance	1,000.00
21	114	09/22/2023	4390	AAA TOOLS SALES & RENT	Equipment Rental/maintenance	500.00
21	115	09/25/2023	9554	ENVIRONMENTAL LOOP SVC	HVAC loop Freedom/replacing pumps	3,000.00
21	116	09/27/2023	39447	DAKTRONICS, INC	LABOR FOR REPAIR OF VIDEOBOARD	1,855.00
21	117	09/29/2023	39745	MICHAEL MORGAN	Repair ceiling rm500/High School	1,920.00
21	118	09/29/2023	9289	PATRIOT SECURITY	Security/fire alarm repair and replace	2,000.00
21	119	09/29/2023	546	TEMPLE ENTERPRISES OF TULSA, INC.	HVAC Parts and Supplies	2,100.00
21	120	10/02/2023	8280	SHERWIN WILLIAMS CO.	District Paint and supplies	500.00
21	121	10/04/2023	1056	ASSURANCE RESTORATION	Freedom/rm 110 wall repair & painting services	1,800.00
21	122	10/04/2023	360	STEINLEIN GROUP LLC	Grounds Equipment parts and supplies	1,000.00

Non-Payroll Total:	\$202,852.45
Payroll Total:	\$0.00
Balance Forward:	\$0.00
Report Total:	\$202,852.45

Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, PO Range: 44 - 999, Fund Codes: 22

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
22	44	09/15/2023	96696	ULINE	CN warehouse shelves, stretch wrap, hand trucks	3,000.00
22	45	09/15/2023	2420	INTERMOUNTAIN LOCK & SECURITY	Door handle keypad assembly for HS hall door	410.99
22	46	09/15/2023	3826	SECURITY BANK CARD CENTER INC	Misc. Food purchases for all sites, walmart	1,000.00
22	47	09/15/2023	99999	SAPULPA PUBLIC SCHOOLS	REIMBURSE GF FOR DIRECT CN EXP	140,607.00
22	48	09/15/2023	39347	TULSA FRUIT DBA GO FRESH	Fresh Produce Delivery for all sites, 1st Semester	15,000.00
22	49	09/19/2023	3628	ACCURATE FIRE EQUIPM CO.	HPE-yellow tagged fire suppression maintenance	1,991.38
22	50	09/19/2023	3826	SECURITY BANK CARD CENTER INC	CN Van for the HS, meal transport to Bartlett	7,000.00
22	51	09/22/2023	3656	S A PIAZZA & ASSOC. LLC	Commodity Processed Cheese for all schools	12,875.84
22	52	09/22/2023	3826	SECURITY BANK CARD CENTER INC	EPI - K12 Foodservice Equipment Show	530.00
22	53	09/22/2023	3063	CURTIS REST & SUPPLY	Steam Microwave Oven for HS	3,425.02
22	54	09/22/2023	7382	NELSON NISSAN LLC	CN van for HS transport of meals to Barlett	11,493.00
22	55	09/22/2023	1260	OSWALT RESTAURANT SUPPLY	Convection Gas Oven for Holmes Park Elementary	12,448.97
22	56	09/22/2023	1260	OSWALT RESTAURANT SUPPLY	Retherm Oven/Holding Cabinet for HS	12,528.00
22	57	09/26/2023	9314	LAMPROE CONSTRUCTION, INC	Concrete pad for CN warehouse generator	2,830.00
22	58	10/04/2023	3784	HAGAR RESTAURANT SERVICE, INC	Hot well repair at Jefferson Heights	2,182.93

Non-Payroll Total:	\$227,323.13
Payroll Total:	\$0.00
Balance Forward:	\$0.00
Report Total:	\$227,323.13

Sapulpa Public Schools
Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, PO Range: 8 - 999, Fund Codes: 32

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
32	8	09/07/2023	546	TEMPLE ENTERPRISES OF TULSA, INC.	CONDENSING UNIT HIGH SCHOOL	4,099.50
32	9	09/11/2023	96696	ULINE	CLASSROOM FURNITURE HS AG ROOM	6,565.00
32	10	09/15/2023	54139	VARSITY BRANDS HOLDING CO INC.	QUOTE #10576450 SOCCER AND BASEBALL UNIFORMS	14,739.50

Non-Payroll Total:	\$25,404.00
Payroll Total:	\$0.00
Balance Forward:	\$0.00
Report Total:	\$25,404.00

Sapulpa Public Schools

Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 9/1/2023 - 9/30/2023

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
098 INTEREST & FEES - BOND FUND	\$92.13	\$0.00	\$0.00	\$0.00	\$92.13	\$0.00	\$92.13
801 HS GRANTS	\$1,567.48	\$0.00	\$0.00	\$0.00	\$1,567.48	\$0.00	\$1,567.48
802 HS OFFICE	\$12,131.00	\$29.19	\$0.00	\$74.34	\$12,085.85	\$1,115.82	\$10,970.03
803 CREDIT RECOVERY	\$8,487.27	\$0.00	\$0.00	\$0.00	\$8,487.27	\$0.00	\$8,487.27
804 ID BADGE	\$2,313.84	\$0.00	\$0.00	\$0.00	\$2,313.84	\$1,650.00	\$663.84
805 HS ART	\$6,751.82	\$0.00	\$0.00	\$0.00	\$6,751.82	\$0.00	\$6,751.82
806 HS BAND	\$15,988.73	\$2,746.47	\$0.00	\$5,100.64	\$13,634.56	\$5,169.19	\$8,465.37
807 HS BAND BOOSTER CONCESSION	\$54,908.81	\$9,552.00	\$0.00	\$6,002.28	\$58,458.53	\$51,578.97	\$6,879.56
808 HS OKLAHOMA CLOSE UP	\$473.50	\$0.00	\$0.00	\$0.00	\$473.50	\$0.00	\$473.50
809 HS HOSPITALITY COMMITTEE	\$911.24	\$0.00	\$0.00	\$125.84	\$785.40	\$444.16	\$341.24
810 HS STAY(STUD TCH AIDS YOUTH)	\$445.06	\$0.00	\$0.00	\$0.00	\$445.06	\$0.00	\$445.06
811 HS COUNSELING OFFICE	\$5,261.81	\$0.00	\$0.00	\$0.00	\$5,261.81	\$0.00	\$5,261.81
812 HS BUSINESS PROF ASSOC (BPA)	\$444.91	\$35.00	\$0.00	\$71.12	\$408.79	\$178.88	\$229.91
814 HS AP EXAMS	\$2,788.56	\$0.00	\$0.00	\$0.00	\$2,788.56	\$908.15	\$1,880.41
815 HS FCCLA	\$1,506.75	\$280.00	\$0.00	\$302.79	\$1,483.96	\$921.85	\$562.11
817 HS LIBRARY	\$1,044.37	\$122.62	\$0.00	\$0.00	\$1,166.99	\$0.00	\$1,166.99
818 HS NATIONAL HONOR SOCIETY	\$6,001.49	\$0.00	\$0.00	\$1,039.50	\$4,961.99	\$2,145.50	\$2,816.49
819 GREEN-THUMB CHIEFTAINS	\$4,491.41	\$0.00	\$0.00	\$160.80	\$4,330.61	\$1,885.67	\$2,444.94
820 HS NAACP	\$392.60	\$0.00	\$0.00	\$0.00	\$392.60	\$0.00	\$392.60
821 HS SENIORS 2024	\$6,203.95	\$0.00	\$0.00	\$171.25	\$6,032.70	\$0.00	\$6,032.70
822 HS SENIORS 2025	\$4,969.06	\$0.00	\$0.00	\$0.00	\$4,969.06	\$700.00	\$4,269.06
823 HS SENIORS 2026	\$8,276.49	\$0.00	\$0.00	\$0.00	\$8,276.49	\$0.00	\$8,276.49
824 HS SCIENCE & ENGINEERING	\$33,786.66	\$0.00	\$0.00	\$0.00	\$33,786.66	\$0.00	\$33,786.66
825 HS SPANISH HONOR SOCIETY	\$601.08	\$696.00	\$0.00	\$0.00	\$1,297.08	\$285.00	\$1,012.08
826 HS SPECIAL ED/OLYMPICS	\$5,926.89	\$0.00	\$0.00	\$0.00	\$5,926.89	\$0.00	\$5,926.89
827 HS STUDENT COUNCIL	\$2,582.89	\$1,270.00	\$0.00	\$224.96	\$3,627.93	\$500.00	\$3,127.93
828 HS VOCAL MUSIC	\$10,214.93	\$920.00	\$0.00	\$835.00	\$10,299.93	\$2,963.00	\$7,336.93
829 HS AG ED & FFA	\$19,767.46	\$42,867.00	\$0.00	\$11,794.82	\$50,839.64	\$9,257.71	\$41,581.93
830 HS LYONS SPED	\$1,639.86	\$0.00	\$0.00	\$0.00	\$1,639.86	\$0.00	\$1,639.86
831 HS YEARBOOK	\$3,883.77	\$0.00	\$0.00	\$0.00	\$3,883.77	\$350.00	\$3,533.77
832 HS SIZEMORE SPED	\$789.33	\$0.00	\$0.00	\$0.00	\$789.33	\$0.00	\$789.33
833 HS FISHING TEAM/CLUB	\$584.85	\$0.00	\$0.00	\$0.00	\$584.85	\$0.00	\$584.85
835 HS BAND AUXILIARIES	\$10,657.03	\$510.00	\$0.00	\$0.00	\$11,167.03	\$9,382.00	\$1,785.03
836 HS BAND TRIPS	\$65,700.60	\$18,991.69	\$0.00	\$11,058.90	\$73,633.39	\$30,513.08	\$43,120.31
837 HS BAND GRANTS	\$54,650.75	\$0.00	\$0.00	\$13,074.61	\$41,576.14	\$6,393.74	\$35,182.40
838 HS PING PINGS	\$2,631.03	\$0.00	\$0.00	\$0.00	\$2,631.03	\$2,109.95	\$521.08
840 HS INDIAN PARENT COMMITTEE	\$1,026.93	\$0.00	\$0.00	\$0.00	\$1,026.93	\$0.00	\$1,026.93
841 HS SAPULPA INDIAN CLUB	\$5,834.96	\$0.00	\$0.00	\$0.00	\$5,834.96	\$1,200.00	\$4,634.96
842 HS KEY CLUB	\$183.83	\$0.00	\$0.00	\$0.00	\$183.83	\$0.00	\$183.83
843 HS GSA, GAY STRAIGHT ALLIANCE	\$68.71	\$0.00	\$0.00	\$0.00	\$68.71	\$0.00	\$68.71
844 HS PRODUCTIONS	\$7,667.72	\$15.00	\$0.00	\$0.00	\$7,682.72	\$2,994.92	\$4,687.80
845 HS CULINARY ARTS	\$4,379.93	\$730.00	\$0.00	\$1,067.47	\$4,042.46	\$0.00	\$4,042.46
846 HS JROTC	\$37,516.35	\$1,082.00	\$0.00	\$4,598.46	\$33,999.89	\$3,665.11	\$30,334.78
848 HS SCHOOL NURSE	\$1,813.34	\$0.00	\$0.00	\$0.00	\$1,813.34	\$0.00	\$1,813.34
849 BACK-PACK FOOD PANTRY	\$3,786.36	\$0.00	\$0.00	\$626.99	\$3,159.37	\$673.01	\$2,486.36
850 LOCAL SCHOLARSHIPS	\$37,006.42	\$0.00	\$0.00	\$0.00	\$37,006.42	\$0.00	\$37,006.42
851 HS SENIOR GIRL EVENTS	\$4,821.31	\$0.00	\$0.00	\$0.00	\$4,821.31	\$0.00	\$4,821.31
852 HS FIRST ROBOTICS	\$18,255.61	\$0.00	\$0.00	\$0.00	\$18,255.61	\$9,487.12	\$8,768.49
854 HS INDIAN ED STAFF DEV	\$2,699.45	\$0.00	\$0.00	\$295.84	\$2,403.61	\$1,304.16	\$1,099.45
855 HS PHYSICS	\$1,684.22	\$0.00	\$0.00	\$0.00	\$1,684.22	\$0.00	\$1,684.22
856 E-SPORTS	\$2,385.95	\$250.00	\$0.00	\$0.00	\$2,635.95	\$1,100.00	\$1,535.95
857 JH OFFICE	\$674.34	\$2,239.59	\$0.00	\$152.80	\$2,761.13	\$1,804.86	\$956.27
860 JH LIBRARY	\$1,151.53	\$0.00	\$0.00	\$0.00	\$1,151.53	\$0.00	\$1,151.53
863 JH STUDENT COUNCIL	\$793.30	\$890.00	\$0.00	\$250.00	\$1,433.30	\$350.00	\$1,083.30
864 JH VOCAL MUSIC	\$770.66	\$60.00	\$0.00	\$60.00	\$770.66	\$0.00	\$770.66
866 JH YEARBOOK	\$6,534.95	\$0.00	\$0.00	\$0.00	\$6,534.95	\$3,048.00	\$3,486.95
870 JH ART	\$3,551.48	\$0.00	\$3,800.00	\$468.80	\$6,882.68	\$4,481.41	\$2,401.27

