

## **AGENDA FOR BOARD OF EDUCATION REGULAR MEETING**

Bartlesville Public Schools

Education Service Center - Board of Education Meeting Room, 1100 South Jennings Ave, Bartlesville, OK 74003

Monday, June 21, 2021 at 5:30 PM

### I. Call Meeting to Order

The Board can discuss, make motions, and vote on any matter appearing on the agenda. Such motions and votes may be to adopt, reject, table, reaffirm, rescind, or take no action on any agenda item.

### II. Flag Salute

### III. Spotlight

A. Recognize Arvest Bank for \$15,000 grant to support Bartlesville High School's Broadcasting Studio and Bruins on the Run

### IV. Public Comment

The Board of Education invites public comment at this point in the regular meeting ONLY for items on tonight's agenda. Please sign up on the form provided prior to the meeting. Please Keep Comments to Five Minutes. Board members and administrative staff will not respond to questions from the public at the Board meeting. The Board will not be able to vote on matters brought forward by the public during participation time if such matters are not specific agenda items (Board Policy BDC).

- Bartlesville Education Association Representative
- Bartlesville Education Classified Personnel Organization Representative

### V. Superintendent's Report

A. Project Lead The Way Distinguished District 2020-21

B. 2021 School Bond Issue

C. Pandemic Update

D. Financial Report

E. Upcoming Board of Education Meetings

- Regular Meeting - Wednesday, June 30, 2021; 12:00 p.m.
- Regular Meeting - Monday, July 19, 2021; 5:30 p.m.

## VI. Consent Agenda

All the following items which concern reports and items of a routine nature normally approved at Board meetings will be approved by one vote unless any Board member desires to have a separate vote on any or all items. The Consent Agenda consists of the discussion, consideration, and vote on items A through X.

- A. Approval of Minutes as set out on Attachment "A"
- May 17, 2021 (Regular Meeting)
  - B. Approval of Purchase Orders and Change Orders to date as set out on Attachment "B"
  - C. Acceptance of Financial Reports for May 2021 as set out on Attachment "C"
  - D. Approval of Personnel - Appointments, Resignations, Additional Compensation, Changes of Status, Special Salary Provisions, Retirements, Nonrenewals - as set out on Attachment "D"
  - E. Acceptance of Donations as set out on Attachment "E"
  - F. Acceptance of Treasurer's Report as set out on Attachments "F"
  - G. Acceptance of Activity Fund Report as set out on Attachment "G"
  - H. Declaration of Items as Surplus as set out on Attachment "H"
  - I. Approval of Sanctioning Applications as set out on Attachment "I"
  - J. Approval of revised Miscellaneous Pay Rates for 2021-2022 as set out on Attachment "J"
  - K. Approval of an amendment to the administrative service agreement with Pension Solutions as set out on Attachment "K"
  - L. Approval of a budget supplement (Form 307) for the Child Nutrition Fund in the amount of \$456,000.00 as set out on Attachment "L"
  - M. Approval of the Public Finance Law Group Agreement for legal services regarding bond issues for the 2021-2022 school year as set out on Attachment "M"
  - N. Approval of Municipal Finance Services agreement for bond issue advisor services for the 2021-2022 school year as set out on Attachment "N"

- O. Approval of K-9 Narcotics Renewal Agreement for 2021-2022 as set out on Attachment "O"
- P. Approval of Purchasing Agents for the 2021-2022 school year as set out on Attachment "P"
- Q. Approval of the BancFirst property insurance quote as set out on Attachment "Q"
- R. Approval of the Sodexo Facilities Management Renewal as set out on Attachment "R"
- S. Approval of the Cenergistic contract renewal for the 2021-22 school year as set out on Attachment "S"
- T. Approval of a renewed contract with Municipal Accounting Systems, Inc. as set out on Attachment "T"
- U. Authorize Stephanie Curtis and Valerie Bishop as Authorized Reps for Child Nutrition Programs 2021-2022
- V. Authorize Stephanie Curtis and Jason Langham as Authorized Reps for federal claims for reimbursement 2021-2022

VII. Public Comment

The Board of Education invites public comment at this point in the regular meeting for items NOT on tonight's agenda. Please sign up on the form provided prior to the meeting. Please Keep Comments to Five Minutes. Board members and administrative staff will not respond to questions from the public at the Board meeting. The Board will not be able to vote on matters brought forward by the public during participation time if such matters are not specific agenda items (Board Policy BDC).

VIII. New Business

Under this item, the Board can consider and vote on any business that could not have been foreseen or known about at the time the agenda was posted.

- IX. Proposed executive session for discussing the employment evaluation and contract of Charles McCauley, superintendent, the disclosure of which information would violate confidentiality requirements of state and/or federal law, as authorized by Okla. Stat. tit. 25, §307 (B) (1) & (7).
  - A. Vote to convene in executive session
  - B. Vote to acknowledge return to open session

C. Statement of minutes from executive session

- X. Consideration and vote to approve an addendum to the Superintendent's contract for Charles R. McCauley
- XI. Adjournment

If you need an interpreter or special accommodations for this meeting, please contact Ms. Laci Harris at (918) 336-8600 x 3522 to make such arrangements.

POSTED at 5:30 p.m., June 18, 2021, by Laci L. Harris, Minutes Clerk of the Board.



Laci L. Harris  
Executive Assistant to the Superintendent  
Community Relations Coordinator  
Bartlesville Public Schools  
(918) 336-8600 ext. 3522  
[HarrisLL@bps-ok.org](mailto:HarrisLL@bps-ok.org)

**FOR IMMEDIATE RELEASE**

### **Bartlesville Public Schools**

The Bartlesville Public School District (Independent School District #30) serves over 6,000 students in Pre-Kindergarten through 12<sup>th</sup> Grade in Bartlesville, Oklahoma. The district has six elementary schools serving PreK-5<sup>th</sup> grade, two middle schools for grades 6-8, and one high school for grades 9-12. [www.bps-ok.org](http://www.bps-ok.org)

## **Bartlesville Public School District named PLTW Distinguished District**

**Bartlesville, OK.** (June 22, 2021) – The Bartlesville Public School District has again been recognized as a Project Lead The Way (PLTW) Distinguished District for its outstanding STEM program at every district school. All six of the district’s elementary schools, both of its middle schools, and its high school each earned Distinguished School status for 2020-21. Bartlesville is one of just 17 districts across the U.S. to receive this honor and the only district with that status in Oklahoma.

PLTW is a nonprofit organization that provides STEM curricula to millions of PreK-12 students and teachers in schools across the nation. Bartlesville Public Schools offers PLTW Launch (K-5), PLTW Gateway (6-8), and PLTW Computer Science and Engineering courses at Bartlesville High School, with additional Engineering offerings available for students at Tri-County Tech.

This is the second year the district’s six elementary schools could qualify as Distinguished Schools, which required that at least two STEM modules be offered at each grade level with 75% or higher participation in the prior year. Only 20 other elementary schools in the state have received Distinguished School recognition for 2020-21.

This was the fourth consecutive year that both Central and Madison middle schools were named Distinguished Schools. That recognition requires that Gateway to Technology units be offered at each grade level, that at least 50% of the student body participates, and at least 25% of the students advancing to high school participate in two or more units while in middle school. There are no other middle schools in the state which received that recognition for 2020-21.

