

Regular Meeting of The Board of Education Independent School District Number 33,
Creek County
Thursday, November 9, 2023 10:00 AM
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 the BOE Meeting Minutes.
 - IV.A.1. 10.09.2023 Regular BOE Meeting Minutes.
 - IV.A.2. 10.25.2023-Special BOE Meeting Minutes (Bond 2023)
 - IV.A.3. 11.07.2023-Special BOE Meeting Minutes (Opioid Abatement Grant Application)
 - IV.B. Approval of the 2023-24 General Fund Purchase Order encumbrance numbers 506 through 627.
 - IV.C. Reapproval of 2023-24 General Fund Purchase Order number 11-430 for an increase.
 - IV.D. Approval of 2023-24 Building Fund Purchase Order encumbrance numbers 123 through 137.
 - IV.E. Approval of 2023-24 Child Nutrition Fund Purchase Order encumbrance number 59 through 64.
 - IV.F. Approval of the 2023-24 Bond Fund 31 Purchase Order encumbrance numbers 2 through 4.
 - IV.G. Approval of the 2023-24 Bond Fund 32 Purchase Order encumbrance numbers 11 and 12.
 - IV.H. Approval of the 2023-24 Bond Fund 34 Purchase Order encumbrance numbers 4 through 6.
 - IV.I. Approval of the monthly financial reports of the School Activity Funds account.
 - IV.J. Approval of the monthly financial report for the SPS Endowed Scholarship Accounts, Fund 81.
 - IV.K. Approval of the Treasurer's Report on the status of Funds and Investments.
 - IV.L. Approval of a new Activity Account for Junior High School Robotics, project 867.
 - IV.M. Approval of the 2023-24 School-Based Health Services Participation Agreement between OSDE and Sapulpa Public Schools.
 - IV.N. Approval of the 2023-24 IEP Agreements for four students with Tulsa Public Schools.
 - IV.O. Approval of the 2023-24 Clinical Rotation Agreement between Sapulpa Public Schools and Northeastern State University.
 - IV.P. Approval of the 2023 Aimright Geotechnical Services Agreement for Sapulpa PS Westside Baseball and Softball Complex.
 - IV.Q. Approval of the 2023 Fritz Land Surveying Services for Sapulpa PS Westside Baseball and Softball Complex.
 - IV.R. Acceptance of K&T Trucking & Site Clearing Inc. proposal for the demolition of the Sapulpa Youth Baseball practice fields as per attachment.
 - IV.S. Approval of the Music Theatre International Contract for the 2024 all-school musical.
 - IV.T. Approval of the 2023-24 Assistance League of Tulsa Betty Bradstreet Arts Education Award Agreement with Sapulpa Public Schools.
 - IV.U. Approval of the 2023-24 Oklahoma Department of Wildlife Conservation CoOp Agreement-Pass through Federal Assistance Grant for Sapulpa FFA Shooting Program.
 - IV.V. Approval of a generous donation of \$500 from Arvest's We Love Teachers Campaign to the Jr. High English Dept, Suemaya Taha.

- IV.W. Approval of a generous Classroom Scholarship in the amount of \$250 from Vision Care Direct, presented to Bartlett Academy Teacher Ryan Wright.
- IV.X. Approval of a generous donation of \$300 from Easy Stop Storage for Sapulpa Middle School.
- IV.Y. Approval of a generous donation of \$500 from Bison Electric to SPS Indian Education Department.
- IV.Z. Approval of a generous donation of \$450 from the Daughters of the Revolutionary War for SPS Revolutionary Day.
- IV.AA. Approval of a generous donation of \$200 from Chad and Deanne Oroark for the Chieftain Care program.
- IV.BB. Approval of a generous donation of \$1,000 from the Ministerial Alliance to the Chieftain Care program.
- IV.CC. Declaration of Surplus
 - IV.CC.1. Transportation
 - IV.CC.1.a. Bus 29 and Bus 940
 - IV.CC.1.b. Truck 211, Truck 250, and Truck 251
- IV.DD. Approval of Out-of-State Activity Trips as per attachment.
 - IV.DD.1. SHS Choir-Colorado Springs, CO
- IV.EE. Approval of Fundraisers as per attachment.
- V. Hearing from the Public
- VI. Information and Discussion Items
 - VI.A. Superintendent Comments
 - VI.B. Updating Procedure Page 312 Procurement Plan-CN Dept, first read
- VII. Action Items
 - VII.A. New Business - items not known or foreseen when agenda was posted.
 - VII.B. Discussion, motion, and vote on a motion to approve/disapprove the Annual Election Resolution to the County Election Board calling for the Annual School Election to be held for Board Position No. 4.
 - VII.C. Discussion, motion, and vote on a motion to approve/disapprove a generous donation from the Sapulpa Education Foundation for the 2023-24 Teacher Grants.
 - VII.D. Discussion, motion, and vote on a motion to approve/disapprove Vector Solutions Scenario Learning, LLC Agreement for SafeSchools Alert to Improve Campus Safety: Reduce harm, mitigate risk, and reduce liability to improve school safety for staff and students
 - VII.E. Discussion, motion, and vote on a motion to approve/disapprove the award for Construction Management of Sapulpa Public Schools Westside Baseball/Softball Complex.
 - VII.F. 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.F.1. Vote to convene in Executive Session.
 - VII.F.2. To acknowledge the Board has returned to Open Session.
 - VII.F.3. Statement of Executive Session Minutes.
- VIII. Personnel
 - VIII.A. Vote to approve/disapprove employing Personnel as per attachment.
 - VIII.B. Vote approve/disapprove of Kelli Thomas as an adjunct teacher for Elementary Education.
 - VIII.C. Vote approve/disapprove of Peggy Mussler as an adjunct teacher for ELA Grade 6-7.
 - VIII.D. Vote approve/disapprove of Leslie Whillock as an adjunct teacher for Elementary Education.
 - VIII.E. Vote approve/disapprove of Victoria Mollencupp as an adjunct teacher for Oklahoma History and Government.

- VIII.F. Vote to approve/disapprove FMLA for Shawna Keizor, effective October 11, 2023, through November 29, 2023.
- VIII.G. Vote to approve/disapprove FMLA Request for Amber Cline, effective October 18, 2023, through November 30, 2023.
- VIII.H. Vote to approve/disapprove FMLA Request for Cherie Cope, effective October 27, 2023, through November 27, 2023.
- VIII.I. Vote to approve/disapprove FMLA Request for Julie Rhoades, effective October 30, 2023, through November 28, 2023.
- VIII.J. Vote to approve/disapprove FMLA Request for Nichell Searcy, effective November 07, 2023, through December 15, 2023.
- VIII.K. Vote to approve/disapprove FMLA Request for Jennifer Reutlinger, effective February 29, 2024, through May 23, 2024.
- VIII.L. Vote to approve/disapprove FMLA Request for Melinda Estes, effective December 08, 2023, through March 01, 2024.
- VIII.M. Vote to accept Resignations received since the last board meeting.

IX. Adjournment

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
President Larry Hoover called the meeting to order at 6 p.m. Bartlett Principal Ashley Tselee introduced student Nathaniel Solidum to lead the Pledge of Allegiance.

II. Special Recognition

Superintendent Armstrong presented Jon, Rebecca LaFavers, Josh, and Rachel Porter with certificates for their support during the 2023 Bond.

III. Formal Adoption of the Agenda

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

Sarah Havenstrite: Absent

Larry Hoover: Yea

Steve McCormick: Yea

Wayne Richards: Yea

Melinda Ryan: Yea

Yea: 4, Nay: 0, Absent: 1

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.

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

Sarah Havenstrite: Absent

Larry Hoover: Yea

Steve McCormick: Yea

Wayne Richards: Yea

Melinda Ryan: Yea

Yea: 4, Nay: 0, Absent: 1

V. Hearing from the Public

None

VI. Information and Discussion Items

VI.A. Superintendent Comments

Superintendent Armstrong started his comments with exciting news of the Big Blue Band's trip to Flagstaff, AZ. They competed in the Bands of America regional competition, were champions in their 2A class, placed 7th overall, and won Outstanding awards in other areas. Volleyball is playing their regional games tonight. They won the first game and will play the winner of the next game in hopes of winning Regionals back to back. The first strategic meeting will be held tomorrow for the 2023 Bonds. Bids for the sale of the bonds will open later this month. Mr. Armstrong gave a big thank you to all who supported Sapulpa Public Schools.

VII. Action Items

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

None

VII.B. Discussion, motion, and vote on a motion to approve/disapprove the 2022-23 Operating Budget as presented.

To approve the 2022-23 Operating Budget as presented passed with a motion by Steve McCormick and a second by Melinda Ryan.

Sarah Havenstrite: Absent

Larry Hoover: Yea

Steve McCormick: Yea

Wayne Richards: Yea

Melinda Ryan: Yea

Yea: 4, Nay: 0, Absent: 1

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 Capital Improvements.

To approve the Standard Form of Agreement between Sapulpa Public Schools and Nabholz Construction Corporation for SPS Capital Improvements passed with a motion by Steve McCormick and a second by Wayne Richards.

Sarah Havenstrite: Absent

Larry Hoover: Yea

Steve McCormick: Yea
Wayne Richards: Yea
Melinda Ryan: Yea

Yea: 4, Nay: 0, Absent: 1

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.

To approve the signed Creek County Clerk copy of the 2023-24 EON as presented passed with a motion by Wayne Richards and a second by Melinda Ryan.

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

Yea: 4, Nay: 0, Absent: 1

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.

To convene into Executive Session as authorized by 25 O.S. Section 307(B)(1) of the Oklahoma Open Meeting Act at 6:34 p.m. passed with a motion by Steve McCormick and a second by Larry Hoover.

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

Yea: 4, Nay: 0, Absent: 1

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

President Larry Hoover acknowledged the Board's return to Open Session at 7:01 p.m.

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

The Board of Education went into Executive Session at 6:34 pm to discuss Personnel as listed and to conduct an ongoing evaluation of the Superintendent, as authorized by 25 O.S. Section 307(B)(1) of the Oklahoma Open Meeting Act. During the Executive Session, the Board discussed these

items and no other items. The Board returned to Open Session at 7:01 pm. Present in the Executive Session were Steve McCormick, Melinda Ryan, Wayne Richards, Larry Hoover, and Rob Armstrong. No action was taken. This constitutes the minutes of the Executive Session.

VII.F. Personnel

VII.F.1. Vote to approve/disapprove Employing Personnel as per Attachment. To approve Employing Personnel as per attachment passed with a motion by Steve McCormick and a second by Wayne Richards.

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

Yea: 4, Nay: 0, Absent: 1

VII.F.2. Vote to approve/disapprove FMLA for Kelsey Philpott, effective September 18, 2023, through December 15, 2023.

To approve FMLA for Kelsey Philpott, effective September 18, 2023, through December 15, 2023 passed with a motion by Steve McCormick and a second by Melinda Ryan.

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

Yea: 4, Nay: 0, Absent: 1

VII.F.3. Vote to approve/disapprove FMLA for Celia Granillo, effective October 02, 2023, through November 16, 2023.

To approve FMLA for Celia Granillo, effective October 02, 2023, through November 16, 2023 passed with a motion by Steve McCormick and a second by Melinda Ryan.

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

Yea: 4, Nay: 0, Absent: 1

VII.F.4. Vote to approve/disapprove FMLA for Heather Trager, effective August 23, 2023 through November 03, 2023.

To approve FMLA for Heather Trager, effective August 23, 2023, through November 03, 2023 passed with a motion by Steve McCormick and a second by Wayne Richards.

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

Yea: 4, Nay: 0, Absent: 1

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.

To approve authorizing Heather Trager to receive sick leave donations from other employees as authorized by Board Policy 736.2 Sick Leave Donation passed with a motion by Steve McCormick and a second by Wayne Richards.

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

Yea: 4, Nay: 0, Absent: 1

VII.F.6. Vote to accept Resignations received since the last board meeting.

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

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

Yea: 4, Nay: 0, Absent: 1

VIII. Adjournment

To adjourn at 7:04 p.m. passed with a motion by Wayne Richards and a second by Steve McCormick.

Sarah Havenstrite: Absent

Larry Hoover: Yea
Steve McCormick: Yea
Wayne Richards: Yea
Melinda Ryan: Yea
Yea: 4, Nay: 0, Absent: 1

Special Meeting of The Board of Education Independent School District Number
33, Creek County
Wednesday, October 25, 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 12:03 pm.

II. Action Items

II.A. Receive bids, consider, and award the District's \$3,460,000 General Obligation

Building Bonds, Series 2023B, to the successful purchaser.

To award the District's \$3,460,000 General Obligation Building Bonds, Series 2023B, to Huntington Securities, Inc. at the rate of 4.2278% passed with a motion by Wayne Richards and a second by Melinda Ryan.

Sarah Havenstrite: Yea

Larry Hoover: Yea

Steve McCormick: Absent

Wayne Richards: Yea

Melinda Ryan: Yea

Yea: 4, Nay: 0, Absent: 1

II.B. Possible consideration and vote to approve a resolution providing for the issuance of \$3,460,000 General Obligation Building Bonds, Series 2023B, by IndependentSchool District Number 33 of Creek County, Oklahoma, authorized at an election duly called and held for such purposes; prescribing form of bonds and providing for registration thereof, providing for a levy of an annual tax for payment of principal and interest on the same; approving a continuing disclosure agreement; approving and deeming final the official statement pertaining to the bonds; and fixing other details.

See attachment

To approve a resolution providing for the issuance of \$3,460,000 General Obligation Building Bonds, Series 2023B, by IndependentSchool District Number 33 of Creek County, Oklahoma, authorized at an election duly called and held for such purposes; prescribing form of bonds and providing for registration thereof, providing for a levy of an annual tax for payment of principal and interest on the same; approving a continuing disclosure agreement; approving and deeming final the official statement pertaining to the bonds; and

fixing other details passed with a motion by Wayne Richards and a second by Melinda Ryan.

Sarah Havenstrite: Yea

Larry Hoover: Yea

Steve McCormick: Absent

Wayne Richards: Yea

Melinda Ryan: Yea

Yea: 4, Nay: 0, Absent: 1

III. Adjourn

To adjourn at 12:09 pm passed with a motion by Wayne Richards and a second by Melinda Ryan.

Sarah Havenstrite: Yea

Larry Hoover: Yea

Steve McCormick: Absent

Wayne Richards: Yea

Melinda Ryan: Yea

Yea: 4, Nay: 0, Absent: 1

Special Meeting of The Board of Education Independent School District Number
33, Creek County
Tuesday, November 7, 2023 8:30 AM
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 8:30 a.m.

II. Action Items

II.A. Board to consider and take possible action on the Letter of Intent with Oklahoma Opioid Abatement Board to submit an opioid abatement grant award application for the 2023-2024 school year at no cost to the district as outlined in the attachment and authorize the Superintendent or designee to execute the Letter of Intent.

To approve the submission of an Opioid Abatement Grant Award application for the 2023-2024 school year at no cost to the district as outlined in the attachment and authorize the Superintendent or designee to execute the Letter of Intent passed with a motion by Melinda Ryan and a second by Wayne Richards.

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

Yea: 4, Nay: 0, Absent: 1

III. Adjourn

To adjourn at 8L:33 a.m. passed with a motion by Melinda Ryan and a second by Wayne Richards.

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

Yea: 4, Nay: 0, Absent: 1

Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, PO Range: 506 - 999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	506	10/04/2023	3826	SECURITY BANK CARD CENTER INC	MUSIC CURRICULUM SUBSCRIPTION-MUSIC CLASS	299.00
11	507	10/05/2023	3826	SECURITY BANK CARD CENTER INC	T.SLAGLE/ACT TESTING LICENSE FEE	2,781.00
11	508	10/05/2023	8318	AMAZON	Science Classroom Supplies/Lusk	200.00
11	509	10/05/2023	8318	AMAZON	Science Classroom Supplies/Shaban	250.00
11	510	10/05/2023	8318	AMAZON	Science Classroom Supplies/Garr	225.00
11	511	10/05/2023	3826	SECURITY BANK CARD CENTER INC	Registration for A4LE Symposium	2,500.00
11	512	10/05/2023	3826	SECURITY BANK CARD CENTER INC	Flights to A4LE Symposium	2,420.00
11	513	10/05/2023	3826	SECURITY BANK CARD CENTER INC	Kimpton Monoco Denver Hotel	5,200.00
11	514	10/05/2023	80013	LORI ARUNDELL	Travel Reimbursement	132.00
11	515	10/05/2023	80374	JOLENE M MARTIN	Travel Reimbursement	132.00
11	516	10/05/2023	80182	JEREMY LUSK	Travel Reimbursement	132.00
11	517	10/05/2023	80443	ALISHA A KIRK	Travel Reimbursement	132.00
11	518	10/05/2023	80784	DENZIL STAMPER	Travel Reimbursement	282.00
11	519	10/05/2023	80838	ASHLEY M TSELEE	Travel reimbursement	282.00
11	520	10/05/2023	1818	MERRIFIELD OFFICE SUPPLY	Prints of photos for WAC	228.00
11	521	10/06/2023	7089	HOLT TRUCK CENTERS OF OKLAHOMA,LLC	Bus 2 Heater Control Knob	186.00
11	522	10/06/2023	7089	HOLT TRUCK CENTERS OF OKLAHOMA,LLC	Bus 37 Upper Radiator Hose	141.00
11	523	10/06/2023	3826	SECURITY BANK CARD CENTER INC	Flights to JSerra and A4LE Symposium	3,200.00
11	524	10/06/2023	3826	SECURITY BANK CARD CENTER INC	Hotel in CA-J Serra	1,500.00
11	525	10/06/2023	80619	ROBERT L ARMSTRONG	Travel Reimbursement	124.50
11	526	10/06/2023	80024	JOHNNY BILBY	Travel Reimbursement	299.50
11	527	10/06/2023	80248	SETH A SHIBLEY	Travel Reimbursement	259.50
11	528	10/06/2023	80519	AMY M RIFF	Travel Reimbursement	649.50
11	529	10/06/2023	70043	MINDY ENGLETT	Travel Reimbursement	649.50
11	530	10/06/2023	3826	SECURITY BANK CARD CENTER INC	FCCLA State & Nat. Dues	900.00
11	531	10/10/2023	3826	SECURITY BANK CARD CENTER INC	BRYCE H./ IT DEPT/ PROJECTOR BULBS	400.00
11	532	10/10/2023	3171	TURNITIN, LLC	S.SHIBLEY/LICENSE/COMP & PROTECTION FEES	4,042.50
11	533	10/11/2023	7089	HOLT TRUCK CENTERS OF OKLAHOMA,LLC	Bus 39	369.24
11	534	10/11/2023	382	CUTTING EDGE ROBOTIC TECH, LLC	Plasma Table Equipment-CERT	700.00
11	535	10/11/2023	3826	SECURITY BANK CARD CENTER INC	National Indian Education Conference, Clyde Hotel	1,200.00
11	536	10/11/2023	3826	SECURITY BANK CARD CENTER INC	National Indian Education Conference	345.00
11	537	10/11/2023	80892	DEREK WAITS	Travel Reimbursement A4LE Symposium-Denver	132.00
11	538	10/11/2023	8318	AMAZON	Math Classroom Supplies/Shatswell	250.00
11	539	10/11/2023	80839	MICHAEL ROSE	Xpress Wellness Driver Physical	95.00
11	540	10/11/2023	2129	CECIL COX ENTERPRISES	Flat tire repair, white fleet tires	3,000.00

Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, PO Range: 506 - 999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	541	10/11/2023	3826	SECURITY BANK CARD CENTER INC	Library Student Enrichment	2,991.00
11	542	10/11/2023	80967	TRACI LYN BAUER	621-Sped-Mileage-ABA Conference	170.74
11	543	10/11/2023	3826	SECURITY BANK CARD CENTER INC	621-Sped-OSPA registrations	660.00
11	544	10/12/2023	30466	OKLAHOMA AUTISM NETWORK	621-Sped-Autism Assessment Team Course	550.00
11	545	10/12/2023	3826	SECURITY BANK CARD CENTER INC	GASOLINE-DISTRICT VEHICLES	21,000.00
11	546	10/12/2023	3826	SECURITY BANK CARD CENTER INC	CDE Resources and Equipment	1,000.00
11	547	10/12/2023	3826	SECURITY BANK CARD CENTER INC	Supplies for EL Parent Engagement	800.00
11	548	10/13/2023	3826	SECURITY BANK CARD CENTER INC	Sped-Pcard Supplies AMAZON WAL-MART DOLR TREE	500.00
11	549	10/13/2023	2560	HOUGHTON MIFFLIN HARCOURT	Read180 Classroom and Student Materials	9,922.50
11	550	10/16/2023	3826	SECURITY BANK CARD CENTER INC	Classroom Supplies WALMART AMAZON	1,000.00
11	551	10/16/2023	39438	PHONAK	621-Sped-Audiology Supplies	2,047.05
11	552	10/16/2023	2878	RIVERSIDE ASSESSMENTS, LLC	Gt Testing Materials	3,650.00
11	553	10/16/2023	153	ESS SOUTH CENTRAL, LLC	CONTRACTED SUB SERVICES	60,000.00
11	554	10/16/2023	1842	PREFERRED BUSINESS SYSTEMS, LLC	Annual PaperCut Renewal	3,115.01
11	555	10/23/2023	3826	SECURITY BANK CARD CENTER INC	Supplies for AP Art students AMAZON	600.00
11	556	10/23/2023	32081	TULSA PUBLIC SCHOOLS DISTRICT 1	011-Sped-IEP Service Agreement (LP)	15,201.58
11	557	10/23/2023	451	CHAD S. COLE	Final repairs for Bus 28	606.14
11	558	10/23/2023	2129	CECIL COX ENTERPRISES	Rear tires for all mini buses	3,113.20
11	559	10/23/2023	7089	HOLT TRUCK CENTERS OF OKLAHOMA,LLC	Repairs to bus 37	3,700.00
11	560	10/23/2023	80645	AMY J POWERS	615-Sped-Per Diem ODSS Conference (Powers)	58.00
11	561	10/23/2023	80267	KATHERINE A STUFFLEBEAM	615-Sped-Per Diem ODSS Conference (Stufflebeam)	58.00
11	562	10/23/2023	32081	TULSA PUBLIC SCHOOLS DISTRICT 1	621-Sped-IEP Service Agreements	78,124.56
11	563	10/24/2023	3826	SECURITY BANK CARD CENTER INC	621-Sped-AAC Communication Apps	700.00
11	564	10/24/2023	2014	BARCODES ACQUISITION, INC.	PRINTER RIBBON FOR BADGE MAKER-DISTRICT	207.00
11	565	10/25/2023	3826	SECURITY BANK CARD CENTER INC	Amazon	70.00
11	566	10/25/2023	3826	SECURITY BANK CARD CENTER INC	Amazon	200.00
11	567	10/25/2023	927	TULSA TECHNOLOGY CENTER	011-Sped-Tulsa Tech Paraprofessional Training	1,000.00
11	568	10/26/2023	7089	HOLT TRUCK CENTERS OF OKLAHOMA,LLC	Bus 37 Rear Brakes	750.00
11	569	10/26/2023	7089	HOLT TRUCK CENTERS OF OKLAHOMA,LLC	Bus 39 Rear Brakes	750.00
11	570	10/26/2023	3505	SOUTHERN TIRE MART, LLC	Tire changes for buses	200.00

Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, PO Range: 506 - 999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	571	10/26/2023	3826	SECURITY BANK CARD CENTER INC	Classroom supplies AMAZON WALMART	3,000.00
11	572	10/26/2023	3826	SECURITY BANK CARD CENTER INC	MAILING COSTS ADMINISTRATION	100.00
11	573	10/30/2023	456	02 COOL MANUFACTURING, LLC	Compressor Bracket (2nd set for Bus 37)	400.00
11	574	10/30/2023	3826	SECURITY BANK CARD CENTER INC	Laser Engraver Ventilation System	300.00
11	575	10/30/2023	456	02 COOL MANUFACTURING, LLC	Bus 37 Compressor Bracket	350.00
11	576	10/30/2023	3826	SECURITY BANK CARD CENTER INC	Staff Classroom Supplies	2,500.00
11	577	10/30/2023	3826	SECURITY BANK CARD CENTER INC	Cultural Supplies	2,500.00
11	578	10/30/2023	8318	AMAZON	English Dept. Classroom Supplies	1,000.00
11	579	10/30/2023	98	GE MONEY BANK/AMAZON.COM	SPED Classroom Supplies/Geiger	118.14
11	580	10/30/2023	3826	SECURITY BANK CARD CENTER INC	Replace Transmission in Band Box Truck	4,000.00
11	581	10/31/2023	3826	SECURITY BANK CARD CENTER INC	Cloud Badging for JH/HS Student IDs	480.00
11	582	10/31/2023	834	PERMA-BOUND	11-165 Library books	4,257.00
11	583	10/31/2023	7264	VENTRIS LEARNING, INC	UFLI Supplemental Curriculum	4,590.25
11	584	10/31/2023	60139	OSSBA	SCHOOL BOARD MEMBER TRAINING	1,000.00
11	585	10/31/2023	3826	SECURITY BANK CARD CENTER INC	S.SHIBLEY/VISITOR BADGES	665.00
11	586	10/31/2023	3826	SECURITY BANK CARD CENTER INC	Registration for PLC at Work	4,494.00
11	587	10/31/2023	80870	ALEXANDRIA WEST	Travel Reimbursement - PLC at Work	154.00
11	588	10/31/2023	80401	BRANDY L LUSK	Travel Reimbursement - PLC at Work	154.00
11	589	10/31/2023	80160	PATRICIA A KING	Travel Reimbursement - PLC at Work	154.00
11	590	10/31/2023	80100	KELLY A GEIGER	Travel Reimbursement - PLC at Work	154.00
11	591	10/31/2023	80740	TERRA LORRAINE RHOADS	Travel Reimbursement - PLC at Work	154.00
11	592	10/31/2023	3826	SECURITY BANK CARD CENTER INC	Hotel Registration - PLC at Work	3,600.00
11	593	10/31/2023	3826	SECURITY BANK CARD CENTER INC	OKSTE Conference Registration	875.00
11	594	10/31/2023	2988	EDMENTUM, INC	Exact Path: Program License	12,008.81
11	595	10/31/2023	80801	PETER A CARTER	Travel Reimbursement - PLC at Work	226.00
11	596	10/31/2023	201	NEARPOD INC.	Flocabulary Plus Site License	3,230.00
11	597	10/31/2023	1603	CEV	Student/Teacher Licences	3,700.00
11	598	10/31/2023	4016	COMMITTEE FOR CHILDREN	Second Step 1-year license	1,685.81
11	599	10/31/2023	39673	KUTA SOFTWARE	Pre-Algebra & Algebra question banks	690.00
11	600	10/31/2023	3826	SECURITY BANK CARD CENTER INC	S.ADAMS/SpEd/TEXTBOOKS	193.27
11	601	11/01/2023	1343	J.W. PEPPER & SON, INC.	G.MYERS/CHOIR/JW PEPPER/SHEET MUSIC/TESTS	1,500.00
11	602	11/01/2023	3826	SECURITY BANK CARD CENTER INC	J.BOYNE/SPANISH DEPT/YEARLY SUBSCRIPTION	59.88

Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, PO Range: 506 - 999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	603	11/01/2023	80996	MONICA HETTICK	REIMB-BACKGROUND CHECK COST	58.25
11	604	11/01/2023	9247	WHEELER METALS	Shop Projects Metals, Supplies, Equipment	2,500.00
11	605	11/01/2023	214	THE LINCOLN ELECTRIC COMPANY	Shop Supplies and Equipment-Lincoln Electric	1,000.00
11	606	11/01/2023	8318	AMAZON	Math Classroom Supplies/Supernaw	250.00
11	607	11/01/2023	30697	FEDEX	FedEx Freight Charge for 3-D Printers	82.00
11	608	11/01/2023	8318	AMAZON	Science Classroom Supplies/Williams	250.00
11	609	11/01/2023	31357	CDW GOVERNMENT, INC.	Google Annual Renewal	18,560.00
11	610	11/02/2023	501	ALPHA PLUS SYSTEMS, INC.	Math Curriculum Enhancements	18,037.50
11	611	11/02/2023	3826	SECURITY BANK CARD CENTER INC	Winter Guard International Registration Fee/WGI	1,000.00
11	612	11/02/2023	31315	WGPO	Winter Guard Registration	1,000.00
11	613	11/02/2023	3826	SECURITY BANK CARD CENTER INC	JOM Native American Day Incentive	440.00
11	614	11/02/2023	7089	HOLT TRUCK CENTERS OF OKLAHOMA,LLC	Bus 26 Manifold Pressure Sensor	350.00
11	615	11/06/2023	9836	MUNICIPAL ACCOUNTING SYSTEMS, INC	ADDITIONAL COST FOR IRS FORMS	700.00
11	616	11/06/2023	1803	TEACHER SYNERGY, LLC	English Class Supplies/Salazar	37.49
11	617	11/06/2023	80992	JENNIFER WIEBE	Mileage - BPA Advisory Meeting	85.15
11	618	11/06/2023	3826	SECURITY BANK CARD CENTER INC	Tipi poles-Indian Education	1,267.00
11	619	11/06/2023	3826	SECURITY BANK CARD CENTER INC	J.LUSK/AP PROGRAM/AMAZON/BOOKS	257.20
11	620	11/06/2023	3826	SECURITY BANK CARD CENTER INC	C.DUGAN/AP PROGRAM/AMAZON/BOOKS	509.94
11	621	11/06/2023	3826	SECURITY BANK CARD CENTER INC	A.RICE/SCI. DEPT/CAROLINA BIO SUPPLY	1,063.49
11	622	11/06/2023	3826	SECURITY BANK CARD CENTER INC	S. VEACH/SCI DEPT/AMAZON/CLASSROOM SUPPLIES	276.29
11	623	11/06/2023	3826	SECURITY BANK CARD CENTER INC	S.BACON/ SCI DEPT/BIO CORP/CLASSROOM	449.25
11	624	11/06/2023	3826	SECURITY BANK CARD CENTER INC	L.WARNER/SCI DEPT/AMAZON/CLASSROOM SUPPLIES	411.11
11	625	11/06/2023	3826	SECURITY BANK CARD CENTER INC	L. WARNER/SCI DEPT/AMAZON/CLASSROOM SUPPLIES	233.17
11	626	11/06/2023	3826	SECURITY BANK CARD CENTER INC	L. WARNER/SCI DEPT/AMAZON/CLASSROOM SUPPLIES	282.14
11	627	11/06/2023	3826	SECURITY BANK CARD CENTER INC	Special Education Student Enrichment - Amazon	1,171.00

