



**Lawton Public Schools Board of Education
Regular Meeting
September 28, 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. Discussion with Possible Action to Approve the FY 24 Recommended Christmas Bonuses.
 - 5.b. Discussion with Possible Action to Approve the Following Sanctioning Applications
 - 5.c. Information Item: Business Operations and Educational Services Departmental Updates
 - 5.d. Superintendent's Announcement(s)
6. Consent Agenda

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

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

- 6.a.1. Approve Purchase Orders
 - General Fund (11) PO Numbers 1295-1401
 - Building Fund (21) PO Numbers 49-51
 - Bond Fund (33) PO Numbers 99-119
- 6.a.2. Payroll Encumbrance Purchase Order Numbers
- 6.a.3. Change Order Listing
- 6.b. Report of the Activity Fund Custodian - Kim Wander
 - 6.b.1. Activity Fund Transfers, Expenditures, Establishments, and Amendments
- 6.c. Report of the Clerk
 - 6.c.1. Construction Related Contracts/Agreements
 - 6.c.1.A. GMAX with CDBL, INC for Lawton High and Central MS permitter security fence
- 6.d. Approval of the Minutes of the September 11, 2023 Regular Board Meeting
- 6.e. Item(s) Removed from the Consent Agenda for Separate Action
- 6.f. Approval of the Balance of the Consent Agenda
- 6.g. Approval of Item that was Previously Pulled for Separate Action
- 7. Proposed Executive Session to Discuss:
 - 7.a. The employing, promoting, or receiving resignation(s) of individual certified and support salaried personnel as listed on the Personnel Reports, Exhibit A and Exhibit B. (Exhibit B includes new potential hires and presented to the board under separate cover).
[Authorized by 25 OKLA.STAT. Section 307 (B)(1) of the Oklahoma Open Meeting Act]
 - 7.b. Annual Evaluation and/or Contract of Superintendent, Kevin Hime
- 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. Discussion with Possible Action to Approve the Superintendent's Personnel Reports, Exhibit A (and Exhibit B that was presented under separate cover)
 - 11.b. Discussion with Possible Action Regarding the Contract and/or Annual Evaluation of Superintendent, Kevin Hime
- 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, October 19, 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: September 27, 2023

Time of Posting: 4:30 p.m.

Location of Posting: www.lawtonps.org and front window of Shoemaker Center, 753 NW Ft. Sill Blvd. Lawton, OK

Kw - Hi

LAWTON PUBLIC SCHOOLS
Bonuses
2023-2024 School Year
FY24 RECOMMENDATIONS

Christmas Bonus

- 1) Provide a One-Time Christmas Bonus of \$2,500 for certified staff
- 2) Provide a One-Time Christmas Bonus of \$1,750 for non-certified staff
- 3) Bonuses are prorated per FTE and are dependent on employment dates
- 4) The approximate cost to the district would be **\$6,800,000**

A handwritten signature in black ink, appearing to be "L. J. Smith", written in a cursive style.



LAWTON PUBLIC SCHOOLS

SCHOOL YEAR 23/24

Application for Sanctioning of Parent Organizations and Booster Clubs

Organization Name Eisenhower Boys basketball booster club EIN # 87 355 2520

Organization's Bank Name ~~Arvest Bank~~ ~~Bank of America~~ ~~Bank of America~~ Bank Account # 0038877933

Faculty Sponsor's Name Brandon Kephart Phone: 405 305 4661 E-mail: brandon.kephart@lawtonps.org

Officer's Name	PRESIDENT	VICE PRESIDENT	TREASURER	SECRETARY
Name (Print):	<u>Brooke Kephart</u>	<u>Lindsay Mayberry</u>	<u>Cory Robertson</u>	<u>Blake Kephart</u>
Address:	<u>8002 NW Taylor Ln Lawton OK</u>	<u>7604 NW Postlerock Pl Lawton OK</u>	<u>7114 NW Woodland Circle Lawton OK</u>	<u>3716 NE Madison Ave Lawton OK</u>
Phone:	<u>405 305 4663</u>	<u>580 678 8644</u>	<u>580-591-6111</u>	<u>580 951 3415</u>
Term Expiration:	<u>Sept 30 2024</u>	<u>Sept 30 2024</u>	<u>Sept 30 2024</u>	<u>Sept 30 2024</u>

Describe how the organization officers are appointed or elected
Officers volunteer or are nominated. We ~~are~~ elected new officers at initial booster club meeting. Officers were voted on by parents/boosters present.

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

Explain what amount and what the fees and dues cover -

Circle One: PTA / Booster

Describe Purpose and Goals of the Organization The purpose of the Eisenhower High School boys basketball booster club is to promote + support the activities of the Eisenhower High School Boys basketball program

Estimated List of Material / Monetary Contributions money from concessions, donations from sponsors, and T-shirt sales.

Estimated List of Expenses Supplies for concessions, summer camps, T-shirts, Senior gifts

Principal's Recommendation: Approved Denied

Signature of Principal [Signature] Date 7/24/23
Signature of Organization's Officer Brooke Kephart Date 7/24/23

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

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

APPROVED TLH / 9-8-23
Finance Dept. Initial _____ Date _____
Signature of Clerk of the Board _____ Date _____

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

WHITE: Finance Office
YELLOW: Organization
PINK: Principal

Reapplication for sanctioning is required annually

REVISED 6-3-19



SCHOOL YEAR 2023-2024

Application for Sanctioning of Parent Organizations and Booster Clubs

Organization Name Eisenhower HS Cheer Booster EIN # 20-1012210

Organization's Bank Name BancFirst Bank Account # 5204067499

Faculty Sponsor's Name Cheryl Zimmerman Phone: 580-917-0212 E-mail: czimmerman@lawtonps.org

Officer's Name	PRESIDENT	VICE PRESIDENT	TREASURER	SECRETARY
Name (Print):	<u>Meredith Chavez</u>	<u>Kim Drella</u>	<u>Jennifer Mason</u>	<u>Megan Butler</u>
Address:	<u>403 NW 74th St</u>	<u>4021 SW Jefferson Ave</u>	<u>7204 NW Cherry Cir</u>	<u>1282 SW 60th</u>
Phone:	<u>580-678-4839</u>	<u>641-808-8069</u>	<u>580-678-0108</u>	<u>580-771-1091</u>
Term Expiration:	<u>6/2024</u>	<u>6/2024</u>	<u>6/2024</u>	<u>6/2024</u>

Describe how the organization officers are appointed or elected preferably parents of cheerleaders that have cheered for one year are asked to volunteer for offices. If more than one volunteers it goes to a vote at the general meeting.

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

Explain what amount and what the fees and dues cover Each cheerleader and one parent/guardian must join and pay \$100 each. Fees pay for camp gifts, signs, sponges, etc

Circle One: PTA / Booster

Describe Purpose and Goals of the Organization to provide financial support of the EHS cheer team

Estimated List of Material / Monetary Contributions memberships, flower cards, car wash, signs, popcorn, etc

Estimated List of Expenses Choreography, signs, uniforms, banquets, flags, sashes, air track

Principal's Recommendation: Approved Denied

Signature of Principal [Signature] Date 7/31/23

Signature of Organization's Officer Cheryl Zimmerman Date 7-31-23

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

PROBATION / /

Finance Dept. Initial _____ Date _____

Signature of Clerk of the Board _____ Date _____

APPROVED TJH / 9-8-23

Finance Dept. Initial _____ Date _____

Signature of Clerk of the Board _____ Date _____

DENIED / /

Finance Dept. Initial _____ Date _____

Signature of Clerk of the Board _____ Date _____

WHITE: Finance Office
YELLOW: Organization
PINK: Principal

Reapplication for sanctioning is required annually

REVISED 6-3-19



LAWTON PUBLIC SCHOOLS

SCHOOL YEAR 23-24

Application for Sanctioning of Parent Organizations and Booster Clubs

Organization Name ETHS Boys Soccer Booster Club EIN # 81-3762640

Organization's Bank Name City National Bank Bank Account # 9693193

Faculty Sponsor's Name Raymond Scott Phone: 580-747-5428 E-mail: raymond.scott@lawtonps.org

Officer's Name	PRESIDENT	VICE PRESIDENT	TREASURER	SECRETARY
Name (Print):	<u>Philip Silkey</u>	<u>Jennifer Kaplan</u>	<u>Margarita Lopez Solis</u>	<u>Simone Raymond</u>
Address:	<u>7303 NW 73RD PI</u>	<u>7206 NW Dogwood Ln.</u>	<u>403 NW 40th St</u>	<u>4413 SW Rosemary Way</u>
Phone:	<u>580-574-9405</u>	<u>580-695-0005</u>	<u>(580) 647-0876</u>	<u>954-295 9036</u>

Term Expiration: _____

Describe how the organization officers are appointed or elected Volunteer

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

Explain what amount and what the fees and dues cover N/A

Circle One: PTA / **Booster**

Describe Purpose and Goals of the Organization \$ ETHS Boys Soccer Booster Club is to promote and support the activities of the ETHS Boys Soccer program

Estimated List of Material / Monetary Contributions Donations \$500.00, Fundraiser \$1,000.00, Concessions \$1,000.00

Estimated List of Expenses New Equipment/uniforms, senior and coaches gifts, concessions, supplies, soccer banquet and team events.

Principal's Recommendation: Approved Denied _____

Signature of Principal [Signature] Date 9/7/23

Signature of Organization's Officer [Signature] Date 9/7/23

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

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

APPROVED TLH 9-15-23
 Finance Dept. Initial _____ Date _____
 Signature of Clerk of the Board _____ Date _____

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

WHITE: Finance Office
YELLOW: Organization
PINK: Principal

Reapplication for sanctioning is required annually

REVISED 6-3-19



SCHOOL YEAR 2023-2024

Application for Sanctioning of Parent Organizations and Booster Clubs

Organization Name Eisenhower Stakeholder Group EIN # 46-0725332

Organization's Bank Name Arvest Bank Bank Account # 15342067

Faculty Sponsor's Name Amber Bain Phone: 580-741-0035 E-mail: ajbaine@lawtonps.org

Officer's Name	PRESIDENT	VICE PRESIDENT	TREASURER	SECRETARY
Name (Print):	<u>Jennifer Mason</u>	<u>ANDREA CARTER</u>	<u>Shelly Bilbrey</u>	<u>Latoya McDaniel</u>
Address:	<u>7204 NW Cherry Cir Lawton, OK 73505</u>	<u>1205 NW CHESWICK AVE LAWTON, OK 73505</u>	<u>1102 N.W. 75th St. Lawton, OK 73505</u>	<u>7602 NW Folkstone Lawton, OK 73505</u>
Phone:	<u>580-678-0108</u>	<u>580-574-6082</u>	<u>580-591-2657</u>	<u>580-450-0484</u>
Term Expiration:	<u>June 30th 2024</u>	<u>June 30th 2024</u>	<u>June 30th 2024</u>	<u>June 30th 2024</u>

Describe how the organization officers are appointed or elected voted in annually by the board. must have majority approved by the board.

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

Explain what amount and what the fees and dues cover \$5.00 membership dues cover the expenses associated with membership cards as well as other expenses incurred during the school year.