This is the third consecutive year that Bartlesville High School’s Computer Science program earned Distinguished School status, and the Engineering program at Bartlesville High School and Tri-County Tech also again received that recognition this year. So two of the 10 high school programs in the state receiving Distinguished School recognition are in Bartlesville. They had to provide at least three high school courses in the pathway, have at least 25% of students participate or have 33% of participating students take two or more PLTW courses, and have 95% of PLTW students complete End-of-Course assessments.

Through PLTW programs, students develop in-demand knowledge and skills that they will use both in school and for the rest of their lives, on any career path they take. As PLTW students progress through grades PreK-12, they are empowered to engage in problem-solving and process thinking, develop technical knowledge and skills, build communication skills, and explore career opportunities. Bartlesville now offers complete computer science and engineering pathways from kindergarten through 12th grade.

“It is a great honor to recognize Bartlesville Public Schools for their commitment to providing students with an excellent educational experience,” said Dr. Vince Bertram, President and CEO of PLTW. “They should be very proud of their work to ensure students have the knowledge and skills to be career-ready and successful on any career path they choose.”

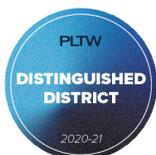
Bartlesville Public Schools is part of a community of public schools, colleges and universities, and corporate and philanthropic partners across the country united around a passion for providing students with inspiring, engaging, and empowering learning opportunities. For more information about PLTW’s recognition program, visit [pltw.org/our-programs/program-recognition](http://pltw.org/our-programs/program-recognition).

For more information on the Bartlesville Public Schools’ PLTW programs, contact Dr. Stephanie Curtis, Executive Director of Personnel & School Support, at (918) 336-8600.

###

[Press Release](#)

[Distinguished District Badge](#)



**VOTE ON THE SCHOOL BOND**  
**PROPOSALS AUGUST 10**  
*No Increase in Tax Rate*



**Established Excellence**

PREVIOUS BOND ISSUES

Enhanced entries with larger lobbies and offices for Ranch Heights & Wayside elementary schools



Support for K-12 STEM and lab science programs; only district in Oklahoma with every school earning PLTW STEM Distinguished status



2019 bond issue provided a classroom & shop building for a new agriculture program, which is already award-winning with 149 requests for 2021-22



Chromebook initiative that proved to be invaluable to both virtual and in-person learning, especially during the pandemic



Fleet updated with efficient and reliable passenger buses, activity buses, and people movers



**Advancing Excellence**

AUGUST 10, 2021 BOND ISSUE

Build larger, more functional lobbies and offices for Kane & Wilson elementaries, plus maintenance and efficiency updates at ALL schools



Refresh PreK-12 STEM devices and equipment & support laboratory science to keep our top-notch, award-winning programs up to date



Build an agriculture center southeast of the BHS campus to support animal and plant courses and projects



Maintain through 2025-26 our 1:1 Chromebooks & services across all grades plus cellular hotspots for students lacking internet service



Replace aged band trucks & smaller passenger vehicles with more reliable and efficient models which would be less expensive to maintain



FOR COMPLETE DETAILS ON THE SCHOOL BOND PROPOSALS, VISIT

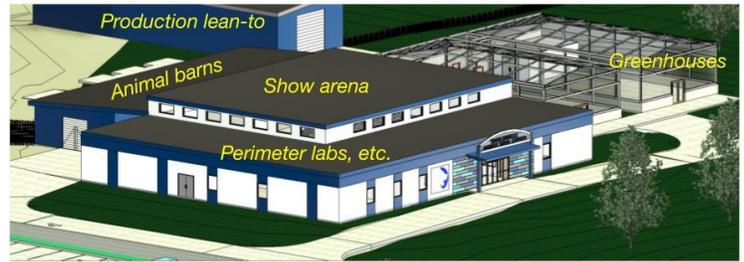
**www.bruinbond.com**



### What's this about an agriculture center?

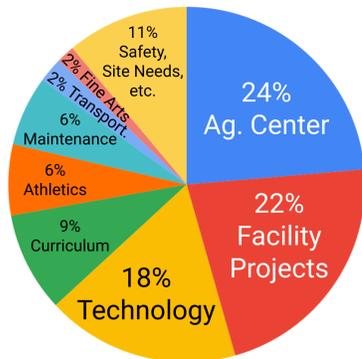
Agricultural education isn't just for future farmers and ranchers but also builds communication, research, and career skills for future teachers, doctors, scientists, lawyers, and others as part of the comprehensive educational offerings of a large and successful district.

The growing agriculture program needs a facility to support animal and plant courses and projects. It would have a small show arena, labs, two small barns, greenhouses, and a lean-to. Located south of the high school student parking lot & ball fields and over 750 feet from the nearest residence, it would be built up above the 100-year flood level by relocating dirt from the area to avoid making floods any worse. An expanded parking lot would serve both the agriculture center and the area's Pathfinder Parkway trail system entrance. There should be no problems with odors as the facility's limited animal pens will be tended daily by FFA students and staff.



### What are voters being asked to approve?

On August 10, your ballot will have a main bond issue proposal for \$27,890,000 plus a \$650,000 proposal for transportation, for a total of \$28,540,000. There would be **NO TAX INCREASE**.



### How can this be done without raising taxes?

Passage of the proposals would NOT increase the sinking fund millage of about 30 mills, which is average within our peer group, because new bonds would be replacing old bonds as they are paid off.

### What are the major facility projects?

- Expand lobby & offices for Kane elementary:



- Expand lobby & offices for Wilson elementary:



- Refinish or replace elementary school gym floors.
- Install more efficient LED lighting in all schools.
- Update stage rigging at middle and high schools.
- Upgrade to electronic exterior signs at all schools.
- Build baseball and softball indoor practice facilities, freeing up overscheduled Bruin Activity Center at BHS.
- Replace visitor seating at Custer Stadium & fully rebuild the Doornbos track surface to fix low spots, cracks, etc.

### Didn't schools get a lot of federal funding?

The federal government has provided funding to the district that is being used to offset learning losses related to the pandemic, support safer operations and facilities, and cover payroll expenses, with the latter ineligible for bond funding. Federally funded HVAC, restroom, door, and window projects allowed the maintenance portion of the proposed bond issue to be reduced significantly.