Sapulpa Public Schools

Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, PO Range: 506 - 999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
					Non-Payroll Total:	\$354,947.16
					Payroll Total:	\$0.00
					Balance Forward:	\$0.00
					Report Total:	\$354,947.16

Sapulpa Public Schools

Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, PO Range: 430 - 430, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	430	09/18/2023	7089	HOLT TRUCK CENTERS OF OKLAHOMA,LLC	Bus 26 Diagnostics, replace booster lines	1,864.39
Non-Payroll Total:						\$1,864.39
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$1,864.39

Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, PO Range: 123 - 999, Fund Codes: 21

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
21	123	10/06/2023	3665	SCHINDLER ELEVATOR CORPORATION	Emergency Elevator Repair	1,200.00
21	124	10/06/2023	629	LOCKE SUPPLY	maintenance supplies-district	1,000.00
21	125	10/06/2023	3647	EMCO TERMITE & PEST CONTROL	Pest Control Services/JH & Woodlawn/ 4 rooms	500.00
21	126	10/10/2023	290	BERRY COMPANIES, INC.	Supplies for Grounds Equipment	600.00
21	127	10/11/2023	3826	SECURITY BANK CARD CENTER INC	Ron Martin/Travel/Door & Lock Classes	350.00
21	128	10/11/2023	3826	SECURITY BANK CARD CENTER INC	Intermountain Locke and Security/Training Classes	250.00
21	129	10/13/2023	8510	HD SUPPLY FACILITIES MAINTENANCE	District Custodial Supplies	20,000.00
21	130	10/13/2023	32	CINTAS CORPORATION	District Building Cleaning Supplies	7,000.00
21	131	10/24/2023	2228	TIER ONE LAWN	Weed Control: Admin, HS, CC, Soccer, Softball	4,000.00
21	132	10/26/2023	9622	WESTLAKE HARDWARE INC	Supplies for Maintenance	5,000.00
21	133	10/31/2023	39181	CARRIER ENTERPRISE, LLC	HVAC/Admin condensing unit	3,066.12
21	134	11/01/2023	3158	WILLIAM A. HARRISON, INC.	HVAC Repair Service	3,000.00
21	135	11/02/2023	9622	WESTLAKE HARDWARE INC	Supplies for Grounds	1,000.00
21	136	11/03/2023	5632	MARK'S PLUMBING PARTS	District Plumbing Parts	250.00
21	137	11/06/2023	3647	EMCO TERMITE & PEST CONTROL	Pest Control for Chieftain Center-termites	3,250.00

Non-Payroll Total:	\$50,466.12
Payroll Total:	\$0.00
Balance Forward:	\$0.00
Report Total:	\$50,466.12

Sapulpa Public Schools
Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, PO Range: 59 - 999, Fund Codes: 22

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
22	59	10/11/2023	30991	PLATINUM VENTURES, INC	Misc. smallwares and kitchen supplies, all sites	5,000.00
22	60	10/11/2023	7039	WES HEFLEY/2H REFRIDGERATION	Refrigeration Maintenance and Repair for all sites	5,000.00
22	61	10/12/2023	30760	SNA	SNA National and Oklahoma dues for 6 memberships	338.00
22	62	10/23/2023	4923	HOBART SALES & SERVICE	Repair HS dish machine	1,000.00
22	63	10/31/2023	1818	MERRIFIELD OFFICE SUPPLY	Jefferson Heights Kitchen Office Chair	109.99
22	64	10/31/2023	3826	SECURITY BANK CARD CENTER INC	Title fee for new HS van	31.00
Non-Payroll Total:						\$11,478.99
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$11,478.99

Sapulpa Public Schools
Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, PO Range: 2 - 999, Fund Codes: 31

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
31	2	10/26/2023	8348	AMERICAN HERITAGE BANK	soccer turf lease	42,382.16
31	3	10/26/2023	8348	AMERICAN HERITAGE BANK	VIDEOBOARD LEASE PURCHASE CC	67,094.00
31	4	10/26/2023	8348	AMERICAN HERITAGE BANK	VIDEOBOARD LEASE PURCHASE COLLINS	79,175.00
Non-Payroll Total:						\$188,651.16
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$188,651.16

Sapulpa Public Schools
Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, PO Range: 11 - 999, Fund Codes: 32

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
32	11	10/26/2023	1024	SOUTHSIDE MOWERS	NEW MOWER QUOTE #189820	12,650.00
32	12	10/26/2023	3826	SECURITY BANK CARD CENTER INC	MICRO RIDER SCRUBBER	5,343.75
Non-Payroll Total:						\$17,993.75
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$17,993.75

Sapulpa Public Schools
Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, PO Range: 4 - 999, Fund Codes: 34

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
34	4	10/30/2023	497	K & T TRUCKING & SITE CLEARING INC.	DEMO/CLEAR PROPERTY FOR BB AND SB FIELDS	28,000.00
34	5	10/30/2023	375	ANDREW FRITZ	SURVEY OF WESTSIDE COMPLEX BB/SB	9,500.00
34	6	10/30/2023	2017	AIMRIGHT TESTIING	GEOTECHNICAL SERVICES/BB/SB	6,540.00
Non-Payroll Total:						\$44,040.00
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$44,040.00

Sapulpa Public Schools

Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 10/1/2023 - 10/31/2023

	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	\$12,085.85	\$1,429.80	\$0.00	\$198.04	\$13,317.61	\$1,400.00	\$11,917.61
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	\$706.00	\$0.00	\$1,650.00	\$1,369.84	\$0.00	\$1,369.84
805 HS ART	\$6,751.82	\$0.00	\$0.00	\$0.00	\$6,751.82	\$0.00	\$6,751.82
806 HS BAND	\$13,634.56	\$803.91	\$0.00	\$7,400.23	\$7,038.24	\$6,539.92	\$498.32
807 HS BAND BOOSTER CONCESSION	\$58,458.53	\$17,397.00	\$0.00	\$19,672.83	\$56,182.70	\$46,083.05	\$10,099.65
808 HS OKLAHOMA CLOSE UP	\$473.50	\$0.00	\$0.00	\$0.00	\$473.50	\$0.00	\$473.50
809 HS HOSPITALITY COMMITTEE	\$785.40	\$35.00	\$0.00	\$0.00	\$820.40	\$444.16	\$376.24
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	\$780.00	\$0.00	\$0.00	\$6,041.81	\$810.00	\$5,231.81
812 HS BUSINESS PROF ASSOC (BPA)	\$408.79	\$0.00	\$0.00	\$0.00	\$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	\$1,483.96	\$1,155.00	\$0.00	\$1,283.81	\$1,355.15	\$388.04	\$967.11
817 HS LIBRARY	\$1,166.99	\$0.00	\$0.00	\$0.00	\$1,166.99	\$26.95	\$1,140.04
818 HS NATIONAL HONOR SOCIETY	\$4,961.99	\$960.00	\$0.00	\$0.00	\$5,921.99	\$2,145.50	\$3,776.49
819 GREEN-THUMB CHIEFTAINS	\$4,330.61	\$40.00	\$0.00	\$1,206.55	\$3,164.06	\$1,679.12	\$1,484.94
820 HS NAACP	\$392.60	\$0.00	\$0.00	\$0.00	\$392.60	\$0.00	\$392.60
821 HS SENIORS 2024	\$6,032.70	\$0.00	\$0.00	\$0.00	\$6,032.70	\$0.00	\$6,032.70
822 HS SENIORS 2025	\$4,969.06	\$0.00	\$0.00	\$700.00	\$4,269.06	\$1,257.50	\$3,011.56
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	\$1,297.08	\$0.00	\$0.00	\$0.00	\$1,297.08	\$325.00	\$972.08
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	\$3,627.93	\$1,505.00	\$0.00	\$431.82	\$4,701.11	\$400.00	\$4,301.11
828 HS VOCAL MUSIC	\$10,299.93	\$1,700.60	\$0.00	\$1,593.00	\$10,407.53	\$5,655.00	\$4,752.53
829 HS AG ED & FFA	\$51,190.20	\$29,858.66	\$0.00	\$51,262.20	\$29,786.66	\$14,761.22	\$15,025.44
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	\$395.50	\$189.35
835 HS BAND AUXILIARIES	\$11,167.03	\$25.00	\$0.00	\$8,514.60	\$2,677.43	\$682.00	\$1,995.43
836 HS BAND TRIPS	\$73,633.39	\$30,743.06	\$0.00	\$34,613.91	\$69,762.54	\$32,419.54	\$37,343.00
837 HS BAND GRANTS	\$41,576.14	\$0.00	\$0.00	\$7,639.01	\$33,937.13	\$20,666.96	\$13,270.17
838 HS PING PINGS	\$2,631.03	\$0.00	\$0.00	\$1,694.95	\$936.08	\$415.00	\$521.08
840 HS INDIAN PARENT COMMITTEE	\$1,026.93	\$539.00	\$0.00	\$0.00	\$1,565.93	\$600.00	\$965.93
841 HS SAPULPA INDIAN CLUB	\$5,834.96	\$179.80	\$0.00	\$0.00	\$6,014.76	\$1,700.00	\$4,314.76
842 HS KEY CLUB	\$183.83	\$0.00	\$0.00	\$0.00	\$183.83	\$50.00	\$133.83
843 HS GSA, GAY STRAIGHT ALLIANCE	\$68.71	\$0.00	\$0.00	\$0.00	\$68.71	\$0.00	\$68.71
844 HS PRODUCTIONS	\$7,702.72	\$15.00	\$0.00	\$948.00	\$6,769.72	\$2,836.14	\$3,933.58
845 HS CULINARY ARTS	\$4,042.46	\$0.00	\$0.00	\$0.00	\$4,042.46	\$1,516.29	\$2,526.17
846 HS JROTC	\$33,999.89	\$641.00	\$0.00	\$2,690.32	\$31,950.57	\$7,313.74	\$24,636.83
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	\$3,159.37	\$0.00	\$0.00	\$85.20	\$3,074.17	\$1,787.81	\$1,286.36
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	\$608.98	\$17,646.63	\$8,878.14	\$8,768.49
854 HS INDIAN ED STAFF DEV	\$2,403.61	\$149.00	\$0.00	\$72.00	\$2,480.61	\$1,382.16	\$1,098.45
855 HS PHYSICS	\$1,684.22	\$0.00	\$0.00	\$0.00	\$1,684.22	\$0.00	\$1,684.22
856 E-SPORTS	\$2,635.95	\$0.00	\$0.00	\$1,020.94	\$1,615.01	\$100.00	\$1,515.01
857 JH OFFICE	\$2,761.13	\$1,337.28	\$0.00	\$1,955.28	\$2,143.13	\$381.86	\$1,761.27
860 JH LIBRARY	\$1,151.53	\$0.00	\$0.00	\$0.00	\$1,151.53	\$0.00	\$1,151.53
863 JH STUDENT COUNCIL	\$1,433.30	\$104.00	\$0.00	\$337.35	\$1,199.95	\$0.00	\$1,199.95
864 JH VOCAL MUSIC	\$770.66	\$1,145.30	\$0.00	\$0.00	\$1,915.96	\$0.00	\$1,915.96
866 JH YEARBOOK	\$6,534.95	\$0.00	\$0.00	\$1,004.91	\$5,530.04	\$2,145.09	\$3,384.95
870 JH ART	\$6,882.68	\$0.00	\$0.00	\$2,647.74	\$4,234.94	\$3,024.67	\$1,210.27

Sapulpa Public Schools

Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 10/1/2023 - 10/31/2023

	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	\$500.00	\$0.00	\$0.00	\$4,185.32	\$0.00	\$4,185.32
877 MS OFFICE	\$11,621.32	\$0.00	\$0.00	\$0.00	\$11,621.32	\$2,701.29	\$8,920.03
878 MS LIBRARY	\$330.39	\$1,428.85	\$0.00	\$0.00	\$1,759.24	\$289.22	\$1,470.02
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	\$2,209.03	\$0.00	\$675.00	\$3,191.92	\$572.29	\$2,619.63
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	\$11,471.47	\$717.00	\$0.00	\$138.00	\$12,050.47	\$3,890.00	\$8,160.47
884 MS TECHNOLOGY STUDENT ASSOC.	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00	\$0.00	\$100.00
886 MS NJHS	\$1,564.82	\$0.00	\$0.00	\$385.00	\$1,179.82	\$0.00	\$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	\$1,550.79	\$12,556.49
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	\$4,148.51	\$0.00	\$0.00	\$129.93	\$4,018.58	\$1,295.07	\$2,723.51
895 LIBERTY FUNDRAISING	\$4,332.65	\$2,619.31	\$0.00	\$755.03	\$6,196.93	\$3,084.85	\$3,112.08
896 LIBERTY STEM CLUB	\$9,615.80	\$0.00	\$0.00	\$0.00	\$9,615.80	\$600.00	\$9,015.80
897 LIBERTY GRANTS	\$2,124.44	\$0.00	\$0.00	\$0.00	\$2,124.44	\$0.00	\$2,124.44
900 FREEDOM MISC	\$1,932.77	\$0.00	\$0.00	\$202.50	\$1,730.27	\$762.23	\$968.04
901 FREEDOM FUNDRAISING	\$36,918.15	\$0.00	\$0.00	\$5,540.33	\$31,377.82	\$5,886.74	\$25,491.08
902 FREEDOM LIBRARY	\$509.78	\$0.00	\$0.00	\$201.37	\$308.41	\$198.63	\$109.78
903 FREEDOM GRANTS	\$237.21	\$0.00	\$0.00	\$0.00	\$237.21	\$0.00	\$237.21
904 FREEDOM TAPS	\$36,144.03	\$11,400.00	\$0.00	\$2,519.99	\$45,024.04	\$2,620.80	\$42,403.24
907 JEFFERSON HTS MISC	\$7,292.13	\$286.00	\$0.00	\$221.55	\$7,356.58	\$1,971.12	\$5,385.46
908 JEFFERSON HTS FUNDRAISING	\$10,193.72	\$1,783.00	\$0.00	\$291.08	\$11,685.64	\$2,669.06	\$9,016.58
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	\$3,048.97	\$13.00	\$0.00	\$0.00	\$3,061.97	\$470.00	\$2,591.97
919 HOLMES PARK MISC	\$3,680.42	\$951.43	\$0.00	\$63.28	\$4,568.57	\$2,164.26	\$2,404.31
920 HOLMES PARK FUNDRAISING	\$20,785.80	\$6,166.95	\$0.00	\$8,004.17	\$18,948.58	\$9,109.64	\$9,838.94
921 HOLMES PARK LIBRARY	\$5,545.55	\$3,061.19	\$0.00	\$100.00	\$8,506.74	\$300.00	\$8,206.74
922 HOLMES PARK GRANTS	\$842.19	\$1,000.00	\$0.00	\$176.69	\$1,665.50	\$1,095.00	\$570.50
928 REVOLUTIONARY DAYS	\$142.83	\$0.00	\$0.00	\$0.00	\$142.83	\$0.00	\$142.83
929 DISTRICT STEM	\$28,852.79	\$0.00	\$0.00	\$708.78	\$28,144.01	\$5,418.21	\$22,725.80
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)	\$54,098.07	\$7,812.51	\$0.00	\$0.00	\$61,910.58	\$200.00	\$61,710.58
934 DRIVERS EDUCATION	\$4,975.00	\$0.00	\$0.00	\$0.00	\$4,975.00	\$0.00	\$4,975.00
936 STEM-CAMP INVENTION	\$9,969.37	\$0.00	\$0.00	\$0.00	\$9,969.37	\$0.00	\$9,969.37
937 LATCHKEY	\$106,349.33	\$15,628.00	\$0.00	\$269.65	\$121,707.68	\$3,824.50	\$117,883.18
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	\$2,144.87	\$77,700.15
941 LOCAL SCH CHILD WELFARE	\$13,539.96	\$131.33	\$0.00	\$3,258.36	\$10,412.93	\$7,233.99	\$3,178.94
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	\$2,432.45	\$0.00	\$0.00	\$0.00	\$2,432.45	\$0.00	\$2,432.45
946 SOFT DRINK MONEY	\$7,035.40	\$1,074.50	\$0.00	\$741.25	\$7,368.65	\$1,607.33	\$5,761.32
947 ALTERNATIVE SCHOOL	\$2,746.27	\$251.06	\$0.00	\$70.13	\$2,927.20	\$239.54	\$2,687.66
949 CLEARING ACCOUNT	\$3,389.72	\$0.00	\$0.00	\$0.00	\$3,389.72	\$0.00	\$3,389.72
950 SERVICE CENTER	\$636.97	\$300.00	\$0.00	\$331.24	\$605.73	\$168.76	\$436.97
952 CHROMEBOOK INS/REPAIR	\$72,044.51	\$235.35	\$0.00	\$2,100.00	\$70,179.86	\$25,452.52	\$44,727.34
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	\$500.00	\$1,500.00

Sapulpa Public Schools

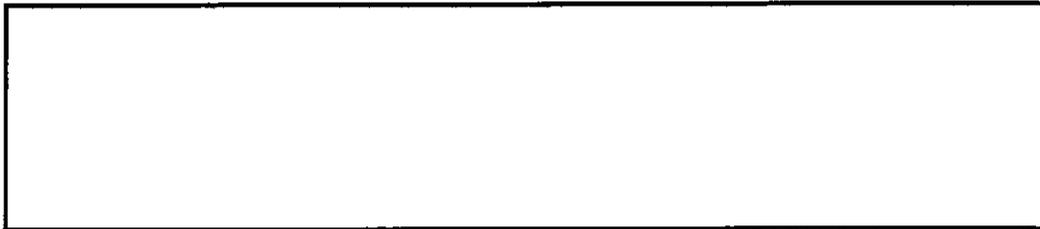
Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 10/1/2023 - 10/31/2023

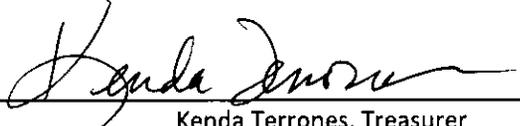
	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
956 CENTENNIAL PLAZA PROJECT	\$1,973.34	\$0.00	\$0.00	\$0.00	\$1,973.34	\$0.00	\$1,973.34
957 HOMELESS	\$2,004.86	\$0.00	\$0.00	\$0.00	\$2,004.86	\$0.00	\$2,004.86
960 ATHLETIC SPORTS OVERALL	\$19,264.53	\$2,438.04	\$0.00	\$7,860.61	\$13,841.96	\$10,551.93	\$3,290.03
961 FOOTBALL BUDGET	\$16,690.67	\$0.00	\$2,500.00	\$0.00	\$19,190.67	\$9,396.70	\$9,793.97
962 BOYS BASKETBALL BUDGET	\$1,863.84	\$0.00	\$0.00	\$1,028.35	\$835.49	\$373.26	\$462.23
963 GIRLS BASKETBALL BUDGET	\$2,006.20	\$0.00	\$3,500.00	\$233.70	\$5,272.50	\$3,550.30	\$1,722.20
964 BASEBALL BUDGET	\$8,976.21	\$0.00	\$0.00	\$6,000.00	\$2,976.21	\$2,330.93	\$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	\$4,000.00	\$184.50	\$6,322.49	\$574.00	\$5,748.49
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	\$2,257.85	\$3,564.33
971 ATHLETIC - BOOSTER CLUB	\$125,368.94	\$27,237.92	\$0.00	\$14,832.74	\$137,774.12	\$55,861.64	\$81,912.48
972 CROSS COUNTRY BUDGET	\$8,353.03	\$0.00	\$0.00	\$1,017.76	\$7,335.27	\$3,319.46	\$4,015.81
973 BOYS SOCCER BUDGET	\$1,709.01	\$125.00	\$0.00	\$0.00	\$1,834.01	\$609.27	\$1,224.74
974 ATHLETICS - TRAINER	\$2,253.06	\$0.00	\$0.00	\$0.00	\$2,253.06	\$1,052.78	\$1,200.28
975 GIRLS SOCCER BUDGET	\$5,731.75	\$0.00	\$0.00	\$0.00	\$5,731.75	\$5,343.25	\$388.50
976 GIRLS VOLLEYBALL BUDGET	\$4,366.54	\$0.00	\$0.00	\$243.09	\$4,123.45	\$842.74	\$3,280.71
977 CHEER BUDGET	\$4,245.74	\$900.00	\$0.00	\$916.71	\$4,229.03	\$44.05	\$4,184.98
978 ALL EVENTS GATE	\$28,652.39	\$18,378.00	\$0.00	\$8,735.43	\$38,294.96	\$22,946.34	\$15,348.62
979 JR HIGH CHEER	\$177.20	\$0.00	\$0.00	\$0.00	\$177.20	\$0.00	\$177.20
983 DRUG TEST-PHYSICALS	\$13,191.17	\$151.55	\$0.00	\$4,258.00	\$9,084.72	\$2,500.00	\$6,584.72
985 SPONSORS 2022-2023	\$30,094.10	\$0.00	(\$10,000.00)	\$6,980.25	\$13,113.85	\$3,802.00	\$9,311.85
986 CHIEFTAIN CENTER CONCESSION	\$15,229.83	\$0.00	\$0.00	\$1,549.84	\$13,679.99	\$11,425.30	\$2,254.69
Total	\$1,489,395.73	\$198,048.43	\$0.00	\$229,955.98	\$1,457,488.18	\$394,799.90	\$1,062,688.28

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

	GENERAL FUND	BUILDING FUND	CH NUTR FUND	BOND FUND	SINKING FUND	
BEG BALANCE	2,640,007.86	218,102.05	762,096.27	1,083,757.76	395,246.49	5,099,210.43
DEPOSITS	1,897,510.35	2,419.90	57,761.75	69,200.00	6,773.33	2,033,665.33
CHECKS ISSUED						
Current Year	3,101,401.81	362,442.12	297,713.79	8,517.53	0.00	3,770,075.25
Prior Year	0.00	0.00	0.00	19,300.07	0.00	19,300.07
Prior Period Voids		450.00				450.00
END BALANCE	1,436,116.40	(141,470.17)	522,144.23	1,125,140.16	402,019.82	3,343,950.44
Last Yr Same Month	1,425,759.01	(6,840.38)	898,723.07	1,329,332.38	1,362,775.99	5,009,750.07
Gain or (Loss)	10,357.39	(134,629.79)	(376,578.84)	(204,192.22)	(960,756.17)	



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>	<u>PREVIOUS TOTAL</u>	<u>CURRENT MONTH</u>	<u>NEW YR-TO-DATE</u>
<u>Local Revenue</u>			
Current Ad Valorem	26,763.11	0.00	26,763.11
Prior Ad Valorem	103,000.76	9,241.88	112,242.64
Homestead & In Lieu Tax	979.73	604.32	1,584.05
Interest Earned	205,470.17	19,168.93	224,639.10
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	5,870.00	0.00	5,870.00
Workers' Compensation	0.00	0.00	0.00
Misc Reimbursements	13,993.35	21,571.45	35,564.80
Donations and Contributions	6,000.00	50,000.00	56,000.00
Repayment from CNF	0.00	0.00	0.00
Repayment from Activity Fd	<u>293,280.14</u>	<u>6,120.00</u>	<u>299,400.14</u>
Local TOTALS	1,040,762.09	106,706.58	1,147,468.67
<u>County Revenue</u>			
Mill Levy	32,442.77	2,417.26	34,860.03
Mortgage Tax	<u>26,490.66</u>	<u>7,245.87</u>	<u>33,736.53</u>
County TOTALS	58,933.43	9,663.13	68,596.56
<u>State Revenue</u>			
Gross Production	42,163.27	13,231.27	55,394.54
Auto Tags	300,367.71	134,600.55	434,968.26
School Land	121,814.54	52,081.28	173,895.82
Tax Stamps & Other Misc	1,780.65	243.00	2,023.65
Farm Implement Tax Stamp	0.00	0.00	0.00
State Aid (Fdn. & Incentive)	2,639,566.76	1,319,783.38	3,959,350.14
Flexible Benefit	515,976.69	254,668.42	770,645.11
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	990.00	0.00	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	5,940.00	0.00	5,940.00
Voc. Incentive Assistance	35,000.00	0.00	35,000.00
Okla Education Lottery Fund	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
State TOTALS	3,897,114.98	1,774,607.90	5,671,722.88
<u>Federal Revenue</u>			
FEMA	0.00	0.00	0.00
Title VII - Indian Ed (561)	63,938.63	564.98	64,503.61

JROTC	17,903.28	5,967.76	23,871.04
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	722,498.85	6,532.74	729,031.59
TOTAL GEN FUND	5,719,309.35	1,897,510.35	7,616,819.70
<u>BUILDING FUND</u>			
Current Taxes	3,822.24	0.00	3,822.24
Prior Taxes	14,710.27	1,319.90	16,030.17
In Lieu of Taxes	0.00	0.00	0.00
5-Year Manufacturing Exemp	55,042.44	0.00	55,042.44
Facility Rental	3,300.00	1,100.00	4,400.00
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	76,874.95	2,419.90	79,294.85
<u>CHILD NUTR FUND</u>			
Local (Meals, Interest, etc)	152,887.78	43,581.05	196,468.83
State Reimbursement	21,721.58	14,180.70	35,902.28
Federal Reimbursement	<u>126,700.92</u>	<u>0.00</u>	<u>126,700.92</u>
Child Nutrition Fund TOTALS	301,310.28	57,761.75	359,072.03
<u>TOTAL GF/BF/CNF</u>	6,097,494.58	1,957,692.00	8,055,186.58
<u>BOND FUND</u>			
Interest	0.00	0.00	0.00
Sale of New Bonds	<u>0.00</u>	<u>69,200.00</u>	<u>69,200.00</u>
Bond Fund TOTALS	0.00	69,200.00	69,200.00
<u>SINKING FUND</u>			
Current Taxes	18,991.49	0.00	18,991.49
Prior Taxes	74,645.77	6,773.33	81,419.10
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	367,126.04	6,773.33	373,899.37
<u>INSURANCE REIMBURSEMENT FUND</u>	0.00	0.00	0.00
GRAND TOTAL	6,464,620.62	2,033,665.33	8,498,285.95

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%
Oct 23	13,480	17,850	113,443	7,095	70	151,938	393,913	9,950	-36,653	-8.51%

General Fund				
WORKING BUDGET				
Budgeted				
2023-24				
WADM				
State Allocation (Initial)		14,660,911		
Other State Revenue		5,596,835		
Ad Valorem Projection (7% increase over 2023)		8,340,643		
Other Local and County Revenue		1,528,795		
Federal Grant Revenue		<u>5,714,471</u>		
CURRENT YEAR REVENUE		35,841,655		
Prior Year Carryover		<u>3,528,472</u>		
Total Revenue		39,370,127		
			Encumbered	Remaining
			as of 10/31/23	Balance
Projected Expenses				
Certified Salaries		18,032,632	17,796,997	235,635
Support Salaries		5,743,503	5,652,162	91,341
Certified Benefits		5,028,529	4,936,037	92,492
Support Benefits		1,679,447	1,693,136	-13,689
Purchased Professional & Technical Services		376,199	474,433	-98,234
Contracted Property Services		166,243	76,122	90,121
Other Contracted Services		552,174	597,269	-45,095
Supplies & Materials		1,941,219	1,304,739	636,480
Property Expenses		308,770	301,500	7,270
Other Objects		1,694,429	368,939	1,325,490
Total Expenses		35,523,145		
Projected Carryover		3,347,367	9.47%	

*Adjusted budget from "Other Objects" to "Property" for ARP purchase of 2 buses

**PARTICIPATION AGREEMENT AMONG
OKLAHOMA STATE DEPARTMENT OF EDUCATION (OSDE),
PUBLIC CONSULTING GROUP LLC (PCG), SUBSIDIARY OF
PUBLIC CONSULTING GROUP HOLDINGS, INC.
AND THE SCHOOL DISTRICT**

**THE OSDE UNDER THE AUTHORITY OF AGREEMENT WITH
OKLAHOMA HEALTH CARE AUTHORITY (OHCA)
SCHOOL-BASED HEALTH SERVICES PROGRAM**

Sapulpa Public Schools

Participating School District

511 East Lee Avenue

Street Address

Sapulpa

City

OK

State

74066

Zip Code

This Participation Agreement (the “Participation Agreement”) is entered into by and among the Oklahoma State Department of Education (“OSDE”), Public Consulting Group LLC (“PCG”), and the above-referenced School District (“the DISTRICT”) as of July 1, 2023 (“Effective Date”).

We, the District will be participating in:

Fee-for-Service (FFS)

Medicaid Administrative Claiming (MAC)

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

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

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

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

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

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

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

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

[Remainder of page intentionally left blank]

I. SCOPE OF SERVICES

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

This includes the following services:

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

II. TERM

- A.** The term of this Participation Agreement (the "**Term**") shall commence on the Effective Date and shall continue through June 30, 2024. Term of Service is further defined in Section VII of this agreement.
- B.** Notwithstanding the foregoing, this Participation Agreement will expire automatically upon the expiration or termination of the PCG Contract or the Authorizing Agreement, whichever occurs earlier.

