



**Lawton Public Schools Board of Education
Regular Meeting
November 1, 2021 5:00 PM
Shoemaker Center Auditorium
753 NW Fort Sill Blvd**

Lawton, Oklahoma 73507

AGENDA

The Board reserves the right to consider, take up and take action on any agenda item in any order, except as to items 1-3. The Board may discuss, make motions, and vote on all matters appearing on the agenda. Such vote may be to adopt, reject, table, reaffirm, rescind, or to take no action on any item. Any person with a disability who needs special accommodations to attend the Board of Education meeting should notify the Clerk of the Board at least 24 hours, to the extent possible, prior to the scheduled time of the Board meeting. The telephone number is 580-357-6900. At the time and place designated, the Board will consider and act upon the matters set out on the Agenda for this meeting as follows:

1. Call to Order
2. Pledge of Allegiance - Kevin Hime
3. Roll Call to Establish Quorum
4. Special Guests/Special Recognitions - Kevin Hime and Patty Neuwirth
5. Report of the Superintendent
 - 5.a. Excellence in Education
 - 5.b. Superintendent's Announcement(s)
6. Consent Agenda

(The following matters may be approved in their entirety by the Board upon motion made, seconded and passed by a majority vote of the Board members. However, upon request of any Board member, any one or more matters will be removed from the consent agenda and acted upon separately. Contracts are approved subject to review by the District's legal counsel. Any or all of the public record items included within the consent agenda, i.e. minutes to be submitted for approval; purchase orders to be submitted for acceptance; financial report; proposed transfer of funds between activity accounts; and fund-raising event listings, may be examined at the Office of the Clerk of the Board of Education at the Shoemaker Center, 753 Fort Sill Blvd., Lawton, OK. An appointment to review records is requested.)

 - 6.a. Report of the Purchasing Agent/Encumbrance Clerk - Sheila Relf
 - 6.a.1. Approve Purchase Orders
 - General Fund (11) PO Numbers: 1739 - 819
 - Building Fund (21)
 - Municipal Fund (26)

Bond Fund (32)
Bond Fund (33) PO Numbers 64 - 77

- 6.a.2. Approve FY 22 Payroll Encumbrance Purchase Order Numbers 50000 - 52550
- 6.a.3. Contract Information
- 6.a.4. Approval of Change Order(s)
- 6.b. Report of the Clerk - Carla Dewberry-Fulner
 - 6.b.1. Sanctioning Applications
 - 6.b.2. Contracts / Agreements
- 6.c. Approval of the Minutes of the October 14, 2021 Regular Board Meeting.
- 6.d. Item(s) Removed from the Consent Agenda for Separate Action
- 6.e. Approval of the Balance of the Consent Agenda
- 6.f. Approval of Item that was Previously Pulled for Separate Action
7. Proposed Executive Session to Discuss:
 - 7.a. The employing, promoting, or receiving resignation(s) of individual certified and support salaried personnel as listed on the Personnel Reports, Exhibit A and Exhibit B. (Exhibit B includes new potential hires and presented to the board under separate cover).
[Authorized by 25 OKLA.STAT. Section 307 (B)(1) of the Oklahoma Open Meeting Act]
8. Vote to Convene into Executive Session
9. Acknowledge Board's Return to Open Session
10. Executive Session Minutes Compliance Announcement
11. Superintendent's Personnel Report / Items Discussed in Executive Session
 - 11.a. Approval of Superintendent's Personnel Reports, Exhibit A (and Exhibit B that was presented under separate cover)
12. New Business - This refers to any matter not known about or which could not have been reasonably foreseen prior to the time of posting of the agenda. Okla. Stat. tit. 25 Sec. 311(A)(9)
13. The next regular board meeting date is Thursday, November 18, 2021, at 5:00 p.m., in the Shoemaker Center Auditorium.
14. Setting New Board Meeting Dates
15. Board Announcements
16. Adjournment

Time of Posting: 3:30 p.m.

Date of Posting: October 29, 2021

Place of Posting: Foyer of Shoemaker Center, 753 NW Fort Sill Blvd.

Kevin Hime

Posted by: _____
Kevin Hime, Superintendent

Encumbrance Register

Options: Year: 2021-2022, Date Range: 7/1/2021 - 6/30/2022, PO Range: 1739 - 9999, Fund Codes: 11

11	1739	10/12/2021	27720	ROBERT L HINER	SCRAPER MATS/CLE/LVC/LIN	13,398.92
11	1740	10/12/2021	28033	ALLIED 100 LLC	CARDIAC SCIENCE AED LITHIUM BATTERY/ ALL LOCATIONS	711.00
11	1741	10/12/2021	902896	CACHE ROAD GLASS CO INC	FY22 STAND/LABOR TO BUILD PARTITIONS/SHOEMAKER	37,000.00
11	1742	10/12/2021	802277	TRAILING EDGE TECHNOLOGIES INC	REPAIR DIMMER BOARDS/LHS&MHS/ 380	350.00
11	1743	10/12/2021	16345	BEDROCK NURSERY INC	PARTS FOR MHS BASEBALL FIELD REPAIRS/380	1,050.00
11	1744	10/12/2021	923325	BRADYS GLASS LLC	LHS MTLs ONLY 2 WINDOWS/ MAINTENANCE	1,829.13
11	1745	10/12/2021	25528	WAGNER SUPPLY CO INC	VACUUM PARTS/CUSTODIAL/MAINTENACE	2,300.85
11	1746	10/12/2021	16640	STAPLES CONTRACT & COMMERCIAL INC	FY22 STAND/OFFICE SUPPLIES	500.00
11	1747	10/12/2021	15834	LAKESHORE EQUIPMENT COMPANY	PRE-K SUPPLIES	333.94
11	1748	10/12/2021	28033	ALLIED 100 LLC	CPR G5 KITS/ NEW LOCATIONS/ SAFETY	16,807.72
11	1749	10/12/2021	27977	SWOK ALL REGION HONOR CHOIR	ALL STATE AUDITION FEE	500.00
11	1750	10/12/2021	20978	AMERICAN CHORAL DIRECTORS ASSOCIATION	ALL REGION AUDITION FEE	140.00
11	1751	10/12/2021	6688	LOCKE SUPPLY COMPANY	HVAC COMPRESSOR/MAINTENANCE	3,300.00
11	1752	10/12/2021	15834	LAKESHORE EQUIPMENT COMPANY	CLASSROOM SUPPLIES	125.82
11	1753	10/12/2021	18078	TK ELEVATOR CORPORATION	KEYED STOP SWITCH/SHOEMAKER/380	1,500.55
11	1754	10/13/2021	19809	STAPLES CONTRACT & COMMERCIAL INC	FILE DIVIDERS	52.30
11	1755	10/13/2021	28270	OKLA ASSN FOR SUP & CURR DVLPMT	REG/OASCD CONFERENCE - 11/4/21	125.00
11	1756	10/13/2021	28289	NCTE	REGISTRATION - VIRTUAL NCTE - 11/18/21 - 11/21/21	199.00
11	1757	10/13/2021	927865	OKLAHOMA COPIER SOLUTIONS	FY22 STAND/PRINT SHOP-COST PER COPY CHARGE	60,000.00
11	1758	10/13/2021	27180	GALLS PARENT HOLDINGS LLC	SECURITY SERVICES- UNIFORMS/SAFETY	2,005.47
11	1759	10/13/2021	800744	XEROX CORPORATION	FY22 STAND/MAINTENANCE ON PLCKMTC PRO30BKLT	3,216.96
11	1760	10/13/2021	24460	MOORE LADY LIONS SWISH CLUB	ENTRY FEE LHS GIRLB BB 11/7/21	100.00
11	1761	10/13/2021	24460	MOORE LADY LIONS SWISH CLUB	ENTRY FEE MHS GIRLS BB 11/7/21	100.00
11	1762	10/13/2021	19005	AMAZON CAPITAL SERVICES INC	BASEBALL EQUIPMENT SEE ATTACHED	4,563.43
11	1763	10/13/2021	27574	THE SOCCER WALL COMPANY	SOCCER BALLS	370.99
11	1764	10/14/2021	2083	WW GRAINGER INC	METAL DETECTOR/ SECONDARY SCHOOLS/ SECURITY	95,245.71
11	1765	10/14/2021	25528	WAGNER SUPPLY CO INC	RELEASE HANDLE/ CUSTODIAL SUPPLIES/ 380	114.61