Circle One: PTA / Booster

Describe Purpose and Goals of the Organization To raise funds for the EHS teacher grants, teacher appreciation events, school needs, student needs and senior scholarships

Estimated List of Material / Monetary Contributions Teacher Grants Membership fees, dance ticket sales, food donations

Estimated List of Expenses Teacher Grants \$2,500.00, Senior Scholarships \$5,000.00, dance expenses \$2,500.00, Teacher luncheons \$1,500.00

Principal's Recommendation: Approved Denied

Signature of Principal [Signature] Date 8/28/23

Signature of Organization's Officer Shelly Bilbrey Date 8/23/23

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

PROBATION

Finance Dept. Initial _____ Date _____

Signature of Clerk of the Board _____ Date _____

APPROVED TJA 9-8-23

Finance Dept. Initial _____ Date _____

Signature of Clerk of the Board _____ Date _____

DENIED

Finance Dept. Initial _____ Date _____

Signature of Clerk of the Board _____ Date _____

WHITE: Finance Office
YELLOW: Organization
PINK: Principal

Reapplication for sanctioning is required annually

REVISED 6-3-19



LAWTON PUBLIC SCHOOLS

SCHOOL YEAR 2023-2024

Application for Sanctioning of Parent Organizations and Booster Clubs

Organization Name Wolverine Nation Affiliation EIN # 85-2104397
 Organization's Bank Name ARVEST Bank Bank Account # 34489846
 Faculty Sponsor's Name Mr. Charles Kirchen Phone: 580-355-5170 E-mail: C.Kirchen@lawtontps.org
 Officer's Name: PRESIDENT: Nicole Bennington VICE PRESIDENT: Kelley Halesy-Bass TREASURER: Kimber Downey SECRETARY: Taylor Pierce
 Name (Print):
 Address: 37 SE Skyline Dr 73501 2406 NW Lakefront Dr. 6806 NW Oak Dale Dr. 1921 NW Oak Ave
 Phone: 269-512-0375 580-695-5355 405-409-5543 918-955-4227
 Term Expiration: June 2027 June 2026 June 2025 June 2026
 Describe how the organization officers are appointed or elected: volunteers approved by acclamation @ general mety during open house.

Are dues or fees required to be a member of the organization: Yes No
 Explain what amount and what the fees and dues cover: \$5 per membership to pay for expenses to operate WNA - membership cards, checks, stamps, park

Circle One: PTA / Booster
 Describe Purpose and Goals of the Organization: The purpose of the organization is to support & enrich the students, teachers, parents, LPS community and staff at Lawton High School

Estimated List of Material / Monetary Contributions: Host the HoW dance @ LHS - \$10,000. & donations \$200

Estimated List of Expenses: dance & event expenses \$3500, yearbook appreciation \$2500, school project \$2000, Senior's workshops \$1000, class & stuco donations \$1000

Principal's Recommendation: Approved Denied

Signature of Principal [Signature] Date 8-24-23
 Signature of Organization's Officer [Signature] Date 8.24.23

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

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

APPROVED TLH 9-8-23
 Finance Dept. Initial / Date
 Signature of Clerk of the Board / Date

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

WHITE: Finance Office
YELLOW: Organization
PINK: Principal

Reapplication for sanctioning is required annually

REVISED 6-3-19

Application for Sanctioning of Parent Organizations and Booster Clubs

Organization Name Lawton Sr. High School Volleyball Booster Club EIN # 92-0522845

Organization's Bank Name Liberty National Bank Bank Account # 50218616

Faculty Sponsor's Name Genesis Gonzales Phone: 580.483.4041 E-mail: genesis.gonzales@lawtonlps.org

Officer's Name	PRESIDENT	VICE PRESIDENT	TREASURER	SECRETARY
Name (Print):	<u>Kathyeon Hickson</u>		<u>Kadwana Edwards</u>	<u>Patricia Reed</u>
Address:	<u>1718 NW Ash Ave Lawton, OK 73507</u>		<u>6313 Glenwick Dr Fort Worth, TX 76123</u>	<u>1608 SW H Ave Lawton, OK 73503</u>
Phone:	<u>580.284.4778</u>		<u>580.284.3809</u>	<u>580.583.1463</u>
Term Expiration:	<u>Sept 2025</u>		<u>Sept 2025</u>	<u>Sept 2025</u>

Describe how the organization officers are appointed or elected Appointment was done through a special meeting with above mentioned & Head Coach & LHS faculty member. Meeting minutes upon request

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

Explain what amount and what the fees and dues cover Dues are \$5.00 per voting member. Dues will be included in general funds availability to cover any expenses for fundraising events or expenses of booster club.

Circle One: PTA / Booster

Describe Purpose and Goals of the Organization The purpose of the Booster Club is to support and promote the sport of volleyball by attending activities, engaging in fundraisers activities, and supporting teambuilding activities to help our players prepare for the school season.

Estimated List of Material / Monetary Contributions Fundraisers, mini camps, raffles, t-shirt sales, other fan gear, donations

Estimated List of Expenses Space rental, refreshments, awards banquet, senior night

Principal's Recommendation: Approved Denied

Signature of Principal [Signature] Date _____
Signature of Organization's Officer [Signature] Date 4 Sept 23

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

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

APPROVED TLH 9.19.23
Finance Dept. Initial _____ Date _____
Signature of Clerk of the Board _____ Date _____

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



LAWTON PUBLIC SCHOOLS

SCHOOL YEAR 2023-24

Application for Sanctioning of Parent Organizations and Booster Clubs

Organization Name MHS Archery EIN # 47 1778167

Organization's Bank Name SWOFCU Bank Account # 42632

Faculty Sponsor's Name Rafael Santos Phone: _____ E-mail: rafael.santos@lawtonlps.org

Officer's Name	PRESIDENT	VICE PRESIDENT	TREASURER	SECRETARY
Name (Print):	<u>Rebecca Clark</u>	<u>Jennifer Walker</u>	<u>Kristie Weber</u>	_____
Address:	<u>811 SE Brigden Way Lawton, OK 73501</u>	<u>161 SE Prairie View Lawton, OK 73501</u>	<u>2404 SE Bishop Rd Lawton, OK 73501</u>	_____
Phone:	_____	<u>(580) 704-6282</u>	<u>(580) 574-9694</u>	_____
Term Expiration:	<u>June 2024</u>	<u>June 2024</u>	<u>June 2024</u>	_____

Describe how the organization officers are appointed or elected by Booster club members at a Spring Association meeting

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

Explain what amount and what the fees and dues cover Dues are \$100 per Archer. The \$100⁰⁰ covers 1 team t-shirt, about 3 tournaments (depending on fees \$10 or \$15) and replacement parts.

Circle One: PTA **Booster**

Describe Purpose and Goals of the Organization To promote & support the MHS Archery Team. To encourage students to enhance their focusing skills & promote teamwork.

Estimated List of Material / Monetary Contributions Fundraisers & In-kind contributions

Estimated List of Expenses Tournament Fees, tournament meals, archery equipment, bus fees, Nationals competition

Principal's Recommendation: Approved Denied

Signature of Principal [Signature] Date 8-31-23

Signature of Organization's Officer [Signature] Date _____

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

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

APPROVED TLW 9-11-23
 Finance Dept. Initial _____ Date _____
 Signature of Clerk of the Board _____ Date _____

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

WHITE: Finance Office
YELLOW: Organization
PINK: Principal

Reapplication for sanctioning is required annually

REVISED 6-3-19



LAWTON PUBLIC SCHOOLS

SCHOOL YEAR 2023 - 2024

Application for Sanctioning of Parent Organizations and Booster Clubs

Organization Name MacArthur High School Band Boosters EIN # 47-1618303

Organization's Bank Name Liberty National Bank Bank Account # 3038252

Faculty Sponsor's Name Derik Daubenspeck Phone: (580)512-9097 E-mail: derik.daubenspeck@lawtonps.org

Officer's Name	PRESIDENT	VICE PRESIDENT	TREASURER	SECRETARY
Name (Print):	<u>Jason Ferguson</u>	<u>Catherine Shelton</u>	<u>Yvonne Ferguson</u>	<u>Laura Nicholas</u>
Address:	<u>400 W. Hamilton Rd</u>	<u>3615 NE Bradford St.</u>	<u>420 W. Hamilton Rd</u>	<u>7617 NW Andrews Av</u>
Phone:	<u>(808) 352-7520</u>	<u>(210) 875 9327</u>	<u>(808) 352-7521</u>	<u>(580) 512-6118</u>
Term Expiration:	<u>June 30, 2024</u>	<u>June 30, 2024</u>	<u>June 30, 2024</u>	<u>June 30, 2024</u>

Describe how the organization officers are appointed or elected Officers are nominated at a general election meeting and then voted for approval by the booster general membership.

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

Explain what amount and what the fees and dues cover Dues are \$5.00 and are used towards meals, music, contest entry, uniform maintenance, awards, and other costs as they arise.

Circle One: PTA / Booster

Describe Purpose and Goals of the Organization Support the MHS band program and director with various events and fundraisers.

Estimated List of Material / Monetary Contributions General membership dues \$100, fundraisers / Donations \$6500.00

Estimated List of Expenses T-shirts - \$1100, Hoodies - \$1300, Meals - \$900, contests - \$625, Music / Audition fees - \$600, Drum Tech Services - \$500, Banquet - \$150

Principal's Recommendation: Approved Denied

Signature of Principal [Signature] Date _____

Signature of Organization's Officer [Signature] Date 18 Sep 2023

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

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

APPROVED TLH 19.19.23
 Finance Dept. Initial _____ Date _____
 Signature of Clerk of the Board _____ Date _____

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

WHITE: Finance Office
YELLOW: Organization
PINK: Principal

Reapplication for sanctioning is required annually

REVISED 6-3-19



LAWTON PUBLIC SCHOOLS

SCHOOL YEAR 2023-2024

Application for Sanctioning of Parent Organizations and Booster Clubs

Organization Name MacArthur High School Football Parents Assoc. EIN # 90-0843078

Organization's Bank Name ARVEST Bank Account # 21411319

Faculty Sponsor's Name BRETT MANNING Phone: 580-583-5124 E-mail: bmannings@lawtonps.org

Officer's Name PRESIDENT VICE PRESIDENT TREASURER SECRETARY

Name (Print): CHRIS CHAMBERS JESSICA CALDWELL NICKY CHADWELL DIANNA BRICE

Address: 910 NE ORIOLE DR. LAWTON, OK 73507 14003 NE CACHERD LAWTON, OK 73507 978 SE LASS LOOP LAWTON, OK 73501 10 NW PECAN VALLEY Δ LAWTON, OK. 73505

Phone: 580-583-9880 580-512-1172 580-645-3388 580-239-3292

Term Expiration: 2024 2024 2024 2024

Describe how the organization officers are appointed or elected The booster raises funds for pre game meals and events to support the players, coaches, and program.

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

Explain what amount and what the fees and dues cover _____

Circle One: PTA / Booster

Describe Purpose and Goals of the Organization Support the players and program with pre-game meals and events. to raise awareness and hype!