### Would all students and schools benefit?

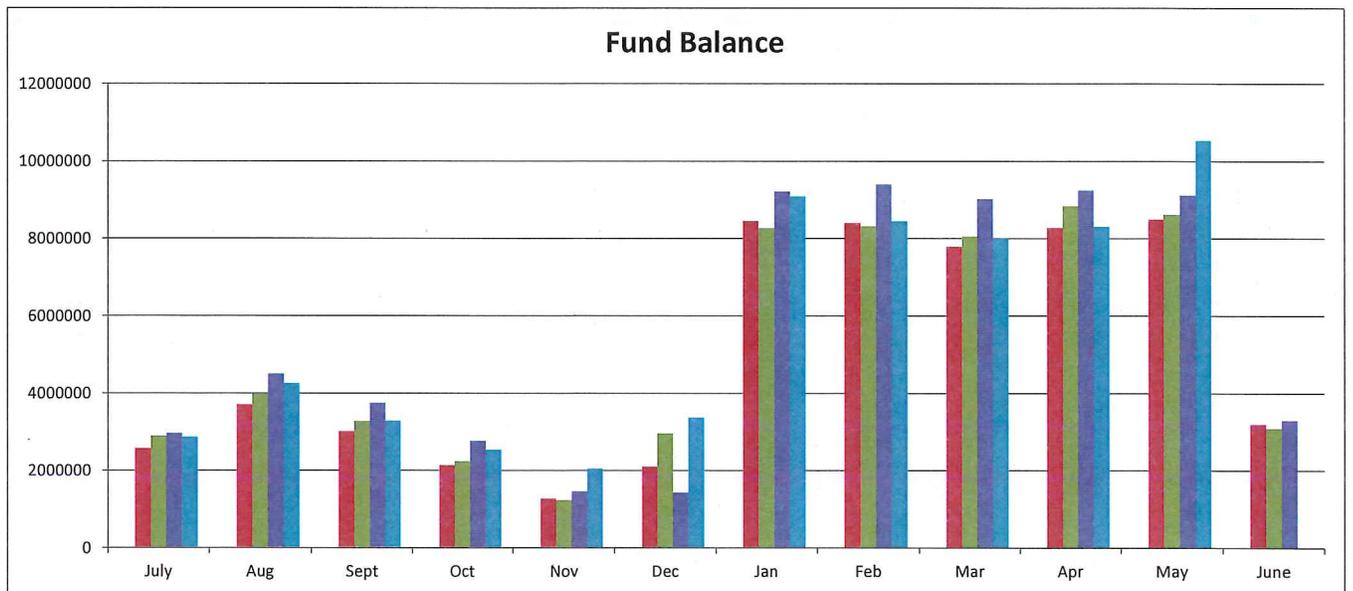
**Yes!** Every student would benefit from the textbook, STEM, and library funding, along with technology equipment and services funded by the bond issue. Every school would be updated with more efficient and reliable LED lighting in classrooms and corridors, have site maintenance needs addressed, and all other schools would be equipped with synchronized digital clocks and electronic signage currently only found at the high school.

FOR COMPLETE DETAILS ON THE SCHOOL BOND PROPOSALS, VISIT

[www.bruinbond.com](http://www.bruinbond.com)

**Bartlesville Public Schools**  
**General Fund Cash Flow/Fund Balance Analysis**  
**Fiscal Years 2018-2021**

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
FY 18	2,570,540	3,706,115	3,014,720	2,132,477	1,268,916	2,101,192	8,450,085	8,406,116	7,796,416	8,278,289	8,504,375	3,204,230
FY 19	2,890,607	3,976,395	3,277,405	2,234,762	1,231,621	2,965,714	8,275,893	8,317,878	8,061,282	8,848,145	8,627,565	3,093,101
FY 20	2,958,917	4,501,529	3,739,634	2,767,640	1,461,034	1,436,214	9,216,612	9,408,239	9,028,227	9,249,665	9,125,141	3,297,997
FY 21	2,866,022	4,253,890	3,280,533	2,531,505	2,047,304	3,375,303	9,092,868	8,455,975	8,009,283	8,310,849	10,538,119	
FY21-FY20	(92,895)	(247,639)	(459,101)	(236,135)	586,270	1,939,089	(123,744)	(952,264)	(1,018,944)	(938,816)	1,412,978	



**Bartlesville Public Schools**  
**General Fund Cash Flow/Fund Balance Analysis**

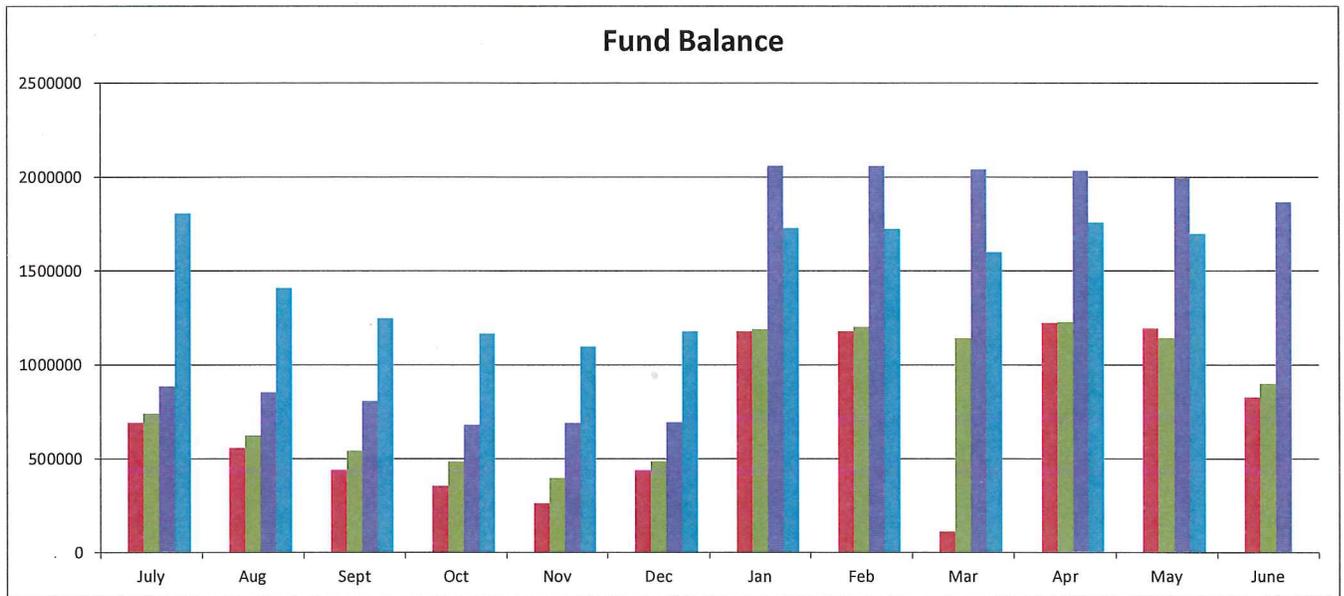
	May	2020-21 Year to Date Total	Prior Year Year to Date Total
Beginning balance	\$ 8,310,849	\$ 3,297,997	\$ 3,093,101
 <u>Revenue:</u>			
Local	206,292	11,396,326	11,227,508
County	37,595	1,447,702	1,276,660
State	2,420,185	22,359,197	25,123,199
Federal	3,191,652	6,818,479	2,952,186
Other sources	775	32,412	55,361
	<u>5,856,499</u>	<u>42,054,116</u>	<u>40,634,914</u>
 Total cash available	 14,167,348	 45,352,113	 43,728,015
 <u>Requirements:</u>			
Salaries	2,291,494	21,338,386	21,703,236
Benefits	790,266	7,476,125	7,518,549
Professional services	65,828	398,292	341,217
Property services	276,278	2,395,732	2,156,537
Other purchased services	24,002	628,563	741,964
Supplies & materials	162,071	2,135,656	1,653,877
Property		385,573	454,139
Other uses	19,290	55,667	33,355
	<u>3,629,229</u>	<u>34,813,994</u>	<u>34,602,874</u>
 Ending balance	 <u>10,538,119</u>	 <u>10,538,119</u>	 <u>9,125,141</u>