Sapulpa Public Schools

Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 9/1/2023 - 9/30/2023

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
871 JH TAPS	\$315.81	\$0.00	\$0.00	\$0.00	\$315.81	\$0.00	\$315.81
872 STEM JH MATH & SCIENCE	\$4,239.76	\$0.00	\$0.00	\$0.00	\$4,239.76	\$0.00	\$4,239.76
874 JR HIGH GRANTS	\$3,685.32	\$0.00	\$0.00	\$0.00	\$3,685.32	\$0.00	\$3,685.32
877 MS OFFICE	\$11,711.57	\$0.00	\$0.00	\$90.25	\$11,621.32	\$20.00	\$11,601.32
878 MS LIBRARY	\$330.39	\$0.00	\$0.00	\$0.00	\$330.39	\$289.22	\$41.17
879 MS STUDENT OF THE MONTH	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	\$0.00	\$200.00
880 MS STUDENT COUNCIL	\$1,657.89	\$0.00	\$0.00	\$0.00	\$1,657.89	\$0.00	\$1,657.89
881 MS YEARBOOK	\$513.22	\$0.00	\$0.00	\$0.00	\$513.22	\$0.00	\$513.22
882 MS ART	\$522.58	\$0.00	\$0.00	\$0.00	\$522.58	\$0.00	\$522.58
883 MS CHOIR	\$8,819.47	\$2,652.00	\$0.00	\$0.00	\$11,471.47	\$3,540.00	\$7,931.47
884 MS TECHNOLOGY STUDENT ASSOC.	\$0.00	\$100.00	\$0.00	\$0.00	\$100.00	\$0.00	\$100.00
886 MS NJHS	\$1,564.82	\$0.00	\$0.00	\$0.00	\$1,564.82	\$385.00	\$1,179.82
887 7TH/8TH GR VOLLEYBALL	\$636.33	\$0.00	\$0.00	\$0.00	\$636.33	\$0.00	\$636.33
888 MS GRANTS	\$14,107.28	\$0.00	\$0.00	\$0.00	\$14,107.28	\$0.00	\$14,107.28
892 SPED DIRECTOR	\$7.27	\$0.00	\$0.00	\$0.00	\$7.27	\$0.00	\$7.27
893 LIBERTY LIBRARY	\$1,336.52	\$0.00	\$0.00	\$0.00	\$1,336.52	\$0.00	\$1,336.52
894 LIBERTY MISC	\$4,268.72	\$0.00	\$0.00	\$120.21	\$4,148.51	\$1,175.00	\$2,973.51
895 LIBERTY FUNDRAISING	\$4,118.65	\$214.00	\$0.00	\$0.00	\$4,332.65	\$1,867.18	\$2,465.47
896 LIBERTY STEM CLUB	\$9,865.80	\$0.00	\$0.00	\$250.00	\$9,615.80	\$300.00	\$9,315.80
897 LIBERTY GRANTS	\$2,124.44	\$0.00	\$0.00	\$0.00	\$2,124.44	\$0.00	\$2,124.44
900 FREEDOM MISC	\$2,692.55	\$0.00	\$0.00	\$759.78	\$1,932.77	\$762.23	\$1,170.54
901 FREEDOM FUNDRAISING	\$31,133.42	\$6,992.66	\$0.00	\$1,207.93	\$36,918.15	\$4,264.34	\$32,653.81
902 FREEDOM LIBRARY	\$509.78	\$0.00	\$0.00	\$0.00	\$509.78	\$300.00	\$209.78
903 FREEDOM GRANTS	\$237.21	\$0.00	\$0.00	\$0.00	\$237.21	\$0.00	\$237.21
904 FREEDOM TAPS	\$19,996.21	\$17,767.00	\$0.00	\$1,619.18	\$36,144.03	\$4,380.79	\$31,763.24
907 JEFFERSON HTS MISC	\$5,658.46	\$1,941.00	\$0.00	\$307.33	\$7,292.13	\$2,192.67	\$5,099.46
908 JEFFERSON HTS FUNDRAISING	\$10,770.38	\$0.00	\$0.00	\$576.66	\$10,193.72	\$2,960.14	\$7,233.58
910 JEFFERSON HTS GRANTS	\$8,976.73	\$0.00	\$0.00	\$0.00	\$8,976.73	\$250.00	\$8,726.73
911 JEFFERSON HTS LIBRARY	\$3,007.12	\$41.85	\$0.00	\$0.00	\$3,048.97	\$470.00	\$2,578.97
919 HOLMES PARK MISC	\$3,952.88	\$0.00	\$0.00	\$272.46	\$3,680.42	\$1,227.54	\$2,452.88
920 HOLMES PARK FUNDRAISING	\$20,907.66	\$1,038.50	\$0.00	\$1,160.36	\$20,785.80	\$4,951.24	\$15,834.56
921 HOLMES PARK LIBRARY	\$5,545.55	\$0.00	\$0.00	\$0.00	\$5,545.55	\$100.00	\$5,445.55
922 HOLMES PARK GRANTS	\$842.19	\$0.00	\$0.00	\$0.00	\$842.19	\$174.95	\$667.24
928 REVOLUTIONARY DAYS	\$142.83	\$0.00	\$0.00	\$0.00	\$142.83	\$0.00	\$142.83
929 DISTRICT STEM	\$28,950.19	\$0.00	\$0.00	\$97.40	\$28,852.79	\$1,317.00	\$27,535.79
930 SAPULPA ACADEMIC CONF	\$267.36	\$0.00	\$0.00	\$0.00	\$267.36	\$0.00	\$267.36
931 BENEVOLENCE FUND	\$9,273.63	\$0.00	\$0.00	\$0.00	\$9,273.63	\$0.00	\$9,273.63
932 GT GRANTS	\$13,550.00	\$0.00	\$0.00	\$0.00	\$13,550.00	\$0.00	\$13,550.00
933 NOW (INTEREST INCOME)	\$47,968.34	\$6,129.73	\$0.00	\$0.00	\$54,098.07	\$0.00	\$54,098.07
934 DRIVERS EDUCATION	\$4,975.00	\$0.00	\$0.00	\$0.00	\$4,975.00	\$0.00	\$4,975.00
936 STEM-CAMP INVENTION	\$37,089.37	\$0.00	\$0.00	\$27,120.00	\$9,969.37	\$0.00	\$9,969.37
937 LATCHKEY	\$92,856.04	\$14,030.94	\$0.00	\$537.65	\$106,349.33	\$4,094.15	\$102,255.18
938 COLLINS FOUNDATION	\$27,119.25	\$0.00	\$0.00	\$0.00	\$27,119.25	\$0.00	\$27,119.25
939 EDUCATION FOUNDATION	\$134.90	\$0.00	\$0.00	\$0.00	\$134.90	\$0.00	\$134.90
940 SPARK	\$79,845.02	\$0.00	\$0.00	\$0.00	\$79,845.02	\$2,094.87	\$77,750.15
941 LOCAL SCH CHILD WELFARE	\$25,287.45	\$290.76	\$0.00	\$12,038.25	\$13,539.96	\$10,492.35	\$3,047.61
942 HOT SPOT INSURANCE	\$705.00	\$0.00	\$0.00	\$0.00	\$705.00	\$0.00	\$705.00
943 ALTERNATIVE SCHOOL GRANTS	\$113.04	\$0.00	\$0.00	\$0.00	\$113.04	\$0.00	\$113.04
944 CHILD NUTRITION BANQUETS	\$236.50	\$0.00	\$0.00	\$0.00	\$236.50	\$0.00	\$236.50
945 SPS FOOD SERV ASSOC	\$2,523.40	\$0.00	\$0.00	\$90.95	\$2,432.45	\$0.00	\$2,432.45
946 SOFT DRINK MONEY	\$9,059.43	\$712.42	\$0.00	\$2,736.45	\$7,035.40	\$2,080.68	\$4,954.72
947 ALTERNATIVE SCHOOL	\$3,040.85	\$200.00	\$0.00	\$314.58	\$2,746.27	\$309.67	\$2,436.60
949 CLEARING ACCOUNT	\$1,524.81	\$1,864.91	\$0.00	\$0.00	\$3,389.72	\$0.00	\$3,389.72
950 SERVICE CENTER	\$636.97	\$0.00	\$0.00	\$0.00	\$636.97	\$500.00	\$136.97
952 CHROMEBOOK INS/REPAIR	\$68,300.33	\$5,393.66	\$0.00	\$1,649.48	\$72,044.51	\$26,352.52	\$45,691.99
954 5TH GRADE ELEM BASKETBALL	\$3,731.60	\$0.00	\$0.00	\$0.00	\$3,731.60	\$0.00	\$3,731.60
955 CHIEFTAIN CARE	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00

Sapulpa Public Schools

Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 9/1/2023 - 9/30/2023

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
956 CENTENNIAL PLAZA PROJECT	\$1,973.34	\$0.00	\$0.00	\$0.00	\$1,973.34	\$0.00	\$1,973.34
957 HOMELESS	\$2,004.86	\$0.00	\$0.00	\$0.00	\$2,004.86	\$0.00	\$2,004.86
960 ATHLETIC SPORTS OVERALL	\$19,705.71	\$3,494.20	\$0.00	\$3,935.38	\$19,264.53	\$13,117.28	\$6,147.25
961 FOOTBALL BUDGET	\$19,864.92	\$250.00	\$0.00	\$3,424.25	\$16,690.67	\$9,396.70	\$7,293.97
962 BOYS BASKETBALL BUDGET	\$2,663.49	\$0.00	\$0.00	\$799.65	\$1,863.84	\$1,401.61	\$462.23
963 GIRLS BASKETBALL BUDGET	\$2,006.20	\$0.00	\$0.00	\$0.00	\$2,006.20	\$233.70	\$1,772.50
964 BASEBALL BUDGET	\$10,127.25	\$0.00	\$0.00	\$1,151.04	\$8,976.21	\$8,330.93	\$645.28
965 SOFTBALL BUDGET	\$4,760.87	\$0.00	\$0.00	\$0.00	\$4,760.87	\$100.00	\$4,660.87
966 WRESTLING BUDGET	\$2,506.99	\$0.00	\$0.00	\$0.00	\$2,506.99	\$184.50	\$2,322.49
967 TENNIS BUDGET	\$15.48	\$0.00	\$0.00	\$0.00	\$15.48	\$0.00	\$15.48
968 TRACK BUDGET	\$933.33	\$0.00	\$0.00	\$0.00	\$933.33	\$0.00	\$933.33
969 GOLF BUDGET	\$5,822.18	\$0.00	\$0.00	\$0.00	\$5,822.18	\$0.00	\$5,822.18
971 ATHLETIC - BOOSTER CLUB	\$117,659.92	\$21,434.39	\$0.00	\$13,175.37	\$125,918.94	\$31,553.24	\$94,365.70
972 CROSS COUNTRY BUDGET	\$7,158.67	\$2,705.00	\$0.00	\$1,610.64	\$8,253.03	\$3,988.22	\$4,264.81
973 BOYS SOCCER BUDGET	\$809.01	\$350.00	\$0.00	\$0.00	\$1,159.01	\$18.00	\$1,141.01
974 ATHLETICS - TRAINER	\$2,611.10	\$0.00	\$0.00	\$358.04	\$2,253.06	\$1,052.78	\$1,200.28
975 GIRLS SOCCER BUDGET	\$5,996.75	\$0.00	\$0.00	\$265.00	\$5,731.75	\$5,343.25	\$388.50
976 GIRLS VOLLEYBALL BUDGET	\$5,560.71	\$0.00	\$0.00	\$1,194.17	\$4,366.54	\$1,085.83	\$3,280.71
977 CHEER BUDGET	\$4,191.62	\$150.00	\$0.00	\$95.88	\$4,245.74	\$960.76	\$3,284.98
978 ALL EVENTS GATE	\$10,313.78	\$25,636.11	\$0.00	\$7,547.50	\$28,402.39	\$16,738.68	\$11,663.71
979 JR HIGH CHEER	\$177.20	\$0.00	\$0.00	\$0.00	\$177.20	\$0.00	\$177.20
983 DRUG TEST-PHYSICALS	\$8,808.04	\$5,358.13	\$0.00	\$975.00	\$13,191.17	\$557.00	\$12,634.17
985 SPONSORS 2022-2023	\$19,372.10	\$11,000.00	\$0.00	\$278.00	\$30,094.10	\$10,782.25	\$19,311.85
986 CHIEFTAIN CENTER CONCESSION	\$19,092.60	\$1,075.65	(\$3,800.00)	\$1,138.42	\$15,229.83	\$2,217.46	\$13,012.37
Total	\$1,419,200.17	\$213,929.47	\$0.00	\$144,454.47	\$1,488,675.17	\$342,474.99	\$1,146,200.18

**SAPULPA PUBLIC SCHOOLS
TREASURER'S SUMMARY
SEPTEMBER 2023**

	GENERAL FUND	BUILDING FUND	CH NUTR FUND	BOND FUND	SINKING FUND
BEG BALANCE	3,713,734.35	374,187.92	947,668.22	1,121,006.72	360,817.22
DEPOSITS	2,054,402.33	7,932.26	150,625.65	0.00	34,429.27
CHECKS ISSUED					
Current Year	3,113,985.23	161,536.88	336,197.60	26,783.33	0.00
Prior Year	14,143.59	2,481.25	0.00	10,465.63	0.00
Prior Month Voids	0.00				
END BALANCE	2,640,007.86	218,102.05	762,096.27	1,083,757.76	395,246.49
Last Yr Same Month	2,476,327.27	95,684.18	763,167.71	1,356,139.01	1,327,617.60
Gain or (Loss)	163,680.59	122,417.87	-1,071.44	-272,381.25	-932,371.11



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


Kenda Terrones, Treasurer

<u>GENERAL FUND</u>	PREVIOUS <u>TOTAL</u>	CURRENT <u>MONTH</u>	NEW <u>YR-TO-DATE</u>
<u>Local Revenue</u>			
Current Ad Valorem	26,763.11	0.00	26,763.11
Prior Ad Valorem	55,161.58	47,839.18	103,000.76
Homestead & In Lieu Tax	979.73	0.00	979.73
Interest Earned	181,899.27	23,570.90	205,470.17
5-Year Manufacturing Exemp	385,404.83	0.00	385,404.83
Rental of Facilities	0.00	0.00	0.00
Sale of Surplus Equipment	0.00	0.00	0.00
Insurance Recovery	0.00	5,870.00	5,870.00
Workers' Compensation	0.00	0.00	0.00
Misc Reimbursements	11,290.97	2,702.38	13,993.35
Donations and Contributions	6,000.00	0.00	6,000.00
Repayment from CNF	0.00	0.00	0.00
Repayment from Activity Fd	<u>152,673.14</u>	<u>140,607.00</u>	<u>293,280.14</u>
Local TOTALS	820,172.63	220,589.46	1,040,762.09
<u>County Revenue</u>			
Mill Levy	27,369.64	5,073.13	32,442.77
Mortgage Tax	<u>15,818.99</u>	<u>10,671.67</u>	<u>26,490.66</u>
County TOTALS	43,188.63	15,744.80	58,933.43
<u>State Revenue</u>			
Gross Production	31,268.12	10,895.15	42,163.27
Auto Tags	159,365.09	141,002.62	300,367.71
School Land	90,581.48	31,233.06	121,814.54
Tax Stamps & Other Misc	1,068.67	711.98	1,780.65
Farm Implement Tax Stamp	0.00	0.00	0.00
State Aid (Fdn. & Incentive)	1,319,783.38	1,319,783.38	2,639,566.76
Flexible Benefit	252,548.09	263,428.60	515,976.69
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	233,515.36	0.00	233,515.36
Driver's Education	0.00	990.00	990.00
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	5,940.00	5,940.00
Voc. Incentive Assistance	0.00	35,000.00	35,000.00