Estimated List of Material / Monetary Contributions \$9,000 (Approx \$800/meal, \$220 for event support)

Estimated List of Expenses \$9,000 (Approx \$800/meal, \$220 for event support)

Principal's Recommendation: Approved Denied

Signature of Principal Danny Smith Date _____

Signature of Organization's Officer [Signature] Date 27 Jul 23

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

<input type="checkbox"/> PROBATION	Finance Dept. Initial	Date
Signature of Clerk of the Board	Date	

<input checked="" type="checkbox"/> APPROVED	Finance Dept. Initial	Date
Signature of Clerk of the Board	Date	

<input type="checkbox"/> DENIED	Finance Dept. Initial	Date
Signature of Clerk of the Board	Date	

WHITE: Finance Office
YELLOW: Organization
PINK: Principal

Reapplication for sanctioning is required annually

REVISED 6-3-19



SCHOOL YEAR 2023-2024

Application for Sanctioning of Parent Organizations and Booster Clubs

Organization Name MHS Highlanderette Parent Association EIN # 27-1373704

Organization's Bank Name Arrest Bank Account # 0019639158

Faculty Sponsor's Name Ashley Mahan Phone: 580-485-0806 E-mail: ashley.mahan@lawtonps.org

Officer's Name	PRESIDENT	VICE PRESIDENT	TREASURER	SECRETARY
Name (Print):	<u>Jordan Richard</u>	<u>Kendell Roffett</u>	<u>Jennifer Nunez</u> →	
Address:	<u>679 SELASSO BOOP</u>	<u>219 SW 84th St</u>	<u>112 SE Sunnyside</u>	
Phone:	<u>580-704-9410</u>	<u>580-512-3042</u>	<u>580-483-1467</u>	
Term Expiration:	<u>June 2024</u>	<u>June 2024</u>	<u>June 2024</u>	

Describe how the organization officers are appointed or elected At new member meeting with parents, parent volunteers volunteered to stay in previous positions, and 1 parent volunteered for vacant position. All other parents in agreement

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

Explain what amount and what the fees and dues cover n/a

Circle One: PTA Booster

Describe Purpose and Goals of the Organization Assist with fundraising & paying for team expenses & team building activities. Assists with managing money for state competition fees & camp

Estimated List of Material / Monetary Contributions Dance Clinic \$1500.00, car wash \$750.00, fundraiser \$1500.00

Estimated List of Expenses Camp \$6500, replacement uniforms \$1700, choreography fees \$1000, end of year banquet/senior gifts \$500, team building meals \$500

Principal's Recommendation: Approved Denied

Signature of Principal [Signature] Date 8-10-23

Signature of Organization's Officer [Signature] Date 8/10/23

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

PROBATION

Finance Dept. Initial _____ / Date _____

Signature of Clerk of the Board _____ / Date _____

APPROVED TLH 9-8-23

Finance Dept. Initial _____ / Date _____

Signature of Clerk of the Board _____ / Date _____

DENIED

Finance Dept. Initial _____ / Date _____

Signature of Clerk of the Board _____ / Date _____

WHITE: Finance Office
YELLOW: Organization
PINK: Principal

Reapplication for sanctioning is required annually

REVISED 6-3-19



SCHOOL YEAR 23-24

Application for Sanctioning of Parent Organizations and Booster Clubs

Organization Name MHS Boys Soccer Booster Club EIN # 47-1529625

Organization's Bank Name Arvest Bank Bank Account # 40653297

Faculty Sponsor's Name Marcus Williams Phone: (580) 355-5030 E-mail: marcus.williams

@lawtonps.org
SECRETARY

Officer's Name	PRESIDENT	VICE PRESIDENT	TREASURER	SECRETARY
Name (Print):	<u>Richard Frederick</u>	<u>Amber Martinez</u>	<u>David Holland</u>	<u>Laura Nicholas</u>

Address: 178 SE Prairie Vw 1312 NW Euclid 8002 NW Norwick Ave. 7616 NW Andrews Ave

Phone:	<u>(580) 284-9914</u>	<u>(580) 291-6126</u>	<u>(580) 695-7437</u>	<u>(580) 512-6118</u>
--------	-----------------------	-----------------------	-----------------------	-----------------------

Term Expiration:	<u>6-30-24</u>	<u>6-30-24</u>	<u>6-30-24</u>	<u>6-30-24</u>
------------------	----------------	----------------	----------------	----------------

Describe how the organization officers are appointed or elected Nominations are accepted and voted on by members. Elections are held @ April general meeting.

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

Explain what amount and what the fees and dues cover \$10 annual fees which gives members voting rights

Circle One: PTA / Booster

Describe Purpose and Goals of the Organization TO support and encourage the boys soccer program through financial assistance.

Estimated List of Material / Monetary Contributions Concessions - \$2,500; fundraising - \$2,000; Mac Round Robin - \$1,700.

Estimated List of Expenses Equipment - \$1,500; Concession Supply - \$1,000; Senior gifts - \$1,000; Banquet - \$1,000

Principal's Recommendation: Approved Denied

Signature of Principal [Signature] Date 8-25-23

Signature of Organization's Officer [Signature] Date 8-25-23

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

<input type="checkbox"/> PROBATION	Finance Dept. Initial	Date
Signature of Clerk of the Board		Date

<input checked="" type="checkbox"/> APPROVED	<u>TUH</u>	<u>9-8-23</u>
Finance Dept. Initial		Date
Signature of Clerk of the Board		Date

<input type="checkbox"/> DENIED	Finance Dept. Initial	Date
Signature of Clerk of the Board		Date

WHITE: Finance Office
YELLOW: Organization
PINK: Principal

Reapplication for sanctioning is required annually

REVISED 6-3-19

Application for Sanctioning of Parent Organizations and Booster Clubs

Organization Name Lawton Eastside Boys Basketball EIN # 56-2594916

Organization's Bank Name Arvest Bank Account # 22209067

Faculty Sponsor's Name Marco Gagliardi Phone: (580) 512-1763 E-mail: mgagliardi@lawtonps.org

Officer's Name	PRESIDENT	VICE PRESIDENT	TREASURER	SECRETARY
Name (Print):	<u>Stephanie Vaughn</u>	<u>Holly Malone</u>	<u>Kena Herring</u>	<u>Katie Martin</u>
Address:	<u>504 NE 48th Lawton, OK 73507</u>	<u>311 E Schminole St. Geronimo, OK 73543</u>	<u>PO Box 3001 Lawton, OK 73502</u>	<u>4908 SE Randolph Rd Lawton, OK 73501</u>
Phone:	<u>(580) 704-7657</u>	<u>(580) 583-5799</u>	<u>(580) 595-1080</u>	<u>(609) 514-8842</u>
Term Expiration:	<u>6/30/2024</u>	<u>6/30/2024</u>	<u>6/30/2024</u>	<u>6/30/2024</u>

Describe how the organization officers are appointed or elected Nominations and elections are conducted during the last booster club meeting of the year

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

Explain what amount and what the fees and dues cover N/A

Circle One: PTA / Booster

Describe Purpose and Goals of the Organization Provide support and raise funds for the MacArthur Boys Basketball team to provide equipment, supplies, uniforms, team meals, awards and other travel expenses.

Estimated List of Material / Monetary Contributions Concessions (\$3,200) shirt sales (\$650)

Estimated List of Expenses Pre-game meals for out of town games (\$1,000) equipment (\$600) uniforms (\$1000) awards (\$250)

Principal's Recommendation: Approved Denied

Signature of Principal [Signature] Date 7-27-23

Signature of Organization's Officer Stephanie M. Vaughn Date 7/27/23

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

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

APPROVED TJH 9-8-23
Finance Dept. Initial _____ Date _____
Signature of Clerk of the Board _____ Date _____

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

WHITE: Finance Office
YELLOW: Organization
PINK: Principal



LAWTON PUBLIC SCHOOLS

SCHOOL YEAR 2023-2024

Application for Sanctioning of Parent Organizations and Booster Clubs

Organization Name Lawton PTA Council EIN # 51-0256430

Organization's Bank Name Arrest Bank Bank Account # 0012252969

Faculty Sponsor's Name Dr. Jason James Phone: ext. 2010 E-mail: _____

Officer's Name	PRESIDENT	VICE PRESIDENT	TREASURER	SECRETARY
Name (Print):	<u>Pam Brisolara</u>	<u>Cheryl Tate</u>	<u>Patty Newirth</u>	<u>Jessica Brown</u>
Address:	<u>11060w Becantree Dr 73505</u>	<u>7609 NW Taylor 73505</u>	<u>715 NW Heinzel 73505</u>	<u>4809 Walters Cr with 4 Frail</u>
Phone:	<u>512-5112</u>	<u>695-6880</u>	<u>595-0201</u>	<u>915-799-9414</u>
Term Expiration:	<u>June 2020</u>	<u>June 2024</u>	<u>June 2024</u>	<u>June 2024</u>

Describe how the organization officers are appointed or elected General Membership in Spring elects

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

Explain what amount and what the fees and dues cover Unit Dues \$50

Circle One: PTA Booster

Describe Purpose and Goals of the Organization Coordinate Lawton PTA's

Estimated List of Material / Monetary Contributions Associate Membership

Estimated List of Expenses Meetings, awards & reflection expenses

Principal's Recommendation: Approved Denied

Signature of Principal [Signature] Date 8-7-23

Signature of Organization's Officer [Signature] Date Aug. 7, 2023

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

<input type="checkbox"/> PROBATION	Finance Dept. Initial	Date
Signature of Clerk of the Board	Date	

<input checked="" type="checkbox"/> APPROVED	<u>TH</u>	<u>9-5-23</u>
Finance Dept. Initial	Date	
Signature of Clerk of the Board	Date	

<input type="checkbox"/> DENIED	Finance Dept. Initial	Date
Signature of Clerk of the Board	Date	

WHITE: Finance Office
YELLOW: Organization
PINK: Principal

Reapplication for sanctioning is required annually

REVISED 6-3-19



SCHOOL YEAR 2023-2024

Application for Sanctioning of Parent Organizations and Booster Clubs

Organization Name Almor West Booster Club EIN # 73-1373959
 Organization's Bank Name Liberty National Bank Account # 50242937
 Faculty Sponsor's Name Ashley McCarter Phone: 580 536 6006 E-mail: amccarter@alwtonps.org
 Officer's Name: PRESIDENT VICE PRESIDENT TREASURER SECRETARY
 Name (Print): Jette March-Tyler Wocelyn Compton Pale Lelea Alexis Davis
 Address: 412 SW 71st St. 152 SW 69th St 204 NW Mimosa Ln. 690 Old Cherokee
 Phone: 580.512.5285 (910) 229.7667 580.951.8052 580.284.4314
 Term Expiration: May 2024 May 2024 May 2024 May 2024

Describe how the organization officers are appointed or elected Starting out, each position was volunteered and appointed at first meeting. Going forward, the Board will seek nominees in April & May and a meeting will be held in May for nominees to be voted in. New officers assume duties on the last day of the current school year.

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

Explain what amount and what the fees and dues cover Organization membership fees go toward sporting equipment needed to supply players with.

Circle One: PTA Booster

Describe Purpose and Goals of the Organization This organization exists for the charitable and educational purposes of providing support to Almor West Elementary School, it's students, and players in the form of volunteering and extra funding.

Estimated List of Material / Monetary Contributions Playground equipment, PE equipment, Teacher/Student Supply fund, etc.

Estimated List of Expenses Sporting equipment about \$5,000, Event Supplies about \$500, Honorary Membership about \$500, etc.