Encumbrance Register

Options: Year: 2021-2022, Date Range: 7/1/2021 - 6/30/2022, PO Range: 1739 - 9999, Fund Codes: 11

11	1766	10/14/2021	19005	AMAZON CAPITAL SERVICES INC	SENSORY SUPPLIES	254.51
11	1767	10/14/2021	802649	WALMART STORES EAST LP	INSTRUCTIONAL SUPPLIES- STANDING FY 22	1,500.00
11	1768	10/14/2021	19005	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	70.96
11	1769	10/14/2021	16345	BEDROCK NURSERY INC	RAINBIRD DISPHRAGM KIT	100.00
11	1770	10/14/2021	928292	WARNER BROTHERS SEED COMPANY	RYEGRASS SEED	10,110.00
11	1771	10/14/2021	12683	SHAWNEE PUBLIC SCHOOLS	ENTRY FEE JR HIGH DUALS	375.00
11	1772	10/14/2021	16674	WEATHERFORD PUBLIC SCHOOLS	ENTRY FEE 1/14-15/22	400.00
11	1773	10/14/2021	28010	VARSITY BRANDS HOLDING CO INC	GIRLS BB WARMUPS	1,550.00
11	1774	10/14/2021	27737	CARDINAL'S SPORT CENTER	GIRLS SOCCER UNIFORMS	5,570.00
11	1775	10/14/2021	27737	CARDINAL'S SPORT CENTER	GIRLS BB SUPPLIES LHS	435.00
11	1776	10/14/2021	28293	LEISURE HOSPITALITY INC	RMS MHS VB STATE 10/18-19/21	560.70
11	1777	10/14/2021	802649	WALMART STORES EAST LP	FY22-STANDING-MRS. ARTER- INSTRUCTIONAL SUPPLY	600.00
11	1778	10/14/2021	19005	AMAZON CAPITAL SERVICES INC	VIVOSUN (HYDROPONIC GROW KIT)-MRS ARTER	131.89
11	1779	10/14/2021	19005	AMAZON CAPITAL SERVICES INC	GIRLS PE -GYM -MRS. GILPEN	337.42
11	1780	10/14/2021	19005	AMAZON CAPITAL SERVICES INC	LIT. SUPPORT-KIM HOOPER-MAP SKILLS	392.59
11	1781	10/14/2021	27830	SCHOOL SPECIALTY LLC	ELA -MR. PAUL WILLIAMS - DRY ERASE BOARDS	884.84
11	1782	10/14/2021	19005	AMAZON CAPITAL SERVICES INC	BROADCASTING -ELECTIVES- ELIJAH MORLETT	397.00
11	1783	10/14/2021	19005	AMAZON CAPITAL SERVICES INC	DESKTOP CALCULATOR -MRS. KIMBERLY EPPES -	4,196.94
11	1784	10/15/2021	19005	AMAZON CAPITAL SERVICES INC	TECHNOLOGY ITEMS	618.16
11	1785	10/15/2021	14216	CHICKASHA PUBLIC SCHOOLS	ENTRY FEE 1/21- 22/22/MMS/WRESTLING TOURNY	275.00
11	1786	10/15/2021	19005	AMAZON CAPITAL SERVICES INC	TWO (2) 10-DRAWERS MULTIPURPOSE CART	129.98
11	1787	10/15/2021	25098	UNITED RENTALS NORTH AMERICA	EXCAVATOR & BUCKET/ MAINTENANCE/ 380	28,375.00
11	1788	10/15/2021	19005	AMAZON CAPITAL SERVICES INC	ART- MRS TRACY RIEMER	360.00
11	1789	10/15/2021	925134	SHEFFIELD CONSTRUCTION LLC	LABOR & MATLS REPAIR WALLS SHOEMAKER/ MAINTENANCE	11,911.20
11	1790	10/15/2021	27314	EBSCO INDUSTRIES, INC	LIBRARY AWARE DATABASE	706.00
11	1791	10/15/2021	27830	SCHOOL SPECIALTY LLC	TI-84 PLUS TEACHER PACK & CHARGING STATION	8,743.79
11	1792	10/15/2021	19005	AMAZON CAPITAL SERVICES INC	INSTRUCTIONAL SUPPLIES	204.74
11	1793	10/15/2021	28274	ZOBEAN INC	BEANSTACK READING SUBSCRIPTION	1,100.00
11	1794	10/15/2021	27961	HOBBY LOBBY STORES INC	GT SUPPLIES	30.00
11	1795	10/15/2021	12508	PAR	TESTING SUPPLIES	403.00
11	1796	10/25/2021	298	SOUTHWEST CHEMICAL CO	FY22 STANDING/PARTS AND SUPPLIES	2,500.00
11	1797	10/25/2021	153909	REAGAN E HALL-OUSLEY	OASCD CONF/EDMOND/11/4/21 - TRANSPORTATON/TOLLS	125.55

Encumbrance Register

Options: Year: 2021-2022, Date Range: 7/1/2021 - 6/30/2022, PO Range: 1739 - 9999, Fund Codes: 11

11	1798	10/25/2021	153164	GERARDO E BELLO VAZQUEZ	TRAVEL TO BAND CONTEST	100.00
11	1799	10/25/2021	27243	PROJECT LEAD THE WAY	FLIGHT AND SPACE VIRTUAL CLASS/JANUARY 2022	1,200.00
11	1800	10/25/2021	19005	AMAZON CAPITAL SERVICES INC	CLASSROOM ITEMS	4,000.00
11	1801	10/26/2021	28010	VARSITY BRANDS HOLDING CO INC	SOFTBALL UNIFORMS	4,725.00
11	1802	10/26/2021	27737	CARDINAL'S SPORT CENTER	BASEBALL UNIFORMS	3,775.00
11	1803	10/26/2021	27737	CARDINAL'S SPORT CENTER	GIRLS BASKETBALL EQUIPMENT	2,852.00
11	1804	10/26/2021	27737	CARDINAL'S SPORT CENTER	GIRLS BASKETBALL UNIFORMS	3,364.00
11	1805	10/26/2021	927076	PRO-FEIL MARKETING SOLUTIONS LLC	LETTERING FOR POLICE UNIT	35.00
11	1806	10/26/2021	2188	CED INC	GYM AC MOTOR ELECTRIC SUPPLIES/ 380/ IKE ELEM	625.00
11	1807	10/26/2021	28297	TRANSFINDER CORPORATION	ROUTING SOFTWARE	27,180.00
11	1808	10/27/2021	19005	AMAZON CAPITAL SERVICES INC	INSTRUCTIONAL BOOKS	672.57
11	1809	10/27/2021	905324	ENDEX OF OKLAHOMA INC	DUCT DETECTORS/ LHS/ MAINTENANCE	490.00
11	1810	10/27/2021	2587	ACADEMIC THERAPY PUBLICATIONS	INSTRUCTIONAL BOOKS	1,585.10
11	1811	10/27/2021	12545	GL GROUP INC	INSTRUCTIONAL BOOKS	703.02
11	1812	10/27/2021	19005	AMAZON CAPITAL SERVICES INC	INSTRUCTIONAL BOOKS FOR READING	1,715.74
11	1813	10/27/2021	27972	LAKESHORE EQUIPMENT COMPANY	LITERACY LEARNING STATIONS	1,984.72
11	1814	10/27/2021	19005	AMAZON CAPITAL SERVICES INC	TECHNOLOGY ITEMS	2,060.64
11	1815	10/27/2021	12058	COOPERATIVE COUNCIL FOR OKLAHOMA SCHOOL	TLE TRAINING AND RE-TRAINING/FY22 STAND	7,550.00
11	1816	10/27/2021	151362	DORIS B BIEGLER	EST EXPENSES/OKSTE/OCT 27-28, 2021	414.10
11	1817	10/27/2021	26621	FOOTAGE FIRM INC	STORYBLOCKS USER LICENSES	27,375.00
11	1818	10/28/2021	19691	PETROLEUM MARKETERS EQUIPMENT CO	RESETTING DOWN HOSE	580.32
11	1819	10/28/2021	802750	GREG W COX, INC	FREEDOM FIRE DOORS/MATLS TO INSTALL 4 DOORS	5,400.00

Non-Payroll Total:	\$427,677.88
Payroll Total:	\$0.00
Balance Forward:	\$0.00
Report Total:	\$427,677.88