Bartlesville Public Schools  
General Fund Revenue Detail

	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	2020-21 Total
1110 Ad valorem tax - current	19,847.86					1,874,658.38	6,699,509.59	527,379.46	106,638.36	1,149,469.82	141,981.61		10,519,485.08
1121-1122 Ad valorem tax - prior	2,786.98	33,821.97	76,398.13	24,482.44	5,765.19	16,508.38	8,031.79	10,122.27	4,391.28	7,579.47	20,785.73		210,673.63
1130 In lieu of tax	0.06					911.72			212.73				1,124.51
1190 Other taxes							839.50	311.25	168.75	1,237.00	665.01		5,464.89
1213-1214 Testing fees	7,417.17	5,900.42	5,372.67	5,432.80	4,925.31	11,573.50	8,347.78	5,711.46	6,293.57	5,478.41	11,573.50		23,147.00
1230-1290 Tuition	189.19	147.92	150.82	141.28	108.55	289.74	8,347.78	464.73	320.68	217.73	2,819.30		62,735.98
1310 Interest on investments	50.00	43,871.50									242.50		2,273.14
1352 Interest on unapport. Tax													50.00
1410 Rent													43,871.50
1440 Sale of equipment						14,937.69					791.84		15,729.53
1510 Insurance loss recoveries													
1530 Damage recovery													
1580 Activity trip reimb	955.90			3,150.00		3,199.73	5,250.00	3,150.00			3,227.94		18,933.57
1590 Miscellaneous reimb	135.36		405.00	5,756.44	24,992.72	630.00	405.00	1,130.25	90.00	90.00	250.00		33,884.77
1610 Donations	8,000.00	20,500.00	27,933.88	7,374.49	34,800.00	4,500.00	6,000.00	65,600.00	107,384.00	143,206.60	23,750.00		449,048.97
1680 Refunds	364.96	1,475.13	3,148.46	39.98							184.28		5,212.81
1690 Miscellaneous	1,989.00	340.00	55.00	45.00	45.00		15.00	425.00	1,025.00	504.00	20.00		4,463.00
2100 County-wide 4-mill	4,397.21	3,899.33	9,073.13	3,127.12	1,367.85	199,321.38	694,219.19	72,368.23	16,737.88	135,229.70	22,783.46		1,162,524.48
2200 Mortgage tax	14,487.15	16,742.59	12,699.00	22,150.76	22,731.52	20,240.88	11,558.11	21,814.43	13,896.91	17,750.09	14,812.16		188,883.60
2300 Resale Property				96,293.35									96,293.35
3110 Gross production tax	813.98	610.88	1,774.66	2,182.07	1,762.32	1,586.89	2,087.34	1,872.46	1,488.22	3,143.80	2,275.67		19,598.29
3120 Motor vehicle tax	226,386.84	201,732.82	185,627.99	188,165.67	185,636.46	153,358.34	194,743.25	188,386.61	147,561.32	234,017.82	226,840.90		2,134,458.02
3130 Rural electric tax	3,400.39	5,078.14	5,142.59	4,460.02	3,603.31	3,343.12	3,497.14	4,491.33	4,508.40	4,654.33	3,086.60		45,265.37
3140 State school land earnings	139,705.93	38,850.04	52,282.77	69,112.29	50,709.08	52,156.43	100,624.97	62,923.68	70,550.08	70,786.85	43,625.86		751,327.98
3150 Vehicle tax stamps	1,028.10	1,272.56	657.36	1,420.16	1,649.61	1,720.31	1,448.53	1,148.53	744.19	1,371.78	1,968.37		12,980.97
3160 Farm implement tax stamps	62.51			125.03	512.60	686.20		1,392.05		17.87	368.12		3,164.38
3210 Foundation aid	1,428,680.96	1,428,680.96	1,785,867.64	1,607,274.30	1,607,274.30	1,607,274.30	1,025,200.22	1,510,261.95	1,510,656.46	1,579,028.65	1,695,499.09		15,357,017.87
3250 FBA	335,693.25	335,693.25	335,693.24	335,693.25	335,693.25	307,320.72	330,018.75	330,018.74	324,328.62	329,307.48	365,552.09		3,329,319.38
3310 Alternative education						63,864.80	60,000.00	31,932.39		5,000.00	31,932.40		127,729.59
3412 NBCT Stipend													65,000.00
3415 Reading Sufficiency						79,462.50							79,462.50
3420 State textbooks	275,970.87												275,970.87
3430 Education matching	4,347.37				4,347.37				4,347.37		4,347.38		17,389.49
3440 Drivers education			4,327.50										4,327.50
3690 Other state										8,200.00	14,739.36		22,939.36
3811 Vocational programs			1,830.00			10,830.00			1,830.00		10,830.00		25,320.00
3812 Vocational programs		19,110.00	19,110.00			19,110.00			19,110.00		19,119.00		76,449.00
3892 Lottery Fund													11,476.00
4140 Title VI	50,847.56								116,185.74				167,033.30
4162 Flood Control				126.15									126.15
4210 Title I - Part A	329,428.55			101,940.33	107,932.15	119,382.94	110,062.31		198,621.52	108,522.09	106,091.11		1,181,981.00
4271 Title II	5,531.00			82,705.12	1,219.96	20,902.52	9,682.13		12,007.50				132,048.23
4281 Title III	5,831.21			10,635.48	12.91				44.19		22.81		16,546.60
4310 IDEA B - Special Education	268,224.54			126,592.33	117,789.03	97,350.63	99,688.70		199,298.06	100,615.70	100,717.93		1,110,276.92
4340 Preschool	2.83			4,959.23	4,959.23	4,959.23	4,959.23		1,570.15				21,409.90
4442 Title IV reimb				30,800.16	29,964.52	10,932.93	20,566.41		2,873.86		155.00		95,292.88
4470 Title VI - Indian Education	11,763.38			5,508.58					12,882.18	42,179.83	26,023.21		98,357.18
4550 Johnson-O'Malley	14,904.72					3,632.30	4,871.63	5,157.43	10,331.93	4,742.85	5,620.09		30,439.81
4611 Title II - Adult Education	4,854.80	16,440.65		266,029.12	303,356.18	71,664.86	74,018.97		183,070.02	58,111.74	2,953,021.47		55,651.68
4689 Other federal					404.40				27,923.57		763.11		3,909,272.36
5150-5160 Activity trip reimb		21.00	2,963.87				30.00			41.72	12.00		32,054.95
5600 Correcting entries	1,071,468.36	2,502,871.31	2,531,180.71	3,006,892.20	2,851,574.81	4,795,384.64	9,474,227.01	2,845,062.25	3,107,450.65	4,010,505.33	5,856,498.90		42,054,116.17

**Bartlesville Public Schools**  
**Building Fund Cash Flow/Fund Balance Analysis**  
**Fiscal Years 2018-2021**

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
FY 18	690,969	557,279	441,261	355,618	262,410	438,909	1,178,466	1,179,411	111,672	1,222,821	1,194,523	825,836
FY 19	740,048	624,113	541,648	485,451	397,618	486,040	1,190,675	1,201,836	1,141,753	1,227,520	1,143,492	899,450
FY 20	885,140	853,862	808,023	680,579	691,925	694,312	2,060,540	2,058,167	2,040,158	2,033,537	1,994,515	1,865,430
FY 21	1,807,129	1,408,354	1,248,623	1,167,400	1,098,130	1,178,096	1,729,731	1,724,323	1,599,899	1,757,509	1,698,321	
FY21-FY20	921,989	554,492	440,600	486,821	406,205	483,784	(330,809)	(333,844)	(440,259)	(276,028)	(296,194)	