III. CLAIMING AND COMPENSATION PROCEDURES

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

IV. DISALLOWANCES

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

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

V. RECORDS

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

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

VI. CONFIDENTIALITY

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

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

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

VII. TERMINATION

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

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

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

VIII. OWNERSHIP INTERESTS AND LICENSE

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

A. Definitions:

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

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

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

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

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

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

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

IX. LIABILITY AND INSURANCE

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

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

X. SUCCESSORS AND ASSIGNEES

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

XI. APPLICABLE LAW AND EXCLUSIVE FORUM

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

XII. COMPLIANCE WITH LAWS

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

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

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

XIII. EXTENT OF AGREEMENT AND ORDER OF PRECEDENCE

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

XIV. PROCUREMENT

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

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

XV. NOTICES AND CONTACT PERSONS

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

PCG

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

OSDE

Ryan Walters
State School Superintendent
Oklahoma State Department of Education
2500 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

DISTRICT

XVI. MISCELLANEOUS

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

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

[Signatures on Next Page]

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

For and on behalf of PCG:



Signature

Name: Cameron S. Lackey

Title: Associate Manager, PCG

Date: June 1, 2023

For and on behalf of the OSDE:



Signature

Name: Ryan Walters

Title: State School Superintendent

Date: 9/25/23

For and on behalf of District:

Signature

Name:

Title:

Date Approved by School Board:

EXHIBIT A
OPERATIONAL RESPONSIBILITIES
EFFECTIVE SCHOOL YEAR 2023-2024
SCHOOL-BASED HEALTH SERVICES PROGRAM

This exhibit provides the operational responsibilities assigned to the Oklahoma State Department of Education (OSDE), the School District, and PCG in accordance with the terms and conditions of the Participation Agreement for the Oklahoma Medicaid School Based Health Services (SBHS) program.

OSDE

OSDE is the state agency responsible for oversight of Oklahoma public school district compliance with the requirements of the Individuals with Disabilities Education Act (IDEA), 20 USC § 1400, et seq. As part of that responsibility, OSDE is tasked with collecting and monitoring school district IEPs. Pursuant to the Authorizing Agreement between OSDE and the Oklahoma Health Care Authority (OHCA), OSDE has been charged with the responsibility of developing and approving program practices and policies and for the administration of the Oklahoma School-Based Medicaid program through a contracted third-party administrator, Public Consulting Group, Inc. (PCG), in collaboration with OHCA.

PCG

OSDE contracts with PCG to act as a third-party administrator to fee-for-service (FFS) and Medicaid Administrative Claiming (MAC):

FFS

1. Serve as the single point of contact for School Districts that are either interested in participating or are participating in the SBHS program.
2. Provide initial training to the School District's health-related provider's program liaisons that will cover the overall program, participation requirements, and the processes for logging services, claiming supporting documentation, managing caseloads, and generating service reports in OK EDPlan™.
3. Provide ongoing OK EDPlan™ and program support to the School District.
 - Email support will be provided via the email links on the OK EDPlan™. Message Board page
 - Phone support will be during the hours of 9:00 AM and 5:00 PM local time, excluding weekends and holidays. PCG will provide a toll-free or local number. This number will connect the School District contact with PCG's OK EDPlan™ help desk.
 - Provide annual ongoing training to the School District's health-related providers and program liaisons that will cover the overall program, participation requirements, and the process for logging services, claiming supporting documentation, managing caseloads, and generating service reports in OK EDPlan™.
4. Prepare and update as appropriate, a Compliance Checklist identifying the relevant Medicaid documentation rules for the OK School-Based Medicaid program.
5. Based on the information entered on OK EDPlan™ by School District as well as the compliance check options agreed to in the Compliance Checklist, process, generate, and submit claims to OHCA on behalf of OSDE and all School Districts participating in the program.
6. Bill Medicaid for School Districts properly logging services and claim support documentation in OK EDPlan™.

7. Review Remittance Advices from OHCA to reconcile, correct denied claims, and void claims as appropriate.
8. Generate and provide claiming and compliance reports to School District.
9. Perform annual program integrity reviews pursuant to the SBHS audit plan approved by OSDE.
10. Retain service documentation that supports its claims for Medicaid reimbursement and meets the minimum Medicaid and OHCA requirements for 6 years (OHCA Policies and Rules: 317:30-3-15). Records that are part of an ongoing compliance review, audit, grievance, or litigation require that the documentation be retained beyond 6 years.

MAC

PCG has developed a description of reimbursable MAC activities performed by District contract or salaried staff. This list is in accordance with CMS guidelines. A description of the MAC activities can be found in the Time Study Implementation Guide. Therefore, PCG will:

1. Review District MAC claims for Medicaid reimbursement on a quarterly basis.
2. Compile documentation as set forth by CMS guidelines and calculate a MAC claim for reimbursement.
3. Issue payment to the District representing all of the federal share of actual and reasonable costs less PCG's administrative fee for MAC activities provided by the District, as determined by CMS approved cost allocation methodologies and time study formulas.
4. Prepare claims to OHCA, on behalf of OSDE, to forward for funding to CMS for Title XIX participation.
5. Calculate MAC claims directly in the PCG Claiming System and District financial personnel will be able to view the calculation.
6. Notify the District in the event of any changes made by CMS to federal matching percentages or costs eligible for match.
7. Assist Districts via the help desk with program components including but not limited to education and training, and technical assistance for the SBHS program. The PCG Claiming System will provide a variety of resources.
8. Distribute MAC reimbursement funds to the District via Electronic Funds Transfer (EFT). PCG is obligated to reimburse funds to the extent that PCG receives funds from OHCA, excluding appropriate administrative fees as agreed between OSDE and PCG. PCG reserves the right to withhold distribution of payment(s) if the District is in a payback situation for any program component.

School District

FFS

1. Designate a liaison who has decision making authority, or reports directly to someone who has such decision-making authority with respect to all matters in the Participation Agreement (including its exhibits). The liaison will serve as the primary point of contact with OSDE and PCG.
2. Actively participate in this program and be available for training sessions in accordance with an agreed schedule and for other required tasks, activities, and approvals.
3. Enroll as a Medicaid provider. This includes notifying Medicaid of any change in address, tax ID, or other information required to keep Medicaid provider enrollment records current at all times.
4. Obtain a National Provider Identifier (NPI) for billing transaction purposes.

5. Have its rendering providers enroll as a Medicaid provider (contract with OHCA), re-enroll as a Medicaid provider (re-new contract with OHCA) and obtain an NPI. The Medicaid provider ID and its effective dates must be recorded in OK EDPlan™. The School District must have all rendering providers linked to its Medicaid ID via Appendix A in OHCA's portal before submitting claims for Medicaid reimbursement.
6. Complete paperwork for PCG to submit and receive electronic claims and electronic Medicaid enrollment data on behalf of school district.
7. Obtain one-time written parental consent to disclose information and bill Medicaid for services and to provide the parent or guardian with initial and annual notice of the disclosure.
8. Obtain a separate physician referral for Physical Therapy services.
9. Obtain a separate prior authorization for Personal Care services.
10. Ensure that its rendering providers (employees or contractors who perform direct medical services) meet all of Medicaid's licensure, certification, and other criteria to qualify as Medicaid providers and provide services for which Medicaid reimbursement is claimed.
11. Initially set up and manage ongoing access and supervisor links for its health-related service providers in OK EDPlan™
12. Have its health-related service providers record all health-related services they provide to special education students in OK EDPlan™. PCG will not submit claims for any services not entered in OK EDPlan™.
13. Have its liaison record all necessary claim support documentation in OK EDPlan™.
14. Provide all services that are listed in the student's IEP, regardless of whether the services are Medicaid-covered and can be billed to Medicaid. (PCG will submit Medicaid claims only for Medicaid-covered services.)
15. Be responsible for the accuracy and completeness of the data its employees provide for claim submission. Errors must be corrected as soon as possible. School District, not OSDE or PCG, is accountable for any errors or omissions.
16. If audited by the State or Federal Government or their agents, disclose all Medicaid records required for audit purposes.
17. Safeguard student records in accordance with the Family Educational Rights and Privacy Act (FERPA), applicable provisions of HIPAA, and all applicable OK state laws.
18. Be responsible for informing its program participants of all relevant privacy regulations and policies.
19. Ensure the availability of non-federal (state/local) funds expended for Medicaid covered services equal to the required state share match. Districts can only use state/local monies for matching Medicaid. Districts may not use federal funds for the required match. If a federal grant has a cash match requirement, the funds used for the match cannot also be used as a match for Medicaid.
20. Participate in the program financing model by transferring state matching funds to OHCA, equaling the non-federal matching funds required for receipt of federal Medicaid funding for the service.
21. Retain service documentation that supports its claims for Medicaid reimbursement and meets the minimum Medicaid and OHCA requirements.
22. Comply with the requirements of the OK Medicaid Billing Services Compliance Checklist.
23. As used in this Exhibit, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of

computer data, or in any other form. In accepting any Contract with the State, the School District agrees that any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

The District is required to retain records relative to the Contract for the duration of the Contract and for a period of six (6) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the six (6) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the six (6) year retention period, whichever is later.

24. Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information School District submits as part of or in connection with a contract are public records and subject to disclosure. School District claiming any portion of their contract as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The Superintendent of OSDE (STATE OF OKLAHOMA) shall make the final decision as to whether the documentation or information is confidential.

District shall cooperate in the defense of any disallowance claim arising in connection with this Agreement. Any defense costs associated with the disallowance on claims attributable to errors or omissions caused by District shall be borne by District. District agrees and understands that the federal government may levy a disallowance on the Medicaid expenditures made in connection with this Agreement. District also agrees and understands that disallowances levied may or may not be upheld, in whole or in part, if appealed. District shall be responsible for any disallowance, deferral, or recoupment.

MAC

1. District will designate an employee(s) to act as a liaison with PCG for issues concerning this Agreement, administration of the MAC component of the SBHS program, and financial information. The District may choose to designate more than one person based on roles and responsibilities as Districts are required to have a replacement available to perform program requirements in the case of an absence. If the designated employee(s) changes roles or leaves the District must provide written notice to PCG within ten (10) business days.
2. District must participate in the fee-for-service component of the SBHS program in order to participate in the MAC component for reimbursement.
3. District will meet all deadlines to submit required information to PCG for the purposes of the SBHS program.
4. District must accept quarterly MAC reimbursement payment(s) via EFT and provide PCG the appropriate banking information to conduct the transaction. If there are changes to the District's bank information such as account number, the District must provide written notice to PCG within ten (10) business days. PCG is not responsible for any fees in the event the District does not provide correct or updated bank information.
5. The accounting system used by the District or its contractor must comply with the requirements contained in 2 CFR 220.
6. District must follow the policies and procedures contained in the "Time Study Implementation Guide" approved by CMS.
7. District will maintain or coordinate a contractor's assistance in maintaining an OSDE/OHCA/CMS approved MAC component to include training, the use of standardized sample forms, sampling, the development and maintenance of clearly identifiable cost accounting pools, and the application of sample percentages to accounting pools in a manner which will document the process for audits.

8. District will report quarterly salary and benefit, and contracted personnel costs for participants that are included on the related Random Moment Time Study (RMTS) staff pool list. Costs are reported on a cash basis. Each quarter's costs must be certified by an authorized financial representative of the District.
9. District must sign and return to PCG the non-federal matching dollars, also referred to as quarterly Certification of Public Expenditures (CPE) form(s), and/or other documentation determined by OHCA to be necessary to verify that the District has expended the state / local funds reflected in the certification. The CPE form must be signed and dated by an authorized financial representative on behalf of the LEA. The funds expended and reported in the CPE must be funds other than federal funds.
10. Quarterly CPE forms are generated with the claim and distributed electronically. The District will need to sign each quarter's CPE in the PCG Claiming System before disbursement of MAC funds.
11. District shall monitor employee participation to ensure that every RMTS form is completed. The District must meet the minimum return rate compliance of 85% of moments assigned each quarter. After the first quarter of RMTS non-compliance, the District is required to submit a Corrective Action Plan (CAP) outlining a plan to meet compliance. After two consecutive quarters of RMTS non-compliance, the District is required to document why the strategy in the CAP was not effective and submit a revised CAP. After three consecutive quarters of RMTS non-compliance, the District may be removed from participating in the MAC component of the SBHS program. Non-compliance measures may change at any time based on direction from OSDE/OHCA or a federal entity. Submission of and compliance with a CAP is not the exclusive remedy for non-compliance by the District. In addition to requiring the adoption and implementation of a CAP, claims for MAC may be denied and/or recouped as a result of non-compliance.

Compliance Reviews

1. A LEA receiving MSBC Program funds will be subject to a comprehensive compliance review conducted no less than once every four years. The LEA will comply with all required next steps as a result of findings.
2. Any recoupment or disallowance of funds for any reason, including as a result of an audit exception, disallowance or comprehensive compliance review, or deferral or denial by CMS or OHCA, will be the exclusive responsibility of the District, regardless of when the recoupment or disallowance is issued or whether the District has withdrawn from the SBHS program. PCG shall have no liability for any such recoupment or disallowance of funds. If a recoupment is requested, payment by the District is due on demand.
3. District will comply with all applicable federal, state, and local laws, rules and regulations, program requirements, OSDE and OHCA policies, and procedures governing performance of duties under this Agreement, including but not limited to an annual audit conducted in accordance with the Single Audit Act of 1984 and all applicable amendments.
4. District agrees to maintain and furnish records and documents from the date of payment, both medical and non-medical, as may be required by applicable federal and state laws. The LEA will allow PCG or designees reasonable access during regular business hours to review, copy or obtain specific records or documents and will cooperate with PCG or designee to facilitate the information and record exchanges necessary for quality management, utilization management, or other processes required for SBHS program operations.
5. District shall comply with all deadlines set by PCG regarding compliance reviews, deliverable and documentation deadlines, and respond to PCG in a timely manner. It is the responsibility of the District to stay informed regarding deadlines and program changes through, newsletters, trainings, as well communications sent by PCG.

6. Should a District not submit documentation that meets all SBHS program documentation requirements to substantiate cost reported or reimbursement received or fails to submit required documentation within the outlined required timeframe if/when selected for a compliance review all monies determined owed are subject to recoupment.
7. All documentation submission for compliance reviews must be made in an acceptable format depending on the content of the data and District is responsible for delivery timelines despite service provider or methods of delivery used. All data that contains private, confidential student data must be submitted securely, and the District is responsible for alternate submission arrangements should technology prohibit secure electronic data submission.
8. District documentation, data certifications, and submissions should undergo a thorough review and quality check by the District to ensure accuracy. Certification language should be reviewed carefully to understand responsibility of accuracy and acknowledgement of consequences before submission to PCG.
9. District will comply with all program requirements as outlined in the MSBC Program Handbook and AMPM chapter 710 specific to school-based claiming prior to submitting costs for MAC claims. The LEA will submit all financial supporting documentation upon request. The LEA shall not engage in unallowable practices such as back-dating or any other alteration of the source document in order to falsify program compliance.
10. District will cooperate with periodic compliance reviews conducted by PCG and will comply with recommendations that result from those comprehensive compliance reviews. District will supply a dual certified CAP certified by two District representatives for areas identified as non-compliant during a compliance review.

EXHIBIT B – COMPLIANCE AGREEMENT

Each of the parties to this Participation Agreement agree to fulfill the compliance responsibilities assigned to it in this Exhibit B.

EXHIBIT B
COMPLIANCE CHECKLIST
EFFECTIVE SCHOOL YEAR 2023-2024
SCHOOL-BASED HEALTH SERVICES PROGRAM

Public Consulting Group (PCG) has been retained by the Oklahoma State Department of Education (OSDE) to administer the School Based Health Services (SBHS) program for all participating school districts (hereafter referred to as “School District”). PCG will provide Medicaid billing services pursuant to the contract between the Oklahoma Health Care Authority (OHCA) and OSDE, the contract between OSDE and PCG, and the Participation Agreement among OSDE, PCG, and School District.

This Medicaid Billing Services Compliance Checklist is intended to help School District comply with applicable Medicaid billing requirements. It is a requirement of the SBHS program that OSDE reviews the Checklist together with PCG before the start of each school year, that OSDE executes the Checklist and delivers it to School District before the start of each school year, and that School District complies with the Checklist throughout the school year. The current Compliance Checklist will remain in effect until a new checklist is signed.

All Medicaid billing must be in compliance with all applicable Medicaid requirements, including those relating to documentation. School District’s failure to maintain the required documentation could result in a recoupment of Medicaid payments.

- **School District is responsible for the accuracy of the data it enters into OK EDPlan™, hereafter referred to as “PCG System” and data that it otherwise sends to PCG for Medicaid billing purposes.**
- **School District is responsible for ensuring that claims are not submitted for direct service delivery that was not provided. For example, School District must ensure that claims for direct service delivery are not submitted on dates when student attendance data does not show student as “present” in school.**
- **School District is responsible for maintaining all documentation necessary to support the payment of Medicaid claims.**
- **In the event of a state or federal Medicaid audit, School District is responsible for producing the required documentation, including documentation that may not be referenced in this Compliance Checklist.**
- **School District is responsible for controlling School District user access to the PCG System, including managing passwords and activating and inactivating user access.**

PCG will perform a review of participating School District information based on the data provided by the School District before using that data to bill Medicaid on behalf of School District. The purpose of such “pre-billing checks” is to help School District avoid the submission of claims to Medicaid that do not satisfy Medicaid requirements.

The following Compliance Checklist covers many standard Medicaid documentation requirements for school-based Medicaid direct services billing programs. This is not a comprehensive list of every requirement of the program for which School District will be responsible to provide supporting documentation. **It remains the responsibility of School District to ensure that it is not providing inaccurate documentation to PCG, or otherwise providing information that would lead to the submission of inaccurate claims.**

Please contact PCG if you have any questions about the foregoing outline, or any of the items below.

Services

The SBHS program covers the following services. PCG will provide Medicaid billing services, and pre-billing checks, for each of the following school-based services submitted by School District.

Audiology
Assistive Technology
Child Health Screening
Hearing Screening and Services
Immunizations
Nursing (LPN and RN)
Occupational Therapy

Personal Care
Physical Therapy
Psychological Evaluation and Testing
Psychotherapy Services
Speech Language Therapy Services
Therapeutic Behavioral Services
Vision Screening and Services

Pre-Billing Checks

The services selected above will be subject to the following pre-billing checks. These checks do not relieve the School District of its responsibility to provide and maintain accurate documentation and information.

1. Medicaid ID

REQUIREMENT: Every student for whom a service is provided must have a valid Medicaid ID.

School District is responsible to provide correct student demographic data necessary to determine if the student has a Medicaid ID.

☒ PCG will check Medicaid ID, based on School District data.

Before billing Medicaid, PCG will check Medicaid enrollment data obtained from the State Medicaid agency to confirm that the student has a valid Medicaid ID. If student does not have a valid Medicaid ID, the service will not be billed.

How should PCG expect to receive this information from School District?

☒ Enrollment information will be obtained from the PCG System. The data that generates said information comes from School District.

2. Service Date Span

REQUIREMENT: Each service submitted to Medicaid must be within the time period that the student is covered by Medicaid.

☒ PCG will check Medicaid Service Dates, based on School District data.

Before billing Medicaid, PCG will check Medicaid enrollment data to confirm that the service delivery dates are within the Medicaid date spans obtained from the State Medicaid agency. If the service date is not within the Medicaid date spans, the service will not be billed.

How should PCG expect to receive this information from School District?

Service information will be obtained from the PCG System generated by the data entered by School District.

3. Age

REQUIREMENT: Each service submitted to Medicaid must be age-appropriate.

School District is responsible to provide correct student demographic data necessary to determine if the student is the required age.

PCG will check student Age, based on School District data

Before billing Medicaid, PCG will check that the student is the required age on the date of service, based on Medicaid rules for the type of service submitted. For example, a student must be 3 years and older to receive a school-aged service. If the student is not of the appropriate age, then the service will not be billed.

How should PCG expect to receive this information from School District?

Demographic info will be obtained from the PCG System. The data that generates said information comes from School District.

Age Range: Between 3 years and less than 21 years as of the date of the school-based service.

4. Diagnosis Code

REQUIREMENT: Each service submitted to Medicaid must include a diagnosis code.

School District is responsible for verifying that the appropriate diagnosis code is selected and documented in the PCG system.

PCG will check that School District provided a diagnosis code, based on School District data.

Before billing Medicaid, PCG will check that School District has provided a diagnosis code pursuant to OHCA Policies and Rules **317:30-5-4**. If a diagnosis code is not provided by School District, the service will not be billed.

Please select the method by which diagnosis codes are provided to PCG:

Provider-selected diagnosis code will be documented in the service log in the PCG System by School District. PCG will extract the diagnosis codes prior to each billing cycle.

School District is responsible for verifying that the appropriate diagnosis code is selected and on file.

5. Individualized Education Program (IEP) Dates

REQUIREMENT: Each service submitted by School District to PCG that requires an IEP for Medicaid billing must be supported by an IEP effective on the date of service documented by School District. It is

School District's responsibility to make sure that the IEP includes the student's name; description of medical condition; achievable, measurable, time-related goals and objectives that are related to the functioning of the student; the type of services the student will need, and the frequency and estimated length of treatments; and the duration of treatment. Note - PCG will not check or confirm that the IEP includes these items; School District must check and confirm that the applicable IEP has all necessary information for any service that School District submitted pursuant to that IEP. The recommendation for the services identified in the IEP, and the recommendation for the appropriate scope, frequency and duration of the service, must be made by a licensed practitioner of the healing arts operating within their scope of practice.

PCG will check that service delivery dates are within the IEP date span, based on School District data.

Before billing Medicaid, PCG will check that the service delivery dates are within the IEP date span in the PCG System. *It is the responsibility of School District to ensure that the related service is prescribed in the IEP for the appropriate duration to support billing.* If the service date is not within the IEP date span, the service will not be billed.

How should PCG expect to receive this information from School District?

IEP dates will be obtained from the PCG System. The data that generates said information comes from School District.

6. Referral/Order/Physician Authorization

REQUIREMENT: Physical Therapy services must be ordered in writing by a physician (M.D. or D.O.) to be covered by Medicaid; the prescription must be updated annually and maintained in the student's health record.

School District is responsible for ensuring that services with referral/order/physician authorization, and those with dates of service within the effective date of the physician's order, authorization, or referral, are documented in the PCG System.

Before billing a therapy service for Physical Therapy services, PCG will check the date of the physician's order, referral, or authorization, based on School District data.

Before billing Medicaid for a specified therapy service, PCG will check that the date of service is within the effective date of the physician's order, authorization, or referral provided by School District. If the service date is not within the effective dates of the order, authorization, or referral, the service will not be billed.

How should PCG expect to receive this information from the School District?

School District will enter these dates into the PCG System. PCG will extract these dates prior to each billing cycle.

7. Supervisor Sign-Off

REQUIREMENT: Certain specified services may be provided under the direction of or under the supervision of another clinician. For the supervising clinician, "under the direction of" means that the clinician is supervising the individual's care which, at a minimum, includes seeing the individual initially, prescribing the type of care to be provided, reviewing the need for continued services throughout treatment,

assuring professional responsibility for services provided, and ensuring that all services are medically necessary. "Under the direction of" requires face-to-face contact by the clinician at least at the beginning of treatment and periodically thereafter.

School District is responsible for ensuring that providers who meet the Medicaid qualifications have access to document services in the PCG System and that services delivered by providers requiring Supervisor Sign-Off are approved.

☒ PCG will conduct Supervisor Sign-Off checks prior to billing for Nursing, Occupational Therapy, Physical Therapy, Speech Therapy, Therapeutic Behavioral Health, Hearing and Vision services.

For staff members who require documentation review, the supervising provider will use the service log approval wizard in the PCG System to approve appropriately supervised services. Before billing for these services, PCG will check to see if the services by providers without full licensure were approved in this way by School District. If the services are not approved in this way by School District, the services will not be billed.

How should PCG expect to receive this information from School District?

☒ Service provider (clinicians, assistants, and aides) access and usage in the PCG System is managed by School District. The set-up requires School District to maintain and enter any supervisor signoff requirements.

Supervisor signoff information will be obtained from the PCG System. The data that generates said information comes from School District.

8. Provider Qualifications

REQUIREMENT: All School District service providers (clinicians, assistants, and aides) participating in the Medicaid school-based billing program must meet Medicaid and State license/certification requirements, as specified in State Medicaid billing rules. (Select one policy below.)

School District is responsible for ensuring that providers who meet the Medicaid and State license/certification requirements have access to document services in the PCG System. It is the responsibility of School District to obtain and maintain licensure/certification information.

☒ PCG will conduct a pre-billing check that the date of service was a date on which provider was qualified, based on School District data.

Before billing Medicaid for a documented therapy service, PCG will check that the date of service was within the period that the provider was met Medicaid and State license/certification requirements, based on School District data in the PCG System. If the service date is not within the qualification dates, the service will not be billed.

How should PCG expect to receive this information from the School District?

☒ Service provider (clinicians, assistants, and aides) access and usage in the PCG System is managed by School District. The set-up requires School District to enter licensure/certification information for Health-related staff and update it at minimum annually thereafter.

Licensure/certification information will be obtained from the PCG System. The data that generates said information comes from School District.

9. Parental Consent to Access Public Benefits or Insurance

REQUIREMENT: Under 34 CFR §300.154(d)(2)(iv), a public agency must obtain a one-time written parental consent before accessing a child's or parent's public benefits or insurance for the first time. Paragraph (A) of § 300.154(d)(2)(iv) describes the specific elements of the written parental consent that a public agency must obtain under FERPA and IDEA before it may release for billing purposes a child's personally identifiable information to a public benefits or insurance program (e.g., Medicaid). Paragraph (B) of § 300.154(d)(2)(iv) requires that the onetime consent must specify that the parent understands and agrees that the public agency may access the child's or parent's public benefits or insurance to pay for services. A public agency must also provide initial and annual written notification as described in 34 CFR §300.154(d)(2)(v) to ensure that parents are fully informed of their rights before a public agency can access their or their child's public benefits or insurance to pay for services under the IDEA.

Under all circumstances, School District is responsible for maintaining copies of parental consents to access public benefits as well as written notifications and, if applicable, revocations of such consents.

☒ PCG will conduct a pre-billing check for parental consent to access public benefits, based on School District data

If the student has a consent date before the service date, and there is no revocation of consent documented thereafter, then the services will pass the check and be eligible for billing. If the service date does not follow an effective parental consent date, the service will not be billed.

How should PCG expect to receive this information from School District?

☒ School District will enter the date of parent consent into PCG System.

10. Non-School Days (Weekends, Holidays, etc.)

REQUIREMENT: Claims may not be submitted for services on days when school is not in session, including but not limited to holidays, professional development days, weather-related closures, and weekends.

☒ PCG will check Non-School Days before billing, based on School District data.

Before billing Medicaid, PCG will check that the date of service does not fall on a Non-School Day as defined in School District's PCG System calendar. If the service date falls on a Non-School Day, the service will not be billed.

☒ PCG will check Weekends before billing, based on School District data.

Before billing Medicaid, PCG will check that the date of service does not fall on a weekend as defined in School District's PCG System calendar. If the service date falls on a weekend, the service will not be billed.

How should PCG expect to receive this information from School District?

Calendar info will be obtained from the PCG System. The data that generates said information comes from School District.

11. Private Insurance

REQUIREMENT: Every service covered by private insurance must be removed from the claim.

PCG will check private insurance data through the Medicaid ID check referenced above.

Before billing Medicaid, PCG will check Medicaid enrollment data to determine if the student has private insurance. If student has private insurance, the service will not be billed.

How should PCG expect to receive this information from School District?

Enrollment information will be obtained from the PCG System. The data that generates said information comes from School District.

12. Prior Authorization

REQUIREMENT: Personal Care services must be prior authorized by the Medicaid agency or an agent of the Medicaid agency to be covered by Medicaid; the prior authorization must be updated annually and maintained in the student's health record.

Before billing for Personal Care services, PCG will check the date of the prior authorization, based on School District data.

Before billing Medicaid for a specified therapy service, PCG will check that the date of service is within the effective date of the prior authorization provided by School District. If the service date is not within the effective dates of the order, authorization, or referral, the service will not be billed.

How should PCG expect to receive this information from the School District?

School District will enter these dates into the PCG System. PCG will extract these dates prior to each billing cycle.

CLINICAL ROTATION AGREEMENT

between

SAPULPA PUBLIC SCHOOLS

and

NORTHEASTERN STATE UNIVERSITY

THIS AGREEMENT is made and entered into as of January 1st, 2024 between Northeastern State University (the “School”), and Sapulpa Public Schools, (the “Facility”).

1. Fieldwork. The School shall arrange fieldwork/clinical experiences (“Fieldwork”) for all Health Profession Programs (“Students”) at the Facility. The School and the Facility shall mutually determine the scope of the Fieldwork or Clinical experience, the schedule of student assignments and the number of Students who may participate in the Fieldwork.

2. Term. The term of this Agreement shall be for the period of the Fieldwork, approximately three years commencing January 1, 2024, and ending December 31, 2027, unless terminated earlier as provided in this Agreement. After the initial term, this Agreement shall continue in effect for additional periods of one year each unless one party notifies the other at least 90 days prior to the end of the initial term or any extended term of its intent to terminate this Agreement at the end of such term, in which event this Agreement shall terminate at the end of the then-current term. However, notification by a party of its intent not to renew shall not affect students currently enrolled and participating in Fieldwork.

3. Responsibilities of the School.

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

b. The School shall provide a roster of the names of the Academic Fieldwork Coordinator and Students (the “Roster”), along with a rotation schedule, to the coordinator at the Facility before the Fieldwork begins.

c. For Students who will participate in the Fieldwork, the School shall provide to the Facility verification of the following immunizations and tests: (i) a complete Hepatitis B vaccination series (series of three or waiver); (ii) a negative PPD or chest x-ray; (iii) MMR vaccination(s) or positive titer(s); (iv) a written verification of varicella history, varicella vaccination or a varicella titer by a physician or a physician’s designee; (v) influenza vaccination or waiver, (vi) tetanus and T-Dap (Tetanus, Diphtheria, Pertussis), and (vii) national background check and drug screen.

d. The School shall require that each Student before beginning the Fieldwork have current American Heart CPR certification that meets standards acceptable to the Facility.

