



**Lawton Public Schools Board of Education  
Regular Meeting  
June 22, 2023 5:15 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 Zeldon Rice
5. Report of the Superintendent
  - 5.a. Information Item: Business Operations and Educational Services Departmental Updates
  - 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. Ratify, approve, and confirm for the fiscal year ending June 30, 2024, that certain Lease Purchase Agreement dated as of March 29, 2018, by and between the Comanche County Educational Facilities Authority, as Lessor, and Independent School District No. 8 of Comanche County, State of Oklahoma, as Lessee.

6.b. Report of the Purchasing Agent/Encumbrance Clerk - Sheila Relf

6.b.1. Approve Purchase Orders	FY 2023	FY2024
General Fund (11) PO Numbers	2003-2023	1-550
Building Fund (21) PO Numbers	125-131	1-22
Bond Fund (33) PO Numbers	235	1-12
Sinking Fund 41 PO Numbers		1-8

6.b.2. Change Order Listing

6.b.3. Payroll Encumbrance Purchase Order Numbers

FY 2023 - 50000-52647

FY 2024 - 50000-51948

6.c. Report of the Chief Financial Officer - Lance Gibbs

6.c.1. Treasurer's Report for the Month of May, 2023

6.c.2. Monthly Authorization to Invest

6.c.3. Application For Temporary Appropriations

6.c.4. Title VI Indian Education Program Parent Committee Bylaws

6.c.5. Johnson O'Malley Indian Education By-Laws 2023-2024

6.d. Report of the Activity Fund Custodian

6.d.1. Activity Fund Transfers, Expenditures, Establishments, and Amendments

6.e. Report of the Clerk

6.e.1. Contracts / Agreements:

Marie Detty Agreement

Great Plains Technology MOU FY 23-24

YMCA

Juvenile Detention Center

Food Service Management Renewal

CDBL Gmax - Lincoln Elementary

Sodexo Food Service Rnewal 2023-2024

Beverly Mattingly Retirement

6.f. Approval of the Minutes of the May 15, 2023 Regular Board Meeting

6.g. Item(s) Removed from the Consent Agenda for Separate Action

6.h. Approval of the Balance of the Consent Agenda

6.i. 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 ,Exhibit B, and Exhibit C. (Exhibit B and C includes new potential hires, and/or terminations and is 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, Exhibit B, and Exhibit C (and Exhibit B and C 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, July 27, 2023, at 5:15 p.m., in the Shoemaker Center Auditorium.
14. Setting New Board Meeting Dates
15. Board Announcements
16. Adjournment

Date of Posting: June 21, 2023

Time of Posting: 4:30 p.m.

Location of Posting: [www.lawtonps.org](http://www.lawtonps.org) and Front Door of Shoemaker Center - 753 NW Ft. Sill Blvd., Lawton, OK

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**Dr. Jason James – Chief Operating Officer**

- Playground/security fencing
  - Eisenhower ES starting soon.
  - IKE – south side of football fieldhouse and football field/track
  - MHS – north side of track/football field
- Double Secure Entries for summer projects
  - MMS
  - Almor West
  - Crosby Park
  - Hugh Bish
  - Carriage Hills
  - Lawton High
- Security Vinyl installed at MHS, EHS, Ridgecrest, and Cleveland
- Shoemaker heating/air renovation nearing completion
- Turf projects
  - MHS football/soccer field nearing completion
  - Softball backstops and outfield fencing concrete and poles being installed
- LHS/CMS security fence out to bid
- Summer projects
  - New Horizons renovations, floor wax, etc in progress
  - Supercrews scheduled for building maintenance & wax



**Athletics - Gary Dees**

- Gridiron golf tournament
- Turf Project

**Campus Police – Josh Seely**

- The Lawton Public Schools Police Department will be adding two DARE Officers to its Drug Resistance Program for the next school year.

**Elementary Education – Lesa Sparks**

- Summer Camp for Elementary Students started on June 5, 2023

**Secondary Education – Teresa Jackson**

- Secondary Virtual Summer School, started on June 5, 2023

**Special Services – Diane Keene**

- ESY Extended School Year, started on June 6, 2023. We have approximately 115 students K-12<sup>th</sup> grade.

REC.	<input checked="" type="checkbox"/>
JMP.	<input checked="" type="checkbox"/>
MISC.	<input type="checkbox"/>
MISC.	<input type="checkbox"/>

BOOK 8040 PAGE 059

**LEASE PURCHASE AGREEMENT**

Doc # I-2018-007068  
 Bk 008040  
 Pg 0059-0094  
 Date 05-16-2018 11:09 am  
 Filing fee \$83.00  
 Documentary Tax \$0.00  
 State of Oklahoma  
 County of Comanche  
 Comanche County Clerk  
 Carrie Fuchs

**THIS LEASE PURCHASE AGREEMENT** (the "Agreement"), is dated as of March 29, 2018, by and between **Comanche County Educational Facilities Authority**, as Lessor (the "Lessor"), and **Independent School District No. 8 of Comanche County, State of Oklahoma**, as Lessee (the "Lessee"), wherein the parties hereby agree as follows:

**Section 1. Definitions.** The following terms will have the meanings indicated below unless the context clearly requires otherwise:

**"Agreement"** means this Lease Purchase Agreement dated as of March 29, 2018, and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, together with any amendments to this Agreement.

**"Cancellation Event"** means "Cancellation Event" as defined in Section 8 hereto.

**"Casualty Loss"** means "Casualty Loss" as defined in Section 26 of this Agreement.

**"Code"** means the Internal Revenue Code of 1986, as amended.

**"Commencement Date"** is the date when the term of this Agreement and Lessee's obligation to pay rent commences, which date will be the earlier of (i) the date on which the Property is accepted by Lessee in the manner described in Section 12, or (ii) the date on which sufficient moneys to purchase the Property are deposited for that purpose with an escrow agent.

**"Contract"** means any contract or contracts for the acquisition and/or installation of the Property.

**"Development Agreement"** means collectively that certain Development Agreement dated as of March 29, 2018, by and between the Lessor and the Lessee, as the same may be amended from time to time, which sets forth the duties, obligations, and responsibilities of each party in regard to the construction of the Project, and which Development Agreement is herein incorporated by reference.

**"Escrow Agent"** means BOKF, NA, Oklahoma City, Oklahoma.

**"Escrow Agreement"** means that certain Escrow and Paying Agent Agreement dated as of March 29, 2018, by and among the Lessee, the Lessor, and the Escrow Agent.

**"Equipment"** means the property designated as Equipment and described on the Property Schedule attached hereto as Exhibit A, as supplemented from time to time, and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

**"Event of Default"** means an Event of Default described in Section 35.

**"Ground Lease"** shall mean that certain Ground Lease Agreement dated as of March 29, 2018, by and between Independent School District No. 8 of Comanche County, State of Oklahoma, as lessor, and the Comanche County Educational Facilities Authority, as lessee, pertaining to the Real Property upon which the Project components will be constructed and leased pursuant to this Agreement.



The Public Finance Law Group PLLC  
 5657 N Classen Blvd  
 OKC, OK 73118

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7-A  
 90  
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 50-A  
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**“Indenture”** shall mean that certain Note Indenture dated as of March 1, 2018, by and between the Lessor and BOKF, NA, as Trustee Bank, authorizing the issuance of and securing the Note.

**“Lease Term”** means the Original Term and any Renewal Terms, but ending on the occurrence of the earliest event specified in Section 6.

**“Lessee”** means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

**“Lessor”** means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

**“Maximum Term”** means the Original Term and any Renewal Term ending on the last Payment Date set forth on the Payment Schedule.

**“Net Proceeds”** mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys’ fees) incurred in the collection of such claim or award.

**“Nonrenewal Event”** means “Nonrenewal Event” as defined in Section 8 hereto.

**“Note”** shall mean that certain Lease Revenue Note, Series 2018 (Lawton Public Schools) dated March 29, 2018, and issued in the original principal amount of \$55,000,000 by the Lessor for the purpose of acquiring this Agreement.

**“Original Term”** means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

**“Payment” or “Payments”** means the payment (individually) or payments (collectively) of acquisition payments or rental payments payable by Lessee pursuant to Section 9 and as reflected on Exhibit B.

**“Payment Dates”** means the dates set forth on the Payment Schedule on which Payments of acquisition payments or rental payments are due.

**“Payment Schedule”** means the schedule of Payments and Purchase Price set forth on Exhibit B.

**“Project”** means the costs of construction of and improvements to facilities of the Lessee along with acquisition and installation of equipment at various Lessee facilities.

**“Property”** means collectively the Real Property and the Equipment as set forth in Exhibit A attached hereto.

**“Purchase Price”** means the amount set forth on the Payment Schedule that Lessee may, at its option, pay to Lessor to purchase the Property. If there is no “Purchase Price” column set forth on the Payment Schedule, then the Purchase Price shall mean 100% of the outstanding acquisition payments amount of the collective remaining Payments. With respect an incremental purchase of the Property (as contemplated by Section 31 herein), the applicable portion of the Purchase Price shall reflect the

value of the portion of the Property to be purchased as set forth in the applicable Property Schedule attached hereto as Exhibit A.

**“Real Property”** means the property designated as Real Property and described as Tracts I-XVII on the Property Schedule attached hereto as Exhibit A, as supplemented from time to time, and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

**“Renewal Term”** means “Renewal Term” as defined in Section 8 hereto.

**“Return Date”** means the last day of the fiscal year for which appropriations were made for the Payments due under this Agreement if a Nonrenewal Event occurs or the effective date of the cancellation of this Agreement if a Cancellation Event occurs.

**“State”** means the State of Oklahoma.

**“Tax Regulatory Agreement”** means that certain Tax Regulatory Agreement of even date herewith as described in Section 3 herein.

**“Trustee Bank”** means BOKF, NA, Oklahoma City, Oklahoma.

**“Vendor”** means in the case of Equipment, any manufacturer(s) of the Equipment as well as the agents or dealers of the manufacturer(s) from whom Lessor purchased or is purchasing the Equipment listed on Exhibit A. In the case of improvements to the Real Property, the term “Vendor” shall mean the Contractors or Sub-Contractors providing labor and materials for the construction of the improvement.

**Section 2. Representations and Covenants of Lessee.** Lessee represents, warrants and covenants for the benefit of Lessor as follows:

(a) Lessee is a political subdivision of the State and has a substantial amount of one or more of the following sovereign powers: (i) the power to tax, (ii) the power of eminent domain, and (iii) police power.

(b) Lessee is authorized under the constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder. Lessee has duly authorized the execution and delivery of this Agreement under the terms and provisions of the resolution of its Board of Education or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement against Lessee, and that this Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms, except to the extent limited by bankruptcy, reorganization or other laws of general application relating to effecting the enforcement of creditors' rights in general.

(c) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(d) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the Commencement Date.

(e) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to meet its financial obligations for the Original Term.

(f) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Property, including, without limitation the Public Competitive Bidding Act of 1974, Oklahoma Statute Title 61 Section 101, *et seq.*, as amended (the "Competitive Bidding Act").

(g) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.

(h) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.

(i) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Property pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

(j) The Property described in this Agreement is essential to the function of Lessee or to the service Lessee provides to its citizens. Lessee has an immediate need for, and expects to make immediate use of, substantially all the Property, which need is not temporary or expected to diminish until the expiration of the Maximum Term of this Agreement.

(k) Lessee reasonably expects that it will use the proceeds of this Agreement as soon as practicable and with all reasonable dispatch for the purpose for which this Agreement has been entered into and in any event within three (3) years following the Commencement Date.

(l) Lessee has never failed to ratify or otherwise renew the initial term or any renewal term of any lease purchase, installment sale or other similar agreement through the maximum term of the agreement.

(m) The useful life of the Property will not be less than the Maximum Term.

(n) The application, statements and credit or financial information submitted by Lessee to Lessor are true and correct and made to induce Lessor to enter into this Agreement and the Escrow Agreement, and Lessee has experienced no material change in its financial condition since the date(s) of such information.

(o) Lessee has provided Lessor with audited financial statements through June 30, 2017. Lessee has experienced no material change in its financial condition since June 30, 2017.

(p) Lessee shall pay the excess (if any) of the actual costs of acquiring the Property under the Agreement over the amount deposited by Lessor in the escrow fund established under the Escrow Agreement and interest earnings thereon.

(q) Lessee represents that the estimated total costs of the Property will not be less than the total acquisition payments portion of the Payments.

(r) No part of the Property is located in a 100 year Flood Plain or in an identified "flood prone area," as defined pursuant to the Flood Disaster Protection Act of 1973, as amended, and in the event of such occurrence, Lessee shall provide Lessor a flood insurance policy in an amount equal to the lesser of the Purchase Price amount or the maximum amount of flood insurance available under the Flood Disaster Protection Act of 1973, as amended.

(s) (i) All construction contracts with Vendors with respect to the Project are, or shall be, awarded in accordance with the provisions of the Competitive Bidding Act, (ii) the general contractor for the Project is properly licensed and experienced in comparable projects, (iii) all construction contracts with Vendors exceeding \$50,000.00 in amount awarded in connection with the Project are guaranteed fixed price contracts which meet the requirements contained in the Competitive Bidding Act, (iv) all Vendors in connection with the Project will provide bonds and/or irrevocable letters of credit in connection with its contract as required by the Competitive Bidding Act.

(t) Lessee, as an independent school district, is a state or a duly organized and validly existing body corporate and politic and a political subdivision or agency thereof within the meaning of Section 103 of Code.

(u) Lessee is not in breach of or in default under any constitutional provision, applicable law or administrative rule or regulation of the State, the United States, or of any department, division, agency or instrumentality of either thereof or any applicable court or administrative decree or order, or any loan agreement, note, ordinance, resolution, indenture, contract, agreement or other instrument to which the Lessee is a party or to which the Lessee or any property or assets of the Lessee is otherwise subject or bound which in any material way, directly or indirectly, affects the Lessee's entering into this Agreement, or the validity thereof, the validity or adoption of the resolution authorizing Lessee to enter into this Agreement, the execution and delivery of this Agreement or other instruments contemplated thereby to which the Lessee is a party, and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any constitutional provision, applicable law or administrative rule or regulation of the State, the United States, or of any department, division, agency or instrumentality of either thereof, or any applicable court or administrative decree or order, or any loan agreement, note, ordinance, resolution, indenture, contract,

agreement or other instrument to which the Lessee is a party or to which the Lessee or any of the property or assets of the Lessee is otherwise subject or bound.

(v) Lessee shall cause said books of record and account to be audited annually as of the close of each fiscal year by a firm of independent certified public accountants that holds a valid permit to practice as determined by the Oklahoma Accountancy Board and in accordance with Title 74, Oklahoma Statutes, Section 212A (B) selected by the Lessee.

**Section 3. Tax Regulatory Agreement.** Lessee will enter into the Tax Regulatory Agreement on the Commencement Date, which will set forth the representations and covenants applicable to the Federal tax treatment of this Agreement and the Note, including the Lessee's covenant to comply with Sections 103 and 141 to 150 of the Code and the applicable Regulations to ensure that interest on the Note is excluded from the gross income of the holder(s) of the Note for federal income tax purposes, and will not take or omit to take or permit any person or entity to take or omit to take any action which would cause interest on the Note to be included in the gross income of the holder(s) of the Note for federal income tax purposes by reason of Section 103(b) of the Code and the applicable Regulations.

**Section 4. Lease of Property.** Lessor hereby demises, leases and lets the Property to Lessee, and Lessee rents, leases and hires the Property from Lessor, in accordance with the provisions of this Agreement, for the Lease Term.

**Section 5. Lease Term.** The Lease Term of this Agreement will consist of the Original Term and all Renewal Terms ending with the expiration of the Maximum Term as set forth on Exhibit B. The Lessee has the option to renew the Lease Term of this Agreement and each Renewal Term shall be twelve months, shall correspond to the Lessee's fiscal year and shall commence on the first day following the last day of the Original Term or the preceding Renewal Term, as the case may be; provided that the last scheduled Renewal Term shall be the lesser number of months as may be necessary to extend the Lease Term to the date that the last Payment in the Payment Schedule is due and payable. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term.

**Section 6. Termination of Lease Term.** The Lease Term will terminate upon the earliest of any of the following events:

- (a) the expiration of the Original Term of this Agreement unless extended by mutual ratification pursuant to the provisions of Section 8;
- (b) the exercise by Lessee of the option to purchase the Property and payment of the Purchase Price and all amounts payable in connection therewith;
- (c) a default by Lessee and Lessor's election to terminate this Agreement under Section 36; or
- (d) the payment by Lessee of all Payments authorized or required to be paid by Lessee hereunder during the Maximum Term.

**Section 7. Continuation of Lease Term.** Lessee currently intends to continue the Lease Term through the Original Term for the Maximum Term and to pay the Payments due or becoming due hereunder from legally available funds. Lessee reasonably believes that it can obtain legally available funds in an amount sufficient to make all Payments during the Maximum Term. Lessor acknowledges that this Agreement is not a general obligation of the Lessee and that there will be no pledge of the full faith and credit of the Lessee or the taxing power of the Lessee as a source of security for the Payments hereunder.

**Section 8. Non-Ratification and Right of Termination; Nonrenewal Event; Cancellation Event.**

Upon expiration of the Original Term, the Agreement may be renewed by ratification for successive fiscal years each beginning on July 1<sup>st</sup> and ending on June 30<sup>th</sup> (each a "Renewal Term"). Pursuant to Title 62, Oklahoma Statutes Section 430.1 and Title 70, Oklahoma Statutes Section 5-117, continuation of this Agreement past the Original Term (representing the remaining portion of the fiscal year ending June 30, 2018) or any subsequent Renewal Term is dependent upon mutual ratification by Lessee and Lessor. Lessor hereby ratifies all Renewal Terms approved by the Lessee through the end of the Maximum Term. As part of Lessee's ratification, Lessee agrees to affirmatively act by providing Lessor with notice of its intent to renew this Agreement for the applicable Renewal Term, provided that the act of the governing body of the Lessee whereby it appropriates funds to make the requisite Payments hereunder that are due and payable in a succeeding Renewal Term shall be deemed such an affirmative act of the Lessee. Lessee is obligated only to pay such Payments under this Agreement as may be lawfully made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. Should Lessee fail to ratify the Agreement, the Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination as soon as reasonably practical but in any event within thirty (30) days following the end of the then current Original Term or Renewal Term, but failure to give such notice shall not act to extend the term beyond the last day of the fiscal year for which such ratification was made.

If Lessee fails to renew a Lease Term as provided in Section 5 above, then a "Nonrenewal Event" shall be deemed to have occurred. If under Title 62, Oklahoma Statutes Section 430.1 (or any successor provision of Oklahoma law) Lessee's governing body by a proper resolution adopted by the governing body and entered into the official records or minutes of the governing body certifies that the continuation of the Lease Term of this Agreement is unnecessary or contrary to the public interest, then a "Cancellation Event" shall be deemed to have occurred. If a Nonrenewal Event or a Cancellation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Nonrenewal Event or Cancellation Event; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Property covered by this Agreement, at Lessee's sole expense, in a manner that is consistent with Section 36(b) hereto; (c) if a Nonrenewal Event is the reason for the return of the Property, then Lessee shall pay all Payments and other amounts payable hereunder for which funds shall have been appropriated and this Agreement shall terminate on the Return Date without penalty to Lessee; (d) if a Cancellation Event is the reason for the return of the Property, then Lessee shall pay all Payments and other amounts payable hereunder through the Return Date and this Agreement shall terminate on the Return Date without penalty to Lessee; and (e) Lessor shall refund to Lessee the rental payments portion of any Payment previously paid hereunder which has not been earned by Lessor as of the Return Date.

**Section 9. Payments.** The Lessee will pay Payments, from legally available funds, in the amounts and on the dates set forth on the Payment Schedule. Payments will be in consideration for Lessee's use of the Property during the fiscal year in which such payments are due. Any Payment not received on or before its scheduled Payment Date will bear interest at the rate of 10% per annum or the maximum amount permitted by law, whichever is less, from its Payment Date. All Payments shall be made by the Lessee to the Escrow Agent at least three (3) business days prior to the Payment Date for deposit to the Payment Sub-account established under the Escrow Agreement, and the Escrow Agent shall then remit the Payment to the Trustee Bank on behalf of the Lessor pursuant to the Escrow Agreement. In any case where any Payment Date shall fall due on a Saturday, a Sunday, a legal holiday, or a day upon which banking institutions in the City of Oklahoma City, Oklahoma, or in such other locality as the Escrow Agent may maintain its principal offices, are authorized by law to close for business, then the corresponding Payment need not be made on such date, but shall be made on the next succeeding banking day with the same force and effect as if made on the day upon which said Payment falls due; provided however, in order to facilitate the timely payment of debt service on the Note, Lessee agrees that it shall transfer or cause to be transferred such Payments to the Trustee Bank on behalf of the Lessor not later than the business day immediately preceding the scheduled Payment Date.

In addition to the Payments, Lessee shall reimburse Lessor (or to the Trustee Bank at the written direction of the Lessor or the Trustee Bank), the following (the "Additional Payments") within thirty (30) days of receipt of written itemized invoices for the same from Lessor or Trustee Bank on behalf of Lessor:

(a) Any sums in excess of the Rental Payments specified in the Payment Schedule for the use of the Project necessary for the Lessor to punctually pay all its obligations in accordance with the terms of the Indenture;

(b) Any sums which the Lessor shall be obligated to pay pursuant to the terms of this Agreement, by reason of any default or delay in payment of sums due hereunder, but only if such delay or default results from the default or breach by Lessee of the terms, conditions and covenants of this Agreement;

(c) Any sums expended by the Lessor or Trustee Bank to insure the Property on Lessee's failure to maintain insurance in accordance with this Agreement or to otherwise cure any defaults by Lessee under this Agreement;

(d) The sum of one tenth of one percent (0.1%) (said amount along with any annual trustee/escrow agent fee shall collectively be referred to as the "Annual Fee") of the amount of the outstanding principal on the Note as of each annual anniversary date of this Agreement to defray the administrative costs, and additionally the sum of any pro rata audit costs of Lessor attributable to the Project, and in addition, the sum of any rebate calculations, rebate determination or rebate payment costs or opinions attributable to the Project, and any fees and expenses, including those incurred by federal and state investigations, examinations, or audits of Lessor attributable to the Project, which payments may be made from interest income derived from accounts or funds created pursuant to the Indenture or from other funds of the Lessee; provided however, any amounts of this administrative fee not required for the referenced costs shall be returned to the Lessee upon payment of all obligations due under this Agreement; and

- (e) All fees and expenses of the Trustee Bank payable by the Lessor under the Indenture.

**Section 10. Principal and Interest Components.** As set forth on the Payment Schedule, a portion of each Payment is paid as, and represents payment of, rental costs of the Property, and a portion of each Payment reflects the acquisition cost of the Property (or portion thereof). For purposes of the Federal tax treatment of this Agreement, certain portions of the Payments shall be treated as interest and shall be referred to in the Tax Regulatory Agreement as the “Interest Component”, and certain portions of the Payments shall be referred to in the Tax Regulatory Agreement as the “Principal Component”, all as more fully set forth in the Tax Regulatory Agreement.

**Section 11. Payments To Be Unconditional.** The obligations of Lessee to make Payments and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Property to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Property or any accident, condemnation or unforeseen circumstances.

**Section 12. Acquisition, Delivery, Construction, Installation and Acceptance of the Property.** Lessor shall cause to be acquired and/or constructed the Project, which consists of the Real Property specified on Exhibit A, together with any buildings and other improvements thereon, and any and all Equipment, all in accordance with the plans and specifications approved by the Lessor and the Lessee with respect to the Project, which plans and specifications are hereby incorporated by reference. Any and all acquisition, delivery, construction, and installation costs in connection therewith shall be paid from the funds deposited in the escrow fund established under the Escrow Agreement, together with interest earnings thereon, or from other available funds of the Lessee; provided however, Lessor shall not be obligated to expend any funds in furtherance of the Project other than those funds deposited in said escrow fund established under the Escrow Agreement. When the Property has been acquired, delivered, constructed, and/or installed, Lessee will immediately accept the Property and evidence said acceptance by executing and delivering to Lessor an acceptance certificate (substantially in the form of Schedule A-2 of the Escrow Agreement), the form and substance of which acceptance certificate shall also be acceptable to Lessor. After it has been installed, the Property will not be moved from the location specified on Exhibit A without Lessor’s consent, which consent will not be unreasonably withheld. Upon purchase and/or installation of any Equipment, the parties hereto shall execute supplemental schedule(s) to Exhibit A attached hereto for the purpose of detailing the Equipment purchased with proceeds of this Agreement, and said supplemental schedule(s) shall be incorporated herein and made a part of this Agreement.

**Section 13. Enjoyment of Property.** Lessor hereby covenants to provide Lessee with quiet use and enjoyment of the Property during the Lease Term, and Lessee will peaceably and quietly have and hold and enjoy the Property during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

**Section 14. Right of Inspection.** Lessor will have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Property.

**Section 15. Use of the Property.** Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated

by this Agreement. Lessee will obtain all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Property) with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided, however, that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Property or its interest or rights under this Agreement.

**Section 16. Maintenance of Property.** Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Property in good repair, working order and condition. Lessor will have no responsibility to maintain, or repair or to make improvements or additions to the Property. If requested to do so by Lessor, Lessee will enter into a maintenance contract for the Property with each Vendor and furnish evidence thereof to Lessor.

**Section 17. Ground Lease Agreement.** At, or prior to the execution hereof, Lessee shall lease to Lessor, pursuant to that certain Ground Lease Agreement dated as of March 29, 2018, covering certain real property as described therein located in Comanche County, Oklahoma (the "Ground Lease Agreement"). The Lessor shall be responsible for the costs and expenses of the Ground Lease Agreement, but only to the extent funds are available for such purpose in the Escrow Fund held under the Escrow Agreement.

**Section 18. Title to the Property.** The right of possession of the Real Property shall vest in the Lessor pursuant to the Ground Lease Agreement, subject to the rights of Lessee under this Agreement. Upon satisfaction of the incremental purchase provisions of Section 31 hereto, or if Lessee exercises its option to purchase under the prepayment provisions of Section 31 hereto, title to the Equipment shall transfer to the Lessee and the Lessor shall release from the Ground Lease the Real Property described therein. Upon the occurrence of an Event of Default, or upon occurrence of non-ratification (including a Nonrenewal Event or a Cancellation Event) as set forth in Section 8, the Lessee will surrender possession of the Property to the Lessor. When the Lessee, by prepayment (as set forth in Section 31 hereto) or by payment as scheduled under Exhibit B, shall have paid a sum equal to the Purchase Price (or the applicable portion thereof in case of an incremental purchase) plus all respective Rental Payments, the Property (or the applicable portion thereof) shall become the property of the Lessee and Lessor agrees to execute and deliver to Lessee one or more Release of Ground Lease Agreement conveying to the Lessee all of Lessor's right, title and interest in and to the tract or tracts of Real Property, free and clear of all liens and interest of third parties created by, through or under Lessor. Upon receipt of such payments, Lessor shall also deliver to Lessee one or more bills of sale in substantially the form set forth an Exhibit H attached hereto, conveying to the Lessee all of Lessor's right, title and interest in and to the Equipment, free and clear of all liens and interest of third parties created by, through or under Lessor. The Property shall be transferred on an "AS-IS, WHERE-IS" basis with all faults, without recourse and without representation or warranty of any kind, express or implied, except for a representation that the Equipment is free and clear of any liens created by the Lessor. Lessor acknowledges and agrees that, notwithstanding the foregoing, Lessor will not be treated for Federal income tax purposes as the tax owner of the Property and, accordingly, Lessor will not take any Federal income tax benefits such as depreciation in respect of the Property during the Lease Term.

**Section 19. Security Interest.** To the extent permitted by law, Lessee hereby grants to Lessor a first priority security interest in Lessee's rights and interests in any and all of the Property designated as Equipment, all funds held by the Escrow Agent under the terms of the Escrow Agreement, and in any and all proceeds thereof (including, without limitation, any insurance proceeds therefrom). Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, uniform commercial code (UCC) financing statements and any amendments thereto.

**Section 20. Certain Property to be Personal Property; Certain Property to be Real Property.** Lessor and Lessee agree that the Property designated as Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which it may be situated, including the Real Property, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building, if other than the Lessor. Lessor and Lessee further agree that any Property not specifically designated as Equipment shall be deemed to be Real Property, and any improvements thereon shall be deemed to be attached to the real estate or any building thereon.

**Section 21. Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee will keep the Property free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Property will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Property will be exempt from all property taxes and other similar charges. If the use, possession or acquisition of the Property is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Lessee will pay all gas, water, steam, electricity, light, heat or power, telephone or other utility services and other charges incurred in the use and maintenance of the Property. There shall be no abatement of Payments on account of interruption of any such services. Lessee will pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee will be obligated to pay only such installments that accrue during the Lease Term.