**Bartlesville Public Schools**  
**Building Fund Cash Flow/Fund Balance Analysis**

	May	2020-21 Year to Date Total	Prior Year Year to Date Total
Beginning balance	\$ 1,757,509	\$ 1,865,431	\$ 899,450
 <u>Revenue:</u>			
Local	6,390	1,518,006	2,051,716
County		-	
State		201	421
Federal		1,356	
Other sources		-	1,364
	<u>6,390</u>	<u>1,519,563</u>	<u>2,053,501</u>
Total cash available	1,763,899	3,384,994	2,952,951
 <u>Requirements:</u>			
Salaries			
Benefits			
Professional services		70,932	42,510
Property services	27,216	547,659	738,683
Other purchased services		-	16,822
Supplies & materials	8,285	96,157	153,807
Property	30,077	971,925	
Other uses		-	6,614
	<u>65,578</u>	<u>1,686,673</u>	<u>958,436</u>
Ending balance	<u><u>1,698,321</u></u>	<u><u>1,698,321</u></u>	<u><u>1,994,515</u></u>

## **MINUTES OF THE BOARD OF EDUCATION REGULAR MEETING - May 17, 2021**

The Board of Education of Independent School District No. 30 of Washington County, Bartlesville, Oklahoma met at the Bartlesville High School - Fine Arts Center Auditorium  
1700 Hillcrest Drive, Bartlesville, Oklahoma 74003 on Monday, May 17, 2021 at 5:54 PM.

**Absent:** Randy Herren, Andrea Nightingale, **Present:** Scott Bilger, Rick Boswell, Suzy Keirse, Kinder Shamhart, Kevin Sitton. Present: 5, Absent: 2. **Present:** Randy Herren. Present: 6, Absent: 1.

### **I. Call Meeting to Order**

### **II. Flag Salute**

### **III. Spotlight**

#### **III.A. Bartlesville Education Promise**

Superintendent Chuck McCauley introduced Martin Barber and Ginger Griffin, co-founders of the BEP. Martin Garber reviewed the programs and accomplishments the organization has accomplished in seven years. Funded programs include tutoring, leadership programs, library book purchases, and take home books donations.

### **IV. Public Comment**

Bartlesville Education Association Representative Heather Davis spoke about the end of the year upcoming negotiations and explained her appreciation for the working relationship between the BEA and administration.

### **V. Superintendent's Report**

#### **V.A. 2020-2021 School Year Update**

Granger Meador, Executive Director of Technology and Communications, reviewed the current data and procedures related to COVID-19.

Randy Herren arrived at 5:57 p.m.

Dianne Martinez, Executive Director of Elementary Schools, and Jason Langham, Executive Director of Secondary Schools, updated the board regarding enrollment.

Bartlesville High School Principal LaDonna Chancellor outlined the plans for commencement.

#### **V.B. Financial Report**

Chief Financial Officer David Boggs reviewed the financial report.

#### **V.C. Upcoming Board of Education Meetings**

- Regular Meeting - Monday, June 21, 2021; 5:30 p.m.
- Regular Meeting - Wednesday, June 30, 2021; 12:00 p.m.

### **VI. Consent Agenda**

#### **VI.A. Approval of Minutes as set out on Attachment "A"**

- April 19, 2021 (Regular Meeting)

#### **VI.B. Approval of Purchase Orders and Change Orders to date as set out on Attachment "B"**

#### **VI.C. Acceptance of Financial Reports for April 2021 as set out on Attachment "C"**

#### **VI.D. Approval of Personnel - Appointments, Resignations, Changes of Status - as set out on Attachment "D"**

#### **VI.E. Acceptance of Donations as set out on Attachment "E"**

#### **VI.F. Acceptance of Treasurer's Report as set out on Attachments "F"**

#### **VI.G. Acceptance of Activity Fund Report as set out on Attachment "G"**

**VI.H. Declaration of Items as Surplus as set out on Attachment "H"**

**VI.I. Approval of Lease Purchase Items as set out on Attachment "I"**

**VI.J. Approval of Sodexo Child Nutrition Renewal Amendment for 2021-2022 as set out on Attachment "J"**

**VI.K. Approval of OSSBA Unemployment Services Program renewal for 2021-2022 as set out on Attachment "K"**

**VI.L. Approval of OSSBA Policy Subscription Service renewal for 2021-2022 as set out on Attachment "L"**

**VI.M. Approval of renewed contract with Pension Solutions, Inc. as the District's third-party record keeper for the District's 403(b) and 457(b) plans as set out on Attachments "M"**

**Order #1.2021 – Motion Passed:** to approve Consent Agenda A through M. This motion, made by Kinder Shamhart and seconded by Rick Boswell, Passed. Suzy Keirsey: Yea, Kinder Shamhart: Yea, Kevin Sitton: Yea, Randy Herren: Yea, Rick Boswell: Yea, Scott Bilger: Yea. Yea: 6, Nay: 0

## **VII. Action Topics**

**VII.A. Discussion and possible board action on the 2021-2022 Application for Temporary Appropriations as set out on Attachment "A"**

**Order #2.2021 – Motion Passed:** to approve Action Topic A. This motion, made by Rick Boswell and seconded by Kevin Sitton, Passed. Suzy Keirsey: Yea, Kinder Shamhart: Yea, Kevin Sitton: Yea, Randy Herren: Yea, Rick Boswell: Yea, Scott Bilger: Yea. Yea: 6, Nay: 0

**VII.B. Receive bids for the purchase of \$13,380,000 combined purpose general obligation bonds, series 2021A of the district and vote to award said bonds to the lowest bidder complying with the notice of sale and instructions to bidders or to reject all bids**

**Jon Wolf explained the bond sales.**

**Order #3.2021 – Motion Passed:** to receive bids and award the sale to Robert W. Baird for \$13,380,000. This motion, made by Rick Boswell and seconded by Kevin Sitton, Passed. Suzy Keirsey: Yea, Kinder Shamhart: Yea, Kevin Sitton: Yea, Randy Herren: Yea, Rick Boswell: Yea, Scott Bilger: Yea. Yea: 6, Nay: 0

**VII.C. Recommendation, consideration and vote to approve a resolution providing for the issuance of combined purpose general obligation bonds, series 2021A in the sum of \$13,380,000 by independent school district number 30 of Washington County, Oklahoma, authorized at elections duly called and held for such purpose; prescribing form of bonds; providing for registration thereof; providing for levy of an annual tax for the payment of principal and interest on the same and fixing other details of the issue; approving the forms of a continuing disclosure agreement and an official statement; and authorizing executions and actions necessary for the issuance and delivery of the bonds**

**Order #4.2021 – Motion Passed:** to approve Action Topic C. This motion, made by Rick Boswell and seconded by Kevin Sitton, Passed. Suzy Keirsey: Yea, Kinder Shamhart: Yea, Kevin Sitton: Yea, Randy Herren: Yea, Rick Boswell: Yea, Scott Bilger: Yea. Yea: 6, Nay: 0

**VII.D. Receive bids for the purchase of \$1,100,000 general obligation building bonds, series 2021B of the district and vote to award said bonds to the lowest bidder complying with the notice of sale and instructions to bidders or to reject all bids**

**Order #5.2021 – Motion Passed:** to receive bids and award the sale of bonds to Robert W. Baird for \$1,100,000. This motion, made by Rick Boswell and seconded by Kevin Sitton, Passed. Suzy Keirsey: Yea, Kinder Shamhart: Yea, Kevin Sitton: Yea, Randy Herren: Yea, Rick Boswell: Yea, Scott Bilger: Yea. Yea: 6, Nay: 0