Okla Education Lottery Fund		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	State TOTALS	2,088,130.19	1,808,984.79	3,897,114.98
	<u>Federal Revenue</u>	<u>Y-T-D</u>	<u>CUR</u>	<u>Y-T-D</u>
FEMA		0.00	0.00	0.00
Title VII - Indian Ed (561)		63,938.63	0.00	63,938.63
JROTC		8,820.00	9,083.28	17,903.28
Title		148.14	0.00	148.14
Title I (511)		123,672.07	0.00	123,672.07
Title II Part A (541)		9,548.21	0.00	9,548.21
IDEA-B Flow Thru (621)		183,312.67	0.00	183,312.67
IDEA-B Preschool 3-5 (641)		8,780.67	0.00	8,780.67
Title 10 (596)		7,374.08	0.00	7,374.08
JOM (563)		8,198.74	0.00	8,198.74
CARES Act		266,152.11	0.00	266,152.11
Carl Perkins (421)		<u>33,470.25</u>	<u>0.00</u>	<u>33,470.25</u>
	Federal TOTALS	713,415.57	9,083.28	722,498.85
TOTAL GEN FUND		3,664,907.02	2,054,402.33	5,719,309.35
<u>BUILDING FUND</u>				
Current Taxes		3,822.24	0.00	3,822.24
Prior Taxes		7,878.01	6,832.26	14,710.27
In Lieu of Taxes		0.00	0.00	0.00
5-Year Manufacturing Exemp		55,042.44	0.00	55,042.44
Facility Rental		2,200.00	1,100.00	3,300.00
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	68,942.69	7,932.26	76,874.95
<u>CHILD NUTR FUND</u>				
Local (Meals, Interest, etc)		110,515.00	42,372.78	152,887.78
State Reimbursement		7,955.86	13,765.72	21,721.58
Federal Reimbursement		<u>32,213.77</u>	<u>94,487.15</u>	<u>126,700.92</u>
	Child Nutrition Fund TOTALS	150,684.63	150,625.65	301,310.28
<u>TOTAL GF/BF/CNF</u>		3,884,534.34	2,212,960.24	6,097,494.58
<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		18,991.49	0.00	18,991.49

Prior Taxes	40,216.50	34,429.27	74,645.77
In Lieu of Taxes	0.00	0.00	0.00
5-Year Manufacturing Exempt	273,488.78	0.00	273,488.78
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	332,696.77	34,429.27	367,126.04
<u>INSURANCE REIMBURSEMENT FUND</u>	0.00	0.00	0.00
GRAND TOTAL	4,217,231.11	2,247,389.51	6,464,620.62

UTILITIES COMPARISON 2021-22 TO 2023-24

	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 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%
July 22	9,184	5,611	50,686	5,534	95	71,110	71,110	31,984	31,984	81.75%
Aug 22	23,101	0	70,521	0	2,708	96,330	167,440	24,718	56,702	51.20%
Sep 22	16,071	10,170	86,958	5,048	2,891	121,138	288,579	31,053	87,756	43.70%
Oct 22	20,265	23,758	89,601	4,500	3,864	141,988	430,566	32,250	120,005	38.64%
Nov 22	16,960	20,012	83,509	6,191	7,809	134,481	565,047	26,089	146,094	34.87%
Dec 22	9,014	20,570	49,948	3,929	3,585	87,045	652,092	20,926	167,020	34.43%
Jan 23	30,375	13,946	51,219	2,827	42,875	141,242	793,335	51,703	218,724	38.06%
Feb 23	7,489	13,862	47,435	2,872	35,553	107,211	900,546	17,749	236,473	35.61%
Mar 23	14,512	14,203	49,340	3,749	31,279	113,082	1,013,628	34,160	270,634	36.42%
Apr 23	13,471	20,402	47,912	3,271	25,044	110,101	1,123,729	8,519	279,152	33.05%
May 23	15,673	18,697	47,452	5,981	11,253	99,056	1,222,785	2,701	281,854	29.95%
Jun 23	13,656	11,861	53,149	4,297	6,415	89,378	1,312,162	-378	281,475	27.31%
July 23	12,775	3,075		4,986	2,037	22,873	22,873	-48,237	-48,237	-67.83%
August 23	15,604	1,081	78,405	4,537	0	99,627	122,500	3,297	-44,940	-26.84%
Sep 23	11,196	9,589	94,208	4,416	67	119,475	241,975	-1,663	-46,603	-16.15%

2024 BOE Calendar

Date:

Time:

January 16, 2024

6:00 P.M.

February 13, 2024

6:00 P.M.

March 11, 2024

6:00 P.M.

April 08, 2024

6:00 P.M.

May 13, 2024

6:00 P.M.

June 10, 2024

12:00 P.M.

July 15, 2024

12:00 P.M.

August 12, 2024

12:00 P.M.

September 10, 2024

6:00 P.M.

October 14, 2024

6:00 P.M.

November 11, 2024

6:00 P.M.

December 09, 2024

6:00 P.M.

Sapulpa Public Schools

Residency Committee

2023-24

Site	Subject/Grade	Teacher	Mentor Teacher
SHS	English	Read Richards	Jeremy Lusk
SHS	History	Paul Bussert	Austin Hendrickson
SHS	Science	Sam Johnson	Sara Bacon
SHS	SPED	Gionni Harris	Kari Kearney
SHS	History	JT Rains	Charlie Dugan
SHS	SPED	Patricia Holland	Shelly Adams
SJH	Science	Hector Garcia	Derek Waits
SJH	History	Caroline Upthegrove	Zach Mark
SMS	Science	Diana Garr	Brandy Lusk
SMS	Counselor	Holly Grusendorf	Shelia Stewart
Freedom	Title I	Janene Hazelrigg	Megan Hurt
Freedom	Third Grade	Amber Lewis Sobwale	Alicia Gustafson
HPE	Counselor	Shawna Casper	Kim Castaldi
JHE	Pre-Kindergarten	Raven Thery	Bailey Bacher
JHE	SPED	Kayla Legrand	Christie Hurst
JHE	Fourth Grade	Kelli Thomas	Laura Beverly
JHE/Lib	Media Specialist	Trudi Riggs	Marika Haefner
Liberty	Fourth Grade	Colter Cagle	Marcus Flores

**Oklahoma State Regents for Higher Education
 Participation in Developmental Education in 2020-21
 2021 Oklahoma Public High School Graduates as Fall 2021 College Freshmen in Public Higher Education**

	Fall First-Tim e Degree-S eeking Freshma n Count	Science Developmenta l Student Count	Percent Scienc e	English Developmenta l Student Count	Percen t Englis h	Math Developmenta l Student Count	Percen t Math	Reading Developmenta l Student Count	Percent Readin g	Total Developmenta l Students	Percen t Total
SAPULPA	80	0	0%	7	8.8%	16	20%	9	11.3%	19	23.8%

Sapulpa Public School 2021-2022 Dropout Report

County/District/School IO33-Sapulpa	Oct. 1 st Enroll Gr. 9-12	HS Rate	Drop out Rate	Dropouts (Grade 7-12)			Dropouts By Age (Grade 7-12)								Dropout by Race (Grade 7-12)						Dropouts By Grade				
				Mal e	Femal e	Total	<1 3	1 3	1 4	15	16	17	1 8	19 -2 2	Hispani c	African Am.	Nati ve Am. .	Pacifi c Is.	Whit e	Two or Mor e	<9	9	10	11	12
505 - Sapulpa MS	0	N/A	***	***	***	***	0	***	0	0	0	0	0	0	0	0	0	***	***	0	** *	0	0	0	0
610 - Sapulpa JHS	348	***	***	***	***	***	0	0	0		0	0	0	0	***	0	0	0	0	***	** *	** *	0	0	0
705 - Sapulpa HS	894	3.8%	4.1%	22	15	37	0	0	0	** *	8	1 4	8	** *	***	0	***	14	12	6	0	0	9	1 3	1 5
District Totals	1242	2.8%	2.3%	25	16	41	0	***	0	5	9	1 4	8	**	***	0	***	15	13	7	** *	** *	9	1 3	1 5

*The High School State Dropout Report excludes students over 18 as of Oct. 1 of the previous year.

The *** symbol indicates data that have been redacted to protect student privacy.

Sapulpa Public Schools Capacity Levels & Availability		
School Site	Grade Level	Capacity
Freedom Elementary	PreK	60
Freedom Elementary	Kindergarten	60
Freedom Elementary	1st	60
Freedom Elementary	2nd	60
Freedom Elementary	3rd	72
Freedom Elementary	4th	72
Freedom Elementary	5th	72
Holmes Park Elementary	PreK	60
Holmes Park Elementary	Kindergarten	80
Holmes Park Elementary	1st	100
Holmes Park Elementary	2nd	100
Holmes Park Elementary	3rd	120
Holmes Park Elementary	4th	96
Holmes Park Elementary	5th	96
Liberty Elementary STEM Academy	PreK	20
Liberty Elementary STEM Academy	Kindergarten	40
Liberty Elementary STEM Academy	1st	40
Liberty Elementary STEM Academy	2nd	40
Liberty Elementary STEM Academy	3rd	48
Liberty Elementary STEM Academy	4th	48
Liberty Elementary STEM Academy	5th	48
Jefferson Heights Elementary	PreK	40
Jefferson Heights Elementary	Kindergarten	40
Jefferson Heights Elementary	1st	40
Jefferson Heights Elementary	2nd	40
Jefferson Heights Elementary	3rd	48
Jefferson Heights Elementary	4th	48
Jefferson Heights Elementary	5th	48
Sapulpa Middle School	6th	280
Sapulpa Middle School	7th	280
Sapulpa Junior High	8th	245
Sapulpa Junior High	9th	315
Sapulpa High School	10th	370
Sapulpa High School	11th	350
Sapulpa High School	12th	275
Capacity Levels for October 2023		

**SPECIAL SERVICES AGREEMENT BETWEEN
United Community Action Head Start & Sapulpa Public Schools
2023-2024**

This is a local agreement between Sapulpa Public Schools, hereinafter referred to as the local education agency (LEA), and United Community Action Head Start Program, hereinafter referred to as the local Head Start Program. The following information states the roles and responsibilities of parties regarding Head Start Program eligible children ages three through five identified as having disabilities in accordance with procedures established by the Oklahoma State Department of Education, Special Education Services (OSDE/SES) and by the Head Start Program Performance Standards (45 CFR 1304 Chapter XIII 1302). These regulations are promulgated under federal and state laws governing the education of children with disabilities.

This agreement is to describe the responsibilities of each entity, outline areas of cooperation and provide guidance for local cooperation, and coordination between and among all aforementioned parties in the implementation of the Disabilities Education Improvement Act (IDEA) 2007 and (45 CFR Chapter XIII), Head Start Program Performance Standards: 42 U.S.C. 9801 et seq., subchapter B of 45 CFR Chapter XIII is revised, 2016). Pertinent contact information for all agencies is included as Attachment A.

For the 2023-2024 School Year, Sapulpa Public Schools will utilize: Developmental Delay X , or Categorical, _____, eligibility for Head Start age children.

Sapulpa Public Schools is _____ is not X using Response to Intervention (RTI) for Head Start aged (3-5) children.

I. LEA RESPONSIBILITIES:

- A. The LEA ensures that IDEA Part B, Section 619, (preschool) funds received for the provision of services to eligible children with disabilities ages three through five who are served in the Head Start Program are expended in accordance with the requirements of the IDEA. Funds may be used for, but are not limited to, the following: cost of evaluation; materials and supplies; contractual arrangements for services when the Head Start Program has a qualified provider and/or the provision of qualified providers for IDEA Individualized Education Program (IEP) services.
- B. Upon referral from the Head Start Disabilities Services Manager or designee, the LEA shall provide a multidisciplinary team evaluation, when appropriate, for determination of the need for special education and related services under the IDEA.

- C. The LEA shall be responsible for the provision of procedural safeguards including due process and mediation procedures for any child determined to be eligible under the IDEA and enrolled in the Head Start Program.
- D. The LEA shall provide, through prior written notice of meetings, that the appropriate Head Start Program representative be directly involved and receive appropriate documentation throughout the process of referral, evaluation, IEP development, and/or placement of children with disabilities enrolled in the Head Start Program.
- E. The LEA shall ensure the provision of appropriate special education and related services to those eligible children with disabilities under IDEA enrolled in the Head Start Program. All IDEA services for which the child is eligible will be documented on the IEP with the responsible person(s)/agency specified for the provision of each service.
- F. The LEA will maintain and submit to the OSDE/SES the annual child count of IDEA eligible preschool children with disabilities served in the LEA and by the Head Start Program.

II. **LOCAL HEAD START RESPONSIBILITIES:**

- A. The Head Start shall provide screening and assessment for all children enrolled in the Head Start as required by Head Start Program Performance Standards 45 CFR 1304 and 1308, participate in Child Find activities under the IDEA with the LEA, and in coordination with the LEA shall provide parents with their rights under these programs.
- B. The Head Start shall provide all Head Start services to any child enrolled in Head Start who meets eligibility requirements in accordance with the Head Start Program Performance Standards.
- C. A Head Start representative will participate in the LEA referral procedures, multidisciplinary evaluation, IEP development, and implementation of the portions of the IEP's identified for the Head Start Program, and the IEP review as appropriate.
- D. The Head Start will provide a support system for families and children with disabilities through training, information dissemination and involvement in the program as well as collaboration with the LEA and other community services.
- E. The Head Start Disabilities Services Manager or designee shall work with the LEA for assurance of collaboration and coordination of services to preschool children with disabilities.
- F. The Head Start will provide the number of children receiving IEP services under the IDEA to the LEA for the child count report by October 1, annually.

- G. The Head Start agrees to provide and participate with the LEA in joint training of staff and parents as appropriate.

III. COORDINATION OF COST SHARING:

The local Head Start and Local Education Agency agreement will address planning of cost-sharing resources and funding to assure that integrated services are implemented in a manner which maintains State and Federal fiscal support for children with disabilities in these programs. The Head Start and the LEA agree to the following cost-sharing services (see Attachment B for examples)

IV. COORDINATION OF REQUIRED PAPERWORK:

To coordinate paperwork required by Head Start and the LEA special education program, the following process will be utilized:

- A. Parental consent must be obtained by the Head Start Program prior to referral to the LEA.
- B. The Head Start or the LEA will obtain parental consent for exchange of information between the two programs through use of the State of Oklahoma Standard Form: consent for Release of Confidential Information.
- C. The Head Start will release results of vision, hearing, developmental, health, and speech screenings as well as other relevant information as a part of the Head Start referral process developed in conjunction with the LEA.
- D. When Head Start refers a child for a multidisciplinary evaluation to the LEA, the LEA will first obtain parental consent, with assistance of the Head Start personnel as needed.
- E. The LEA special education program, with parental consent, will release copies of IDEA IEP's, multidisciplinary evaluations, multidisciplinary evaluation and eligibility team summary, necessary special education records and documentation of services provided to the Head Start.
- F. All personally identifiable information collected, used, or maintained by the Head Start will be kept in a secure manner, which prevents unauthorized access, in a central location adhering to confidentiality requirements under the Family Educational Rights and Privacy Act (FERPA) and state laws.

v. COORDINATION OF SCREENING:

In the coordination of screening between the Head Start and the LEA special education program, the following process is agreed upon:

- A. The LEA special education program and the Head Start will determine designated program personnel to be responsible for conducting screenings within each program to collaboratively implement requirements of the IDEA and Head Start Performance Standards (45 CFR 1308).
- B. This agreement will include the following time frame for completion of screening or transfer of information. The time frame includes the 45 calendar days timeline for screening of all children enrolled in the Head Start as mandated in the Head Start Performance Standards (45 CFR 1308).