**Section 22. Insurance.** At its own expense, Lessee will maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Property, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the State. All insurance proceeds from casualty losses will be payable as hereinafter provided. Lessee will furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance will be with insurers that are acceptable to Lessor, will name Lessor as a loss payee and additional insured, respectively, and may not be cancelled without thirty (30) days prior written notice to Lessor, and such casualty insurance will contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

**Section 23. Advances.** In the event Lessee fails to maintain either the insurance required by this Agreement, pay taxes or charges required to be paid by it under this Agreement or fails to keep the Property in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the cost of the premiums thereof, pay such taxes and charges and make such Property repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent for the Maximum Term. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 10% per annum or the maximum permitted by law, whichever is less.

**Section 24. Financial Information.** Lessee will provide Lessor with current financial statements, budgets, proofs of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor. Furthermore, Lessee shall deliver (i) audited annual financial statements to the Lessor within 180 days of the end of each fiscal year, including, a balance sheet, statement of revenues, expenses and changes in fund balances for budget and actual, statement of cash flow, rates, schedules and attachments to such financial statements, which audit shall be performed by a firm of independent certified public accountants holding a valid permit to practice as determined by the Oklahoma Accountancy Board and in accordance with Title 74, Oklahoma Statutes, Section 212A (B), (ii) an annual estimate of needs not later than thirty (30) days following commencement of each fiscal year, and (iii) other reports and information which the Lessor may reasonably request from time to time.

**Section 25. Release and Indemnification.** To the extent permitted by law, Lessee will indemnify, defend and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith arising out of or as the result of (a) the ownership of any item of the Property, (b) the manufacturing, ordering, acquisition, possession, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Property, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Property resulting in damage to property or injury or death to any person or (d) the breach by Lessee of any covenant herein or any material misrepresentation by Lessee of any representation contained herein. The indemnification arising under this paragraph will continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

**Section 26. Risk of Loss.** Lessee assumes, from and including the Commencement Date, all risk of loss, theft, damage or destruction of or damage to the Property, in whole or in part, from any cause whatsoever (a "Casualty Loss"). No such loss of or damage to the Property nor defect therein nor unfitness or obsolescence thereof will relieve Lessee of the obligation to make Payments or to perform any other obligation under this Agreement. If a Casualty Loss occurs to any Property, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

**Section 27. Damage, Destruction, Condemnation; Use of Proceeds.** If (a) the Property or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property or any part thereof or the interest of Lessee or Lessor in the Property or any part thereof will be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied

to the prompt replacement, repair, restoration, modification or improvement of the Property, unless Lessee has purchased the Lessor's interest in the Property. Any balance of the Net Proceeds remaining after such work has been completed will be paid to Lessee.

**Section 28. Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 27, Lessee will either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Property. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing the Property will be retained by Lessee. If Lessee will make any payments pursuant to this Section, Lessee will not be entitled to any reimbursement therefor from Lessor nor will Lessee be entitled to any diminution of the amounts payable under Section 9 hereto.

**Section 29. Disclaimer of Warranties.** LESSOR HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO SPECIFICATION OR PURCHASE ORDER, ITS DESIGN, DELIVERY, INSTALLATION OR OPERATION.

All such risks shall be borne by Lessee without in any way excusing Lessee from its obligations under this Agreement, and Lessor shall not be liable to Lessee for any damages on account of such risks. All claims or actions on any warranty so assigned shall be made or prosecuted by Lessee, at its sole expense, upon prior written notice to Lessor. Lessor may, but shall have no obligation whatsoever to participate in such claim or action on such warranty, at Lessor's expense. Any recovery under such a warranty shall be made payable jointly to Lessee and Lessor.

**Section 30. Vendor's Warranties.** ALL WARRANTIES, PROMISES AND SERVICE AGREEMENTS, IF ANY, RELATING TO THE PROPERTY THAT EACH VENDOR HAS MADE TO LESSOR IN CONNECTION WITH OR AS PART OF THE CONTRACT BY WHICH LESSOR ACQUIRED THE PROPERTY ARE HEREBY ASSIGNED TO LESSEE.

Lessee may communicate with each Vendor and receive an accurate and complete statement of all such warranties, promises and service agreements, if any. Lessee acknowledges that Lessee has selected each Vendor, who has sold and assigned the Property to Lessor, and that Lessee has directed Lessor to acquire the Property from each Vendor in connection with this Agreement. Lessee further acknowledges that this Agreement is a Finance Lease within the meaning of the Uniform Commercial Code and that Lessee is entitled to each of the Vendors' warranties and promises described above, if any.

**Section 31. Incremental Purchase and Prepayment.**

(a) *Incremental Purchase.* Lessee may, by paying the installments of principal at the time and in the amounts set forth on Exhibit "B", elect to acquire Lessor's right, title and interest in and to the Equipment and/or the Real Property; provided however, such acquisition shall only

occur upon Lessee making all of the required Payments and/or payment of the then-applicable Purchase Price. Exhibit G attached hereto provides additional detail with respect to the Real Property and/or Equipment scheduled for acquisition as set forth in Exhibit B.

(b) *No Optional Prepayment.* Prepayment shall not be permitted with respect to this Agreement.

**Section 32. Further Assurances.** The parties hereto further covenant and agree to do, execute and deliver, or cause to be done, executed and delivered, and covenant and agree to use their best efforts to cause their successors and assigns to do, execute and deliver, or cause to be done, executed and delivered, all such further acts, transfers and assurances, for the better assuring, conveying and confirming unto Lessor and its successors and assigns, all and singular, the interests in the Property hereby assigned, and otherwise implementing the intention of the parties under this Agreement, as the parties and their successors and assigns reasonably shall request. Any performance required of Lessee or any payments required to be made by Lessee may, if not timely performed or paid, be performed or paid by Lessor, and in that event, Lessor shall be immediately reimbursed by Lessee for such payments and for any costs and expense, legal or otherwise associated with the payments or other performance by Lessor, with interest per annum thereon at 10% per annum or the maximum rate permitted by State law.

**Section 33. Assignment by Lessor.** Lessor's interest in, to and under this Agreement and the Property may be assigned and reassigned in whole or in part to one or more assignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment will not be effective until Lessee has received written notice of the name and address of the assignee. It is contemplated hereunder that Lessor will assign all right, title, and interest in and to this Agreement and any and all Payments or other amounts derived thereunder to the Indenture as security for the repayment of the Note. Lessor and Lessee hereby acknowledge and agree that anything in this Agreement to the contrary notwithstanding, as long as the Indenture or similar security instruments in favor of the Trustee Bank are in force and effect, the following provisions shall apply:

(a) *Consent to Amendment.* There shall be no modification of this Agreement by Lessor or Lessee without the prior written consent of the Trustee Bank.

(b) *Notices to Trustee Bank.* Lessor, upon serving Lessee with any notice of an Event of Default, failure to comply, or termination, shall simultaneously serve a copy of such notice on the Trustee Bank. If Lessor shall serve Lessee with a notice of a failure to comply with any term, covenant, condition, or provision hereof, the Trustee Bank shall then have the same period after service of the notice on it as is given to Lessee hereunder to remedy or cause to be remedied such failure, and Lessor shall accept performances by or at the instigation of any Trustee Bank as if it had been done by Lessee. Any notice required to be given to any Trustee Bank shall be in accordance with Section 38 hereof.

(c) *Curative Rights of Trustee Bank.* In addition to the rights granted to the Trustee Bank under subsection (b) of this Section, the Trustee shall have an additional period of ninety (90) days to remedy or cause to be remedied any Event of Default of which it shall receive notice.

(d) *Assignment.* Lessor agrees that, in the event of any enforcement of remedies under the Indenture by the Trustee Bank, either by judicial proceedings, under power of sale or otherwise, all right, title and interest encumbered by the Indenture may, without the consent of Lessor, be assigned to and vested in the Trustee Bank or to such other party as Trustee Bank is entitled to convey such rights and interests.

(e) *Limitation on Liability of Trustee Bank.* Notwithstanding any other provision of this Agreement, Lessor and Lessee agree that the Trustee Bank shall in no manner or respect whatsoever be (i) liable or responsible for any of Lessee's obligations or covenants under this Agreement (nor shall any rights of such Trustee Bank be contingent on the satisfaction of such obligations or covenants), or (ii) required to cure any Event of Default; provided, however, that if such Trustee Bank becomes the successor to Lessor's interests in this Agreement, then such Trustee Bank shall be responsible and liable for all obligations and covenants accruing during such Trustee Bank's tenure as Lessor's successor. Notwithstanding the foregoing, the liability of a Trustee Bank with respect to its obligations under this Agreement shall be non-recourse as to such Trustee Bank and limited to its interest in the Agreement.

Lessee will direct the Escrow Agent to retain all such notices as a register of all assignees and will direct the Escrow Agent to make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee, including the Trustee Bank, to protect its interest in the Property and in this Agreement and agrees to the filing of financing statements with respect to the Property and this Agreement. Lessee will not have the right to and will not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may have against Lessor.

**Section 34. Assignment and Subleasing by Lessee.** None of Lessee's right, title and interest in, to and under this Agreement and the Property may be assigned, subleased or encumbered by Lessee for any reason.

**Section 35. Events of Default Defined.** Any of the following will be "Events of Default" under this Agreement:

(a) Failure by Lessee to pay any Payment required to be paid hereunder at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor will agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance will prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of this Agreement will at any time for any reason cease to be valid and binding on Lessee, or will be declared to be null and void, or the validity or enforceability thereof will be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee will deny that it has any further liability or obligation under this Agreement;

(e) Lessee (i) applies for or consents to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) is unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) makes a general assignment for the benefit of creditors, (iv) has an order for relief entered against it under applicable federal bankruptcy law, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree will be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree will continue unstayed and in effect for any period of 30 consecutive days.

**Section 36. Remedies on Default.** Whenever any Event of Default exists, Lessor will have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Payments and other amounts payable by Lessee hereunder to the end of the then current Original or Renewal Term to be due;

(b) With or without terminating this Agreement, Lessor may enter the premises where the Property is located and retake possession of the Property or require Lessee at Lessee's expense to promptly return any or all of the Property to the possession of Lessor at a place specified by Lessor, and sell or lease the Property or, for the account of Lessee, sublease the Property, holding Lessee liable for the difference between (i) the Payments and other amounts payable by Lessee hereunder to the end of the Lease Term, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Property and all brokerage, auctioneers' and attorneys' fees);

(c) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Property; and

(d) Under no circumstances shall Lessee be liable under this Section 36 for any amount in excess of the sum appropriated for the previous and current fiscal years, less all amounts previously due and paid during such previous and current fiscal years from amounts so appropriated.

**Section 37. No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy will be cumulative and will be in addition to every

other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Agreement it will not be necessary to give any notice, other than such notice as may be required in this Agreement.

**Section 38. Notices.** All notices, certificates or other communications hereunder will be sufficiently given and will be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto will designate in writing to the other for notices to such party), to any assignee at its address as it appears on the register maintained by Escrow Agent. As required herein, notices shall also be given when required to the Escrow Agent and/or the Trustee Bank at the following address:

If to Trustee:	BOKF, NA 499 W. Sheridan, Suite 2600 Oklahoma City, Oklahoma 73102 Attention: Corporate Trust Department Tele. No. (405) 272-2104 Fax No. (405) 936-3964
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**Section 39. Binding Effect.** This Agreement will inure to the benefit of and will be binding upon Lessor and Lessee and their respective successors and assigns.

**Section 40. Severability.** In the event any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

**Section 41. Entire Agreement.** This Agreement constitutes the entire agreement between Lessor and Lessee.

**Section 42. Amendments.** This Agreement may be amended, changed or modified in any manner by written agreement of Lessor and Lessee. Any waiver of any provision of this Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

**Section 43. Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

**Section 44. Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

**Section 45. Applicable Law.** This Agreement will be governed by and construed in accordance with the laws of the State.

**Section 46. Arbitration.** At the request of either party, and to the extent permitted by applicable law, any claims under this Agreement shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (Title 9, U.S. Code), notwithstanding that the Agreement, or documents executed in connection therewith, may provide that it is governed by the laws of the State of Oklahoma.

**Section 47. Electronic Transactions.** The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**[Remainder of Page Left Blank Intentionally]**

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their corporate names by their duly authorized officers as of the date first above written.

INDEPENDENT SCHOOL DISTRICT NO. 8 OF  
COMANCHE COUNTY, STATE OF OKLAHOMA  
("LESSEE")

By: 

Name: Kent Jester

Title: President

Address for notices:

753 Fort Sill Boulevard  
Lawton, OK 73507

COMANCHE COUNTY EDUCATIONAL  
FACILITIES AUTHORITY ("LESSOR")

By: 

Name: Don Hawthorne

Title: Chairman

Address for notices:

315 SW 5<sup>th</sup> Street, Room 303  
Lawton, OK 73501-4391

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STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF COMANCHE )

This instrument was acknowledged before me on the 28<sup>th</sup> day of March, 2018, by Kent Jester, President of the Board of Education of Independent School District No. 8 of Comanche County, Oklahoma (Lawton Public Schools), an independent school district organized and existing under the laws of the State of Oklahoma, on behalf of said School District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

My Commission Expires 08/26/2020.  
Commission No. 04007771.

STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF COMANCHE )

This instrument was acknowledged before me on the 26<sup>th</sup> day of March, 2018, by Don Hawthorne, Chairman of Trustees of the Comanche County Educational Facilities Authority, a public trust organized and existing under the laws of the State of Oklahoma, on behalf of the trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

My Commission Expires 02/03/2020.  
Commission No. 12001112.

**EXHIBIT A TO LEASE PURCHASE AGREEMENT**  
**FORM OF PROPERTY SCHEDULE**

See Property items described on the attached schedules.

[Form of Property Schedule]

Check here if Property is designated as Real Property

Check here if Property is designated as Equipment

Description of Property:

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The Property described above is located at the following address:

State of Oklahoma

[LESSEE ADDRESS 1]

[LESSEE ADDRESS 2]

**PROPERTY SCHEDULE #1**

See Property items described on the attached schedules.

[Form of Property Schedule]

Check here if Property is designated as Real Property

Check here if Property is designated as Equipment

Description of Property:

**/ Tract I: (Eisenhower Elementary/Middle/High School Campus – 5702 West Gore Blvd.)**

The Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) and the North Half (N1/2) of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Thirty-Three (33), Township Two (2) North, Range Twelve (12) West of the Indian Meridian, containing 60 acres, more or less.

And

The East Half (E1/2) of the East Half (E1/2) of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) and the East Half (E1/2) of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section Thirty-Three (33), Township Two (2) North, Range Twelve (12) West of the Indian Meridian, containing 15 acres, more or less.

**Tract II: (Almor West Elementary School Campus – 6902 SW Delta)**

Lot One (1), Block Ten (10), ALMOR WEST ADDITION, Part One to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof.

**Tract III: (Carriage Hills Elementary School Campus – 215 SE Warwick Way)**

A tract of land described as beginning at a point 1317.51 feet East of the SW/corner, NW1/4, NW1/4, Section 34, T2N, R11W, I.M., Comanche County, Oklahoma; said point being the SE/corner of Lot 11, Block 4, Carriage Hills Addition to Lawton, Comanche County, Oklahoma; thence South 89°52'13" East, a distance of 536 feet to a point; thence in a Northeasterly direction along a curve to the right, having a radius of 845.197 feet, a distance of 212.925 feet to a point; thence in a Northwesterly direction along a curve to the right, having a radius of 350 feet a distance of 577.117

17-A

✓ feet to a point; thence North 89°50'30" West a distance of 34.546 feet to a point; thence in a Southwesterly direction along a curve to the left, having a radius of 181.351 feet, a distance of 96.353 feet to a point; thence in a Southwesterly direction along a curve to the right, having a radius of 181.351 feet, a distance of 96.353 feet to a point; thence North 89°50'30" West a distance of 100.658 feet to a point, said point being the East end of the centerline of Footman Lane in Carriage Hills Addition to Lawton, Comanche County, Oklahoma; thence South 00°15'00" West along the East boundary of said Carriage Hills Addition, a distance of 614.28 feet to the point of beginning, containing 264,884,910 square feet or 6.10 acres more or less.

**Tract IV: (Crosby Park Elementary School Campus – 1602 NW Horton Blvd.)**

90' ✓  
Lot One (1), Block Eleven (11), CROSBY PARK ADDITION, Part 4, to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof.

**Tract V: (Edison Elementary School Campus – 5801 NW Columbia Ave.)**

3' ✓  
Lot One (1), Block Eleven (11), COUNTRY CLUB WEST ADDITION, Part Three, to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof.

**Tract VI: (Hugh Bish Elementary School Campus – 5611 Allan-A-Dale)**

53' ✓  
All of Block Eight (8), SHERWOOD ADDITION, Part Two, to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof.

**Tract VII: (Sullivan Village Elementary School Campus – 3802 SE Elmhurst Ave.)**

37' ✓  
Lot One (1), Block Eleven (11), Part THREE of SULLIVAN'S VILLAGE ADDITION to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof.

**Tract VIII: (Whittier Elementary School Campus – 1115 NW Laird)**

50-A' ✓  
Lots Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), and Nineteen (19) in Block Fourteen (14), Fields and Dunning Addition to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof.

**Tract IX: (Woodland Hills Elementary School Campus – 405 NW Woodland Dr.)**

1  
83' ✓  
Lot Twenty (20), Block Two (2), WOODLAND HILLS ADDITION, Part One, to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof.

✓ **Tract X: (Lawton High School Campus – 601 NW Ft. Sill Blvd.)**

The North half (N1/2), Except Lot Six (6), of Section 30, Township 2 North, Range 11 WIM, Comanche County, Oklahoma, containing 314.33 acres more or less.

/ **Tract XI: (MacArthur High School Campus – 4400 E. Gore Blvd.)**

The East Half of the Southeast Quarter (E1/2 SE1/4), of Section Twenty-seven (27), Township Two (2) North, Range Eleven (11) West of I.M., Comanche County, Oklahoma, according to the U.S. Government Survey thereof.

**Tract XII: (Gateway Success Center (Douglass) Campus – 102 East Gore Blvd.)**

1 26  
All of Block Sixteen (16), Vernon Addition to the City of Lawton, Oklahoma, as shown by the official plat now on file in the County Clerk's office, Comanche County, Oklahoma.

**Tract XIII: (MacArthur Middle School Campus – 510 NE 45<sup>th</sup>)**

/ A Tract beginning at a Point 900 feet West of the Northeast Corner of the Southwest Quarter (SW1/4) Section Twenty-six (26), Township Two (2) North, Range Eleven (11) West, I.M., Comanche County, Oklahoma; THENCE West for a distance of 640 feet; THENCE South for a distance of 340 feet; THENCE East for a distance of 640 feet; THENCE North for a distance of 340 feet to the point of beginning, containing 5.0 acres, more or less, according to the U.S. Government Survey thereof.

**Tract XIV: (Tomlinson Middle School Campus – 702 NW Homestead Dr.)**

/ Beginning at a point 175' Easterly of the SW corner of the Northeast Quarter (NE/4) of Section Twenty-six (26), Township Two North (T2N), Range Twelve West (R12W), I.M., Comanche County, Oklahoma; said point of beginning being on the south line of the Northeast Quarter (NE/4) of Section Twenty-six (26), Township Two North (T2N), Range Twelve West (R12W), I.M., thence North 960 feet; thence East 715 feet; thence South 8 degrees 54 minutes east a distance of 202.72 feet; thence on a curve to the left having a radius of 2046.28 feet a distance of 294.05 feet; thence South 17 degrees 08 minutes East a distance of 306.81 feet; thence on a curve to the right having a radius of 212.73 feet a distance of 194.62 feet; thence South 35 degrees 17 minutes West a distance of 873.85 feet to the point of beginning, containing 17.91 acres more or less.

**Tract XV: (Central Middle School Campus – 1201 NW Ft. Sill Blvd.)**

Commencing at the Northwest corner of Section 30, Township Two North (T-2-N), Range Eleven West (R-11-W), Indian Meridian, Comanche County, Oklahoma; thence South  $00^{\circ}17'58''$  West along the section line a distance of 1203.8 feet; thence North  $89^{\circ}57'31''$  East a distance of 1163.14 feet to the point of beginning; this point being the northeast corner of that certain property previously conveyed to the Board of Education of the Independent School District #8 as recorded in Book 381 on Page 390 of the records of the Comanche County Clerk.

Thence North  $00^{\circ}17'58''$  East a distance of 743.03 feet, this being the same line as the east boundary of that property previously conveyed as recorded in Book 2757 on Page 298 of the records of the Comanche County Clerk; Thence South  $89^{\circ}59'14''$  East a distance of 407.21 feet; Thence South  $25^{\circ}55'21''$  West a distance of 826.00 feet; Thence South  $89^{\circ}57'31''$  West a distant of 50.00 feet to the point of beginning.

And

Beginning at a point Fifty-eight and one-hundred-twenty-five thousandths (58.125) feet east and thirty-three (33) feet north of the southwest corner of the north one-half (1/2) of Section Thirty (30), Township Two (2) North, Range Eleven (11) West, Indian

Thence east Eleven-hundred-sixteen and three-hundred-seventy-five thousandth feet (1116.375), thence north One-thousand-four hundred-forty (1440) feet, thence west Eleven-hundred-sixteen and three-hundred-seventy-five thousandths feet (1116.375); thence south One-thousand-four-hundred-forty (1440) feet to the poing of beginning, containing thirty-six and eighty-five hundredths (36.85) acres, more or less.

**Tract XVI: (Ron Stephens Stadium – 1400 NW Dearborn Ave.)**

9 ✓ Beginning at a point sixty (60) feet North  $89^{\circ}36'08''$  West of the Northwest corner of Block 10, Mountain View Addition to the City of Lawton; thence North  $89^{\circ}51'29''$  West a distance of 200.00 feet; thence South  $00^{\circ}12'16''$  West a distance of 150.00 feet; thence South  $89^{\circ}51'29''$  East a distance of 200.00 feet; thence North  $00^{\circ}12'16''$  West a distance of 150.00 feet to the Point of Beginning, containing 0.6887 acres, more or less.

And

9 ✓ Beginning at a point sixty (60) feet North  $89^{\circ}49'29''$  West of the Northwest corner of Block 11, Mountain View Addition to the City of Lawton; thence North  $89^{\circ}49'29''$

West a distance of 400.23 feet; thence South  $00^{\circ}12'47''$  West a distance of 300.00 feet; thence South  $89^{\circ}51'29''$  East a distance of 400.28 feet; thence North  $00^{\circ}12'16''$  West a distance of 299.77 feet to the Point of Beginning, containing 2.7555 acres, more or less.

**Tract XVII: (Adams Elementary – 3501 NW Ferris)**

94 ✓  
All of Block 14, except Lots 1 to 8, both inclusive, in Greer Addition, Part V, to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof.

## EXHIBIT B TO LEASE PURCHASE AGREEMENT

## PAYMENT SCHEDULE

<b>Commencement Date:</b>	<b>3/29/2018</b>					
<b>Principal Amount:</b>	<b>\$55,000,000.00</b>					
<b>Imputed Interest Rate:</b>	<b>3.01%</b>					
<b>Payment Date</b>	<b>Total Payment</b>	<b>Rental Payment</b>	<b>Annual Fee</b>	<b>Acquisition Payment</b>	<b>Property Component Acquired <sup>(1)</sup></b>	<b>Balance</b>
3/29/2018						55,000,000.00
12/1/2018	1,112,863.89	1,112,863.89				55,000,000.00
6/1/2019	9,590,750.00	827,750.00	58,000.00	8,705,000.00	A	46,295,000.00
6/1/2020	2,367,774.50	1,393,479.50	49,295.00	925,000.00	B	45,370,000.00
6/1/2021	4,764,007.00	1,365,637.00	48,370.00	3,350,000.00	C	42,020,000.00
6/1/2022	5,709,822.00	1,264,802.00	45,020.00	4,400,000.00	D	37,620,000.00
6/1/2023	10,462,982.00	1,132,362.00	40,620.00	9,290,000.00	E	28,330,000.00
6/1/2024	4,564,063.00	852,733.00	31,330.00	3,680,000.00	F	24,650,000.00
6/1/2025	6,219,615.00	741,965.00	27,650.00	5,450,000.00	G	19,200,000.00
6/1/2026	5,310,120.00	577,920.00	22,200.00	4,710,000.00	H	14,490,000.00
6/1/2027	9,798,639.00	436,149.00	17,490.00	9,345,000.00	I	5,145,000.00
6/1/2028	5,308,009.50	154,864.50	8,145.00	5,145,000.00	J	0.00

- (1) Please see Exhibit G for a description of the Property to be acquired pursuant to each Acquisition Payment.

**EXHIBIT C TO LEASE PURCHASE AGREEMENT**

**FORM OF INVESTMENT LETTER**

[See Tab 16 of the Transcript of Proceedings]

**EXHIBIT D TO LEASE PURCHASE AGREEMENT**

**CLOSING CERTIFICATE OF THE LESSEE**

[See Tab 20 of the Transcript of Proceedings]

**EXHIBIT E TO LEASE PURCHASE AGREEMENT**

**OPINION OF COUNSEL**

[See Tab 13 of the Transcript of Proceedings]

**EXHIBIT F TO LEASE PURCHASE AGREEMENT  
ESCROW AND PAYING AGENT AGREEMENT**

[See Tab 5 of the Transcript of Proceedings]

**EXHIBIT G TO LEASE PURCHASE AGREEMENT****PROPERTY COMPONENT DESCRIPTIONS**

The following groups reflect the Real Property and/or Equipment that will be acquired on each Payment Date upon payment of the respective Acquisition Payment. All cost amounts represent an approximate allocable cost based on preliminary construction estimates, and may vary depending on final project component costs.

**COMPONENT A            June 1, 2019            \$8,705,000.00**

- Improvements upon Real Property comprising the northeast component of the Eisenhower Middle School physical structure, generally described as twelve classrooms and corridor area in the northeast portion of the building on each of two floors (\$7,235,838.33), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract I described therein.
- Improvements upon Real Property comprising the safe-room facilities at Woodland Hills Elementary School (\$1,349,119.48), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract IX described therein.

**COMPONENT B            June 1, 2020            \$925,000.00**

- Equipment acquired and placed in service at Eisenhower Middle School, including gym and athletic equipment (\$286,842.50), and doors (\$630,002.96), and all as more particularly identified in Exhibit A to the Lease Purchase Agreement.

**COMPONENT C            June 1, 2021            \$3,350,000.00**

- Improvements upon Real Property comprising the safe-room facilities at Edison Elementary School (\$1,258,532.96), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract V described therein.
- Improvements upon Real Property comprising the safe-room facilities at Whittier Elementary School (\$1,337,544.39), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract VIII described therein.
- Equipment acquired and placed in service at Eisenhower Middle School, including furnishings, fixtures and equipment (\$728,997.25), and all as more particularly identified in Exhibit A to the Lease Purchase Agreement.

**COMPONENT D            June 1, 2022            \$4,400,000.00**

- Improvements upon Real Property comprising the east gymnasium, including related locker rooms and wrestling room of the Eisenhower Middle School physical structure (\$3,697,402.06), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract I described therein.

- Equipment acquired and placed in service at Eisenhower Middle School, including theater equipment (\$308,625.28) and theater seating (\$282,118.08), and all as more particularly identified in Exhibit A to the Lease Purchase Agreement.

**COMPONENT E                  June 1, 2023                  \$9,290,000.00**

- Improvements upon Real Property comprising the auditorium, fine arts classrooms, and cafeteria areas of the Eisenhower Middle School physical structure (\$8,703,488.98), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract I described therein.
- Equipment acquired and placed in service at Eisenhower Middle School, including lockers (\$489,788.32), and all as more particularly identified in Exhibit A to the Lease Purchase Agreement.

**COMPONENT F                  June 1, 2024                  \$3,680,000.00**

- Improvements upon Real Property comprising the administrative wing of the Eisenhower Middle School physical structure (\$845,145.92), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract I described therein.
- Improvements upon Real Property comprising the kitchen facilities of the Eisenhower Middle School physical structure (\$862,814.08), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract I described therein.
- Improvements upon Real Property comprising the safe-room facilities at Sullivan Village Elementary School (\$1,280,704.09), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract VII described therein.
- Equipment acquired and placed in service at Eisenhower Middle School, including food service equipment (\$656,997.00), and all as more particularly identified in Exhibit A to the Lease Purchase Agreement.

**COMPONENT G                  June 1, 2025                  \$5,450,000.00**

- Equipment acquired and placed in service at Eisenhower Middle School, including HVAC components (\$5,703,395.14), and all as more particularly identified in Exhibit A to the Lease Purchase Agreement.

**COMPONENT H                  June 1, 2026                  \$4,710,000.00**

- Improvements upon Real Property comprising the safe-room facilities at Almor West Elementary School (\$1,190,185.79), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract II described therein.
- Improvements upon Real Property comprising the safe-room facilities at Carriage Hills Elementary School (\$1,173,798.18), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract III described therein.

- Improvements upon Real Property comprising the safe-room facilities at Crosby Park Elementary School (\$1,163,464.33), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract IV described therein.
- Improvements upon Real Property comprising the safe-room facilities at Hugh Bish Elementary School (\$1,138,487.02), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract VI described therein.

**COMPONENT I                  June 1, 2027                  \$9,345,000.00**

- Improvements upon Real Property comprising the southeast component of the Eisenhower Middle School physical structure, generally described as classrooms/labs and corridor area in the southeast portion of the building on each of two floors (\$9,016,967.75), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract I described therein.