Encumbrance Register

Options: Year: 2021-2022, Date Range: 7/1/2021 - 6/30/2022, PO Range: 64 - 9999, Fund Codes: 33

33	64	10/12/2021	28264	ANNA WOFFORD	FARM TO TABLE PUMPKINS TO CARVE AND TO MAKE PIE	210.00
33	65	10/12/2021	26981	BILL AND MIKES PHOTO INC	CAMERAS, BATTERY PACK, LENS, ETC.	66,994.50
33	66	10/12/2021	919491	DAVID D JACKSON	FY22 STAND/BAND - BOOKS, REPAIRS, INSTRUMENTS	4,452.49
33	67	10/12/2021	245	PENDER'S MUSIC COM	AUDITION MUSIC PACKS	80.00
33	68	10/12/2021	20978	AMERICAN CHORAL DIRECTORS ASSOCIATION	VOCAL - AUDITION REHEARSAL MATERIALS AND TRACKS	460.00
33	69	10/13/2021	19005	AMAZON CAPITAL SERVICES INC	TAP FUNDS HOME REPAIR CLASS	3,056.40
33	70	10/13/2021	24679	PARTS PRO LLC	FY22 STAND/TAP FUNDS FOR AUTOMOTIVE CLASS	500.00
33	71	10/13/2021	25883	ADVANCE STORES COMPANY INC	FY22 STAND/TAP FUNDS AUTOMOTIVE CLASS	500.00
33	72	10/13/2021	14859	O'REILLY AUTOMOTIVE, INC.	FY22 STAND/TAP FUNDS AUTOMOTIVE CLASS	500.00
33	73	10/27/2021	19005	AMAZON CAPITAL SERVICES INC	MAC TAP	202.03
33	74	10/27/2021	802734	LOWE'S HOME CENTERS INC	TAP FUNDS	1,500.00
33	75	10/27/2021	19005	AMAZON CAPITAL SERVICES INC	FARM TO TABLE	103.41
33	76	10/27/2021	16021	JW PEPPER AND SON INC	REHEARSAL AND PERFORMANCE TRACKS	216.93
33	77	10/27/2021	28283	DUPREE SPORTS EQUIPMENT	BAND T-SHIRTS	750.00

Non-Payroll Total:	\$79,525.76
Payroll Total:	\$0.00
Balance Forward:	\$0.00
Report Total:	\$79,525.76

Lawton Public Schools
Lawton, Oklahoma

Administrative Services Division
Purchasing Department

Payroll Encumbrance Purchase Orders

November 1, 2021

FY22 Payroll Encumbrance Purchase Order Numbers:

PO# 50000 - 52550

Accounting Purchase Order

LAWTON PUBLIC SCHOOLS

2021-2022

2022-11-1807

11 GENERAL FUNDS

10/26/2021

LAWTON PUBLIC SCHOOLS
TRANSPORTATION CENTER
ATTN: JAY HUNT
1101 SW 17TH ST
LAWTON OK 73501

\$27,180.00

10/26/2021

10/26/2021

28297
TRANSFINDER CORPORATION

440 STATE STREET
SCHENECTADY NY 12305

KRISTI LITTLE



ROUTING SOFTWARE

ROUTEFINDER PLUS-TRANSFINDER BROWSER ROUTING
SOFTWARE

1.000	\$27,180.00	\$27,180.00
27,180.00	10/26/2021	795-2740-346-000-0000-000-381



Contract, Software License & Hosting Agreement

Prepared for
Lawton Public Schools
PO Box 1009
Lawton, OK 73502

Prepared on 9/17/2021
by
Matthew Egan

Transfinder
440 State Street
Schenectady, NY 12305
Phone: 800-373-3609
Fax: 518-377-3716

This document is your Transfinder® Software Contract & Software License Agreement. It is a contractual agreement between Transfinder and Lawton Public Schools. It describes your rights and liabilities as they pertain to the use of your Transfinder Software System. To expedite this purchase, sign, fax, and mail this entire agreement, along with a purchase order, to Transfinder.

This contract expires on 10/31/2021, if not signed and accepted.

This is a non-transferable and non-exclusive Contract between Transfinder and Lawton Public Schools (Licensee). This Contract is subject to the specified terms and conditions for use of the program, product, optional features, and related materials. This Contract applies to any enhancements or improvements to which Lawton Public Schools may be entitled. This pursuant to the price terms described below. The provisions of the Contract include:

I. TRANSFINDER SOFTWARE SYSTEM TOTAL COST

Software Modules	Qty	Year 1	Year 2
Routefinder PLUS includes: <ul style="list-style-type: none"> Single User Software License Routing and Scheduling System GIS Map Conversion for Comanche County Tools for route overlap analysis, Stop Sequence Optimization, and Policy Analytics Eligibility Assessment & Walk Zone definition Driver Certification Functionality Field Trip resource tracking, cost calculator, billing, invoicing, & reporting 	1	\$10,595	\$3,350
Additional Routefinder PLUS Licenses	3	\$7,785	\$2,700
Satellite Imagery Service <ul style="list-style-type: none"> Adds a satellite layer to Routefinder 		Included	Included
Attendance Boundary Planning <ul style="list-style-type: none"> Manage School Attendance Boundaries Assess school zone changes for impact on students, grades, and school bus routes		Included	Included
Viewfinder <ul style="list-style-type: none"> Schedule Automated Reports to be emailed to unlimited staff with vital information Browser-based, any device, unlimited users, lookup access for staff (role-based security) View critical data about students, routes, stops, trips, maps, etc.		\$6,600	\$2,200
Infofinder I <ul style="list-style-type: none"> Public web service hosted by Transfinder that enables parents and real estate agents to obtain school, eligibility, and bus stop information. 		\$2,200	\$2,200
Transfinder Hosting Services powered by Amazon Web Services (AWS) <ul style="list-style-type: none"> Hosting includes database server, application servers, storage, and data maintenance Hosting Service is due with initial purchase and is included in the future Hosting Service 		Included	Included
Transfinder Software Promotional Pricing		\$27,180	\$10,450
Implementation, Training and Professional Services			
Project Management <ul style="list-style-type: none"> Dedicated Project Manager assigned through Project Completion Manages Transfinder resources to meet Licensee's goals Project Manager will assist through 1st fall opening 		Included	
Data Management <ul style="list-style-type: none"> Data Engineer will create a custom import process for automating data updates with the Student Information System GIS Engineer will review available County GIS data with Licensee and convert GIS data for use in software 		Included	
Online Training <ul style="list-style-type: none"> Online Training timeframe begins on first completed training date Dedicated Trainer conducts Weekly Online Sessions Trainings conducted with Customer's Maps and Student Data 	12 Months	Included	
Technical Support & Software Updates <ul style="list-style-type: none"> Unlimited Online Technical Support Software updates and upgrades Access to Transfinder Community client resources portal for documentation, training videos, webinars, and report library 		Included	Included

TRANSFINDER SOFTWARE, TRAINING, PROFESSIONAL SERVICES AND HOSTING SERVICES TOTAL			
<u>INITIAL SYSTEM COST:</u> <input type="checkbox"/> <u> </u> x <u> JRH </u> Initial here		\$27,180	
<u>ANNUAL SERVICE FEE FOR SUPPORT AND SOFTWARE HOSTING SERVICES:</u> <input type="checkbox"/> <u> </u> x <u> JRH </u> Initial here This fee is due upon the anniversary date of the initial software activation.		Included	\$10,450

Change Order Listing

Options: Fund: GENERAL FUNDS, Year: 2021-2022, ReferenceDate: PO Date, Date Range: 10/11/2021 - 6/30/2022,
Minimum Amount Change: \$200.00, Include Negative Changes: False

13	07/01/2021	25796	LOCKE SUPPLY CO	PARTS & SUPPLIES/FY22 STAND	4,500.00
28	07/01/2021	8094	A-1 APPLIANCE COMPANY	PARTS & SUPPLIES/FY22 STAND	1,500.00
1361	08/31/2021	28040	OK SOCIETY FOR TECH IN EDU	MEMBERSHIP /CONFERENCE	350.00
1433	09/10/2021	18272	B & H FOTO & ELECTRONICS CORP	NEW NDI HX-PTZ2 1080P CAMERA	1,896.48
Non-Payroll Total:					\$9,071.71
Report Total:					\$9,071.71