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

f. The School shall be responsible for all actions, activities and affairs of Students during the Fieldwork to the extent required by law.

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

4. Responsibilities of the Facility.

a. The Facility shall designate a Facility employee to serve as its coordinator (the "Fieldwork Educator") for the Fieldwork and to work directly with the Academic Fieldwork Coordinator to plan and coordinate the Fieldwork. The Facility may also designate one or more employees to serve as Fieldwork Educators.

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

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

d. The Facility shall permit Students to assist in the provision of health services to Facility clients, but the Facility may restrict their activities, including any client care activities, at the Facility.

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

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

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

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

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

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

b. Students are required to wear professional attire, comply with the Facility dress code, be well groomed, and wear a Student name badge or a Facility name badge as required by the Facility.

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

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

e. The School has provided the Students with initial training with respect to protected health information that is necessary and appropriate for them to carry out the activities contemplated by this Agreement as required by applicable provisions of the Health Information Portability and Accountability Act of 1996 and regulations.

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

g. All information that has been furnished to the Facility concerning the School, Students and Academic Fieldwork Coordinator is true and correct in all respects.

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

7. Insurance Coverage.

a. State-Operated Institutions. All agencies, colleges and universities of the State of Oklahoma are provided with liability coverage through the State of Oklahoma Risk Management Program which administers a self-insurance pool for all State entities under authority of 74 O.S. § 85.58 A. The State of Oklahoma enjoys sovereign immunity and waives its immunity only to the extent of the Governmental Tort Claims Act (GTCA) 51 O.S. § 151, et seq. or any other statute if such statute raises the limits of liability above those stated in the GTCA. The University does not provide professional liability insurance for Student(s). Student(s) must purchase and provide proof of professional liability insurance with minimum limits of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. Student(s) understand that if they do not provide proof of and/or maintain professional liability insurance, they will not be allowed to remain in the clinical experience.

b. Additionally, the University does not provide health care coverage for students. Insurance coverage and payment for all health care services, including but not limited to emergency health care and/or first aid treatment, is the sole responsibility of the student.

8. Termination.

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

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

9. Responsibility for Actions. Each party shall be responsible for its own acts and omission and the acts and omissions of its employees, officers, directors and affiliates. A party shall not be liable for any claims, demands, actions, costs expenses and liabilities, including reasonable attorneys' fees, which may arise in connection with the failure of the other party or its employees, officers, directors, or agents to perform any of their obligations under this Agreement. If the School is an agency or institution of the State of Oklahoma, the School's liability shall be governed by the Oklahoma Governmental Tort Claims Act.

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

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

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

13. Information Compliance.

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

b. The School must, and the School shall require the Students to appropriately safeguard protected early intervention and education information in accordance with applicable provisions of Part C of the Individuals with Disabilities Act and the Family Educational Rights and Privacy Act. The Student may use and disclose protected early intervention information and education solely for the education and treatment purposes contemplated by this Agreement.

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

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

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

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

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

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

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

20. Rights Cumulative; No Waiver. No right or remedy conferred in this Agreement upon or reserved to the Facility is intended to be exclusive of any other right or remedy. Each and every right and remedy shall be cumulative and in addition to any other right or remedy provided in this Agreement. The failure by either the Facility or the School to insist upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy shall not impair any such right or remedy or be construed as a waiver or relinquishment with respect to subsequent defaults.

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

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

SCHOOL:

Northeastern State University

By _____ Date _____
Rodney Hanley, PhD
President
600 N. Grand Ave.
Tahlequah, OK 74464

FACILITY:

Sapulpa Public Schools

By _____ Date _____
Sapulpa BOE President
511 East Lee
Sapulpa, OK 74066

Special Education Director:
Katherine Stufflebeam, kstufflebeam@sapulpaps.org



Construction Materials Testing • Special Inspections • Geotechnical Engineering

October 10, 2023, *Revised October 30, 2023*

Sapulpa Public Schools
511 E Lee Ave
Sapulpa, OK 74066
(918) 224-3400

Attn: Robert Armstrong, Superintendent, rarmstrong@sapulpaps.org

Re: Proposal for Geotechnical Engineering Services | No. PG151923
Sapulpa PS - Westside Baseball & Softball Complex
[1729 S Wickham Rd, Sapulpa, OK 74066](https://www.google.com/maps/place/1729+S+Wickham+Rd,+Sapulpa,+OK+74066)

AIMRIGHT is pleased to present this proposal to perform Geotechnical Engineering Services for the proposed construction at the referenced site. Our proposal is based on our review of the provided information/documents, and our experience with similar projects.

We will provide our services on a Lump Sum basis. If additional testing and/or engineering services are required, AIMRIGHT will obtain your approval prior to performing. We will analyze the field and laboratory data and provide an engineering report within approximately **26 days after receiving notice to proceed.**

For the stated Scope of Services outlined on the following page, the total cost is **\$6,540.**

Our Scope of Services will not include surveying of boring locations, quantity estimates, preparation of plans or specifications, slope stability analysis, or the identification and evaluation of environmental aspects of the project site.

If requested, GPR services may be conducted to scan the boring locations for any below grade utilities or obstructions that may not be located by OKIE or appropriate personnel. The services may be estimated at a lump sum cost of approximately \$950 to \$1,350. AIMRIGHT will obtain quote/services from a subcontractor for final pricing and include in final invoice.

Please review the attached terms/conditions and complete/return the authorization form to proceed with work. We appreciate the opportunity to submit this proposal, and we are looking forward to working with you on this project. If you have any questions regarding this proposal, please contact us at your convenience.

Respectfully submitted,

Justin J. Boyd Jr., P.E.
Engineering Manager
jboyd@aimrighttesting.com
(918) 392-8041

SCOPE OF SERVICES	DEVELOPMENT	<p>We understand that a new one- to two-story structure, new playfields (possible new turf system), new booths/bleachers/scoreboard/lighting structures, and associated parking/drive areas will be constructed on the referenced site. The site currently is comprised of existing playfields, dugout structures, fencing, sidewalks, pavements, miscellaneous small concession/restroom structures, and mainly grass/soil/gravel covered with few trees and shrubbery. The final design has not been completed.</p> <p>The site topography is generally level with minimal elevation differences. Cut/fill depths have not been finalized; however, we estimate that general cut/fill of approximately 6 to 18 inches will be required to reach the final site elevations.</p> <p>The structures are anticipated to be supported by a concrete slab-on-ground and shallow or deep foundation system. Information regarding estimated structural loading conditions was not provided; however, we will utilize maximum column loads of 20 to 40 kip (10 kip for lighting structures) and wall loads of 1 to 2 kip/ft in our engineering analyses.</p> <p>The new parking/drive areas will be constructed with an asphalt and/or concrete surface and aggregate base course overlying a properly prepared subgrade. Information was not provided; however, we will utilize an estimated 20-year traffic volume to be equal to 25,000 (standard) and 50,000 (heavy duty) equivalent 18-kip single-axle loads (ESALs).</p>																																					
	Mobilization	<p>We do not anticipate difficulties in accessing the boring locations. Prior to mobilizing to the site, we will contact OKIE for utility location. If there are any suspicions of sensitive subsurface obstructions that will not be verified by OKIE or appropriate personnel, then we recommend utilizing GPR services to assist in clearing the boring locations.</p>	\$750																																				
	Field Exploration	<p>We propose to explore the subsurface conditions at the site by drilling borings to planned depths illustrated in the table below, or 5 feet into rock or auger refusal, whichever occurs first. If additional drilling is necessary, you will be contacted immediately to authorize.</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr style="background-color: #800000; color: white;"> <th>Boring Nos.</th> <th>Structure</th> <th>Depth</th> <th>Each</th> <th>Quantity</th> <th>Cost</th> </tr> </thead> <tbody> <tr> <td>B-1, B-3</td> <td>Bleachers, Dugouts, Booths</td> <td>15 ft</td> <td>\$180</td> <td>2</td> <td>\$360</td> </tr> <tr> <td>B-2, B-4 to B-6, L-1 to L-5</td> <td>Building, Lighting</td> <td>20 ft</td> <td>\$240</td> <td>9</td> <td>\$2,160</td> </tr> <tr> <td>SB-1, SB-2</td> <td>Scoreboards</td> <td>20 ft</td> <td>\$240</td> <td>2</td> <td>\$480</td> </tr> <tr> <td>F-1, F-2</td> <td>Field Turf System</td> <td>5 ft</td> <td>\$60</td> <td>2</td> <td>\$120</td> </tr> <tr> <td>P-1, P-2</td> <td>Parking/Drive</td> <td>5 ft</td> <td>\$60</td> <td>2</td> <td>\$120</td> </tr> </tbody> </table> <p>Representative soil samples will be obtained using a standard 2-inch outside diameter split-barrel sampler in general compliance with American Society of Testing and Materials (ASTM) D 1586 standards to evaluate the consistency and general engineering properties of the subsurface soils. At regular intervals within the borings, split-spoon samples will be visually classified based on texture and plasticity.</p> <p>Field personnel will log the soils encountered and retain the split-spoon samples for additional assessment and selective laboratory testing. If any, groundwater level readings will be recorded during and at the completion of drilling. Upon completion of drilling, all borings will be backfilled per OWRB requirements and topped with concrete and/or asphaltic patch compound, where applicable.</p>	Boring Nos.	Structure	Depth	Each	Quantity	Cost	B-1, B-3	Bleachers, Dugouts, Booths	15 ft	\$180	2	\$360	B-2, B-4 to B-6, L-1 to L-5	Building, Lighting	20 ft	\$240	9	\$2,160	SB-1, SB-2	Scoreboards	20 ft	\$240	2	\$480	F-1, F-2	Field Turf System	5 ft	\$60	2	\$120	P-1, P-2	Parking/Drive	5 ft	\$60	2	\$120	\$3,240
	Boring Nos.	Structure	Depth	Each	Quantity	Cost																																	
	B-1, B-3	Bleachers, Dugouts, Booths	15 ft	\$180	2	\$360																																	
B-2, B-4 to B-6, L-1 to L-5	Building, Lighting	20 ft	\$240	9	\$2,160																																		
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F-1, F-2	Field Turf System	5 ft	\$60	2	\$120																																		
P-1, P-2	Parking/Drive	5 ft	\$60	2	\$120																																		
Laboratory Testing	<p>We anticipate the laboratory testing program will include in-situ moisture content determination, Atterberg limits, particle size analysis, and soil classification performed in general accordance with ASTM and American Association of State Highway Transportation Officials (AASHTO) procedures.</p>	\$1,800																																					
Engineering Report	<p>We will analyze the field and laboratory data and provide an engineering report regarding recommendations, where applicable, for site earthwork, fill material, slab-on-ground, foundation, and pavement design.</p>	\$750																																					



APPROXIMATE BORING LOCATIONS (Boring locations provided for illustration and final quantity/locations to be determined with client.)

BORING LOCATION PLAN

PROPOSAL NO.: PG151923
SOURCE: Aerial Imagery/Provided Layout

PROJECT: Sapulpa PS - Westside Baseball & Softball Complex
CLIENT: Sapulpa Public Schools





📍 APPROXIMATE BORING LOCATIONS (Boring locations provided for illustration and final quantity/locations to be determined with client.)

BORING LOCATION PLAN

PROPOSAL NO.: PG151923
SOURCE: Aerial Imagery

PROJECT: Sapulpa PS - Westside Baseball & Softball Complex
CLIENT: Sapulpa Public Schools



PROJECT AUTHORIZATION and INFORMATION LISTING

Proposal No.		Date:	
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Authorization	
----------------------	--

Firm Name:	
Address:	
Phone #:	
Print Name/Title:	
Signature:	

Project Information	
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Name:	
Location:	
Project No.:	
Purchase Order No.:	
Manager:	

Invoicing	
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Name:	
E-mail:	
Address:	
Phone #:	

Distribution Copies			
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Name:		E-mail:	

Special Instructions	
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GENERAL TERMS AND CONDITIONS

SECTION 1: STANDARD OF CARE

- 1.1 The standard of care for all services performed or furnished by AIMRIGHT Testing and Engineering, LLC ("Consultant") under this Contract will be that level of care and skill ordinarily exercised by members of Consultant's profession practicing under similar conditions at the same time and in the same geographical region. Consultant makes no warranties, express or implied, under this Contract or otherwise, in connection with the Consultant's services.

SECTION 2: CONSULTANT'S SERVICES

- 2.1 Services. Consultant shall perform the services described in Consultant's Proposal in accordance with this Contract, which may include construction materials testing services or subsurface exploration and geotechnical consultation services.

- 2.2 Subsurface Exploration and Geotechnical Consultation Services. If Consultant's Proposal includes services for subsurface exploration and geotechnical consultation, then this Section 2.2 shall apply:

(a) Subsurface Risks. Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Site exploration may fail to detect unknown or undocumented conditions such as sinkholes, underground mines, caverns, hazardous materials, etc. Subsurface sampling may also result in unavoidable contamination of certain subsurface areas, or bodies of water if unknown contaminated zones exist at the site. The passage of time also must be considered, and Client recognizes that, due to natural occurrence or other direct or indirect human intervention at the site or distance from it, actual conditions may quickly change. Client understands that elimination of these risks is not possible and therefore waives any claim against Consultant, for injury or loss or property liability that may arise from such subsurface conditions.

(b) Site Clearing/Erosion Control. When clearing of vegetation or benching into the earth is required to provide access for exploration equipment, rough-cleared access roads and some felled trees may result. Consultant shall not be responsible for restoring the site to its original condition, and Consultant shall not conduct any regrading, revegetation or erosion control.

(c) Utilities/Existing Man Made Objects. Prior to Consultant commencing the services, Client shall disclose the presence and accurate location of any utilities and any hidden or obscure man-made objects to Consultant in writing. Consultant shall not be responsible for any damages to subterranean structures or objects that were not specifically identified to Consultant in writing prior to Consultant commencing the services and/or which were not correctly shown on the plans furnished to Consultant. The Client agrees to waive any and all claims against the Consultant Group and to defend, indemnify and hold harmless the Consultant Group from and against all claims, costs, losses, liabilities, damages, and expenses (including, but not limited to, all attorneys' fees and dispute resolution costs) arising out of or relating to damage to subsurface conditions or structures, whether owned by Client or third parties.

(d) Samples. Consultant will retain all soil and rock samples for thirty (30) days. Further storage or transfer can be made at the Client's expense upon written request.

- (e) Construction Estimates/Bid Documents/Plans and Specifications.

(1) Any reports prepared by Consultant in connection this Contract are for general geotechnical design purposes only, and Client shall not rely on these reports to prepare accurate bids or estimates for excavation and rock quantities, dewatering, removal of unsuitable materials or excavation support. An entirely different work scope will be required for quantity estimation purposes.

(2) Client agrees to retain Consultant to review the plans and specifications and work with other design professionals who are affected by any report furnished by Consultant in connection with this Contract. The review of plans and specifications is to assure that the geotechnical issues have been dealt with properly and that geotechnical findings and recommendations are properly interpreted and incorporated in design.

(3) Misinterpretation or improper use of Consultant's reports by contractors or others in preparing cost and quantity estimates or bid documents is a major cause of construction claims. Client agrees to defend, indemnify and hold harmless the Consultant Group from and against all claims, costs, losses, liabilities, damages, and expenses (including, but not limited to, all attorneys' fees and dispute resolution costs) arising out of or relating to cost or quantity estimates or bid documents prepared by others without Consultant's written approval.

2.3 Time. Unless specific periods of time or specific dates are specified in this Contract, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services. If in this Contract specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of Consultant, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.

2.4 Changes. If Client requests changes in the scope of Consultant's services, the time of performance of Consultant's services shall be adjusted equitably and the rates and amounts of compensation provided for herein shall also be subject to equitable adjustment.

SECTION 3: OWNERSHIP OF DOCUMENTS

3.1 All reports, boring logs, field notes, laboratory test data, calculations, estimates, proprietary information and other documents or information ("Instruments of Service") prepared, developed, or acquired by Consultant shall be the property of Consultant, and Consultant shall retain an ownership and property interest therein.

3.2 Client agrees that all Instruments of Service or other work furnished to the Client or its agents, which are not paid for in accordance with the Contract, shall be returned to Consultant upon demand and shall not be used by the Client for any purpose whatever.

3.3 Consultant hereby grants to Client a nonexclusive license to use the Instruments of Service furnished by Consultant only for the purpose of the operation and maintenance of the Project for which the Instruments of Service were provided. Client may make and retain copies of the Instruments of Service only for use on the Project by Client. The Instruments of Service are not suitable for reuse by Client or others on extensions, modifications, or expansions of the Project or any other project. Any such reuse or modification without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, shall be at Client's sole risk and without liability or legal exposure to Consultant, or to Consultant's officers, directors, partners, employees, agents, or representatives (the "Consultant Group").

3.4 Client agrees to waive any and all claims against the Consultant Group and to defend, indemnify and hold harmless the Consultant Group from and against any and all claims, costs, losses, liabilities, damages, and expenses (including, but not limited to, all attorneys' fees and dispute resolution costs) arising out of or relating to Client's use of the Instruments of Service in violation of the Contract.

SECTION 4: PAYMENT TERMS

4.1 Client shall pay Consultant for the services performed or furnished on the basis set forth on the Information Sheet.

4.2 Invoices will be submitted monthly to Client and upon Consultant's completion of services. Invoices are due and payable within thirty (30) days of receipt. If Client fails to make any payment due Consultant for services or expenses within thirty (30) days after receipt of Consultant's invoice, the amounts due Consultant will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Consultant may, after giving seven (7) days written notice to Client, suspend the services until Consultant has been paid in full all amounts due. Payments will be credited first to interest and then to principal.

4.3 In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and Client shall pay to Consultant the undisputed portion.

4.4 Client agrees to pay all collection costs and expenses, including attorneys' fees, incurred by Consultant in collecting or attempting to collect any past due account.

SECTION 5: INSURANCE & LIMITATION OF LIABILITY

- 5.1** Consultant shall procure and maintain the following insurance coverage:
- | | | |
|-----|-------------------------------------------|----------------------------|
| (a) | Worker's Compensation Insurance | statutory limit |
| (b) | Employer's Liability | \$1,000,000 |
| (c) | Comprehensive General Liability Insurance | |
| | General Aggregate | \$2,000,000 |
| | Bodily injury & property damage | \$1,000,000 per occurrence |
| (d) | Automobile Liability Insurance | \$1,000,000 per occurrence |

5.2 Limitation of Professional Liability. Notwithstanding anything in the Contract to the contrary, and to the fullest extent permitted by law, Client agrees that the total liability of the Consultant Group to Client and anyone claiming by, through, or under Client for any cost, loss, or damages caused by the acts or omissions of Consultant shall not exceed \$100,000.00 or Consultant's total fee for the services, whichever is more.

5.3 Waiver of Consequential Damages. Notwithstanding anything herein to the contrary, neither Consultant nor Client shall be liable to the other for any consequential, special, or indirect losses or damages, whether arising in contract, warranty, tort, strict liability or otherwise, including but not limited to losses of use, profits, business, reputation or financing.

SECTION 6: RIGHT OF ENTRY

6.1 Client and/or property owner shall provide access to and make all provisions for right of entry to Consultant and all equipment necessary for Consultant to perform the services. It is understood by Client that in the normal course of services some damage may occur, the correction of which is not part of this Contract. Client shall not be responsible whatsoever for any such damage or for the correction of any damage.

SECTION 7: SAMPLING OR TEST LOCATION

7.1 Unless otherwise specified in writing, the Consultant's fees set forth on the Information Sheet do not include costs associated with surveying the site for the accurate horizontal and vertical locations of boreholes, test pits or other field tests performed. Client shall be responsible for such additional costs. Field tests or boring locations described in Consultant's report or shown on sketches are based on information furnished by others or estimates made in the field by Consultant's representatives. Client acknowledges and agrees that such dimensions, depths, or elevations are approximations only. Client shall not rely upon such information, and Consultant makes no warranties, express or implied, as to this information.

SECTION 8: MONITORING OF FIELD ACTIVITIES

8.1 The presence of Consultant's field personnel, either full-time or part-time, at the Project will be for the purpose only of providing periodic observation and field testing of specific aspects of the Project as authorized by the Client. Client acknowledges and agrees that Consultant will not be responsible for the supervision or direction of the contractor's work, or the work of contractor's employees, agents, or subcontractors. The presence or absence of Consultant's field representatives, or Consultant's observation or testing, shall not relieve the contractor of its responsibilities to perform its work in accordance with the plans and specifications. Consultant shall not have any control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the contractor's work or of any other persons or entities performing portions of the work at the Project.

8.2 The observations and tests performed by Consultant's field representative are valid only for the time and location the test is performed. The Client acknowledges that outside factors such as construction activity, weather and the passage of time can alter condition of the material tested or observed.

8.3 Client agrees that the contractor will be solely and completely responsible for working conditions at the Project, including safety of all persons and property during performance of its work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to

normal working hours. Client acknowledges and agrees that Consultant will not be responsible for job or site safety on the Project, and that Consultant does not have the duty or right to stop the work of the contractor.

- 8.4** Client waives any and all claims against the Consultant Group and agrees to indemnify, defend and hold harmless the Consultant Group from and against all claims, costs, losses, liabilities, damages, and expenses (including, but not limited to, all attorneys' fees and dispute resolution costs) arising out of or relating to contractor's failure to perform its work in accordance with plans and specifications or contractor's failure to comply with the applicable safety requirements and regulations.

SECTION 9: HAZARDOUS SUBSTANCES

9.1 Client agrees to comply with all applicable laws related to Hazardous Substances. Consultant shall not be responsible in any way for any Hazardous Substances uncovered, revealed, or discovered at the Project site.

9.2 The term "Hazardous Substance" means any substance or material: (i) the presence of which requires management, reporting, investigation or remediation under any federal, state or local law, statute, rule, regulation, ordinance, order, action, policy or common law; (ii) which is or becomes regulated by any federal, state or local governmental authority, including without limitation, any substance or waste material which is defined or listed as a "hazardous waste," "acutely hazardous waste," "extremely hazardous substance," "restricted hazardous waste," "industrial waste," "hazardous substance," "hazardous material," "pollutant" "hazardous air pollutant," "criteria pollutant," "volatile organic compound," "priority pollutant," "special waste," "SARA 313 chemical" or "contaminant" under any law; (iii) which contains gasoline, diesel fuel or other petroleum hydrocarbons or a petroleum derivative; (iv) which contains polychlorinated biphenyls ("PCBs"), asbestos or urea formaldehyde; or (v) which poses an unreasonable risk of injury to human health or the environment.

9.3 If any Hazardous Substance is discovered at the Project site, the Client shall be solely responsible for all costs and expenses associated with the discovery of such Hazardous Substance. To the fullest extent permitted by law, the Client shall defend, indemnify and hold harmless the Consultant Group from and against any and all claims, costs, losses, liabilities, damages, and expenses (including, but not limited to, all attorneys' fees and dispute resolution costs) arising out of or related to Consultant's performance of the services in an area where a Hazardous Substance is discovered.

SECTION 10: DISPUTES

10.1 In the event of a dispute arising out of or relating to this Contract or the services to be rendered hereunder, Client and Consultant agree to attempt to resolve such disputes in the following manner:

(a) Amicable Resolution. The parties agree to first attempt to resolve such disputes amicably through direct negotiations between the appropriate representatives of each party.

(b) Mediation. If such negotiations are not fully successful, the parties agree to attempt to resolve any remaining disputes by mediation conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Oklahoma. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(c) Arbitration. The parties acknowledge and agree that the Contract and the subject matter hereof are substantially connected with and involved with interstate commerce. Any controversy, dispute or claim arising out of or related to the Contract, or the breach thereof, not otherwise resolved in accordance with this Section shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitration hearing shall be held in Oklahoma. The provisions of this section to arbitrate and any judgment rendered upon the award by the arbitrator or arbitrators may be enforced in any court having jurisdiction thereof. The prevailing party shall be entitled to have its reasonable attorneys' fees and related costs and expenses paid by the non-prevailing party.

SECTION 11: THIRD PARTY CLAIMS

11.1 To the fullest extent permitted by law, Client agrees to defend, indemnify and hold harmless the Consultant Group from and against any and all third party claims whatsoever (including, but not limited to, all attorneys' fees and dispute resolution costs) arising from any act, error, or omission of Client relating to the Project. To the fullest extent permitted by law, Consultant agrees to defend, indemnify and hold harmless the Client from and against any and all third party claims whatsoever (including, but not limited to, all attorneys' fees and dispute resolution costs) arising from any act, error, or omission of Consultant relating to the Project.

SECTION 12: TERMINATION

12.1 This Contract may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with this Contract, and provided that the defaulting party has not cured such failure within five (5) days after receiving such written notice. In the event of termination, Consultant shall be paid for services performed to the termination date plus reasonable termination expenses.

12.2 In the event Client terminates or suspends Consultant's services for three (3) months or more prior to Consultant's completion of all reports contemplated by this Contract, Consultant may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of termination or suspension. Client shall be responsible for the expenses of such termination or suspension, which shall include, without limitation, all costs of Consultant to complete such analyses, reports or records.

12.3 Consultant may terminate the Contract by written notice to Client if Client fails to pay Consultant's undisputed invoices in the manner required by this Contract, if such failure continues for a period of ten (10) days after written notice is given to Client.

SECTION 13: ASSIGNS

13.1 Neither the Client nor Consultant may delegate, assign, sublet or transfer any obligation or interest in this Contract without the written consent of the other party.

SECTION 14: CERTIFICATIONS, GUARANTEES AND WARRANTIES

14.1 Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant having to certify, guarantee or warrant the existence of conditions whose existence Consultant cannot ascertain. Client shall not make resolution of any dispute with Consultant or payment of any amount due to Consultant in any way contingent upon signing any such certification, guarantee, or warranty.

SECTION 15: MISCELLANEOUS

15.1 Governing Law. This Contract shall be governed by the law of the state in which the Project is located.

15.2 Notices. Any notice required under this Contract shall be in writing, addressed to the appropriate party at its address on the signature page and given personally, by certified mail (return receipt requested), or by Federal Express, UPS, or other nationally recognized overnight carrier. All notices shall be effective upon the date of receipt.

15.3 Waiver. Non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Contract.

15.4 Headings. This Contract may be executed in one or more counterparts and by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument. All signatures need not appear on the same counterpart.

15.5 Severability. The determination of the invalidity of all or any provision in this Contract shall not render the remaining provisions void or unenforceable, and this Contract shall thereafter be construed as though such invalid provision were not a part hereof.

FRITZ LAND SURVEYING, LLC

Professional Land Surveying Services

DATE: SEPTEMBER 28, 2023

TO: MR. ROB ARMSTRONG, SUPERINTENDENT
SAPULPA PUBLIC SCHOOLS

RE: PROFESSIONAL LAND SURVEYING SERVICES
WESTSIDE BASEBALL AND SOFTBALL COMPLEX
APPROX. 16 ACRE SITE, EAST OF THE WESTSIDE SOCCER COMPLEX

FRITZ LAND SURVEYING, LLC WOULD LIKE TO PROPOSE THE FOLLOWING SCOPE OF WORK AND ASSOCIATED FEES FOR THE ABOVE-MENTIONED PROJECT:

PROVIDE A DETAILED ALTA-STYLE BOUNDARY AND TOPOGRAPHICAL SURVEY FOR ENGINEERED SITE DESIGN AND DEVELOPMENT. SERVICES INCLUDE EASEMENT RESEARCH AND UNDERGROUND UTILITY LOCATES / AS-BUILTS.

SURVEY FEE: \$9500

WORK CAN BEGIN IMMEDIATELY UPON ACCEPTANCE OF THIS SIGNED PROPOSAL AND HAS AN ANTICIPATED DURATION OF 2-3 WEEKS.

A SIGNED PROPOSAL WILL INDICATE A NOTICE TO PROCEED. FAILURE TO RETURN IN A TIMELY MANNER MAY ALTER THE CONTRACT TERMS AND OR SCHEDULE.

PROPERTY MUST BE REASONABLY MAINTAINED. AN ADDITIONAL FEE WILL BE ADDED TO ANY HOSTILE OR OVERGROWN PROPERTIES.

WE ARE A TERO CERTIFIED INDIAN-OWNED COMPANY AND REGISTERED AS A DISADVANTAGED, MINORITY-OWNED BUSINESS WITH ODOT AND THE CITY OF TULSA.

PLEASE LET US KNOW IF WE MAY ANSWER ANY QUESTIONS OR BE OF FURTHER ASSISTANCE AT THIS TIME.

THANK YOU FOR YOUR CONSIDERATION,

ANDY FRITZ, PLS
OWNER

NOTICE TO PROCEED / ACCEPTANCE BY: _____ DATE: _____

524 E. MAIN ST., JENKS 74037

Email: fritzlandsurveying@gmail.com • Ph: 918.528.5121

www.fritzlandsurveying.com

K&T TRUCKING & SITE CLEARING INC.

**P.O. BOX 2256
Sapulpa, OK 74067
(918) 241-2339 / (918) 830-8358
Email: kt.demolition@gmail.com**

PROPOSAL

October 12, 2023

Sapulpa Public Schools

511 E. Lee
Sapulpa, OK
Email: cmoore@sapulpaps.org
Ph: 918-906-3461

Jobsite Location: 1729 S. Wickham Rd, Sapulpa, OK (Sapulpa Youth Baseball Practice fields)

In Ref: Demolition and disposal of old youth baseball fields (Whickham Park), including concession stands, bath rooms, concrete slab, concrete footings, (x18) light poles, Chain-link fence, chain-link/rope back stops, concrete curbs on backstops, steel post, steel/tin dugouts, multiple trees surrounding fields/courtyard, Asphalt/ concrete walking paths, and detached storage shed, and foundation.