**COMPONENT J                  June 1, 2028                  \$5,145,000.00**

- Improvements upon Real Property comprising the west gymnasium, including related locker rooms, weight room, storage, and mechanical rooms of the Eisenhower Middle School physical structure (\$3,896,220.64), as more particularly described in Exhibit A to the Lease Purchase Agreement, and relating to Tract I described therein.
- All other Improvements upon Real Property and/or Equipment acquired and placed in service, as more particularly identified in Exhibit A to the Lease Purchase Agreement.

**EXHIBIT H TO LEASE PURCHASE AGREEMENT**

**FORM OF BILL OF SALE**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT the Comanche County Educational Facilities Authority, party of the first part, for and in consideration of the sum of \$\_\_\_\_\_ in hand paid by Independent School District No. 8 of Comanche County, Oklahoma, party of the second part, the receipt whereof is hereby acknowledged, have bargained and sold, and by these presents to grant, bargain, sell, transfer, and deliver unto the said party of the second part the following described property, to wit:

[Insert corresponding Property Component information, including applicable information contained in Exhibit A to the Lease Purchase Agreement]

TO HAVE AND TO HOLD THE SAME unto the party of the second part, its heirs, executors, administrators and assigns forever. And said party of the first part does for its heirs, executors, administrators, covenant with said party of the second part, its executors, administrators and assigns that the Comanche County Educational Facilities Authority, the lawful owner of the said personal property hereby sold; that it is free from all encumbrances; that it has good right to sell the same as aforesaid; and that it warrants and will defend the same against the lawful claims and demands of every and all persons whomsoever.

IN WITNESS WHEREOF, the Comanche County Educational Facilities Authority, the party of the first part, does hereunto set its hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**COMANCHE COUNTY EDUCATIONAL  
FACILITIES AUTHORITY**

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

ACKNOWLEDGEMENT

STATE OF OKLAHOMA            )  
  ) SS:  
COUNTY OF COMANCHE        )

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, Chairman of the Comanche County Educational Facilities Authority, as Lessor pursuant to that certain Lease Purchase Agreement dated as of March \_\_\_, 2018, on behalf of said Lessor.

(SEAL)

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_  
My commission number: \_\_\_\_\_

**Encumbrance Register**

**Options:** Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 2003 - 5000, Fund Codes: 11

11	2003	05/11/2023	802649	WALMART STORES EAST LP	FY STAND/SCHOOL SUPPLIES FOR ESY	1,000.00
11	2004	05/12/2023	19005	AMAZON CAPITAL SERVICES INC	FY23 STANDING MAKERSPACE/STEM CAMP SUPPLIES	7,322.61
11	2005	05/12/2023	18272	B & H FOTO & ELECTRONICS CORP	FY23 STANDING MAKERSPACE/STEM CAMP SUPPLIES	3,227.04
11	2006	05/12/2023	27961	HOBBY LOBBY STORES INC	FY23 STANDING MAKERSPACE/STEM CAMP SUPPLIES	200.00
11	2007	05/12/2023	26981	BILL AND MIKES PHOTO INC	FY23 STANDING MAKERSPACE/STEM CAMP SUPPLIES	2,183.74
11	2008	05/12/2023	9252	SAMS CLUB DIRECT	FY23 STANDING MAKERSPACE/STEM CAMP SUPPLIES	361.90
11	2009	05/12/2023	802649	WALMART STORES EAST LP	FY23 STANDING MAKERSPACE/STEM CAMP SUPPLIES	800.00
11	2012	05/15/2023	28881	SUPERNOVA INTERNATIONAL INC	PORTABLE LASER & ENGRAVING MACHINE	35,500.00
11	2013	05/16/2023	27651	CENTRAL PRODUCTS LLC	HOBART DISH MACHINE	15,804.00
11	2014	05/18/2023	18608	CONSTRUCTION INDUSTRIES BOARD	RENEWAL ARTHUR SIMMONS MECH/PLMB LICENSE	400.00
11	2015	05/18/2023	927554	SIGN DYNAMIC LLC	REMOVE 3 RTU'S FROM ROOF/DOUGLASS	700.00
11	2016	05/23/2023	007427	LAURA A PUCCINO	HOTEL & TRAVEL PER DIEM/CCOSA JUNE 14-16, 2023	500.00
11	2017	05/23/2023	928891	CERTIFIED COMMERCIAL RESTORATION LL	WATER LEAK CLEAN UP/LHS	3,000.00
11	2018	05/23/2023	4267	PERKINS OFFICE MACHINES INC	REPAIR ALARM/SHOEMAKER SAFE	107.50
11	2019	05/23/2023	27667	KEVIN BECKMAN	JOM NATIVE AMERICAN SENIOR YARD SIGNS.	1,640.00
11	2020	05/31/2023	19080	IDN H HOFFMAN INC	DOOR LOCKS/DIST WIDE	923.00
11	2021	06/07/2023	19005	AMAZON CAPITAL SERVICES INC	SUPPLIES	448.45
11	2022	06/07/2023	066063	DOUGLAS EBEN BROWN	MEAL PER DIEM FOR CCOSSA	160.00
11	2023	06/12/2023	18608	CONSTRUCTION INDUSTRIES BOARD	MECH CONTRACTORS LICENSE RENEWAL PATRICK DIAZ	200.00

<b>Non-Payroll Total:</b>	<b>\$74,478.24</b>
<b>Payroll Total:</b>	<b>\$0.00</b>
<b>Balance Forward:</b>	<b>\$0.00</b>
<b>Report Total:</b>	<b>\$74,478.24</b>

**LAWTON PUBLIC SCHOOLS**

**Encumbrance Register**

**Options:** Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 124 - 5000, Fund Codes: 21

21	125	05/16/2023	928867	CROPPER GIS CONSULTING LLC	HOSTING ONLINE INTERACTIVE MAP FOR LPS	6,000.00
21	128	05/23/2023	19080	IDN H HOFFMAN INC	LOCK CYLINDERS DIST WIDE	923.00
21	129	05/31/2023	4267	PERKINS OFFICE MACHINES INC	FIRE ALARM REPAIR/WHITTIER	1,290.00
21	131	06/13/2023	12996	STATE DEPT OF EDUCATION	PAY BACK CONSTRUCTION CHARGES (DAVISBACON)	2,279,728.25

<b>Non-Payroll Total:</b>	<b>\$2,287,941.25</b>
<b>Payroll Total:</b>	<b>\$0.00</b>
<b>Balance Forward:</b>	<b>\$0.00</b>
<b>Report Total:</b>	<b>\$2,287,941.25</b>

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 235 - 5000, Fund Codes: 33

33	235	06/13/2023	28010	VARSITY BRANDS HOLDING CO INC	POLY WIND SCREENS-ATHLETIC	10,298.20
					FIELDS-EHS/LHS/MHS	

<b>Non-Payroll Total:</b>	<b>\$10,298.20</b>
<b>Payroll Total:</b>	<b>\$0.00</b>
<b>Balance Forward:</b>	<b>\$0.00</b>
<b>Report Total:</b>	<b>\$10,298.20</b>

**LAWTON PUBLIC SCHOOLS**

**Encumbrance Register**

**Options:** Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, PO Range: 1 - 5000, Fund Codes: 11

11	1	07/01/2023	27108	NRTH AMERICAN INSUR AGENCY OF LAWTON	PROPERTY INSURANCE	4,880,894.00
11	2	07/01/2023	379	PUBLIC SERVICE COMPANY OF OKLAHOMA	UTILITIES	1,500,000.00
11	3	07/01/2023	18700	CENTERPOINT ENERGY ARKLA	UTILITIES/GAS	550,000.00
11	4	07/01/2023	423	CITY OF LAWTON	UTILITIES/WATER	260,190.11
11	5	07/01/2023	400	DPW/DFAS DISPERSING	UTILITIES/ELECTRIC WATER GAS	318,000.00
11	6	07/01/2023	19213	OKLAHOMA SCHOOLS INSURANCE GROUP	FY STAND/PROPERTY CASUALTY INSURANCE	244,517.62
11	7	07/01/2023	915807	ROSENSTEIN FIST & RINGOLD INC	FY STAND/LEGAL SERVICES	183,700.00
11	8	07/01/2023	926817	CE WADE JR PLLC	FY STAND/LEGAL SERVICES	139,000.00
11	9	07/01/2023	11653	OKLAHOMA STATE SCHOOL BOARD ASSOCIATION	OSSBA SERVICES	25,750.00
11	10	07/01/2023	1693	COMANCHE COUNTY ELECTION BD	ELECTION EXPENSES	15,000.00
11	11	07/01/2023	13783	MILITARY IMPACTED SCHOOL ASSOC INC	DUES	6,000.00
11	12	07/01/2023	9932	OK ASSOCIATION SERVING IMPACTED SC	DUES	3,500.00
11	13	07/01/2023	4052	NAFIS	DUES	8,369.00
11	14	07/01/2023	926944	MARY E JOHNSON & ASSOCIATES PLLC	FY STAND/AUDIT SERVICES	44,000.00
11	15	07/01/2023	15013	USSA	REGISTRATIONS/DUES	3,000.00
11	16	07/01/2023	620	OKLAHOMA ASBO	REGISTRATIONS	4,000.00
11	17	07/01/2023	27818	MUNICIPAL ACCOUNTING SYSTEMS INC	FEDERAL TAX FORMS	4,000.00
11	18	07/01/2023	1454	OKLA EMPLOYMENT SECURITY COMM	UNEMPLOYMENT	150,000.00
11	19	07/01/2023	928470	ASAP ENERGY INC	FY STAND/FUEL	675,000.00
11	20	07/01/2023	417	GLENN OIL COMPANY	FY STAND/FUEL	225,000.00
11	21	07/01/2023	928854	EARNHEART CRESCENT LLC	FY STANDING/FUEL	110,000.00
11	22	07/01/2023	154207	KEVIN W HIME	FY STAND/STATE TRAVEL	20,000.00
11	23	07/01/2023	154288	JASON M JAMES	FY STAND/TRAVEL/REIMB/CONF REGISTRATION	20,000.00
11	24	07/01/2023	008376	JAMES L GIBBS	FY STAND/TRAVEL/REIMBURSEMENTS	20,000.00
11	25	07/01/2023	918447	OKLAHOMA SCHOOL ASSURANCE GROUP	FY STAND/WORKERS COMPENSATION INSURANCE	672,000.00
11	26	07/01/2023	28277	CLOSE UP FOUNDATION	CLOSE UP WASHINGTON PROGRAM ( STUDENT COST)	50,000.00
11	28	07/01/2023	27720	ROBERT L HINER	LABOR & MATLS TO REPAIR GYM FLOOR MMS 2022112379	9,707.00
11	29	07/01/2023	813	CLAYCO INDUSTRIES INC	LABOR & MATLS/ROOF REPLACEMENT/MHS AUDITORIUM	110,938.39
11	30	07/01/2023	813	CLAYCO INDUSTRIES INC	LABOR & MATLS/ROOF REPLACEMENT/9THWING&LIB	364,295.00
11	31	07/01/2023	27956	LENNOX INDUSTRIES	RTU - MHS RM 145 PARTS ONLY	9,543.00

## LAWTON PUBLIC SCHOOLS

## Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, PO Range: 1 - 5000, Fund Codes: 11

11	32	07/01/2023	928798	AVENUE C GLASS LLC	LABOR & PARTS/REPLACE GLASS/EMS ENTRY WAY	3,915.00
11	33	07/01/2023	27956	LENNOX INDUSTRIES	RTU EHS CHEM LAB/2023-11- 1942	11,162.00
11	34	07/01/2023	1148	GREAT PLAINS TECHNOLOGY CENTER	TITLE I STANDING - SCORE PROGRAM (9TH-12TH)	330,000.00
11	35	07/01/2023	927865	OKLAHOMA COPIER SOLUTIONS	TITLE I STANDING - COPIER MAINT. (PK-12TH)	62,000.00
11	36	07/01/2023	924863	THE LEARNING PROJECT	TITLE III EL - VIDEOS FOR PARENT MEETINGS	1,400.00
11	37	07/01/2023	27663	DOCUSIGN INC	TITLE I - E-SIGNATURE SERVICES	5,980.00
11	38	07/01/2023	26621	FOOTAGE FIRM INC	TITLE I STORYBLOCKS LICENSES (PK-12TH)	18,000.00
11	39	07/01/2023	28916	APPTEGY INC	TITLE I PFE - THRILLSHARE & ROOMS (PK-12TH)	53,447.23
11	40	07/01/2023	628	CONTINENTAL PRESS INC	TITLE III EL FINISH LINE EBOOKS (6TH-8TH)	1,170.00
11	41	07/01/2023	26564	ESGI LLC	TITLE I ESGI LICENSES (PK)	8,880.00
11	42	07/01/2023	27816	GIMKIT INC	TITLE I GIMKIT SCHOOL LICENSES (PK-12TH)	1,000.00
11	43	07/01/2023	297	SOCIAL STUDIES SCHOOL SERVICE	TITLE I NYSTROM WORK E-ATLAS (6TH-8TH)	484.38
11	44	07/01/2023	14222	MORRIS PRINTING GROUP INC	TITLE I STUDENT PLANNERS PFE PIONEER PRK (3RD-5TH)	1,962.00
11	45	07/01/2023	14222	MORRIS PRINTING GROUP INC	TITLE I STUDENT PLANNERS PFE PAT HENRY (3RD-5TH)	1,228.00
11	46	07/01/2023	14222	MORRIS PRINTING GROUP INC	TITLE I STUDENT PLANNERS PFE WHITTIER (1ST-5TH)	1,581.50
11	47	07/01/2023	14222	MORRIS PRINTING GROUP INC	TITLE I STUDENT PLANNERS PFE FREEDOM (3RD-5TH)	1,530.00
11	48	07/01/2023	14222	MORRIS PRINTING GROUP INC	TITLE I STUDENT PLANNERS PFE CROSBY PARK (3RD-5TH)	783.00
11	49	07/01/2023	14222	MORRIS PRINTING GROUP INC	TITLE I STUDENT PLANNERS PFE CLEVELAND (3RD-5TH)	1,044.00
11	50	07/01/2023	14222	MORRIS PRINTING GROUP INC	TITLE I STUDENT PLANNERS PFE LINCOLN (PK-5TH)	2,575.00
11	51	07/01/2023	14222	MORRIS PRINTING GROUP INC	TITLE I STUDENT PLANNERS PFE SULLIVAN VLG (PK-5TH)	2,231.50
11	52	07/01/2023	21816	ROCHESTER 100 INC	TITLE I COMMUNICATION FOLDERS PFE FREEDOM (PK-5TH)	1,551.50
11	53	07/01/2023	21816	ROCHESTER 100 INC	TITLE I COMMUNICATION FOLDERS PFE EDISON (PK-5TH)	1,050.00
11	54	07/01/2023	21816	ROCHESTER 100 INC	TITLE I COMMUNICATION FOLDERS PFE CROSBY (PK-5TH)	600.00
11	55	07/01/2023	21816	ROCHESTER 100 INC	TITLE I COMMUNICATION FOLDERS PFE LINCOLN (PK-5TH)	560.00
11	56	07/01/2023	21816	ROCHESTER 100 INC	TITLE I COMMUNICATION FOLDERS PFE WHE (PK-5TH)	1,050.00
11	57	07/01/2023	21816	ROCHESTER 100 INC	TITLE I COMMUNICATION FOLDERS PFE PH (PK-5TH)	1,004.00

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11	58	07/01/2023	21816	ROCHESTER 100 INC	TITLE I COMMUNICATION FOLDERS PFE PP (3RD-5TH)	725.00
11	59	07/01/2023	21816	ROCHESTER 100 INC	TITLE I COMMUNICATION FOLDERS PFE WES (PK-5TH)	420.00
11	60	07/01/2023	21816	ROCHESTER 100 INC	TITLE I COMMUNICATION FOLDERS PFE SV (K-5TH)	725.00
11	61	07/01/2023	21816	ROCHESTER 100 INC	TITLE I COMMUNICATION FOLDERS CLEVELAND (PK-5TH)	600.00
11	62	07/01/2023	21816	ROCHESTER 100 INC	TITLE I COMMUNICATION FOLDERS PFE ALMOR (PK-5TH)	471.25
11	63	07/01/2023	002302	DONNA A SEYMOUR	TITLE I PD STANDING STATE TRAVEL	700.00
11	64	07/01/2023	153971	OSCAR D LOPEZ-THIEL	TITLE I HOMELESS STANDING LOCAL TRAVEL	700.00
11	65	07/01/2023	006509	ELLEN E ROBINSON	CAC STANDING STATE TRAVEL	700.00
11	66	07/01/2023	001000	DONNIE W LAWSON	TITLE I HOMELESS STANDING LOCAL TRAVEL	400.00
11	67	07/01/2023	009705	MELVIN HOSKIN	TITLE I HOMELESS STANDING LOCAL TRAVEL	400.00
11	68	07/01/2023	000048	MICHAEL W BURRIS	TITLE I HOMELESS STANDING LOCAL TRAVEL	400.00
11	69	07/01/2023	005308	AMANDA TAYLOR	CAC STANDING STATE TRAVEL	700.00
11	70	07/01/2023	008077	TERESA M DONAHUE	CAC STANDING STATE TRAVEL	1,500.00
11	71	07/01/2023	19005	AMAZON CAPITAL SERVICES INC	TITLE III EL STANDING EL SUPPLIES (PK-12TH)	500.00
11	72	07/01/2023	802649	WALMART STORES EAST LP	TITLE III EL STANDING PO PFE	75.00
11	73	07/01/2023	25227	EDMENTUM INC	TITLE I STUDY ISLAND, EXACT PATH, ETC. K-12TH	900,000.00
11	74	07/01/2023	154302	KRISTA L STEINER	TITLE III EL STANDING PD TRAVEL EXPENSES	2,500.00
11	75	07/01/2023	19809	STAPLES CONTRACT & COMMERCIAL INC	CAC STANDING - PROGRAM SUPPLIES	2,000.00
11	76	07/01/2023	19005	AMAZON CAPITAL SERVICES INC	CAC STANDING - PROGRAM SUPPLIES	3,000.00
11	77	07/01/2023	19005	AMAZON CAPITAL SERVICES INC	TITLE I HOMELESS STANDING - PROGRAM SUPPLIES	2,000.00
11	78	07/01/2023	19809	STAPLES CONTRACT & COMMERCIAL INC	TITLE I HOMELESS STANDING - PROGRAM SUPPLIES	1,000.00
11	79	07/01/2023	802649	WALMART STORES EAST LP	TITLE I HOMELESS STANDING - STUDENT SUPPLIES	10,000.00
11	80	07/01/2023	19005	AMAZON CAPITAL SERVICES INC	TITLE I PD STANDING - PD MATERIALS	1,000.00
11	81	07/01/2023	19809	STAPLES CONTRACT & COMMERCIAL INC	TITLE I PD STANDING - PD MATERIALS	500.00
11	82	07/01/2023	19005	AMAZON CAPITAL SERVICES INC	OFFICE 105 STANDING - OFFICE SUPPLIES	500.00
11	83	07/01/2023	802649	WALMART STORES EAST LP	MV STANDING - HOMELESS STUDENT ITEMS	6,000.00
11	84	07/01/2023	19809	STAPLES CONTRACT & COMMERCIAL INC	MV STANDING - HOMELESS PROGRAM SUPPLIES	1,000.00

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11	85	07/01/2023	19005	AMAZON CAPITAL SERVICES INC	MV STANDING - HOMELESS STUDENT ITEMS	4,000.00
11	86	07/01/2023	19809	STAPLES CONTRACT & COMMERCIAL INC	DELINQUENT STANDING - INSTRUCTIONAL SUPPLIES	500.00
11	87	07/01/2023	19005	AMAZON CAPITAL SERVICES INC	DELINQUENT STANDING - INSTRUCTIONAL SUPPLIES	500.00
11	88	07/01/2023	19809	STAPLES CONTRACT & COMMERCIAL INC	NEGLECTED STANDING - INSTRUCTIONAL SUPPLIES	500.00
11	89	07/01/2023	19005	AMAZON CAPITAL SERVICES INC	NEGLECTED STANDING - INSTRUCTIONAL SUPPLIES	500.00
11	90	07/01/2023	26119	CELLCO PARTNERSHIP	ARP HOMELESS #1 STANDING - HOMELESS STUDENT SVC	2,000.00
11	91	07/01/2023	055700	ALAN R TEAGUE	TITLE I HOMELESS STANDING - LOCAL TRAVEL EXPENSES	400.00
11	92	07/01/2023	013253	ANDREA SIGRID WINSTEAD	TITLE I HOMELESS STANDING - TRAVEL EXPENSES	400.00
11	93	07/01/2023	26830	IMAGINATION STATION INC	DISTRICT 105 - I STATION ASSESSMENT FOR EL	168.75
11	94	07/01/2023	28064	PIFER-BRIGHAM LLC	TITLE III EL - DIGITAL SUBSCRIPTION (6TH-8TH)	540.00
11	95	07/01/2023	27736	LANGUAGE LINE SERVICES INC	TITLE III EL STANDING - INTERPRETATION SERVICES	1,500.00
11	96	07/01/2023	27736	LANGUAGE LINE SERVICES INC	TITLE I PFE STANDING - INTERPRETATION SERVICES	2,300.00
11	97	07/01/2023	19005	AMAZON CAPITAL SERVICES INC	TITLE III EL - HEADPHONES FOR EL (PK-12TH)	7,048.50
11	98	07/01/2023	28907	NOVEL EFFECT INC	TITLE I NOVEL EFFECT SCHOOL PLAN	7,634.70
11	99	07/01/2023	927170	OKLAHOMA ASSISTIVE TECHNOLOGY AND EDUCAT	IDEA - OATECA SYSTEM FOR SP ED K-12TH	133,000.00
11	100	07/01/2023	28000	LEXIA LEARNING SYSTEMS LLC	IDEA - LEXIA CORE5 READING FOR SP ED K - 5TH	89,300.00
11	101	07/01/2023	28000	LEXIA LEARNING SYSTEMS LLC	TITLE I - LEXIA ENGLISH FOR EL K - 5TH	20,000.00
11	102	07/01/2023	22102	BRAINPOP LLC	TITLE I BRAINPOP FOR EL 6TH - 12TH	5,827.50
11	103	07/01/2023	27697	INSTRUCTURE INC	TITLE I MASTERY ITEM BANK SUBSCRIPTION PK-12TH	23,514.15
11	104	07/01/2023	27158	COUGHLAN COMPANIES LLC	TITLE I PEBBLEGO SUBSCRIPTION PK-5TH	31,253.17
11	105	07/01/2023	27772	RAZOR SPARROW LLC	TITLE I GRADE TRANSFERER SUBSCRIPTION PK-12TH	5,705.59
11	106	07/01/2023	27699	SEESAW LEARNING INC	TITLE I SEESAW DISTRICT SUBSCRIPTION PK - 5TH	26,230.00
11	107	07/01/2023	21292	CENGAGE LEARNING INC	TITLE I GALE/CENGAGE DATABASES & EBOOKS 6TH - 12TH	31,676.48
11	108	07/01/2023	22102	BRAINPOP LLC	TITLE I BRAINPOP SOFTWARE K - 8TH	60,210.75

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11	109	07/01/2023	27687	NEARPOD INC	TITLE I NEARPOD PREMIUM & FLOCABULARY PK - 12TH	126,760.00
11	110	07/01/2023	25141	TYPING AGENT LLC	TITLE I TYPING AGENT STUDENT SUBSCRIPTION K - 12TH	11,308.50
11	111	07/01/2023	27245	NOTABLE INCORPORATED	TITLE I KAMI DISTRICT PLAN LICENSES PK - 12TH	21,560.00
11	112	07/01/2023	27286	WONDER WORKSHOP INC	TITLE I TECH CENTER SUCCESS PK SUBSCRIPTION PK-5TH	1,495.00
11	113	07/01/2023	27314	EBSCO INDUSTRIES, INC	TITLE I PREP STEP & LEARNING EXPRESS 9TH - 12TH	4,725.00
11	114	07/01/2023	003718	CHARLES JON KIRCHEN	SCHOOL IMPROVEMENT 515 PD TRAVEL EXPENSES	701.09
11	115	07/01/2023	003524	RACHAEL C MARCO	SCHOOL IMPROVEMENT 515 PD TRAVEL EXPENSES	701.08
11	116	07/01/2023	151918	TRAVIS J POOL	SCHOOL IMPROVEMENT 515 PD TRAVEL EXPENSES	435.82
11	117	07/01/2023	008973	DEANNA KAY BURKEY	SCHOOL IMPROVEMENT 515 PD TRAVEL EXPENSES	435.82
11	118	07/01/2023	014086	KEVAN N FORTNEY-REESE	SCHOOL IMPROVEMENT 515 PD TRAVEL EXPENSES	435.82
11	119	07/01/2023	152148	ANDREW V REIL	SCHOOL IMPROVEMENT 515 PD TRAVEL EXPENSES	435.82
11	120	07/01/2023	012989	CATHERINE ELIZABETH SMITH	SCHOOL IMPROVEMENT 515 PD TRAVEL EXPENSES	435.82
11	121	07/01/2023	9252	SAMS CLUB DIRECT	TITLE I STANDING BULK COPY PAPER (PK -12TH)	32,000.00
11	122	07/01/2023	10897	STATE OF OKLAHOMA	TITLE I STANDING CONCURRENT ENROLLMENT (9TH-12TH)	200,000.00
11	123	07/01/2023	26822	EDUSKILLS LLC	TITLE III EL CLOUD DATABASE (PK -12TH)	31,900.00
11	124	07/01/2023	28065	JPMORGAN CHASE BANK	FY STAND/PROFESSIONAL DEVELOPMENT	45,000.00
11	125	07/01/2023	919539	ALLIED LAB INC	FY STAND/DRUG TESTING/ATHLETIC	15,000.00
11	126	07/01/2023	000901	MARY E COTTON	FY STAND/LOCAL TRAVEL	1,300.00
11	127	07/01/2023	013968	REBECCA JANE BOYD	FY STAND/LOCAL TRAVEL	1,300.00
11	128	07/01/2023	153886	SAVANNAH M DIEHL	FY STAND/LOCAL TRAVEL	1,300.00
11	129	07/01/2023	011913	ELIZABETH A BELLOFATTO	FY STAND/LOCAL TRAVEL	800.00
11	130	07/01/2023	154539	TORI D CODOPONY	FY STAND/LOCAL TRAVEL	650.00
11	131	07/01/2023	006934	PETRA R CASTO	FY STAND/LOCAL TRAVEL	300.00
11	132	07/01/2023	152176	TERRESA A PETERSON	FY STAND/LOCAL TRAVEL	500.00
11	133	07/01/2023	154389	CAREA SMITH	FY STAND/LOCAL TRAVEL	300.00
11	134	07/01/2023	154543	BRANDI R HARGROVE	FY STAND/LOCAL TRAVEL	800.00
11	135	07/01/2023	055757	HEATHER BARTLETT	FY STAND/LOCAL TRAVEL	800.00
11	136	07/01/2023	26078	E3 DIAGNOSTICS INC	FY STAND/AUDIO&TYMPANOMETER MAINTENANCE	600.00
11	137	07/01/2023	27589	AMERICAN HEART ASSOCIATION INC	FY STAND/CPR ONLINE TRAINING LINKS	5,000.00