Change Order Listing

Options: Fund: BOND FUND (2017), Year: 2021-2022, ReferenceDate: PO Date, Date Range: 10/14/2021 - 6/30/2022,
Minimum Amount Change: \$200.00, Include Negative Changes: False

63	10/12/2021	919491	DAVID D JACKSON	FY22 STAND/INSTRUMENTS FOR BAND	200.00
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Non-Payroll Total:	<u>\$200.00</u>
Payroll Total:	<u>\$0.00</u>
Report Total:	<u><u>\$200.00</u></u>

APPLICATION FOR SANCTIONING OF PARENT ORGANIZATIONS AND BOOSTER CLUBS

Organization Name CMS PTO EIN # 83-3303290

Organization's Bank Name Ft. Sill National Bank Bank Account # 309148

Faculty Sponsor's Name Larissa Krusinsky Phone: 580-355-8544 / 580-678-5271 E-mail: LKrusinsky@lawtonps.org

Officer's Name	PRESIDENT	VICE PRESIDENT	TREASURER	SECRETARY
Name (Print):	<u>Taylor Brock</u>	<u>Brenda Kulem</u>	<u>Nicole Bennington</u>	<u>Erica Lee</u>
Address:	<u>1921 NW Oak Lawton</u>	<u>13102 Poesche Ln Lawton</u>	<u>13107 Porschen Ln Elgin</u>	<u>3887B Johnson Rd. Ft. Sill, OK 73503</u>
Phone:	<u>918 955 4227</u>	<u>269 569 4498</u>	<u>269 569 5275</u>	<u>(915) 549-1847</u>
Term Expiration:	<u>06-20-22</u>	<u>6-20-22</u>	<u>6/2022</u>	<u>6-20-22</u>

Describe how the organization officers are appointed or elected: majority of votes by members

Are dues or fees required to be a member of the organization: Yes No

Explain what amount and what the fees and dues cover: \$6.00 membership

Circle One: PTA / Booster

Describe Purpose and Goals of the Organization: raise money for the school

Estimated List of Material / Monetary Contributions: at school donate supplies and meet needs

Estimated List of Expenses: memberships and fundraisers

Principal's Recommendation: Approved Denied

Signature of Principal [Signature] Date 9/16/22

Signature of Organization's Officer [Signature] Date 9/16/22

Please attach a copy of the Organization's Standing Rules, By-Laws, Financial Responsibility, Training Verification, Audit Procedure Check List & Audit Report to this Application and submit to Principal.

PROBATION _____ / _____
Finance Dept. Initial Date

Signature of Clerk of the Board _____ Date _____

APPROVED TLH / 10-B-21
Finance Dept. Initial Date

Signature of Clerk of the Board _____ Date _____

DENIED _____ / _____
Finance Dept. Initial Date

Signature of Clerk of the Board _____ Date _____

WHITE: Finance Office
YELLOW: Organization
PINK: Principal

Reapplication for sanctioning is required annually

APPLICATION FOR SANCTIONING OF PARENT ORGANIZATIONS AND BOOSTER CLUBS

Organization Name EMS Viking Voices Booster Club EIN # 85-3452640
 Organization's Bank Name Arrest Bank Account # 35104926
 Faculty Sponsor's Name Sahana Littig-Albin Phone: 580.917-2005 E-mail: slittigalbin@lawtonps.org
 Officer's Name: Treasurer ~~PRESIDENT~~ ~~VIC~~ **PRESIDENT** **TREASURER** **SECRETARY**
 Name (Print): Amanda Hale Tracy Weeks Emily Stiver
 Address: 4024 A NW Craven Lawton, OK 73505 7611 NW Kingsbury Lawton, OK 73505
 Phone: 580.581.1894 580.678.4378
 Term Expiration: 6.30.21 6.30.21 6.30.21

Describe how the organization officers are appointed or elected any parent/guardian of choir student may volunteer/serve! Choir director appointment unless multiple volunteers, then a vote will take place

Are dues or fees required to be a member of the organization: Yes No

Explain what amount and what the fees and dues cover \$5 per member to support + promote many activities of the choir department and its students

Circle One: PTA / **Booster**

Describe Purpose and Goals of the Organization Support + promote many activities + programs out EMS choir dept. To develop + implement fundraising opportunities that benefit all choir students

Estimated List of Material / Monetary Contributions Fundraisers \$500, membership \$100

Estimated List of Expenses Regional: State Choir \$500, misc. materials

Principal's Recommendation: Approved Denied

Signature of Principal Beverly Walling Date 8-9-21
 Signature of Organization's Officer Amanda Hale Date 8-9-21

Please attach a copy of the Organization's Standing Rules, By-Laws, Financial Responsibility, Training Verification, Audit Procedure Check List & Audit Report to this Application and submit to Principal.

PROBATION _____ / _____
 Finance Dept. Initial _____ Date _____
 Signature of Clerk of the Board _____ / _____
 Date _____

APPROVED TUH / 10/15/21
 Finance Dept. Initial _____ Date _____
 Signature of Clerk of the Board _____ / _____
 Date _____

DENIED _____ / _____
 Finance Dept. Initial _____ Date _____
 Signature of Clerk of the Board _____ / _____
 Date _____

WHITE: Finance Office
 YELLOW: Organization
 PINK: Principal

Reapplication for sanctioning is required annually

ESS South Central, LLC

SUBSTITUTE STAFF PLACEMENT AGREEMENT

This is an Agreement, entered into as of November 2, 2021, by and between **ESS South Central, LLC** (the "Company") located at 1 Centre 1 N #200, Paragould, AR 72450 and the **Lawton Public Schools** located at 753 NW Fort Sill Blvd Lawton, OK 73502 (hereinafter referred to as "LEA" for Local Education Agency).

Background

The Company is in the business of providing substitute teachers for LEAs, as well as other related staffing services. The LEA desires to engage the services of the Company on the terms and conditions set forth in this Agreement.

NOW THEREFORE, intending to be legally bound and acknowledging the receipt of adequate consideration, the parties hereby agree as follows:

1. Provision of Substitute Staff. The Company shall be the exclusive provider of substitute teachers and other staff listed in Exhibit "A" (**hereinafter "Substitute Staff"**) to fill positions at the request of the LEA on an as-needed basis, using such request mechanism(s), policies and procedures as may be established by the Company from time to time. The Company makes no guarantee that it will be able to fill all requests made by the LEA.

1.1 The LEA agrees that the Company shall be the exclusive contract provider of Substitute Staff to the LEA. All or any placement of Substitute Staff shall be made pursuant to this Agreement and the processes and procedures established by the Company, be paid by the Company, and be invoiced back to the LEA by Company.

1.2 The LEA will provide a list of staff who the LEA has employed prior to the Agreement and whom the LEA desires to remain in the pool of Substitute Staff assigned by the Company to the LEA. The LEA shall provide a written list of such personnel and may update said list, by written addition or deletion of all changes, as appropriate. If the LEA was serviced by another vendor prior to this Agreement, the LEA will also make a good faith effort to produce a list of staff who provided services through this vendor. Subject to the interview, training, background checks and certification requirements included elsewhere in the Agreement, and normal employee responsibilities attendant to employment, the Company will accept such persons for assignment to the LEA. However, as part of the transition process, the LEA certifies that the aforementioned former Substitute Staff of the LEA meet the state requirements to serve as Substitute Staff (ex. Criminal history, TB Test) for the first 90 days after Company begins services, unless Company is otherwise notified by LEA. The LEA acknowledges that the Substitute Staff will be ineligible to accept substitute assignments after said 90 day period if they are determined to be non-compliant with the laws governing educational employees in the State, which shall be Company's responsibility to determine pursuant to the terms of the Agreement. LEA further agrees to forward to Company any report of criminal activity regarding these Substitute Staff from local, state or federal law enforcement or other governmental authorities.

2. Treatment of Substitute Staff as Employees of the Company All Substitute Staff provided by the Company will be treated by the LEA as employees of the Company, and not as employees of the LEA, for all purposes, including but not limited to Federal and State income tax purposes. Without limiting the preceding sentence:

2.1 The Company shall maintain all necessary personnel and payroll records for the Substitute Staff;

2.2 The LEA shall not be responsible for the payment of the wages and fringe benefits (if any) of the Substitute Staff; the Company shall withhold applicable taxes from the wages of the Substitute Staff, and shall be responsible for any payroll tax liabilities of an “employer” with respect to the Substitute Staff;

2.3 The Company shall provide applicable workers’ compensation insurance coverage for the Substitute Staff in such amounts as may be required by law; and

2.4 Substitute Staff shall not be eligible for tenure with the LEA or be entitled to participate in any of the LEA’s employee benefit plans, including pension, 403(b), profit sharing, retirement, deferred compensation, welfare, insurance, disability, bonus, vacation pay, severance pay and other similar plans, programs and agreements, whether or not reduced to writing.