Principal's Recommendation: Approved Denied

Signature of Principal [Signature] Date 8/10/23
Signature of Organization's Officer Jette March-Tyler Date 8/10/23

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

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

APPROVED TJH 9-8-23
 Finance Dept. Initial / Date
 Signature of Clerk of the Board / Date

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

WHITE: Finance Office
YELLOW: Organization
PINK: Principal

Reapplication for sanctioning is required annually

REVISED 6-3-19



SCHOOL YEAR 2023-24

Application for Sanctioning of Parent Organizations and Booster Clubs

Organization Name Alma West PTA EIN # 822926760

Organization's Bank Name Liberty National Bank Bank Account # _____

Faculty Sponsor's Name Ashley Mc Carter Phone: 500532404 E-mail: amccarter@lawtonps.org

Officer's Name: PRESIDENT VICE PRESIDENT TREASURER SECRETARY

Name (Print): Monica Campbell Jennifer Crocker Kamea King Alexis Davis

Address: 2414 SW 31th Lawton 303 SW 74th St Lawton 1105 NW Elm Ave Lawton 6907 SW Cherokee Ave Lawton

Phone: 201-631-8110 931-801-4952 405-517-0144 580-284-4314

Term Expiration: _____

Describe how the organization officers are appointed or elected: We had a general PTA meeting. People were nominated & second and president confirmed officers

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

Explain what amount and what the fees and dues cover: the fee breakdown \$225 goes to National PTA our PTA retains \$150

Circle One: PTA Booster

Describe Purpose and Goals of the Organization: Organize and bring positive learning environment to students. Coordinate events and activities for students and community

Estimated List of Material / Monetary Contributions: Snacks for testing, t-shirts, concession, items for popcorn day

Estimated List of Expenses: teacher support, staff school carnival, teacher appreciation, assist with field trips

Principal's Recommendation: Approved Denied

Signature of Principal [Signature] Date 8/21/23

Signature of Organization's Officer [Signature] Date 8/21/23

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

<input type="checkbox"/> PROBATION	Finance Dept. Initial _____	Date _____
Signature of Clerk of the Board _____		
Date _____		

<input checked="" type="checkbox"/> APPROVED	Finance Dept. Initial <u>TLH</u>	Date <u>9-8-23</u>
Signature of Clerk of the Board _____		
Date _____		

<input type="checkbox"/> DENIED	Finance Dept. Initial _____	Date _____
Signature of Clerk of the Board _____		
Date _____		

WHITE: Finance Office
YELLOW: Organization
PINK: Principal

Reapplication for sanctioning is required annually

REVISED 6-3-19



LAWTON PUBLIC SCHOOLS

SCHOOL YEAR 23-24

Application for Sanctioning of Parent Organizations and Booster Clubs

Organization Name Pioneer Park PTO EIN # 93-3133278

Organization's Bank Name ARVEST Bank Bank Account # 44305965

Faculty Sponsor's Name Cheyenne Short Phone: 405-207-8657 E-mail: cheyenne.short@lawtonps.org

Officer's Name	PRESIDENT	VICE PRESIDENT	TREASURER	SECRETARY
Name (Print):	<u>Kimberli Burk</u>	<u>Tara Williams</u>	<u>Parkar Hall</u>	<u>Michelle Garcia</u>

Address:	<u>204 NE Coronado</u>	<u>3418 NE Pioneer Blvd</u>	<u>617 SE Midling Dr.</u>	<u>3606 NE Bradford</u>
	<u>Lawton, OK 73507</u>	<u>Lawton, OK 73507</u>	<u>Lawton, OK 73501</u>	<u>Lawton, OK 73507</u>

Phone:	<u>580-678-8810</u>	<u>580-917-1267</u>	<u>580-704-7315</u>	<u>575-749-7460</u>
--------	---------------------	---------------------	---------------------	---------------------

Term Expiration:	<u>2023-2024</u>	<u>2023-2024</u>	<u>2023-2024</u>	<u>2023-2024</u>
------------------	------------------	------------------	------------------	------------------

Describe how the organization officers are appointed or elected. Officers are voted in during the final PTO meeting of the current school year by all members present at the meeting.

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

Explain what amount and what the fees and dues cover Pioneer PTO fees are \$5 dollars per member and goes towards expenses to recognize teachers, school events, and fundraisers

Circle One: PTA / Booster

Describe Purpose and Goals of the Organization Gives parents and teachers the opportunity to work together to supplement and enrich educational experience

Estimated List of Material/Monetary Contributions Projections for 2023-2024: Membership drive (\$900), 2 Fico Pizza (\$200), Fall Carnival Christmas Craft/Photo (\$900), Spring Fundraiser (\$5000), Basket Bingo (\$500), Pep Pickle (\$500) = \$9,000

Estimated List of Expenses \$8500 - supplies for pep/pickle, fall carnival supplies, Christmas photo setup, snacks for movie day, school dance, earth day, super kids day

Principal's Recommendation: Approved Denied (See attached calendar)

Signature of Principal: [Signature] Date 9/14/2023

Signature of Organization's Officer: Kimberli Burk Date 9/14/2023

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

<input type="checkbox"/> PROBATION	Finance Dept. Initial	Date
Signature of Clerk of the Board	Date	

<input checked="" type="checkbox"/> APPROVED	<u>TLH</u>	<u>9-19-23</u>
Finance Dept. Initial	Date	
Signature of Clerk of the Board	Date	

<input type="checkbox"/> DENIED	Finance Dept. Initial	Date
Signature of Clerk of the Board	Date	

WHITE: Finance Office
YELLOW: Organization
PINK: Principal

Reapplication for sanctioning is required annually

REVISED 6-3-19



LAWTON PUBLIC SCHOOLS

SCHOOL YEAR 2023-24

Application for Sanctioning of Parent Organizations and Booster Clubs

Organization Name Sullivan Village PTA EIN # 73-6129956

Organization's Bank Name Arvest Bank Account # 0014012877

Faculty Sponsor's Name Deborah spencer Phone: _____ E-mail: _____

Officer's Name	PRESIDENT	VICE PRESIDENT	TREASURER	SECRETARY
Name (Print):	<u>Tabitha Monetathchi</u>	<u>Sarah Keith</u>	<u>Joyce Weese</u>	_____
Address:	<u>622 Sw Bishop Rd Apt. L-4</u>	<u>4607 SE Fullbright Ln</u>	<u>4006 SE Bedford Dr</u>	_____
Phone:	<u>(580)458-2846</u>	<u>(580)704-3010</u>	<u>405-600-5102</u>	_____
Term Expiration:	<u>6/24</u>	<u>6/24</u>	<u>6/24</u>	_____

Describe how the organization officers are appointed or elected General Meeting is held in May for officer nominations and elections.

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

Explain what amount and what the fees and dues cover Dues are \$8 per membership. \$4.50 goes to State & national dues. \$3.50 goes to the school.

Circle One: PTA / Booster

Describe Purpose and Goals of the Organization To promote the welfare of our children, both academically and socially; To enhance the quality of our school by providing supplies & activities not available through the school budget.

Estimated List of Material / Monetary Contributions Teacher / Staff meals (\$500), Teacher appreciation gifts (\$500), Student water bottles (\$550), Student testing treats (\$200), bounce houses for Sunday (\$700); \$200 teacher grants (as applied for).

Estimated List of Expenses As needed for yearly activities (Bingo night, Fall carnival, visit with Veterans, Santa Shop, Viking Store, Fun Day).

Principal's Recommendation: Approved Denied

Signature of Principal G. Spencer Date 08-17-2023

Signature of Organization's Officer _____ Date _____

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

PROBATION

Finance Dept. Initial _____ / Date _____

Signature of Clerk of the Board _____ / Date _____

APPROVED TKH 9-8-23

Finance Dept. Initial _____ / Date _____

Signature of Clerk of the Board _____ / Date _____

DENIED

Finance Dept. Initial _____ / Date _____

Signature of Clerk of the Board _____ / Date _____

WHITE: Finance Office
YELLOW: Organization
PINK: Principal

Reapplication for sanctioning is required annually

REVISED 6-3-19



SCHOOL YEAR 2023-24

Application for Sanctioning of Parent Organizations and Booster Clubs

Organization Name Whittier PTO EIN # 93-2630941

Organization's Bank Name Anwest Bank Account # 44084684

Faculty Sponsor's Name Tonya Benuelos Phone: _____ E-mail: tonya.benuelos@lawtonps.org

Officer's Name PRESIDENT VICE PRESIDENT Remote TREASURER SECRETARY

Name (Print): Kylee Montgomery John Montgomery Michelle Gibson Sonia Hastings

Address: 909 NW Columbia 909 NW Columbia 801 NW 17th 309 SE 40th

Phone: 918-549-0010 580-695-7414 595-1908 917-8812

Term Expiration: _____

Describe how the organization officers are appointed or elected Principal appointed officers, will hold elections after this year.

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

Explain what amount and what the fees and dues cover \$5.00 - Whittier PTO Bylaws

Circle One: PTA / Booster

Describe Purpose and Goals of the Organization To support parents & teachers To keep everyone informed & involved with activities.

Estimated List of Material / Monetary Contributions School dance, bingo night, carnival

Estimated List of Expenses Food & drinks, tickets, t-shirts, teacher appreciation week

Principal's Recommendation: Approved Denied

Signature of Principal Brenda Walker Date 8-8-23

Signature of Organization's Officer Kylee Montgomery Date 8/8/23

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

<input type="checkbox"/> PROBATION	Finance Dept. Initial _____	Date _____
Signature of Clerk of the Board _____		Date _____

<input checked="" type="checkbox"/> APPROVED	<u>TLH</u>	<u>9-8-23</u>
Finance Dept. Initial _____		Date _____
Signature of Clerk of the Board _____		Date _____

<input type="checkbox"/> DENIED	Finance Dept. Initial _____	Date _____
Signature of Clerk of the Board _____		Date _____

WHITE: Finance Office
YELLOW: Organization
PINK: Principal

Reapplication for sanctioning is required annually

REVISED 6-3-19



LAWTON PUBLIC SCHOOLS

SCHOOL YEAR 2023-2024

Application for Sanctioning of Parent Organizations and Booster Clubs

Organization Name Lawton Eastside Baseball Club EIN# 26-4326364

Organization's Bank Name City National Bank Bank Account # 189633

Faculty Sponsor's Name Rodney DeLong Phone: 580-678-5581 E-mail: rodney.delonge@lawtonlps.org

Officer's Name PRESIDENT VICE PRESIDENT TREASURER SECRETARY

Name (Print): Adriane/Garrod Marshall Steve Thurman Penny DeLong Becky Morales

Address: 600 NE 75th St 80 Lakeland Dr. 3710 NE Madison 4913 SE Mills

Phone: 580-917-1380 405492-9273 580-512-2435 580 678 2762

Term Expiration: June 30 June 30 June 30 June 30

Describe how the organization officers are appointed or elected Nominations are done at our booster club meeting and election is held and voted on.

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

Explain what amount and what the fees and dues cover \$25 annually Raise funds for the MacArthur Baseball team to purchase supplies, uniforms, field and practice items, etc.

Circle One: PTA / Booster

Describe Purpose and Goals of the Organization To support the MacArthur baseball players and the program through volunteer work, fundraising, and other activities as needed.