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11	138	07/01/2023	802649	WALMART STORES EAST LP	NURSING SUPPLIES	1,432.69
11	139	07/01/2023	9252	SAMS CLUB DIRECT	NURSING SUPPLIES	679.08
11	140	07/01/2023	18754	SCHOOL NURSE SUPPLY, INC.	NURSING SUPPLIES	2,200.24
11	141	07/01/2023	27963	SCHOOL HEALTH CORPORATION	NURSING SUPPLIES	281.92
11	142	07/01/2023	24789	WORLD POINT ECC INC	NURSING SUPPLIES	1,954.05
11	143	07/01/2023	19005	AMAZON CAPITAL SERVICES INC	NURSING SUPPLIES	2,264.11
11	144	07/01/2023	000901	MARY E COTTON	MEAL PER DIEM	96.00
11	145	07/01/2023	153886	SAVANNAH M DIEHL	MEAL PER DIEM	96.00
11	146	07/01/2023	055757	HEATHER BARTLETT	MEAL PER DIEM	96.00
11	147	07/01/2023	013968	REBECCA JANE BOYD	MEAL PER DIEM	96.00
11	148	07/01/2023	152595	ROBERT A JOLLEY	MEAL PER DIEM	172.50
11	149	07/01/2023	16076	FARM PLAN (ACCT #75334-94733)	FY STAND/K9 SUPPLIES	2,000.00
11	150	07/01/2023	926990	LAWTON COMMUNICATIONS LLC	FY STAND/RADIO REPAIR/BATTERIES	2,100.00
11	151	07/01/2023	28034	MORPHO USA INC	FY STAND/SECURITY BACKGROUND CHECKS	35,180.00
11	152	07/01/2023	152268	CAROL J MCPHAIL	FY STAND/LOCAL TRAVEL	500.00
11	153	07/01/2023	23636	RONALD WEBB	FY STAND/BADGES	100.00
11	154	07/01/2023	19005	AMAZON CAPITAL SERVICES INC	FY STAND/SUPPLIES	2,000.00
11	155	07/01/2023	802649	WALMART STORES EAST LP	FY STAND/GT SUPPLIES	2,000.00
11	156	07/01/2023	19005	AMAZON CAPITAL SERVICES INC	FY STAND/SUPPLIES	3,000.00
11	157	07/01/2023	19809	STAPLES CONTRACT & COMMERCIAL INC	FY STAND/SUPPLIES	3,000.00
11	158	07/01/2023	066063	DOUGLAS EBEN BROWN	FY STAND/STATE TRAVEL	14,000.00
11	159	07/01/2023	27973	FORT SILL MWR FUND	FY STAND/GOLF COURSE RENTAL	1,500.00
11	160	07/01/2023	2913	LAWTON MUNICIPAL GOLF COURSE	FY STAND/GOLF COURSE RENTAL	2,000.00
11	161	07/01/2023	1809	YOUNG MENS CHRISTIAN ASSOCIATION OF LAWT	FY STAND/SWIMMING POOL RENTAL	6,000.00
11	162	07/01/2023	24684	AGILE SPORTS TECHNOLOGIES INC	FOOTBALL PROGRAM PACKAGE EHS LHS MHS	39,000.00
11	163	07/01/2023	28629	SWAY MEDICAL INC	SPORTS HEALTH PROFILES	1,966.50
11	164	07/01/2023	908814	COMANCHE CO MEMORIAL HOSPITAL	FY STAND/AMBULANCE SERVICES	3,000.00
11	165	07/01/2023	19809	STAPLES CONTRACT & COMMERCIAL INC	FY STAND/OFFICE SUPPLIES-	2,500.00
11	166	07/01/2023	27969	THE OKLAHOMA PUBLISHING COMPANY	FY STAND/NEWSPAPER ADS	525.00
11	167	07/01/2023	916892	COMANCHE COUNTY HEALTH DEPT	FY STAND/HEP B VACCINATIONS	300.00
11	168	07/01/2023	27953	SOUTHERN NEWSPAPERS INC	FY STAND/NEWSPAPER ADS	1,500.00
11	169	07/01/2023	19005	AMAZON CAPITAL SERVICES INC	FY STAND/NEWSPAPER ADSCUSTODIAL & OFFICE SUPPLIES	1,000.00
11	170	07/01/2023	25733	GLOBAL COMPLIANCE NETWORK INC	UNLMTD PKG DIST PROFESSIONAL DEVELOPMENT	2,700.00
11	171	07/01/2023	15013	USSA	FY STAND/CONFERENCE REGISTRATION	500.00
11	172	07/01/2023	19005	AMAZON CAPITAL SERVICES INC	FY STAND/INSTRUCTIONAL SUPPLIES	8,000.00

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11	173	07/01/2023	927825	BOTTLELESS WATER SOLUTIONS LLC	FY STAND/MAINTENANCE WARRANTY AGREEMENT	22,500.00
11	174	07/01/2023	28032	ORGANIZATION OF RUAL OK SCHOOLS	MEMBERSHIP DUES FOR FY24	600.00
11	175	07/01/2023	1062	OKLAHOMA SAFETY COUNCIL	OKLA. SAFETY COUNCIL MEMBERSHIP DUES	100.00
11	176	07/01/2023	16640	STAPLES CONTRACT & COMMERCIAL INC	FY STAND/SUPPLIES FOR NEW TEACHERS' MEETINGS	500.00
11	177	07/01/2023	9252	SAMS CLUB DIRECT	FY STAND/SUPPLIES FOR NEW TEACHERS' MEETINGS	500.00
11	178	07/01/2023	28313	PINHIGH INVESTMENTS	FY STAND/ADVERTISING DESIGN ON BENCHES/LRC	9,600.00
11	179	07/01/2023	12996	STATE DEPT OF EDUCATION	FY STAND/APPLICATION FEES FOR ADJUNCT TEACHERS	1,425.00
11	180	07/01/2023	6556	EMPLOYEE EVALUATION SYSTEM INC	FY STAND/EVALUATIONS (TEACHERS/LEADERS)	33,200.00
11	181	07/01/2023	8094	A-1 APPLIANCE COMPANY	SMALL KITCHEN REPAIRS	300.00
11	182	07/01/2023	903404	CARLS REFRIGERATION	FY STAND/REFRIGERATION PARTS AND REPAIR	40,000.00
11	183	07/01/2023	8094	A-1 APPLIANCE COMPANY	FY STAND/PARTS FOR REPAIRS OF KITCHEN EQUIPMENT	300.00
11	184	07/01/2023	19005	AMAZON CAPITAL SERVICES INC	FY STAND/SUPPLIES	2,500.00
11	185	07/01/2023	27692	DANIEL GHRAYYEB	FY STAND/EMERGENCY SUPPLIES	500.00
11	186	07/01/2023	11236	OK DHS FINANCE	ASSESSMENT FEE FOR COMMODITIES	25,000.00
11	187	07/01/2023	13687	ECOLAB INC	FY STAND/KITCHEN SUPPLIES/SMALL EQUIPMENT	1,000.00
11	188	07/01/2023	3410	EDWARD DON & COMPANY	FY STAND/KITCHEN SUPPLIES/SMALLWARES	45,000.00
11	189	07/01/2023	925441	ITW FOOD EQUIPMENT GROUP LLC	FY STAND/PARTS & SUPPLIES	25,000.00
11	190	07/01/2023	3411	HAGAR RESTAURANT EQUIPMENT SUPPLY INC	FY STAND/REPAIR PARTS & SUPPLIES	15,000.00
11	191	07/01/2023	011454	HOLLY COLEMAN	FY STAND/LOCAL TRAVEL	700.00
11	192	07/01/2023	923762	IMC WASTE DISPOSAL INC	FY STAND/GREASE TRAP PUMPING	20,000.00
11	193	07/01/2023	6688	LOCKE SUPPLY COMPANY	FY STAND/KITCHEN SUPPLIES/REPAIR PARTS	1,000.00
11	194	07/01/2023	802734	LOWE'S HOME CENTERS INC	FY STAND/KITCHEN SUPPLIES	2,500.00
11	195	07/01/2023	901268	NIX TIRE	FY STAND/TIRE REPAIR	100.00
11	196	07/01/2023	273	ROYS AUTO SUPPLY	FY STAND/REPAIR PARTS	500.00
11	197	07/01/2023	900393	R & R WATER CONDITIONING LLC	FY STAND/SALT FOR WATER SOFTNER/CMS	2,000.00
11	198	07/01/2023	9252	SAMS CLUB DIRECT	FY STAND/KITCHEN SUPPLIES	2,000.00
11	199	07/01/2023	2979	SANDERS HARDWARE	FY STAND/SMALL WARES KITCHEN EQUIP	100.00
11	200	07/01/2023	919021	SODEXO OPERATIONS LLC	FY STAND/MANAGEMENT SERVICES	1,500,000.00
11	201	07/01/2023	298	SOUTHWEST CHEMICAL CO	FY STAND/SMALLWARES FOR KITCHENS	500.00

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11	202	07/01/2023	19809	STAPLES CONTRACT & COMMERCIAL INC	FY STAND/OFFICE SUPPLIES	3,500.00
11	203	07/01/2023	20706	T & W TIRE LLC	FY STAND/TIRES	3,000.00
11	204	07/01/2023	11945	UNITED REFRIGERATION INC	FY STAND/PARTS & SUPPLIES	30,000.00
11	205	07/01/2023	008483	VERNA M ALGER	FY STAND/LOCAL TRAVEL	500.00
11	206	07/01/2023	802649	WALMART STORES EAST LP	FY STAND/NON-FOOD SUPPLIES	500.00
11	207	07/01/2023	11273	WINSUPPLY LAWTON	FY STAND/PARTS/SUPPLIES	10,000.00
11	208	07/01/2023	19295	TAKKT AMERICA HOLDING INC	FY STAND/KITCHEN SMALL WARES	20,000.00
11	209	07/01/2023	423	CITY OF LAWTON	FY STAND/GREASE TRAP TESTING FEE	500.00
11	210	07/01/2023	27651	CENTRAL PRODUCTS LLC	KITCHEN EQUIPMENT FOR NEW HORIZON	36,908.73
11	211	07/01/2023	925441	ITW FOOD EQUIPMENT GROUP LLC	INSTALL OF NEW DISH MACHINE AT NEW HORIZON	2,298.00
11	212	07/01/2023	27493	HUNZICKER BROTHERS INC	FY STAND/ELECTRICAL SUPPLIES	5,000.00
11	213	07/01/2023	802750	GREG W COX, INC	FY STAND/REPAIR PARTS & SUPPLIES	2,000.00
11	214	07/01/2023	28731	GRAYBAR ELECTRIC CO INC	FY STAND REPAIR PARTS & SUPPLIES	650.00
11	215	07/01/2023	15306	DELL MARKETING LP	ADOBE RENEWAL	11,920.00
11	216	07/01/2023	2188	CED INC	FY STAND REPAIR PARTS & SUPPLIES	1,500.00
11	217	07/01/2023	2979	SANDERS HARDWARE	FY STAND/REPAIR PARTS & SUPPLIES	500.00
11	218	07/01/2023	28620	CANUTE PUBLIC SCHOOLS	ESPORTS LICENSE/REGISTRATION	2,000.00
11	219	07/01/2023	19005	AMAZON CAPITAL SERVICES INC	FY STAND/TECHNOLOGY & SUPPLIES	69,600.00
11	220	07/01/2023	927257	COAST AUDIO VIDEO LLC	FY STAND/REPAIR PARTS	5,000.00
11	221	07/01/2023	15536	SYNERGY DATACOM SUPPLY, INC.	FY STAND/REPAIR PARTS & SUPPLIES	5,000.00
11	222	07/01/2023	926821	DIGI SECURITY SYSTEMS LLC	FY STAND/REPAIRS AND SUPPLIES	12,000.00
11	223	07/01/2023	802734	LOWE'S HOME CENTERS INC	FY STAND/AV SUPPLIES	6,700.00
11	224	07/01/2023	4267	PERKINS OFFICE MACHINES INC	FY STAND/FIBER REPAIR	1,000.00
11	225	07/01/2023	9252	SAMS CLUB DIRECT	FY STAND/TECHNOLOGY SUPPLIES	3,000.00
11	226	07/01/2023	14310	SYMBOLIC	FY STAND/COMPUTER REPAIR PARTS & TECHNOLOGY ITEMS	99,500.00
11	227	07/01/2023	802649	WALMART STORES EAST LP	FY STAND/TECHNOLOGY SUPPLIES	25,000.00
11	228	07/01/2023	28894	WHOLESALE GADGET PARTS INC	FY STAND/REPAIR PARTS AND SUPPLIES	3,000.00
11	229	07/01/2023	28516	PROFESSIONAL SOFTWARE FOR NURSES	SNAP HEALTH ELECTRONIC HEALTH RECORD SOFTWARE	9,625.00
11	230	07/01/2023	19987	DIGICERT INC	WILDCARD 1-YEAR	449.00
11	231	07/01/2023	12894	CDW GOVERNMENT, INC.	CROWDSTRIKE RENEWAL	83,532.25
11	232	07/01/2023	27439	AMPLIFIED IT LLC	ADMIN TOOLS UNLIMITED DOMAIN 1 YEAR LICENSE	7,300.00

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11	233	07/01/2023	22094	FIDELITY COMMUNICATIONS CO	FY STAND/DISTRICT PHONE LINES	3,120.00
11	234	07/01/2023	14409	OKLAHOMA STATE REGENTS FOR HIGHER EDUCAT	PALO ALTO FIREWALL LICENSE,ARCHIVAL STORAGE	27,242.00
11	235	07/01/2023	27898	INCIDENT IQ LLC	SUBSCRIPTION LICENSES	55,127.22
11	236	07/01/2023	28006	ENVI SYSTEMS RESEARCH INST INC	GIS PROFESSIONAL BASIC ONLINE USER SUBSCRIPTION	765.00
11	237	07/01/2023	25994	INET COMMUNICATIONS LLC	FY STAND/VOIP	25,134.60
11	238	07/01/2023	28223	FAXLOGIC LLC	FY STAND / FAX SERVICE 1-YR TERM	7,224.00
11	239	07/01/2023	28014	UNITED TELEDATA INC	PHONE SUPPORT	4,876.00
11	240	07/01/2023	14310	SYMBOLIC	CRADLEPOINT LICENSE SUBSCRIPTION RENEWAL	1,595.00
11	241	07/01/2023	154405	CARL D BENNETT	FY STAND/LOCAL TRAVEL	1,750.00
11	242	07/01/2023	153395	DANIEL PATRICK BILLINGS	FY STAND/LOCAL TRAVEL	1,750.00
11	243	07/01/2023	013177	EVAN ROSS BURRIS	FY STAND/LOCAL TRAVEL	1,250.00
11	244	07/01/2023	055756	DAVID CAMPOS MERCADO	FY STAND/LOCAL TRAVEL	1,250.00
11	245	07/01/2023	013853	JASON W DEBORD	FY STAND/LOCAL TRAVEL	1,250.00
11	246	07/01/2023	012668	DAVID S DODSON	FY STAND/LOCAL TRAVEL	1,750.00
11	247	07/01/2023	055745	MICHAEL G DONNELLY	FY STAND/LOCAL TRAVEL	1,250.00
11	248	07/01/2023	055996	DENNIS ESTORQUE REGACHO	FY STAND/LOCAL TRAVEL	1,250.00
11	249	07/01/2023	154410	JARED H GIBBS	FY STAND/LOCAL TRAVEL	1,250.00
11	250	07/01/2023	055992	KYLE LYNN WILLIS	FY STAND/LOCAL TRAVEL	1,250.00
11	251	07/01/2023	055660	GARY HICKS	FY STAND/LOCAL TRAVEL	1,250.00
11	252	07/01/2023	153518	BRIAN E JOHNSON	FY STAND/LOCAL TRAVEL	1,250.00
11	253	07/01/2023	006927	ARTHUR B JONES	FY STAND/LOCAL TRAVEL	1,250.00
11	254	07/01/2023	152955	LESLIE L KENSINGER	FY STAND/LOCAL TRAVEL	1,250.00
11	255	07/01/2023	055495	JUSTIN J KING	FY STAND/LOCAL TRAVEL	1,250.00
11	256	07/01/2023	001372	DAVID NMI LOYD	FY STAND/LOCAL TRAVEL	1,250.00
11	257	07/01/2023	153986	RYSHARD MARCHBANKS	FY STAND/LOCAL TRAVEL	1,250.00
11	258	07/01/2023	153015	ELDWYN R MATHIEU	FY STAND/LOCAL TRAVEL	1,250.00
11	259	07/01/2023	056019	PASCHOUD VAN ZYL	FY STAND/LOCAL TRAVEL	1,250.00
11	260	07/01/2023	055993	DAVID ELI PERRIN	FY STAND/LOCAL TRAVEL	1,250.00
11	261	07/01/2023	152220	DANIEL SANTIAGO REYES	FY STAND/LOCAL TRAVEL	1,250.00
11	262	07/01/2023	153461	SHAWN ROBERTS	FY STAND/LOCAL TRAVEL	1,000.00
11	263	07/01/2023	012296	DAVID D SMITH	FY STAND/LOCAL TRAVEL	1,750.00
11	264	07/01/2023	154406	JAMES ROBERT SMITH	FY STAND/LOCAL TRAVEL	1,250.00
11	265	07/01/2023	154411	CHRISTOPHER B ZEMLIN	FY STAND/LOCAL TRAVEL	1,250.00
11	266	07/01/2023	013255	JOSEPH L CRANDON	FY STAND/LOCAL TRAVEL	1,250.00
11	267	07/01/2023	21109	NET SOL PARENT LLC	DOMAIN NAME RENEWALS	419.90
11	268	07/01/2023	28639	WYEBOT INC	SENSORS -1YR LICENSE	6,050.00
11	269	07/01/2023	25973	METALCRAFT INC	PREMIUM POLY DIE LABELS SERIALIZED, BARCODED	1,345.00
11	270	07/01/2023	19005	AMAZON CAPITAL SERVICES INC	FY STAND/SUPPLIES	10,000.00
11	271	07/01/2023	26550	BUY101.COM LP	FY STAND/PRINTING SUPPLIES	2,000.00
11	272	07/01/2023	926707	AFFILIATED VAN LINES OF LAWTON OKLAHOMA	FY STAND/SHREDDING SERVICES	4,000.00
11	273	07/01/2023	28422	GRAPHIC SOLUTIONS GROUP INC	FY STAND/PRINT SHOP SUPPLIES	20,000.00

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11	274	07/01/2023	27792	LAB RESOURCES INC	FY STAND/PRINT SHOP SUPPLIES	5,000.00
11	275	07/01/2023	802734	LOWE'S HOME CENTERS INC	FY STAND/SUPPLIES	5,000.00
11	276	07/01/2023	27085	MIDLAND PAPER COMPANY	FY STAND/PRINT SHOP SUPPLIES	30,000.00
11	277	07/01/2023	927865	OKLAHOMA COPIER SOLUTIONS	FY STAND/SUPPLIES & MAINTENANCE/KIP	20,000.00
11	278	07/01/2023	14859	O'REILLY AUTOMOTIVE, INC.	FY STAND/VEHICLE REPAIR PARTS	1,500.00
11	279	07/01/2023	3117	PITNEY BOWES	FY STAND/LEASE AGREEMENT	25,600.00
11	280	07/01/2023	924482	PRINT FINISHING SYSTEMS	FY STAND/PRINT SHOP SUPPLIES	5,000.00
11	281	07/01/2023	9252	SAMS CLUB DIRECT	FY STAND/SUPPLIES	5,000.00
11	282	07/01/2023	907849	DAVID FARAM	FY STAND/MAILING SERVICES	9,000.00
11	283	07/01/2023	16640	STAPLES CONTRACT & COMMERCIAL INC	FY STAND/SUPPLIES	1,000.00
11	284	07/01/2023	20706	T & W TIRE LLC	FY STAND/VEHICLE REPAIRS	3,000.00
11	285	07/01/2023	7480	US POST OFFICE	FY STAND/PERMIT/ BOX/ ADD CALL SERV	5,600.00
11	286	07/01/2023	802649	WALMART STORES EAST LP	FY STAND/SUPPLIES	5,000.00
11	287	07/01/2023	25687	FIBER PLATFORM LLC	FY STAND/ERATE	590,511.24
11	288	07/01/2023	924634	COLLECT ED LLC	FY STAND/E-RATE CONSULTING	19,300.00
11	289	07/01/2023	927865	OKLAHOMA COPIER SOLUTIONS	FY STAND/MAINTENANCE AGREEMENT	60,000.00
11	290	07/01/2023	927865	OKLAHOMA COPIER SOLUTIONS	FY STAND/PRINT SHOP -COST PER COPY CHARGE	60,000.00
11	291	07/01/2023	14409	OKLAHOMA STATE REGENTS FOR HIGHER EDUCAT	FY STAND/INTERNET ACCESS	40,800.00
11	292	07/01/2023	12894	CDW GOVERNMENT, INC.	FY STAND/E-RATE	647,850.78
11	293	07/01/2023	9745	UNITED PARCEL SERVICE	FY STAND/SHIPPING	3,000.00
11	294	07/01/2023	927865	OKLAHOMA COPIER SOLUTIONS	FY STAND/REPLACEMENT CYCLE	86,000.00
11	295	07/01/2023	28803	CLAMPITT PAPER COMPANY	FY STAND/PRINT SHOP SUPPLIES	5,000.00
11	296	07/01/2023	9252	SAMS CLUB DIRECT	FY 23-24 MEMBERSHIP RENEWAL	110.00
11	297	07/01/2023	26119	CELLCO PARTNERSHIP	FY STAND/REGULATORY FEES/BASIC 400 SHARE	22,074.36
11	298	07/01/2023	19005	AMAZON CAPITAL SERVICES INC	FY STAND/OFFICE SUPPLIES	2,500.00
11	299	07/01/2023	19809	STAPLES CONTRACT & COMMERCIAL INC	FY STAND/OFFICE SUPPLIES	1,500.00
11	300	07/01/2023	007427	LAURA A PUCCINO	FY STAND/STATE TRAVEL REIMBURSEMENTS	1,000.00
11	301	07/01/2023	928347	ESS SOUTH CENTRAL LLC	FY STAND/DISTRICT WIDE SUBSTITUTE SERVICES	1,000,000.00
11	302	07/08/2023	928733	LORI NEAL BOWMAN	FY STAND/GRANT WRITING AND CONSULTING	15,000.00
11	303	07/01/2023	19908	LAWTON AREA TRANSIT SYSTEM	STUDENT TRANSPORTATION CONTRACT	70,000.00
11	304	07/01/2023	15013	USSA	MEMBERSHIP DUES 2023-2024	2,200.00
11	305	07/01/2023	28325	DEPT OF HEALTH & HUMAN SERVICES	CLIA CERTIFICATION FEE	180.00
11	306	07/01/2023	928706	JOSEPH M SANFELIPPO	PD PRESENTER	11,500.00
11	307	07/01/2023	9252	SAMS CLUB DIRECT	FY STAND/MEMBERSHIP	1,500.00

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11	308	07/01/2023	4893	COMANCHE COUNTY ASSESSOR	FY REVALUATION FRO LAWTON I-008	290,000.00
11	309	07/01/2023	801720	MILITARY CHILD EDUCATION COALITION	MEMBERSHIP DUES	750.00
11	310	07/01/2023	904038	MICMAHON AUDITORIUM AUTHORITY	FY STAND/BUILDING RENTAL	3,000.00
11	311	07/01/2023	19439	GREEN FAMILY INVESTMENTS LP	FY STAND/RENTAL/WAREHOUSE BUILDING	24,000.00
11	312	07/01/2023	927474	LEIGH BARRY BEAUCHAMP	FY STAND/CONSULTANT- IMPACT AID	10,000.00
11	313	07/01/2023	1148	GREAT PLAINS TECHNOLOGY CENTER	FY STAND/SCORE PROGRAM	100,000.00
11	314	07/01/2023	8067	LAWTON FORT SILL CHAMBER OF COMMERCE	MEMBERSHIP	1,840.00
11	315	07/04/2023	27809	LORI KLEINDIENST	1 YR SUBSCRIPTION FOR SPEECH 2023/2024	2,620.36
11	316	07/01/2023	23631	NCS PEARSON INC	EXAMINERS MANUEL/SPEECH	95.40
11	317	07/01/2023	839	SUPER DUPER SCHOOL INC.	SPEECH SCORING FORMS	1,997.00
11	318	07/01/2023	27695	JIGSAW LEARNING LLC	WEBINAR TBA/TRANS. TO ADULTHOOD	600.00
11	319	07/01/2023	27398	RIVERSIDE ASSESSMENTS LLC	TESTING MATERIAL	3,577.40
11	320	07/01/2023	27989	MULTI-HEALTH SYSTEMS INC	TESTING MATERIAL	924.00
11	321	07/01/2023	27964	PRO-ED	TESTING MATERIAL	50.00
11	322	07/01/2023	738	MANSON WESTERN CORPORATION	PRINTED & DIGITAL TESTING MATERIAL	11,313.00
11	323	07/01/2023	012685	STEPHANIE ANN BELLE	FY STAND/LOCAL TRAVEL	800.00
11	324	07/01/2023	153651	TIFFANY BRANTLEY	FY STAND/LOCAL TRAVEL	1,250.00
11	325	07/01/2023	153939	KAREN L BRYANS	FY STAND/LOCAL TRAVEL	500.00
11	326	07/01/2023	704759	BURCH MISTY	FY STAND/LOCAL TRAVEL/PSYCHOLOGIST	900.00
11	327	07/01/2023	012027	JULIE A CAPUCCIO	FY STAND/LOCAL/OT	850.00
11	328	07/01/2023	001671	SUSAN D CORRAL	FY STAND/LOCAL TRAVEL/PSYCHOMETRIST	600.00
11	329	07/01/2023	000056	NORA LOUISE DENNINGTON	FY STAND/LOCAL TRAVEL/PSYCHOLOGIST	450.00
11	330	07/01/2023	002322	KIMBERLEY G DOUGHTY	FY STAND/LOCAL TRAVEL/SPEECH	850.00
11	331	07/01/2023	151244	EMILY LOUISE ELKOURI	FY STAND/LOCAL TRAVEL/SPEECH	750.00
11	332	07/01/2023	013041	KENNA L GARRARD	FY STAND/LOCAL TRAVEL/PSYCHOMETRIST	900.00
11	333	07/01/2023	001591	LAURA M GIL	FY STAND/LOCAL TRAVEL/OT	1,300.00
11	334	07/01/2023	005736	CYNTHIA MAXWELL HAGANS	FY STAND/LOCAL TRAVEL/AUTISM	600.00
11	335	07/01/2023	153853	JANET M HANZA	FY STAND/LOCAL TRAVEL/DYSLEXIA COORD.	500.00
11	336	07/01/2023	153200	LADONNA D HARDEN	FY STAND/LOCAL TRAVEL/LPC	450.00
11	337	07/01/2023	004590	DIANNA MICHELE HECKERT	FY STAND/LOCAL TRAVEL/PSYCHOLOGIST	1,000.00

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11	338	07/01/2023	012771	AMANDA JO HILL	FY STAND/LOCAL TRAVEL/PSYCHOLOGIST	650.00
11	339	07/01/2023	012183	LESA S IVEY	FY STAND/LOCAL TRAVEL/SPEECH	550.00
11	340	07/01/2023	001898	LINDA M KELLY	FY STAND/LOCAL TRAVEL	250.00
11	341	07/01/2023	014067	GINGER L LOVETT	FY STAND/LOCAL TRAVEL/IEP FACILITATOR	400.00
11	342	07/01/2023	066032	MAKENZIE RAE LOVETT	FY STAND/LOCAL TRAVEL/COTA	350.00
11	343	07/01/2023	7752	GRAY MEDIA GROUP INC	AD ON WHO'S HIRING JOB BOARD	100.00
11	344	07/01/2023	19005	AMAZON CAPITAL SERVICES INC	FY STAND/EQUIPMENT/SUPPLIES	10,000.00
11	345	07/01/2023	18272	B & H FOTO & ELECTRONICS CORP	FY STAND/VIDEO EQUIPMENT SUPPLIES	10,000.00
11	346	07/01/2023	26676	BADGEPASS INC	FY STAND/COMPOSITE PROX FORMAT ID CARDS	6,000.00
11	347	07/01/2023	27730	CARD INTEGRATORS CORPORATION	FY STAND/CUSTOM RFID CARDS	41,000.00
11	348	07/01/2023	902723	CPLP LLC	FY STAND/ACRYLICS/ENGRAVING/P LAQUES	400.00
11	349	07/01/2023	28258	TOWN SQUARE PUBLICATIONS LLC	AD IN CHAMBER OF COMMERCE MAGAZINE	1,495.00
11	350	07/01/2023	15706	NATIONAL SCHOOL PUBLIC	1 YEAR INSTITUTIONAL MEMBERSHIP	285.00
11	351	07/01/2023	801721	OKLAHOMA SCHOOL PUBLIC RELATIONS ASSOC	INSTITUTIONAL MEMEBERSHIP RENEWAL	75.00
11	352	07/01/2023	27953	SOUTHERN NEWSPAPERS INC	YEARLY SUBSCRIPTION TO LAWTON CONSTITUTION	159.00
11	353	07/01/2023	27703	JANICE FRITSCH	FY STAND/ADVERTISING	1,500.00
11	354	07/01/2023	27700	BROADCO OF TEXAS INCORPORATED	FY STAND/ADVERTISING	1,500.00
11	355	07/01/2023	27702	MOLLMAN MEDIA INC	FY STAND/ADVERTISING	2,500.00
11	356	07/01/2023	26718	TOWNSQUARE MEDIA WEST CENTRAL RADIO BROA	FY STAND/ADVERTISING	1,500.00
11	357	07/01/2023	7752	GRAY MEDIA GROUP INC	FY STAND/ADVERTISING	2,000.00
11	358	07/01/2023	27953	SOUTHERN NEWSPAPERS INC	FY STAND/ADVERTISING	2,500.00
11	359	07/01/2023	28849	NEXSTAR MEDIA INC	FY STAND/ADVERTISING	1,000.00
11	360	07/01/2023	28071	KESSI MCKENZIE	FY STAND/LOCAL TRAVEL	300.00
11	361	07/01/2023	013995	ANGELA N PRICE	FY STAND/LOCAL TRAVEL	300.00
11	362	07/01/2023	005835	TAMIE SUE BARRETT	FY STAND/LOCAL TRAVEL	300.00
11	363	07/01/2023	151012	CASSIE REEH	FY STAND/LOCAL TRAVEL	300.00
11	364	07/01/2023	28786	SKYOP LLC	515 PD REGISTRATION AND MATERIALS LHS	8,368.00
11	365	07/01/2023	150888	KYRA ANN FRANKLIN	515 PD TRAVEL EXPENSES LHS	2,644.94
11	366	07/01/2023	153560	KEVIN M CARROLL	515 PD TRAVEL EXPENSES LHS	443.50
11	367	07/01/2023	17847	RENAISSANCE LEARNING INC	FY STAND/TITLE I FOR ADDT'L LICENSES AS NEEDED	5,000.00
11	368	07/01/2023	928866	KELLY BRANDON FORBES	FY STAND/TITLE III EL CONSULTANT FEES	35,000.00
11	369	07/01/2023	28865	DISCOVERY EDUCATION INC	TITLE I SUBSCRIPTION PK-5TH	1,395.00