2.5. In order to provide certain Substitute Staff who are obtaining the required initial or renewal State certifications, depending upon state requirements, the LEA recognizes that it may be required to execute certificate/permit/license applications and other related documents, such as a criminal history request as a representative of or on behalf of the Company. If necessary, the LEA designates the Company as its designee to submit a Substitute Staff’s credentials to the county or state department of education office to obtain the Substitute Staff certifications. The LEA recognizes that it may be required to execute certain documents to allow the Company to perform its function as its designee. In such instances, the LEA is not responsible for any of the obligations of the Company as the employer included in this Paragraph 2.

3. The Company’s Obligations

3.1 The Company will act in good faith to provide Substitute Staff who, if needed or applicable, (a) hold a current license and certification for the positions requested by the LEA, (b) have had a completed criminal history and child abuse background check as required by law and/or the applicable Department of Education, (c) have appropriate health screenings, inoculations and tuberculosis testing as required by the state and (d) who shall render services in accordance with applicable laws and procedures of the state and this Agreement.

3.2 In selecting Substitute Staff, the Company shall apply such screening and evaluation criteria as it may determine in its sole discretion and as may be required by the applicable law of the jurisdiction in which the services of Substitute Staff will be performed. The Company will conduct any additional screening that may be mutually agreed by the Company and the LEA, with an appropriate increase in the Company’s fees to be agreed to in advance, in

writing by the LEA.

3.3 The Company seeks to provide Substitute Staff that are trained for the requested positions. The Company will provide Substitute Staff training as required by the State, including as applicable, classroom management, general rules and procedures applicable to the position, and other pertinent matters prior to any assignment of said Substitute Staff. For existing LEA staff, the Company shall provide training as requested by the LEA for a fee equal to the Company's actual cost.

3.4 The Company expects that the Substitute Staff assigned to the LEA will perform their services satisfactorily. If the LEA notifies the Company via the company electronic portal that a Substitute Staff has not performed satisfactorily within the reasonable discretion of the LEA, along with the clear reasons therefor, the Company will honor the LEA's request not to assign specific Substitute Staff. This section will in no way affect the right of Company, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees. The LEA understands that declining the services of a specific Substitute Staff may result in the Company's inability to secure an acceptable alternate if timely notice of the request is not provided.

4. The LEA's Obligations. In connection with Substitute Staff provided by the Company pursuant to this Agreement, the LEA shall:

4.1 Provide information to the Substitute Staff as needed to allow the Substitute Staff to fully understand the duties and responsibilities of the placement and promptly report to Company any suspicious, unusual, inappropriate behavior or unsatisfactory performance;

4.2 Provide a safe and suitable workplace that complies with all applicable governmental safety and health standards, statutes, and regulations;

4.3 Provide Substitute Staff with (i) adequate information, training, and safety equipment with respect to hazardous substances and any inherent dangers of the workplace (including known violent students, as allowed by applicable law), (ii) emergency procedures, and (iii) school rules and protocols, policies and procedures regarding student disciplinary actions, and confidentiality of student records. Further, the LEA will provide all Substitute Staff with any training appropriate to the needs, duties, responsibilities or knowledge unique to the LEA or otherwise different than would generally be appropriate in other LEAs.

4.4 Not assign Substitute Staff to assignments which (i) have sole custody of a single student for an extended period without LEA oversight, (ii) have sole responsibility for more than one classroom of students at a time, (iii) administer or maintain custody of any student medications, (iv) have custody of cash, negotiable valuables, merchandise, credit cards, check writing materials, keys or similar property, except for student lunch money that may be collected in the normal course of business, (v) use any vehicle on behalf of the LEA; (vi) work more than eight (8) hours in a day or more than forty (40) hour per week without notice to Company;

4.5 Assign Substitute Staff only to tasks for which they have been requested, unless written consent has been given by the Company. Heavy labor, lifting, or physical activity is

prohibited unless required and accepted in the job description.

4.6 Not assign Substitute Staff to travel or perform duties off the normal school premises of the LEA except for class trips which are supervised by an LEA teacher;

4.7 If Substitute Staff is assigned duties in connection with the LEA's computer systems, maintain appropriate password security and backup copies of all data;

4.8 Maintain appropriate written internal control policies and procedures to ensure the confidentiality of all student records and appropriately limit the access of Substitute Staff to such records;

4.9 Not promise any Substitute Staff an increased rate of compensation;

4.10 Comply with any reasonable restrictions imposed by the Company on the responsibilities to be assigned to any Substitute Staff;

4.11 Approve and sign paper or electronic forms supplied by the Company documenting the amount of time worked by Substitute Staff or, if representatives of the LEA are not available to approve and sign such forms, authorize such forms to be executed by representatives of the Company on behalf of the LEA;

4.12 Be responsible for keeping the Company promptly informed by email (if available) of all Substitute Staff on-site changes and any changes in the LEA or building supervisory contact information;

4.13 Comply with all Company policies and procedures to accurately invoice the LEA, process the daily record keeping and other tasks necessary for the Company to administer and track Substitute Staff, including but not limited to, sign in and out procedures and related records;

4.14 The LEA shall be solely responsible to control staff absences and any budgetary impact resulting therefrom;

4.15 LEA represents that its actions under this Agreement do not violate its obligations under any agreement that LEA has with any labor union;

4.16 LEA shall cooperate with Company with respect to Company's recruiting efforts and activities, including but not limited to, (i) promptly sharing applications for LEA positions with Company; (ii) adding a link on the front page and employment page of the LEA's website to Company's website, and (iii) reasonably assisting Company with advertising positions on LEA social media accounts;

4.17 If allowable by state procurement law, other LEAs may utilize this Agreement if mutually agreeable to Company.

4.18 LEA shall cooperate and coordinate with Company with respect to Company's development and installation of Company's information technology (IT) systems for the LEA.

The LEA understands that failure to cooperate in this regard may lead to a delay in services.

4.19 In the event of a complaint concerning Substitute Staff, LEA shall provide Company with a written incident report. Company and LEA agree to cooperate, exchange information, and reasonably permit each other's involvement in any investigatory activities or proceedings to the extent allowable by law.

5. Indemnification and Limitations of Liability.

5.1 **Indemnification of the LEA by the Company.** The Company shall indemnify and hold the LEA's Board, and its agents, employees and Board members harmless from and against all claims or losses incurred, including reasonable attorney's fees, that are proximately caused by the acts or omissions of the Company, Substitute Staff, or other employees or authorized agents of the Company, or by the Company's breach of this Agreement, except that such indemnification shall not apply to any claims or losses for which the Company is entitled to indemnification by the LEA. In addition, the Company's indemnification for any and all claims here under this Agreement shall be expressly limited to the extent of insurance coverage that is paid to the Company for such claims, if any, under the Company's insurance policies required under this Agreement.

5.2 **Indemnification of the Company by the LEA.** The LEA shall indemnify and hold the Company harmless from and against all claims or losses incurred by the Company, including reasonable attorney's fees, (i) that are proximately caused by the acts or omissions of the LEA or its employees or authorized agents, or by the LEA's breach of this Agreement; or (ii) arise from any injury to Substitute Staff or other persons on the premises of the LEA or while performing services on behalf of the LEA and not caused by the acts or omissions of the Company, Substitute Staff, or other employees or authorized agents of the Company.

5.3 **Notification; Right to Defend.** A party incurring any claim or loss for which indemnification may be provided pursuant to this section 5 shall promptly notify the other party in writing. The recipient of such notice may, at its own cost and expense, thereupon assume the defense of any third party claim using counsel reasonably satisfactory to the notifying party.

5.4 **Limitation of Damages.** Under no circumstances shall the Company be liable for special, indirect, consequential, punitive, expectancy, lost profit or goodwill damages, or for damages caused by the unsatisfactory performance of Substitute Staff that does not result in a finally adjudicated claim of damages against the LEA brought by a third party.