One or more of the following methods has been considered: (Check one or more as appropriate)

- 1. Joint screening: -Screening will be conducted simultaneously by Head Start staff and LEA special education staff within the same location.
- 2. 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 the Head Start under Head Start Program Performance Standards, and the LEA special education program may complete required screening under the IDEA).
- 3. Shared Information-Screening will be provided for referrals as determined by both entities. Consent for release of information will be obtained at the time of screening.

vi. COORDINATION OF IEP REVIEW:

The Head Start and the LEA will conduct an IEP review at least annually or when a change of program or placement of a child is being considered. The parent, the Head Start staff or the LEA special education program staff at any time, may request a meeting. Procedural safeguards for notification will be followed.

VII. COORDINATION OF INSERVICE TRAINING:

The LEA and the Head Start program will agree to coordinate inservice training when feasible. Considerations for top priority training include:

1. IDEA procedural safeguards training for both entities
2. Overview of Head Start program requirements
3. Overview of LEA Special Education Program and requirements
4. Identified local training needs
5. Individual child needs.

VIII. TRANSITION

The LEA and Head Start Program will agree to coordinate transition of children with disabilities from the Head Start program to the LEA early in the school year of the child's last attending year in Head Start, no later than October. Meetings will be held between the LEA and Head Start program and child's family members in order to facilitate a smooth transition.

IX. RESOLUTION OF DISPUTE

In the event of disputes between the Head Start and the LEA special education program, the following process will be followed for resolution:

- A. The dispute will first be brought to the attention of the LEA special education director and the Head Start Director and/or the Head Start Disabilities Services Manager to seek resolution of the dispute.
- B. If the issue is not resolved, the matter will then be submitted in writing to the Head Start Director and the LEA special education director or the LEA superintendent to facilitate resolution.
- C. If the issue is not resolved, as described in section VIII.B, then the matter will be submitted in writing to OSDE/SES, for assistance in the resolution of any IDEA dispute between the Head Start and the LEA.
- D. If the issue is not resolved and is an issue under the Head Start Program Performance Standards 45 CFR 1308 the matter will be submitted in writing to the Administration on Children Families Region VI office or the American Indian/Alaska Native Programs Branch.

Signatures:

Kim K. Ricci
Head Start Director

9/25/2023
Date

~~Superintendent, LEA~~
Board President

Date

**ATTACHMENT A:
CONTACT INFORMATION**

Head Start Program Name: UCAP, Inc.
Head Start Director: Kim Rice
Head Start Director's
Email: krice@ucapinc.org

Head Start Disabilities Services Coordinator:
Heather Tennial
Head Start Disabilities Services Coord.'s
Email: h Tennial@ucapinc.org
United CAP Head Start Program Address: 501
6th Street, Pawnee, OK 74058
Disabilities Coordinator's Phone Number:
918-762-2561 ext. 385

UCAP Fax Number: 918-762-3712
Head Start Site: 404 S. Walnut, Sapulpa, OK
Head Start Site Phone Number: 918-224-1083
Head Start Site Fax Number 918-224-6731

LEA Superintendent: Robert Armstrong
Email: rarmstrong@sapulpaps.org
LEA Address: 420 N Main, Bristow, OK,
74010-2015
LEA Director of Special Services: Katherine
Stufflebeam
LEA Dir. Of Spec. Serv. Phone Number: 918-
224-3400 ext. 1115
LEA Dir. Of Spec. Serv. Email Address
kstufflebeam@sapulpaps.org

Oklahoma Head Start Collaboration Office
Paula Brown, Project Director
605 Centennial Blvd
Edmond OK 73013
Phone 405-949-1495
Fax 405-949-0955
Email: headstart@okacaa.org

ACF Federal Region VI Office
Kenneth Gilbert, Regional Program Manager
1301 Young Street, Ste 917
Dallas, TX 75202
Phone: (214) 767-9648
Fax: (214) 767-3743
Email: dallas@acf.hhs.gov

ACF/ACYF/Head Start Bureau/AI/ANPB
330 "C" Street, S.W., Room 2030 Main Office
Washington, D.C. 20047
Phone: (202) 205-8437
Fax: (202) 205-8436
AI/ANPB Toll-Free Phone: 877-876-2662

ATTACHMENT B:

EXAMPLES OF AREAS OF COST-SHARING

- Classroom assistants
- Transportation
- Adaptive equipment
- Assistive technology

UCAP, Inc. Head Start/Early Head Start
Permission for Referral to LEA/SoonerStart for Evaluation

Disabilities Coordinator info: Heather Tennial, Ph: 918-792-2561 ext. 385
email: htennial@ucapinc.org

This form is completed in conjunction with the Release of Confidential Information
CFSUPP-3, with both being sent to LEA or SoonerStart office. Send e-mail from COPA referral to
htennial@ucapinc.org

Center: _____ Teacher: _____

Child's Name: _____ DOB: _____

I, _____, (do) _____ (do not) _____
(Parent/Guardian Name) (mark one)

hereby give _____ Head Start/Early Head
(Name of Head Start/Early Head Start Center)

Start permission to refer my child _____ to the
(Child's Name)

_____ Public Schools/SoonerStart for further evaluation
(Name of LEA or Local SoonerStart Office)

and possible special or early intervention services.

(Parent/Guardian Signature) (Date)

(Teacher Signature) (Date)

Head Start/Early Head Start Use Only

Screening Results

ASQ-3 Indicate Score/Cutoff for each area:

Communication: ___/___, Gross Motor: ___/___, Fine Motor: ___/___,

Problem Solving: ___/___, Personal-social: ___/___/

Comments: _____ Date _____

ASQSE Indicate Total Score/Cutoff Score _____ / _____ /Date _____

Hearing _____ / _____ /Date _____ Vision _____ / _____ /Date _____

(Indicate Child Results/Pass Results for both Hearing and Vision)

Physical _____ Date _____

(Most Recent)

Dental _____ Date _____

(Most Recent)

Other _____ Date _____

EDUCATIONAL AGREEMENT

This Agreement is made this 9th day of October 2023 by and between Sapulpa Public Schools (hereinafter "District") and CREOKS Mental Health Services, Inc. (hereinafter "CREOKS").

RECITALS:

- A. CREOKS operates a private Crisis Stabilization Center, called Spring Creek Kids which serves Sapulpa and the surrounding communities, and which is located within the District's boundaries. At any given time school-aged children will be placed at the Crisis Stabilization Center on an emergent basis. CREOKS desires to obtain the District's educational services for qualified residential students participating in CREOKS' program. The District desires to provide educational services to qualified residential students participating in CREOKS' programs.

NOW, THEREFORE, the parties agree as follows:

1. For purposes of this Agreement, the term "qualifying" students shall mean students residing within a CREOKS facility who have enrolled in Sapulpa Public Schools, and "unqualified" students shall mean those not enrolled in the District including those who are unable to enroll due to serving an out-of-school suspension. Once the terms of the suspension have been met or the time of suspension has expired the student may enroll in the District.
2. The District agrees to provide educational services at the CREOKS Spring Creek Kids location, 27 E. Ross Ave Sapulpa, Oklahoma, to all qualified residential students for whom a homebound placement is determined to be the least restrictive environment.
3. In no event shall the District bear the cost or obligation of providing educational services to residential students from out-of-state school districts ("out-of-state residents"). CREOKS shall ultimately bear all costs of educational services provided to out-of-state residents by the District.
4. Procedural safeguards shall be followed for eligible children with disabilities in accordance with the Individuals with Disabilities Education Act (IDEA), which includes the requirements for individualized education programs (where applicable) and placement in the least restrictive environment, and with Section 504 Plan (504 Plan), if any, prepared by the student's school district of residence, prior to the student's admission to the District's program. The instructional program for each disabled student shall be in accordance with the provisions of his or her IEP or 504 Plan. CREOKS may have a representative present at the IEP or Section 504 team meeting to advise the team of any concerns or information CREOKS has to offer regarding the student's education needs and eligibility for related services. An advocate shall be provided by the District and represent the student's educational needs on the IEP or 504 Plan when the student is in OKDHS custody. Students who are English Language Learners (EL) shall be afforded assessment and program modifications as indicated under the Office of Civil Rights, U.S. Court of Appeals, 7th Circuit, which includes identification, assessment, and program modifications.
5. For any qualified residential students who are not residents of the District, District personnel shall notify the student's school district of residence immediately upon finding that the student requires special education and related services. District staff shall notify the student's school district of residence of the time, date, and location of the meeting for

the purpose of planning the student's IEP and subsequent review. CREOKS staff and District staff shall coordinate with the student's school district of residence as necessary to develop the student's IEP.

6. Within a timely manner of admittance, a team of professionals shall review the education needs of each qualified residential student participating in the District's educational services at a CREOKS site. The purpose of this review is to determine the student's educational needs and to develop an Individualized Education Plan (IEP) consistent with state and federal laws and regulations. The professional team shall include a teacher or appropriately qualified educator representative and be under the direction of the Superintendent or designee. The Superintendent or designee and a CREOKS representative shall develop a procedure to permit team members to communicate their recommendations and other relevant information to CREOKS staff on a regular basis. If the student has an IEP or Section 504 plan, the IEP or Section 504 Plan will serve as the basis for the student's Individualized Learning Plan (ILP). Each student's Individualized Learning Plan will describe the appropriate grade level curriculum, strengths needed, career goals, instructional time, and education setting for the student to progress toward participating in a full-day education program. Each student's Individualized Educational Plan (IEP) shall be implemented not later than ten (10) days from his or her admission and will be reviewed periodically thereafter. Each student's Individualized Learning Plan (ILP) shall be implemented on the fifth (5) day from his or her admittance to the program and will be reviewed periodically thereafter.
7. The District shall initially provide an education teacher, appropriately certified by the Oklahoma State Board of Education to provide educational services to qualified residential students at CREOKS Spring Creek Kids facility. The number of teachers may change according to need. The District will periodically reevaluate the number of teachers required in light of the number of qualified residential students in the CREOKS program. The District has the right to unilaterally reduce the number of teachers provided at the CREOKS facility if the District determines that appropriate educational services can be provided in a manner that does not adversely affect the delivery of appropriate educational services, including educational services provided pursuant to the student IEPs or 504 Plans.
8. The District will make every reasonable effort to provide a substitute to cover classes during the absence of a teacher assigned to the Spring Creek Kids and will assign substitutes, when available, in the same manner as substitutes assigned to the District's schools. If, however, after every reasonable effort by the District or its substitute provider, a substitute teacher cannot be found, it becomes the responsibility of Spring Creek Kids to provide coverage during the absence of the teacher at no additional cost to the District.
9. The District shall determine and coordinate which teacher(s) and other staff are assigned to the Spring Creek Kids site. Compensation, including wages and benefits, shall be provided to teachers assigned to CREOKS at the same rate and under the same conditions as provided to other teachers employed by the District.
10. Staff supplied by the District shall be evaluated by a District administrator. The evaluation process shall include the input of CREOKS assigned representative(s). In particular, CREOKS assigned representative(s) shall provide the District's designee with information regarding the teacher's compliance with treatment team attendance, interactions with CREOKS staff, and general classroom structure. District staff members

assigned to Spring Creek will cooperate with CREOKS personnel to ensure the smooth functioning of the District's education programs as part of the overall CREOKS Spring Creek Kids program.

11. CREOKS shall provide appropriate facilities and space of adequate size to accommodate the number of students assigned. CREOKS facilities shall meet accreditation standards of the State Board of Education for educational services and other existing applicable standards. The parties will comply with applicable safety and health standards.
12. The District shall provide current online curriculum, textbooks, workbooks, teacher guides, student devices, and other material of the nature and type utilized in the District's schools. In the event specialized instructional materials are requested, designated representatives of the District and CREOKS shall meet to discuss the materials requested, the relationship of the materials to the educational offering to students at CREOKS Spring Creek, and whether an agreement can be reached regarding the sharing of costs for specialized material. Absent a cost-sharing arrangement approved by both parties, the District has no obligation to furnish special materials not otherwise used or required by the District in its schools.
13. CREOKS will supply non-instructional materials, including pencils, erasers, paper, crayons, tape, glue, and similar materials. CREOKS shall also be responsible for providing and maintaining all classroom equipment including, but not limited to student and teacher desks, chairs, whiteboard, similar equipment, and student internet access as well as filters and controls. Additionally, CREOKS shall provide District staff access to a copier and computer with internet access and to the office equipment generally available to CREOKS staff.
14. The District shall assume the responsibility for the development and supervision of the curriculum taught at CREOKS Spring Creek.
15. CREOKS and District administration will develop a discipline policy and procedure outlining suspension, time-out, and detention procedures. The teacher will provide classroom management with assistance from CREOKS in severe disciplinary situations. At the District's request, CREOKS will remove disruptive students from the classroom. CREOKS will provide management for outside-of-classroom suspension, time-out, and detention during school scheduled time.
16. The District's teacher(s) will record students' grades, daily attendance, absences, and withdrawals in accordance with District board policy. This information will be provided to CREOKS personnel upon request. A local Educational Plan for educational services shall be developed and implemented in accordance and aligned with the mission and goals of the District and Special Facilities. CREOKS agrees to provide a locking storage cabinet at CREOKS Spring Creek Kids to which District personnel will have sole access for the storage of student records. CREOKS students shall earn credit for classes in which they are enrolled in the same manner as other students within the District. The District is responsible for making all reports, if any, required to be made to the Oklahoma State Department of Education or any other applicable authority. The District shall meet monthly (or as otherwise deemed feasible by the District) with CREOKS to discuss the facility's operations and the educational needs of the students in an attempt to communicate about issues and resolve issues raised by either party.
17. CREOKS shall assign specific clerical staff to coordinate enrollment information between its facility and the District, and CREOKS shall complete all necessary paperwork related

to certifying the residency of students placed in its facility so that the District may receive financial reimbursement for students as well as obtaining any necessary special education records from other school districts attended by students. CREOKS agrees to abide by all rules and regulations issued by the State Department of Education and specified by the District, including the District's Policies and Procedures for Special Education. CREOKS shall certify the placement of all students in its facility to the District and shall take any steps necessary to assure attendance of students at the daytime educational program provided by the District. CREOKS personnel will complete and provide the District daily enrollment forms, discharges, withdrawals, and other paperwork necessary for the District to secure financial reimbursement from the State of Oklahoma and other sources. All enrollment forms should be forwarded to the designated district-appointed person at the time of admission. CREOKS agrees to abide by all the rules and regulations issued by the State Department of Education related to certification of the residency of students and their attendance in the District's educational programs. CREOKS may provide personnel to assist each teacher in the monitoring of the classroom daily.