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11	370	07/01/2023	28864	QUIZZ INC	TITLE I SUBSCRIPTION 6TH-12TH	22,502.70
11	371	07/01/2023	17847	RENAISSANCE LEARNING INC	TITLE I AR & STAR 360 K-12TH	161,888.37
11	372	07/01/2023	802649	WALMART STORES EAST LP	FY STAND/PROJECT AWARE SUPPLIES	1,000.00
11	373	07/01/2023	9252	SAMS CLUB DIRECT	FY STAND/PROJECT AWARE SUPPLIES	1,000.00
11	374	07/01/2023	27961	HOBBY LOBBY STORES INC	FY STAND/PROJECT AWARE SUPPLIES	500.00
11	375	07/01/2023	16640	STAPLES CONTRACT & COMMERICAL INC	FY STAND/PROJECT AWARE SUPPLIES	500.00
11	376	07/01/2023	19005	AMAZON CAPITAL SERVICES INC	FY STAND/PROJECT AWARE SUPPLIES	5,000.00
11	377	07/01/2023	000965	DANNA D BROSS	FY STAND/TRAVEL/PROJ AWARE	4,000.00
11	378	07/01/2023	19005	AMAZON CAPITAL SERVICES INC	FY STAND/INSTRUCTIONAL SUPPLIES	1,000.00
11	379	07/01/2023	151468	RAYLISHA S STANLEY	FY STAND/TRAVEL/TITLE VI	5,000.00
11	380	07/01/2023	26600	OKLAHOMA COUNCIL FOR INDIAN EDUCATION	REG/OIEC CONFERENCE	1,500.00
11	381	07/01/2023	902723	CPLP LLC	FY STAND/SR RECOGNITION/NATIVE AMERICAN STUDENTS	2,000.00
11	382	07/01/2023	24802	ACT INC	FY STAND/PREBILLED ACT VOUCHERS	5,000.00
11	383	07/01/2023	28652	NATIONAL INDIAN EDUCATION ASSOC	REG/NIEA CONFRENCE	700.00
11	384	07/01/2023	151468	RAYLISHA S STANLEY	FY STAND/TRAVEL/JOM	3,500.00
11	385	07/01/2023	010065	DIANA LANDOLL	FY STAND/TRAVEL	1,200.00
11	386	07/01/2023	27954	THOMPSON SCHOOL BOOK DEPOSITORY INC	CMS SAVVAS 6-9	101,062.13
11	387	07/01/2023	27954	THOMPSON SCHOOL BOOK DEPOSITORY INC	EMS SAVVAS 6-8	101,062.13
11	388	07/01/2023	27954	THOMPSON SCHOOL BOOK DEPOSITORY INC	MMS SAVVAS 6-8	101,062.12
11	389	07/01/2023	27954	THOMPSON SCHOOL BOOK DEPOSITORY INC	LVA SAVVAS 6-12	244,238.86
11	390	07/01/2023	27954	THOMPSON SCHOOL BOOK DEPOSITORY INC	EHS SAVVAS 9-12	143,176.75
11	391	07/01/2023	27954	THOMPSON SCHOOL BOOK DEPOSITORY INC	LHS SAVVAS 9-12	143,176.74
11	392	07/01/2023	27954	THOMPSON SCHOOL BOOK DEPOSITORY INC	MHS SAVVAS 9-12	143,176.74
11	393	07/01/2023	923559	EDUCATIONAL PRODUCTS INC	FY STAND/JOM STUDENT SUPPLY KITS	30,000.00
11	394	07/01/2023	27954	THOMPSON SCHOOL BOOK DEPOSITORY INC	WAYSIDE SPANISH	176,295.35
11	395	07/01/2023	3418	MARK'S PLUMBING CO	FY STAND/PARTS & SUPPLIES	15,000.00
11	396	07/01/2023	8094	A-1 APPLIANCE COMPANY	FY STAND/PARTS & SUPPLIES	500.00
11	397	07/01/2023	923883	DEVINE ENTITIES	FY STAND/PLUMBING REPAIRS	10,000.00
11	398	07/01/2023	809	ALBRIGHT STEEL	FY STAND/PARTS & SUPPLIES	10,000.00

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11	399	07/01/2023	411	LAWTON TRANSIT MIX INC	FY STAND/CONCRETE	2,500.00
11	400	07/01/2023	16076	FARM PLAN (ACCT #75334-94733)	FY STAND/PARTS & SUPPLIES	6,000.00
11	401	07/01/2023	917958	B & B GARAGE	FY STAND/LABOR/REPAIRS/SUPPLIES	8,000.00
11	402	07/01/2023	900902	ELMER KEITH HERRIAGE	FY STAND/PARTS & SUPPLIES	1,500.00
11	403	07/01/2023	923325	BRADYS GLASS LLC	FY STAND/LABOR/PARTS & SUPPLIES	12,000.00
11	404	07/01/2023	6331	BROX INDUSTRIES INC	FY STAND/ROOF REPAIRS	10,000.00
11	405	07/01/2023	902896	CACHE ROAD GLASS CO INC	FY STAND/PARTS & SUPPLIES/LABOR TO REPAIR	12,000.00
11	406	07/01/2023	894	C & E LAWN EQUIPMENT LLC	FY STAND/PARTS & SUPPLIES	1,000.00
11	407	07/01/2023	894	C & E LAWN EQUIPMENT LLC	FY STAND/ REPAIRS/PARTS & SUPPLIES	1,500.00
11	408	07/01/2023	2188	CED INC	FY STAND/PARTS & SUPPLIES	35,000.00
11	409	07/01/2023	928546	TI LLC	FY STAND/CHEMICALS FOR BOILER SYSTEM	55,000.00
11	410	07/01/2023	4338	CITY OF LAWTON	FY STAND/LICENSE & PERMITS	3,500.00
11	411	07/01/2023	18388	CL BOYD	FY STAND/PARTS & SUPPLIES	2,000.00
11	412	07/01/2023	477	COMANCHE LUMBER COMPANY INC	FY STAND/PARTS & SUPPLIES	35,000.00
11	413	07/01/2023	27968	DAVECO ENTERPRISES LLC	FY STAND/PARTS & SUPPLIES	500.00
11	414	07/01/2023	26651	ELGIN DOOR & PLYWOOD INC	FY STAND/PARTS & SUPPLIES	5,000.00
11	415	07/01/2023	15502	FASTENAL COMPANY	FY STAND/PARTS & SUPPLIES	3,500.00
11	416	07/01/2023	1178	FEDERAL CORP	FY STAND/PARTS & SUPPLIES	5,000.00
11	417	07/01/2023	902355	FIVE KAY ELECTRIC INC	FY STAND/LABOR/PARTS & SUPPLIES	2,500.00
11	418	07/01/2023	813	CLAYCO INDUSTRIES INC	FY STAND/ROOF REPAIRS	40,000.00
11	419	07/01/2023	27457	CHRIS BROWN	FY STAND/PARTS & SUPPLIES	10,000.00
11	420	07/01/2023	6061	HEAVY TRUCK & TRAILER	FY STAND/PARTS & SUPPLIES	1,500.00
11	421	07/01/2023	926534	HERC RENTALS INC	FY STAND/RENTAL	5,000.00
11	422	07/01/2023	27493	HUNZICKER BROTHERS INC	FY STAND/PARTS & SUPPLIES	35,000.00
11	423	07/01/2023	19080	IDN H HOFFMAN INC	FY STAND/PARTS & SUPPLIES	3,000.00
11	424	07/01/2023	25738	JAMES SUPPLIES LLC	FY STAND/PARTS & SUPPLIES/CYLINDER RENTALS	4,250.00
11	425	07/01/2023	903735	VIRGINIA L WEBER	FY STAND/PARTS & SUPPLIES	1,000.00
11	426	07/01/2023	003349	JACK E HANNA	FY STAND/REIMBURSEMENT	40,000.00
11	427	07/01/2023	28275	KEYSTONE TRACTOR	FY STAND/PARTS & SUPPLIES	500.00
11	428	07/01/2023	926905	THE DALE MILLER GROUP LLC	FY STAND/PARTS & SUPPLIES	3,000.00
11	429	07/01/2023	10918	LAWTON BEARING SUPPLY	FY STAND/PARTS & SUPPLIES	1,500.00
11	430	07/01/2023	900349	LAWTON KIRBY VACUUM COMPANY	FY STAND/PARTS & SUPPLIES	500.00
11	431	07/01/2023	900630	LAWTON MACHINE & WELDING WORKS	FY STAND/PARTS & SUPPLIES	500.00
11	432	07/01/2023	27956	LENNOX INDUSTRIES	FY STAND/PARTS & SUPPLIES	80,000.00
11	433	07/01/2023	6688	LOCKE SUPPLY COMPANY	FY STAND/PARTS & SUPPLIES	45,000.00
11	434	07/01/2023	6688	LOCKE SUPPLY COMPANY	FY STAND/PARTS & SUPPLIES	500.00
11	435	07/01/2023	802734	LOWE'S HOME CENTERS INC	FY STAND/PARTS & SUPPLIES	35,000.00

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11	436	07/01/2023	928479	BLASRE CAPITAL INC	FY STAND/LABOR & MATERIALS FOR HVAC REPAIRS	100,000.00
11	437	07/01/2023	12090	MAXWELL SUPPLY INC.	FY STAND/PARTS & SUPPLIES	3,000.00
11	438	07/01/2023	145	MID AMERICA LUMBER COMPANY	FY STAND/PARTS & SUPPLIES	1,500.00
11	439	07/01/2023	927295	KAYSER MECHANICAL, INC	FY STAND/HVAC REPAIRS	8,000.00
11	440	07/01/2023	14859	O'REILLY AUTOMOTIVE, INC.	FY STAND/PARTS & SUPPLIES	5,000.00
11	441	07/01/2023	14859	O'REILLY AUTOMOTIVE, INC.	FY STAND/PARTS & SUPPLIES	3,000.00
11	442	07/01/2023	15075	QUALITY SHEET METAL INC	FY STAND/PARTS & SUPPLIES	7,500.00
11	443	07/01/2023	925422	ROBINSON AIR LLC	FY STAND/HVAC REPAIRS	8,000.00
11	444	07/01/2023	367	AJ RYDER INC	FY STAND/PARTS & SUPPLIES	500.00
11	445	07/01/2023	367	AJ RYDER INC	FY STAND/PARTS & SUPPLIES	1,000.00
11	446	07/01/2023	273	ROYS AUTO SUPPLY	FY STAND/PARTS & SUPPLIES	3,000.00
11	447	07/01/2023	273	ROYS AUTO SUPPLY	FY STAND/PARTS & SUPPLIES	1,000.00
11	448	07/01/2023	2979	SANDERS HARDWARE	FY STAND/PARTS & SUPPLIES	1,000.00
11	449	07/01/2023	295	SHERWIN-WILLIAMS PAINT CO.	FY STAND/PARTS & SUPPLIES	70,000.00
11	450	07/01/2023	919565	SOUTHERN PLAINS ELECTRICAL INC	FY STAND/ELECTRICAL REPAIRS	25,000.00
11	451	07/01/2023	298	SOUTHWEST CHEMICAL CO	FY STAND/PARTS & SUPPLIES	2,000.00
11	452	07/01/2023	27802	STANDARD SUPPLY & DIST CO INC	FY STAND/PARTS & SUPPLIES	45,000.00
11	453	07/01/2023	28066	P & K EQUIPMENT	FY STAND/PARTS & SUPPLIES	2,000.00
11	454	07/01/2023	2155	STATE OF OKLAHOMA	FY STAND/INSPECTIONS	2,400.00
11	455	07/01/2023	20706	T & W TIRE LLC	FY STAND/TIRE REPAIRS	3,500.00
11	456	07/01/2023	20706	T & W TIRE LLC	FY STAND/TIRE REPAIRS	3,500.00
11	457	07/01/2023	18078	TK ELEVATOR CORPORATION	FY STAND/ELEVATOR MAINTENANCE	20,000.00
11	458	07/01/2023	11945	UNITED REFRIGERATION INC	FY STAND/PARTS & SUPPLIES	20,000.00
11	459	07/01/2023	25098	UNITED RENTALS NORTH AMERICA	FY STAND/PARTS & SUPPLIES/RENTALS	5,800.00
11	460	07/01/2023	927163	WASTESOLUTIONS LLC	FY STAND/WASTE DISPOSAL SERVICES	140,000.00
11	461	07/01/2023	927163	WASTESOLUTIONS LLC	FY STAND/ROLL-OFF BOX RENTAL	1,000.00
11	462	07/01/2023	25892	WEST TEXAS FILTERS INC	FY STAND/PARTS & SUPPLIES	70,000.00
11	463	07/01/2023	11273	WINSUPPLY LAWTON	FY STAND/PARTS & SUPPLIES	90,000.00
11	464	07/01/2023	924002	EVANS TRANSPORTATION SERVICES INC	FY STAND/GRAVEL & ROCK	2,500.00
11	465	07/01/2023	926168	LUPI CONSTRUCTION	FY STAND/CONCRETE	10,000.00
11	466	07/01/2023	928399	K & C CONCRETE & CONSTRUCTION LLC	FY STAND/CONCRETE	10,000.00
11	467	07/01/2023	925840	SCHINDLER ELEVATOR CORPORATION	FY STAND/ELEVATOR MAINTENANCE	11,500.00
11	468	07/01/2023	928146	MTZ CONSTRUCTION INC	FY STAND/CONCRETE	10,000.00
11	469	07/01/2023	928488	WILLIAMS AND SON CONSTRUCTION LLC	FY STAND/ROOF REPAIRS	5,000.00
11	470	07/01/2023	927825	BOTTLELESS WATER SOLUTIONS LLC	FY STAND/MAINTENANCE WARRANTY AGREEMENT	22,500.00
11	471	07/01/2023	25873	JR SIMPLOT COMPANY	FY STAND/SUPPLIES	7,000.00
11	472	07/01/2023	28552	WICHITA A/C SUPPLY INC	FY STAND/PARTS & SUPPLIES	1,000.00
11	473	07/01/2023	19005	AMAZON CAPITAL SERVICES INC	FY STAND/SUPPLIES	1,000.00

## LAWTON PUBLIC SCHOOLS

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11	474	07/01/2023	27720	ROBERT L HINER	FY STAND/PARTS & SUPPLIES	1,500.00
11	475	07/01/2023	25528	WAGNER SUPPLY CO INC	FY STAND/PARTS & SUPPLIES	1,500.00
11	476	07/01/2023	27953	SOUTHERN NEWSPAPERS INC	FY STAND/NEWSPAPER ADS/GENERAL	550.00
11	477	07/01/2023	927554	SIGN DYNAMIC LLC	FY STAND/CRANCE SERVICE	10,000.00
11	478	07/01/2023	923206	DUNCAN JANITORIAL & INDUST SPLY INC	FY STAND/PARTS & SUPPLIES	500.00
11	479	07/01/2023	27881	WAXIE'S ENTERPRISE LLC	FY STAND/PARTS & SUPPLIES	1,500.00
11	480	07/01/2023	927167	LAWTON TERMITE & PEST CONTROL SERVICES	INITIAL PEST CONTROL SPRAYING	2,500.00
11	481	07/01/2023	927167	LAWTON TERMITE & PEST CONTROL SERVICES	FY STAND/MONTHLY PEST CONTROL	22,000.00
11	482	07/01/2023	12058	COOPERATIVE COUNCIL FOR OKLAHOMA SCHOOL	FY STAND/TRAINING & RE- TRAINING/TLE AND MCREL	7,550.00
11	483	07/01/2023	926075	INFINITE CAMPUS INC	SIS SOFTWARE RENEWAL	214,995.21
11	484	07/01/2023	12058	COOPERATIVE COUNCIL FOR OKLAHOMA SCHOOL	FY STAND/CONF REG/ADMIN/BOARD MEMBERS	14,000.00
11	485	07/01/2023	27003	NATIONAL SCHOOL BOARDS ASSOCIATION	FY STAND/REGISTRATION ADMINISTRATION	12,000.00
11	486	07/01/2023	27367	MARY BRADLEY	FY STAND/TRAVEL	4,000.00
11	487	07/01/2023	26293	CARLA CLODFELTER	FY STAND/TRAVEL	4,000.00
11	488	07/01/2023	28775	ELIZABETH FABREGA	FY STAND/TRAVEL	4,000.00
11	489	07/01/2023	911024	PATTY NEUWIRTH	FY STAND/TRAVEL	4,000.00
11	490	07/01/2023	706722	ZELDON RICE	FY STAND/TRAVEL	4,000.00
11	491	07/01/2023	928724	PUBLIC CONSULTING GROUP LLC	FY STAND/MEDICAID BILLING	37,000.00
11	492	07/01/2023	18720	OKLAHOMA HEALTH CARE AUTHORITY	FY STAND/MEDICAID BILLING	37,000.00
11	493	07/01/2023	55424	FIRE PROS LLC	FIRE SPRINKLER SYSTEM INSPECTIONS PER BID SPECS	5,000.00
11	494	07/01/2023	4267	PERKINS OFFICE MACHINES INC	FY STAND/REPAIRS TO FIRE ALARM & BURGLAR ALARM	30,000.00
11	495	07/01/2023	912082	PRECISION TESTING	FY STAND/ASBESTOS SURVEILLANCE & MONITORING	12,000.00
11	496	07/01/2023	923595	FIRE EXTINGUISHER SALES & SERVICE CO INC	FY STAND/RECHARGE FIRE EXTINGUISHERS	17,700.00
11	497	07/01/2023	923595	FIRE EXTINGUISHER SALES & SERVICE CO INC	FY STAND/FIRE SUPPRESSION INSPECTIONS & REPAIRS	8,400.00
11	498	07/01/2023	923883	DEVINE ENTITIES	OVEN INSTALL	4,000.00
11	499	07/01/2023	26971	TIMOTHY R TOLIVER	HALL PASSES AND COVERS	500.00
11	500	07/01/2023	8956	COLLEGE ENTRANCE EXAMINATION BOARD	ANNUAL MEMBERSHIP RENEWAL FY24	400.00
11	501	07/01/2023	19005	AMAZON CAPITAL SERVICES INC	FY STAND/INSTRUCTIONAL SUPPLIES	1,000.00
11	502	07/01/2023	19005	AMAZON CAPITAL SERVICES INC	FY STAND/CUSTODIAL SUPPLIES	700.00
11	503	07/01/2023	802734	LOWE'S HOME CENTERS INC	FY STAND/CUSTODIAL SUPPLIES	500.00
11	504	07/01/2023	926990	LAWTON COMMUNICATIONS LLC	FY STAND/RADIO EQUIPMENT	750.00
11	505	07/01/2023	802649	WALMART STORES EAST LP	FY STAND/CUSTODIAL SUPPLIES	200.00
11	506	07/01/2023	9252	SAMS CLUB DIRECT	FY STAND/INSTRUCTIONAL SUPPLIES	700.00

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11	507	07/01/2023	011973	JAY D LEHR	FY STAND/LOCAL TRAVEL	1,000.00
11	508	07/01/2023	001598	JAMES R BURKEY	FY STAND/LOCAL TRAVEL	300.00
11	509	07/01/2023	006047	JERRI MARIE MANNING	FY STAND/LOCAL TRAVEL	300.00
11	510	07/01/2023	152377	ANDREA C TRACY	FY STAND/LOCAL TRAVEL	300.00
11	511	07/01/2023	000478	NATHAN L GALLIMORE	FY STAND/LOCAL TRAVEL	300.00
11	512	07/01/2023	000602	BRENT M MAHAN	FY STAND/LOCAL TRAVEL	500.00
11	513	07/01/2023	802649	WALMART STORES EAST LP	FY STAND/INSTRUCTIONAL SUPPLIES	1,000.00
11	514	07/01/2023	003591	KELLY A MIMS	FY STAND/LOCAL TRAVEL	500.00
11	515	07/01/2023	011822	APRIL E BOWDEN	FY STAND/LOCAL TRAVEL	500.00
11	516	07/01/2023	012799	COBY BENTON MCCLURE	FY STAND/LOCAL TRAVEL	500.00
11	517	07/01/2023	007538	BRENT J HAGEN	FY STAND/LOCAL TRAVEL	500.00
11	518	07/01/2023	001698	EDWARD D WILMORE	FY STAND/LOCAL TRAVEL	500.00
11	519	07/01/2023	000321	DIANA SUE ENGEL	FY STAND/LOCAL TRAVEL	150.00
11	520	07/01/2023	014403	AMBER MARIE HUGHES	FY STAND/LOCAL TRAVEL	150.00
11	521	07/01/2023	013029	ERIN B BERRY	FY STAND/LOCAL TRAVEL	150.00
11	522	07/01/2023	19005	AMAZON CAPITAL SERVICES INC	FY STAND/INSTRUCTIONAL/OFFICE SUPPLIES	6,000.00
11	523	07/01/2023	802649	WALMART STORES EAST LP	FY STAND/INSTRUCTIONAL SUPPLIES	1,000.00
11	524	07/01/2023	802773	HOME DEPOT CREDIT SERVICES	FY STAND/CUSTODIAL SUPPLIES	100.00
11	525	07/01/2023	802734	LOWE'S HOME CENTERS INC	FY STAND/CUSTODIAL SUPPLIES	500.00
11	526	07/01/2023	16640	STAPLES CONTRACT & COMMERCIAL INC	FY STAND/INSTRUCTIONAL SUPPLIES	450.00
11	527	07/01/2023	2680	GOPHER SPORT	VINYL FLOOR TAPE	151.03
11	528	07/01/2023	19005	AMAZON CAPITAL SERVICES INC	FY STAND/INSTRUCTIONAL SUPPLIES	5,000.00
11	529	07/01/2023	19005	AMAZON CAPITAL SERVICES INC	FY STAND/WELDING SUPPLIES	500.00
11	530	07/01/2023	008973	DEANNA KAY BURKEY	FY STAND/LOCAL TRAVEL	200.00
11	531	07/01/2023	17020	PYRAMID SCHOOL PRODUCTS	FY STAND/INSTRUCTIONAL SUPPLIES	1,000.00
11	532	07/01/2023	802734	LOWE'S HOME CENTERS INC	FYSTAND/INSTRUCTIONAL SUPPLIES	500.00
11	533	07/01/2023	802649	WALMART STORES EAST LP	FY STAND/INSTRUCTIONAL SUPPLIES	1,500.00
11	534	07/01/2023	19809	STAPLES CONTRACT & COMMERCIAL INC	FY STAND/INSTRUCTIONAL SUPPLIES	500.00
11	535	07/01/2023	003718	CHARLES JON KIRCHEN	FY STAND/LOCAL TRAVEL	200.00
11	536	07/01/2023	151918	TRAVIS J POOL	FY STAND LOCAL TRAVEL	200.00
11	537	07/01/2023	153586	RICHARD D MULLINS	FY STAND LOCAL TRAVEL	200.00
11	538	07/01/2023	009332	ERIC D WILEY	FY STAND LOCAL TRAVEL	200.00
11	539	07/01/2023	001610	BEVERLY J MATTINGLY	FY STAND LOCAL TRAVEL	200.00
11	540	07/01/2023	154303	PAUL R MARTIN	FY STAND/LOCAL TRAVEL	200.00
11	541	07/01/2023	8956	COLLEGE ENTRANCE EXAMINATION BOARD	FY ANNUAL MEMBERSHIP RENEWAL	400.00
11	542	07/01/2023	12313	NATIONAL ASSOCIATION OF SECONDARY SCHOOL	FY RENEWAL	480.00

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11	543	07/01/2023	924844	TECH-NOW INC	TECH NOW SITE AGREEMENT 22-23/EHS	4,000.00
11	544	07/01/2023	924844	TECH-NOW INC	TECH NOW SITE AGREEMENT 22-23/LHS	4,000.00
11	545	07/01/2023	924844	TECH-NOW INC	TECH NOW SITE AGREEMENT 22-23/MHS	4,000.00
11	546	07/01/2023	27695	JIGSAW LEARNING LLC	1 YEAR SUBSCRIPTION TRANSITION TO ADULT	6,230.00
11	547	07/01/2023	28915	JDS INDUSTRIES INC	FY STAND/LASER SUPPLIES	10,000.00
11	548	07/01/2023	28914	GRIMCO INC	FY STAND/PRINT SHOP SUPPLIES	5,000.00
11	549	07/01/2023	26697	BRANDON M JARVIS	POLICE CARS	50,000.00
11	550	07/01/2023	28065	JPMORGAN CHASE BANK	FY STAND/PROFESSIONAL DEVELOPMENT	40,000.00

<b>Non-Payroll Total:</b>	<b>\$22,244,852.74</b>
<b>Payroll Total:</b>	<b>\$0.00</b>
<b>Balance Forward:</b>	<b>\$0.00</b>
<b>Report Total:</b>	<b>\$22,244,852.74</b>

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21	1	07/01/2023	28838	LIBERTY NATIONAL BANK	LEASE PURCHASE TURF PAYMENT PRINC/INT	11,303,137.28
21	2	07/01/2023	927863	NORTHPOINT INDEPENDENT ADJUSTERS LLC	INDEPENDENT ADJUSTER SERVICES	250,000.00
21	3	07/01/2023	923639	CDBL INC	FY22 GEN CONDITIONS & GEN TRADES	130,000.00
21	4	07/01/2023	928489	DA ENGINEERING LLC	ENGINEERING SERVICES/HVAC NARRATIVE/ALL LOCATIONS	21,000.00
21	5	07/01/2023	928488	WILLIAMS AND SON CONSTRUCTION LLC	GUTTERS & ROOF REPAIR/HUGH BISH	2,100.00
21	6	07/01/2023	928488	WILLIAMS AND SON CONSTRUCTION LLC	REPAIR/REPLACE GUTTERING /PAT HENRY	2,250.00
21	7	07/01/2023	18078	TK ELEVATOR CORPORATION	REMOVE AND REPLACE PHONE IN MHS ELEVATOR	3,170.87
21	8	07/01/2023	928012	THE ADT SECURITY CORPORATION	LABOR & MATL REPAIR FIRE ALARM/FREEDOM	19,122.04
21	9	07/01/2023	928473	RYAN HERRING CONSTRUCTION INC	LABOR/MATLS TO REPAIR WATER LEAK/LHS	35,163.00
21	10	07/01/2023	928526	SOUTHWEST WATER WORKS LLC	BORING FOR CABLES/MULT SITES	9,000.00
21	11	07/01/2023	926534	HERC RENTALS INC	DOZER RENTAL FOR HS TURF AREAS	4,804.00
21	12	07/01/2023	16345	BEDROCK NURSERY INC	PARTS & LABOR REPAIR IRRIGATION SYS FREEDOM	9,919.90
21	13	07/01/2023	13084	TRANE U.S. INC.	HVAC REPAIR PARTS/EMS	19,553.15
21	14	07/01/2023	928454	BWA ARCHITECTS PLLC	ARCHITECT FEES/INDOOR ATHLETIC FACILITIES	395,951.00
21	15	07/01/2023	928412	TAYLOR MADE FENCES	WHILLS-PHASE1/LABOR/MATLS TO INSTALL NEW FENCING	48,562.00
21	16	07/01/2023	928438	DESIGN ARCHITECTS PLUS INC	ARCHITECT FEES/AG SHOP/LRC	350,000.00
21	17	07/01/2023	813	CLAYCO INDUSTRIES INC	LABOR/MATLS FOR NEW ROOF AT CLEVELAND	564,607.00
21	18	07/01/2023	813	CLAYCO INDUSTRIES INC	LABOR/MATLS FOR NEW ROOF AT WOODLAND HILLS	477,581.00
21	19	07/01/2023	25894	STATE OF OKLAHOMA	ADMIN FEES FOR NEW ROOF AT WOODLAND HILLS	16,715.33
21	20	07/01/2023	813	CLAYCO INDUSTRIES INC	LABOR AND MATERIALS TO REPLACE ROOF/EHS MATH	159,281.00
21	21	07/01/2023	813	CLAYCO INDUSTRIES INC	LABOR & MATERIALS TO REPLACE ROOF/EHS SCIENCE WING	181,595.00
21	22	07/01/2023	27953	SOUTHERN NEWSPAPERS INC	FY STAND/NEWSPAPER ADS/LEVY	1,000.00
<b>Non-Payroll Total:</b>						<b>\$14,004,512.57</b>
<b>Payroll Total:</b>						<b>\$0.00</b>
<b>Balance Forward:</b>						<b>\$0.00</b>
<b>Report Total:</b>						<b>\$14,004,512.57</b>