5.5 **Complete Agreement.** The parties agree that this section 5 sets forth their complete agreement with respect to any possible indemnification claim, and waive their right to assert any common-law indemnification or contribution claim against the other.

6. Fees and Payment.

6.1 **The Company's Pricing Plan,** attached hereto as Exhibit A and made a part of this Agreement, is accepted by the LEA. The Company shall submit to the LEA a standard weekly invoice showing in reasonable detail the services provided. For hourly positions, LEA

shall pay for all time actually worked by Substitute Staff, not scheduled time. Company will comply with any federal, state or local laws, if any, requiring paid leave. If federal, state or local laws require paid leave, LEA will reimburse Company for paid leave days taken by Company staff for a district assignment per the service rate set forth in the pricing exhibit.

6.2 Advance Payment. [Intentionally Omitted].

6.3 Changes to Pricing Plan. In the event that the LEA requests to increase the established pay rate for Substitute Staff from that specifically listed on Exhibit A, or if the LEA requests to establish a new Substitute Staff classification or new pay rate to be paid to some or all of the Substitute Staff not identified on Exhibit A (e.g., for improved recruitment, retention or for other reasons), the billing rate to the LEA shall be determined by using the markup used on Exhibit A. The LEA shall provide the Company fourteen (14) days prior written notice of its request to change an existing pay rate or establish a new Substitute Staff classification and pay rate.

The Company may change the Pricing Plan contained on Exhibit A in the event that government (local, state or federal) mandated labor costs, including but not limited to, employee healthcare or family leave benefits, minimum wage, payroll taxes, or workers compensation rates, which are required by law, regulation or mandate are enacted, implemented, become effective or are increased after the date of this Agreement. The Pricing Plan shall be adjusted as of the effective date of the law, regulation or mandate to reflect the actual cost increase to the Company reasonably calculated on a direct or pro rata basis. For multi-year Agreements or whenever this Agreement is extended, the Pricing Plan will be modified to reflect a cost of living adjustment equal to the lesser of 3% or the applicable consumer price index rate for the LEA for the twelve months preceding the most recent quarterly rate.

6.4 Affordable Care Act. The Patient Protection and Affordable Care Act (“ACA”) became effective January 1, 2014. The ACA has a look back period that determines Substitute Staff eligibility for healthcare insurance coverage that shall begin on the beginning of this Agreement.

The Company normally hires Substitute Staff as part time employees who will work on average less than 30 hours per week such that they are not eligible for healthcare benefits under the ACA. However, should the LEA in its discretion employ Substitute Staff to work directly for LEA in addition to the hours worked for Company (example: after school program director or coach), and the combined work hours of the Substitute Staff cause the Substitute Staff to be deemed eligible to receive healthcare benefits under the ACA, the LEA agrees to reimburse the Company’s cost of providing the minimum plan healthcare insurance coverage under the ACA.

6.5 Use or Employment of Substitute Staff by the LEA Directly. Company maintains the right to manage the schedule of its employees. Accordingly, if the LEA engages the services of any Substitute Staff other than through the Company on a per-diem, hourly or other basis, whether for services covered in this Agreement or otherwise, the LEA shall promptly notify the Company in writing and provide all information as the Company may reasonably request. Furthermore, if LEA hires Substitute Staff for services which are provided by Company in accordance with this Agreement, for the lesser of the period for which such Company

employee is engaged or the term of this Agreement, the LEA shall calculate and pay to the Company any amounts due by using the daily or hourly markup used on Exhibit A. Failure of the LEA to promptly notify the Company that it has employed Substitute Staff may result in the Company continuing to pay wages to the Substitute Staff for assignments which are not worked. In such event, the LEA shall be liable to Company for all costs, including wages paid to the Substitute Staff, lost markup, and reasonable collection costs.

If LEA hires Substitute Staff as a full-time employee of the LEA during the term of this Agreement, LEA shall pay to Company the sum of \$1,500.00. This payment is to reimburse Company for recruitment expenses and lost revenue. This fee shall not be due if the Substitute Staff was a "district original", i.e. previously working for the LEA at the start of this Agreement, or if the Substitute Staff has worked sixty (60) or more days of assignments as Substitute Staff for the LEA.

6.6 Non-Solicitation of Company Corporate Staff. LEA agrees that during the term of this Agreement and for a period of 12 months after the termination of the Agreement, without obtaining the prior written consent of the Company, neither the LEA nor any of its affiliates shall directly or indirectly, for itself or on behalf of another person or entity solicit for employment or otherwise induce, influence or encourage to terminate employment with the Company or employ or engage as an independent contractor any corporate employee of the Company (i.e. employee working for Company in a role other than as "Substitute Staff") with whom the LEA had contact or who became known to the LEA in connection with this Agreement. For the purposes of this section, "Company" also includes Source 4 Solutions LLC.

6.7 Payment. The LEA shall pay the Company (ESS) upon receipt of invoice via an ACH Debit initiated by Company. If the LEA is unable to provide an ACH initiated by Company, the LEA can elect to provide an ACH or wire transfer. Payment not received within fifteen (15) business days after receipt of invoice will be subject to a \$25.00 late fee and 1% per month service charge. Any dispute of billing must be communicated to Company within 10 days of receipt of invoice. Any adjustments less than 10% of the invoice will not delay payment and will be applied to the following invoice. LEA shall be liable for all of the Company's reasonable costs of collection, including reasonable attorneys' fees.

6.8 Sales and Use Tax. The LEA represents that it is currently exempt from any sales and use taxes or similar governmental charges or value added tax imposed with respect to the services provided by the Company. If any such taxes or charges are otherwise due or are imposed or become due, they will be the responsibility of the LEA.

7. Term. The term of this Agreement shall begin on November 2, 2021 and shall remain in effect through June 30, 2022. Thereafter, the Agreement shall automatically renew on a yearly basis after the term unless either party provides written notice of termination at least ninety (90) days prior to the end of the fiscal school year. Notwithstanding the preceding sentence, either party may terminate this Agreement if (i) the other party breaches a material provision of this Agreement and such breach is not cured within 30 days following written notice or (ii) in the case of a breach that by the terms of the breach cannot be cured within 30 days, the breaching party has not instituted measures to cure such breach within 10 days and fully cured such breach within 90 days. Further, the Company has the right to terminate this Agreement should any

student or LEA employee physically or verbally assault or injure a Company's employee, and the LEA does not respond to the incident to the Company's satisfaction. In the event either party terminates this Agreement, the LEA shall pay all amounts due under the terms of this Agreement to the Company for services provided through the date of termination.

8. Insurance Coverage. Each party shall, at its own cost and expense, maintain insurance coverage reasonably appropriate for the activities it conducts and the risks it assumes. The insurance coverage maintained by the Company shall include:

8.1 Workers' compensation coverage of such types and in such amounts as may be required by the laws of the jurisdiction in which the services of Substitute Staff are performed;

8.2 Commercial general liability coverage, including personal injury, blanket contractual liability, and broad form property damage, with a \$2,000,000 combined single limit per occurrence;

8.3 Umbrella coverage with a \$1,000,000 combined single limit per occurrence.

9. Confidentiality & Non-Disparagement. During the course of the business relationship, each party may be given access to proprietary or confidential information of the other, including, but not limited to, pricing policies, the identity and social security numbers of employees, and business policies and systems ("Confidential Information"). Each party shall hold Confidential Information of the other party in confidence, treating such Confidential Information with no less care than it treats its own, and shall not disclose such Confidential Information to any third party or use such Confidential Information for any purpose other than as contemplated by this Agreement. Upon termination of this Agreement, or sooner if requested by either party, each party shall return all Confidential Information of the other party in its possession, without retaining copies of such Confidential Information. This section shall not apply to information (i) that is in the public domain, or (ii) required to be disclosed by law or legal process.

At no time during or after the term of this Agreement and for a period of two (2) years thereafter shall either party directly or indirectly disparage the commercial business, professional or financial, as the case may be, reputation of the other party or any of their employees, management, owners or officers.

10. Absentee Management System; Data and Intellectual Property. To provide Substitute Staff, Company may utilize its own or the LEA's absentee management system (hereinafter "System") as it is agreed between the parties. Under either method, the Company owns all employee and absence management information data related to Substitute Staff. If the Company utilizes the LEA's System, the LEA shall allow and authorize the Company full access to the System (sometimes referred to as "Super User" status) throughout the term of the Agreement and for thirty days after termination. In the event this Agreement is terminated, Company shall have thirty (30) days to remove Company data from the System. All Company data, intellectual property, including processes, procedures and knowhow, trademarks and copyrights, are and

shall remain the sole property of the Company.