18. CREOKS shall certify the residence of all students to the District and shall take any steps necessary to ensure the attendance of residents at the daytime educational program provided by the District.
19. CREOKS personnel are required to maintain the same level of confidentiality concerning information about students as is required of District personnel. CREOKS personnel will maintain and release student data or records in their possession as required by Federal and State law and District policy, regulations, and guidelines. This shall include, but is not limited to, the Family Educational Rights and Privacy Act. The State of Oklahoma Standard Form – Consent for Release of Confidential Information – shall be utilized when appropriate to expedite the exchange of student records.
20. The parent(s) or legal guardian(s) of each student will be expected to sign a consent allowing the District to release education information to CREOKS.
21. The District shall have no responsibility for directly or indirectly financing any programs or services of CREOKS.
22. Prior to the commencement of educational services at CREOKS under this agreement, CREOKS agrees to furnish the District with a certificate of public liability insurance coverage, naming the District as an additional insured, in minimum amounts of \$25,000 to any claimant for any number of claims for damages to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$125,000 to any claimant for all other claims arising out of a single accident or occurrence, and \$1,000,000 for any number of claims arising out of a single accident or occurrence. The certificate shall require at least ten (10) days' notice to the District before cancellation of coverage for any reason. CREOKS agrees to maintain the said liability coverage in force during the entire term of this agreement.
23. The District shall provide Workers' Compensation insurance for each qualifying staff member who enters CREOKS property. In addition, the District shall provide CREOKS with proof of a General Liability Policy with limits of \$100,000 per occurrence and \$2,000,000 in aggregate. These insurance policies shall be kept in place for the duration of this Agreement. In the event of any change in the policy of coverage, the District shall provide such information to CREOKS; however, the general terms pursuant to this Paragraph may not be altered.

24. The District and its assigned staff shall release, indemnify, and hold harmless CREOKS and its employees and agents from any and all claims, liabilities, and actions that occur pursuant to any activity undertaken to effectuate the terms of this Agreement. This would include crimes, torts (excluding gross negligence), and other civil causes of action.
25. The term of this Agreement shall begin upon execution and shall terminate on the last day of the fourth quarter of the 2023-2024 school year. Educational services will coincide with the District approved calendar including all school closures. This Agreement may be modified by mutual agreement of the parties. The Agreement may be terminated, with or without cause by either party, upon thirty (30) days' written notice to the other.
26. The Agreement shall be governed by, interpreted, and construed in accordance with the procedural and substantive laws of the State of Oklahoma.
27. If at all possible, disputes arising regarding this Agreement shall be resolved through mediation.
28. The parties shall conduct their relationship and perform their duties under this Agreement in full compliance with applicable federal, state, and local laws, regulations, and ordinations.
29. This Agreement constitutes the entire agreement of the parties with respect to the subject matter thereof and may be amended in writing and signed by the parties.
30. It is expressly understood that the District is acting at all times in the role of an independent contractor to CREOKS. Nothing in this Agreement shall be construed to constitute the District as an agent or employee of CREOKS; nor shall anything contained in this Agreement be construed or constitute CREOKS as an agent of the District. CREOKS shall have no control or direction over the methods by which the District shall perform its services and functions under this Agreement. CREOKS shall have no liability for payroll taxes or benefits for the District's teacher and other employees.

Address for Notices to CREOKS:

CREOKS Health Services

27 E. Ross Ave.

Sapulpa, OK 74066

Address for Notices to District:

Superintendent of Schools

511 East Lee

Sapulpa, OK 74066

Executed the day and year first written above.

Name:

Title:

On behalf of the District, the Board of Education

Name:

Title:

On behalf of CREOKS Mental Health Services, Inc.

Sapulpa Public Schools ("Client" hereafter) hereby enters into this contract (the "Contract") for the use of facilities owned by St. John Mgmt LLC DBA 181 Ranch ("181 RANCH" hereafter) as provided below:

EVENT DATE: Apr 27, 2024

EVENT TYPE: Prom

RENTAL TIMES: 9am-11pm

CLIENT INFORMATION

Primary Contact Person: Deanna Hayes

Phone: 918-557-3938

Email: dhayes@sapulpaps.org

Company Name, if Applicable: Sapulpa Public Schools

Mailing Address: 511 E. Lee

City/State/Zip: Sapulpa, OK, 74066

Couples First and Last Name (Weddings): First Client Full Name and Second Client Full Name

Expected number of guests: 400

Additional Notes: Answer

Date Deposit Due: 10-01-2023 Deposit Amount: \$1,057.50

TERMS OF AGREEMENT: 181 RANCH hereby permits Client to occupy and use the facilities as described above according to the terms and provisions below. "Client" also refers to client's vendors, agents, guests and invitees as well as any other person included in their party.

GENERAL POLICIES & INFORMATION:

- 181 RANCH does not provide medical staff or medical coverage or security for Client utilizing facilities.
- All vehicles, motorbikes, etc. must be parked in the designated area
- Smoking and Vaping is permitted outdoors in designated areas only.
- Illegal drugs and firearms are not permitted on 181 RANCH premises.
- If an Act of God (tornado, earthquake, fire, hurricane, wind, flood, etc.) leaves 181 RANCH unusable, causing the Event to be canceled, 181 RANCH will refund the amount paid by Client to date. Under no circumstances will 181 RANCH be liable for any damages, (including but not limited to exemplary or incidental damages) in excess of previously made deposits.
- No article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire at the facility (e.g. Fireworks) is permitted on 181 RANCH premises.
- Subwoofers and amplified drums are not permitted on 181 RANCH properties, without consent.
- Outdoor music is limited at the discretion of 181 RANCH personnel. Excessively loud music, instruments, or any other disturbances will not be tolerated.
- 181 RANCH reserves the right to make modifications and updates to appliances, fixtures, décor, furniture, lighting, and landscaping.

- 181 RANCH is not responsible for any noise, distractions or interruptions caused by nature, humans, or manmade devices during any portion of the client's event.
- Glitter, rice, silly string, confetti, and gel-like substances are not permitted anywhere on 181 RANCH property, without prior consent. Fresh, loose dark flower petals cannot be used inside the barn. Silk flower petals may not be used any place outside but may be used inside the barn.
- Candles may only be used in glass containers. The top of the glass must go above the top of the flame.

DAMAGE TO PROPERTY OR LOSS WHILE ON PROPERTY:

- Client is responsible for any and all personal property brought onto 181 RANCH premises. 181 RANCH and its insurers shall not be liable for any damages or loss resulting therefrom.
- Client agrees to leave the facilities in the same condition as existed at the time of the start of Client's rental day.
- Client shall pay for any damages to the property (including theft) caused by Client, Clients Vendors and or Guests. Any amount up to \$500 will be deducted from damage deposit.
- After Clients event, should a post-event assessment reveal any of the following: Damages, missing property, excessive trash, excessive mess, or, other charges incurred by 181 RANCH due to non-compliance of contract rules, the Damage Deposit/Fee will not be returned.
- If no damages are determined, \$500 damage deposit will be credited back to client.
- If damages are discovered during or, post event, the following steps will take place: 1) Client will be notified in a timely manner. 2) Pictures of damage will be provided from 181 RANCH to Client. If the damages exceed the Damage deposit, 181 RANCH will provide Client with an invoice of the assessed damages and repair costs. Client will approve or provide payment for the excess damage costs within 10 business days of receipt of invoice.

DAY OF EVENT:

- Day of rental time begins as stated above. Client and client's belongings shall be cleaned and removed from the premises by time stated above.
- Client will be responsible for setting up tables, chairs, and any décor. If client selects in-house set up, a floorplan must be provided to 181 RANCH within two weeks of event date. 181 RANCH will not be responsible for moving or altering floorplan once set.
- Decorations are Client's responsibility.
- Client shall provide their own ladders, extension cords, or any other type of tool or equipment for set up.
- A 181 RANCH representative will be available by phone and on-site for the duration of the actual Event.
- Client is responsible for providing ice, cups, utensils, linens, pots, pans, plates, chafing dishes, napkins, ice chests, or any other catering item for use by Client, unless rented through 181 RANCH.
- 181 RANCH does not provide additional foliage beyond what is already in place. Client shall respect the natural foliage and not disturb it.
- DJ/entertainment vendors must stop within 30 minutes of event ending time.
- For on-site food preparation, the following policies must be followed: no cooking is permitted inside the venue, cooking equipment must be self-contained, fire lanes and all necessary entrance/exits must be left unblocked.

- Client must consult with 181 RANCH personnel to determine cooking location and manner of waste disposal.
- 181 RANCH reserves the right to eject or cause to be ejected from the facilities any objectionable person or persons. Neither 181 RANCH nor any of its officers, agents or employees shall be liable to Client or any of Client's guests or invitees for any damages that may result by 181 RANCH exercise of this right. The term "objectionable persons" shall include 181 RANCH policies, or violation of local, state or federal laws, make the normal and proper conduct of business or the Event or the enjoyment of the Event difficult or impossible for others.
- Clean up following the Event will be the responsibility of the Client, with the exception of the bathrooms and basic sweeping, which will be cleaned by 181 RANCH. Any spills, food messes, etc. must be cleaned and removed by Client.
- All of the rules concerning alcohol as outlined under the "alcohol" section apply to day before the Event rental.
- All food and beverages must be removed from the premises each night.
- Client must be off the premises by times listed above. No overnight sleeping or camping allowed on 181 RANCH premises.

RELEASE OF LIABILITY-INDEMNITY:

Client, its guests and invitees agrees to WAIVE, RELEASE, INDEMNIFY, HOLD HARMLESS, AND FOREVER DEFEND AND DISCHARGE ST. JOHN MGMT LLC, 181 RANCH, its owners, employees, equipment manufacturers and sponsoring agencies from all liability for any such personal injury, disability, death, proceeding cost, expenses or loss or damage to a person or property during the Event or any of the activities connected with the Event to the fullest extent of the law.

ALCOHOL:

- **RELEASE OF LIABILITY:** Client agrees to hold 181 RANCH, its agents, employees, and officers harmless in the event of alcohol-related injuries to Client or Client's guests attending or returning from Event.
- 181 Ranch is an OKLAHOMA ABLE COMMISSION LICENCED PREMESIS. As such, all alcohol for your event **MUST** be purchased from 181 Ranch.
- It is **ILLEGAL** to bring in any outside alcoholic beverages. Doing so voids your contract and we reserve the right to cancel your event.
- All underage drinking is strictly prohibited on 181 RANCH premises, even if provided by parents to their children.
- The serving of all alcoholic beverages will cease 30 minutes prior to event end.

AFTER EVENT:

- Client will be responsible for removing all décor and leftover food the night of the Event.
- 181 RANCH will be responsible providing all trash receptacles, trash bags, and restroom supplies during the Event. Client is expected to sweep, mop, or clean any large messes after the Event ends.
- Client is responsible for clearing off tables, breaking down and stacking tables and chairs near South double doors, unless paying for in house breakdown.
- Client is responsible putting trash in trash receptacles and removing all décor provided by Client.

FEE & DEPOSIT:

- Payment Schedule: Unless otherwise stated in the payment schedule below, Client shall pay the Contract Amount according to the following deposit date schedule:
 - At date of booking, a \$ \$1,057.50 non-refundable retainer is to be made.
 - Four weeks prior to event, remaining balance is to be 100% paid.
 - \$500 damage deposit is to be paid with final payment.
- 181 RANCH will charge Client a \$35 processing fee for each returned check.
- Online/Credit Card transactions will incur a 4% processing fee.
- Contracts shall not be sold or transferred to another party.
- Failure to receive payment at the appropriate due date will result in forfeiture of all contractual rights. Before cancellation, 181 RANCH will provide a written notice to Client. If no response is received within 48 hours from Client, the contract will be canceled.
- Contract price is final. Contract total will not be adjusted due to any price increase or decrease including any potential future promotions.

- **Cancellation of Event Date:**
 - In the event of a cancellation of the Event, written notice of cancellation must be delivered to 181 RANCH.
 - Once a written cancellation notice is delivered to 181 RANCH, this contract cannot be regenerated. If client desires to re-schedule the Event, a new contract must be entered and signed by the parties.
 - If the Event is canceled at any time after the date is six months or less prior to the Event Date, Client is obligated to pay the total remaining Contract Amount balance.

- **Rescheduling of Event Date:**
 - Written notice of postponement must be received by 181 RANCH.
 - If Client desires to postpone the Event and does so at any time after the date which is six months or less prior to the original Event Date, deposits previously made toward the original Event will not apply as credit toward the new event.
 - This Contract shall thereafter be null and void and a new one will be entered.
 - A new date must be selected no later than 30 days after written notice of postponement is received.
 - If Client desires to postpone the original Event Date and does so at any time prior to the date which is six months or more before the Event Date, and the new date selected is no more than 12 months after the date the written postponement notice is received, then all deposits previously made shall apply to the new event.
 - When rescheduling of a date occurs, the Client is obligated to pay the higher of the two prices.
 - Prices are subject to change. In the event of rescheduling, Client will be billed at current listed pricing.

Package/Payment/Fee Notes:

Prom- repeat customer	4230.00	Includes seating for 60
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I certify that I am an authorized representative of the Client and that I am authorized to enter into this Contract as the Client and on behalf of all persons included in the definition of the "Client" herein. Further, I agree to be personally responsible for the performance of all of Client's obligations of this Contract.

By INITIALING the box you agree/verify that you have read and understood 181 RANCH transfer and cancellation policies, all rules above , and any payments made towards your event are non-refundable.

DFH



Sara Fry
sara@181ranch.com

Signed: Aug 3, 2023

Deanna Hayes

Deanna Hayes
dhayes@sapulpaps.org

Signed: Sep 8, 2023

FUNDRAISERS 2023-24 School Year

SITE	CLUB	DATE OF EVENT	FUNDRAISER	HOW FUNDS WILL BE USED
SHS	Boys Basketball	10/15/2023	Blanket Sales	program needs and wants
Chieftain center	boys basketball	10/1/2023	small business banners & roster sponsors	program needs and wants DUPLICATE
Atwoods	boys basketball	10/15/2023	hot dog sales	program needs and wants
Sapulpa High School	classrooms 615 and 620	10/10/2023	Cox Communications Grant	to purchase 3 new paper shredders for their work study
Sapulpa HS	JROTC	10/26/2023	Chick-Fil-A Spirit Night Fundraiser	Marine Corps Birthday Ball
Sapulpa HS	JROTC	10/12/2023	Candy Sales (through Century Resources)	Marine Corps Birthday Ball
various	Boys basketball	10/15/2024	Concession sales	program needs and wants
Various	Boys basketball	10/16/2023	Local restaurant sponsor nights	program needs and wants
Chieftain Center	Boys basketball	11/1/2023	Cane's for a year raffle	program needs and wants
SHS	SHS Art	11/27/2023	Ceramic and Art Sale	Art supplies and entry fees
High School	Softball	10/10/2023	Selling spirit ribbons	General maintenance and expenditures for the facilities and players
High School	Business Professionals of America	10/17/2023	Sell Popcorn/Candy	Fall Leadership Conference and State Leadership Conference
SMS	Student Council	10/17/2023	We also would like approval for our Halloween dance (\$5 a ticket entry fee) and concession stand sales.	To revamp the 6th grade bathrooms. Also to fund holiday decorations
Sapulpa Middle School	Student Council	10/16/2023	Middle School Wear: Schoolwide design competition.	Stuco plans to revamp the 6th grade bathrooms and to decorate and pay for holiday decorations. Extra monies will be used to fund a dj for the Spring dance.
SJH	Wrestling	10/13/2023	Propel Fundraising	JH state - travel - Hotel Stay - Food - Entry Fees
High School	Boys Basketball	10/21/2023	Telethon	program needs and wants
Jefferson Heights	JHE	4/8/2024	Discovery Day	Funds will be used to purchase materials for Discovery Day (Eclipse) and for Mad Science to present a school wide assembly.