Estimated List of Material / Monetary Contributions t-shirts, hats, decals, concessions, outfield signs

Estimated List of Expenses Concession supplies, Pre-game meals for out of town games, equipment and supplies for field and team

Principal's Recommendation: Approved Denied

Signature of Principal Danny Smith Date 9-25-23

Signature of Organization's Officer Adriane Marshall Date 9-25-23

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

<input type="checkbox"/> PROBATION	Finance Dept. Initial	Date
Signature of Clerk of the Board		Date

<input checked="" type="checkbox"/> APPROVED	<u>TJH</u>	<u>9-25-23</u>
Finance Dept. Initial		Date
Signature of Clerk of the Board		Date

<input type="checkbox"/> DENIED	Finance Dept. Initial	Date
Signature of Clerk of the Board		Date

WHITE: Finance Office
YELLOW: Organization
PINK: Principal

Reapplication for sanctioning is required annually

REVISED 6-3-19



BUSINESS OPERATIONS
Board Meeting Update
September 28, 2023

Chief Operating Officer - Dr. Jason James

- Turf – All 3 football fields complete. IKE & MHS softball 95% complete. Needs to finish custom walk thru gates, wind screen on outfield fence, and dugout finishings. LHS softball field just like IKE and MHS except backstop netting in progress. MHS baseball getting turf installed, LHS and IKE baseball field drainage base still being installed.
- Pressbox/Bleachers/Lights – Southern Bleacher site visit complete. Waiting on specs for concrete for pressbox and bleachers. Electrical Express has ordered all the lights, poles, and light pole base. Electrical boring started today. PSO and Electrical Express working out details of electrical transformer in coordination to locker room expansion.
- Locker room expansion – received the second attempt of locker room drawings from architect. Looks like 6 locker rooms, 2 coaches office, public restrooms and a concession stand at just over 6,000 sqft. CDBL and Herring Construction are getting ready to send out spec sheets to contracts and we plan on advertising for bids starting 1st of Oct.
- Backup generators – Jack Hanna working with PSO and LPS electricians to coordinate backup generators for warehouse, transportation, and media center's phone lines and security equipment (cameras, radios, etc).
- MMS Parent Loop project - cutting in new road to circumnavigate MMS to move the parent pickup/drop off to the west side of MMS and off of 45 th street. This is considered a necessary safety measure as too many close calls with all MMS students (bus riders, walkers, and car riders) walking out the front doors of MMS as school gets out and it is becoming a free for all as parents try to outmaneuver each other to pick up their child and dodge our walkers and buses.
- LHS Security – Bid opening is scheduled for 10 am, Tuesday Sept 26 th . Fence will completely enclose CMS/Shoemaker/LHS. Plan calls for multiple car gates that will be open 24/7 and supervised by LPSPD, multiple exit only gates operated by sensor, and multiple student only gates operated by keypad access. Double secure entry at LHS is waiting on Digi security scan equipment and ADA access control equipment.
- New Horizons Signage – Installed

Assessment & Accountability – Dr. Joan Gabelmann

- PreACT Preparation and Training
- District Fall ACT Preparation and Training
- PSAT Preparation and Training
- NNAT3 Student Uploads
- CogAT Student Uploads
- Technology Site Readiness: Mock ACT
- Oklahoma Arts Council Conference Planning

Child Nutrition - Daniel Ghrayeb

- Meal Count – Not final yet will update next month.
- Dinner Programs Started- Woodland Hills, Edison, Hugh Bish, Almor West, Freedom. Thank you to the principals and staff for making this happen!
- Jobs still open- New marketing to target part-time employees in the works with LPS media department.
- Less than 1,800 Free and Reduced forms left to receive or complete! Thank you to everyone. Verna has been about 3 weeks ahead this year and we are very excited about that!
- All Pork butts and ground beef are being prepared in house at the district kitchen!

Director of Elementary Curriculum - Lupe Ostruske

- Organized a professional development (PD) plan for the monthly LPS Continuous PD held on September 6th for administrators and pre-k teachers using ESGI (Pre-k assessment program) for SAVVAS (Reading Curriculum). **Attendance: 12 Elementary administrators or teachers attend.**
- Organized a professional development (PD) plan for the monthly LPS Continuous PD held on September 6th for administrators and teachers to learn more about Edmentum (Computer Assisted Instruction Program (CAI)) for Exact Path Reading & Math and Lexia Core (CAI) for SPED Resource Students. **Attendance: Edmentum had 30 Elementary administrators or teachers attend. Lexia Core 5 had 14 administrators or teachers attend.**
- Coordinated with Mrs. Hime, Director of New Staff Development, on providing SAVVAS PD for First Class Teachers using SAVVAS (Reading Curriculum) on September 15th. The PD was doDirector of New Staff Development was led by SAVVAS staff and the feedback from the First Class Teachers was very positive. Having this training AFTER the start of the school year is beneficial because it has allowed the new teachers to get familiar with the components and be more comfortable navigating curriculum during PD. **Attendance Rate: 90% of elementary First Year (NO Experience) teachers attended.**
- Coordinated and organized Year 2 LETRS PD for 168 Teachers. LETRS is a two year PD on the Science of Reading. September 15 was the first PD day for the 168 participants who are going into year 2 of this very important intensive PD. **Attendance Rate: 95% of teachers attended who are registered for LETRS PD.** *LETRS instructs teachers in what literacy skills need to be taught, why, and how to plan to teach them. And it delves into the research base behind these recommendations.*

Director of New Staff Development - Stephanie Hime

- Published 1st Edition of First Class News 2023-24
- Published, examined, and organized feedback from mentors
- Facilitated classroom visits
- Hosted First Class Help Desk at Continuous Professional Development
- Collaborated with Curriculum for SAVVAS training

Director of Secondary Curriculum - Tony Jones

- Secondary teachers have been invited to present and participate in the September 6, continuous professional development opportunity at the Life Ready Center. Teachers will have the choice to attend one of the following sessions: Navigating the New Savvas English Resources, Effective Planning using Backward Design, and Research-Based Practices to Engage Student Learning.
- Secondary teachers have been working with their site and district counterparts to create academic benchmarks. On September 15, teachers will have an opportunity to collaborate and finalize each benchmark.

Facilities Operations/Maintenance - Jack Hanna

- Security Vestibules in various locations completed, Almor West, Edison, Crosby Park
- Installed 4 new ice machines, Transportation, EHS, 2 at CMS
- The Turf Project is still underway and looking great at the High Schools
- Two digital signs are up and running
- In the planning stages to replace old flooring with LVT at various locations

Transportation - Jay Hunt

- Doing a pilot run with an onboard driver tablet on one of our buses
- Recording our bus safety video soon for elementary school safety

Federal Programs - Teresa Donahue

- Title I: Completing all FY24 Title I Schoolwide Plans & Title I Annual Meetings
- Title I Homeless & Title IX McKinney-Vento: Student identification - Processing Residency Questionnaires for all enrolled LPS students; Student Services: Providing school supplies, clothing and arranging transportation as needed for departments and school staff.
- English Learner Program - Home Language Surveys (HLS): Processing all HLS forms to identify which students need to be administered the WIDA Screener within the 14 day required time frame; Entering HLS data and English Learner & bilingual student data information into Infinite Campus; Completing ELAPS for all EL students.
- Completing all grant applications in the Grant Management System (GMS) for all Federal Programs' FY24 grants.
- Completing all compliance documentation requirements for OSDE Consolidated Federal Programs Monitoring

Grants - Diane Landoll

- Processing WIDA Screener results and parent notifications of EL services for existing and newly identified EL students
- Implementing 21st Century Grant start up at Lawton and MacArthur High Schools
- Coordinating training and resources for EL instructional supports
- Processing Impact Aid Screener survey forms for 2023-2024

Human Resources (Personnel and Payroll) - Jean Hastings

- Preparing for SPR and Accreditation in Personnel
- Completing the Annual OTR Report in Payroll
- Preparing for Open Enrollment in Benefits
- Auditing State OTR credit for all certified
- Working with Program Administrators on job description updates. This will be a process that will be ongoing throughout the remainder of the calendar year.

Information Technology - Jason DeBord

- Installing fiber connections to New Horizons and EHS fieldhouse
- Licensing all student and staff devices for security
- Installing badge readers and cameras multiple locations

Media Operations - Dave McDermott

- Received AP Laser, model 4024, at the print shop
- Printed banners and signs at Cameron Stadium for intercity football games
- Designed and printed football programs for all high school



Athletics - Gary Dees

- Stadium Security
- Fall Accreditation

Campus Police – Josh Seely

- Both K-9s are certified and on duty
- The Police Department has increased Security at Football in light of recent events.

Elementary Education – Lesa Sparks

- Professional Development Planning of Activities
- Star Testing
- Continuous PD – September 6th at LRC

Secondary Education – Doug Brown/Teresa Jackson

- Professional Development Planning of Activities
- Cohort Training at Secondary Sites
- Continuous PD – September 6th at LRC

Special Services – Diane Keene

- Special Services offered a variety of professional development during Continuous PD. Educators giving OAAP assessment dived into initial DLM, Dynamic Learning Maps, training. Special educators attended EdPlan training by identifying “lagging skills” in students re-framing their ideas about student behavior and how staff responds to behaviors.

Student Success & Resources – Dr. Regina DeLoach

- Advertising the Lawton Ft. Sill Dolly Parton Library enrollment. (747 children ages 0-5 are enrolled); Searching for year two funding; and Providing updates to the Lawton Ft. Sill Coalition (Our next ZOOM meeting is Sept. 18th @6:00 pm.)
- Interview with KSWO about the Lawton Ft. Sill Dolly Parton Coalition.
- Planning & scheduling Unite Us PD for elementary & Secondary counselors, LPS Officers, and McKinney Vento Counselors. (The PD is on Sept 26, 2023, at AJSCC from 9:30 am to 10:30 am & 1:30 pm to 2:30 pm)

Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, PO Range: 1295 - 5000, Fund(s): 11-GENERAL FUNDS

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	1295	09/07/2023	26098	EAST CENTRAL UNIVERSITY	MARCHING BAND COMPETITION/9-30-23	200.00
11	1296	09/07/2023	21006	SCRIPPS NATIONAL SPELLING BEE INC	SPELLING BEE REGISTRATION FEE	180.00
11	1297	09/07/2023	12058	COOPERATIVE COUNCIL FOR OKLAHOMA SCHOOL	REG/BEST PRACTICE CONF/OKC OCT 25-26, 2023	716.00
11	1298	09/11/2023	16610	TECHNOLOGY STUDENT ASSOCIATION	TSA AFFILIATION FEES -EMAKE UGIOMOH	400.00
11	1299	09/11/2023	18272	B & H FOTO & ELECTRONICS CORP	B&H/RESOLVE KEYBOARD/AFFINITY PHOTO 2 /MR. EMAKE	643.74
11	1300	09/11/2023	16087	SWOBDA	SWOBDA/ALL REGION ENTRIES - KAREN TORBERT	300.00
11	1301	09/11/2023	13118	DISCOUNT SCHOOL SUPPLY	FY STAND/INSTRUCTIONAL SUPPLIES	500.00
11	1302	09/11/2023	23631	NCS PEARSON INC	BPA/CERTIFICATION TEST/BILLINGS	1,900.00
11	1303	09/11/2023	19005	AMAZON CAPITAL SERVICES INC	LAMINATOR FILM	341.00
11	1304	09/11/2023	19005	AMAZON CAPITAL SERVICES INC	FY STAND/INSTRUCTIONAL SUPPLIES	2,500.00
11	1305	09/11/2023	27961	HOBBY LOBBY STORES INC	PAINTS FOR ART (S. DUNN)	250.00
11	1306	09/11/2023	3125	TRINITY CERAMIC SUPPLY, INC.	CLAY FOR CERAMIC CLASSES	1,513.68
11	1307	09/12/2023	18608	CONSTRUCTION INDUSTRIES BOARD	LICENSE RENEWAL PLMB JOURNEYMAN/JAMES WINFREE	75.00
11	1308	09/12/2023	11273	WINSUPPLY LAWTON	HOT WATER CIRCULATION PUMP/LHS	1,564.90
11	1309	09/12/2023	926570	ARROW MACHINERY CO INC	PARTS & LABOR/REPAIR MAINTCUST WASH MACHINE	440.00
11	1310	09/12/2023	9252	SAMS CLUB DIRECT	SUPPLIES FOR ROBOTICS	1,209.82
11	1311	09/12/2023	21006	SCRIPPS NATIONAL SPELLING BEE INC	SPELLING BEE ENTRY FEE	188.00
11	1312	09/12/2023	23631	NCS PEARSON INC	PRINTED TESTING MAT'L	1,228.48
11	1313	09/12/2023	21006	SCRIPPS NATIONAL SPELLING BEE INC	REGIONAL SPELLING BEE ENTRY FEES	180.00
11	1314	09/12/2023	21006	SCRIPPS NATIONAL SPELLING BEE INC	SPELLING BEE ENTRY FEE	162.00
11	1315	09/12/2023	919491	DAVID D JACKSON	BAROQUE SOPRANO RECORDERS	525.00
11	1316	09/12/2023	18433	OKMEA	ENTRY FEE/ALL STATE AUDITIONS/10-28-23	200.00
11	1317	09/12/2023	26078	E3 DIAGNOSTICS INC	NURSING SUPPLIES	339.19
11	1318	09/12/2023	21006	SCRIPPS NATIONAL SPELLING BEE INC	SPELLING BEE ENTRY FEE	162.00
11	1319	09/13/2023	19005	AMAZON CAPITAL SERVICES INC	FY STAND/INSTRUCTIONAL SUPPLIES	7,500.00
11	1320	09/13/2023	19005	AMAZON CAPITAL SERVICES INC	NEGLECTED - INSTRUCTION AND STUDENT SUPPLIES	1,100.00
11	1321	09/13/2023	29014	VARGYAS NETWORKS LLC	SPLICER	6,100.00
11	1322	09/13/2023	21094	OKLAHOMA ASSOCIATION FOR BILINGUAL EDUC	TITLE III EL PD REGISTRATION FEES	225.00