11. Miscellaneous

11.1 Amendments; Waivers. This Agreement may be amended as agreed between the parties. No amendment, modification, or waiver of any provision of this Agreement shall be binding unless in writing and signed by the party against whom the operation of such amendment, modification, or waiver is sought to be enforced. No delay in the exercise of any right shall be deemed a waiver thereof, nor shall the waiver of a right or remedy in a particular instance constitute a waiver of such right or remedy generally.

11.2 Notices. Any notice or document required or permitted to be given under this Agreement shall be deemed to be given on the date such notice is (i) deposited in the United States mail, postage prepaid, certified mail, return receipt requested, (ii) deposited with a commercial overnight delivery service with delivery fees paid, or (iii) transmitted by facsimile or electronic mail with transmission acknowledgment, to the principal business address of the recipient or such other address or addresses as the parties may designate from time to time by notice satisfactory under this section. A copy of any notice to the Company shall be sent to the attention of the Company's president at the regular business address of the Company.

11.3 Governing Law. This Agreement shall be governed by the internal laws of the LEA's state without giving effect to the principles of conflicts of laws. Each party hereby consents to the personal jurisdiction of the federal or state courts located in LEA's County, and agrees that all disputes arising from this Agreement shall be prosecuted in such courts. Each party hereby agrees that any such court shall have in personam jurisdiction over such party and consents to service of process by notice sent by regular mail to the address set forth above and/or by any means authorized by the law of the LEA's state.

11.4 Language Construction. The language of this Agreement shall be construed in accordance with its fair meaning and not for or against any party. The parties acknowledge that each party and its counsel have reviewed and had the opportunity to participate in the drafting of this Agreement and, accordingly, that the rule of construction that would resolve ambiguities in favor of non-drafting parties shall not apply to the interpretation of this Agreement.

11.5 Payment of Fees. In the event of a dispute arising under this Agreement finally resolved through litigation or alternate dispute resolution, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

11.6 Force Majeure. Neither party shall be responsible for delays or failure to perform caused by acts of God (including fire, flood, storm, or other natural disturbances), war, civil war, riot, epidemic, acts of foreign enemies, terrorist activities, government sanction, strikes or other labor disputes (it being specifically understood that the existence of any picket line by a collective bargaining unit shall be considered as within this definition of force majeure), interruption or failure of electric, telephone or similar service or other causes beyond such party's control.

11.7 Signature in Counterparts. This Agreement may be signed in counterparts, each of

which shall be deemed to be a fully-executed original.

11.8 Signature by Facsimile. An original signature transmitted by facsimile shall be deemed to be original for purposes of this Agreement.

11.9 Assignment. No party to this Agreement shall assign its rights or duties hereunder, without the prior written consent of the other parties, except that the Company may assign its rights and duties in connection with a sale or other disposition of all or substantially all of its business and may assign e-learning solutions for distance instruction to Proximity Learning, Inc., an ESS company.

11.10 No Third Party Beneficiaries. Except as otherwise specifically provided in this Agreement, this Agreement is made for the sole benefit of the parties. No other persons shall have any rights or remedies by reason of this Agreement against any of the parties or shall be considered to be third party beneficiaries of this Agreement in any way.

11.11 Binding Effect. This Agreement shall inure to the benefit of the respective heirs, legal representatives and permitted assigns of each party, and shall be binding upon the heirs, legal representatives, successors and assigns of each party.

11.12 Titles and Captions. All article, section and paragraph titles and captions contained in this Agreement are for convenience only and are not deemed a part of the context hereof.

11.13 Pronouns and Plurals. All pronouns and any variations thereof are deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require.

11.14 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior discussions, agreements, understandings and negotiations. The LEA and Company agree that in the event that any provision of this Agreement shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid any other provision of this Agreement.

[INTENTIONALLY LEFT BLANK; SIGNATURES ON FOLLOWING PAGE]

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

ESS South Central, LLC

By _____
Steve Gritzuk, Chief Operating Officer

Date _____

Lawton Public Schools

By _____
Patty Neuwirth, President, Lawton Board of
Education

Kevin Hime, Superintendent

Date _____

EXHIBIT A

PRICING PAID BY THE LOCAL EDUCATION AGENCY TO COMPANY

<u>Position</u>	<u>Pay Rate</u>	<u>Company Bill Rate</u>
Substitute Teacher - Full Day - Non-Certified	\$65.00	\$87.26
Substitute Teacher - Full Day - Certified out of state	\$80.00	\$107.40
Substitute Teacher - Full Day - Certified in state	\$100.00	\$134.25
Substitute Teacher - Half Day - Non-Certified	\$32.50	\$43.63
Substitute Teacher - Half Day - Certified out of state	\$40.00	\$53.70
Substitute Teacher - Half Day - Certified in state	\$50.00	\$67.13
Substitute Teacher - Special Education - Certified - Long-Term*	\$135.00	\$181.24
Substitute Teacher - Special Education - Non-Certified - Long-Term*	\$100.00	\$134.25
Educational Assistants - hourly	\$9.71	\$13.04

*Long-Term is defined as 10 or more days in a consecutive assignment. The pay rate is applied retroactively starting at Day #1

Note 1: Company will provide a \$1,000 annual scholarship donation to LEA during our partnership.



**Minutes of the Lawton Public Schools Board of
Education Regular Meeting
Held on Thursday, October 14, 2021**

The Board of Education of Independent School District I-8, Comanche County, Oklahoma, met on Thursday, October 14, 2021 at 5:00 PM in the Shoemaker Center Auditorium, 753 NW Fort Sill Blvd, Lawton, Oklahoma.

CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL

Patty Neuwirth, President, called the meeting to order. Superintendent Kevin Hime led the flag salute. Roll call indicated the following board members were present:

Mary Bradley:	Present
Carla Clodfelter:	Present
Patty Neuwirth:	Present
Zeldon Rice:	Present
Mark Scott:	Absent for roll call / arrived at 5:10 p.m.
Col. Rhett Taylor:	Present
Mark Scott:	Present
Col. Rhett Taylor:	Absent

SPECIAL GUESTS/SPECIAL RECOGNITIONS - KEVIN HIME AND PATTY NEUWIRTH

There were no special guests

REPORT OF THE SUPERINTENDENT

Excellence in Education: Jennifer Cruz, Principal, and J.R. Hoyt, Assistant Principal at Ridgecrest discussed some changes being made at Ridgecrest, including implementing Positive Behavior Intervention and Supports (PBIS). They shared their behavior matrix and discussed how they are encouraging students to exhibit HAWK behavior by being Honest, Accountable, Wise, and Kind. They also shared the Golden Wings incentive program where students can earn a Golden Wing certificate for going above and beyond in and out of the classroom. Each month, students are celebrated in the office by receiving a trinket from the treasure box, then a name is drawn from all of the students who received Golden Wings to reward their entire class.

Information Item: Business Operations and Educational Services Departmental Updates
Updated reports from Business Operations and Educational Services were provided to the board, sharing both recent and pending activities in their departments ensuring the board members stay informed about the district functions and initiatives.

Information Item: The Fall 2021 ACT College Readiness and Remediation Report was provided for board members to review.

Information Item: The Fall 2021 Cohort Dropout Report was provided for board members to review.

Information Item: The 2020-2021 OSTP Test Results were provided for board members to review.

Action Item: Discussion and vote to approve or not approve the settlement agreement with Lauren Renneker.

Move to approve passed with a motion by Carla Clodfelter and a second by Zeldon Rice.

Carla Clodfelter: Yes

Mark Scott: No Vote

Mary Bradley: Yes

Patty Neuwirth: Yes

Zeldon Rice: Yes

Action Item: Approval of the Board of Education Meeting Dates for 2022

Move to approve passed with a motion by Carla Clodfelter and a second by Mary Bradley.

Carla Clodfelter: Yes

Mark Scott: No Vote

Mary Bradley: Yes

Patty Neuwirth: Yes

Zeldon Rice: Yes

SUPERINTENDENT'S ANNOUNCEMENT(S)

Information Item: A rough draft of the 2022-2023 Instructional Calendar was provided to the board members. Mr. Hime reminded the board members this is a working draft.