FUNDRAISERS 2023-24 School Year

SITE	CLUB	DATE OF EVENT	FUNDRAISER	HOW FUNDS WILL BE USED
SHS	Girls Basketball	10/10/2023	Sponsorship Signage	Team Meals, Team Misc, Team Gear
SHS	Girls Basketball	10/15/2023	Signage Sponsorsip	Team needs; Meals. Gear, Equipment, Office Supplies, Decorations
Shs	Girls Basketball	11/8/2023	Fan Pledge	Team needs; Meals. Gear, Equipment, Office Supplies, Decorations
SHS	Girls Basketball	11/15/2023	Shoot-a-thon	Team needs; Meals. Gear, Equipment, Office Supplies, Decorations
SHS	Girls Basketball	1/19/2024	Buddy Ball	Special Chieftains Day
SHS	Girls Basketball	5/13/2024	Powder Puff	Summer Camps/ Banquet
Chieftain Center	Boys Basketball	12/15/2023	Featured raffle items at home games	program needs and wants
SHS	Ping Pings	11/1/2023	Pampered Chef Sales	The funds will assist with costs associated with state and national competitions.
Sapulpa High School	SHS & SJH Choirs	10/10/2023	World's Finest Chocolate	To help pay for choir trip/festival expenses.
Liberty STEM Academy	Library	11/6/2023	Scholastic Book Fair	The funds will be used to order new books for the library collection.
Liberty	Library	4/1/2024	Scholastic Book Fair	The funds will be used to order new books for the library collection.
Jefferson Heights	Library	11/13/2023	Scholastic Book Fair	The funds will be used to order new books for the library collection.
Jefferson Heights	Library	2/5/2023	Scholastic Book Fair	The funds will be used to order new books for the library collection.
Freedom Elementary School	Library Media Center	10/30/2023	Literati Fall Book Fair (1 Week)	The Fall 2023 Literati Book Fair funds will be used to purchase new library books and materials for the Library Media Center.
Freedom Elementary School	Library Media Center	2/26/2024	Literati Spring Book Fair (1 Week)	The Spring 2024 Literati Book Fair funds will be used to purchase new library books and materials for the Library Media Center.



SAPULPA PUBLIC SCHOOLS

FISCAL YEAR 2023-24

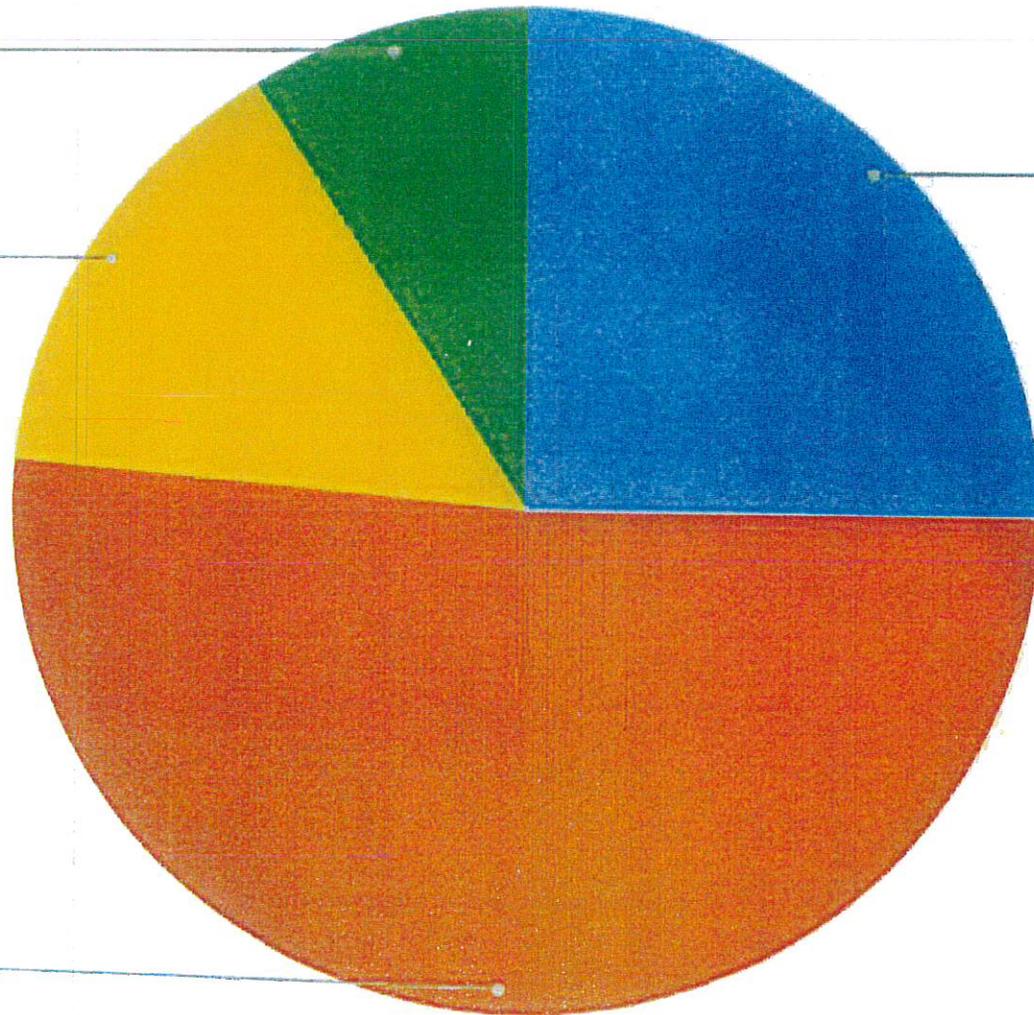
PROPOSED BUDGET

Carryover + Laps...
9.0%

Federal Sources
14.5%

State Sources
51.5%

Local and County...
25.1%



GENERAL FUND EXPENDITURE BUDGET

<u>Object</u>	<u>FY24 Budget</u>	<u>FY23 Actual</u>
Salaries - Certified	18,032,632	15,930,723
Salaries - Support	5,743,503	5,380,575
Benefits/Burdens - Certified	5,028,529	4,621,088
Benefits/Burdens - Support	1,679,447	1,574,644
Professional & Technical Services	376,199	427,327
Contracted Property Services	166,243	272,001
Other Contracted Services	552,174	640,670
Supplies & Materials	1,941,219	2,034,988
Property Expenses	58,770	57,058
Other(Final ARP Expenses)	<u>1,944,429</u>	<u>520,036</u>
Total	35,523,145	31,459,110

2023-24 General Fund Budget by Function

1000 Instruction	\$21,187,145
2100 Student Support	\$3,000,000
2200 Instructional Support	\$1,700,000
2300 General Administrative Support	\$900,000
2400 Instructional Administrative Support	\$2,600,000
2500 Business Support Services	\$1,300,000
2600 Operations and Maintenance Services	\$3,800,000
2700 Student Transportation Services	\$1,000,000
3300 Community Services	<u>\$36,000</u>
Total Budget by Function	\$35,523,145

Projected Fund Balance - General Fund

Annual Revenue	\$35,341,655
Prior Year Carryover	<u>\$3,528,857</u>
Total Revenue	\$38,870,512
Total Expenditures	<u>\$35,523,145</u>
Projected Fund Balance	\$3,347,367 (9.47%)



BUILDING FUND PROPOSED BUDGET

Projected Revenue	1,933,205
Carryover per EON	<u>512,926</u>
Total Revenue per EON	2,446,131
Proposed Expense Budget All under Function 2600 - Operations and Maintenance Services	
Utilities and Insurance	1,200,000
Purchased Property Services	700,000
Supplies & Materials	<u>100,000</u>
Total Expenses	2,000,000
Projected Fund Balance	446,131



CHILD NUTRITION PROPOSED BUDGET

Projected Revenue	1,993,180
Carryover per EON	864,421
Total Revenue per EON	2,857,601
Projected Expenses - All under Function 3100 Child Nutrition Services	
Salaries & Benefits	1,150,000
Services	300,000
Supplies & Materials	1,030,000
Total Expenses	2,480,000
Projected Fund Balance	377,601



Bonding Projections

<u>DATE OF ISSUANCE</u>	<u>GROSS GO BONDS OUTSTANDING¹</u>	<u>ESTIMATED SINKING FUND BALANCE</u>	<u>NET GO BONDS OUTSTANDING</u>	<u>ESTIMATED BONDING CAPACITY²</u>	<u>ESTIMATED PERCENTAGE O BOND CAPACITY</u>
12/1/2023	19,460,000	200,000	19,260,000	24,644,401	78.15%
7/1/2024	20,095,000	5,586,667	14,508,333	24,644,401	58.87%
7/1/2025	19,825,000	4,649,283	15,175,717	25,506,955	59.50%
7/1/2026	17,460,000	1,964,600	15,495,400	26,399,698	58.70%
7/1/2027	17,990,000	200,000	17,790,000	27,323,688	65.11%
7/1/2028	18,520,000	200,000	18,320,000	28,280,017	64.78%
7/1/2029	19,080,000	200,000	18,880,000	29,269,817	64.50%
7/1/2030	19,660,000	200,000	19,460,000	30,294,261	64.24%
7/1/2031	20,260,000	200,000	20,060,000	31,354,560	63.98%
7/1/2032	20,890,000	200,000	20,690,000	32,451,970	63.76%
7/1/2033	21,535,000	200,000	21,335,000	33,587,789	63.52%
7/1/2034	22,195,000	200,000	21,995,000	34,763,361	63.27%
7/1/2035	22,880,000	200,000	22,680,000	35,980,079	63.03%
7/1/2036	23,595,000	200,000	23,395,000	37,239,382	62.82%
7/1/2037	24,335,000	200,000	24,135,000	38,542,760	62.62%
7/1/2038	25,095,000	200,000	24,895,000	39,891,757	62.41%
7/1/2039	25,895,000	200,000	25,695,000	41,287,968	62.23%
7/1/2040	26,720,000	200,000	26,520,000	42,733,047	62.06%
7/1/2041	27,565,000	200,000	27,365,000	44,228,704	61.87%
7/1/2042	28,445,000	200,000	28,245,000	45,776,708	61.70%
7/1/2043	29,350,000	200,000	29,150,000	47,378,893	61.53%
7/1/2044	30,295,000	200,000	30,095,000	49,037,154	61.37%
7/1/2045	31,255,000	200,000	31,055,000	50,753,455	61.19%
7/1/2046	31,060,000	200,000	30,860,000	52,529,826	58.75%
7/1/2047	30,910,000	200,000	30,710,000	54,368,370	56.49%
7/1/2048	31,980,000	200,000	31,780,000	56,271,262	56.48%

¹ Includes authorized but unissued bonds.

² Based on 3.50% annual growth in the District's NAV and current millage adjustment factor for Creek County.

AIA® Document A133® – 2019

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

AGREEMENT made as of the 20 day of September in the year 2023
(In words, indicate day, month, and year.)

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

Sapulpa Public Schools ISD 19-033
511 East Lee Avenue
Sapulpa, OK 74066

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

Nabholz Construction Corporation
10319 East 54th Street
Tulsa, OK 74146

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

SPS Capital Improvements
Various campuses including, but not limited to the Sapulpa High School
3 South Mission Street, Sapulpa, OK 74066

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

Reed Architecture and Interiors, LLC
18 East Hobson Avenue
Sapulpa, OK 74066

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	GENERAL PROVISIONS
3	CONSTRUCTION MANAGER'S RESPONSIBILITIES
4	OWNER'S RESPONSIBILITIES
5	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
6	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
7	COST OF THE WORK FOR CONSTRUCTION PHASE
8	DISCOUNTS, REBATES, AND REFUNDS
9	SUBCONTRACTS AND OTHER AGREEMENTS
10	ACCOUNTING RECORDS
11	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
12	DISPUTE RESOLUTION
13	TERMINATION OR SUSPENSION
14	MISCELLANEOUS PROVISIONS
15	SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

To Be Determined by Amendment

§ 1.1.2 The Project's physical characteristics:

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

To Be Determined by Amendment

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

(Provide total and, if known, a line item breakdown.)

To Be Determined by Amendment

Init.

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

- .1 Design phase milestone dates, if any:
To Be Determined by Amendment
- .2 Construction commencement date:
To Be Determined by Amendment
- .3 Substantial Completion date or dates:
To Be Determined by Amendment
- .4 Other milestone dates:
To Be Determined by Amendment

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

To Be Determined by Amendment

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

To Be Determined by Amendment

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

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

To Be Determined by Amendment

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

Mr. Rob Armstrong, Superintendent of Schools
Mr. Johnny Bilby, Assistant Superintendent of Schools
511 East Lee Avenue
Sapulpa, OK 74066

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

Reed Architecture and Interiors, LLC.

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

Init.

.1 Geotechnical Engineer:

To Be Determined

.2 Civil Engineer:

Route 66 Engineering, LLC.
28 North Water Street
Sapulpa, OK 74066
(918) 248-1129

.3 Other, if any:

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

To Be Determined

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

David Reed, Principal
Reed Architecture and Interiors, LLC.
18 East Hobson Avenue
Sapulpa, OK 74066
(918) 902-7768
david@reed-architects.com

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

Joshua Rhea, Project Executive
Nabholz Construction Corporation
10319 East 54th Street
Tulsa, OK 74146
(918) 606-9382
Joshua.Rhea@Nabholz.com

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

Not Applicable

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

Per Applicable State Laws

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

To Be Determined by Amendment

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

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

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

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

§ 2.1.1 Construction Manager shall exercise the degree of care, skill and diligence in the performance of the Construction Manager's Work, to assure its Work is performed in a good and workmanlike manner, consistent with construction industry standards for similar projects and circumstances in the same geographic area (hereinafter the "Construction Manager's Standard of Care"). The Construction Manager shall be responsible for and have control over all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Construction Manager's Work under this Agreement, including all coordination of the duties of all trades, and shall furnish efficient business administration and supervision of the Work.

Construction Manager's Standard of Care specifically excludes any design or design-related responsibilities, and any action taken by Construction Manager under this Agreement does not and shall not be construed to approve, represent or warrant the adequacy and suitability of the plans and specifications for the purpose for which they are provided.