LAWTON PUBLIC SCHOOLS

Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, PO Range: 1295 - 5000, Fund(s): 11-GENERAL FUNDS

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	1324	09/13/2023	25774	CHARACTER EDUCATION PARTNERSHIP	MEMBERSHIP DUES	50.00
11	1325	09/13/2023	21006	SCRIPPS NATIONAL SPELLING BEE INC	SPELLING BEE ENTRY FEE	162.00
11	1326	09/13/2023	18433	OKMEA	ALL STATE AUDITONS/10-28-23	500.00
11	1327	09/13/2023	20978	AMERICAN CHORAL DIRECTORS ASSOCIATION	ALL STATE AUDITIONS/10-28-23	160.00
11	1328	09/13/2023	005964	STEPHANIE DIANE KEENE	HOTEL FOR CONFERENCE OCT. 25TH NORMAN, OK	223.00
11	1329	09/13/2023	477	COMANCHE LUMBER COMPANY INC	FLOORING MATERIALS/SHOEMAKER	10,181.28
11	1330	09/14/2023	21006	SCRIPPS NATIONAL SPELLING BEE INC	SPELLING BEE ENTRY FEE	200.00
11	1331	09/14/2023	153532	JESSICA DIANE JOHNSON	REIMBURSEMENT STILLWATER 9/18/23	350.00
11	1332	09/15/2023	25774	CHARACTER EDUCATION PARTNERSHIP	MEMBERSHIP	200.00
11	1333	09/15/2023	19472	RADIO ENGINEERING INDUSTRIES INC	ARMOR VIDEO RECORDING LICENSE	21,425.00
11	1334	09/15/2023	19005	AMAZON CAPITAL SERVICES INC	CLASSROOM BLINDS	300.00
11	1335	09/15/2023	12894	CDW GOVERNMENT, INC.	LAPTOPS FOR TECH NOW STUDENTS	12,916.95
11	1336	09/15/2023	24802	ACT INC	FY STAND/TITLE I ACT & PRE-ACT TESTING FEES	60,000.00
11	1337	09/15/2023	20978	AMERICAN CHORAL DIRECTORS ASSOCIATION	JAZZ ALL-STATE/10-4-23/NORMAN	60.00
11	1338	09/15/2023	9252	SAMS CLUB DIRECT	FY STAND/INSTRUCTIONAL SUPPLIES	500.00
11	1339	09/15/2023	16076	FARM PLAN (ACCT #75334-94733)	FY STAND/INSTRUCTIONAL SUPPLIES	500.00
11	1340	09/15/2023	802649	WALMART STORES EAST LP	FY STAND/INSTRUCTIONAL SUPPLIES	500.00
11	1341	09/18/2023	21006	SCRIPPS NATIONAL SPELLING BEE INC	SPELLING BEE ENTRY FEE	180.00
11	1342	09/18/2023	066108	JENNIFER NESSINGER STRAND	MILEAGE, TOLL, PER DIEM	350.00
11	1343	09/18/2023	28492	SHREE SANI SAL LLC	LODGING/JENNIFER STRAND/9-18-23	149.00
11	1344	09/18/2023	28492	SHREE SANI SAL LLC	LODGING/JESSICA JOHNSON/9-18-23	149.00
11	1345	09/18/2023	26548	OKLAHOMA CENTER FOR CHAR	ANNUAL CHARACTER.ORG MEMBERSHIP	199.00
11	1346	09/18/2023	066270	JANICE LYNN HICKS	FY STAND/LOCAL TRAVEL	750.00
11	1347	09/18/2023	19484	SCHOOL OUTFITTERS LLC	FY STAND/ SENSORY AREA FOR LIBRARY	5,000.00
11	1348	09/18/2023	19017	DEMCO, INC	FY STAND/ SENSORY AREA FOR LIBRARY	5,400.00
11	1349	09/18/2023	066072	DEBBIE RACHELE BROWN	REGISTRATION/MEAL PER DIEM/OKASBO	346.00
11	1350	09/18/2023	19005	AMAZON CAPITAL SERVICES INC	VHF RADIOS FOR POWER OUTAGES	454.56

LAWTON PUBLIC SCHOOLS**Encumbrance Register****Options:** Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, PO Range: 1295 - 5000, Fund(s): 11-GENERAL FUNDS

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	1351	09/19/2023	19005	AMAZON CAPITAL SERVICES INC	FY STAND/INSTRUCTIONAL SUPPLIES	1,000.00
11	1352	09/19/2023	28918	LAKESHORE PARENT LLC	FY STAND/INSTRUCTIONAL SUPPLIES	120.00
11	1353	09/19/2023	536	DON EVANS WINDOW TINT	GROUNDNS TRLR 12 REPAIRS	3,014.96
11	1354	09/19/2023	28922	PHANTOM K9 LLC	REG/PHANTOM K9 FALL WORKSHOP/OKC	1,000.00
11	1355	09/19/2023	802649	WALMART STORES EAST LP	FY STAND/MAKERSPACE SUPPLIES/ALMOR WEST	229.00
11	1356	09/20/2023	19005	AMAZON CAPITAL SERVICES INC	FY STAND/MAKERSPACE SUPPLIES/ALMOR WEST	532.00
11	1357	09/20/2023	802649	WALMART STORES EAST LP	FY STAND/MAKERSPACE SUPPLIES/CARRIAGE HILLS	238.00
11	1358	09/20/2023	19005	AMAZON CAPITAL SERVICES INC	FY STAND/MAKERSPACE SUPPLIES/CARRIAGE HILLS	557.00
11	1359	09/20/2023	802649	WALMART STORES EAST LP	FY STAND/MAKERSPACE SUPPLIES/CROSBY PARK	695.00
11	1360	09/20/2023	19005	AMAZON CAPITAL SERVICES INC	FY STAND/MAKERSPACE SUPPLIES/CROSBY PARK	695.00
11	1361	09/20/2023	802649	WALMART STORES EAST LP	FY STAND/MAKERSPACE SUPPLIES/EISEN ELEM	366.00
11	1362	09/20/2023	19005	AMAZON CAPITAL SERVICES INC	FY STAND/MAKERSPACE SUPPLIES/EISEN ELEM	855.00
11	1363	09/20/2023	802649	WALMART STORES EAST LP	FY STAND/MAKERSPACE SUPPLIES/HUGH BISH	282.00
11	1364	09/20/2023	19005	AMAZON CAPITAL SERVICES INC	FY STAND/MAKERSPACE SUPPLIES/HUGH BISH	653.00
11	1365	09/20/2023	802649	WALMART STORES EAST LP	FY STAND/MAKERSPACE SUPPLIES/WHITTIER	272.00
11	1366	09/20/2023	19005	AMAZON CAPITAL SERVICES INC	FY STAND/MAKERSPACE SUPPLIES/WHITTIER	637.00
11	1367	09/20/2023	802649	WALMART STORES EAST LP	FY STAND/MAKERSPACE SUPPLIES/VIRTUAL	132.00
11	1368	09/20/2023	19005	AMAZON CAPITAL SERVICES INC	FY STAND/MAKERSPACE SUPPLIES/VIRTUAL	309.00
11	1369	09/20/2023	010065	DIANA LANDOLL	AMERICAN AIRLINES AIRFARE FOR WIDA CONFERENCE	1,172.00
11	1370	09/20/2023	28683	OKLA BUSINESS PROFS OF AMERICA	BPA/ADVISOR REGISTRATION/FALL CONF. 10-16-23	105.00
11	1371	09/20/2023	28400	BUSINESS PROFESSIONALS OF AMERICA	BPA MEMBERSHIP FEE/PETTIT	580.00
11	1372	09/20/2023	010065	DIANA LANDOLL	HOTEL FOR WIDA CONFERENCE	716.00
11	1373	09/20/2023	010065	DIANA LANDOLL	PER DIEM FOR WIDA CONFERENCE	240.00
11	1374	09/20/2023	010065	DIANA LANDOLL	UBER/TAXI FOR WIDA CONFERENCE	200.00
11	1375	09/20/2023	19005	AMAZON CAPITAL SERVICES INC	INSTRUCTIONAL SUPPLIES/MEDIA BROADCASTING	594.78

LAWTON PUBLIC SCHOOLS

Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, PO Range: 1295 - 5000, Fund(s): 11-GENERAL FUNDS