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33	1	07/01/2023	902896	CACHE ROAD GLASS CO INC	LABR & MATLS/SECURITY VESTIBULES/DOORS/MULTI SITES	97,977.23
33	2	07/01/2023	928412	TAYLOR MADE FENCES	LABOR & MATLS FOR NEW FENCE/EES	44,665.00
33	3	07/01/2023	813	CLAYCO INDUSTRIES INC	LABOR & MATLS/ROOF REPLACEMENT/MHS AUDITORIUM	110,938.39
33	4	07/01/2023	813	CLAYCO INDUSTRIES INC	LABOR & MATLS/ROOF REPLACEMENT/9THWING&LIB	149,305.01
33	5	07/01/2023	25401	BESTBUILT FENCING LLC	LABOR/MATERIALS FOR NEW FENCE AT PPE	16,850.00
33	6	07/01/2023	928454	BWA ARCHITECTS PLLC	ARCHITECT FEES/INDOOR ATHLETIC FACILITIES	395,951.00
33	7	07/01/2023	25401	BESTBUILT FENCING LLC	LABOR AND MATERIALS/FENCE GATE/PHE	5,300.00
33	8	07/01/2023	28869	HOUSTON K9 ACADEMY LLC	K9 & HANDLER COURSE	15,250.00
33	9	07/01/2023	928334	MJ LEWIS & ASSOCIATES INC	SURVEYS OF PROPERTIES	13,815.00
33	10	07/01/2023	805089	JL HEIN SERVICE INC	LABOR & MATLS/AV SYSTEM/DOUGLASS	143,564.49
33	11	07/01/2023	928412	TAYLOR MADE FENCES	WHE PHASE2/ LABR&MATLS TO INSTALL NEW FENCING	32,624.00
33	12	07/01/2023	28913	ENTERPRISE UAS LLC	TELEDYNE FLIR SIRAS (DRONES)	9,695.00
<b>Non-Payroll Total:</b>						<b>\$1,035,935.12</b>
<b>Payroll Total:</b>						<b>\$0.00</b>
<b>Balance Forward:</b>						<b>\$0.00</b>
<b>Report Total:</b>						<b>\$1,035,935.12</b>

**LAWTON PUBLIC SCHOOLS**

**Encumbrance Register**

**Options:** Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, PO Range: 1 - 5000, Fund Codes: 41

41	1	07/01/2023	5223	BANCFIRST (SERIES EE-BOND)	G3007 BOND 2019A PAYMENT- PRINCIPAL/INTEREST	3,666,900.00
41	2	07/01/2023	5223	BANCFIRST (SERIES EE-BOND)	G3008 BOND 2020A PAYMENT- PRINCIPAL/INTEREST	2,080,000.00
41	3	07/01/2023	5223	BANCFIRST (SERIES EE-BOND)	G3011 BOND 2021A PAYMENT- PRINCIPAL/INTEREST	2,575,000.00
41	4	07/01/2023	5223	BANCFIRST (SERIES EE-BOND)	G3013 BOND 2022A PAYMENT- PRINCIPAL/INTEREST	1,224,640.00
41	5	07/01/2023	5223	BANCFIRST (SERIES EE-BOND)	G3014 BOND 2022B PAYMENT- PRINCIPAL/INTEREST	1,224,000.00
41	6	07/01/2023	925357	HARPER CONSTRUCTION COMPANY INC	JUDGEMENT-HARPER	325,000.00
41	7	07/01/2023	5223	BANCFIRST (SERIES EE-BOND)	BOND 2023A PAYMENT- PRINCIPAL/INTEREST	462,150.00
41	8	07/01/2023	5223	BANCFIRST (SERIES EE-BOND)	BOND 2023B PAYMENT- PRINCIPAL/INTEREST	41,856.00

<b>Non-Payroll Total:</b>	<b>\$11,599,546.00</b>
<b>Payroll Total:</b>	<b>\$0.00</b>
<b>Balance Forward:</b>	<b>\$0.00</b>
<b>Report Total:</b>	<b>\$11,599,546.00</b>

## Change Order Listing

Options: Fund: GENERAL FUNDS, Year: 2022-2023, ReferenceDate: PO Date, Date Range: 5/12/2023 - 6/30/2023, Minimum Amount Change: \$200.00, Include Negative Changes: False

2	07/01/2022	379	PUBLIC SERVICE COMPANY OF OKLAHOMA	UTILITIES	35,000.00
38	07/01/2022	802734	LOWE'S HOME CENTERS INC	FY STAND/AV SUPPLIES	813.00
63	07/01/2022	14310	SYMBOLIC	FY STAND/REPAIR PARTS/TECH ITEMS	6,948.00
68	07/01/2022	154288	JASON M JAMES	FY STAND/TRAVEL/REIMB/CONF REGISTRATION	4,000.00
91	07/01/2022	008376	JAMES L GIBBS	FY STAND/REIMBURSEMENTS	2,500.00
93	07/01/2022	19005	AMAZON CAPITAL SERVICES INC	FY STAND/OFFICE SUPPLIES	343.62
230	07/01/2022	25994	INET COMMUNICATIONS LLC	FY STAND/VOIP	646.17
246	07/01/2022	18623	CINTAS CORPORATION NO 2	FY STAND/SHOP RAG SERVICE	228.06
262	07/01/2022	154207	KEVIN W HIME	FY STAND/STATE TRAVEL	600.39
322	07/01/2022	809	ALBRIGHT STEEL	FY STAND/PARTS & SUPPLIES	700.00
325	07/01/2022	917958	B & B GARAGE	FY STAND/LABOR/REPAIRS/SUPPLIES	318.85
341	07/01/2022	27457	CHRIS BROWN	FY STAND/PARTS & SUPPLIES	1,983.80
355	07/01/2022	928479	BLASRE CAPITAL INC	FY STAND/LABOR & MATERIALS FOR HVAC REPAIRS	9,000.00
360	07/01/2022	14859	O'REILLY AUTOMOTIVE, INC.	FY STAND/PARTS & SUPPLIES	300.00
371	07/01/2022	298	SOUTHWEST CHEMICAL CO	FY STAND/PARTS & SUPPLIES	11,369.26
378	07/01/2022	924002	EVANS TRANSPORTATION SERVICES INC	FY STAND/GRAVEL & ROCK	4,168.00
379	07/01/2022	926168	LUPI CONSTRUCTION	FY STAND/CONCRETE	11,070.50
439	07/01/2022	27367	MARY BRADLEY	FY STAND/TRAVEL	500.00
441	07/01/2022	911024	PATTY NEUWIRTH	FY STAND/TRAVEL	500.00
443	07/01/2022	706722	ZELDON RICE	FY STAND/TRAVEL	800.00
444	07/01/2022	802649	WALMART STORES EAST LP	FY STAND/INSTRUCTIONAL SUPPLIES	474.55
455	07/01/2022	28223	FAXLOGIC LLC	FY STAND/FAX SERVICE 1YR TERM	267.72
462	07/01/2022	19005	AMAZON CAPITAL SERVICES INC	FY STAND/SUPPLIES	703.24
488	07/01/2022	055757	HEATHER BARTLETT	FY STAND/LOCAL TRAVEL	341.00
500	07/01/2022	25738	JAMES SUPPLIES LLC	FY STAND/PARTS & SUPPLIES/CYLINDER RENTALS	500.00
558	07/01/2022	10897	STATE OF OKLAHOMA	CONCURRENT ENROLLMENT FY22 STAND	186,000.00
575	07/05/2022	927167	LAWTON TERMITE & PEST CONTROL	FY STAND/MONTHLY PEST CONTROL	1,100.00
671	07/12/2022	27720	ROBERT L HINER	FY STAND/PARTS & SUPPLIES	496.00
720	07/13/2022	001591	LAURA M GIL	FY STAND/LOCAL TRAVEL	467.33
725	07/13/2022	004590	DIANNA MICHELE HECKERT	FY STAND/LOCAL TRAVEL	203.72
771	07/14/2022	005493	JO ANN WEBB	FY STAND/LOCAL TRAVEL	233.08
779	07/14/2022	152678	SHERRY A WOOLWINE	FY STAND/LOCAL TRAVEL	256.60
804	07/14/2022	153853	JANET M HANZA	FY STAND/LOCAL TRAVEL	966.27
809	07/14/2022	801720	MILITARY CHILD EDUCATION COALITION	MEMBERSHIP DUES	750.00
930	07/01/2022	10897	STATE OF OKLAHOMA	UTILITIES	16,000.00
1122	08/24/2022	928410	EDUCATION ALIVE INC	INSTRUCTIONAL MATERIALS	3,500.00
1136	08/25/2022	19005	AMAZON CAPITAL SERVICES INC	FY STAND/LIBRARY BOOKS/LTA	240.49
1337	09/28/2022	14470	MIDWEST MUSIC LLC	BAND INSTRUMENTS ARVEST FUNDS	498.00
1560	11/15/2022	28440	FOLLETT CONTENT SOLUTIONS INC	LIBRARY BOOKS	41,317.57
1589	11/18/2022	151468	RAYLISHA S STANLEY	LUNCH FOR STUDENTS	383.00
1790	01/25/2023	19005	AMAZON CAPITAL SERVICES INC	FY STAND/MAKERSPACE SUPPLIES	436.96
1822	01/30/2023	28775	ELIZABETH FABREGA	FY STAND/TRAVEL	500.00
1863	02/09/2023	151231	DARRELL WAYNE MORRIS	FY STAND/TRAVEL	818.72
1886	02/22/2023	927554	SIGN DYNAMIC LLC	CRANE SERVICES TO INSTALL HVAC UNITS/LRC/MMS	900.00

Change Order Listing

Options: Fund: GENERAL FUNDS, Year: 2022-2023, ReferenceDate: PO Date, Date Range: 5/12/2023 - 6/30/2023, Minimum Amount Change: \$200.00, Include Negative Changes: False

1894	02/28/2023	152572	MEGHAN KATHRYN HALEY	FY STAND/STATE TRAVEL/PER DIEM	247.50
1900	03/01/2023	928795	GENERAL PARTS LLC	RATIONAL OVEN PRE SITE	459.28
1930	03/20/2023	151231	DARRELL WAYNE MORRIS	AWARE PD TRRAVEL EXPENSES	570.24
1934	03/20/2023	152715	ROBIN THARRINGTON	AWARE PD TRRAVEL EXPENSES	378.00
2005	05/12/2023	18272	B & H FOTO & ELECTRONICS CORP	FY STAND/MAKERSPACE SUPPLIES	900.00
2008	05/12/2023	9252	SAMS CLUB DIRECT	FY STAND/MAKERSPACE SUPPLIES	300.00
2021	06/07/2023	19005	AMAZON CAPITAL SERVICES INC	FY STAND/OFFICE SUPPLIES	251.00
<b>Non-Payroll Total:</b>					<b>\$352,249.92</b>
<b>Payroll Total:</b>					<b>\$702,354.52</b>
<b>Report Total:</b>					<b>\$982,027.17</b>

**Change Order Listing**

**Options:** Fund: BUILDING FUND, Year: 2022-2023, ReferenceDate: PO Date, Date Range: 5/12/2023 - 6/30/2023, Minimum Amount Change: \$200.00, Include Negative Changes: False

1	07/01/2022	923639	CDBL INC	FY22 GEN CONDITIONS & GEN TRADES	20,000.00
43	08/24/2022	928623	MATHERLY MECHANICAL CONTRACTORS LLC	SHOEMAKER BUILDING/HVAC RENOVATION PER BID SPECS	58,359.78
119	04/19/2023	928012	THE ADT SECURITY CORPORATION	LABOR TO REPAIR ALARM	11,947.00
120	04/25/2023	928473	RYAN HERRING CONSTRUCTION	LABOR TO REPAIR WATER LEAK/LHS	6,333.00

<b>Non-Payroll Total:</b>	<b>\$96,639.78</b>
<b>Payroll Total:</b>	<b>\$0.00</b>
<b>Report Total:</b>	<b>\$96,639.78</b>

**LAWTON PUBLIC SCHOOLS  
SUMMARY OF FINANCIAL ACTIVITIES  
FY23 MAY**

FUND	Beginning Period Balance	Outstanding Payments Beginning	Period Revenue	Paid FY22 (include wires,WC,&ADJ)	Outstanding Payments Ending	CASH BALANCE
GENERAL FUND (11)	\$ 41,634,781.66	\$ 4,436,980.21	\$ 12,594,931.15	\$ 10,110,481.20	\$ 4,366,247.38	\$ 44,048,498.78
BUILDING LEVY FUND (21)	\$ 15,648,548.51	\$ 526.35	\$ 136,768.03	\$ 407,728.82	\$ 412.44	\$ 15,377,473.81
MUNICIPAL TAX (26)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BOND (32)	\$ 292,174.90	\$ -	\$ -	\$ 292,174.90	\$ -	\$ (0.00)
BOND 2017 (33)	\$ 8,702,258.41	\$ 715.53	\$ 10,280.83	\$ 396,343.88	\$ 20,180.53	\$ 8,335,660.36
LEASE PURCH (34)	\$ 10,464,505.06	\$ -	\$ 1.13	\$ 10,462,982.00	\$ -	\$ 1,524.19
SINKING (41)	\$ 10,918,427.74	\$ -	\$ 230,973.35	\$ 325,000.00	\$ 325,000.00	\$ 11,149,401.09
ENDOW (50)	\$ 179,602.45	\$ -	\$ (944.31)	\$ -	\$ -	\$ 178,658.14
ACTIVITY (60)	\$ 3,276,751.98	\$ -	\$ 218,955.26	\$ 295,301.07	\$ 35,214.07	\$ 3,200,406.17
GIFTS (81)	\$ 14,000.00	\$ -	\$ 9,000.00	\$ 1,000.00	\$ -	\$ 22,000.00
WC (83)	\$ 12,539.33	\$ -	\$ -	\$ 1,190.94	\$ -	\$ 11,348.39
	\$ 91,143,590.04	\$ 4,438,222.09	\$ 13,199,965.44	\$ 22,292,202.81	\$ 4,747,054.42	\$ 79,124,564.76





**LANCE GIBBS**

*CFO / Treasurer*

580-215-0255 Ext 2047 PHONE

580-585-6405 FAX

lance.gibbs@lawtonps.org

DESIGNATION OF  
LAWTON PUBLIC SCHOOLS  
INVESTMENT ACCOUNT

The school district treasurer is authorized to establish an investment account for the period of:

**June 30, 2023 to December 31, 2023**

The treasurer shall first determine which monies, during this period that cannot be used for the purpose for which they are to be expended and then place these monies in this investment account.

The school district treasurer is authorized by the Board of Education to buy and sell from the investment account in accordance with School Laws of Oklahoma, Section 664 at the highest possible rate of interest.

As of the opening date of this period,

The district's operating account balance is/was: **\$ 78,983,733.52**

And the balance in the investment accounts are/were: **\$ 141,775.55**

Approved at regular meeting of the Board of Education of the Lawton Independent School District No. I-8 at Lawton, Oklahoma on

  
\_\_\_\_\_  
Treasurer

**INVESTMENT RATES:**

Operating Accounts	Rate	Balance
Checking Account	0.01%	<u>\$ .00</u>
Money Market	0.01%	<u>\$ .00</u>
ICS	4.88%	<u>\$ 78,983,733.52</u>
 OLAP – Pooled Investments	4.86%	<u>\$ .00</u>
 STIFEL-	Variable	<u>\$ 141,775.55</u>
BOK – Lease Purchase	2.00%	<u>\$ .00</u>

***APPLICATION FOR TEMPORARY APPROPRIATIONS***

WHEREAS: The needs of the Board of Education of Lawton Independent School District I-8 of Comanche County requires the immediate approval of temporary appropriations for the fiscal year 2023-2024.

NOW, THEREFORE, BE IT RESOLVED, that the County Excise Board of Comanche County be requested to approve temporary appropriations to the extent of and not to exceed one-hundred percent (100%) of the total estimated needs as submitted to said Board as follows:  
As published for annual mill election.

**REQUESTED APPROPRIATIONS**

<b>General Fund</b>	\$ <u>140,000,000</u>
<b>Building Fund</b>	\$ <u>15,000,000</u>
<b>Bond Fund</b>	\$ <u>10,000,000</u>
<b>Sinking Fund</b>	\$ <u>3,500,000</u>

**APPROVED AND ADOPTED THIS 22nd day of June, 2023.**

**THE BOARD OF EDUCATION  
Lawton School District I-008  
Comanche County, Oklahoma**

**ATTEST:**

\_\_\_\_\_  
**Clerk – Board of Education**

\_\_\_\_\_  
**President - Board of Education**

**APPROVED** by the \_\_\_\_\_ **Comanche County** \_\_\_\_\_ **Excise Board** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**THE COUNTY EXCISE BOARD  
Comanche County, Oklahoma**

\_\_\_\_\_  
**Chairman - County Excise Board**

**ATTEST:**

\_\_\_\_\_  
**Member**

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

\_\_\_\_\_  
**Member**

**LAWTON PUBLIC SCHOOLS  
TITLE VI INDIAN EDUCATION PROGRAM  
INDIAN PARENT COMMITTEE  
BYLAWS  
2023-2024**

**ARTICLE I**  
Name of Committee

The name of the Title VI Indian Education Committee shall be the Lawton Public Schools Indian Parent Committee (LPSIPC).

**MISSION STATEMENT:**

Our mission is to fully participate in an advisory role  
in the Title VI Indian Education Program.

**ARTICLE II**  
Duties and Limitations of LPSIPC

Section 1. Duties: The LPSIPC shall have the responsibility to participate fully in the planning, development, implementation and evaluation of all the services and activities provided by the project. In addition, the LPSIPC will:

1. Work with district administration to conduct a comprehensive Needs Assessment to determine the culturally related academic needs and the general educational needs of AI/AN students within the district;
2. Monitor and evaluate the ongoing progress of the project towards meeting established goals and objectives and recommend appropriate action to the project director;
3. Review and analyze the district-wide annual data disaggregation report for all students;
4. Meet with Federal Programs Administration during regular scheduled IPC meetings to review the project Needs Assessment, progress report and discuss district services for the AI/AN community;
5. Participate in the preparation, monitoring and revision of the project budget and work plan;
6. Approve the annual grant application and any subsequent revisions in writing prior to submission;
7. Shall ensure and implement district-wide cultural enrichment activities and events;
8. Act as a forum in which to discuss community issues, needs and recommendations related to the district educational program;

9. Review, amend and approve parent committee bylaws on an annual basis;
10. Solicit input from the Indian community by planning a minimum of one (1) public hearing per school year to obtain comments and recommendations regarding the goals and operation of the project;

Section 2. Limitations: The LPSIPC shall have no power to bind any member of the school district to any debt, without an express written authorization from the school district;

1. No member of the LPSIPC shall be required to provide any sum of money (i.e. membership fees, dues, etc.) or property to the LPSIPC;
2. The LPSIPC shall not pay any member for carrying out the delineated responsibilities in the bylaws;
3. The committee shall have no power other than those specified herein;
4. Members will avoid any appearance of a conflict of interest by abstaining from voting on any project matter which may benefit their immediate family more than the rest of the project population;
5. LPSIPC members shall not work for the Title VI Project;
6. No more than one family member per household may serve as a voting member of the LPSIPC.

### ARTICLE III Committee Structure

Section 1. Eligibility: The composition of the LPSIPC will be made up from at least the following:

- a) Eight or more than half of the committee must be parents of project-enrolled students, including individuals acting "in loco parentis" (legal guardian of a project-enrolled student);
- b) One district teacher or guidance counselor
- c) Project enrolled secondary school students (where appropriate)
- d) Tribal representative designated by Tribal Leadership

A member will no longer be eligible to serve on the LPSIPC if:

- a) The parent representative's child no longer attends a district school;
- b) The teacher/counselor representative is no longer employed by the district;
- c) The student representative no longer attends a district school.

Section 2. Committee Size: The LPSIPC shall consist of no less than four and no more than 15 eligible members.

Section 3. Election of Committee: The committee membership shall be established through a general election among all eligible constituents at the assigned IPC meeting.

Nominations will be taken at the assigned IPC meeting. Those nominees who receive the largest pluralities in the total vote count will be elected. If necessary, two (2) regular positions shall be reserved for the LPSIPC teacher/counselor and secondary student to assure compliance with Title VI regulations. If there are no student or teacher nominees, the committee shall seek appointments for these two positions from the district.

1. Each LPSIPC nominee shall complete and sign a LPSIPC Title VI Indian Education Act Parent Committee application form to verify eligibility to serve on the committee;
2. Nominees must be present to be elected;
3. Ex-officio/honorary memberships may be awarded by the majority vote of the quorum. These members will receive meeting notices and participate in meetings but may not vote.
4. Memberships to the LPSIPC cannot be transferred;
5. A public notice of the parent committee elections will be provided to the community at least two (2) weeks prior to the election.

Section 4. Termination of Membership:

1. A member may be removed from the LPSIPC upon missing three (3) or more regular meetings for which he/she has not provided prior notification. A member must notify the Federal Programs Administration at least four hours in advance of the scheduled meeting if he/she cannot attend;
2. Termination of an LPSIPC member will be carried out by a majority vote of the quorum;
3. The Chairperson shall give notification of termination in writing;
4. Membership shall be terminated by majority vote of the committee if a member becomes disruptive in meetings.
5. An officer shall be terminated by majority vote at a special meeting of the committee if the committee deems a vote of no confidence in the officer's leadership abilities.

Section 5. Resignation: Any member may resign either in writing or by notifying the LPSIPC Chairperson or Federal Programs Administration. The Chairperson will inform the LPSIPC of the resignation at the next formal meeting.

Section 6. Removal: The Parent Committee may by majority vote remove any member of the committee for:

1. Neglect of duty;
2. Being found guilty of any gross misdemeanor or felony charge in state, federal or tribal court of law; or;
3. Proven violations of the committee bylaws.

Section 7. Vacancies: Any LPSIPC vacancy shall be filled by the affirmative vote of the majority of the quorum of the LPSIPC at the next formal meeting. The potential member with the highest number of votes will fill the vacancy. The new member will serve only for the term of the vacant member.

Section 8. Delegates: LPSIPC representatives to national, regional and state training conferences will be chosen based upon their attendance and active participation at LPSIPC meetings and functions;

1. Selected delegates/representatives will be expected to attend the entire length of the conference;
2. Selected delegates/representatives will give a verbal report of the conference information obtained at the next regular meeting.

#### ARTICLE IV Sub-Committees

Section 1. Sub-committees: The LPSIPC may establish the following standing subcommittees each year at the first regular monthly LPSIPC meeting following the LPSIPC elections:

1. Bylaws;
2. Cultural Education;
3. Needs Assessment;
4. Other ad-hoc sub-committees may be formed periodically (or combined) throughout the year for the duration of a special project as deemed necessary by the LPSIPC.

Volunteers from the LPSIPC or the community may serve on standing or temporary committees.

#### ARTICLE V Officers

Section 1. Officer Titles: will be as follows;

1. Chairperson;
2. Vice-Chairperson;
3. Secretary.

Section 2. Selection and Terms of Office: The Officers of the LPSIPC shall be nominated and elected by the majority vote of the LPSIPC at the assigned IPC meeting of each year and shall serve for a full year.

Section 3. Duties of Office:

1. The Chairperson shall perform all duties incidental to the Office of Chairperson and such other duties as may be prescribed by the LPSIPC. The duties of the Chairperson will be to:
  - a. Know the major rules or parliamentary procedures of conducting a meeting;

- b. Review the agenda for the meeting;
- c. Conduct all general parent committee meetings;
- d. Uphold order at meetings;
- e. Sign all letters, reports, Grant's Parent Committee Approval form and other documents as may be required;
- f. Be an ex-officio member of all standing committees;
- g. Other duties as may be prescribed by the LPSIPC.

2. The duties of the Vice-Chairperson will be to:

- a. Preside in the absence of the Chairperson;
- b. Exercise all the rights and privileges of the Chairperson when acting in that capacity;
- c. Oversee work of standing committees;
- d. Perform such other duties as may be prescribed by the Chairperson or by the LPSIPC.

3. The duties of the Secretary will be to:

- a. Record minutes of all meetings;
- b. Provide copies of the minutes to the Federal Programs Administration, the LPSIPC and to such other persons the LPSIPC may indicate;
- c. Represent the Chairperson in the absence of both the Chairperson and Vice-Chairperson;
- d. Ensure that required public notices are posted in accordance with the provisions of these bylaws;
- e. Act as custodian of the LPSIPC records;
- f. Maintain an updated list of contact information of LPSIPC members;
- g. Maintain yearly attendance records of meetings and functions;
- h. Perform such other duties as may be prescribed by the Chairperson or by the LPSIPC.

Section 4. Election and term of Office:

- 1. Officers shall be elected by majority vote of LPSIPC members at the assigned regular meeting;
- 2. Officers shall assume their duties immediately upon election;
- 3. The term of each officer shall be one year.

Section 5. Vacancy: Any officer vacancy may be filled by a majority vote of the quorum at a regular meeting. The newly-elected officer shall serve only for the remainder of the term.

Section 6. Removal: Any officer may be removed by a majority vote of all voting members present at the meeting for any violation under Article III, Section 7. The officer must receive written notice by certified mail at least five (5) working days prior to the next meeting.

Section 7. Training: Officers will attend training provided by the project in order to fulfill their duties and responsibilities.

## ARTICLE VI

### Meetings

Section 1. Regular Meetings: The LPSIPC shall meet not less than four (4) times during the school year. The date and time of regular meetings will be decided by a majority vote at the August meeting of each year. All regular meetings of the LPSIPC shall be open to the public. Public notice of regular meetings shall be in writing and shall state the date, hour and location of the meeting not less than one week before the date of such meeting. Committee Members will be notified not less than one week before the date of such meeting. A copy of the agenda shall accompany the meeting notice.

Section 2. Quorum: A quorum shall consist of a simple majority of the total number of committee members who have been duly elected and remain active.

Section 3. Agenda: The agenda for each meeting shall be prepared by the Chairperson and Project Staff. Individual members of the LPSIPC are encouraged to submit agenda items to the Chairperson.

Section 4. Special Meetings: Any special meetings may be called by the Chairperson or by a majority vote of the LPSIPC. All members shall be notified within at least one (1) day prior to the meeting.

Section 5. Procedures: Meetings will be conducted in accordance with Robert's Rules of Order or in accordance with appropriate adaption thereof.

## ARTICLE VII

### Amendments

Section 1. Procedures: These bylaws may be amended at any official meeting of the LPSIPC by a majority vote of members in attendance of such meeting. Any amendment shall not:

1. Violate federal or school district policies and regulations;
2. Confer any power or responsibilities beyond those authorized by the current federal regulations pertaining to the Title VI Indian Education Act or school district policies and procedures.

ARTICLE VIII  
Ratification

Section 1. Adoption: These bylaws shall be declared adopted by the LPSIPC when passed by majority vote of members in physical, virtual, phone and/or electronic (email) at any official LPSIPC meeting.

The Title VI Indian Education Program Indian Parent Committee and the Lawton Public Schools District hereby approve these bylaws.

IN WITNESS THEREOF:

DocuSigned by:  
DEANDREA HUGHES  
DD189D79E0F7423...  
LPS IPC Chairperson

6/20/2023  
Date

Raylisha Stanley  
LPS Indian Education Liaison

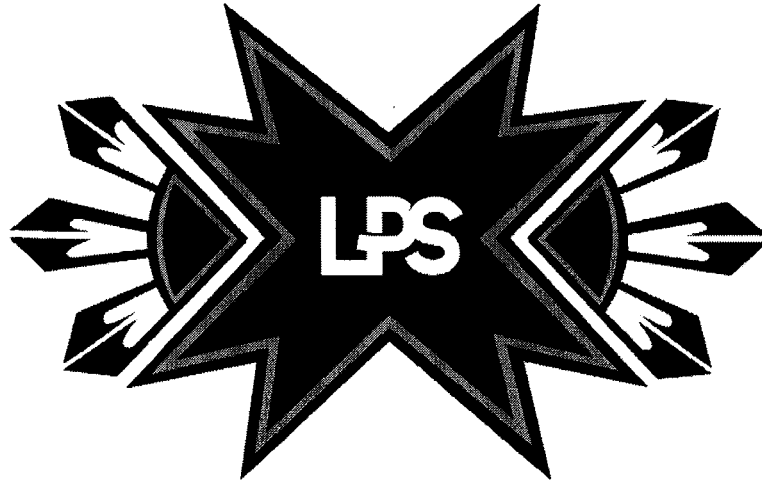
6/20/2023  
Date

\_\_\_\_\_  
LPS Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
LPS School Board Chairperson

\_\_\_\_\_  
Date



LAWTON PUBLIC SCHOOLS  
JOHNSON O'MALLEY  
INDIAN EDUCATION PROGRAM  
BY-LAWS  
2023-2024

LAWTON PUBLIC SCHOOLS  
JOHNSON O'MALLEY INDIAN EDUCATION PROGRAM BY-LAWS

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Article II	Purpose
Article III	Membership
Article IV	Officers and Committeemen
Article V	Meetings
Article VI	Accounting
Article VII	Parliamentary Authority
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Addendum I	Grievance Policy

LAWTON PUBLIC SCHOOLS

JOHNSON O'MALLEY INDIAN EDUCATION PROGRAM BY-LAWS

ARTICLE I. NAME OF COMMITTEE

- A. Lawton Public Schools Johnson O'Malley Indian Education Committee

ARTICLE II. PURPOSE OF THE COMMITTEE

- A. The establishment and the work of the parent committee is to comply with the regulations as found in the Federal Register, Volume 40, Number 213, Tuesday, November 4, 1975. (Refer to 25 CFR Part 273.16, Powers and Duties of the Indian Education Committee to complete the purposes).
  - 1. To promote the welfare of the Indian children and youth in home, school, community and tribe.
  - 2. To raise the standards of the school achievement of Indian children.
  - 3. To bring into close relationship the home and the school so that parents and teachers may cooperate intelligently in the education of Indian children and youth.