**VII.E. Recommendation, consideration and vote to approve a resolution providing for the issuance of general obligation building bonds, series 2021B in the sum of \$1,100,000 by independent school district number 30 of Washington County, Oklahoma, authorized at an election duly called and held for such purpose; prescribing form of bonds; providing for registration thereof; providing for levy of an annual tax for the payment of principal and interest on the same and fixing other details of the issue; approving the**

**forms of a continuing disclosure agreement and an official statement; and authorizing executions and actions necessary for the issuance and delivery of the bonds**

**Order #6.2021 – Motion Passed:** to approve Action Topic E. This motion, made by Rick Boswell and seconded by Kevin Sitton, Passed. Suzy Keirse: Yea, Kinder Shamhart: Yea, Kevin Sitton: Yea, Randy Herren: Yea, Rick Boswell: Yea, Scott Bilger: Yea. Yea: 6, Nay: 0

**VII.F. Recommendation, consideration and vote to approve a resolution authorizing the school district’s financial advisor to solicit financing proposals; approving a lease purchase agreement pertaining to the acquisition and financing of certain improvements to and equipment and curriculum materials at various facilities within the school district; approving an escrow and paying agent agreement; approving a tax regulatory agreement; approving other documents and certificates related thereto; and containing other provisions related thereto**

**Order #7.2021 – Motion Passed:** to approve Action Topic F. This motion, made by Rick Boswell and seconded by Randy Herren, Passed. Suzy Keirse: Yea, Kinder Shamhart: Yea, Kevin Sitton: Yea, Randy Herren: Yea, Rick Boswell: Yea, Scott Bilger: Yea. Yea: 6, Nay: 0

**VII.G. Discussion and possible board action on a resolution authorizing the calling and holding of an election in independent school district number 30 of Washington County, Oklahoma, for the purpose of submitting to the registered qualified electors thereof the question of the issuance of the bonds of said school district, to be issued in one or more series, in the sum of (i) twenty seven million eight hundred ninety thousand dollars (\$27,890,000) to provide funds for the purpose of constructing, equipping, repairing and remodeling school buildings, acquiring school furniture, fixtures and equipment and acquiring and improving school sites; or in the alternative to acquire a portion of such property pursuant to a lease purchase arrangement; and (ii) six hundred fifty thousand dollars (\$650,000) to provide funds for the purpose of acquiring transportation equipment; or in the alternative to acquire a portion of such property pursuant to a lease purchase arrangement; and levying and collecting an annual tax in such district, in addition to all other taxes, upon all the taxable property in said district for the payment of the interest and principal of said bonds; and containing other provisions related thereto**

Superintendent McCauley stated the public can find current and upcoming information regarding the bond campaign as well as past issues at BruinBond.com.

**Order #8.2021 – Motion Passed:** to approve Action Topic G. This motion, made by Scott Bilger and seconded by Rick Boswell, Passed. Suzy Keirse: Yea, Kinder Shamhart: Yea, Kevin Sitton: Yea, Randy Herren: Yea, Rick Boswell: Yea, Scott Bilger: Yea. Yea: 6, Nay: 0

**VIII. Public Comment**

There were no public comments.

**IX. New Business**

There was no new business.

**X. Adjournment**

There being no further business, the meeting adjourned at 6:44 p.m.

REGULAR MEETING            )  
STATE OF OKLAHOMA        )        SS  
COUNTY OF WASHINGTON    )

I, the undersigned Minutes Clerk of the Board of Education of Independent School District No. 30 of Washington County, Oklahoma, certify that notice of the time, date, and place of this regular meeting was given to the County Clerk of Washington prior to December 15, 2020, and was mailed or delivered to all of those who have made written requests and paid the request fee for notice of regular meetings.

I also certify that at least 24 hours prior to this regular meeting, excluding Saturdays, Sundays, and holidays, notice of the date, time, and place, and agenda of this meeting was posted in prominent public view at the location of this meeting.

**2020-2021 Fiscal Year**  
**Encumbrance Orders for Approval**  
**June 21, 2021**

The following list of Encumbrance Orders (Purchase Orders), totaling \$320,002.09 is submitted for consideration by the Bartlesville Board of Education for the date of May 14, 2021 through June 15, 2021, from the 2020-2021 Fiscal Year funds.

I, David Boggs, hereby certify the amount of each encumbrance order has been entered against the designated appropriation accounts and all these encumbrance orders are within the authorized available balance of said appropriations for the 2020-2021 Fiscal

  
 \_\_\_\_\_  
 David Boggs

RECOMMENDATION: That the Board of Education adopts a motion to approve Purchase Orders (as listed in the attached reports) in the amount of \$320,002.09.

Submitted to the Board of Education  
 June 21, 2021

**2020-2021 Fiscal Year**

	FUND	P.O. #'s	AMOUNT
11	General	1135 -1153	\$ 21,317.07
12	Cooperative Fund		
21	Building		
22	Child Nutrition Fund	58 - 61	\$ 290,446.30
34	Building Bonds Series 2007A		
35	Building Bonds		
36	Building Bonds		
37	Combined Purpose Series 2013A		
38	Building Bond Series 2013B		
81	Gifts Fund	8 - 17	\$ 8,238.72
	<b>TOTAL</b>		<b>\$ 320,002.09</b>