CONSENT AGENDA

Report of the Purchasing Agent/Encumbrance Clerk - Sheila Relf

Action Item: Approve Purchase Orders

General Fund (11) #'s 1551-1738

Bond Fund (32) #'s 23-26

Bond Fund (33) #'s 45-63

Action Item: Payroll Encumbrance Purchase Order Numbers

Action Item: Change Orders

Information Item: Report of the Chief Financial Officer - Lance Gibbs present the Treasurer's Report for the Month of July and August 2021

Report of the Clerk - Carla Dewberry-Fulner

Action Item: Approval of Board of Education Election packet for Board Seat #2.

Action Item: Sanctioning FY22

Action Item: Approval of the Minutes of the September 23, 2021 Regular Board Meeting

Item(s) Removed from the Consent Agenda for Separate Action - No items were removed

APPROVAL OF THE BALANCE OF THE CONSENT AGENDA

Motion Passed: Motion to approve the balance of the consent agenda passed with a motion by Carla Clodfelter and a second by Zeldon Rice.

Carla Clodfelter: Yes

Mark Scott: Yes

Mary Bradley: Yes

Patty Neuwirth: Yes

Zeldon Rice: Yes

PROPOSED EXECUTIVE SESSION TO DISCUSS:

The employing, promoting, or receiving resignation(s) of individual certified and support salaried personnel as listed on the Personnel Reports, Exhibit A and Exhibit B. (Exhibit B includes new potential hires and presented to the board under separate cover).

[Authorized by 25 OKLA.STAT. Section 307 (B)(1) of the Oklahoma Open Meeting Act]

The contract and/or review of Superintendent Kevin Hime [Authorized by 25 OKLA.STAT. Section 307 (B)(1) of the Oklahoma Open Meeting Act]:

VOTE TO CONVENE INTO EXECUTIVE SESSION

Motion Passed: Motion to convene in executive session passed with a motion by Carla Clodfelter and a second by Zeldon Rice. The board went to executive session at 5:12 p.m.

Carla Clodfelter: Yes

Mark Scott: Yes

Mary Bradley: Yes

Patty Neuwirth: Yes

Zeldon Rice: Yes

ACKNOWLEDGE BOARD'S RETURN TO OPEN SESSION

The board members returned to open session at 6:48 p.m.

EXECUTIVE SESSION MINUTES COMPLIANCE ANNOUNCEMENT

Patty Neuwirth, Board President read the following minutes compliance announcement.

The Board of Education went into executive session at 5:12 p.m. Members present included:

- Carla Clodfelter
- Patty Neuwirth
- Mary Bradley
- Mark Scott
- Zeldon Rice

Items discussed included:

- The employing, promoting, or receiving resignation(s) of individual certified and support salaried personnel as listed on the Personnel Reports.
- The review of Superintendent Kevin Hime

During the executive session, the board discussed these items and no other items, and no action was taken. The board returned to open session at 6:48 p.m.

This constitutes the minutes of the executive session.

SUPERINTENDENT'S PERSONNEL REPORT / ITEMS DISCUSSED IN EXECUTIVE SESSION

Approval of Superintendent's Personnel Reports, Exhibit A (and Exhibit B that was presented under separate cover)

Motion Passed: Motion to approve the Superintendent's Personnel Report passed with a motion by Carla Clodfelter and a second by Mark Scott.

Carla Clodfelter: Yes
Mark Scott: Yes
Mary Bradley: Yes
Patty Neuwirth: Yes
Zeldon Rice: Yes

DISCUSSION AND POSSIBLE ACTION ON SUPERINTENDENT HIME'S CONTRACT.

No action was taken

NEW BUSINESS

There was no new business.

BOARD ANNOUNCEMENTS

The next regular board meeting date is Monday, November 1, 2021, at 5:00 p.m., in the Shoemaker Center Auditorium.

ADJOURNMENT

The meeting adjourned at 6:51 p.m.

I, the undersigned clerk of the Board of Education of Lawton Public Schools, District I-8, Comanche County, Oklahoma, do hereby certify that prior notice of this meeting was given to the County Clerk of Comanche County, Oklahoma, listing the time, place, and date of the meeting. I also certify that at least 24 hours prior to the meeting, notice of the time and place and the agenda were posted in prominent view of the location of the meeting and in all respects Title 25, O.S. (Supp.) both inclusive, have been complied with fully.

Witness my hand and seal of the school district this ____ day of _____, 2021.

School Seal:

Carla Dewberry-Fulner, Clerk of the Board

Schyla Wright, Minutes Clerk

Patty Neuwirth, President

HUMAN RESOURCES

Personnel Report November 1, 2021

The following RESIGNATIONS have been received:

SUPPORT

NAME	ASSIGNMENT	LOCATION	END DATE
Rodriguez, Talonna	Personal Care Assistant	Pat Henry	10-14-2021
Sarabia, Francisco	Bus Driver	Transportation	10-06-2021
Taalab, Michelle	Personal Care Assistant	Freedom	10-26-2021
Travis, Jeremy	Custodian	MHS	10-01-2021
Cerney, Mary	Speech Language Pathologist Assistant	Freedom	10-29-2021

The following EMPLOYMENTS are recommended for temporary contracts during the 2021-
Denotes currently working on obtaining Oklahoma teaching certificate**

CERTIFIED

Roye, Celia	Special Education Teacher	EHS	10-25-2021
Salamone, Becca	Teacher	Eisenhower	11-01-2021
Sawyer, Lori	Counselor	EHS	11-01-2021

SUPPORT

NAME	ASSIGNMENT	LOCATION	START DATE
Ainsworth, Melissa	Cook	Freedom	10-04-2021
Atwood, Hunter	Cook	Ediosn	10-25-2021
Blevins, Megan	Personal Care Assistant	Freedom	10-26-2021
Climes, Sheryl	Social Worker	Cleveland	10-25-2021
Diehl, Savannah	Duration of Need LPN	LRC	11-01-2021
Guinup, Chelsea	Teacher Assistant	Eisenhower	10-25-2021
Harlow, Kelsy	Personal Care Assistant	Freedom	10-27-2021
Harrell, Sydney	Teacher Assistant	Crosby Park/Hugh Bish	10-14-2021
Hilliard, David	Custodian	EMS	10-25-2021
Jackson, Guy	Bus Driver	Transportation	10-27-2021
Kinnamore, Levi	Personal Care Assistant	Ridgecrest	10-12-2021
Lopez, Luzgarda	Kindergarten Assistant	Hugh Bish	10-25-2021
Martinez, Amber	Secretary	MMS	10-14-2021
Shankland, Kayla	Personal Care Assistant	Hugh Bish	11-01-2021
Williams, Becky	Bus Driver	Transportation	10-25-2021
Yungandreas, Rebekah	Teacher Assistant	Pat Henry	10-27-2021

HUMAN RESOURCES

Personnel Report - Exhibit A November 1, 2021

The following RESIGNATIONS have been received:

SUPPORT

NAME	ASSIGNMENT		END DATE
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Sarabia, Francisco	Bus Driver	Transportation	10-06-2021
Taalab, Michelle	Personal Care Assistant	Freedom	10-26-2021
Travis, Jeremy	Custodian	MHS	10-01-2021
Cerney, Mary	Speech Language Pathologist Assistant	Freedom	10-29-2021

HUMAN RESOURCES

Personnel Report - Exhibit B November 1, 2021

The following EMPLOYMENTS are recommended for temporary contracts during the 2021-2022 school year:

CERTIFIED

Roye, Celia	Special Education Teacher	EHS	10-25-2021
Salamone, Becca	Teacher	Eisenhower	11-01-2021
Sawyer, Lori	Counselor	EHS	11-01-2021

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Diehl, Savannah	Duration of Need LPN	LRC	11-01-2021
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Harlow, Kelsy	Personal Care Assistant	Freedom	10-27-2021
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Martinez, Amber	Secretary	MMS	10-14-2021
Shankland, Kayla	Personal Care Assistant	Hugh Bish	11-01-2021
Williams, Becky	Bus Driver	Transportation	10-25-2021
Yungandreas, Rebekah	Teacher Assistant	Pat Henry	10-27-2021

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HUMAN RESOURCES

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HUMAN RESOURCES

Personnel Report - Exhibit B November 1, 2021

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HUMAN RESOURCES

Personnel Report - Exhibit A November 1, 2021

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HUMAN RESOURCES

Personnel Report - Exhibit B November 1, 2021

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