ARTICLE III. MEMBERSHIP

- A. Establishment of the Parent Support Members
  - 1. Parents of eligible Johnson O'Malley Indian students in the Lawton Public School District are encouraged to become involved and attend each scheduled meeting.
  - 2. Parents are automatically enrolled as a Parent Support Member
  - 3. No annual election is required for the Parent Support Members.
- B. Voting Rights
  - 1. Each member shall have one vote in any matter submitted to the parent committee for a general vote.
  - 2. Proxy voting and absentee balloting shall not be permitted.
  - 3. A member may abstain from voting on any matter.
- C. Termination of Parent Support Membership
  - 1. The child of the member is no longer enrolled in the Lawton Public School district.
- D. Powers and Duties of the Indian Education Committee
  - 1. Recommend curriculum, including texts, materials, and teaching methods to be used in the contract programs.
  - 2. Approve the budget preparation and execution.
  - 3. Recommend criteria for employment in the program.

**LAWTON PUBLIC SCHOOLS  
JOHNSON O'MALLEY INDIAN EDUCATION PROGRAM BY-LAWS**

4. Nominate a reasonable number of qualified prospective staff members from which the Lawton Public School district would be required to select from.
5. Evaluate JOM funded positions and program results and make recommendations to the Lawton Public School district.
6. Secure the JOM application.
7. Recommend cancellation or suspension of the JOM program if Lawton Public Schools district fails to permit the committee to exercise powers of duties.
8. The organizational papers and the by-laws of the Lawton Public Schools Johnson O'Malley Indian Education Committee may include additional powers and duties which would permit the Committee to:
  - a) Participate in negotiations concerning all applications under this part.
  - b) Make an annual assessment of the learning needs of Indian children in the community affected.
  - c) Have access to all reports, evaluations, surveys and other programs and budget related documents determined necessary by the Committee to carry out its responsibilities, subject only to the provision of 273.49.
  - d) Request period reports and evaluations regarding the Lawton Public Schools Johnson O'Malley Indian Education Program.
  - e) Hear grievances related to the programs in the education plan.
  - f) Meet regularly with the professional staff serving Indian children and with the local education agency.
  - g. Hold committee meetings on a regular basis, open to the public.
  - h) Have additional powers as are consistent with these regulations.

**ARTICLE IV. OFFICERS and COMMITTEEMAN**

- A. Establishment of the Lawton Public Schools Johnson O'Malley Indian Education Committee
  1. According to Sub-Part A, Part 273.15 of the November 4, 1975 regulations, an Indian Education Committee is to be elected from among parents (including persons acting "in loco parentis") except school officials of eligible Indian students enrolled in the schools affected by a subcontract under this part.

**LAWTON PUBLIC SCHOOLS  
JOHNSON O'MALLEY INDIAN EDUCATION PROGRAM BY-LAWS**

2. The Lawton Public Schools Johnson O'Malley Indian Education Committee shall be composed of a minimum of seven (7) members.

- a) Chairman
- b) Vice Chairman
- c) Secretary
- d) Committeeman 1
- e) Committeeman 2
- f) Committeeman 3
- g) Committeeman 4

**B. Election and Term of Office**

1. The officers and committeemen of the Lawton Public Schools Johnson O'Malley Indian Education Committee shall be elected by a majority vote. The Chairperson, Secretary, and Committeeman 1 and Committeeman 4 are elected for a three year term and the Vice Chairperson, Committeeman 2, Committeeman 3 is elected for a two year term.

**C. Vacancy**

- 1. A vacancy in the Lawton Public Schools Johnson O'Malley Indian Education Committee may be filled by a majority vote of the members present at a general meeting. The newly elected officer shall serve only for the unexpired portion of the term of the vacant office.
- 2. Parent members are allowed to volunteer for an open position providing no opposition withstanding.

**D. Removal/Termination**

- 1. Any officer and/or committeeman may be removed by a two-thirds vote of all the members present whenever it is in the best interest of the committee.
- 2. Any officer and/or committeeman may resign by giving a written resignation to the parent committee.
- 3. Any officer and/or parent committee shall be automatically removed from their position in the Lawton Public Schools Johnson O'Malley Indian Education Committee for the following reasons:
  - a) The member does not attend any regular or special meetings of the committee for three (3) consecutive months.
  - b) The child of the member is no longer enrolled in the Lawton Public School District.
- 4. Transferring of elected positions
  - a) Elected positions of the Lawton Public Schools Johnson O'Malley Indian Education Committee cannot be transferred between members.

**LAWTON PUBLIC SCHOOLS  
JOHNSON O'MALLEY INDIAN EDUCATION PROGRAM BY-LAWS**

**E. Duties of the Officers and the Committeemen**

**1. Chairperson**

a) The Chairperson shall perform all duties incidental to the office of the Chairperson and such other duties as may be prescribed by the Lawton Public Schools Johnson O'Malley Indian Education Committee from time to time. Specific duties are to preside over all general committee meetings and sign all letters, reports and other committee papers as required.

**2. Vice-Chairperson**

a) The Vice-Chairperson will assume the role of the Chairperson in his/her absence. Other duties of the vice-Chairperson are: ensure that the membership on the Lawton Public Schools Johnson O'Malley Indian Education Committee is consistent with Federal guidelines and arrange for speakers and special events. He or she shall perform such other duties as may be prescribed by the committee from time to time.

**3. Secretary**

a) The Secretary shall keep the minutes of the meetings, regular, special, and emergency and shall provide minutes to the committee, school administrator, and to such other persons the committee may indicate in a timely manner. He or she shall see that all notices are given in accordance with the provisions of these by-laws, be custodian of the committee's records and keep a list of the addresses and telephone numbers of each committee member. The Secretary shall perform other such duties as prescribed by the Lawton Public Schools Johnson O'Malley Indian Education Committee from time to time.

**4. Committeeman**

- a) The Committeeman of the Lawton Public Schools Johnson O'Malley Indian Education Committee shall attend the Lawton Public Schools Johnson O'Malley Indian Education Committee meetings, have full voting rights, and assist the Lawton Public Schools Johnson O'Malley Indian Education Committee officers and Johnson O'Malley staff in the program design, implementing and evaluating the Johnson O'Malley program.
- b) Being a Lawton Public Schools Johnson O'Malley Indian Education Committeeman does not give any one member any authority. You are a Lawton Public Schools Johnson O'Malley Indian Education Committee Board Member during the Board meeting.
- c) You may not represent yourself as a Lawton Public Schools Johnson O'Malley Indian Education Committee Board Member on any occasion unless you have been given authority, by motion of the Lawton Public Schools Johnson O'Malley Indian Education Committee to represent yourself as such.

**LAWTON PUBLIC SCHOOLS  
JOHNSON O'MALLEY INDIAN EDUCATION PROGRAM BY-LAWS**

- d) Lawton Public Schools Johnson O'Malley Indian Education Committeeman members are to vote on any issue (motion) that is brought before the Board. The only reason that a Lawton Public Schools Johnson O'Malley Indian Education Committee member would abstain from voting would be a conflict of interest issue.

**ARTICLE V. MEETINGS**

- A. The Lawton Public Schools Johnson O'Malley Indian Education Committee shall have meetings no less than four (4) times per year and on the call of the chairperson. A majority of members present at any meeting may adjourn the meeting.
  - 1) Regular Meetings
    - a) The date and time of regular meetings will be approved by a majority vote at the beginning of the school year by the Committee.
    - b) Notice of regular meetings shall be in writing and shall state the date, time and location of the meeting.
      - 1) Public notice will be posted via internet (Lawton Johnson O'Malley Facebook, Lawton Public Schools webpage).
    - c) All members shall be notified in-person, through email or by telephone, if necessary.
    - d) A copy of the agenda shall be distributed at each meeting.
      - 1) Minutes shall be made available at the regular meeting, read and approved.
    - e) All regular meetings shall be open to the public in compliance with the Open Meeting Act.
  - 2. Parent/Community Meetings
    - a) The date and time of meetings will be approved by the committee.
    - b) Notice of regular meetings shall be in writing and shall state the date, time, and location of the meeting.
      - 1) Public notice will be posted via internet (Lawton Johnson O'Malley Facebook, Lawton Public School webpage).
    - c) All members shall be notified in-person, through email or by telephone, if necessary.
    - d) A copy of the agenda shall be distributed at each meeting.
      - 1) Minutes shall be made available at the regular meeting, read and approved.
    - e) All regular meetings shall be open to the public in compliance with the Open Meeting Act.

**LAWTON PUBLIC SCHOOLS  
JOHNSON O'MALLEY INDIAN EDUCATION PROGRAM BY-LAWS**

**3. Special Meetings**

- a) Special meetings may be called by the chairperson or by a majority vote of the committee. All members shall be notified in-person, through email or by telephone, if necessary.
- b) Committee members will be permitted to join Special Meetings via telephone conference line and/or video conferencing.

**4. Quorum**

- a) A simple majority of the committee shall be required to constitute a quorum necessary for the transaction of the business of the Lawton Public Schools Johnson O'Malley Indian Education Committee. No decision of the committee shall be valid unless there is a majority vote of the members constituting a quorum.
- b) Committee members will be permitted to join Special Meetings via telephone conference line and/or video conferencing.

**5. Agenda**

- a) The agenda for each meeting shall be prepared by the Chairperson or the Indian Education Coordinator. Individual members of the Lawton Public Schools Johnson O'Malley Indian Education Committee are encouraged to submit agenda items for the Chairperson or present their proposals formally under the agenda of "New Business."
- b) An item may be placed on the agenda for discussion by contacting the Chairperson in writing at least two (2) days prior to the regular meeting date.

**ARTICLE VI. ACCOUNTING**

**A. Account Management**

- 1. Lawton Public School Finance and Business Department will manage the program's accounts.
- 2. In the event, the committee decides to activate as a separate entity away from The Lawton Public Schools Finance and Business Department, the committee shall elect an additional committee member as the Treasurer to oversee the accounting procedures. Such duties will then become separate from the Secretary.

**B. Budget**

- 1. The annual budget for allocated funds will be determined by the needs assessment survey of the eligible child.

**C. Record Keeping**

- 1. In accordance with CFR 25 Part 273, all Lawton Public Schools Johnson O'Malley documentation will be kept on file for a minimum of five (5) years.
- 2. Student documentation will be kept on file in the Lawton Public School Indian Education Office.

LAWTON PUBLIC SCHOOLS

JOHNSON O'MALLEY INDIAN EDUCATION PROGRAM BY-LAWS

ARTICLE VII. PARLIAMENTARY AUTHORITY

- A. The Lawton Public Schools Johnson O'Malley Indian Education Committee will operate and conduct meetings in accordance with Robert's Rules of Order newly revised edition.

ARTICLE VIII. AMENDMENTS

- A. The by-laws may be amended at any regular or special meeting by a majority vote of the members of the Lawton Public Schools Johnson O'Malley Indian Education Committee in attendance, provided that the amendments are to carry out the purpose and objectives of the Lawton Public Schools Johnson O'Malley Indian Education Committee as expressed above. Any amendment must conform to CFR 25, Part 273.

ARTICLE IX. RATIFICATION

LAWTON PUBLIC SCHOOLS  
JOHNSON O'MALLEY INDIAN EDUCATION PROGRAM BY-LAWS

A. These by-laws shall be declared adopted by the Lawton Public Schools Johnson O'Malley Indian Education Committee when passed by majority of the full membership of the committee, at a duly convened meeting of the committee.

The Lawton Public Schools Johnson O'Malley Indian Education Committee  
And the Lawton Public Schools District hereby approves these bylaws.

IN WITNESS THEREOF,

DocuSigned by:  
*DEANDREA HUGHES*  
DD189D79E0F7423...  
Chairman

DocuSigned by:  
*[Signature]*  
B1529C5165234FC...  
Vice-Chairman

DocuSigned by:  
*April Phillips*  
68DF36DD05E74ED...  
Secretary

DocuSigned by:  
*Donna James*  
E510737AD4F54A1...  
Committeeman

ADDENDUM 1. GRIEVANCE POLICY

A. Grievance Policy

1. The purpose of this addendum is to implement the grievance policy established by the Lawton Public Schools Board of Education.
2. A hard copy of the grievance policy will be kept on file with the Lawton Public Schools Johnson O'Malley Indian Education Committee Secretary

\_\_\_\_\_  
LPS School Board President,  
Zeldon Rice

Lawton Public Schools  
Business Operations

Report of Activity Fund Custodian

June 22, 2023

REQUEST APPROVAL TO ESTABLISH NEW ACCOUNT:

Acct Name/Number	Source of Revenue	Approved Expenditures
Kidwind - Sponsors - Charlotte Oates	1. Fundraisers 2. Donations 3. Dues 4. Funds transferred	1. Fundraising expenses 2. Club activities/events/functions 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Funds transferred 5. Reimbursement of expenses 6. Refreshments/supplies
EdTech - Sponsor - Vanessa Perez	1. Fundraisers 2. Donations 3. Funds transferred	1. Fundraising expenses 2. Activities / events / functions 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Funds transferred 5. Reimbursement of expenses 6. Refreshments/food/supplies





AGREEMENT FOR EDUCATIONAL SERVICES  
BETWEEN  
LAWTON PUBLIC SCHOOLS  
AND MARIE DETTY YOUTH AND FAMILY SERVICES, INC.

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This agreement is entered into effective the 22nd day of June, 2023, by and between **INDEPENDENT SCHOOL DISTRICT NO. 8, COMANCHE COUNTY, OKLAHOMA**, also known as Lawton Public Schools “hereinafter referred to as District”, and **MARIE DETTY YOUTH and FAMILY SERVICES, INC., an Oklahoma Corporation**, “hereinafter referred to as MDYFC.

**WITNESSETH:**

**WHEREAS**, the District is required by state and federal regulations to provide educational services to all eligible students; and,

**WHEREAS**, MDYFC is responsible for the operation and maintenance of a Resident Facility which houses students who are entitled to a public education; and,

**WHEREAS**, the District and the MDYFC are authorized by 70 O.S.§1-113 to enter into agreements for the provision of these educational services,

**NOW THEREFORE**, the District and the MDYFC do mutually agree as follows:

1. The District agrees to provide educational services as required by law and which meet or exceed state accreditation standards for all eligible students placed in the Resident Facility pursuant to the provision of 70 O.S.§1-113. Eligible students are defined as those placed in the Resident Facility by court order or by the person or agency having legal custody of the child pursuant to state law.

In accordance with 70 O.S.§1-101, et seq., the Individuals with Disabilities Education Act, 20 U.S.C. 1401, et seq. and other State and Federal laws pertaining to

## Agreement for Educational Services

special education programs for handicapped children, it is acknowledged by both parties that handicapped children who reside at MDYFC are entitled to special education services. It is further acknowledged that in the event that the certified teacher at MDYFC has requested District to employ is not a certified special education teacher, that special education services to be provided to residents of MDYFC by District shall be restricted to those types of services generally provided to special education students on a home bound program. The determination of whether a child is eligible for special education shall be made by the District, under rules and regulations approved by the State Board of Education. When appropriate and when requested, MDYFC may provide assistance in determining which children at MDYFC are eligible and in need of special education.

The District shall, according to the District calendar, provide educational services during the 2023 - 2024 school year as defined by law. The District's obligations shall cease at the end of the school term (May 2024).

2. The District shall provide a certified teacher assigned to MDYFC. The teacher, which shall be a District employee, shall work the same hours and days as are worked by other certified classroom teachers in the District. The District shall make every reasonable effort to provide a substitute to cover classes during the absence of a teacher assigned to MDYFC and will assign substitutes when available, in the same manner as substitutes are assigned in the District's schools. The staff assigned to MDYFC shall constitute a decision of the District. Compensation, including wages and fringe benefits, shall be provided to teachers assigned to the Residential Facility at a rate determined by the District. The District shall also provide appropriate administrative support for the educational program and maintenance of educational records.

## Agreement for Educational Services

Staff supplied by the District shall be evaluated by a District administrator. The evaluation process shall include the input of the assigned representative of MDYFC. In particular, the assigned representative of MDYFC shall provide the designee of the District with information regarding the teacher's compliance with MDYFC regulations.

Should MDYFC find any District employee to have acted in a manner which (1) may constitute grounds for dismissal or non-employment of teachers pursuant to 70 O.S.§6-101, et seq., or (2) indicated an unwillingness or inability to cooperate in achieving institutional program objectives, as provided in this contract, MDYFC shall promptly report the acts in writing to the District.

The District shall investigate such reports and shall take any disciplinary action it deems warranted by its findings. The District shall then report to MDYFC, in writing, its findings, actions and reasons for the specific action (or non-action) taken. MDYFC hereby recognized the District's responsibility to comply with all applicable laws and regulations regarding said disciplinary actions and shall assist the District in such efforts as necessary and requested by the District.

To facilitate performance under this contract, the District shall have full cooperation and assistance from MDYFC, its officers, agents and employees, including, but not limited to, the maintenance of a safe and healthful working environment conducive to the provisions of educational services.

3. MDYFC agrees to provide and maintain areas appropriate for the District to conduct the educational program pursuant to this agreement. MDYFC shall be responsible for all services and costs associated with such services, which are not directly related to education.

## Agreement for Educational Services

4. The District shall furnish current textbooks, workbooks, teacher guides and other materials of the nature and type utilized in the District's Schools. MDYFC will be responsible for providing and maintaining all classroom furniture and equipment such as teacher desks, student desks, chalkboards, storage cabinets, locking file cabinet, etc. MDYFC will also provide appropriate access to a copier and a computer. Any additional requested materials, furniture, equipment, computers or other specialized technology will be subject to agreement between MDYFC and District.

The District shall assume the responsibility for the development and supervision of curriculum taught at MDYFC.

5. Discipline policy and procedures used in the classroom shall be in accordance with state and federal law and District policy, including suspension, time-out and detention procedures. MDYFC shall provide assistance in severe, disruptive situations, and in particular shall furnish appropriate physical protection for the teacher if the teacher is subject to threats or physical acts that place the teacher in danger of bodily harm. MDYFC will provide management and supervision of out-of-classroom suspension, time-out and detention during school. MDYFC will also provide appropriate training in behavior management for District personnel who are assigned at MDYFC.

6. The Teacher will be responsible for recording a student's enrollment, days on roll, student absences, withdrawals and other pertinent educational records according to policy of the District and state and federal law. This information will be provided to Facility personnel upon request. Students serviced in MDYFC will earn credit for successfully completed classes in which they are enrolled in the same manner as other students within the District.

## Agreement for Educational Services

MDYFC agrees to abide by all the rules and regulations issued by the State Department of Education related to certification of the residency of students and their attendance in the District's educational programs.

The District shall provide maintenance of permanent school records for students serviced with assistance from the Facility. Release of information and transfer of records by the Facility and District shall be governed by state and federal law.

7. MDYFC agrees to abide by all rules and regulations issued by the State Department of Education and the District. MDYFC shall certify the residence of all students to the District and shall take any steps necessary to assure attendance of residence at the daytime educational programs provided by the District.

District personnel are required to maintain the same level of confidentiality concerning information about students as required of MDYFC personnel. District personnel may maintain such data or records on said students as required by federal, state or District guidelines; however, any release of information shall be governed by applicable Federal and State law, as well as District policy. This shall include, but not be limited to, the Family Educational Rights and Privacy Act. The State of Oklahoma Standard Form-Consent for Release of Confidential Information shall be utilized, when appropriate, to expedite exchange of records.

The District shall have no responsibility for directly or indirectly financing any MDYFC programs or services.

Prior to the commencement of educational services at MDYFC under this agreement, MDYFC agrees to furnish the District with a certificate of public liability insurance coverage, naming the District as co-insures, in minimum amounts of

## Agreement for Educational Services

\$25,000.00 to any claimant for any number of claims for damages to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$125,000.00 to any claimant for all other claims arising out of a single accident or occurrence, \$1,000,000.00 for any number of claims arising out of a single accident or occurrence. The certificate shall require at least ten (10) days' notice to the District before cancellation of the coverage for any reason. MDYFC agrees to maintain said liability coverage in force during the entire term of this agreement. In addition to such insurance, and not in lieu thereof, MDYFC agrees to indemnify and hold the District, its agents, employees and officers, harmless against any claim, demand or action (including defense costs) against the District. Arising from or growing out of the MDYFC programs or facilities or services provided pursuant to this agreement.

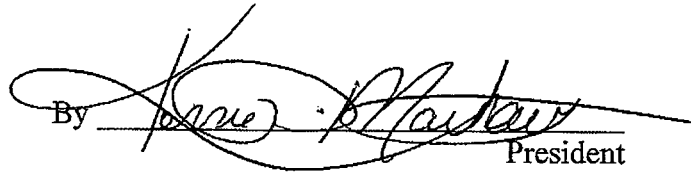
The term of this agreement shall begin on the 1<sup>st</sup> day of July, 2023 and end on June 30, 2024. Thereafter, the agreement shall continue in effect from year to year unless terminated by either party giving thirty (30) days' notice to the other party prior to the end of the existing term. This agreement may be modified only by mutual agreement of the parties. This agreement may be terminated, with or without cause, by either party upon thirty (30) days written notice to the other; however, in the event SEI terminated the agreement prior to the completion of the 2023-2024 school year, or any subsequent school year, SEI shall reimburse the District for any costs, including staff salaries and fringe benefits, the District incurs for staff which cannot otherwise be utilized by the District.

EXECUTED this day and year first above written.

INDEPENDCENT SCHOOL DISTRICT NO. 8,  
COMANCHE COUNTY, OKLAHOMA

By \_\_\_\_\_  
President

MARIE DETTY YOUTH AND FAMILY  
SERVICE CENTER, INC.

By  \_\_\_\_\_  
President

# MEMORANDUM OF UNDERSTANDING

LAWTON PUBLIC SCHOOLS and GREAT PLAINS TECHNOLOGY CENTER agree to offer courses for academic credit through online curriculum providers, in a blended instruction environment, or through traditional instructional delivery. This agreement is valid for school year 2023-24. Grades as reported by Great Plains Technology Center to Lawton Public Schools will be entered on the student's high school transcript for high school credit.

It should be noted that:

- Curriculum is aligned with Oklahoma state standards.
- Curriculum delivery is via online interactive technology, through blended instruction, or by a traditional means by a Highly Qualified teacher certified by the state of Oklahoma in the specific subject.
- Students may enroll having been granted permission to do so by Lawton Public Schools.
- Priority for enrollment will be given to students that are presently enrolled at GPTC (first priority) and students that have pre-enrolled at GPTC (second priority).
- Any fees charged by GPTC for this purpose will be the responsibility of the student.

This agreement is entered into May 1, 2023.

\_\_\_\_\_  
Kevin Hime, Superintendent  
Lawton Public Schools

\_\_\_\_\_  
\_\_\_\_\_, President  
Lawton Board of Education

\_\_\_\_\_  
Clarence Fortney, Superintendent  
Great Plains Technology Center

MEMORADUM OF UNDERSTANDING

LAWTON PUBLIC SCHOOLS and GREAT PLAINS TECHNOLOGY CENTER agree to offer courses for academic credit as specified by the Oklahoma State Board of Education.

Under this agreement, Great Plains Tech Center is responsible for having highly qualified instructors teaching the individual course and for assigning a grade to the student’s completed work. The school district is responsible for transcribing the grade as academic credit.

The highlighted courses are available to students for school year 2023-2024 at Great Plains Tech Center.

Courses Approved for Academic Credit	OCAS Code	Subject Area
<b>Math:</b>		
PLTW Digital Electronics	8711	Counts for a math credit if taught by a math certified teacher
<b>Science:</b>		
PLTW Principles of Biomedical Science	8706	Counts as a science credit if taught by a science certified teacher
PLTW Human Body Systems	8707	Counts as a science credit if taught by a science certified teacher
PLTW Medical Interventions	8708	Counts as a science credit if taught by a science certified teacher
PLTW Aerospace Engineering	8715	Counts as a science credit if taught by a science certified teacher
PLTW Biomedical Innovations	8719	Counts as a science credit if taught by a science certified teacher
<b>Computer Education:</b>		
PLTW Introduction to Engineering By Design	8709	Counts as Computer Technology credit *
PLTW Computer Integrated Manufacturing	8712	Counts as a Computer Technology credit*
PLTW Principles of Engineering	8710	Counts as Computer Technology credit *
<b>Electives:</b>		
Engineering By Design and Development	8716	Elective credit
PLTW Civil Engineering & Architecture	8713	Elective credit

This agreement is entered into May 1, 2023 and must be updated yearly.

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Kevin Hime, Superintendent  
Lawton Public Schools

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Clarence Fortney, Superintendent  
Great Plains Technology Center

## LEASE AGREEMENT

This agreement made this 22<sup>nd</sup> day of June, 2023, by and between Independent School District NO. 8, Comanche County, Oklahoma, hereinafter referred to as LANDLORD, whether one or more, and Armed Services YMCA - Oklahoma, hereinafter referred to as TENANT, whether one or more.

Term: For and in consideration of the prompt payment of rents by Tenant and the exact performance of the conditions and covenants hereinafter set forth by Tenant, Landlord does here by lease to Tenant and Tenant hereby leases from Landlord, for a term commencing on June 22, 2023, ending April 30, 2024. The following described premises: A building approximately 3200 square foot in size positioned on the southeast side of a main building located on the following tract,

860 NW CACHE ROAD    LAWTON, OK  
Known as: ARMED SERVICES YMCA COMMUNITY SERVICE CENTER

Rent Payment: Tenant agrees to pay rent to Landlord in the total amount of \$1.00 and other good and valuable consideration. Tenant shall mail or deliver rent to Landlord. Each monthly installment is payable in advance and is due on the first day of each month of the lease term.

Renewal: On the termination date of the initial term and each subsequent term, the Lease shall not renew unless both parties agree in writing at least thirty (30) days before the termination date.

Utilities: Cost of all utilities shall be Tenant's responsibility.

In the event that it is necessary to make other charges against the deposit the Tenant will be notified with a written statement setting forth such charges.

Use of premises, subletting, surrender and occupancy: Tenant has examined and knows the condition of said premises, and has received the same in good order and repair, and hereby agrees:

A. To use said premises for the purpose of the normal activities and functions of Armed Services YMCA - Oklahoma.

B. Not to sell or assign this lease nor sublet said premises or any part thereof without the prior written consent of Landlord.

C. To keep and maintain said premises in good condition and repair.

Inspections: The Landlord shall have the right to enter the premises at reasonable hours for the purpose of making necessary repairs or periodic inspections, or to show the premises to prospective tenants, purchasers, or mortgagees.

Liability of Tenant for Waste: The Tenant will not allow any waste, misuse, or neglect of any part of the premises and will pay all damages caused by such waste, misuse, or neglect.

Maintenance, Repairs, or Alterations: Tenant acknowledges that the premises are in good order or repair. Tenant shall not paint, paper or otherwise redecorate or make any alterations or improvements of any nature to the premises without prior written consent from Landlord. Any such painting, alterations or improvements shall be at Tenant's expense. Tenant shall promptly notify Landlord in the event repairs are needed. Maintenance and repair of the building, its roof and heating, vent and air conditioning equipment, electricity and plumbing shall be the responsibility of Landlord.

Personal Property of Tenant: All personal property kept by Tenant in said premises shall be at Tenant's sole risk. Landlord of the premises shall not be liable for any damages to or losses of personal property of the Tenant from any cause whatsoever, saving and except only the negligence of the Landlord. Tenant acknowledges that any insurance for loss or damage to said personal property shall be obtained by Tenant and is solely Tenant's responsibility.

Destruction of Premises: If the premises shall be damaged or destroyed by fire or other causes, so to render them unfit for occupancy, this lease may thereupon be terminated at the option of the Landlord or at the option of the Tenant if Tenant immediately vacates and gives written notice within one (1) week of Tenant's intention to terminate the lease. Should the Landlord elect to repair or reconstruct the premises, it shall be done as rapidly as possible. Should the damage be so extensive as to render the premises un-tenantable, then the rent or a just and proportionate part thereof according to the nature and extent of the damage shall abate until the same shall be repaired by Landlord, but the Tenant shall not be entitled to compensation or damage on account of any annoyance or inconvenience in making repairs or on account of such destruction.