K&T Trucking and Site Clearing proposes to do the following items:

1. Furnish any and all labor and equipment.
2. Furnish wrecking permit, sewer seal.
3. Wreck structure down to ground level.
4. Load and haul off all debris derived from wrecking operation.
5. Leave site in a neat and clean condition
6. Furnish insurance in the amount of \$1,000,000.00 for bodily injury and property damage and State of Oklahoma Workers Compensation requirements.

Note: Owners or than K&T, are to remove any and all utilities from work area before work is started. K&T reserves the right to any and all salvage after contract is awarded.

FOR THE CONTRACT PRICE OF

\$ 28,000.00

Accepted & Approved By: (Print) _____ Date _____

(Signature) _____ Sincerely, Kenneth Sam

CONTRACT CHECKLIST

Read through your contract, then **COMPLETE, SIGN, and RETURN** the following:

▶ **CONTRACT CONFIRMATION Page**

• **Fill in the following:**

- Number of Performances (*first blank line on Contract Confirmation*)
- Royalty per Performance (*second blank line on Contract Confirmation*)
- Additional Rental costs (*if any*)
- Grand Total of Additional Materials (*from Additional Materials page, if ordering*)

• **Include Payment:**

- Check or Money Order (no personal checks)
OR Credit Card information with signature
OR Purchase Order (only for schools and government agencies)
- The \$400 security fee *must* be paid by Credit Card, Check or Money Order

▶ **ADDITIONAL MATERIALS Page**— if ordering (*optional*)

▶ **ADDITIONAL ORCHESTRATION Page**— if ordering (*optional*)

▶ **VIDEO LICENSE, if available, and \$75 fee** — if ordering (*optional*)

▶ **Any other Contract Riders that require signature**

ADDITIONAL NOTES

TO POSTPONE OR CANCEL A SHOW:

- Log into your MyMTI account at <https://account.mtishows.com>
- Click on *Change Booking*

To Postpone: Select your new dates and click *Submit*

You will receive an email confirmation including a summary of your requested changes

To Cancel: Select *I'd Like to Cancel My Booking* and click *Submit*

Once your request is processed, you will receive an email confirmation and you'll be able to access your invoice through your MyMTI account by clicking *Booking Details*, and then select *My Invoice*

MULTIPLE ORCHESTRATIONS: For shows with multiple Orchestration, you may order additional parts only for the Orchestration you selected on the Contract Confirmation page.

FINAL SALES TAX AND SHIPPING FEES: Final Sales Tax and Shipping Fees can only be determined after Contract and security deposit have been processed.

HOW TO RETURN YOUR CONTRACT:

- By Email: Scan and email your signed Contract, with payment information, to your licensing representative
- By Mail: Sign and mail your Contract, with payment information, to:

Music Theatre International
423 West 55th Street
New York, NY 10019

Please read through the entire Contract to ensure proper compliance with the terms of your agreement with MTI.

***The Licensing FAQ/Guidelines and Contract Checklist are provided for information only
and are not part of the MTI Production Contract***

MTI PRODUCTION CONTRACT

Your MTI Rep: ROHR DRISCOLL
Your MTI Account Number: 6733570
Contract #: 9851947 Printed on: 10/09/23

Licensee:

SAPULPA HIGH SCHOOL
C/O: GINA MYERS
3 S MISSION ST
SAPULPA, OK 74066

TELE#: FAX:
E-MAIL: gmyers@sapulpaps.org

Contract Issue Date: 10/09/23
Contract Expiration Date: 11/20/23
Valid For Performances From: 02/29/24 - 03/02/24
MTI Access Code: JAM2589180

THIS IS A LICENSE FOR AN AMATEUR PRODUCTION OF:
JAMES AND THE GIANT PEACH

SPECIAL CONDITIONS

ROYALTY

ROYALTY A) \$420.00 For Each Regular, Benefit or Other Performance
Provisions: Regular Performance
Seating Limited to 350 per Performance
Tickets @ 10.00 5.00 0.00

SECURITY FEE

\$400.00 to be refunded following the safe, timely return of the rented material to us, less handling/shipping/missing materials/brokerage fees, late charges and/or any outstanding account obligations.

RENTAL FEE

\$695.00 for a standard set of materials or any part thereof
Provisions:

See attached ADDITIONAL MATERIALS page for a complete list of all materials included in the Standard Rental Set.

The Standard Rental Set (see attached) is the ONLY acting edition authorized by the Authors and MUST be rented from us as a condition of this offering.

If the rental materials are needed in advance of the standard two-month rental period, they may be rented for \$400.00 extra each month or part thereof, pending availability.

CONTRACT CONFIRMATION

COMPLETE AND RETURN TO MTI

Your MTI Rep: ROHR DRISCOLL
Your MTI Account Number: 6733570
Contract #: 9851947 Printed on: 10/09/23

CONFIRMATION OF PERFORMANCE INFORMATION

Name of Organization: SAPULPA HIGH SCHOOL
Name of Show: JAMES AND THE GIANT PEACH
Name and address of performance space/venue: SAPULPA HIGH SCHOOL
3 S MISSION ST, SAPULPA, OK 74066

Date(s) of performance(s): 02/29/2024 - 03/02/2024

Offer Expires: 11/20/2023

Please list number of performances for each calendar month: Feb-1, Mar-2

SHIP WITH: Standard Orchestration Alternate Orchestration Partial No Orchestration
(check one) (If "Partial," you MUST mark the required parts on the ORCHESTRATION DETAILS sheet, and return a copy with your signed contract.)

ROYALTY: Royalty A for 3 performance(s) @ \$ 420.00 per performance, a total of \$ 1,260.00

RENTAL: \$695.00 for a standard set of materials or any part thereof \$ 695.00

ADDITIONAL RENTAL (Outside of the standard two (2) month period): \$100 per week X 4 weeks \$ 400.00

SECURITY FEE: Your security fee MUST be paid in full by check, credit card or money order (No Purchase Orders accepted) in order to process your license. Failure to do so may result in a delay in the processing of your license. \$ 400.00

ADDITIONAL MATERIALS GRAND TOTAL (from ADDITIONAL MATERIALS page): \$ 322.50

SALES TAX (where applicable): \$ n/a

TOTAL: \$ 3077.50

TOTAL AMOUNT ENCLOSED: \$ -400.00

BALANCE REMAINING: \$ 2,677.50

SHIPPING

You will be billed for all shipping charges.
Canadian and overseas shipments are by most efficient carrier, unless otherwise instructed.

Special Shipping Instructions: (check one) OVERNIGHT 3-DAY GROUND (up to 7 days)
If no shipping method is selected, shipment will be by FedEx Ground Service

Shipping Address: 3 S. Mission St.

(NO P.O. BOXES)

City: Sapulpa State: OK Zip/Postal Code: 74066

PAYMENT

ALL PAYMENTS MUST BE MADE IN U.S. FUNDS

CHECK or MONEY ORDER (No personal checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)

CREDIT CARD: VISA MASTERCARD AMERICAN EXPRESS

Card Number: _____ Exp. Date: _____

Name on Card: _____ Billing Postal Code: _____

Signature: _____ Amount: _____

*PLEASE NOTE: ANY REFUNDS ISSUED ON CREDIT CARD PAYMENTS WILL BE PAID TO THE ORGANIZATION BY CHECK

PURCHASE ORDER: For schools and government agencies ONLY, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. YOU MUST STILL return your check, money order or credit card information for the SECURITY FEE along with your signed, authorized P.O. with this license to cause materials to be shipped.

ACCEPTANCE

By signing below, you agree that (i) you have read and understand the terms and conditions of this Production Contract, the accompanying Performance License and all attached riders, which are incorporated by reference into the Performance License and (ii) Licensee shall abide by the terms and conditions contained therein.

PRINT YOUR NAME Gina Myers TITLE Choir Director

AUTHORIZED SIGNATURE Gina Myers DATE 10/17/23

EMAIL gmyers@sapulpaok.org DAY PHONE (918) 224-6560

CONFIRM_0_13r

YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT

STANDARD RENTAL SET

Your MTI Rep: ROHR DRISCOLL
Your MTI Account Number: 6733570
Contract #: 9851947 Printed on: 10/09/23

The rental fee includes the materials below and, when applicable, a full OR partial set of the standard OR alternate orchestration. The rental fee will not change if no orchestrations are ordered.

YOUR STANDARD RENTAL SET WILL INCLUDE:

25 LIBRETTO/VOCAL BOOK
2 PIANO VOCAL SCORE

ORCHESTRATION

STANDARD ORCHESTRATION

Your MTI Rep: ROHR DRISCOLL
 Your MTI Account Number: 6733570
 Contract #: 9851947 Printed on: 10/09/23

Below is a detailed list of all orchestra parts available for this title, along with doublings and other instrumentation notes. If you wish to order additional parts, mark the number of additional parts for each instrument, and return this page with your Contract Confirmation page and include the total number of additional parts on the Additional Materials form.

STANDARD ORCHESTRATION

BOOKS INCLUDED	ADDITIONAL REQUESTED	INSTRUMENT	DOUBLINGS
1	_____	BASS	
1	_____	CELLO	
1	_____	DRUMS	
1	_____	FULL SCORE VOL. 1 OF 4	
1	_____	FULL SCORE VOL. 2 OF 4	
1	_____	FULL SCORE VOL. 3 OF 4	
1	_____	FULL SCORE VOL. 4 OF 4	
1	_____	GUITAR	
1	_____	HORN 1	
1	_____	HORN 2	
1	_____	KEYBOARD	
1	_____	PERCUSSION	
1	1	PIANO	
1	1	REED 1	ALTO SAXOPHONE, CLARINET, FLUTE, PICCOLO SOPRANO SAXOPHONE
1	1	REED 2	CLARINET, ENGLISH HORN, OBOE, TENOR SAXOPHONE
1	1	REED 3	BARITONE SAXOPHONE, BASS CLARINET, BASSOON, CLARINET
1	_____	TROMBONE 1	
1	_____	BASS TROMBONE	
1	1	TRUMPET 1	
1	1	TRUMPET 2	
1	_____	VIOLA	
1	_____	VIOLIN 1	
1	_____	VIOLIN 2	

ADDITIONAL MATERIALS

Your MTI Rep: ROHR DRISCOLL
Your MTI Account Number: 6733570
Contract #: 9851947 Printed on: 10/09/23

ADDITIONAL STANDARD SET MATERIALS ORDER FORM

You can order additional materials and theatrical resources at the following rates.
To order, simply indicate the quantity of each item you would like and
add this Total to the Grand Total on the following page to the Confirmation Page of this Product on Contract.

ITEM	QUANTITY		COST EACH	TOTAL
ADDITIONAL MATERIALS				
LIBRETTO/VOCAL BOOK (Replacement Fee \$25.00)	<u>10</u>	x	\$ 6.25	= \$ <u>62.50</u>
PIANO VOCAL SCORE (Replacement Fee \$80.00)	<u>1</u>	x	\$ 20.00	= \$ <u>20.00</u>
ADDITIONAL ORCHESTRA PARTS (Replacement Fee \$60.00)	<u>6</u>	x	\$ 15.00	= \$ <u>90.00</u>

(Attach ORCHESTRATION sheet with additional parts required marked - list total quantity of parts above)

STANDARD SET MATERIALS TOTAL (add this total to Grand Total on next page)
You MUST return this form along with your contract to receive materials.

\$ 172.50

***See Vendor Pricing following the next page for pricing information

ADDITIONAL MATERIALS

Your MTI Rep: ROHR DRISCOLL
 Your MTI Account Number: 6733570
 Contract #: 9851947 Printed on: 10/09/23

THEATRICAL RESOURCE MATERIALS ORDER FORM

You can order additional materials and theatrical resources at the following rates.
 To order: Indicate the quantity of each item you would like and add the Grand Total of your entire
 Additional Materials order to the Confirmation Page of this Production Contract

ITEM	QUANTITY	COST EACH	TOTAL
THEATRICAL RESOURCES			
CUSTOMIZABLE SHOW POSTERS AND ARTWORK	_____	x \$ 175.00	= \$ _____
HOW DOES THE SHOW GO ON?	_____	x \$ 21.00	= \$ _____
LOGO PACK DIGITAL	<u>1</u>	x \$ 75.00	= \$ <u>75.00</u>
PRODUCTION PRO-DIGITAL SCRIPT/SCORE	_____	x \$ 199.00	= \$ _____
PERFORMANCE ACCOMPANIMENT RECORDING (REHEARSAL ONLY)	_____	x \$ 350.00	= \$ _____
SCENIC PROJECTIONS	_____	x \$ 850.00	= \$ _____
SCENIC PROJECTIONS PRO	_____	x \$ 1,795.00	= \$ _____
STAGE WRITE APPLICATION	_____	x \$ 150.00	= \$ _____
VIDEO LICENSE	<u>1</u>	x \$ 75.00	= \$ <u>75.00</u>

KEYBOARDTEK ***
 PERFORMANCE ACCOMPANIMENT RECORDING ***
 (PERFORMANCE & REHEARSAL)
 TRANSPOSITIONS-ON-DEMAND ***

Add total for all items here.

Standard Set Additional Materials Total (from previous page) \$ 172.50

Theatrical Resource Additional Materials Total \$

ADDITIONAL MATERIALS GRAND TOTAL (add this total to Contract Confirmation Page) \$ 322.50

You MUST return this form along with your contract to receive materials.

***See next page for pricing information

➤ For shows offering Customized Poster, the purchase of a Customized Poster requires purchase of Logo Pack. If you order a Customized Poster without ordering a Logo Pack, a Logo Pack (at \$75) will automatically be added to your order.

ADMAT-TH_1

RETURN THIS PAGE IF ORDERING ADDITIONAL MATERIALS

ADDITIONAL MATERIALS

Your MTI Rep: ROHR DRISCOLL
Your MTI Account Number: 6733570
Contract #: 9851947 Printed on: 10/09/23

A NOTE ABOUT ADDITIONAL MATERIALS

The following guide will help you determine the price of available Additional Materials for your show.

Note: Not all Additional Materials are available for every show title.

To check for availability of any Additional Materials in the show you are licensing, please see the show-specific list of Additional Materials on the previous page.

Performance Accompaniment Recordings \$350
(*Rehearsal only*)

Performance Accompaniment Recordings
(*Rehearsal and Performance*)

0 – 500 seats	up to 10 performances	\$750
	11 or more performances (cost per performance over 10)	\$100
501+ seats	up to 10 performances	\$999
	11 or more performances (cost per performance over 10)	\$100

Transpositions-on-Demand (*per song title*) \$150
(*complete set of orchestra parts, and piano/conductor or piano/vocal score*)

KeyboardTEK (Keyboard patches & programming)
for pricing and to place an order, visit www.KeyboardTEK.com

OrchExtra® *for pricing, visit* www.rms.biz

— THIS PAGE IS FOR PRICING REFERENCE ONLY —

To order available Additional Materials,
enter the price on the previous ADDITIONAL MATERIALS page

BILLING CREDITS

Your MTI Rep: ROHR DRISCOLL
Your MTI Account Number: 6733570
Contract #: 9851947 Printed on: 10/09/23

SHOW BILLING CREDITS

For proper usage, refer to **Section I, Paragraphs 4 (A & B)** of the Performance License.

Roald Dahl's James and the Giant Peach	100%
Words and Music by Benj Pasek & Justin Paul	Book by Timothy Allen McDonald
	50%
Based on the book James and the Giant Peach by Roald Dahl	50%

Except where Roald Dahl's name appears as a possessory credit, in which case it shall be the same size as the title, the names of Roald Dahl, Composer/Lyricists and Bookwriter shall be equal in size, type, coloring boldness and prominence. No billing shall appear in type larger or more prominent than the billing to the Authors except for the title of the Play.

The following credits shall appear on the title page of all programs for productions of the Play.

Orchestrations by August Eriksmoen
Incidental music by David Weinstein
Originally Produced at Seattle Children's Theater under the direction of Linda Hartzell

In advertisements of 1/4 page size or less, or where only the title of the play, performance dates and venue are provided, the following "shortened billing" is permissible:

Roald Dahl's
JAMES AND THE GIANT PEACH

MTI BILLING

In accordance with the **Performance License**, all advertising materials (posters, programs, websites, etc.) **MUST** include the following credit:

JAMES AND THE GIANT PEACH

**Is presented through special arrangement with Music Theatre International (MTI).
All authorized performance materials are also supplied by MTI.
www.mtishows.com**

In addition, all press releases and press kits MUST indicate the production is licensed by Music Theatre International.

VIDEO RECORDING WARNING

This license does **NOT** grant the right** to make, use and/or distribute an audio or audiovisual recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, through physical media (e.g., film, CD, DVD, tape) or any method of digital recording or distribution. You agree to inform all parents, students and attendees of the above prohibitions against recording the show by means of both a program note and a pre-show announcement.

In compliance with the above condition, you **MUST** include the following warning in your program:

Any video and/or audio recording of this production is strictly prohibited.

**except with respect to certain titles, where a limited video license is available for \$75.00 and you have purchased that license.

PERFORMANCE LICENSE

Your MTI Rep: ROHR DRISCOLL
Your MTI Account Number: 6733570
Contract #: 9851947 Printed on: 10/09/23

This Performance License (the "License"), and any Contract Riders attached to the MTI Production Contract ("Production Contract"), are incorporated by reference into the Production Contract and contain important restrictions and requirements regarding Licensee's production. Throughout this License, Music Theatre International is referred to as "MTI", "we" or "us"; the organization to which the Production Contract is issued is referred to as "Licensee" or "you"; and the individual signing on behalf of the Licensee is referred to as the "Authorized Signatory."

Please read this Performance License carefully and keep this copy for your records.

Your signature on the acceptance line of the Production Contract accompanying this License will acknowledge that:

- a) you have read and understand the terms, conditions and provisions set forth below;
- b) you are authorized to sign the Production Contract on behalf of Licensee;
- c) you agree to the terms, conditions and provisions contained herein on behalf of Licensee; and
- d) you will inform the producer(s), director(s) and creative team of Licensee's production of the terms, conditions and provisions contained in this Production Contract.

I. COPYRIGHT PROVISIONS, PRODUCTION RULES AND BILLING

Any violation of these copyright provisions shall automatically and immediately terminate the Production Contract.

1. **Rights Granted and Restrictions on Use of Replica Elements:** This Production Contract allows the public performance of the Play as represented in the rental materials provided by MTI under the following terms and conditions. The rights granted by MTI do not include the right to utilize any of the choreography, staging, direction, designs (including set, costume, video or projections), logos, or other intellectual property from any prior productions of the Play or from any film version of the Play. The rights to all of those elements, in whole or in part, are owned by third parties and are not granted as part of this Performance License. Licensee may use production elements such as choreography, direction, designs and/or logos when (i) any such elements are specifically provided as part of the standard rental materials, and thereby authorized for use by MTI, or (ii) where available, the Licensee purchases an MTI Production Resource thereby granting a license to use said element.
2. **Changing the Play; Casting:** Under federal law and under the terms of this Production Contract, you may not make any changes to the Play or any additional materials purchased or rented from MTI (the "MTI Rental Materials"), including but not limited to the following:
 - a. You may not add music, dialogue, lyrics, non-verbal scenes or anything to the Play as embodied in the MTI Rental Materials, including any songs or dialogue from any film version of the Play or from any other production of the Play.
 - b. You may not delete, in whole or in part, any material in the Play as embodied in the MTI Rental Materials.
 - c. You may not make changes of any kind, including but not limited to changes of music, lyrics, dialogue, sequence of songs and/or scenes, time period, setting, characters or characterizations or gender of characters in the Play.
 - d. You agree that any proposed change, addition, omission, interpolation, or alteration in the book, music, or lyrics of the Play shall first be submitted in writing to MTI. MTI may, in its sole discretion, seek approval for such change from the authors or other rightsholders of the Play (the "Rightsholders"). If permission for any such change is granted, such changes shall become the property of the Rightsholders without any obligation to you or any third party making such changes, and MTI may require you to enter into a work for hire agreement or copyright assignment with such third party. If MTI does not respond to a request for any changes in writing, the change shall be deemed disapproved. No such change shall be implemented in your production unless and until MTI has notified you in writing that the change is approved.
 - e. The use of makeup to alter a performer's race or ethnicity (e.g., blackface, etc.) is strictly prohibited under this Performance License. Certain titles may have additional casting requirements set forth in a separate contract rider.
 - f. You may not make any physical or digital copies of the materials provided or physically alter, amend, or change them, or digitally distribute them, without MTI's prior written permission. If such permission is granted, you agree to collect and destroy all such copies upon the completion of your production.
 - g. MTI and the Rightsholders shall not be obligated at any time to offer royalty participation or make any payment to any person whom you may hire to direct, choreograph, stage, design, furnish musical services or otherwise actualize your production unless that person has entered into a written agreement directly with the Rightsholders or MTI.
 - h. **The Authorized Signatory agrees to review these copyright provisions with the director and entire creative team of your production.**

PERFORMANCE LICENSE

(CONTINUED)

Your MTI Rep: ROHR DRISCOLL

Your MTI Account Number: 6733570

Contract #: 9851947 Printed on: 10/09/23

- 3. Advertising/Recording/Broadcast (Audio, Video, Digital, etc.):** Except for the customary right to advertise and publicize the Play by means of print, radio, television, online and social media, including TV commercials and B-Roll (in which no radio, television or digital commercial produced by Producer shall contain excerpts from the Play in excess of 30 seconds (90 seconds in the aggregate)), this Production Contract grants no rights to record, stream or distribute the Play or any portion of it by any means whatsoever (subject to the last sentence of this Paragraph). Specifically, except as set forth in the previous sentence, this Production Contract does not grant you any right to (i) make an audio or audiovisual recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, tape, film, CD, DVD or digital versions; or (ii) to televise, broadcast, stream, make available for download or otherwise post online or in social media or through any mobile device the Play or any portion of it. You agree to inform all audience members of the above prohibitions against recording the show by means of both a program note and a pre-show announcement. If you have purchased a Streaming or Video License (where available) for your production of the Play, you may permit limited recording in accordance with the terms of the Streaming or Video License.
- 4. Billing Credits and Use of Logos in Advertising and Promotion:**
- a. **Billing:** You must bill the Play, the authors and other creative personnel in all programs, houseboards, displays, websites, advertising and publicity (print or digital) exactly as set out in the Billing Credits section of this Production Contract. Your program must also include any other required language that appears in the Billing Credits (e.g., MTI credit, video recording warning language).
 - b. **Bios:** If your program or website includes bios of any member of your creative team, you must include both (i) author bios and (ii) Music Theatre International's bio in your program. Bios may be found on our website at www.mtishows.com/bios or may be obtained by request from MTI.
 - c. **Logos:** You may not use the copyrighted logo of the Play or any logo associated with any other production or film version of the Play, unless you purchase an MTI Logo Pack featuring that logo (where available) and you pay MTI the appropriate fee, if required.
 - d. **Use of Play Title in Domain Names and Social Media:** You may not use any domain name or social media or account/handle incorporating the name of the Play without the prior written permission of MTI. If permission is granted, you must agree to assign the domain name to the Rightsholders or their duly authorized representatives.
 - e. **Program Copies:** One (1) print copy of the program for your production should be sent to MTI's Business Office (in lieu of a print version, digital copies can be emailed to licensing@mtishows.com) not later than three (3) days following the opening performance.
- 5. Merchandise:** You may not create merchandise based on the Play or using the Play's title, logo, characters, lyrics or text, whether for sale or distribution, without written permission from MTI acting on behalf of the Rightsholders or their duly authorized representatives. You may sell merchandise purchased from MTI (e.g., T-shirts), where available.

II. PERFORMANCE LICENSE AND PAYMENT PROVISIONS

- 1. License Effective Date; Payments:** MTI must receive, prior to the Offer Expiration Date on the first page of the Production Contract, (i) a signed copy of the Production Contract and (ii) your security fee and any other payments that are due on execution, in U.S. funds, or your application for a license to produce the Play on the performance dates listed in the Production Contract will expire. Furthermore, MTI reserves the right to revoke the license offer at any time in its sole discretion before it has received the signed Production Contract and required payments. You will receive a confirmation from MTI when all such necessary submissions have been received and accepted (please allow approximately ten (10) business days) and at such time your Production Contract will take effect and your production will be considered licensed ("Fully Licensed"). Until such time, you agree not to advertise, announce, audition, present or sell tickets for any performances of the Play. Your license to produce the Play is conditioned on MTI receiving payment in full of all royalties, rental fees and other materials costs under this Production Contract (including payment for any ancillary productions or services purchased subsequent to the date the Production Contract was issued). (Accredited schools and government agencies only may provide a purchase order in lieu of upfront payment pursuant to Paragraph II. below). Payment in full is required before MTI will ship materials to you. In any case, if payment in full has not been received by MTI prior to the first scheduled performance date, the rights granted to you in this Production Contract will terminate and your production will be deemed to be unlicensed. You agree to pay all royalties, rental and any other amounts due to MTI upon execution or within the time period specifically set forth in the Production Contract and any rider. If no time period is listed for any other charges, you agree to pay such amounts owing to MTI within forty-five (45) days from the end of your production or within thirty (30) days of receipt of an invoice from MTI, as applicable.

PERFORMANCE LICENSE

(CONTINUED)

Your MTI Rep: ROHR DRISCOLL
Your MTI Account Number: 6733570
Contract #: 9851947 Printed on: 10/09/23

- 2. Changes:** If you wish to change any of the conditions set forth in this Production Contract in any way (including change of dates, reducing or increasing the number of performance(s), ticket price adjustments or change of venue), you must submit such requested changes to MTI's Business Office in writing immediately, and MTI must approve all changes before they may take effect. Changes in dates may be disallowed because of licensing restrictions on the Play (e.g., due to tours). Changes in the number of performances, tickets prices and venue or seating capacity may alter the fees quoted in the Production Contract. If MTI does not receive notice of changes prior to your first scheduled performance date under your Production Contract, MTI reserves the right to retain all amounts received or due to MTI under the original Production Contract. In addition, if any such changes would increase the amount owing to MTI (e.g., increased ticket prices; adding performances or increasing seating capacity), MTI will charge your account for such additional amounts. MTI in its discretion may charge a change fee of \$25 each time changes (other than addition of performances or increased ticket prices) are made following the issuance of this Production Contract. If you wish to cancel your entire production, you must do so in accordance with Paragraph 11.4 below.
- 3. Additional Performances:** If you request the right to add performances or sell additional seats per performance pursuant to Paragraph 2 above, you agree to make additional royalty and rental payments for all such additional performances. You agree not to announce, advertise, present or sell tickets for such additional performances or additional capacity without prior written permission from MTI and payment of the additional royalty and fees due.
- 4. Cancellation of Production:** If you wish to cancel your entire production, you must notify MTI's Business Office in writing immediately, but in any case prior to the date of the first scheduled performance set forth in the Production Contract. You understand that, even if you do not present the Play, you may be obligated for the fees set forth in this License and the Production Contract. MTI reserves the right to charge a cancellation fee of fifty dollars (\$50.00) and is entitled to retain all other amounts paid or owing to MTI under this Production Contract. Cancellation of individual performances is covered in Paragraph 11.2 above. Refunds, if any, for a cancelled production will be issued in accordance with Paragraph 11.14 below. If MTI does not receive notice of cancellation of your production prior to the first scheduled performance date under your Performance License, MTI reserves the right to retain all amounts received or due to MTI under the original Production Contract as well as any other payments received for ancillary products and services after the Production Contract was issued.
- 5. Complimentary Tickets:** You agree as a condition of this Production Contract to reserve two (2) complimentary tickets for each performance (if requested) for the use of MTI and the Rightsholders and MTI agrees not to sell such tickets.
- 6. Purchase Orders:** For accredited schools and government agencies only, a signed, authorized Purchase Order is acceptable in lieu of upfront payment. You must still provide a check, credit card or money order for the SECURITY FEE as well as your signed, authorized Purchase Order when you return the signed Production Contract to cause materials to be shipped. Following the end of the production, you agree to promptly pay royalty and rental payments as well as any other amounts owing for ancillary products and services purchased after the original Production Contract was issued.
- 7. Accounting:** You agree to keep and maintain full and regular books and records in which you shall record all items in connection with the production and presentation of the Play, including dates of performance, ticket prices and number of tickets sold. Such books and records shall be open at all reasonable business hours for inspection by MTI or its representatives at your office, and MTI shall have the right to make copies of and take extracts from such books and records. You shall submit to MTI's Business Office, within five (5) days following demand by MTI, a sworn statement setting forth the total number of performances actually presented and the precise date and place of each such performance. MTI's rights under this Paragraph shall continue for five (5) years following (i) the date of the last performance licensed under the Production Contract or (ii) the date on which MTI received final payment due hereunder, whichever is later.
- 8. Default:** This License is conditioned upon your fulfillment of all obligations set forth in the License and in the accompanying Production Contract, including the prompt payment of all rental, royalty, security and other fees owing to MTI in U.S. funds when due. If any such payments are not made in full to MTI when due, the rights granted to you under this License will be deemed void ab initio (i.e., this License will be deemed invalid from the outset) and the production that is the subject of this License (and all performances thereof) will be deemed to constitute infringement and breach of contract under applicable law. Nevertheless, you will remain liable for the payment of all fees that might be due to us under this License and will be subject as well to statutory damages for copyright infringement. If you default in the performance of any of the terms of this License, then, in addition to any and all other remedies which we might have at law, we shall have the right to a preliminary injunction to enjoin further performance of the Play. You agree to reimburse us for any expenses incurred by us in enforcing our rights under this Paragraph 8, including, but not limited to, attorneys' fees, telephone, fax, and postage charges and collection expenses. If you pay by check and it is returned insufficient funds or if you stop payment, MTI will charge a returned check fee (currently \$45).