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	1376	09/21/2023	14268	OKLAHOMA ART INSTITUTE INC	REG/WRITER'S SEMINAR/OCT 5-8, 2023	30.00
11	1377	09/21/2023	19005	AMAZON CAPITAL SERVICES INC	FY STAND/ SENSORY AREA LIBRARY	5,800.00
11	1378	09/21/2023	27307	DARBY'S BIG FURNITURE	STOOLS FOR SCORE KEEPING AREA	379.98
11	1379	09/21/2023	27961	HOBBY LOBBY STORES INC	FY STAND/INSTRUCTIONAL SUPPLIES	200.00
11	1380	09/21/2023	19017	DEMCO, INC	FY STAND/LIBRARY SUPPLIES	550.00
11	1381	09/21/2023	19005	AMAZON CAPITAL SERVICES INC	FY STAND/INSTRUCTIONAL SUPPLIES	2,000.00
11	1382	09/21/2023	12996	STATE DEPT OF EDUCATION	PARAPRO TIER CERTIFICATION	300.00
11	1383	09/21/2023	19005	AMAZON CAPITAL SERVICES INC	MOTOROLA SL300 RADIOS	823.68
11	1384	09/22/2023	26548	OKLAHOMA CENTER FOR CHAR	PROGRAM SUBSCRIPTION	200.00
11	1385	09/25/2023	19005	AMAZON CAPITAL SERVICES INC	FY STAND/SENSORY ROOM SUPPLIES	2,000.00
11	1386	09/25/2023	19005	AMAZON CAPITAL SERVICES INC	FY STAND/SENSORY ROOM SUPPLIES	400.00
11	1387	09/25/2023	19005	AMAZON CAPITAL SERVICES INC	FY STAND/SENSORY ROOM SUPPLIES	2,100.00
11	1388	09/25/2023	19005	AMAZON CAPITAL SERVICES INC	FY STAND/OFFICE SUPPLIES	900.00
11	1389	09/25/2023	19005	AMAZON CAPITAL SERVICES INC	TITLE III EL DICTIONARIES	463.16
11	1390	09/25/2023	929037	WICHITA WATER CONDITIONING INC	FY STAND/SALT FOR WATER SOFTNER/CMS	1,880.00
11	1391	09/25/2023	21006	SCRIPPS NATIONAL SPELLING BEE INC	SPELLING BEE ENTRY FEE	180.00
11	1392	09/25/2023	25774	CHARACTER EDUCATION PARTNERSHIP	MEMBERSHIP REGISTRATION	200.00
11	1393	09/25/2023	29036	KATHLEEN MESSENBAUGH LLC	REG/LIBRARY CONF/9-29-23/OKC/SARA ROTH	50.00
11	1394	09/25/2023	27194	PIRAINO CONSULTING INC	OPS DOCKING STATION	349.00
11	1395	09/25/2023	802417	MORE & MORE INC	SOUND SYSTEM/GRADUATION/MAY 16-17, 2024	2,874.50
11	1396	09/25/2023	902145	COMANCHE COUNTY AGRICULTURAL	BLDG RENTAL/GRADUATIONS/MAY 16-17, 2024	3,250.00
11	1397	09/25/2023	29041	OKLAHOMANS FOR THE ARTS	REG/OKLA ARTS CONF/OCT 17-19, 2023	169.99
11	1398	09/25/2023	4040	PITSCO EDUCATION LLC	DRONE MAKER KIT/STRAW ROCKETS	1,065.00
11	1399	09/25/2023	25738	JAMES SUPPLIES LLC	FY STAND/INSTRUCTIONAL SUPPLIES	500.00
11	1400	09/25/2023	9252	SAMS CLUB DIRECT	FY STAND/INSTRUCTIONAL SUPPLIES	100.00
11	1401	09/25/2023	21006	SCRIPPS NATIONAL SPELLING BEE INC	SPELLING BEE ENTRY FEE	180.00

LAWTON PUBLIC SCHOOLS

Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, PO Range: 1295 - 5000, Fund(s): 11-GENERAL FUNDS

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
					Non-Payroll Total:	\$193,989.65
					Payroll Total:	\$0.00
					Balance Forward:	\$0.00
					Report Total:	\$193,989.65

Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, PO Range: 49 - 5000, Fund(s): 21-BUILDING FUND

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
21	49	09/12/2023	928438	DESIGN ARCHITECTS PLUS INC	ARCHITECT CONSULTING FEES/ EHS & FREEDOM ELEM	14,000.00
21	50	09/12/2023	905324	ENDEX OF OKLAHOMA INC	REPAIR FIRE ALARM/EES	1,000.00
21	51	09/20/2023	27720	ROBERT L HINER	LABOR & MATERIALS TO REPAIR GYM FLOOR @MMS	12,300.00
Non-Payroll Total:						\$27,300.00
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$27,300.00

LAWTON PUBLIC SCHOOLS

Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, PO Range: 99 - 5000, Fund(s): 33-BOND FUND (2017)

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
33	99	09/13/2023	928438	DESIGN ARCHITECTS PLUS INC	ARCHITECT FEES/MHS AUDITORIUM RENO	19,500.00
33	100	09/13/2023	902896	CACHE ROAD GLASS CO INC	FY STAND/LABOR & MATLS/SECURITY VEST/MULT SITES	50,000.00
33	101	09/13/2023	919491	DAVID D JACKSON	FY STAND/INSTRUMENT REPAIRS	2,000.00
33	102	09/13/2023	919491	DAVID D JACKSON	FY STAND/BAND SUPPLIES	500.00
33	103	09/13/2023	14470	MIDWEST MUSIC LLC	FY STAND/BAND INSTRUMENTS	5,190.00
33	104	09/13/2023	26907	GRACENOTES LLC	VOCAL MUSIC SUPPLIES	160.29
33	105	09/13/2023	919491	DAVID D JACKSON	FY STAND/BAND INSTRUMENTS	3,000.00
33	106	09/13/2023	19005	AMAZON CAPITAL SERVICES INC	SUN GRO SUGRBG2 DIRT	1,501.00
33	107	09/13/2023	927257	COAST AUDIO VIDEO LLC	AUDIO ENHANCEMENT TEACHER BOX	29,375.00
33	108	09/13/2023	802773	HOME DEPOT CREDIT SERVICES	INSTRUCTIONAL SUPPLIES/TAP FUNDS	775.52
33	109	09/13/2023	802773	HOME DEPOT CREDIT SERVICES	INSTRUCTIONAL SUPPLIES/TAP FUNDS	743.00
33	110	09/13/2023	245	PENDER'S MUSIC COM	FY STAND/MUSIC SUPPLIES	500.00
33	111	09/13/2023	923068	DAVID ANDERSON	FY STAND/PIANO TUNING	110.00
33	112	09/15/2023	901478	ARROW SIGN COMPANY INC	LABR & MATLS/DIGITAL 2 SIDED SIGN/CLEVELAND	34,040.00
33	113	09/15/2023	901478	ARROW SIGN COMPANY INC	LABR & MATLS/DIGITAL 2 SIDED SIGN/LEARNING TREE	49,945.00
33	114	09/15/2023	901478	ARROW SIGN COMPANY INC	LABR & MATLS/DIGITAL 2 SIDED SIGN/EES	31,359.00
33	115	09/18/2023	928355	WE DIG IT LLC	ROAD REPAIR/MMS	20,850.00
33	116	09/18/2023	16021	JW PEPPER AND SON INC	MUSIC TRACKS	199.96
33	117	09/21/2023	16021	JW PEPPER AND SON INC	ORCHESTRA SUPPLIES	153.20
33	118	09/25/2023	919491	DAVID D JACKSON	FY STAND/ORCHESTRA SUPPLIES	1,000.00
33	119	09/25/2023	923068	DAVID ANDERSON	FY STAND/PIANO TUNING	400.00

Non-Payroll Total:	\$251,301.97
Payroll Total:	\$0.00
Balance Forward:	\$0.00
Report Total:	\$251,301.97

Lawton Public Schools
Lawton, Oklahoma

Administrative Services Division
Purchasing Department

Payroll Encumbrance Purchase Orders

September 28, 2023

FY23 Payroll Encumbrance Purchase Order Numbers:

PO# 50000 - 52287

LAWTON PUBLIC SCHOOLS

Change Order Listing

Options: Fund(s): 11-GENERAL FUNDS, Year: 2023-2024, ReferenceDate: PO Date, Date Range: 9/6/2023 - 6/30/2024, Minimum Amount Change: \$200.00, Include Negative Changes: False

PO No	Date	Vendor No	Vendor	Description	Amount
26	07/01/2023	28277	CLOSE UP FOUNDATION	CLOSE UP WASHINGTON PROGRAM (STUDENT COST)	12,000.00
280	07/01/2023	924482	PRINT FINISHING SYSTEMS	FY STAND/PRINT SHOP SUPPLIES	2,500.00
439	07/01/2023	927295	KAYSER MECHANICAL, INC	FY STAND/HVAC REPAIRS	6,000.00
707	07/05/2023	9252	SAMS CLUB DIRECT	FY STAND/MISC CLASSRM SUPPLIES	500.00
714	07/05/2023	152980	JOSHUA R SEELY	FY STANDING/REIMBURSEMENTS	450.00
791	07/12/2023	19005	AMAZON CAPITAL SERVICES INC	FY STAND/OFFICE SUPPLIES	1,000.00
799	07/12/2023	19005	AMAZON CAPITAL SERVICES INC	FY STAND/INSTRUCTIONAL SUPPLIES	1,000.00
840	07/18/2023	24721	IMAGINE LEARNING INC	TITLE I DIGITAL LIBRARIES FOR GATEWAY (9TH - 12TH)	2,200.00
853	07/19/2023	19005	AMAZON CAPITAL SERVICES INC	CUSTODIAL NEEDS	500.00
909	07/25/2023	19005	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES (STANDING FY24)	1,500.00
911	07/25/2023	19005	AMAZON CAPITAL SERVICES INC	INSTRUCTIONAL SUPPLIES (FY24)	4,000.00
932	07/31/2023	19005	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES (FY24 STANDING)	1,500.00
936	07/31/2023	19005	AMAZON CAPITAL SERVICES INC	OFFICE/INSTRUCTIONAL SUPPLIES (FY24 STANDING)	2,000.00
939	07/31/2023	19005	AMAZON CAPITAL SERVICES INC	TEACHER SUPPIES 24YSTANDING	5,000.00
943	07/31/2023	19005	AMAZON CAPITAL SERVICES INC	TEACHERS \$100 INSTRUCTIONAL SUPPLIES	500.00
968	08/03/2023	19005	AMAZON CAPITAL SERVICES INC	FY STAND/INSTRUCTIONAL SUPPLIES	5,000.00
983	08/04/2023	28477	YELLOW FOLDER LLC	ANNUAL ONLINE STORAGE SERVICES	13,608.00
995	08/07/2023	802649	WALMART STORES EAST LP	FY STAND/MAKERSPACE SUPPLIES	500.00
1076	08/15/2023	10897	STATE OF OKLAHOMA	BLDG RENTAL/SEP 15, 2023/PROJECT AWARE PROF DEV	200.00
1203	08/25/2023	19005	AMAZON CAPITAL SERVICES INC	FY STAND/SENSORY ROOMS SUPPLIES/EMS	500.00
1217	08/28/2023	19005	AMAZON CAPITAL SERVICES INC	FY STAND/INSTRUCTIONAL SUPPLIES	1,600.00
1252	09/05/2023	25032	WISCONSIN CTR FOR EDUC PROD & SVCS	TITLE III EL WIDA ANNUAL CONFERENCE REGISTRATION	645.00
1262	09/05/2023	19005	AMAZON CAPITAL SERVICES INC	FY STAND/INSTRUCTIONAL SUPPLIES	500.00

Non-Payroll Total:	\$63,203.00
Payroll Total:	\$1,835,879.65
Report Total:	\$1,899,082.65

Change Order Listing

Options: Fund(s): 21-BUILDING FUND, Year: 2023-2024, ReferenceDate: PO Date, Date Range: 9/20/2023 - 6/30/2024,
Minimum Amount Change: \$200.00, Include Negative Changes: False

PO No	Date	Vendor No	Vendor	Description	Amount
26	07/01/2023	2188	CED INC	FY STAND/BLDG SUPPLIES/MAKEOVER	2,000.00
Non-Payroll Total:					\$2,000.00
Payroll Total:					\$0.00
Report Total:					\$2,000.00

LAWTON PUBLIC SCHOOLS

Change Order Listing

Options: Fund(s): 33-BOND FUND (2017), Year: 2023-2024, ReferenceDate: PO Date, Date Range: 9/12/2023 - 6/30/2024,
Minimum Amount Change: \$200.00, Include Negative Changes: False

PO No	Date	Vendor No	Vendor	Description	Amount
1	07/01/2023	902896	CACHE ROAD GLASS CO INC	LABR & MATLS/SECURITY VESTIBULES/DOORS/MULTI SITES	3,102.77
84	08/30/2023	19005	AMAZON CAPITAL SERVICES INC	INSTRUCTIONAL SUPPLIES/TAP FUNDS	613.49
Non-Payroll Total:					\$3,716.26
Payroll Total:					\$0.00
Report Total:					\$3,716.26

Lawton Public Schools
Business Operations

Report of Activity Fund Custodian

September 28, 2023

REQUEST APPROVAL TO ESTABLISH NEW ACCOUNT:

Acct Name/Number	Source of Revenue	Approved Expenditures
Eisenhower Middle School (545) Sponsors - Sharon Stuckey TAP (TECH APPLICATION PRG) - 966	1. Fees and donations 2. Fundraisers 3. Funds transferred	1. Club activities/events/functions 2. Instructional/non-instructional supplies, materials, equipment and furniture 3. Fundraising expenses 4. Student awards/incentives 5. School/community services/projects 6. Field trips 7. Funds transferred 8. Reimbursement of expenses 9. Refreshments/supplies



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 **Thirteenth** day of **September** 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
Lawton High, Shoemaker
Center & Central Middle
School - New Fencing
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.