**GRAND TOTAL:** **\$ 320,002.09**

# Bartlesville Public Schools

## Encumbrance Register

Year 2020-2021 Fund 11

### 11-General Fund (For Operation)

PO No	Date	Vendor	Description	Amount
1135	05/19/2021	UNIVERSITY OF OKLAHOMA	REGISTRATION-054/SS/ESC REGISTRATION FOR SRA HEUERTZ TO ATTEND VIRTUAL PD - CREATING STELLAR POSTSECONDARY GOALS JUNE 8, 2021	30.00
1136	05/19/2021	CCOSA, INC	VOID - NOT ATTENDING	0.00
1137	05/26/2021	PATHS TO INDEPENDENCE INC	TUITION-TO-PRIVATE-SCHL-041/SS/ESC TUITION FOR SPECIAL EDUCATION STUDENT ATTENDING PATHS TO INDEPENDENCE FOURTH QUARTER 20-21 A. NORRIS-REEVES FOR JUNE 2021	5,687.50
1138	05/26/2021	SARAH C STOGNER	TRAVEL-030/CURR/ESC IN-DISTRICT TRAVEL EXPENSES TO THE SITES COMPLETE THE TRAVEL FOR APRIL & MAY	121.37
1139	05/27/2021	ROBERTS DOCUMENT SOLUTIONS	PRINTING & BINDING-561/OEJOM/MMS MISC. PRINTING OF PROGRAM BOOKS AND NUMBERS	300.00
1140	05/27/2021	FAWN WILSON	INSTRUCT-SRVCS-561/OEJOM/MMS PRESENTER FOR OPERATION EAGLE PROGRAM DESIGN	250.00
1141	05/27/2021	MATTHEW S KEAH-TIGH	INSTRUCT-SRVCS-561/OEJOM/MMS PRESENTER FOR OPERATION EAGLE - CULTURAL FOOD	300.00
1142	05/27/2021	WATTS DISTRIBUTING	KITCHEN-SPLYS-APPLI-XTRACURR-SPLYS-561/OEJOM/MMS MISC. PAPER GOODS & OTHER KITCHEN PRODUCTS, ELECTRIC FRYER & APRONS, ETC.	2,100.00
1143	06/01/2021	ACCURATE AUTOMOTIVE LLC	AUTO-BUS-SPLY-OTHER EQUIP-SRVCS-011/TRANSP REPAIRS, SUPPLIES & LABOR	80.00
1144	06/01/2021	OU E SUITES LLC	TRAVEL-412/AG/BHS HOTEL EXPENSES FOR CAMERON DALE & JAMES MARTY JONES FOR PROFESSIONAL DEVELOPMENT JUNE 24TH, 2021  (2) ROOMS FOR ONE NIGHT INCLUDING PARKING	400.00
1145	06/08/2021	SCHOLASTIC, INC.	BOOKS-010/CURR/ESC READING BOOKS FOR STUDENTS ATTENDING SUMMER SCHOOL PER QUOTE	4,500.00
1146	06/09/2021	ETTINGERS OFFICE SUPPLY	COPY-GNEL TECH-SPLYS-563/OEJOM/MMS BLANKET PO MISC. COPY, GENERAL AND TECHNOLOGY RELATED SUPPLIES ETC. FOR JOHNSON O'MALLEY	1,650.00
1147	06/09/2021	POSTMASTER	COMM-SRVCS-563/OEJOM/MMS (10) ROLLS OF 55 CENT FOREVER STAMPS, 100 STAMPS PER ROLL	550.00
1148	06/10/2021	OPERATION EAGLE INDIAN	BOOKS-TRAVEL-561/OEJOM/MMS BLANKET PO FOR REIMBURSEMENT FOR OE MISC. BOOKS, ETC. ROOMS FOR OE POWWOW HEAD STAFF ROOMS FOR OE STUDENTS & FAMILY FOR PERORIA POWWOW	1,300.00
1149	06/10/2021	LESLIE J DONNELL	TRAVEL-561/OEJOM/MMS OUT-OF-DISTRICT TRAVEL TO MIAMI, OK	100.00
1150	06/10/2021	LILLY C TYNER	TRAVEL-561/OEJOM/MMS OUT-OF-DISTRICT-TRAVEL TO MIAMI, OK	100.00
1151	06/10/2021	STEVA HOUSE	TRAVEL-561/OEJOM/MMS RESOURCE PERSON FOR OPERATION EAGLE SET UP FOR OE EVENTS/CULTURAL FOOD	400.00
1152	06/10/2021	SHARP'S PAWN & JEWELRY	BOOKS-TECH-RLDT-EXCUR-SPLYS-561/OEJOM/MMS	2,300.00

**Bartlesville Public Schools**  
**Encumbrance Register**

Year 2020-2021 Fund 11

**11-General Fund (For Operation)**

<b>PO No</b>	<b>Date</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
1153	06/10/2021	CRAZY CROW TRADING POST	MISC. BOOKS, CD'S AND DVD'S, SUPPLIES AND REGALIA FOR OE, ETC. BOOKS-TECH-RLDT-EXTRCURR-561/OEJOM/MMS MISC. BOOKS, CD'S/DVD'S SUPPLIES AND AWARDS ETC. FOR OE	1,148.20

**Report Total:** \$21,317.07

# Bartlesville Public Schools

## Encumbrance Register

Year 2020-2021 Fund 22

### 22-Child Nutrition Programs Fund

PO No	Date	Vendor	Description	Amount
58	06/01/2021	MARTY WRIGHT	REIMBURSEMENT-385/CND SCHOOL MEAL ACCOUNT REFUND  ACCOUNT # 11959 JADEN RYAN WRIGHT	89.45
59	06/01/2021	CURTIS RESTAURANT SUPPLY	APPL/FURN/FIX-385/CND BALLY WALK IN COMBINATION COOLER/FREEZER, REMOTE WITH INSTALLATION MODEL # 211868-1-0  PER QUOTE DATED 04/06/2021 JOB REFERENCE NUMBER: 24063	34,300.00
60	06/01/2021	TREETOP PRODUCTS INC	APPL/FURN/FIX-385/CND MISC. FURNITURE & FIXTURES SUCH AS: (8) RECEPTACLE SURFACE MOUNT KIT (8) SUPERSAVER RECEPTACLE/DOME LID & LINER/BLUE (1) LIFTGATE FEE (10) THE CITY SERIES SQUARE PEDESTAL PICNIC TABLE/4' TABLE/SURFACE MOUNT BLACK  PER ESTIMATE # QUOTRE10395  SHIPPING	15,540.71
61	06/15/2021	SODEXO INC & AFFILIATES	FOOD-SRVCS-MGT-766/CND BLANKET PO FOR CONTRACTED FOOD SERVICES & SUMMER FEEDING	240,516.14