LANDLORD:

\_\_\_\_\_  
Superintendent or  
President, Board of Education Independent  
School District No. 8, Comanche County,  
Oklahoma

TENANT:

\_\_\_\_\_  
Che' Cason, Executive Director,  
Armed Services YMCA - Oklahoma

**AGREEMENT FOR EDUCATIONAL SERVICES BETWEEN  
LAWTON PUBLIC SCHOOLS AND  
COMANCHE COUNTY COMMISSIONERS /  
COMANCHE COUNTY REGIONAL JUVENILE DETENTION CENTER**

This Agreement for Educational Services between Lawton Public Schools and Comanche County Commissioners/Comanche County Regional Juvenile Detention Center (hereinafter "Agreement") is entered into effective the **1<sup>st</sup> day of July 2023** by and between INDEPENDENT SCHOOL DISTRICT NO. 8, COMANCHE COUNTY, OKLAHOMA, also known as Lawton Public Schools, (hereinafter "DISTRICT") and COMANCHE COUNTY COMMISSIONERS/COMANCHE COUNTY JUVENILE REGIONAL DETENTION CENTER (hereinafter "COUNTY").

WHEREAS THE DISTRICT is required by state and federal regulations to provide educational services to all eligible students 70 O.S. § 1-113 *et seq.*; and

WHEREAS THE COUNTY is responsible for the operation and maintenance of the Comanche County Regional Juvenile Detention Center (hereinafter "JDC") which houses individuals who are entitled to a public education and qualify as students; and

WHEREAS THE DISTRICT AND COUNTY are authorized by 70 O.S. § 1-113 to enter into agreements for the provision of these educational services.

NOW THEREFORE, THE DISTRICT AND COUNTY do mutually agree as follows:

1. The DISTRICT agrees to provide educational services as required by law and which meet or exceed state accreditation standards for all eligible students placed in JDC pursuant to the provisions of 70 O.S. § 1-113 *et seq.* Eligible students are defined as those in JDC being detained by court order or by the agency having legal custody of the child pursuant to state law.

In accordance with 70 O.S. § 1-101, *et seq.*, The Individuals with Disabilities Education Act, 20 U.S.C. 1401, *et seq.* and other state and federal laws pertaining to special education programs for students with an Individual Education Plan (IEP), it is acknowledged by both parties that students with an Individual Education Plan (IEP) who reside at JDC are entitled to special education services. It is further acknowledged that IEP will be reviewed and services provided as per the IEP or the amended IEP. The

determination of whether a child is eligible for special education services shall be made by the DISTRICT, under rules and regulations approved by the State Board of Education.

2. The DISTRICT shall, according to LPS calendar, provide educational services during the **2023-2024** school year as defined by law. The DISTRICT'S obligations shall cease at the end of the school term (**2023-2024**) and may be renewed by both parties, in writing, if funding by the DISTRICT allows.
3. The DISTRICT shall provide certified teachers assigned to JDC. The certified teachers are at all times employees of the DISTRICT, shall be the DISTRICT'S employees, and shall work the same hours and days as are worked by other certified classroom teachers in the DISTRICT. Compensation, including wages and/or benefits, for the assigned teachers shall be provided and determined by the DISTRICT as the employer of said teacher(s). The DISTRICT shall also provide appropriate administrative support for the educational program and maintenance of educational records and shall keep all educational records as required by the State of Oklahoma and Board of Education. The certified teachers and administrative support are not employees of the COUNTY.

Staff supplied by the DISTRICT shall be evaluated by a DISTRICT administrator as required by DISTRICT guidelines and state law. The evaluation process shall include input of the assigned representative of JDC. In particular, the assigned representative of JDC shall provide the designee of the DISTRICT with information regarding the teacher's compliance with JDC regulations.

Should JDC and/or the COUNTY find any employee of the DISTRICT to have acted in a manner that (1) may constitute grounds for dismissal or non-reemployment of teachers pursuant to 70 O.S. § 6-101, et seq., or (2) indicates an unwillingness or inability to cooperate in achieving institutional program objectives, as provided in this Agreement, the COUNTY and/or JDC shall promptly report the acts in writing to the DISTRICT.

The DISTRICT shall investigate such reports and shall take any disciplinary action it deems warranted by its findings. The DISTRICT shall then report to the COUNTY and JDC, in writing, its findings, actions, and reasons for the specific action (or non-action) taken. The COUNTY recognizes the DISTRICT'S responsibility to comply with all applicable laws and regulations regarding disciplinary actions and shall assist the DISTRICT in such efforts as necessary and requested by the DISTRICT.

4. The COUNTY and JDC agree to provide and maintain areas appropriate for the DISTRICT to conduct educational program pursuant to this Agreement.
5. The DISTRICT will provide the same curriculum that is used in other programs where the students are not in the normal/traditional classroom. The DISTRICT will fund any of the DISTRICT'S programs or services for the educational requirements required by state law and the Board of Education. JDC will be responsible for providing and maintaining all classroom furniture and equipment such as teacher desks, student desks, chalkboards, storage cabinets, locking file cabinet, instructional materials including paper, erasers, writing utensils.
6. The DISTRICT shall assume the responsibility for the development and supervision of curriculum taught at JDC as required by state law and the Board of Education.
7. Discipline policy and procedures used in the classroom at JDC shall be in accordance with the DISTRICT's policies and procedures, subject to state law.
8. The DISTRICT will be responsible for ensuring a student's enrollment, days on roll, student's absences, withdrawals, and other pertinent educational records are recorded and stored according to policy of the DISTRICT and any state or federal law. This information will be provided to JDC personnel upon request. JDC students can earn credits similar to other students that are enrolled in LPS non-traditional programs. THE

DISTRICT shall provide maintenance of permanent school records for students served with assistance from The Comanche County Regional Juvenile Detention Center

9. The COUNTY and JDC agree to abide by all the rules and regulations issued by the State Department of Education related to certification of the residency of students and provide this information to the DISTRICT upon request.
10. The DISTRICT'S personnel are required to maintain the same level of confidentiality concerning information about students as required of JDC personnel. The DISTRICT'S personnel may maintain such data or records on said students as required by federal, state or the DISTRICT'S guidelines; however, any release of information shall be governed by applicable Federal and State law, as well as the DISTRICT'S policy. This shall include, but not limited to, the Family Educational Rights and Privacy Act. The State of Oklahoma Standard Form-Consent for Release of Confidential Information shall be utilized, when appropriate, to expedite exchange of records.
11. Neither Party may assign this Agreement in whole or in part to another third party. This Agreement shall create no rights or benefits in any third party.
12. The DISTRICT shall assume responsibility for, indemnify, and save the COUNTY, its officials, officers, employees and agents, together with any public trusts in which the County holds a beneficial interest, harmless from all liability and claims for injury to, or death of persons, or damage to property arising from the DISTRICT's negligent acts, errors, or omissions, or those of the DISTRICT's agents or employees, arising out of performance of the Contract.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

THE DISTRICT:  
INDEPENDENT SCHOOL DISTRICT NO. 8  
COMANCHE COUNTY, OKLAHOMA

BY: \_\_\_\_\_  
President, Lawton Board of Education

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
School Board Attorney

\_\_\_\_\_  
Date

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2023

THE COUNTY:  
COMANCHE COUNTY JUVENILE BUREAU

BY:   
\_\_\_\_\_  
BRENDA MYERS  
DIRECTOR

5/22/23  
\_\_\_\_\_  
Date

COMANCHE COUNTY REGIONAL JUVENILE  
DETENTION CENTER

BY:    
\_\_\_\_\_  
~~TERESSA BAILEY~~  
SUPERINTENDENT

\_\_\_\_\_  
Date

Approved by the Board of County Commissioners of Comanche County, Oklahoma this

\_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Commissioner  
Chairperson

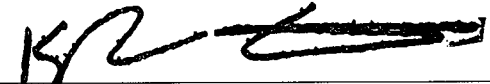
\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner  
Vice-Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner  
Member

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Kyle Cabelka  
District Attorney

\_\_\_\_\_  
5-17-23  
Date

ATTEST: \_\_\_\_\_  
Carrie Tubbs  
County Clerk

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_ 2023.



AMENDMENT TO RENEW THE FOOD SERVICE MANAGEMENT COMPANY CONTRACT RENEWAL FOR 2023-2024 SCHOOL YEAR

District Name: \_\_\_\_\_ County/District Code: \_\_\_\_\_

Fixed-Price Per Meal/Lunch Equivalency (LE) rate for SY2023: \$\_\_\_\_\_

This amendment is to renew the \_\_\_\_\_ (original year) food service management contract between \_\_\_\_\_ (district) and \_\_\_\_\_ (FSMC) for renewal year 2023-2024. contract<sup>ajc</sup>

The parties desire to amend the on \_\_\_\_\_ (date). The term of this contract shall be for one (1) year beginning on July 1, 2023, and continuing until June 30<sup>th</sup>, 2024, unless terminated by either party.

The Fixed-Priced per Meal/Lunch Equivalency rate for the 2023-2024 school year is \$\_\_\_\_\_.

The rate listed above shall not go over the March CPI of 8.8% and will remain unchanged for the 2024 school year. The FSMC will not and cannot change the rate before June 30, 2024, or directly bill the district. Any other changes to the original contract or amendments to the contract will need to be sent to the State Agency on school letterhead. If applicable, a transition plan will be sent to the State Agency each time the FSMC takes a new employee.

**The price of the lunch equivalency rate on page 12 of the original contract and the labor rate cannot be increased during the entire duration of the 5-year contract.**


District Name: \_\_\_\_\_

FSMC Name: \_\_\_\_\_

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

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

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

Signature: 

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

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

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

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

**Fax or email this form to Karen Davis or Becky Gray by June 1, 2023.** Fax: 405-521-2239; [Karen.Davis@sde.ok.gov](mailto:Karen.Davis@sde.ok.gov) or [Becky.Gray@sde.ok.gov](mailto:Becky.Gray@sde.ok.gov)

(State Use Only)

Approved by: \_\_\_\_\_

<i>Fixed-Priced Per Meal Rate:</i>
FY2023 Rate: \$_____
X (CPI rate of 8.8%) =
FY2024 LE Rate: \$_____



**AIA**

# Document A133™ – 2009

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

**AGREEMENT** made as of the **Twenty-eighth** day of **April** in the year Two Thousand **Twenty-three**

*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:

*(Name, legal status and address)*

**Lawton Public Schools  
753 Fort Sill Blvd  
Lawton, OK 73507-1009**

and the Construction Manager:

*(Name, legal status and address)*

**CDBL, Inc.  
P.O. Box 485  
Lawton, OK 73502**

for the following Project:

*(Name and address or location)*

**Lawton Public Schools  
Lincoln Elementary School  
New Fencing & Paving  
601 SW Park Avenue  
Lawton, OK 73501**

The Architect:

*(Name, legal status and address)*

**CDBL, Inc.  
P.O. Box 485  
Lawton, OK 73502**

The Owner's Designated Representative:

*(Name, address and other information)*

**Kevin Hime  
753 Fort Sill Blvd.  
Lawton, OK 73507-1009  
580-357-6900**

### **ADDITIONS AND DELETIONS:**

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

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

AIA Document A201r"-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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**User Notes:**

(389ADA3E)

The Construction Manager's Designated Representative:  
*(Name, address and other information)*

**CDBL, Inc.**  
**P.O. Box 485**  
**Lawton, OK 73502**  
Telephone Number: **580-355-5463**  
Fax Number: **580-355-5469**

The Architect's Designated Representative:  
*(Name, address and other information)*

The Owner and Construction Manager agree as follows.

Init.

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- 10 TERMINATION OR SUSPENSION
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*(Paragraph Deleted)*

### ARTICLE 1 GENERAL PROVISIONS

#### § 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

#### § 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

#### § 1.3 General Conditions

For the Preconstruction Phase, AIA Document A20F1'L2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2007, which document is incorporated herein by reference. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

Init.

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User Notes:

(389ADA3E)

## **ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES**

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

### **§ 2.1 Preconstruction Phase**

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

### **§ 2.1.2 Consultation**

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

**§ 2.1.3** When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

### **§ 2.1.4 Phased Construction**

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

### **§ 2.1.5 Preliminary Cost Estimates**

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

**§ 2.1.5.2** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

### **§ 2.1.6 Subcontractors and Suppliers**

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

**§ 2.1.7** The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager

shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

### **§ 2.1.8 Extent of Responsibility**

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

### **§ 2.1.9 Notices and Compliance with Laws**

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

## **§ 2.2 Guaranteed Maximum Price Proposal and Contract Time**

**§ 2.2.1** At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

**§ 2.2.2** To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

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

- .1** A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2** A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3** A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4** The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5** A date by which the Owner must accept the Guaranteed Maximum Price.

**§ 2.2.4** In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

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

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

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

## § 2.3 Construction Phase

### § 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201-2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

### § 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

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

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

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

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201-2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

#### § 2.4 Professional Services

Section 3.12.10 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

#### § 2.5 Hazardous Materials

Section 10.3 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

### ARTICLE 3 OWNER'S RESPONSIBILITIES

#### § 3.1 Information and Services Required of the Owner

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

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

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

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

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

### § 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

### § 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™-2007, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

## ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

### § 4.1 Compensation

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

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2: *(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

Compensation shall be 0% of total bid amounts of all bid packages for the construction cost of the project determined at completion of the bidding process. This compensation will be applicable if Owner does not proceed with project.

Reimbursable cost items are listed below:

Advertisements for Bids

Printing and distribution of plans and specifications

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Three ( 3 ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

#### § 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.  
(Insert rate of monthly or annual interest agreed upon.)

%

### ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

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

Compensation for Construction Management Fee shall be **10%** of the cost of construction as set forth in this contract. General Requirements are considered cost of construction. Included in this contract will be added a 2% Contingency. Contingency subject to change based on owner, architect, and construction manager determination at award of project.

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Compensation for ADD Change Orders shall be **10%** C.M. Fee and **5%** for General Requirements based on the cost of the additional work and no deduct in C.M. Fee or General Requirements for DEDUCT Change Orders.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed **One Hundred percent (100.00 %)** of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit(\$0.00)

#### § 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

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*(Insert specific provisions if the Construction Manager is to participate in any savings.)*

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

### § 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201- 2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201- 2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201- 2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201- 2007 shall have the meanings assigned to them in AIA Document A201-2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201- 2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

## ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

### § 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

### § 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

Project Manager: \$95/hr

Assistant Project Manager: \$75/hr

Project Superintendent: \$90/hr

Clerical: \$50/hr

Carpentry Labor: \$45/hr

General Labor: \$35/hr

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§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

*(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)*

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

### § 6.3 Subcontract Costs

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

### § 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

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

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

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

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

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

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

#### § 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval. The basis of reimbursement for Builder's Risk shall be at a rate of .375% and reimbursement for General & Professional Liability Insurance shall be at a rate of .45% of the cost of construction. Compensation for bonds shall be 2% of the construction cost of the project.

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

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

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

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

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

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

#### § 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007.

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

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AJA Document A201-2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

### § 6.8 Costs Not To Be Reimbursed

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

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

### § 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

### § 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

### § 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction

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Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

## **ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES**

### **§ 7.1 Progress Payments**

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

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

#### **25<sup>th</sup> Day of Each Month**

**§ 7.1.3** Provided that an Application for Payment is received by the Architect not later than the **Thirtieth** day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the **Tenth** day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than **Thirty (30)** days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 7.1.4** With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

**§ 7.1.5** Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

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

**§ 7.1.7** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1** Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201 - 2007;
- .2** Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3** Add the Construction Manager's Fee, less retainage of Zero percent (0.00 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the

same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

- .4 Subtract retainage of Zero percent (0.00 %) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

**§ 7.1.8** The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements. The percentage of retainage held on Subcontractors shall be 10%.

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

**§ 7.1.10** In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

## **§ 7.2 Final Payment**

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

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201- 2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

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

**§ 7.2.2** The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201- 2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201- 2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

**§ 7.2.3** If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction

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Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

#### ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007. *(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
Performance Bond	
Payment Bond	
Maintenance Bond	

#### ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

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

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If a dispute arises out of or relates to this contract, or the breach thereof; and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure.

#### § 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

Init.

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User Notes:

(3B9ADA3E)

## **ARTICLE 10 TERMINATION OR SUSPENSION**

### **§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price**

**§ 10.1.1** Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201-2007.

**§ 10.1.2** In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

**§ 10.1.3** If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

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

### **§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price**

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201-2007.

**§ 10.2.1** If the Owner terminates the Contract after execution of the Guaranteed Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

**§ 10.2.2** If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

**§ 10.3 Suspension**

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201-2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

**ARTICLE 11 MISCELLANEOUS PROVISIONS**

**§ 11.1** Terms in this Agreement shall have the same meaning as those in A201-2007.

**§ 11.2 Ownership and Use of Documents**

Section 1.5 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

**§ 11.3 Governing Law**

Section 13.1 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

**§ 11.4 Assignment**

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201-2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 11.5** Other provisions:

Project Manager: \$95/hr

Assistant Project Manager: \$75/hr

Project Superintendent: \$90/hr

Clerical: \$50/hr

Carpentry Labor: \$45/hr

General Labor: \$35/hr

Section 179D Allocation: As part of the Energy Policy Act of 2005, Congress enacted Section 179D of the Internal Revenue Code to encourage the design and construction of energy efficient buildings. This program allows government building owners to allocate potential Section 179D deductions for the installation of energy efficient building envelope, HVAC and hot water systems, or interior lighting systems. Taxpayers eligible to receive an allocation may include an architect, engineer, contractor, environmental consultant, or energy services provider. Lawton Public Schools hereby provides **CDBL, Inc.**, the Section 179D deduction for this project. The authorized owner representative is not responsible for certification of the energy efficient commercial building property. The taxpayer receiving the allocation is solely responsible for obtaining the required certification and onsite verification and for ensuring their accuracy and substance. Following a Lawton Public Schools will be provided with a summary analysis detailing the energy-saving improvements and the final Section 179D deduction amount.

**ARTICLE 12 SCOPE OF THE AGREEMENT**

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

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133- 2009 , Standard Form of Agreement Between Owner and Construction Manager As Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- .2 AIA Document A201- 2007, General Conditions of the Contract for Construction
- .3 AIA Document E2 01™- 2007, Digital Data Protocol Exhibit, if completed, or the following:  
  
- .4 AIA Document E202n '- 2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
  
- .5 Other Documents:  
*(List other documents, if any, forming the Agreement.)*

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

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
**CONSTRUCTION MANAGER** *(Signature)*  
**Michael B. Brown, Owner/President, CDBL, Inc.**

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

Init.



**GUARANTEED MAXIMUM PRICE**

<u>Trade</u>	<u>Company Name</u>	<u>Base Amount</u>	<u>Alt 1</u>	<u>Alt 2</u>
Demolition & Site Work	CDBL, Inc.	\$45,000.00		
Concrete Paving & Sidewalks	Unlimited Construction Services	\$253,000.00	\$11,000.00	
Fencing	Bestbuilt Fencing	\$100,000.00		
Landscape & Irrigation	Greenshade Trees, Inc.	\$43,984.00		\$3,469.00
Pavement Striping	Unlimited Construction Services	\$5,000.00		
<b>SUBTOTAL (CONSTRUCTION)</b>		<b>\$446,984.00</b>	<b>\$11,000.00</b>	<b>\$3,469.00</b>
Contingency	2% of CONSTRUCTION	\$8,939.68	\$220.00	\$69.38
Construction Fee	10% of CONSTRUCTION	\$44,698.40	\$1,100.00	\$346.90
General Requirements		\$38,240.00	\$0.00	\$0.00
Builders Risk & Insurance	.83% of CONSTRUCTION	\$3,709.97	\$91.30	\$28.79
Bond	2% of CONSTRUCTION	\$8,939.68	\$220.00	\$69.38
<b>GUARANTEED MAX PRICE (BASE)</b>		<b>\$551,511.73</b>	<b>\$12,631.30</b>	<b>\$3,983.45</b>
<b>CHANGE ORDER FEE</b>	15% of CHANGE ORDERS			
<b>GUARANTEED MAX PRICE WITH BOTH ALTERNATES</b>		<b>\$568,126.48</b>		



**AMENDMENT TO RENEW THE FOOD SERVICE MANAGEMENT COMPANY CONTRACT  
RENEWAL FOR 2023-2024 SCHOOL YEAR**

District Name: Lawton Public Schools County/District Code: 16-1008

Fixed-Price Per Meal/Lunch Equivalency (LE) rate for SY2023: \$ 1.93

This amendment is to renew the 2021 (original year) food service management contract between Lawton Public Schools (district) and Sodexo Operations, LLC. (FSMC) for renewal year 2023-2024.

The parties desire to amend the <sup>contract</sup> on July 1, 2023 (date). The term of this contract shall be for one (1) year beginning on July 1, 2023, and continuing until June 30<sup>th</sup>, 2024, unless terminated by either party.

The Fixed-Priced per Meal/Lunch Equivalency rate for the 2023-2024 school year is \$ 2.10.

The rate listed above shall not go over the March CPI of 8.8% and will remain unchanged for the 2024 school year. The FSMC will not and cannot change the rate before June 30, 2024, or directly bill the district. Any other changes to the original contract or amendments to the contract will need to be sent to the State Agency on school letterhead. If applicable, a transition plan will be sent to the State Agency each time the FSMC takes a new employee.

***The price of the lunch equivalency rate on page 12 of the original contract and the labor rate cannot be increased during the entire duration of the 5-year contract.***

District Name: Lawton Public Schools

FSMC Name: Sodexo Operations, LLC

Print Name: Kevin Hime

Print Name: Allan J. Collins

Signature: [Handwritten Signature]

Signature: [Handwritten Signature]

Title: Superintendent

Title: Vice President

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

Date: 05/30/2023

***Fax or email this form to Karen Davis or Becky Gray by June 1, 2023.*** Fax: 405-521-2239; [Karen.Davis@sde.ok.gov](mailto:Karen.Davis@sde.ok.gov) or [Becky.Gray@sde.ok.gov](mailto:Becky.Gray@sde.ok.gov)

*(State Use Only)*

Approved by: \_\_\_\_\_

<p><i>Fixed-Priced Per Meal Rate:</i></p> <p>FY2023 Rate: \$ _____</p> <p>X (CPI rate of 8.8%) =</p> <p>FY2024 LE Rate: \$ _____</p>
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**Minutes of the Lawton Public Schools Board of  
Education Regular Meeting  
Held on Monday, May 15, 2023**

The Board of Education of Independent School District I-8, Comanche County, Oklahoma, met on Monday, May 15, 2023 at 5:15 PM in the Shoemaker Center Auditorium, 753 NW Fort Sill Blvd, Lawton, Oklahoma.

**1-3. Call to Order, Pledge of Allegiance and Roll Call**

Zeldon Rice, 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:	Absent
Elizabeth Fabrega:	Absent
Patty Neuwirth:	Present
James Peay:	Present
Zeldon Rice:	Present

**4. Special Guests/Special Recognitions - Kevin Hime and Zeldon Rice**

Jay Lehr, Principal at Eisenhower High School, Danny Smith, Principal at MacArthur High School and Chad Kirchen, Principal at Lawton High School recognized students who have been named National Merit Scholar Finalists, Academic All State and scored 30 plus on their ACT. Congratulations to all of those students for their hard work and dedication.

Sybille McKay and COL. Peay presented the Oklahoma Pride Excellence in Education Award to Nicole Hubbard. Ms. Hubbard is a counselor at Freedom Elementary. Congratulations Ms. Hubbard!

On behalf of The Arts for All Festival, Patty Neuwirth presented LPS with a Major Sponsor Award for the number of Esports team that participated in this year's event.

Kelly Mims, Principal at MacArthur Middle School, presented to the board a brief video of the MMS broadcasting class and what that looks like.

**5. Report of the Superintendent**

a. 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.

b. Superintendent's Announcement(s)

Mr. Hime announced that Lance Gibbs has been selected as the 2023 OASA District #13 Assistant Superintendent/Central Office Administrator of the Year. Congratulations Mr. Gibbs!

## 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.)**

a. Report of the Purchasing Agent/Encumbrance Clerk - Sheila Relf

1. Approve Purchase Orders

General Fund (11) PO#'s 1978-2002

Building Fund (21) PO#'s 118-123

Bond Fund (33) PO#'s 220-234

Gift Fund 81 PO# 37

2. Change Order Listing

3. Payroll Encumbrance Purchase Order Numbers

b. Report of the Chief Financial Officer - Lance Gibbs

1. Treasurer's Report for the Month of April, 2023

c. Report of the Activity Fund Custodian - Kim Wander

1. Activity Fund Transfers, Expenditures, Establishments, and Amendments

d. Report of the Clerk

1. Contracts / Agreements:

Lawton Public Schools and Crossroads Youth & Family Services.

e. Approval of the Minutes of the April 17, 2023 Regular Board Meeting

f. Item(s) Removed from the Consent Agenda for Separate Action

g. Approval of the Balance of the Consent Agenda

**Motion Passed:** Motion to approve the balance of the consent agenda passed with a motion by Patty Neuwirth and a second by Mary Bradley.

James Peay: No Vote

Mary Bradley: Yes

Patty Neuwirth: Yes

Zeldon Rice: Yes

h. Approval of Item that was Previously Pulled for Separate Action

**7. Proposed Executive Session to Discuss:**

There was not an Executive Session

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**

a. 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 Patty Neuwirth and a second by Mary Bradley.

James Peay: No Vote

Mary Bradley: Yes

Patty Neuwirth: Yes

Zeldon Rice: Yes

**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, June 22, 2023, at 5:15 p.m., in the Shoemaker Center Auditorium.**

**14. Setting New Board Meeting Dates**

No new dates were set.

**15. Board Announcements**

High School graduations are this Thursday and Friday.

**16. Adjournment**

The meeting adjourned at 5:38 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 16<sup>th</sup> day of May, 2023.

School Seal:

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Patty Neuwirth, Clerk of the Board

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Schyla Brown, Minutes Clerk

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Zeldon Rice, President

## HUMAN RESOURCES

### Personnel Report - Exhibit A

June 22, 2023

\*Denotes Retirement; \*\*Denotes never worked

**The following RESIGNATIONS have been received:**

#### **CERTIFIED**

<b>NAME</b>	<b>ASSIGNMENT</b>	<b>END DATE</b>
Anderson, Lauren	Teacher	5/19/2023
Bailey, Billy	Teacher	5/19/2023
Benson, Brandon	Teacher	5/19/2023
Benway, Jayden	Teacher	5/19/2023
Bruce-Mewhirter, Shay Nicole	Psychologist	5/19/2023
Christie, Joy	Teacher	5/19/2023
Coss, Dawn	Teacher	5/19/2023
Dowell, Camry	Teacher	5/19/2023
Hively, Misti	Teacher	5/19/2023
Hollenbeck, Blake	Teacher	5/19/2023
Isham, Jacobi	Teacher	5/19/2023
Janek, Karie	Teacher	5/19/2023
Johns, Ashley	Teacher	6/30/2023
Lehr, Cole	Teacher	5/19/2023
Leslie, Charles	Teacher	5/19/2023
Lewis, Breshya	Teacher	5/19/2023
Lloyd, Levi	Teacher	5/19/2023
Magofna, Tamara	Teacher	5/19/2023
Mattingly, Beverly*	Admin	6/30/2023
McMorris, Joannita	Teacher	5/19/2023
Monroe, Elizabeth	Teacher	5/19/2023
Pendergrass, Kayla	Teacher	5/19/2023
Sandstrom, Vanessa	Teacher	5/19/2023
Sinning, Ashley	Teacher	5/19/2023
Steiner, Krista	Specialist	6/20/2023
Thornton, Kimberly	Teacher	5/19/2023
Tate, Alyssa	Teacher	5/19/2023
Wagstaff, Brooke	Teacher	5/19/2023
Wahkinney, Verlyn	Teacher	5/19/2023
Wilson, Christi	Librarian	6/7/2023

#### **SUPPORT**

<b>NAME</b>	<b>ASSIGNMENT</b>	<b>END DATE</b>
-------------	-------------------	-----------------

Artzberger, Cindy	Teacher Assistant	5/18/2023
Bautista, Ronald	Custodian	5/31/2023
Bermingham, Brandon	Computer Tech	5/26/2023
Bridon, Joshua	Computer Tech	6/2/2023
Butler, Megan	Secretary	6/2/2023
Carnwright, Amanda	Secretary	6/2/2023
Cunningham, Cailin	Secretary	6/2/2023
Felan, Gilbert	Custodian	6/12/2023
Homan, Micah	Computer Tech	6/22/2023
Hunter, Sabreana	Secretary	6/2/2023
*Kelsey, Becky	Library Assistant	5/18/2023
Melton, Chasity	Class Size Teacher Assista	5/18/2023
*Myers, Stephanie	Custodian	7/31/2023
Nicholas, Matthew	Custodian	5/23/2023
Palmer, Lilyan	Library Assistant	5/18/2023
Phillips, Leo Dakota	Head Wrestling Coach	5/18/2023
Santiago, Eric	Custodian	6/13/2023
Spillers, Kamea	Pre-K Assistant	5/18/2023
Thrash, Terrance	Personal Care Assistant	6/30/2023
Walbrick, Sheila	Secretary	6/13/2023
Watson, Alton James	Director	7/30/2023
Watson, Natlie	Cook	5/25/2023

**The following employments are recommended for employment and will be on temporary contracts during the 2022-2023 school year: Candidates must hold or obtain Oklahoma teaching certificate for FY23.**

<b>NAME</b>	<b>ASSIGNMENT</b>	<b>START DATE</b>
Zimmerman, Cheryl	Teacher	8/1/2023