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.

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 3 OWNER'S RESPONSIBILITIES
- 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 6 COST OF THE WORK FOR CONSTRUCTION PHASE
- 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 8 INSURANCE AND BONDS
- 9 DISPUTE RESOLUTION
- 10 TERMINATION OR SUSPENSION
- 11 MISCELLANEOUS PROVISIONS
- 12 SCOPE OF THE AGREEMENT

(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.

AIA Document A133a - 2009 (formerly A121™CMc - 2003). Copyright© 1991, 2003 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission.

This document was produced by AIA software at 11:45:15 CT on 03/10/2021 under Order No.5563494241 which expires on 10/03/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

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 collective 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.

Init.

AIA Document A133 -2009 (formerly A121™CMc-2003). Copyright© 1991, 2003 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission.

This document was produced by AIA software at 11:45:15 CT on 03/10/2021 under Order No.5563494241 which expires on 10/03/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(3B9ADA3E)

§ 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.

Init.

§ 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 **2.50%** 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.

Init.

(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

Init.

AIA Document A133™ - 2009 (formerly A121™CMc - 2003). Copyright © 1991, 2003 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission.

This document was produced by AIA software at 11:45:15 CT on 03/10/2021 under Order No.5563494241 which expires on 10/03/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(3B9ADA3E)

§ 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.

Init.

AIA Document A133 - 2009 (formerly A121™CMc - 2003). Copyright© 1991, 2003 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission.

11

§ 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.

Init.

§ 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

Init.

AIA Document A133N -2009 (formerly A121™CMC-2003). Copyright© 1991, 2003 and 2009 by The American Institute of Architects. All rights reserved.

The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 11:45:15 CT on 03/10/2021 under Order No.5563494241 which expires on 10/03/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(3B9ADA3E)

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:

25th 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

AIA Document A13r - 2009 (formerly A121™CMc - 2003). Copyright© 1991, 2003 and 2009 by The American Institute of Architects. All rights reserved.

The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 11:45:15 CT on 03/10/2021 under Order No.5563494241 which expires on 10/03/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(389ADA3E)

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 A/A 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.)*

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.

Init.

AIA Document A133q - 2009 (formerly A121™CMc - 2003). Copyright© 1991, 2003 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 11:45:15 CT on 03/10/2021 under Order No.5563494241 which expires on 10/03/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

(3B9ADA3E)


§ 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)

Kevin Hime

(Printed name and title)



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

Michael B Brown

(Printed name and title)

Init.



**Minutes of the Lawton Public Schools Board of
Education Regular Meeting
Held on Monday, September 11, 2023**

The Board of Education of Independent School District I-8, Comanche County, Oklahoma, met on Monday, September 11, 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:	Absent
Carla Clodfelter:	Present
Elizabeth Fabrega:	Absent
Patty Neuwirth:	Present
James Peay:	Absent
Zeldon Rice:	Present

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

There were no special guests.

5. Report of the Superintendent

a. Consideration and vote to elect or not to elect the following as new members of the board of directors of the Oklahoma Public School Investment Interlocal Cooperative (55K001):

Position No. 3: Lance Gibbs (CCOSA), Chief Financial Officer of Lawton Public Schools, to the remaining term ending December of 2024

Position No. 5: Jeff Landes (OASBO), Chief Financial Officer of Mustang Public Schools, to the remaining term ending December of 2024.

Motion Passed: Motion to elect Lance Gibbs and Jeff Landes to the board of directors of the Oklahoma Public School Investment Interlocal Cooperative passed with a motion by Patty Neuwirth and a second by Carla Clodfelter.

Carla Clodfelter: Yes

Patty Neuwirth: Yes

Zeldon Rice: Yes

b. Consideration and vote to approve the 2023-2024 School District Estimate of Needs and Financial Statement of the Fiscal Year 2022-2023.

Motion Passed: Motion to approve the 2023-2024 Estimate of Needs and Financial Statement of the Fiscal Year 2022-2023 passed with a motion by Patty Neuwirth and a second by Carla Clodfelter.

Carla Clodfelter: Yes

Patty Neuwirth: Yes

Zeldon Rice: Yes

c. Consideration and vote to approve the proposed Site Lease Agreement by and between Independent School District No. 8, Comanche County, and Comanche County Public Facilities Authority.

Motion Passed: Motion to approve the Site Lease Agreement. passed with a motion by Patty Neuwirth and a second by Carla Clodfelter.

Carla Clodfelter: Yes

Patty Neuwirth: Yes

Zeldon Rice: Yes

d. Dropout Report and College Remediation Report

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 Numbers 1076-1294

Building Fund (21) PO Numbers 40-48

Bond Fund (33) PO Numbers 55-98

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 August, 2023

2. Monthly Authorization to Invest

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:

SCORE GPTC/LPS MOU

Wide Area Network Leasing and Services Agreement (Extension)

Wide Area Network Leasing and Services Agreement (Upgrade)

American Reading Solutions MOU
Northpoint Claims Services

e. Approval of the Minutes of the August 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 Carla Clodfelter.

Carla Clodfelter: 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 no 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 Exhibits A and B passed with a motion by Patty Neuwirth and a second by Carla Clodfelter.

Carla Clodfelter: 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)

There was no New Business.

13. The next regular board meeting date is Thursday, September 28, 2023, at 5:15 p.m., in the Shoemaker Center Auditorium.

14. Setting New Board Meeting Dates

The November 13, 2023 board meeting will be rescheduled to November 16, 2023.

15. Board Announcements

The LPSF Breakfast is Friday, September 15 from 6:00 am - 9:00 am at The Golden Corral. Tickets are \$10 each.

16. Adjournment

The meeting adjourned at 5:20 p.m.

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

Witness my hand and seal of the school district this ____ day of _____, 2023.

School Seal:

Patty Neuwirth, Clerk of the Board

Schyla Brown, Minutes Clerk

Zeldon Rice, President

HUMAN RESOURCES

Personnel Report - Exhibit A

September 28, 2023

*Denotes Retirement; **Denotes never worked

The following RESIGNATIONS have been received:

CERTIFIED

NAME	ASSIGNMENT	END DATE
McDonald, Jaclyn	Teacher	9/1/2023
Moore, Lisa	Teacher	1/9/2024
Ritchey, Brittany	Teacher	9/29/2023

SUPPORT

NAME	ASSIGNMENT	END DATE
Anderson, Byron	Bus Driver	9/18/2023
Biggins, Johnny III	Cook	9/12/2023
Edgar, Erin	Custodian	9/25/2023
Fuller, Shelby	Cook	9/21/2023
Gittens, Danna	Bus Monitor	10/30/2023
Graber, Callie	Special Ed Teacher Assistant	9/22/2023
Gumbs, Charles	Custodian	9/1/2023
Keller, Errin	Personal Care Assistant	9/28/2023
Lopez, Ferdinand	Custodian	/
Munoz, Juanita	Cook	9/14/2023
Rapalo, Paulina	Secretary	9/15/2023

The following ADJUNCT have been assigned for the 2023-2024 school year:

NAME	ASSIGNMENT	START DATE
Wade, Timothy	Biology	8/1/2023

*No Longer possesses a teaching certificate

HUMAN RESOURCES

Personnel Report - Exhibit B September 28, 2023

The following EMPLOYMENTS are recommended for temporary contracts during the 2023-2024 school year:

CERTIFIED

NAME	ASSIGNMENT	START DATE
Baumann, Shelly	Speech Language Pathologist	9/13/2023
Devot, Courtney	Teacher	11/6/2023
Rodgers, Abigail	Teacher	9/25/2023

SUPPORT

NAME	ASSIGNMENT	START DATE
French, Shelly	Secretary	10/16/2023
Jurgess, Joanna	Asset Clerk	10/2/2023
England, Bennett	Custodian	9/11/2023
Bratton, Meredith	Personal Care Assistant	9/11/2023
Sanford-Parker, Vanessa	Bus Monitor	9/12/2023
Gittens, Danna	Bus Monitor	9/12/2023
Baker, Mike	Bus Monitor	9/12/2023
Galbreath, Jamoral	Bus Monitor	9/12/2023
Mitchell, Kurstan	Asset Clerk	9/11/2023
Hayes, Geraldine	Asset Clerk	9/18/2023
Biggins, Johnny III	Cook	9/11/2023
Vernoy, Amanda	Personal Care Assistant	9/14/2023
Robson, Dyana	Personal Care Assistant	9/18/2023
Welden, Meagan	Personal Care Assistant	10/2/2023
McGillivary, Taylor	Class Size Assistant	9/20/2023
Kitchel, Tyler	Police Officer	10/9/2023
Lewis, Georgette	Personal Care Assistant	10/2/2023
Cavins, Riley	Custodian	9/25/2023
Huffer, Mark	Maintenance Engineer	9/25/2023
Fletcher, Callie	Personal Care Assistant	9/25/2023
Slatten, Ashley	Personal Care Assistant	9/25/2023
Gowen-Finch, Emallie	Personal Care Assistant	9/28/2023
Whitfield	Pre-Kindergarten Assisatant	9/25/2023
Brickell, Chelsea	Discretionary Aid	9/18/2023

Hubbard, Alexander

Personal Care Assistant

9/11/2023

The following EXTRA DUTIES have been assigned for the 2023-2024 school year:

NAME	ASSIGNMENT	START DATE
Lincoln, Jay'Quan	Assistant Football Coach	8/1/2023



2024 BOARD OF EDUCATION MEETING DATES

Monday	January 8
Monday	January 22
Monday	February 12
Monday	February 26
Monday	March 11
Monday	April 15
Monday	May 13
Monday	June 10
Monday	June 24
Monday	July 8
Monday	July 22
Monday	August 12
Monday	August 26
Monday	September 9
Monday	September 23
Monday	October 28
Monday	November 11
Monday	December 9

UPDATED: 9-25-2023

(This schedule is subject to change.)

Board of Education meetings are held at 5:15 p.m. in the auditorium of Shoemaker Education Center, 753 NW Fort Sill Blvd, Lawton, OK.