§ 2.1.2 To the extent the Owner requests that the Construction Manager provide services within its Standard of Care, such as value analysis and/or constructability suggestions or comments with respect to the Drawings and Specifications, Owner acknowledges that such services are advisory only and not professional design services. The Owner shall refer all suggestions and comments to the Architect or other design professionals for review and evaluation prior to Owner's acceptance thereof. The Owner further acknowledges that the Construction Manager is not responsible for adequacy of the drawings and specifications or for identifying errors or omissions that may exist therein. The Owner shall cause the Architect to revise the Drawings and Specifications to reflect all value analysis and constructability suggestions and comments accepted by the Owner without delay or disruption to the timely and orderly progress of the work. The contract sum and contract time may be adjusted upon the Contractor's review and pricing of the revised Drawings and Specifications.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests and the Construction Manager's Standard of Care. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents. Nothing herein shall negate Construction Manager's right to equitable adjustments in the Contract Time or Contract Sum in accordance with the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction (as amended), shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law;

Article 15, Claims and Disputes. The term "Contractor" as used in A201–2017 (as amended) shall mean the Construction Manager.

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

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

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

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall perform its Preconstruction Services consistent with the Construction Manager's Standard of Care. The Construction Manager does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

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

§ 3.1.3 Consultation

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

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

§ 3.1.3.3 The Owner and Architect shall consult with the Construction Manager in establishing building information modeling and digital data protocols for the Project to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

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

§ 3.1.5 Phased Construction

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

§ 3.1.6 Cost Estimates

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

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

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

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

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

§ 3.1.9 [Intentionally Omitted]

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

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 [Intentionally Omitted]

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

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

§ 3.1.12 Procurement

[Intentionally Omitted]

§ 3.1.13 Compliance with Laws

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

§ 3.1.14 Other Preconstruction Services

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

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

Budgeting, Value Analysis, Constructability Reviews, Generating Subcontractor Interest, Bidding, GMP Preparation, CMP Schedule.

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 When the Drawings and Specifications have been completed, the Construction Manager will solicit trade contractors for competitive bids in relevant trade categories. Upon completion of the bidding cycle, the Construction Manager shall propose a Guaranteed Maximum Price ("GMP"), which shall be the sum of the estimated cost of work, including contingencies described in Section 3.2.4 and the Construction Manager's Fee as described in Section 6.1.2, and General Conditions.

§ 3.2.2 The Owner and Construction Manager acknowledge that the Construction Manager will/has developed the Guaranteed Maximum Price based upon completed Contract Documents.

In the event that the Owner and Construction Manager agree that the Construction Manager will develop a Guaranteed Maximum Price before the completion of the Contract Documents, in that such Drawings and Specifications do not contain all details and requirements of the Work, the Guaranteed Maximum Price will be based on certain assumptions by the Construction Manager. To the extent that the Contract Documents are anticipated to require further development, the Construction Manager will include an allowance to be identified in the GMP Amendment for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, or any condition which was not reasonably anticipated by the Construction Manager's assumptions regarding the completion of the design, all of which, if required shall be incorporated by Change Order for additional cost and/or time as required. If the Contract Documents or final Drawings and Specifications require performance of the Work in any manner different from such assumptions, or contain changes in the scope of the Work to be performed by the Construction Manager, the Construction Manager shall as soon as practicable notify the Owner thereof and of the Construction Manager's estimate of the resulting increase or decrease in the Guaranteed Maximum Price. At such time as the Owner and the Construction Manager have agreed upon the effect of such difference and/or changes in the scope of the Work, a Change Order shall be issued substituting the finished Contract Documents for those described in this Agreement and the Guaranteed Maximum Price and Contract Time shall be adjusted as agreed by the parties. .

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

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.
- .6 The Date of Commencement of the Work shall be within ten (10) days of receipt of 1) Owner's Notice to Proceed, 2) the issuance of all applicable permits, and 3) Proof of adequate financing for the Work by the Owner and/or Owner's lender (in a form suitable to the Construction Manager shall include its), whichever is later.

§ 3.2.4 The GMP shall contain a mutually agreeable and separately identified contingency (the "Construction Contingency") for the sole use by the Construction Manager. The Construction Contingency is not allocated to any particular item of the cost of the Work and is established for the Cost of the Work incurred by the Construction Manager, including mitigation of weather impact, losses, expenses or damages not covered by insurance or bonds, low estimates or deviations from the estimated cost and overly aggressive scheduling, supply chain delays or shortage of properly skilled workforce. It is understood by the Parties that this contingency is not to be allocated to costs due to errors and omissions in

the Contract Documents or to remedy, correct or resolve any inconsistencies, ambiguities, errors or omissions contained within the Architect's work product on which the Construction Manager's Guaranteed Maximum Price was based.

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

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

§ 3.2.7 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, with the exception of reimbursable costs associated with Preconstruction Services, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the Owner may specifically authorize in writing.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents, provided the Architect clouds all changes to the Drawings and Specifications on which the Guaranteed Maximum Price was based.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.2.10 The GMP will be calculated based on current prices for component building materials. Contractor will use commercially reasonable diligence with respect to the selection and management of material suppliers and supply chains in an effort to minimize the risk of price increases or schedule disruptions; however, due to volatile market conditions, Contractor cannot warrant material prices or the timely performance of material suppliers. Should there be a significant price increase in the prices of the specified materials that are purchased after execution of the GMP Amendment, the Owner agrees that the GMP will be adjusted. A significant price increase means a change in price from the date of establishment of the GMP to the date of purchasing the materials by an amount exceeding five percent (5%). Such price increases shall be documented by available vendor quotes, estimates, invoices, catalogs, receipts or other documentation.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201-2017 (as amended), the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

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

§ 3.3.2 Administration

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

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

§ 3.3.2.3 Monthly Report

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

§ 3.3.2.4 Daily Logs

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

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

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

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

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

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

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

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements

and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents in a timely manner so as not to delay the Project schedule. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

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

§ 4.2 Owner's Designated Representative

The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. The Owner's representative shall render decisions promptly and furnish information expeditiously, to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017 (as amended), the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

§ 4.3 Architect

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

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

(Paragraph deleted)

The fee for preconstruction services shall be a lump sum of **Zero Dollars (\$0.00)**. Any miscellaneous costs associated with the delivery of preconstruction services (printing, advertising, travel, etc.) shall be invoiced at direct cost of the item without mark-up or profit for the Construction Manager. Preconstruction Services will be invoiced on a pro-rata monthly basis for the term of the preconstruction services as identified in Article 5.1.2.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Compensation for Preconstruction Phase Services shall be equitably adjusted if such services extend beyond **(506 (February 7, 2025))** days from the date of this Agreement or if the originally contemplated scope of services is significantly modified. If preconstruction services extend past the time frame identified, the following rates shall apply and will be billed on a timecard basis for those individuals working on this project:

Individual or Position	Rate
Preconstruction Manager	\$95.00/hr
Chief Estimator	\$75.00/hr

Init.

Senior Project Manager	\$95.00/hr
Constructability/Value Analysis Professional	\$90.00/hr
Project Manager	\$75.00/hr
General Superintendent	\$80.00/hr
Project Coordinator	\$50.00/hr
Clerical	\$35.00/hr
Model Integrator	\$55.00/hr

Owner acknowledges that the Charging Rates noted in this 5.1.2 are confidential and competitive to Construction Manager and shall not be disclosed to any third-party without advance written authorization of Construction Manager's Operations President. Should the date of commencement, as defined in the initial solicitation, be delayed through no fault of the Construction Manager, the Construction Manager reserves the right to substitute project team members from those originally proposed or be entitled to compensation for those team members per the rate schedule list above.

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

§ 5.1.3 [Intentionally Omitted]

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services will be in accordance with 5.1.1.

§ 5.2.2 Payments are due and payable

(Paragraphs deleted)

within 30 days of presentation of the Construction Manager's invoice without retainage. Payments due and unpaid shall bear interest from the date payment is due at the maximum rate allowed by applicable law.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

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

§ 6.1.2 The Construction Manager's Fee:

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

2.5%

§ 6.1.3 A lump sum equal to 2.5% of the Cost of the Work. The Construction Manager's Fee shall be adjusted for changes in the Work by zero percent (0%) for deductive changes and 5% for additive changes.

§ 6.1.4 [Intentionally Omitted]

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

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

\$0.00

§ 6.1.7 Other:

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

Init.

All unused Contingency and Allowances shall revert back to Sapulpa Public Schools

§ 6.2 Guaranteed Maximum Price

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

§ 6.2.1 [Intentionally Omitted]

§ 6.3 Changes in the Work

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

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

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

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

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

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

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Included in the Guaranteed Maximum Price

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

§ 7.1.1.1 The sum for General Conditions will be billed as a lump sum and paid in monthly installments commencing with the next calendar month following the date of commencement of construction of the Project and concluding on the date of completion of the Work. Payments will be pro-rated for part of a calendar month at the commencement of construction and the calendar month in which Final Completion occurs.

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

§ 7.1.3 [Intentionally Omitted]

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or at off-site locations or workshops.

§ 7.2.2 Salaries and burden of the Construction Manager's supervisory, project/operations management, executive, safety and administrative personnel when engaged in execution of the Work, whether at the site, at the Construction Manager's principal office or offices other than the site office. These person costs will be charged on an hourly basis and will be included in an agreed upon General Conditions costs.

§ 7.2.2.1

(Paragraphs deleted)

[Intentionally Omitted]

§ 7.2.3 [Intentionally Omitted]

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, collectively referred to as "Labor Burden", shall be charged at a flat rate of 49% of base wage, provided that such costs are based on wages and salaries included in the Cost of the Work as described herein. **Owner acknowledges that the Labor Burden rate set in this 7.2.4 is confidential and competitive to Construction Manager and shall not be disclosed to any third-party without advance written authorization of Construction Manager's Operations President.**

§ 7.2.4.1 The Contract Sum is based upon the Project not being subject to State and Federal Prevailing Wage Law. In the event that this Project becomes subject to State or Federal Prevailing Wage Law, the Contract Sum will be adjusted accordingly.

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

§ 7.3 Subcontract Costs

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

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

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

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

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

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Equipment owned by the Construction manager shall be rented at a rate not to exceed the standard rental rate in the geographical area in which the project is located.

§ 7.5.3 Costs of removal of debris and/or costs associated with diverting waste to a waste recycling center from the site of the Work and its proper and legal disposal.

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

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

§ 7.6 Miscellaneous Costs

§ 7.6.1 That portion of insurance including deductibles and bond premiums that can be directly attributed to this Contract and expenses for Subcontractor and Supplier Surety shall be reimbursed at the following rate: 1) Contractor's Subcontractor Supplier Default Insurance (SSDI) at one and a quarter percent (1.25%) of the Subcontractor/Supplier value; or 2) Contractor's actual premium cost for other Payment and Performance Bonds from the Subcontractors. At the Construction Manager's option, a combination of the above may be used. Application of SDI or surety bond shall be at the sole discretion of the Construction Manager.

The cost of the Construction Manager's insurance program shall be reimbursed at the rate of \$9.50 per thousand dollars of Contract Sum. Rates shall be subject to adjustment on the first day of each calendar year if required by the Construction Manager.

Builders Risk Insurance maintained by the Construction Manager at the rate of \$0.10 per thousand of Contract Sum per month to insure the components of the Project while under construction. If the construction type for the project classifies as wood frame or jointed masonry, different rates may apply.

Owner acknowledges that the information provided in this Section 7.6.1 is trade secret, proprietary, or otherwise confidential and competitive to Construction Manager, and shall not be disclosed to any third-party without advance written authorization of Construction Manager's Operations President.

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

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

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

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

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

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

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

§ 7.6.6 Costs for communications services, data lines, telephone service, electronic equipment, and software, directly related to the Work and located at the site.

§ 7.6.7 Costs of document reproductions, postage, and delivery charges.

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

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

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

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

§ 7.7 Other Costs and Emergencies

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

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

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

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

§ 7.7.5 **Warranty Reserve (CM at Risk).** A warranty reserve in the amount of **To Be Determined by Amendment (TBD%)** of the Cost of the Work will be established and included in the GMP Amendment(s) to cover the Construction Manager's cost for providing the warranty as outlined in the Contract Documents. The warranty reserve shall be deemed a Cost of the Work. In order to facilitate the final payment process, set forth in Article 11.2, the Construction Manager will bill the Owner a lump sum amount for the full warranty reserve at the time of final payment. The expenditure of the warranty reserve will not be subject to the audit provisions of this Agreement.

§ 7.8 Related Party Transactions

§ 7.8.1 [Intentionally Omitted]

§ 7.8.2 [Intentionally Omitted]

§ 7.9 Costs Not To Be Reimbursed

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

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7; and

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

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. If Construction Manager notifies the Owner of any discounts, rebates or refunds from subcontractors or vendors for early payment at the beginning of the Project, unless Owner elects to make payment early to take advantage of said discounts, the Construction Manager may choose to make payments and then accrue the discounts to the Construction Manager.

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

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

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

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

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

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

§ 10.2 The Contractor shall not be obligated to provide any services, information or documentation relating to its Work to auditors working on a contingency fee basis (auditor's fees calculated as a percentage of the client's net recovery), nor shall any reimbursement obligation otherwise required by the Contract Documents be applicable to Contractor when an auditor is hired by Owner on a contingency fee basis.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

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

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

As noted above

§ 11.1.3 Provided an Application for Payment is received by the Architect not later than the 1st day of the month, the Owner shall make payment to the Construction Manager not later than the 20th day of the **same** month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than 30 days after the Architect received the Application for Payment. Owner and Construction Manager agree that the terms outlined in 5.2.2 shall apply to this Article 11.1.3. An Application for Payment shall be deemed certified 14 days after submittal unless the Owner or Architect objects to all or part of the Application for Payment within 14 days of submittal.

§ 11.1.4 If required by the Owner, with each Application for Payment, the Construction Manager shall submit a detailed cost transaction report generated from the Construction Manager's accounting system, and upon request by the Owner or Architect, shall provide any other evidence reasonably required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed (1) progress payments already received by the Construction Manager, less (2) that portion of those payments attributable to the Construction Manager's Fee, plus (3) payrolls for the period covered by the present Application for Payment.