PERFORMANCE LICENSE

(CONTINUED)

Your MTI Rep: ROHR DRISCOLL

Your MTI Account Number: 6733570

Contract #: 9851947 Printed on: 10/09/23

9. **Warranty:** MTI warrants that, on behalf of the Rightsholders of the Play, it is authorized to grant this License to you. MTI makes no other warranties.
10. **Reserved Rights:** All rights in and to the Play other than those specifically licensed to you under the terms of this Production Contract are reserved to MTI, with the unrestricted right of MTI to use, exploit or dispose of any of them at any time, whether or not the exercise of such rights may be in competition with the rights granted to you in this License.
11. **Transfer of Rights:** Under no conditions can this License be assigned or transferred without written consent from MTI.
12. **Governing Law:** This License shall be governed by the Laws of the State of New York, and any dispute arising out of or under this License agreement shall be litigated only in the courts of the City or State of New York in the City of New York or the United States District Court in the Southern District of New York, and in no other forum.
13. **Indemnification of Licensor:** You agree to indemnify MTI and its affiliates and the Rightsholders of the Play from any claim arising out of your violation of any of the provisions of this Production Contract.
14. **Refunds:** Refunds will be issued in the following circumstances.
 - a. Following the conclusion of your production, if any refund is due to you (e.g., unused portion of security fee), you may elect to keep such amounts on your account to be used for future productions. If you do not elect to keep your refund amount on account, MTI will automatically process the refund within 6 to 8 weeks from the conclusion of your production. Your refund amount may be affected by charges such as shipping fees, missing materials charges, bank charges and other charges and fees specifically mentioned in this Production Contract.
 - b. If you have cancelled your entire production in a timely manner in accordance with Paragraph II.4 above and are entitled to a refund, you may elect to keep the refund on your account to be used for future productions. If you do not elect to keep your refund on account, MTI will process your refund within 6 to 8 weeks from the date MTI receives written notice of the cancellation. Your refund amount may be affected by charges such as shipping fees, missing materials charges, bank charges and other charges and fees specifically mentioned in this Production Contract.

You acknowledge that during a Force Majeure Event (as defined in Paragraph II.15 below), any refunds due to you may be delayed due to the volume of cancellations and refunds to be processed.

15. **Force Majeure:** Neither MTI nor the Licensee will be deemed in default of this License as a result of its delay or failure to perform its obligations (other than the Licensee's payment obligations) when such delay or failure arises out of causes beyond the reasonable control of MTI or the Licensee. Such causes may include, but are not restricted to, acts of God or the public enemy, war, insurrections, riots, civil disturbances, acts of terrorism, government restriction, fires, floods, strikes, unusually severe weather, epidemics, pandemics or other large-scale health events; but, in every case, delay or failure to perform must be beyond the reasonable control of and without the fault or negligence of the party (a "Force Majeure Event").

In the case of a Force Majeure Event that results in the cancellation or postponement of Licensee's production, Licensee must, as soon as reasonably practicable after the onset of a Force Majeure Event, (a) provide written notice to MTI of the nature and extent of such Force Majeure Event and (b) inform MTI whether it has cancelled or changed the production dates or intends to do so. Cancellation of Licensee's production shall be in accordance with Paragraph II.4. Proposed changes (such as postponement) to Licensee's production shall be in accordance with Paragraph II.2. If Licensee is unable to notify MTI in writing prior to the cancellation or proposed change, Licensee shall do so as soon as reasonably practicable but in any event within five (5) business days of the originally scheduled first performance date (or if the Force Majeure Event begins after performances have begun, within five (5) business days of the onset of the Force Majeure Event). If MTI does not receive written notice that Licensee has cancelled its production due to the Force Majeure Event within such time period, MTI will assume such production has taken place in accordance with the terms of the Production Contract and will have the right to retain all amounts previously paid or owing to MTI for such production (and no refunds will be issued).

Except in the case of cancellations and changes for which Licensee has notified MTI as provided above, nothing in this Paragraph shall affect or reduce Licensee's payment obligations under this Production Contract. Licensee shall remain liable for any cancellation fees, missing materials charges, shipping fees and other charges set forth in the Production Contract, including royalties for performances of the Play that were presented prior to the Force Majeure Event. Licensee also will remain liable for amounts owing for ancillary products and services purchased after the original Production Contract was issued, all of which MTI may deduct from the security fee or other funds on account at MTI.

PERFORMANCE LICENSE

(CONTINUED)

Your MTI Rep: ROHR DRISCOLL
Your MTI Account Number: 6733570
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In the case of a Force Majeure Event affecting MTI, MTI shall, as soon as reasonably practicable after the occurrence of the Force Majeure Event, (a) provide written notice (such notice may be given by emails, social media or website postings to customers generally); and (b) use commercially reasonable efforts to resume performance (e.g., shipping materials) as reasonably practicable.

16. **Compliance with Laws.** Licensee represents and agrees that it shall be aware of and comply with all federal, state and local laws applicable to its production, including laws, regulations and ordinances pertaining to in-person gathering restrictions as well as any other rules or guidelines regarding any public health emergency (or similar situation) which may impact any aspect of Licensee's production, including but not limited to rehearsals, performances and audience attendance. MTI makes no representation or assessment of the legality or prudence of Licensee's decision to proceed with its production, nor shall MTI or the Rightsholders be held liable for any claims arising out of Licensee's decision to proceed with its production. Licensee shall indemnify and hold MTI and the rightsholders harmless from any claims, costs, and damages arising out of Licensee's production.

III. MATERIALS RENTAL PROVISIONS

- 1. Rental Term and Delivery:** Delivery of the MTI Rental Materials is conditioned on your production being Fully Licensed as described in Paragraph II.1 (i.e., you have received written confirmation from MTI after submitting the signed Production Contract and paying all applicable royalty, rental and security fees). Provided your production is Fully Licensed, the MTI Rental Materials will be shipped approximately two (2) months prior to the first performance of your production; however, if you have not signed and submitted the Production Contract and remitted full payment in time to enable shipment by such date, MTI will process your shipment as soon as practicable once your production is Fully Licensed. In such case, MTI cannot guarantee the MTI Rental Materials will be delivered in sufficient time to meet your production schedule. If the MTI Rental Materials are needed in advance of the two (2)-month period, the charge is one hundred dollars (\$100.00) for each additional week or partial week, subject to availability. You acknowledge that if materials have shipped MTI has the right to retain a pro-rated portion of the rental fees if your production is cancelled or shortened for any reason, including all fees paid for additional rental weeks, all of which would be determined by MTI in its sole discretion.
- 2. Authorized Rental Materials:** The MTI Rental Materials are the only Play materials authorized by the Rightsholders and must be rented from MTI as a condition of this Production Contract. You may not use scripts or orchestra parts obtained from other sources (including materials posted online). The full rental fee must be paid even if you do not intend to use all of the MTI Rental Materials in your production.
- 3. Ownership:** All MTI Rental Materials, including missing materials, remain the property of MTI and must be returned to MTI following the conclusion of your production. You understand that the MTI Rental Materials (i) cannot be used for any purpose other than as stated in this License and (ii) may not be copied, scanned or otherwise reproduced, sold, traded, offered for sale or trade, posted online, used for performances other than those specified in this Production Contract or otherwise transferred physically or digitally.
- 4. Suitability:** Although MTI strives to provide the highest quality service to you, MTI makes no representation as to the adequacy, suitability and/or condition of the MTI Rental Materials. Any missing or damaged materials MUST be reported to MTI's Business Office within five (5) business days after receipt of your shipment, or you may be liable for full replacement charges upon their return to MTI.
- 5. Shipping Charges:** You are responsible for shipping charges BOTH WAYS for materials that MTI rents and/or supplies to you, as well as all customs charges, duties and the like in connection with shipments of materials outside of the United States and return shipment to MTI. You are responsible for complying with all customs regulations applicable to the return of materials to the United States. MTI ships by USPS, FedEx, UPS or other carriers at its sole option. Any expense that MTI incurs with respect to the delivery or return of the materials to its library shall be charged to you; you agree upon demand promptly to reimburse MTI for the full amount of such expense, whether or not your production is cancelled. A \$10 handling fee is applied to each order.
- 6. Return of Materials:** You agree that, no later than seven (7) days after the last performance under this Production Contract, you will return to MTI, by prepaid carrier, insured for not less than seven hundred fifty dollars (\$750.00), the complete set of materials (including any additional materials ordered) in as good condition as when you received it. Should you fail to do so, MTI shall be entitled to an additional rental fee of twenty dollars (\$20.00) per item for each day that you retain any material beyond the period of seven (7) days after the last performance. You are responsible for the safe return to MTI of all MTI Rental Materials. If complete materials are not returned all at once and properly labeled, your account may not be credited or you may be liable for a restocking fee. If a Force Majeure Event (as defined in Paragraph II.15)

PERFORMANCE LICENSE

(CONTINUED)

Your MTI Rep: ROHR DRISCOLL

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prevents you from returning the materials, you will not be charged a missing materials fee for any days covered by the Force Majeure Event provided (a) you have notified MTI you are unable to return the materials due to the Force Majeure Event and (b) you return the materials promptly after circumstances permit you to do so but in no event later than three (3) months after the onset of the Force Majeure Event.

7. **Address for Return of Materials:** All materials must be returned to MTI's Music Library in Connecticut (Address listed below):
8. **DO NOT SHIP RENTED PRODUCTION MATERIALS TO THE NEW YORK BUSINESS OFFICE!**

**RETURN ALL RENTED
PRODUCTION MATERIALS TO:**

**Music Theatre International
31A Industrial Park Road
New Hartford, CT 06057**

Phone: 860-379-3320

Any materials returned to MTI's New York Business Office will be subject to a transfer charge of up to \$50.00.

9. **Damage/Loss:** Any damage to or loss of the materials shall be charged to you. You agree upon demand promptly to reimburse MTI for the full amount of such evaluated damage to or loss of materials. Any materials lost or damaged while in your possession will be assessed replacement fees as set forth in this Production Contract.

VIDEO LICENSE

Your MTI Rep: ROHR DRISCOLL
Your MTI Account Number: 6733570
Contract #: 9851947 Printed on: 10/09/23

VIDEO LICENSE

LIMITED HOME USE VIDEO RECORDING PERMISSION

WHEN SIGNED IN THE SPACES INDICATED BELOW, AND UPON RECEIPT BY MTI OF LICENSEE'S PAYMENT OF SEVENTY-FIVE DOLLARS (\$75.00), THE FOLLOWING TERMS SHALL CONSTITUTE AN AGREEMENT BETWEEN SAPULPA HIGH SCHOOL (THE "LICENSEE") AND MUSIC THEATRE INTERNATIONAL ("MTI"), GRANTING LICENSEE LIMITED PERMISSION TO MAKE ONE VIDEO RECORDING OF LICENSEE'S PRODUCTION OF THE PLAY ENTITLED JAMES AND THE GIANT PEACH (THE "PLAY").

If Licensee wishes to purchase a video license, please sign and return this form and pay the \$75 fee (see Additional Materials Order Form).

1. Notwithstanding the general prohibition against any video recording whatsoever in the License, MTI hereby grants permission for your organization to permit one authorized videographer (who can be an individual associated with your production or a commercial videographer as set forth in Paragraph 2 below) to record a single performance of your production of the Play, subject to Licensee's strict observance of the conditions set forth herein.

2. A video recording of the Play (the "Video Recording") may be created by Licensee as a non-commercial venture for archival purposes, which video recording may not be sold, leased or rented except as provided as herein. Alternatively, Licensee may hire an outside party to professionally make one video recording of the Play provided that such video recording may only be used (a) for archival purposes, and/or (b) to make additional copies of the recording that may be provided to participants in the Play or their families for their own personal, at-home (i.e., non-commercial use). It is permissible to charge the participants in the Play or their families the duplication costs of the copies, but the videos cannot be sold for a profit and may not be distributed online or to the general public. Such outside party may not use the name of the owner of the Play or any other trademarks of the Owner in any way, except to indicate the content of the video recording. In addition, Licensee may authorize participants in the Play (i.e., cast, crew, creative team) or their families to create a video recording of the Play solely for their own personal, at-home (i.e., non-commercial) use.

3. As a condition to the rights granted herein, Licensee agrees to use good faith efforts to inform all audience members of the restrictions and limitations on video recording and the subsequent use thereof, as set forth herein. At a minimum, Licensee agrees to include a statement in the Play's program substantially in the form provided below and shall further inform audience members of the below limitations by way of an announcement prior to the start of each performance of the Play:

ANY VIDEO RECORDING MADE OF THIS PERFORMANCE IS AUTHORIZED FOR PERSONAL, AT-HOME, NON-COMMERCIAL USE ONLY. THE SALE OR DISTRIBUTION OF SUCH RECORDING IS STRICTLY PROHIBITED UNDER FEDERAL COPYRIGHT LAW.

In addition, the following notice must be displayed as the opening 45 seconds of the video:

WARNING! THIS VIDEO RECORDING HAS BEEN CREATED SOLELY FOR PERSONAL, NON-COMMERCIAL PURPOSES WITH THE SPECIAL PERMISSION OF MUSIC THEATRE INTERNATIONAL UNDER FEDERAL COPYRIGHT LAW, IT MAY NOT, IN WHOLE OR IN PART, BE SOLD, STREAMED, BROADCAST, DUPLICATED OR DISSEMINATED TO THE PUBLIC IN ANY WAY, BY ANY MEANS NOW KNOWN OR INVENTED IN THE FUTURE.

4. In no event may any video recording of the Play authorized herein, either in whole or in part, be otherwise reproduced and/or disseminated in any way, including broadcasting, televising, sale and/or electronic transmission and/or posting on the Internet.

5. Licensee understands that its failure to follow the above requirements, even if inadvertent, will incur liability for statutory copyright infringement under federal law. Licensee agrees that, without limiting any other recovery that MTI may obtain against Licensee, whether at law or at equity, for its breach of this Agreement, Licensee shall, at a minimum, reimburse MTI for its out-of-pocket legal fees and shall pay to MTI damages equal to three times the total license royalty fees paid or payable to MTI by Licensee for its production of the Play. In addition, Licensee shall indemnify MTI and the authors and owners of the Play and hold them harmless from any costs or expenses arising out of claims made by third parties appearing in the video, or whose work is used in the video (such as performers, musicians, directors, choreographers or designers).

6. All other provisions, terms and conditions of the License Agreement shall continue in full force and effect.

SIGN AND RETURN THIS PAGE TO MTI ONLY IF YOU WISH TO PURCHASE A VIDEO LICENSE. A FEE OF \$75 APPLIES.

ACCEPTANCE

By signing below, you agree that you have read and that you understand the terms and conditions set forth in this Production Contract and the accompanying Performance License and agree to abide by terms and conditions contained therein.

PRINT YOUR NAME Gina Myers TITLE Choir Director
AUTHORIZED SIGNATURE Gina Myers DATE 10/16/23
EMAIL gmyers@sapulpa.org DAY PHONE (918) 224-6560



Board of Directors:

Brenda Dinan
President

Yolanda Taylor
President-elect

Deloris Taylor
Secretary

Laurie Brumbaugh
Treasurer

Sharon Atcheson
Pat Banzhof
Sherry Bowen
Ginny Greek
Ora Harrison
Nancy Kirby
Debra Lockerman
Diana Pace
Marianne Pickering
Kim Piper
Patti Ross
Donna Spielman

Advisory Council

Ken Busby
Route 66 Alliance
Phyllis Dotson
Community Volunteer
Heather Duncan
Midtown Ventures LLC
Moises Echeverria
Foundation for Tulsa Schools
Ralph Evans
Merrill Lynch
Tracy Kennedy
OU-Tulsa
Joseph (Joe) McCormick
ONE Gas
Gary Percefull
NeWSolutions
Rodger A. Randle
Honorary British Consul
Mollie Williford
Willford Companies

October 26, 2023

Mr. Robert Armstrong, Superintendent
Sapulpa Public Schools
511 East Lee
Sapulpa, OK 74066

Dear Mr. Armstrong:

Assistance League® Tulsa is always excited to have the opportunity to work with the Sapulpa Public School district in our various programs.

It is time for us to renew the Assistant League agreement with Sapulpa Public Schools so that our Betty Bradstreet Arts Education Award can serve students in your district.

Please find attached to this email our School Agreement with your district. Upon your execution, please return to:
Bettybradstreet@altulsa.org

Very sincerely,

Brenda Dinan
President
Assistance League® Tulsa



**ASSISTANCE LEAGUE® OF TULSA
BETTY BRADSTREET ARTS EDUCATION AWARD
AGREEMENT WITH
SAPULPA PUBLIC SCHOOLS**

This agreement is entered into by Assistance League® Tulsa/Betty Bradstreet Arts Education Award hereafter referred to as Betty Bradstreet Arts Education Award located at 5350 East 31st Street, Tulsa, OK 74135 and Sapulpa Public Schools hereafter referred to as school district.

This arts education award is designed to encourage and promote the arts for student programs in local school districts in accordance with the Emma R. Showman Trust for the Betty Bradstreet Assistance Fund.

1. Obligations of Assistance League® Tulsa/Betty Bradstreet Arts Education Award

- A. Betty Bradstreet Arts Education Award shall provide awards to local school districts for student programs in the arts.
- B. Betty Bradstreet Arts Education Award each year will review all applications and determine award recipients.
- C. Betty Bradstreet Arts Education Award shall assume all financial obligations relative to the Award as described in 1A. Funds will be reimbursed upon completion of required documentation.
- D. Betty Bradstreet Arts Education Award shall evaluate and monitor the programs funded by the Award. This will include a visit by a member of the committee to review and discuss the program with the award recipient.

2. Obligations of Sapulpa Public Schools

- A. Award is to be used exclusively for the described purpose.
- B. Award recipient shall provide an evaluation form including invoices or paid receipts documenting all expenditures. The Evaluation Form and the Request for Payment form must be received prior to May 1 each year for expenses to be dispersed. A check will be dispersed by Assistance League® Tulsa/Betty Bradstreet Arts Education Award reimbursing the recipient school district once the required documents are received.
- C. Sapulpa Public Schools shall maintain liability insurance coverage.

3. Public Relations

- A. Assistance League® Tulsa/Betty Bradstreet Arts Education Award and Sapulpa Public Schools shall have prominent identification with this program.
- B. Assistance League® Tulsa/Betty Bradstreet Arts Education Award shall reserve the right to review and approve all publicity releases, brochures, and other written material relative to the program, all of which shall mention Assistance League® Tulsa/Betty Bradstreet Arts Education Award and Sapulpa Public Schools.

Transforming Lives • Strengthening Community

5350 East 31st Street • Tulsa, Oklahoma 74135 • www.altulsa.org • al@altulsa.org

C. Photos and names of recipients shall not be used without written permission of those directly involved.

4. Renewal and Termination

This agreement shall be renewed every three (3) years.

It is the intention of Assistance League® Tulsa/Betty Bradstreet Arts Education Award to continue this program for an indefinite period of time. However, when either party determines it can no longer abide by the terms of this agreement, it may terminate this agreement by giving a thirty (30) day written notice to the other party. In the case of termination, all assets shall return to the rightful owners as set forth in this agreement and neither party shall have any further obligation thereafter.

5. Signatures and Dates

Assistance League® Tulsa

Date: 10.23.23

Buenda Dmani
President

Date: 10-23-23

Deloris R. Taylor
Secretary

Date: 10-23-23

Sharon Atcherson
Vice President Philanthropic Programs

Sapulpa Public Schools

Date: _____

Superintendent

OKLAHOMA DEPARTMENT OF WILDLIFE CONSERVATION

To apply for Oklahoma Scholastic Shooting Sports Program funds from ODWC, please complete this application and return it to Attn: Damon Springer, Communication & Education Division, ODWC, P.O. Box 53465, Oklahoma City, OK 73152. Attach additional pages if necessary.

COOPERATIVE AGREEMENT-PASS THROUGH FEDERAL ASSISTANCE GRANT

DATE: 10-4-23

GRANT I.D.: F21AF01980

GRANT TITLE: Oklahoma Scholastic Shooting Sports Program (OKSSSP)

PRINCIPAL INVESTIGATOR: Dylan Johnston (applicant name)

TELEPHONE NUMBER: 918-224-6560

1. COOPERATORS

This Agreement is made and entered into by and between the Oklahoma Department of Wildlife Conservation (ODWC), Party of the First Part and Sapulpa High School (School) Sapulpa Public School District (District), Party of the Second Part. Party contacts include Damon Springer, programmatic and Andrea Crews, fiscal/compliance for the Party of the First Part and (instructor) Dylan Johnston, Principal Investigator and (Fiscal Officer) Kenda Terrones, fiscal contact for the Party of the Second Part.

2. FUNDING SOURCE

Whereas, The Party of the First Part is administering Federal Assistance Grant funding from the Federal Aid in Wildlife Restoration Grant Program (CFDA number 15.611) enabled by the Wildlife Restoration Act also known as the Pittman-Robertson Act of 1937 and awarded by the U.S. Fish & Wildlife Service. The party of the First Part is desirous of establishing the development program: Oklahoma Scholastic Shooting Sports Program as outlined in the F19AF01980 project statement and this agreement.

3. PERFORMANCE

Whereas, The Party of the Second Part has available competent staff, facilities and part of the equipment to develop the program; and is desirous of cooperating with the Party of the First Part in developing the program.

Now therefore, it is mutually agreed as follows:

NOW THEREFORE, it is mutually agreed as follows:

- a. The Department agrees to supply equipment up to, but not to exceed, 75% of the total cost of said equipment needed to implement the scholastic shooting sports program as outlined in Attachment A with Federal Aid in Wildlife Restoration Act Funds apportioned to the Department.
- b. The Cooperator agrees to perform the program as described in attachment A, and to provide to the Department adequate records of all costs incurred, both cash encumbrances and inkind services, so that accurate total costs are documented.
- c. The Cooperator agrees not to prohibit or discourage any student from participating in the scholastic shooting sports program.
- d. The Cooperator agrees not to discriminate against any user or potential user on the basis of race, creed, color, gender, ancestry, age or disability. Furthermore, the program described in Attachment A will be administered so as to be accessible to persons with disabilities.

- e. The equipment will remain available for inspection and compliance reviews at all times by the U.S. Fish & Wildlife Service and the Department to fulfill responsibilities in monitoring uses of Federal Aid acquired and developed properties.
- f. The cooperator agrees to ensure at least one staff member maintains scholastic shooting sports program certification. If such certification is not maintained and the cooperator withdraws from the scholastic shooting sports program, the cooperator agrees to return the Department's share of the project equipment or reimburse the total cost of said equipment that was supplied by the Department.
- g. The Cooperator agrees to accept all responsibility and liability for the implementation of the scholastic shooting sports program and will not hold the Department or its employees liable for any damage or injury to any persons during its construction, operation or use.
- h. The Cooperator agrees to install and maintain in perpetuity sign(s) supplied by the Department stating that Wildlife Restoration Funds were used to purchase scholastic shooting sports program equipment.
- i. Failure to comply with the terms of this agreement by either party shall allow the other party to withdraw any interest they have at the time and terminate the agreement.

4. CONSIDERATION

1. In consideration of these presents, the Party of the First Part hereby agrees to supply unto the Party of the Second Part shooting equipment in the amount of up to or equal to 75% of the actual expenses incurred as payment of the cost of the project as indicated in attached budget. Said amount shall not exceed the maximum amount unless a proper amendment has been approved for the increased cost.
2. The total project cost, FY2023 as identified by the attached Budget, unless otherwise amended, shall be set at **\$2,000**, of which the Party of the First will be paid through Wildlife Restoration Grants Program. The remainder of the total cost will be contributed by the Party of the Second Part as matching funds. This agreement covers period July 1, 2023 through June 30, 2024.

Cost breakdown is as follows : Ammunition total cost of **\$650 (paid by school)** 1 Target throwing machine, 20 Boxes clay targets, 3 boxes ear plugs, 20 pair of eye protection and one gun safe, Total cost **\$2,000 (paid by the Department)**

5. COMPLIANCE

1. The Party of the Second Part agrees to be audited as provided in OMB Circular A-133 or current Federal Audit Guidelines, and to provide the Party of the First Part copies of any and all audit references to federally funded projects at the conclusion of the audit. All financial and programmatic records must be maintained and accessible to officials of Oklahoma and Federal governments for a period of three years from the federal closeout of the grant (submission and approval of the FFR 425). Restitution of federal funds as a result of audit findings may be contributed by the Party of the Second Part.
2. All equipment purchased or provided by the Oklahoma Department of Wildlife Conservation shall be returned to the Department if at any point the program is no longer in use by the part of the second.

3. The Party of the Second Part agrees to provide to the Federal Government and the Party of the First Part a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use any and all information collected during the development project.
4. **Any and All publication resulting from this grant shall carry the following statement: Financial support for this publication was provided by the Oklahoma Department of Wildlife Conservation through the Wildlife Restoration Grant F21AF01980 and "your school name".**
5. This agreement is conditioned to final approval of the Oklahoma Department of Wildlife Conservation budget, projected approval by the Region 2 Wildlife and Sport Fish Restoration Program Management of the U.S. Fish & Wildlife Service.

THIS AGREEMENT may be amended or revised by written mutual agreement of the two parties, or may be terminated by either party following 60 calendar days from the receipt of written notice.

THIS AGREEMENT shall not be deemed valid until approved and signed by the undersigned parties.

Date the _____ day
 _____, 20____

For the Cooperator:

 Cooperating School Name

 Signature: Superintendent/Principal

Subscribed and sworn to me _____ 20____.
 My commission expires _____ 20____.

 Notary

Oklahoma Department of Wildlife Conservation

Date the _____ day
 _____, 20____

Oklahoma Department of Wildlife Conservation

For the Department:

 Education Section Supervisor, O.D.W.C.

Subscribed and sworn to me _____ 20____.
 My commission expires _____ 20____.

 Notary

AFFIDAVIT

STATE OF OKLAHOMA)
)ss
COUNTY OF _____)

Dylan Johnston, of lawful age, being first duly sworn, on oath states,

1. (S)He is the duly authorized agent of Sapulpa Public Schools, the cooperator under the agreement which is attached to this statement, for the purpose of certifying the facts pertaining to the commitment to government personnel in order to procure said agreement:
2. (S)He is fully aware of the facts and circumstances surrounding the making of the agreement to which this statement is attached and has been personally and directly involved in the proceedings leading to the development of said agreement; and
3. Neither the cooperator nor anyone subject to the cooperator's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the agreement to which this statement is attached.

Dylan Johnston / Agricultural Education Instructor
Name/Title

Subscribed and sworn to before
me this _____ day of _____, 20____

Notary Public (or Clerk or Judge)

My Commission expires _____, 20____

Attachment A
Application for Equipment with the
Oklahoma Department of Wildlife Conservation
For Scholastic Shooting Sports Program

To apply for Scholastic Shooting Sports Program funds from ODWC, please complete this application and return it to Attn: Damon Springer, Information & Education Division, ODWC, P.O. Box 53465, Oklahoma City, OK 73152. Attach additional pages if necessary.

1. Name of Cooperator (Applicant): Dylan Johnston
2. Name of School/Name of School District: Sapulpa High School - Sapulpa Public School District

3. Number of teachers 1 certified as basic shotgun shooting instructors in the scholastic shooting sports program.

Names of certified teachers: Dylan Johnston

4. The cooperator agrees to incorporate the scholastic shooting sports program into the Agricultural Education curriculum for a minimum of three years. If the above certified teacher(s) move, the cooperator agrees to have the new teacher(s) trained ensuring the program continues.

5. Total students to be exposed to scholastic shooting sports program 217. Grade levels the program will be taught in 8-12.

6. The cooperator agrees to complete all applicable reports and will submit them in a timely fashion to the Oklahoma Department of Wildlife Conservation Scholastic Shooting Sports Program coordinator.

7. The cooperator agrees to administer the scholastic shooting sports program as covered in training (minimum of two weeks class time required).

8. The cooperator will maintain the scholastic shooting sports program equipment. _

9. Cost for full kit: \$ \$2,000 (kit includes One Target Throwing Machine, 20 Boxes of Clay Targets, 3 Boxes of Ear Plugs, 20 pair eye protection and one gun safe).

10. Equipment you are requesting from ODWC. One Target Throwing Machine, 20 Boxes of Clay Targets, 3 Boxes of Ear Plugs, 20 pair eye protection and one gun safe Total = \$2000

11. How much funding will be provided by the cooperator? 650.
These funds will cover the cost of ammunition.

Can not be matched with any other federal funds. Please describe cooperator's share if other than state funds (grants, donations, etc.). Fundraisers operated by Sapulpa Shooting Sports Team

12. Person completing the application (This is the person we will contact if there are any issues with your paperwork or grant.): Dylan Johnston
Title: Agricultural Education Instructor
Phone number: 918-224-6560
Address: 35 S. Mission Street, Sapulpa, Ok 74066
Email: djohnston@sapulpaps.org

Cooperator F.E.I. Number: 73-6026796
(federal tax ID #)

Date: 10-4-23

THE UNIVERSITY OF CHICAGO

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Vehicles to Immediately surplus

*Bus 29 - Blown engine
2005 International

Vin #: DRBUAAN15E981346

*Bus 940 - 23 yrs old and not used
2000 Freightliner

Vin #: 4UZ6CJAA3YLG10420

*Truck 251 - 23 yrs old and not used
1999 Ford F-350

Vin #: 1FTWW32F6XEB78665

*Truck 250 - 23 yrs old and not used
2000 Ford F-250

Vin #: 3FTNW20F4YMA78214

*Truck 211 - 26 yrs old and not used
1997 Ford F-250

Vin #: 2FTEX27L9UCA10751

(This is the truck that was stolen and basically ruined)

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SAPULPA PUBLIC SCHOOLS

SUPERINTENDENT'S REQUEST FOR
OUT-OF-STATE ACTIVITY TRIP

REQUESTING GROUP: JHS Choir

DATE OF REQUEST: 10/10/23

SPONSOR: Gina Myers

DESTINATION: Colorado Springs, CO

DATE LEAVING (DAY AND DATE): 4/19/24 - Friday

DATE RETURNING (DAY AND DATE): 4/22/24 - Monday

NUMBER OF SCHOOLS DAYS MISSED: 2

THIS TRIP IS SPONSORED THROUGH EXISTING MONIES IN MY ACTIVITY/BOOSTER ACCOUNT AND THE FUNDS WERE RAISED BY BOARD-APPROVED FUNDRAISERS. PLEASE LIST BRIEFLY HOW THESE FUNDS WERE RAISED: Student Payment + World's Finest Chocolate Sales

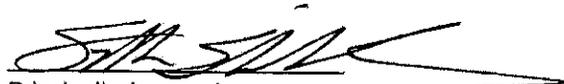
NUMBER OF STUDENTS ATTENDING: 30 (approx)

NUMBER OF SPONSORS: 5 (approx)

PURPOSE OF TRIP:

TO Compete in the Heritage Music Festival.

MODE OF TRANSPORTATION: Charter BUS


Principal's Approval


Superintendent Approval 10/24/23

Board President Approval

FUNDRAISERS 2023-24 School Year

SITE	CLUB	DATE OF EVENT	FUNDRAISER	HOW FUNDS WILL BE USED
sms	NASA	11/10/2023	PICKLE SELLS	funds will be used for Middle school NASA events
High School	HS Art Activity	1/8/2024	Imperial Vending Fundraiser	Art supplies and equipment; professional development
SHS	Girls Basketball	11/16/2023	Scentsy Circle Scents	Program Misc/Needs
Middle School	MS Library	11/10/2023	Scholastic Book Fair	Purchasing books and supplies for the library
SHS	Ping Pings	1/13/2024	Elks Lodge Breakfast Fundraiser	Funds will be used to assist with nationals and spring event costs
SHS SOCCER	SOCCER	11/10/2023	Atwoods Hot Dog Sales	Goalie Coach
SHS Soccer	Soccer	11/18/2023	Yard Clean Up	Team Dinners
SJH	Wrestling	1/11/2024	Wrestling Match vs Collinsville (students pay \$1 for an opportunity to attend the match)	JH State - food, tournament entry fee, and travel for the tournament.
woodlawn	Indian Ed tutors	12/9/2023	Parents night out	national JOM and State
HS	Varsity Wrestling	11/10/2023	Indian Taco Sale	feed the players, equipment, tourney/traveling fees
HS	Varsity Wrestling	11/10/2023	Wrestling Clinic	feed the players, equipment, tourney/traveling fees
HS	Varsity Wrestling	11/10/2023	Donations from Businesses	feed the players, equipment, tourney/traveling fees
High School	FFA	12/4/2023	Chapter Apparel Sales	FFA Chapter meetings, contests, classroom activities
High School	FFA Sporting Clays	12/5/2023	Smoker, griddle, cooler raffle	Sporting clays expenses. (Entry Fees, equipment, meals, etc)
High School	StuCo	12/6/2023	Dodge Ball Tournament	General expenses throughout the year
High School	StuCo	12/13/2023	Polar Express Movie Night Concession	General Expenses throughout the year
High school	StuCo	12/13/2023	Polar Express Movie Night Tickets	General Expenses throughout the year
High School	Senior Class	1/13/2024	Morp Tickets	General Expenses throughout the year

312. **PROCUREMENT PLAN – CHILD NUTRITION DEPARTMENT** (Approved 3-3-08)(Revised 6-13-11, Updated 2-13-17, 1-17-19, 10-25-23)

Sapulpa Public Schools, Child Nutrition Services

SECTION I—PROCUREMENT PLAN GENERAL REQUIREMENTS

The Sapulpa Public Schools, Child Nutrition Services plan for procuring items for use in the Child Nutrition Programs (CNP) is as follows:

1. The procurement plan provides for free and open competition, transparency in transactions, comparability, and documentation of all procurement activities.

2. The following **Code of Conduct** will be expected of all persons who are engaged in the awarding and administration of contracts supported by CNP reimbursement funds. These written standards of conduct include:

a. No employee, officer, or agent shall purchase or establish a contract if a conflict of interest, real or apparent, would be involved. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:

- (1) The employee, officer, or agent
- (2) Any member of the immediate family
- (3) His or her partner
- (4) An organization that employs or is about to employ one of the above

b. Employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub agreements.

c. The purchase during the school day of any food or service from a contractor for individual use is prohibited.

d. No item, food, or beverage purchased with nonprofit school food service funds will be removed from the school premises by school personnel.

e. Penalties for violation of the standards of code of conduct of the **School Food Authority (SFA) CNP** should be:

- (1) Reprimand by Board of Education
- (2) Dismissal by Board of Education
- (3) Any legal action necessary

3. Regardless of procurement method, the following factors will be determined regarding the allowability of costs:

- a. Be necessary and reasonable for proper and efficient administration of the program(s)
- b. Be allocable to federal awards applicable to the administration of the program(s)
- c. Be authorized and not prohibited under state and local law

4. Purchasing will be conducted at the most restrictive procurement threshold:

	Federal Procurement Thresholds	SFA/Sponsor Procurement Thresholds (Input)
Micro Purchasing	Less than \$10,000	\$7,500
Equipment	Over \$5,000	
Small/Informal	Less than \$250,000	\$7,500 to \$50,000
Formal	Greater than \$250,000 or any Food Service Management Contract.	Over \$50,000

5. All staff conducting purchasing will be trained on the procurement procedures.

6. All purchasing records must be maintained no less than the current year plus three additional years.

7. Buy American Provision

Section 104(d) amended Section 12(n) of the National School Lunch Act (NSLA) (42 U.S. 1760) requires SFAs participating in the NSLP and SBP in the United States **to purchase for those programs, to the maximum extent practicable, domestic USDA Foods or products.** For purposes of this provision, the term **domestic food commodity or product** means agricultural USDA Foods produced in the United States, including Guam, American Samoa, the Virgin Islands, Puerto Rico, and the Northern Mariana Islands, and food products processed in the United States **SUBSTANTIALLY** using agricultural USDA Foods that are produced in the United States. **SUBSTANTIALLY** means that over 51 percent of the processed food comes from American produced products.

8. Geographic Preference

The use of statutorily or administratively imposed in-state or local geographic preferences for procurements under USDA entitlement programs is prohibited, except for unprocessed locally grown or locally raised agricultural products. The Food, Conservation, and Energy Act of 2008 (Public Law 110-246, Section 4302) amended Section 9(j) of the NSLA to allow institutions receiving funds through CNP to apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. When geographic preference is used, the

SFA must still get quotes from several farmers when procuring unprocessed locally grown or locally raised agricultural products so that competitors have an opportunity to compete for the bid.

9. Protest Procedure

Suppliers who wishes to file a protest pertaining to a bid, quote or competitive proposal must file as follows:

- a. A protest shall be in writing and shall include the company name, address and other contact information of the Supplier, the name of the bid, quote or competitive proposal under dispute, a detailed description of the specific reason(s) for the protest, copies of any supporting documentation, and the specific ruling or relief requested.
- b. Written protests shall be addressed and delivered to: The Superintendent of Schools, Sapulpa Public Schools, 511 E. Lee Street, Sapulpa, OK, 74066
- c. Protests based on the terms of a bid, quote or competitive proposal must be received at least seven (7) working days prior to the submittal deadline for the bid, quote or competitive proposal.
- d. Protests based on the award of the bid, quote or competitive proposal must be received no more than three (3) working days after the award.
- e. Upon receipt of a timely written protest, the Superintendent or designee shall promptly consider the protest. If the protest is not resolved by mutual agreement of the aggrieved person and the District, the Superintendent or designee will promptly issue a decision in writing, stating the reason(s) for the action taken. The Superintendent or designee will provide a copy of the decision to the protesting Supplier.
- f. The Superintendent's decision or designee may be appealed by a written request for review received no more than two (2) workings days after the protesting Supplier's receipt of the decision. The request for review shall be addressed and delivered to: The Clerk of the Board of Education, Sapulpa Public Schools, 511 E. Lee Street, Sapulpa, OK 74066. The request for review must be in writing and shall include a detailed description of the specific reason(s) the Supplier disagrees with the decision of the Superintendent or designee and a copy of any supporting documentation. The decision of the school board will be final.
- g. The Superintendent/designee and the school board will consider only timely protests and requests for review.

10. Non kickback Affidavit

Oklahoma statute 62 O.S. §310.9 requires a signed and notarized non kickback affidavit on every purchase order of \$25,000 or more. The affidavit is to be signed by the person or persons authorized to accept payment on behalf of the architect, contractor, engineer, or supplier.

11. Lobbying Certification

Lobbying certification must be obtained for procurement contracts of more than \$100,000. Any vendor whose contract award is for more than \$100,000 must complete a Certification Regarding Lobbying form. The SFA must keep this signed certification statement on file with a copy of the vendor's contract.

12. The SFA or any of its vendors who participate in lobbying activities must complete a Disclosure of Lobbying Activities form. SFAs must submit this completed form to the State Agency. A vendor would submit its completed form to the SFA.

13. Debarment or Suspension

The SFA is prohibited from contracting with an individual or company that has been debarred or suspended in accordance with 2 CFR §180, as adopted and modified by USDA regulations at 2 CFR §417

14. Beverage and Snack Agreement

Any exclusive beverage and snack agreement will exclude Child Nutrition Services. The sale of milk cannot be limited at any time during the school day or at any place on the school premises.

15. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Where applicable, **all contracts** awarded by the nonfederal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 70 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

16. Equal Opportunity and Discrimination.

Vendors of Formal Contracts of \$10,000 or more must certify that it is an Equal Opportunity Employer, a provider of services and/or assistance, and is in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended, and Executive Orders 11246 and 11375. The vendor assures compliance with the Americans With Disabilities Act of 1990 (Public Law 101-336), all amendments to, and all requirements imposed by the regulations issued pursuant to this Act

17. Contracts in excess of \$150,000 shall contain provision that require compliance with all applicable standards, orders, or requirements issued under Section 306 of the **Clean Air Act** (42 U.S.C. 1857[h]), Section 508 of the **Clean Water Act** (33 U.S. C. 1368), Executive Order 11738, and **Environmental Protection Agency (EPA) Regulation** (40 CFR §15), which prohibit the use of nonexempt federal contracts, grants, or loans of facilities included on the EPA list of violating facilities. The provision shall require reporting of violations to the grantor agency and to the EPA Assistant Administrator for Enforcement (EN-329). The contract must recognize mandatory standards and policies relating to energy efficiency that are contained in the State Agency conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

18. The SFA will take all necessary affirmative steps to assure that **minority firms, women's business enterprises, and labor surplus area firms** are used when possible. Affirmative steps shall include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- b. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises.
- e. Using the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

SECTION II—MICRO PURCHASING

If the amount of purchases for items is less than \$7,500, for all items except equipment where the cap will be \$5,000, the following procedures will be used:

1. Purchases will not be separated into two or more purchases to meet or be below the \$7,500 threshold.
2. The price quotes will not be required. Competition is not required.
3. When practicable, micro purchases will be distributed equitably among qualified suppliers.
4. Documentation of purchases will be kept and maintained for three years plus the current year.
5. The Child Nutrition Director will be responsible for documentation of purchase. NOTE: Federal threshold of \$2,000 is applicable in the case of acquisitions for construction subject to the Davis-Bacon Act.

SECTION III—PURCHASING EQUIPMENT

If the amount of purchases for **equipment** is greater than \$5,000, use the following procedure:

1. Written specifications will be prepared and provided to vendors.
2. Each vendor will be contacted and given an opportunity to provide a price quote on the same specifications. A minimum of two vendors shall be contacted.
3. The price quotes will receive appropriate confidentiality before award.
4. If using USDA funding for the purchase, the SFA/sponsor will seek prior approval from Oklahoma CNP unless the equipment is placed on the Equipment Preapproval List located in the Child Nutrition Manual.
5. Quotes will be awarded by the Child Nutrition Director. Quotes awarded will be to the lowest and best quote based upon quality, service availability, price, and/or other determining factors at the time of bid.
6. The Child Nutrition Director will be responsible for documentation of records to show selection of vendor, reasons for selection, names of all vendors, price quotes from each vendor, and **written specifications**.

7. The Child Nutrition Director will be responsible for documentation that the actual product specified is received.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the nonfederal entity for financial statement purposes or \$5,000. See also §§200.12 capital assets, computing devices, 200.48 general purpose equipment, 200.58 information technology systems, 200.89 special purpose equipment, and 200.94 supplies.

SECTION IV—SMALL PURCHASE PROCUREMENT

If the amount of purchases for items is greater than \$7,500 and less than \$250,000, Small Purchase Procedures must be followed. There are two methods of Small Purchasing allowed, either Quotes and/or a Market Basket Study. Quotes documented from an adequate number of qualified sources will be required.

Method 1: Quotes

1. Written specifications will be prepared and provided to the vendor.
2. Each vendor will be contacted and given an opportunity to provide a price quote on the same specifications. A minimum of two vendors shall be contacted.
3. The Child Nutrition Director will be responsible for contacting potential vendors when price quotes are needed.
4. The price quotes will receive appropriate confidentiality before award.
5. Quotes will be awarded by Child Nutrition Director. Quotes awarded will be to the lowest and best quote based upon quality, service availability, price, and/or or terms at the time of the bid.
6. The Child Nutrition Director will be responsible for documentation of records to show selection of vendor, reasons for selection, names of all vendors contacted, price quotes from each vendor, and written specifications.
7. The Child Nutrition Director will be responsible for documentation that the actual product specified is received.

8. Anytime an accepted item is not available, the Child Nutrition Director will select the acceptable alternate. Full documentation will be made available as to the selection of the acceptable item. Substituted items will not be made at the vendor's discretion.

9. Purchasing will be based on the following criteria:

- a. Price (provided all items meet required specifications and required quality)
- b. Availability of product in required time line
- c. Service

SECTION V—FORMAL PROCUREMENT

If the amount of purchases is more than \$250,000 or for a Food Service Management Contract, formal procurement procedures will be used as required by 2 CFR Part 200.318-326, formerly 7 CFR §3016.36.

Formal bid procedures will be applied on ***the basis of a*** combination of centralized and individual site deliveries.

Because of the potential for purchasing more than \$250,000, it will be the responsibility of Child Nutrition Director to document the amounts to be purchased so the correct method of procurement will be followed.

When a formal procurement method is required, the following ***COMPETITIVE SEALED BID or COMPETITIVE PROPOSAL in the form of a Request for Proposal (RFP)*** procedures will apply:

- An announcement of ***an Invitation for Bid or a RFP*** will be placed on the district web site to publicize the intent to purchase needed items. The advertisement for bids/proposals or legal notice will be posted for a minimum of two weeks.
- For all purchases over \$250,000, a newspaper advertisement is required. The announcement will contain a:

- General description of items to be purchased
- Deadline for submission of questions and the date written responses will be provided, including addenda to bid specifications, terms, and conditions as needed
- Date of pre-bid meeting, if provided, and if attendance is a requirement for bid award

- Deadline for submission of sealed bids or proposals
- Address of location where complete specifications and bid forms may be obtained

- If an IFB or RFP, each vendor will be given an opportunity to bid on the same specifications.
- The developer of written specifications or descriptions for procurements will be **PROHIBITED** from submitting bids or proposals for such products or services.

- The IFB or RFP will clearly define the purchase conditions. The following list includes requirements, not exclusive, to be addressed in the procurement document:

- Contract period
- SFA/sponsor is responsible for all contracts awarded (statement)
- Date, time, and location of bid opening
- How vendor is to be informed of bid acceptance or rejection
- Delivery schedule
- Set forth requirements (terms and conditions) which bidder must fulfill in order for bid to be evaluated
- Benefits to be entitled if the contractor cannot or will not perform as required
- Statement assuring positive efforts will be made to involve minority and small business
- Statement regarding the return of purchase incentives, discounts, rebates, and credits to the nonprofit CN account
- Contract provisions as required in 7 CFR Part 210.21(f) for all cost reimbursable contracts
- Contract provisions as required in 7 CFR Part 210.16(a)(1-10) for food service management company (FSMC) contracts
- Procuring instrument to be used are purchase orders from firm fixed prices after formal bidding
- Price adjustment clause (escalation/de-escalation) based on appropriate standard or cost index (Consumer Price Index [CPI] or other as stated in terms and conditions for pricing and price adjustments)
- Method of evaluation and type of contract to be awarded
- Method of award announcement of effective date (if intent to award is required by state or local procurement requirements)
- Specific bid protest procedures, including contact information of person and address and the date by which a written protest must be received

- Provision requiring access by duly authorized representatives of the SFA/sponsor, State Agency, USDA, or Comptroller General to any books, documents, papers, and records of the contractor, which are directly pertinent to all negotiated contracts
- Method of shipment or delivery upon contract award
- Provision requiring contractor to maintain all required records for **THREE** years after final payment and all other pending matters (audits) are closed for all negotiated contracts
- Description of process for enabling vendors to receive or pick up orders upon contract award
- Provision requiring the contractor to recognize mandatory standards/policies related to energy efficiency contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165)
- Signed statement of no collusion
- Signed Debarment/Suspension Certificate or statement included in contract or copy of Excluded Parties List System (EPLS)
- Specifications and estimated quantities of products and services prepared by SFA/sponsor and provided to potential contractors desiring to submit bids/proposals for the products or services requested
- If any potential vendor is in doubt as the true meaning of specifications or purchase conditions, interpretation will be provided in writing to all potential bidders by Child Nutrition Director and date specified
- The Child Nutrition Director will be responsible for securing all bids or proposals.
- The Child Nutrition Director will be responsible to ensure all SFA/sponsor procurements are conducted in compliance with applicable federal, state, and local procurement regulations
- The following criteria will be used in awarding contracts as a result of bids/proposals:
 - Price (provided all items meet required specifications and required quality)
 - Availability of product in required time line
 - Service

In awarding a competitive negotiation (RFP), a set of award criteria in the form of a weighted evaluation sheet will be provided to each bidder in the initial bid document materials. Price alone is not the sole basis for award but remains the primary consideration when awarding a contract. Following reevaluation and negotiations, a firm fixed price or cost reimbursable contract is awarded.

- The contracts will be awarded to the responsible bidder/proposer whose bid or proposal is responsive to the invitation and is most advantageous to the SFA/sponsor, price and other factors considered. Any and all bids or proposals may be rejected in accordance with law.

- Child Nutrition Director is required to sign on the bid tabulation of competitive sealed bids or the evaluation criterion score sheet of competitive proposals signifying a review and approval of the selections.
- Child Nutrition Director reviewing the procurement system to ensure compliance with applicable laws.
- Child Nutrition Director responsible for documentation the actual product specified is received.
- Anytime an accepted item is not available, the Child Nutrition Director will select the acceptable alternate. The contractor must inform Child Nutrition Director when a product is not available. In the event a nondomestic agricultural product is to be provided to the SFA/sponsor, the contractor must obtain, in advance, the written approval of the product. The Child Nutrition Director must comply with the **Buy American** provision.
- Full documentation as to the reason an accepted item was unavailable and to the procedure used in determining acceptable alternates will be available for audit and review. The person responsible for this documentation is Child Nutrition Director.
- The Child Nutrition Director responsible for maintaining all procurement documentation.

SECTION VI—NONCOMPETITIVE NEGOTIATION

If items are available **ONLY** from a single source ***when the award of a contract is not feasible under small purchase, sealed bid, or competitive negotiation,*** **NONCOMPETITIVE NEGOTIATION** procedures will be used:

1. Written specifications will be prepared and provided to the vendor.
2. The Child Nutrition Director will be responsible for the documentation of records to fully explain the decision to use the noncompetitive negotiation. The records will be available for audit and review.
3. The Child Nutrition Director will be responsible for documentation that the actual product or service specified was received.
4. The Child Nutrition Director will be responsible for reviewing the procedures to be certain that all requirements for using single source or noncompetitive negotiation are met.
5. Noncompetitive negotiations shall be used for one-time purchases of a new food item in order to determine food acceptance by students and for samples for testing purposes. A record of noncompetitive negotiation purchase shall be maintained by the SFA. The record of noncompetitive purchases shall include, at a minimum, the following:
 - Item name
 - Dollar amount
 - Vendor
 - Reason for noncompetitive procurement

SECTION VII—EMERGENCY PURCHASING

1. If it is necessary to make a one-time emergency procurement to continue service to obtain goods, the purchase shall be made and a log of all such purchases shall be maintained by the SFA . the following emergency procedures shall be followed. All emergency procurements shall be approved by the SFA. At a minimum, the following emergency procurement procedures shall be documented:

- Item name
- Dollar amount
- Vendor
- Reason for emergency

2. If the emergency purchasing need requires a contract, all books, records, and other documents relative to the award of the contract must be retained for three years after final payment. Specifically, the SFA/sponsor shall maintain, at a minimum, the following documents:

- Written rationale for the method of procurement
- A copy of the original solicitation
- The selection of contract type
- The bidding and negotiation history and working papers

- The basis for contractor selection
- Approval from the State Agency to support a lack of competition when competitive bids or offers are not obtained
- The basis for award cost or price
- The terms and conditions of the contract
- Any changes to the contract and negotiation history
- Billing and payment records
- A history of any contractor claims
- A history of any contractor breaches

Section VII – Group Buying and Co-op Buying

When in the best interest of the district, purchases may be made using a group buying service (GBS). A GBS, an organization that buys in larger quantities on behalf of other entities may call itself many different names and may be referred to as a purchasing cooperative, purchasing consortium, group-buying/purchasing organization, etc. A GBS can be for-profit or not-for-profit. It is vital that all procurement transactions be conducted in a manner providing free and open competition. This principle fully applies to purchases made through any GBS.

Oklahoma State Prime Vendor Contract (State Contracting). When the SFA chooses, the SFA may purchase food and foodservice supplies using a statewide contract established by the Department of Central Services, Central Purchasing Division for the State of Oklahoma. Likewise, if the SFA chooses, fresh produce may be purchased using the Department of Defense selected vendor for any school year.

When the SFA chooses, purchases may be made through a cooperative agreement with other school districts. Sealed Bid (Formal Advertising) procedures will be followed as required.

CHART OF PROCEDURES

Sapulpa Public Schools, Child Nutrition Services will purchase the following products or group of products and services as per the stated purchase period using the identified procurement method. **Price quote time frame** period is defined as the time frame for which bids or quotes are obtained and awarded.

PRODUCT	HOW OFTEN ARE PRICE	PROCUREMENT METHOD USED
Milk	Annual with option for 2 (1 year) extensions.	Small
Bread	Annual with option for 2 (1 year) extensions	Small or Prime Vendor
Prime Vendor to include all of the following: Canned fruits and Vegetables Frozen Fruits Vegetables Pre-prepared/Fresh Fruits & Vegetables Meats, Breads, Beverages, Paper Products Chemicals This includes Net Off Invoice USDA Food items.	Annual with option for 2 (1 year) extensions	Formal Co-Op or Group Buying
Fresh fruits and vegetables	Annual with option for 2 (1 year) extensions	Small or Formal (if purchased with Tulsa Area Directors Co-op)
Chemicals	If not included with Prime Vendor, will use State Bid	Small
Small equipment	One consolidated quote each Spring for all sites or as needed throughout the year as small equipment needs arise	Small for consolidated quote Micro for fill in
Large equipment	As Needed	Small
Office Supplies	As Needed	Micro
Copy Services	As Needed	Micro
USDA Further Processing	Annual	Formal, with Tulsa Area Directors through Union Schools or Co-Op or Buying Group

BOARD OF EDUCATION ELECTION RESOLUTION

TO: Creek County Election Board

FROM: The Sapulpa School District, Independent School
District No. I-33 of Creek, County, Oklahoma

The Board of Education of the Sapulpa School District has approved the following resolution calling for an election to be submitted to the voters of the district.

Date of the Election:

A Board of Education Primary Election shall be held on February 13, 2024, only if three or more candidates file for the Board of Education position scheduled to be on the ballot or for a Board of Education position appearing on the ballot as an unexpired term. A Board of Education General Election shall be held on April 2, 2024, under the following circumstances: if only two candidates file for a position scheduled to be on the ballot or for a position on the ballot for an unexpired term or if no candidate in the Board of Education Primary Election receives more than 50% of the votes cast. The polling places shall be open from 7:00 a.m. to 7:00 p.m.

Board Member Position on Ballot:

The voters shall elect a board member for board position No. 4, which has a 5-year term of office.

Qualifications of Candidates for Office:

To be eligible to be a candidate for member of the board of education of a school district, a person must have resided in the district for at least six months preceding the first day of the filing period, and have been a registered voter registered with the county election board at an address located within the geographical boundaries of the district for six months preceding the first day of the filing period. In school districts that have been divided into election districts, a candidate must have resided in the district for six months preceding the first day of the filing period and have been a registered voter registered with the county election board at an address located within the geographical boundaries of the election district for six months preceding the first day of the filing period.

No person shall be eligible to be a candidate for or elected to be a member of the board of education of a school district unless the person has been awarded a high school diploma or certificate of high school equivalency.

A person who has been convicted of a misdemeanor involving embezzlement or a felony under the laws of this state or of the United States or who has entered a plea of guilty or nolo contendere to such misdemeanor involving embezzlement or felony or who has been convicted

of a crime in another state which would have been a misdemeanor involving embezzlement or a felony under the laws of this state or has entered a plea of guilty or nolo contendere to such crime shall not be eligible to be a candidate for or be elected to any school board office for a period of fifteen years following completion of his sentence or during the pendency of an appeal of such conviction or plea.

No person shall be eligible to be a candidate for or serve on a board of education if he or she is currently employed by the school district governed by the board of education or is related within the second degree by affinity or consanguinity to any other member of the board of education or to any employee of the school district. The following are relatives within the second degree: A candidate's spouse, child, parent, grandchild, grandparent, brother, sister, spouse's child, spouse's grandchild, spouse's brother, spouse's sister, spouse's grandparent, grandchild's spouse, parent's spouse, and child's spouse. The prohibitions in this paragraph shall not apply if the board member candidate is related within the second degree of affinity or consanguinity to an individual employed as a substitute teacher by the school district or as a temporary substitute support employee if the school district has an Average Daily Membership of less than five thousand (5,000).

Candidates must affirm that upon being elected as a new member of the Board of Education, within fifteen (15) months of election, they will complete at least twelve (12) hours of instruction on education issues, including school finance, Oklahoma education laws, and ethics, duties and responsibilities of district board of education members. Three (3) of these twelve (12) credits must be earned as follows: one (1) credit in ethics, one (1) credit in open meeting act and open records act, and one (1) credit in school finance. Incumbents must affirm that they will complete six (6) hours of instruction within fifteen (15) months of election emphasizing changes in school law. Three (3) of these six (6) credits must be earned as follows: one (1) credit in ethics, one (1) credit in open meeting act and open records act, and one (1) credit in school finance.

Voters Eligible to Vote:

To be eligible to vote, a voter must be registered with the county election board at an address within the geographical boundaries of the district.

Ballot Titles:

The ballot to be submitted to the voters shall call for the voters to:

1. Select one candidate for Sapulpa School Board Position No. 4

Approved by the Sapulpa Board of Education this 9th day of November, 2023.

President of the Board of Education

Clerk of the Board of Education

COMMON EDUCATION SCHOOL DISTRICT

Legal Notice

(Must be published in a newspaper of the county wherein the school district administrative office is located at least ten days prior to the filing period.)

(Post at the school district administrative offices as well as the county election board office.)

The Board of Education of Sapulpa Public School District hereby provides legal notice that the school board election filing period for candidates will open on Monday, December 4, 2023 at 8:00 a.m. and will end at 5 p.m. on Wednesday, December 6, 2023.

Board Member Position on Ballot:

The voters shall elect a board member for board position No. 4, which has a 5-year term of office.



SAPULPA PUBLIC

COMMON EDUCATION SCHOOL DISTRICT

To be printed on school letterhead

Press Release

(Shall be issued to a newspaper of general circulation in the county where the school district's administrative office is located.)

The Board of Education of Sapulpa Public School District hereby announces that statutorily qualified individuals interested in running as a candidate for the #4 seat on the Sapulpa Board of Education may file to run as a candidate for this seat at the Creek County Election Board between the hours of 8 a.m. and 5 p.m.. on each of the following days: Monday, December 4 through Wednesday, December 6, 2023.



Quote ID
Q-299595

Valid Until
Saturday, December 2, 2023

Contact Name
Ray Arnold

Scenario Learning, LLC Agreement Schedule A

Date: Thursday, November 2, 2023

Client Information

Client Name: Sapulpa Public Schools	
Address: 511 E. Lee Avenue Sapulpa, OK 74066	
Primary Contact Name: Bridget Hailey	Primary Contact Phone: 918-224-3400

Agreement Term

Effective Date: 01/01/2024	Initial Term: 6 months
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Invoicing Contact Information (Please fill in missing information)

Billing Contact Name:		
Billing Address: 511 E. Lee Avenue Sapulpa, Oklahoma 74066	Billing Phone:	
	Billing Email:	
PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Annual Fee(s)

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
SLSCA	Vector Alert, Higher Education	Annual Subscription per year	2,100	\$1.08	\$2,268.00

Annual Total: \$4,536.00

One-Time Fee(s)

Product Code	Product	Description	Qty	Price	Sub Total
VTIMP	Vector Training Implementation Fee	One Time Fee	1	\$250.00	\$250.00

One-Time Total: \$250.00

Grand Total (including Annual and One-Time):

\$2,518.00

Please note that this is not an invoice. An invoice will be sent within fourteen (14) business days.

Additional Terms and Conditions.

The following are in addition to the Client Agreement General Terms and Conditions.