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

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

§ 11.1.5.2 Owner acknowledges that the Guaranteed Maximum Price applies in the aggregate to all categories and line items of the Cost of the Work. The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 [Intentionally Omitted]

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

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

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

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

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- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017 (as amended);
- .3 [Intentionally Omitted];
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017 (as amended);
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

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

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

If the manner of completion of the work, and its progress are and remain satisfactory for the Owner, and the Work is shown at fifty percent (50%) or more complete in the Application for Payment, without reduction of previous retainage, no further retainage will be withheld.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

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

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

§ 11.1.11 Except with the Owner's prior approval, payments to Subcontractors shall be subject to retention of not less than five percent (5%). Upon recommendation of the Construction Manager, a Subcontractor's retainage may be reduced by a percentage established and agreed upon by the Construction Manager. The full five percent (5%) retainage may be reinstated with respect to remaining payments for identified Subcontractors whose manner of completion of the work and its progress do not remain satisfactory to the Construction Manager and/or the Owner, or if any surety withholds its consent, or for other good and sufficient reasons. Notwithstanding any other provision herein, if the Subcontractor is required to provide a bond pursuant to Oklahoma Statutes Title 61, and when the Subcontractor's portion of the Work is at least fifty percent (50%) complete, the Subcontractor's retainage shall be two and one-half percent (2.5%) with respect to the balance of the work to be performed by the Subcontractor without reduction of the Subcontractor's previous retainage.

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

§ 11.1.13 The receipt by Construction Manager of a partial payment of any amount due to Construction Manager endorsed as payment in full will be deemed to be a part payment only, and any endorsements or statements on a check or other form of commercial paper, or any other document accompanying the payment, shall not be deemed an accord and/or satisfaction, notwithstanding such endorsements.

§ 11.2 Final Payment

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

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017 (as amended);
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

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

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

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

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

the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

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

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments are due and payable within 30 days of presentation of the Construction Manager's invoice. Payments due and unpaid shall bear interest from the date payment is due at the maximum rate allowed by applicable law.

(Paragraph deleted)

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017 (as amended). However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution.

§ 12.1.2

(Paragraphs deleted)

[Intentionally Omitted]

§ 12.2 Binding Dispute Resolution

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

(Check the appropriate box.)

- Arbitration pursuant to Article 15 of AIA Document A201–2017 (as amended)
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

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

ARTICLE 13 TERMINATION OR SUSPENSION

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

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

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in

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accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

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

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

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

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

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

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

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

§ 13.2.1 Termination

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

§ 13.2.2 Termination by the Owner for Cause

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

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

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

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

§ 13.2.3 Termination by the Owner for Convenience

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

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

2.5% of the Cost of Work performed on and before the date of the Termination for Convenience.

§ 13.3 Suspension

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

ARTICLE 14 MISCELLANEOUS PROVISIONS

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

§ 14.2 Successors and Assigns

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

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

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

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

§ 14.3.1.1 Commercial General Liability with policy limits of Two million dollars (\$ 2,000,000) for each occurrence and two million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of two million dollar (\$ 2,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits of one million dollars (\$ 1,000,000) each accident for bodily injury, one million dollars (\$ 1,000,000) each employee for bodily injury by disease, and one million dollars (\$ 1,000,000) policy limit for bodily injury by disease.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of two million dollars (\$ 2,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Limits

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

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

§ 14.3.2 Construction Phase

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

§ 14.3.2.1 The Construction Manager shall provide bonds if required in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents. Bonds may be obtained through the Construction Manager's usual source and the cost thereof shall be included in the Cost of the Work. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum.

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

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

§ 14.5.1 Owner acknowledges that Contractor is an independent contractor and the owner has no ownership or control over Contractor, a private entity. Contractor has not agreed to act as a custodian of public records for the Owner subject to the provisions of the Oklahoma Open Records Act. Owner further acknowledges and agrees that certain documents and information provided to Owner pursuant to the terms and conditions of this agreement may place Contractor and Owner at a competitive disadvantage if the information is disclosed by the Owner. 51 Okl. St. § 24A.10. In the event Owner receives a request for disclosure of records under the Oklahoma Open Records Act, or other request for disclosure

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pursuant to subpoena or other means, Owner shall provide notice of such request to Contractor within twenty-four (24) hours of receipt of the request, subpoena or demand, and shall not disclose such records without Contractor's written consent or unless Owner is ordered to disclose pursuant to court order.

§14.5.2 If Drawings are revised after the Drawings referenced in the Contract, the Owner shall have the Architect re-date all revised sheets and clearly identify all changes by bubble and delta number or other means acceptable to the Construction Manager and Owner. The Owner and Construction Manager acknowledge that it is difficult to determine and implement changes that are not so identified. Regardless if the Contract is amended to incorporate revised Drawings, the Guaranteed Maximum Price and Contract Time are subject to additional equitable adjustments for the cost and time impacts if implementing any changes not so identified.

§ 14.5.3 This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement bearing an original manual or electronic signature, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

§ 14.5.4 Owner and Construction Manager acknowledge and agree that the Guaranteed Maximum Price and Contract Time does not fully account for all cost impacts or schedule impacts (collectively "Impacts") associated with COVID-19, any other virus, disease, epidemic, pandemic, or public health crisis ("Epidemic"). Construction Manager cannot reasonably foresee or carry all necessary costs or contingencies for such Impacts. Therefore, if Construction Manager's work is delayed, suspended, disrupted, or otherwise adversely impacted, directly or indirectly, by an Epidemic, including but not limited to the following impacts: (1) material or equipment supply chain disruptions; (2) illness and related costs; (3) unavailability of labor or increased labor costs, including, but not limited to any labor shortage or increased labor costs resulting from loss of labor productivity, strike, labor force reduction required or created by the CDC or OSHA guidelines, regulations, or governmental order; (4) government orders, closures, changes in the law, or other directives or restrictions that impact the work or the Project site, including without limitation vaccine or testing mandates; or (5) fulfillment of Construction Manager's contractual obligations regarding safety specific to COVID-19, any Epidemic, or both, then Construction Manager shall be entitled to an equitable increase in the Guaranteed Maximum Price and Contract Time for all such Impacts.

ARTICLE 15 SCOPE OF THE AGREEMENT

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

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction (as amended)
- .5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

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

AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:

(Insert the date of the E234-2019 incorporated into this Agreement.)

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.7 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 (as amended) provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER (Signature)

Rob Armstrong, Superintendent of Schools
Larry Hoover, Board of Education President
(Printed name and title)



CONSTRUCTION MANAGER (Signature)

Justin Woolverton, EVP of Operations
(Printed name and title)

NabModel Version 01.03.2023

**School District
2023-2024 Estimate of Needs
and
Financial Statement of the Fiscal Year 2022-2023**

**Board of Education of Sapulpa Public Schools
District No. I-33
County of Creek
State of Oklahoma**

School

To the Excise Board of said County and State, Greetings:

Pursuant to the requirements of 68 O. S. 2001 Section 3002, we submit herewith, for your consideration the within statement of the financial condition of the Board of Education of Sapulpa Public Schools, District No. I-33, County of Creek, State of Oklahoma for the fiscal year beginning July 1, 2023, and ending June 30, 2024, together with an itemized statement of the estimated Income and Probable Needs of said School District for the ensuing fiscal year. We have separately prepared, executed and submit Financial Statements for the Fiscal Year so terminated, and Estimate of Requirements for the ensuing Fiscal Year, for such Sinking Fund, if any, as pertains to this District for the Bond, Coupon, and Judgment indebtedness, if any, outstanding and unpaid as of June 30, 2024, and also for the Sinking Fund of any disorganized District whose area or the major portion thereof is now embraced within the boundaries of this District; and this Certificate is as applicable thereto as if fully embodied therein. The same have been prepared in conformity with Statute.

Two copies of this Financial Statement and Estimate of Needs should be filed with the County Clerk not later than September 30 for all School Districts. One complete signed copy must be sent to the State Auditor and Inspector, 2300 N. Lincoln Blvd Room 100, Oklahoma City, OK 73105-4801 and one copy will be retained by the County Clerk. If publication may not be had by date required for filing, affidavit and proof of publication are required to be attached within five days after date of filing.

Prepared by: Bledsoe, Hewett & Gullekson CPAs

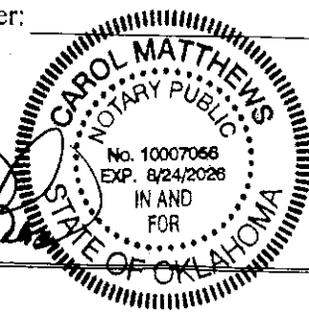
Submitted to the Creek County Excise Board

This 14 Day of August, 2023

School Board Member's Signatures

Chairman: _____	Clerk: <u>M Jones</u>
Member: _____	Member: _____
Member: _____	Member: _____
Member: <u>[Signature]</u>	Member: _____
Member: _____	Member: _____
Treasurer: <u>Kenda Jones</u>	Member: _____

[Signature]



CERTIFICATE OF EXCISE BOARD
ESTIMATE OF NEEDS FOR 2023-2024

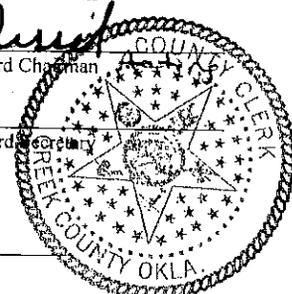
EXHIBIT "Y" Continued: Primary County And All Joint Counties		Levies Required and Certified: Valuation And Levies Excluding Homesteads			Total Required For 2023 Tax	
County	General Fund	Building Fund	Total Valuation	General	Building	
This County - Creek	35.78 Mills	5.11 Mills	\$ 241,048,287	\$ 8,624,708	\$ 1,231,757	
Joint Co.	0.00 Mills	0.00 Mills	\$ 0	\$ 0	\$ 0	
Joint Co.	0.00 Mills	0.00 Mills	\$ 0	\$ 0	\$ 0	
Joint Co.	0.00 Mills	0.00 Mills	\$ 0	\$ 0	\$ 0	
Joint Co.	0.00 Mills	0.00 Mills	\$ 0	\$ 0	\$ 0	
Joint Co.	0.00 Mills	0.00 Mills	\$ 0	\$ 0	\$ 0	
Joint Co.	0.00 Mills	0.00 Mills	\$ 0	\$ 0	\$ 0	
Joint Co.	0.00 Mills	0.00 Mills	\$ 0	\$ 0	\$ 0	
Joint Co.	0.00 Mills	0.00 Mills	\$ 0	\$ 0	\$ 0	
Joint Co.	0.00 Mills	0.00 Mills	\$ 0	\$ 0	\$ 0	
Joint Co.	0.00 Mills	0.00 Mills	\$ 0	\$ 0	\$ 0	
Joint Co.	0.00 Mills	0.00 Mills	\$ 0	\$ 0	\$ 0	
Joint Co.	0.00 Mills	0.00 Mills	\$ 0	\$ 0	\$ 0	
Joint Co.	0.00 Mills	0.00 Mills	\$ 0	\$ 0	\$ 0	
Totals			\$ 241,048,287	\$ 8,624,708	\$ 1,231,757	

Sinking Fund: 26.15 Mills

We do hereby order the above levies to be certified forthwith by the Secretary of this Board to the County Assessor of said County, in order that the County Assessor may immediately extend said levies upon the Tax Rolls for the year 2023 without regard to any protest that may be filed against any levies, as required by 68 O. S. 2001, Section 2869.

Signed at Sapulpa, Oklahoma, this 6 day of September, 2023

Excise Board Member
Russell Lamm
Excise Board Member

Excise Board Chairman
Andy Wiley
Excise Board Secretary


Joint School District Levy Certification for Sapulpa Public Schools 1-33

Career Tech District Number _____: General Fund _____
Building Fund _____
State of Oklahoma)
) ss
County of Creek)

I, _____, Creek County Clerk, do hereby certify that the above levies are true and correct for the taxable year 2023.

Witness my hand and seal, on _____

Creek County Clerk

PERSONNEL REPORT

October 09, 2023

SUPPORT PERSONNEL REPORT

EMPLOYMENT

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
Lori Duncan	Teacher Assistant/\$14.13 hr	September 18, 2023
Lily Daughtry	Paraprofessional/\$14.01 hr	October 02, 2023
Malachi Pfeiffer	Custodian/\$13.85 hr	September 18, 2023
Crystal Brown	Job Coach/\$15.33 hr	October 02, 2023

STIPENDS

<u>Name</u>	<u>Extra-Duty/Stipend</u>
Shannon Foyil	Latchkey Assistant/\$11.96 hr

REMOVAL OF STIPENDS

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

CHANGE OF STATUS

<u>Name</u>	<u>From</u>	<u>To</u>	<u>Effective Date</u>
Misty Jones	Board Clerk Stipend \$4,000	\$5,500	July 01, 2023
Darren Agler	Grounds/\$10.00 hr	Custodian/\$15.20 hr	September 29, 2023

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>
Celia Granillo	EL Tutor	Medical	October 02, 2023
Heather Trager	Bus Trager	Medical	August 23, 2023

LEAVE OF ABSENCE

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

RESIGNATIONS/RETIREMENTS

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
John Bard	Custodian	September 14, 2023
Shay Burris	Custodian	September 20, 2023

PERSONNEL REPORT

October 09, 2023

CERTIFIED PERSONNEL REPORT

EMPLOYMENT

FIRST-YEAR TEMPORARY CONTRACTS

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

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

(Pending Approval of Adjunct/Emergency Certification)

EXTRA DUTY ASSIGNMENTS/STIPENDS

<u>Name</u>	<u>Extra-duty Assignment/Stipend</u>
Tara Simpson	Site Travel/\$600
	Mentor Teacher/\$500
Bridget Hailey	Site Travel/\$600
Lindy Echeverria	Latchkey Assistant/\$20 hr
Allison Ruth	SMS NJHS Sponsor/\$500
Janet Johnson	CTE-Teacher SMS/\$2,200
Alex West	ELA Dept Head SMS/\$1,000
Shannon Lloyd	HS Yearbook Sponsor/\$2,000
	Teaching on Plan/\$6,717.34
Erin Niccum	Teaching on Plan/\$7,135.26
Jennifer Hudgins	Teaching on Plan/\$7,049.18
Robert Demers	FLL STEM (Botball)/\$1,200
Jennifer Wiebe	Asst Academic Coach/\$2,100
Christine Linder	Asst Robotics Coach/\$1,000

REMOVAL OF EXTRA DUTY ASSIGNMENTS/STIPENDS

<u>Name</u>	<u>Extra-duty Assignment/Stipend</u>
Allison Ruth	IPT SMS/\$800
Janet Johnson	Jr Botball Coach/\$1,200
Robert Demers	HPE Robotics/\$1,200

CHANGE OF STATUS

<u>Name</u>	<u>From</u>	<u>To</u>	<u>Effective Date</u>
Traci Bauer	172 days + 10 additional days	172 days + 12 additional days	August 01, 2023
Kay Lynn Honeywell	172 days + 10 additional days	172 days + 12 additional days	August 01, 2023
Michelle Ray	1 yr Experience/\$43,021.88	5 yr Experience/\$46,314.84	August 07, 2023

TRANSFER

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

FMLA REQUEST

<u>Name</u>	<u>Position</u>	<u>Reason</u>	<u>Effective Date</u>
Kelsey Philpott	Teacher	Maternity	September 18, 2023

RESIGNATIONS

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
Brooke Rhodes	Teacher	September 14, 2023
Ross Farabough	Teacher	September 26, 2023