1. Additional Named Users added after the Effective Date will be invoiced at the full per Named User fee. Such additional Named Users shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
2. You agree to pay for the number of Named Users using or licensed to access the Services in a given contract year. Subject to the Minimum Annual Commitment, Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
3. Subject to the above Minimum Annual Commitment, annual fees for your use of the Services will be based upon the number of Named Users in a given contract year.
4. Named Users inactivated in a given contract year will not count towards the total number of Named Users in the year following such inactivation, unless reactivated.
5. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 5.0% per year. Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
6. All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
7. **AUTOMATIC RENEWAL. UNLESS OTHERWISE AGREED OR WHERE PROHIBITED BY APPLICABLE LAW OR REGULATION, UPON EXPIRATION OF THE ABOVE INITIAL TERM, THIS AGREEMENT WILL RENEW FOR A RENEWAL TERM EQUAL TO THE INITIAL TERM AT VECTOR SOLUTIONS' THEN CURRENT FEES, UNLESS NOTICE IS GIVEN BY EITHER PARTY OF ITS INTENT TO TERMINATE THE AGREEMENT AT LEAST SIXTY (60) DAYS PRIOR TO THE SCHEDULED TERMINATION DATE.**

By: _____

By: _____

Printed Name: Felicity Spicer

Printed Name: Bridget Hailey

Title: Director of Sales

Title: Mental Health Coordinator

Date: _____

Date: _____

Address for Notices:

4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

511 E. Lee Avenue
Sapulpa, OK 74066

VECTOR SOLUTIONS EDUCATION SOFTWARE AS A SERVICE AGREEMENT

This Vector Solutions Software as a Service Agreement (the "Agreement"), effective as of the date noted in the attached Schedule A (the "Effective Date"), is by and between Scenario Learning, LLC, d/b/a Vector Solutions, ("We/Us") an Ohio limited liability company, and the undersigned customer ("You/Your"), (each a "Party" or "Parties") and governs the purchase and ongoing use of the Services described in this Agreement.

GENERAL TERMS AND CONDITIONS

1. **SERVICES.** We shall provide the following Software as a Service ("**Services**"):

1.1. Access and Use. We grant You a non-exclusive, non-transferable revocable authorization to remotely access and use the software as a service offering identified in Schedule A (the "**Services**") and, unless prohibited by law, We will provide access to any persons You designate for use as described in these terms and conditions. For clarification and unless otherwise provided in Schedule A as a "site specific" authorization, We authorize access and use on a "one user per one authorization basis" and once granted, You are not allowed to transfer authorizations to other users. Your ability to use the Services may be affected by minimum system requirements or other factors, such as Your Internet connection.

1.2. Availability. We will use commercially reasonable efforts to provide access to and use of the Services twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond our control.

1.3. Help Desk. We will assist You as needed on issues relating to usage via e-mail, and a toll-free Help Desk five (5) days per week, at scheduled hours, currently 8:00 am to 6:00 pm Eastern Time, Monday-Friday or <https://support.vectorsolutions.com/s/contactsupport>

1.4. Changes to the Services. We reserve the right, in our discretion, to replace, substitute, update or upgrade (collectively, "Change") any of the Services that are necessary or useful to: (a) maintain or enhance (i) the quality or delivery of the Services; (ii) the competitive strength of or market for the Services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law. For no additional charge, we may also provide you with Changes to the Services that We make generally available to our other customers. All Changes to the Services are subject to these terms and conditions.

1.5. Additional Services. From time to time, the Parties may decide in their discretion to add additional Services, subject to the Parties' execution of one or more change forms which shall be substantially in the form of the Schedule A and shall incorporate these terms and conditions by reference. Each individual Schedule A shall have its own service term.

2. YOUR RESPONSIBILITIES AND USE RESTRICTIONS.

2.1. Compliance. You shall be responsible for all Users' compliance with this Agreement and shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services. You shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Us.

2.2. Identify Named Users. A "**Named User**" is defined as Your employees, consultants, contractors, and agents You authorize to access and use the Services You are purchasing during each contract year ("Term") of the Agreement.

2.2.1. You will be responsible for the following: (a) cause each of Your Named Users to complete a unique profile if not created by Vector Solutions on their behalf; and (b) timely maintain a user database by adding a unique profile for each new Named User. Due to licensing and data retention requirements, Named Users may not be removed from our system unless required by law. You will be responsible for identifying Named Users from time to time during the Term of this Agreement through available system capabilities.

2.3. Future Functionality. You agree that Your purchases are not contingent on Our delivery of any future functionality or features. You are not relying on any comments regarding future functionality or features.

3. FEES AND PAYMENTS.

3.1. Fees and Payment. You will pay for the Services in accordance with the payment terms, frequency, and fee schedule in Schedule A attached to this Agreement. All fees collected by Us under this Agreement are fully earned when due and nonrefundable when paid, except if You terminate this Agreement for cause as described in Section 5.2.

3.2. Due Date. All fees due under this Agreement must be paid in United States Dollars or Canadian Dollars or as specified in Schedule A as applicable to Your location. We will invoice You in advance and all undisputed invoices are due and payable on the due date specified in Schedule A.

3.3. **Suspension of Service.** If You do not make an undisputed payment on time, We may suspend Your or Your Named Users' access to the Services without further notice until all overdue payments are paid in full. Our suspension of Your use of the Services or termination of the Agreement for Your violation of the terms of this Agreement will not change Your obligation to pay any and all payments due for the applicable Term.

3.3.1. We may also suspend, terminate, or otherwise deny Your access or any Named User's access to or use of all or any part of the Services, without incurring any liability to You, if: (a) We receive a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Us to do so; or (b) We believe, in good faith and reasonable discretion, that: (i) You or any Named User, have failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted, or for a purpose not authorized under this Agreement; or (ii) Your use of the Services causes a direct or indirect threat to our network function or integrity, or to Our other customers' ability to access and use the Services; or (iii) You or any Named User, are or have been involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3 does not limit any of Our other rights or remedies under this Agreement.

3.4. **Taxes.** All fees under this Agreement exclude all sales, use, value-added taxes, and other taxes and government charges, whether Federal, State, or foreign, and You will be responsible for payment of all such taxes (other than taxes based on our income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If We have a legal obligation to pay or collect taxes for which You are responsible under the Agreement, then We will invoice, and You will pay the appropriate amount unless You claim tax exempt status for amounts due under this Agreement and provides Us with a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by You to Us, You shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that We shall receive an amount equal to the fee We would have received had no such deduction or withholding been made.

4. INTELLECTUAL PROPERTY RIGHTS.

4.1. We alone (and our licensors, where applicable) shall own all rights, title, and interest in and to our software, website and technology, the course content (if any), and the Services We provide, including all documentation associated with the Services. If You provide any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by You (collectively "Feedback"), We may use such Feedback to improve the Services without charge, royalties, or other obligation to You, and Our use of Your Feedback does not give You any property rights to the Services.

The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to You to use them. You shall own all rights, title, and interest in and to Your added software, Your content, and information collected from Your content pages ("Your Data"). You shall have no rights in or to any other data collected that is not affiliated with You. Your content, email addresses, and personal information of Your Named Users or Your EHS Active Employees You entered into the database, or any of Your customers or users is Your sole property. We will not, at any time, redistribute, share, or sell any of Your email addresses, email server domain names, customer names, or personal information. Course content that You purchase from third-party course providers and access through our LMS will require the sharing of certain user information with Us in order for Us to properly track and report usage.

4.2. You recognize that We regard the software We have developed to deliver the Services as our proprietary information and as confidential trade secrets of great value. You agree not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Your Named Users without our prior written consent. You further agree to treat the Services with at least the same degree of care with which You treat Your own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.

4.2.1 Except as otherwise agreed in writing or to the extent necessary for You to use the Services in accordance with this Agreement, You are not allowed to: (a) copy the course content in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (c) embed the course content into other products; (d) use any of our trademarks, service marks, domain names, logos, or other identifiers or any of our third party suppliers; (e) reverse engineer, decompile, disassemble, or access the source code of any of our Services or software, (f) use the software or Services for any purpose that is unlawful; (g) alter or tamper with the Services and/or associated documentation in any way; (h) attempt to defeat any security measures that We may take to protect the confidentiality and proprietary nature of the Services; (i) remove, obscure, conceal, or alter any marking or notice of proprietary rights that may appear on or in the Services and/or associated documentation; or (j) except as permitted by this Agreement, knowingly allow any individual or entity under Your control to access Services without authorization under this Agreement for such access.

4.3. We acknowledge that You alone shall own all rights, title, and interest in and to Your name, trademarks, or logos, and this Agreement does not give Us any rights of ownership to the same. You hereby authorize Us to use Your name, trademarks, or logos in promotional materials, press releases, advertising, or in other publications or websites, whether oral or written. If You do not consent to Our use of Your name or logo, You may withdraw Your consent at any time by notifying Us at logousage@vectorsolutions.com.

5. TERM, TERMINATION, AND NOTICE.

5.1 Term. The term of this Agreement will start on the Effective Date, and will remain in full force and effect for the initial term (the "Initial Term") indicated in Schedule A. Upon expiration or early termination of this Agreement by either Party as described below in Section 5.2 (Termination for Cause) or for any reason, You shall immediately discontinue all use of the Services and documentation, and You acknowledge that We will terminate Your ability to access the Services. Notwithstanding, access to the Services may remain active for thirty (30) days solely for purpose of our record keeping.

5.2 Termination for Cause. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party materially breaches this Agreement, and that breach is incapable of cure, or with respect to a material breach capable of cure, and the Defaulting Party does not cure the breach within thirty (30) days after receipt of written notice of the breach. If You terminate this Agreement due to Our material breach, then We will return an amount equal to the pro-rated fees already paid for the balance of the term as of the date of termination as Your only remedy.

5.3. Notice. All required notices by either Party shall be given by email, personal delivery (including reputable courier service), fees prepaid, or by sending the notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth in Schedule A. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Notices and other communications sent by e-mail shall be deemed received upon the sender's receipt of an acknowledgment from the recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment). Either Party, by written notice to the other as described above, may alter its address for written notices.

6. MUTUAL WARRANTIES AND DISCLAIMER.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the acceptance of this Agreement has been duly authorized by all necessary corporate or organizational action; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable against each Party in accordance with its terms.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED "AS IS," AND WE PROVIDE NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION.

YOU ACKNOWLEDGE THAT THE SERVICES DO NOT PROVIDE AND ARE NOT INTENDED TO PROVIDE GENERAL MEDICAL, FINANCIAL OR LEGAL ADVICE AND ARE NOT A SUBSTITUTE FOR FINANCIAL OR LEGAL ADVISORS, HEALTH ASSESSMENTS AND INTERVENTIONS BY A QUALIFIED HEALTHCARE PROVIDER OR MENTAL HEALTH COUNSELOR AND ARE PROVIDED SOLELY FOR INFORMATIONAL AND EDUCATIONAL PURPOSES AND SHALL NOT REPRESENT OTHERWISE. WE MAKES NO GUARANTY, WARRANTY OR REPRESENTATION AS TO THE EFFECTIVENESS IN CHANGING OR IN MODIFYING OR AFFECTING THE BEHAVIOR OR CONDUCT OF ANY USERS OF THE SERVICES.

We make no promise that use of the Service will prevent sexual assault, alcohol or other drug abuse, sexual harassment, stalking, dating/domestic violence bullying, or hazing from occurring, or that the Services will not offend some who use it. We will not be responsible for any costs, legal fees, or damages resulting from any claim made against You by anyone who uses the Services.

6.3. Disclaimer of Third-Party Content. If You upload third-party content to our platform or Services, the third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws. We are not and shall not be held responsible or liable for any third-party content You provide or Your use of that third-party content. THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SERVICES.

6.4 None of our employees, marketing partners, resellers, or agents are authorized to make any warranty other than the Warranties stated in this Agreement. The provisions in any specification, brochure, or chart are descriptive only and are not warranties.

7. LIMITATION OF LIABILITY, EXCEPT FOR CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, GROSS NEGLIGENCE, FRAUD, OR WILFULL MISCONDUCT, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY AFFILIATE, THIRD-PARTY, OR YOUR USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) IF YOU HAVE

ANY BASIS FOR RECOVERING DAMAGES (INCLUDING FOR BREACH OF THIS AGREEMENT), YOU AGREE THAT YOUR EXCLUSIVE REMEDY WILL BE TO RECOVER DIRECT DAMAGES FROM US, UP TO AN AMOUNT EQUAL TO THE TOTAL FEES ALREADY PAID TO US FOR THE PRECEDING TWELVE (12) MONTHS.

7.1.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU, ANY AFFILIATE, ANY THIRD PARTY OR YOUR USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES OR SERVICES. YOU, YOUR AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AND SERVICES AT YOUR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO YOU, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

8. OBLIGATIONS OF BOTH PARTIES.

8.1. Our Obligation to You. We shall indemnify and hold You harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property We provide or upload to our platform infringes or violates any intellectual property right of any person.

8.2. Your Obligation to Us. You shall indemnify and hold Us harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, courses, or intellectual property You provide or upload to our platform infringes or violates any intellectual property right of any person. If you are a public entity, then Your indemnification obligation shall apply only to the extent not prohibited by applicable law.

9. CONFIDENTIALITY.

9.1. Each Party may from time to time disclose to the other Party "Confidential Information" which shall mean and include the Services (including without limitation all courses accessed through the Services), all documentation associated with the Services, software code (include source and object code), marketing plans, technical information, product development plans, research, trade secrets, know-how, ideas, designs, drawings, specifications, techniques, programs, systems, and processes.

9.2. Confidential Information does not include: (a) information generally available to or known to the public through no fault of the receiving Party; (b) information known to the recipient prior to the Effective Date of the Agreement; (c) information independently developed by the recipient outside the scope of this Agreement and without the use of or reliance on the disclosing Party's Confidential Information; or (d) information lawfully disclosed by a third party. The obligations set forth in this Section shall survive termination of this Agreement.

9.3. Each Party agrees that it shall not disclose the Confidential Information of the other to any third party without the express written consent of the other Party, that it shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors or consultants, that it shall not make use of any such Confidential Information other than for performance of this Agreement, and that it shall use at least the same degree of care to avoid disclosure of Confidential Information as it uses with respect to its own Confidential Information.

9.4. The confidentiality obligations imposed by this Agreement shall not apply to information required to be disclosed by compulsory judicial or administrative process or by law or regulation, provided that the receiving Party shall (if permitted) notify the disclosing Party of the required disclosure, shall use reasonable measures to protect the confidentiality of the Confidential Information disclosed, and shall only disclose as much Confidential Information as is required to be disclosed by the judicial or administrative process, law, or regulation.

Further, the above confidentiality provisions shall apply only to the extent permissible under applicable law and subject to applicable Open Records Laws and Freedom of Information Acts.

10. MISCELLANEOUS.

10.1. Assignment. Neither Party may freely assign or transfer any or all of its rights without the other Party's consent, except to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided however You shall not assign this Agreement to our direct competitors.

10.2. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the state of Florida, except where Customer is a public entity or institution in which case the applicable state, provincial, or tribal law where You are located shall govern, in either case without regard to the state's or local laws conflicts of laws provisions. If You are purchasing

goods under this Agreement, the Parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to this Agreement. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.

10.3. Export Regulations. All Content and Services and technical data delivered under this Agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. Both Parties agree to comply strictly with all such laws and regulations and You acknowledge that You are responsible for obtaining such licenses to export, re-export, or import as may be required after delivery.

10.4. Force Majeure. In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control (a "Force Majeure Event"), including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

10.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the Parties.

10.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

10.7. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

10.8. No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third party under this Agreement.

10.9. Purchase Orders. You may issue a purchase order if required by Your company or entity and failure to do so does not cancel any obligation You have to Us. If You do issue a purchase order, it will be for Your convenience only. You agree that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document You issue that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from Your purchase order.

10.10. Data Processing Agreement. If applicable, the parties shall negotiate in good faith and enter into any further data processing or transfer agreement, including any standard contractual clauses for transfers of data outside of the country where the personal data originates, as may be required to comply with applicable laws, rules and regulations regarding the collection, storage, transfer, use, retention and other processing of personal data.

10.11. Entire Agreement. This Agreement and Schedule A represent the entire understanding and agreement between the Parties, and supersedes all other negotiations, proposals, understandings, and representations (written or oral) made by and between You and Us. You acknowledge and agree that the terms of this Agreement are incorporated in, and are a part of, each purchase order, change order, or Schedule related to our provision of Services. This Agreement prevails over any additional or conflicting terms or conditions in any Customer purchase orders, online procurement terms, or other non-negotiated forms relating to the services or this agreement hereto even if dated later than the effective date of this Agreement.

SPECIAL TERMS AND CONDITIONS

CALIFORNIA CONSUMER PRIVACY ACT

If We will be processing personal information subject to the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018) as may be amended as well as all regulations promulgated thereunder from time to time ("CCPA"), on Your behalf in the course of the performance of the Services, then the terms "California consumer," "business purpose," "service provider," "sell" and "personal information" shall carry the meanings set forth in the CCPA.

CCPA Disclosures: To the extent the CCPA applies to our processing of any personal information pursuant to Your instructions in relation to this Agreement, the following also apply: (a) The Parties have read and understand the provisions and requirements of the CCPA and shall comply with them; (b) It is the intent of the Parties that the sharing or transferring of personal information of California consumers from You to Us, during the course of our performance of this Agreement, does not constitute selling of personal information as that term is defined in the CCPA, because You are not sharing or transferring such data to Us for valuable consideration; (c) We will only use personal information for the specific purpose(s) of performing the Services, including any Schedules within the direct business relationship with You. **FAMILY EDUCATIONAL RIGHTS**

AND PRIVACY ACT. If You are subject to the Family Educational Rights and Privacy Act ("FERPA"), then the following shall apply:

Both Parties are subject to FERPA and to that end agree: (a) they are each providing educational services to the other that they would otherwise have to provide for themselves using faculty and staff; (b) each party has a legitimate educational interest in the student education records disclosed under this Agreement; and (c) We agree to be under the direct control of Named User with respect to the use and maintenance of information from student education records. Any Party, including a "school official" who receives student education records as otherwise enumerated in this Agreement, acknowledges that the student education record is confidential and may use the information only for the purposes for which the disclosure was made hereunder including only the reporting of the student's use of the Services and review of materials by external examiners and except as permitted elsewhere in this Agreement, We may not re-disclose the information to any third -party without prior written consent from the student and Named User. Furthermore, the Parties agree to work together to share student education records in a manner that best assures the protection of student education records from disclosure.

CHILDREN'S ONLINE PRIVACY PROTECTION ACT. If a Named User is under thirteen (13) years of age, then the following shall apply:

1. The Parties acknowledge and agree that in the event a Named User under thirteen (13) years of age registers or logs in to use the Services, by personally providing to Vector Solutions such Named User's personal information as such information is defined under the Children's Online Privacy Protection Rule ("COPPA"), including: (a) first and last name; (b) home or other physical address including street name and name of city or town; (c) email address; (d) screen or username; (e) telephone number; (f) social security number; (g) persistent identifier; (h) photograph, video, or audio file where such file contains a child's image or voice; (i) geolocation information that can identify the names of a street and city; and (j) information collected from such Named User that is combined with any of the previous (collectively, "COPPA Personally Identifiable Information" or "COPPA PII"), such PII shall be subject to the provisions of COPPA.
2. Each party represents and warrants that to the extent such Party's own activities in furtherance of this Agreement are subject to the provisions of COPPA, such Party shall operate in accordance with the applicable terms of COPPA for the duration of the term hereof.
3. We shall make commercially reasonable efforts to keep COPPA PII confidential and secured from transmission or disclosure to unauthorized recipients until such PII is deleted pursuant to the terms hereof.
4. We shall make no commercial use of PII collected on Your behalf other than for educational and safety purposes and shall use PII solely for Your benefit. We shall provide to You notices required by COPPA regarding Our practices as they relate to collecting, using, or disclosing COPPA PII, as well as notice of any material change to such practices in a timely manner under the law. We shall rely on You to obtain verifiable consent from a parent or guardian (collectively, "Parent") of each Named User under the age of 13, registered in association with You ("Verifiable Consent") to use the Services.
5. You shall make reasonable efforts to obtain Verifiable Consent to use the Services using one or more of the following methods: (a) providing a consent form to be signed by Parent and returned to You by mail, fax, or electronic scan; (b) requiring a Parent, in connection with a monetary transaction, to use a credit or debit card or other online payment system that provides notification of each discrete transaction to the primary account holder; (c) having a Parent call a toll-free number staffed by trained personnel; (d) having a Parent connect to trained personnel via video-conference; (e) checking a form of government-issued identification against databases of such information, provided You delete Parent's identification promptly following the completion of the verification; or (f) sending an email coupled with additional steps, including (i) sending a second email confirming consent; or (ii) confirming consent by letter or telephone call after obtaining Parent's address or telephone number, provided that such methods of confirmation include notice that Parent may revoke any consent previously provided in response to the initial email.
6. In the event a Parent requests to exercise such Parent's right to: (a) review; (b) request deletion of; or (c) refuse further use or collection of the PII collected from the Parent's child, You shall relay such request to Us without unreasonable delay following Your successful verification that the requester is the Named User's Parent.
7. We shall delete PII collected from Named Users under the age of 13: (a) once such PII is no longer needed to fulfill the purpose of its collection; or (b) upon verified request by such Named User's Parent and shall utilize commercially reasonable safeguards to protect the PII from unauthorized access or use upon its disposal.

SERVICE SPECIFIC TERMS AND CONDITIONS

A. Vector EHS Management Services

A. This Section A contains service specific terms and conditions that will apply only if You are purchasing **Vector EHS Management Services ("EHS Services")** in Schedule A. Otherwise, the following terms will not apply to You.

1. An "**EHS Active Employee**" is defined as Your employees, consultants, contractors, and agents who are contained in the Vector EHS employee and contractor table with an active status. An employee may or may not be a Named User. For EHS Services, You are allowed a Named User for each EHS Active Employee.

2. You will be able to activate or disable employees without incurring additional EHS Active Employee fees as long as the total number of EHS Active Employees does not exceed the number of employees included in Scheduled A.
3. EHS Active Employees added after the Effective Date in Schedule A shall be billed at the full per employee fee. Such additional EHS Active Employees shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
4. You agree to pay for the number of EHS Active Employees in the EHS Services in a given contract year.
5. Subject to the Minimum Annual Commitment, if any, set forth in Schedule A, annual fees for Your use of the Services will be based upon the actual number of EHS Active Employees in a given contract year. Employees inactivated in a given contract year will not count towards the total number of employees in the year following such inactivation, unless reactivated.
6. You acknowledge that certain transmissions You receive as part of the EHS Services may contain sensitive personal information that You have provided. You understand that We do not control or own the data contained in such transmissions. As such, You will be responsible for ensuring that the information is secured and preventing the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), You shall be responsible for notifying Your EHS Active Employee(s) whose information may have been disclosed to the extent required by law. Both Parties further agree to handle such data in compliance with any applicable Federal, State, or local laws or regulations. You shall also be responsible for any threatening, defamatory, obscene, offensive, or illegal content or conduct of any of Your EHS Active Employees when using the Services. You shall indemnify, defend, and hold Us harmless against any claims that may arise as a result of these matters. With respect to Your use of the EHS Services, You acknowledge that We are not a covered entity or business associate under HIPAA.

B. Vector Evaluations+ Services.

This Section B. contains service specific terms and conditions that will apply only if You are purchasing Vector Evaluations+ Software as a Service in Schedule A. Otherwise, the following terms will not apply to You.

1. **Access and Use.** We will provide You a nonexclusive, non-transferable, revocable authorization to remotely access and use the Vector Evaluations+ Software as a Service: (i) on Our application server over the Internet, (ii) transmit data related to Your use of the Service over the Internet, and (iii) download and use the Evals + mobile device application software (referred to collectively as "Evals+ Services"). We will provide accounts for Your users on the application server for storage of data and use of the Service. The number of Named Users, start of service, and duration, are as stated in Schedule A.
2. If Your active user accounts exceed the number of Named Users during the term of this Agreement, You agree to pay for the additional Users, based on the per User fees in Schedule A. Adjusted fees will apply beginning on the month the number of Named Users are exceeded and will be prorated for the remainder of the current 12-month period. You agree to pay for the number of Users using or authorized to access the Services in a given contract year.
3. **Data Storage Fees.** Evaluations+ Service includes up to 10GB of data storage for Your data. If You use storage above 10GB, You agree to pay Us for the extra storage used, based on the rate indicated in the Schedule A. Fees for additional storage will apply beginning on the month the additional storage is used, and accrue monthly.
4. **Your Content.** You will be the owner of all content created and posted by You. You will also be the owner of all content created and posted by Us on Your behalf, including but not limited to evaluation forms added to the system as part of support services We provide.
5. **Third-Party Content.** You are responsible for proper licensing of, and assuming liability for, copyrighted material which You post on Our system, or is posted on the system by Us on Your behalf. This includes but is not limited to copyright protected evaluation forms and other materials from third parties. If You upload third-party content to Our platform, such third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws.
6. **Effect of Termination.** You will have thirty (30) days after the effective date of termination or expiration of this Agreement to export Your data using the software tools provided, or to request Your data from Us. Form data will be available as exported comma separated variable (CSV) files and as PDF files. Uploaded data files will be available in their original format. After the thirty (30) day period, We have no obligation to maintain or provide data and may thereafter delete or destroy all copies of the Your data, unless legally prohibited.

C. Vector WorkSafe Services and Vector LiveSafe Services

This Section C. contains service specific terms and conditions that will apply if You are licensing or using Vector WorkSafe Services, LiveSafe Essentials or Vector LiveSafe Services (collectively "LiveSafe Services") in Schedule A. Otherwise, the following terms will not apply to You.

1. **Authorized Users.** Authorized Users interchangeably may be referred to as "Named Users" means the employees, contractors and/or consultants under Your control who You authorized to operate the LiveSafe Services .

2. **Your Responsibilities.** You shall: (i) not permit any person or entity, other than designated Authorized Users, to access the LiveSafe Services; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the LiveSafe Services, (iii) provide prompt written notice of any unauthorized access or use; and (iv) instruct Authorized Users to comply with all applicable terms of this Agreement.

3. **Your Data.** You agree that We may only use data collected, extracted or received through Your use of the Services ("Your Data") in an anonymized and aggregated manner (without specifically identifying You, Your users or Your location(s)) for the sole purpose of reporting LiveSafe Services metrics, training and education about the LiveSafe Services, and improving the LiveSafe Services (except as may be required by law, court order, or as needed to provide the Services to You). Your Data shall not include any information collected, extracted, or received in response to the WorkSafe Integrated Health Survey. Within thirty (30) business days following Your written request, and not more than four (4) times per year or upon termination of this Agreement, We will provide to You a backup copy of the Your Data in Our possession.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

Scenario Learning , LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

Sapulpa Public Schools
511 E. Lee Avenue
Sapulpa, OK 74066

By: _____

By: _____

Printed Name: Felicity Spicer

Printed Name: Bridget Hailey

Title: Director of Sales

Title: Mental Health Coordinator

Date: _____

Date: _____

PERSONNEL REPORT

November 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>
James Lloyd	First Tech Challenge Coach/\$1,200
Derek Waits	First Tech Challenge Coach/\$1,200
Bianca Blevins	Travel Stipend/\$200
Adedolapo Sobowale	Travel Stipend/\$200
John McPherson	Travel Stipend/\$200
John Rains	Travel Stipend/\$200
Lindsay Hurst	Travel Stipend/\$200
Nick Williams	Travel Stipend/\$200
Tod Price	Travel Stipend/\$200
Gionni Harris	Travel Stipend/\$200
Allison Ruth	Co-Student Council Sponsor/\$500

REMOVAL OF EXTRA DUTY ASSIGNMENTS/STIPENDS

Name

Extra-duty Assignment/Stipend

None

CHANGE OF STATUS

Name

From

To

Effective Date

Monica Hettick

Bachelors/\$44,835.83

Bachelors+15/\$45,151.49

August 07, 2023

Wesleigh Hawk

Bachelors/\$44,835.83

Bachelors+15/\$45,151.49

August 07, 2023

Denise Bowen

Bachelors/\$53,431.91

Bachelors+15/\$53,789.15

August 07, 2023

TRANSFER

Name

From

To

Effective Date

Lacie Jones

CN Cook II/SHS

CN Cook II/HPE

November 02, 2023

FMLA REQUEST

Name

Position

Reason

Effective Date

Nichell Searcy

Teacher

Medical

November 07, 2023

Jennifer Reutlinger

Teacher

Maternity

February 29, 2024

RESIGNATIONS

Name

Position

Effective Date

None

PERSONNEL REPORT

November 09, 2023

SUPPORT PERSONNEL REPORT

EMPLOYMENT

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
Kendra Brittain	Crossing Guard/\$14.14 hr	October 11, 2023
Xander Heavener	Custodian/\$13.85 hr	October 30, 2023
Josh Arndt	JH Boys Soccer Coach/\$2,000	October 31, 2023
Matt Burkhart	JV Baseball Coach/\$3,200	August 31, 2023

EXTRA DUTY/STIPENDS

<u>Name</u>	<u>Extra-Duty/Stipend</u>
Treva Zlata	Latchkey Assistant/\$11.96 hr
Josh Littlebear	Travel Stipend/\$200
Spencer Braswell	Travel Stipend/\$200

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>
Malissa Glover	CN Manager SMS/\$17.15 hr	CN Manager Floating/\$18.49 hr	October 23, 2023
Kylie Wood	Paraprofessional II/0 yr	Paraprofessional II/1 yr	August 17, 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>
Shawna Keizor	Job Coach	Medical	October 11, 2023
Amber Cline	Paraprofessional	Medical	October 18, 2023
Cherie Cope	Custodian	Medical	October 27, 2023
Julie Rhoades	Secretary	Medical	October 30, 2023
Mendi Estes	Secretary	Medical	December 08, 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>
Karol Arroyo	Custodian	October 02, 2023
Lucy Gail Reid	CN Cook II	October 03, 2023
Patricia Mauch	CN Cook	October 13, 2023
Ann Lindsay	CN Cook	October 17, 2023
Joanne Southerland	Paraprofessional	November 04, 2023