**Report Total: \$290,446.30**

## Bartlesville Public Schools Encumbrance Register

Year 2020-2021 Fund 81

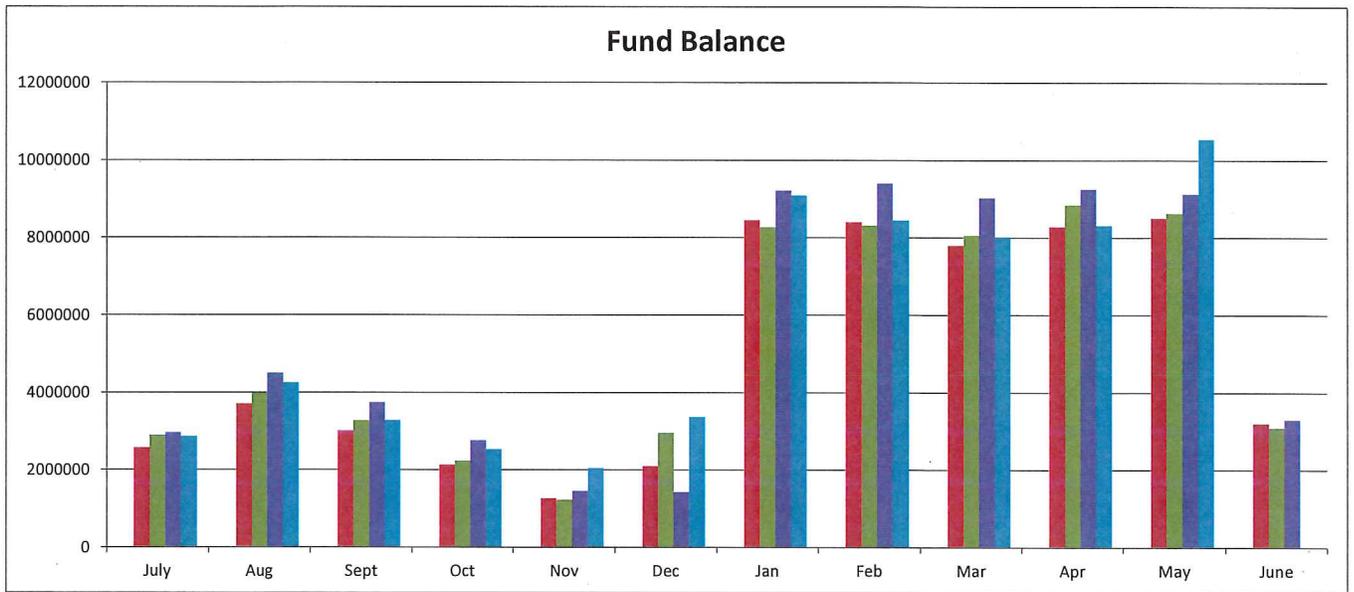
## 81-GIFTS FUND

PO No	Date	Vendor	Description	Amount
8	05/24/2021	CHASIDY LEACH	SCHOLARSHIP-194/TREAS/ESC BETTY TURK MEMORIAL LITERATURE AWARD	1,000.00
9	05/24/2021	MADELYN SHAMBLES	SCHOLARSHIP-194/TREAS/ESC BETTY TURK MEMORIAL LITERATURE AWARD	1,000.00
10	05/24/2021	KRISTOPHER FAULCONER	SCHOLARSHIP-194/TREAS/ESC BETTY TURK MEMORIAL LITERATURE AWARD	1,000.00
11	05/24/2021	ZACHARY HARRIS	SCHOLARSHIP-194/TREAS/ESC BETTY TURK MEMORIAL LITERATURE AWARD	1,000.00
12	05/24/2021	BRAEDEN WINTERS	SCHOLARSHIP-155/TREAS/ESC DARYL REESE MEMORIAL AWARD	500.00
13	05/24/2021	WILLIAM PARSLEY	SCHOLARSHIP-145/TREAS/ESC ERIC KRASE SCHOLARSHIP	600.00
14	05/24/2021	MAKENZIE SAVAGE	SCHOLARSHIP-107/TREAS/ESC FRED J. & ROSEMARY QUINTANA MEMORIAL SCHOLARSHIP	200.00
15	05/24/2021	JILLIAN SKALICKY	SCHOLARSHIP-130/TREAS/ESC JEFF POTTER MEMORIAL SCHOLARSHIP	500.00
16	05/24/2021	CALEB BATES	SCHOLARSHIP-160/TREAS/ESC JIMMY REID MEMORIAL SCHOLARSHIP  (WILL CLOSE OUT SCHOLARSHIP)	1,438.72
17	05/24/2021	JORDAN BILGER	SCHOLARSHIP-196/TREAS/ESC LOUIS R. SCHAFER MEMORAIL SCHOLARSHIP	1,000.00

**Report Total:** \$8,238.72

**Bartlesville Public Schools**  
**General Fund Cash Flow/Fund Balance Analysis**  
**Fiscal Years 2018-2021**

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
FY 18	2,570,540	3,706,115	3,014,720	2,132,477	1,268,916	2,101,192	8,450,085	8,406,116	7,796,416	8,278,289	8,504,375	3,204,230
FY 19	2,890,607	3,976,395	3,277,405	2,234,762	1,231,621	2,965,714	8,275,893	8,317,878	8,061,282	8,848,145	8,627,565	3,093,101
FY 20	2,958,917	4,501,529	3,739,634	2,767,640	1,461,034	1,436,214	9,216,612	9,408,239	9,028,227	9,249,665	9,125,141	3,297,997
FY 21	2,866,022	4,253,890	3,280,533	2,531,505	2,047,304	3,375,303	9,092,868	8,455,975	8,009,283	8,310,849	10,538,119	
FY21-FY20	(92,895)	(247,639)	(459,101)	(236,135)	586,270	1,939,089	(123,744)	(952,264)	(1,018,944)	(938,816)	1,412,978	



**Bartlesville Public Schools**  
**General Fund Cash Flow/Fund Balance Analysis**

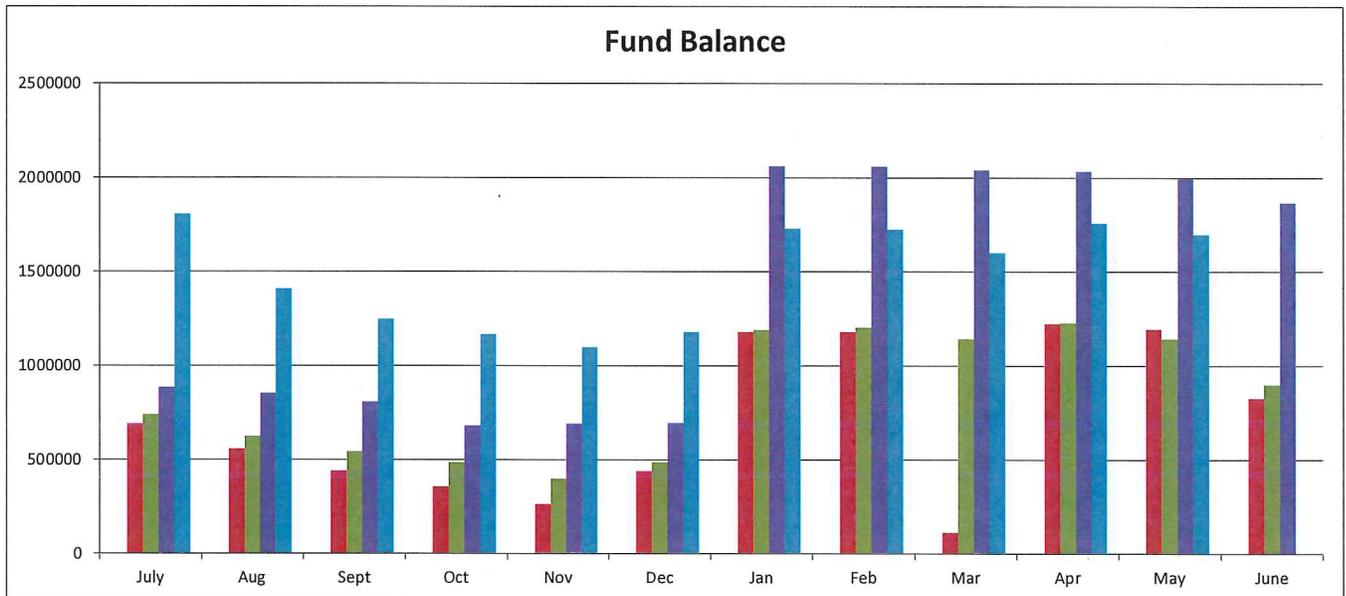
	April	2020-21 Year to Date Total	Prior Year Year to Date Total
Beginning balance	\$ 8,310,849	\$ 3,297,997	\$ 3,093,101
 <u>Revenue:</u>			
Local	206,292	11,396,326	11,227,508
County	37,595	1,447,702	1,276,660
State	2,420,185	22,359,197	25,123,199
Federal	3,191,652	6,818,479	2,952,186
Other sources	775	32,412	55,361
	<u>5,856,499</u>	<u>42,054,116</u>	<u>40,634,914</u>
 Total cash available	 14,167,348	 45,352,113	 43,728,015
 <u>Requirements:</u>			
Salaries	2,291,494	21,338,386	21,703,236
Benefits	790,266	7,476,125	7,518,549
Professional services	65,828	398,292	341,217
Property services	276,278	2,395,732	2,156,537
Other purchased services	24,002	628,563	741,964
Supplies & materials	162,071	2,135,656	1,653,877
Property		385,573	454,139
Other uses	19,290	55,667	33,355
	<u>3,629,229</u>	<u>34,813,994</u>	<u>34,602,874</u>
 Ending balance	 <u>10,538,119</u>	 <u>10,538,119</u>	 <u>9,125,141</u>

Bartlesville Public Schools  
General Fund Revenue Detail

	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Total
1110	Ad valorem tax - current	19,847.86											19,847.86
1121-1122	Ad valorem tax - prior	2,786.98											2,786.98
1130	In lieu of tax												
1190	Other taxes	0.06											0.06
1213-1214	Testing fees												
1230-1290	Tuition												
1310	Interest on investments	7,417.17	5,900.42	5,372.67	5,432.80	4,925.31	5,037.09	8,347.78	5,711.46	6,293.57	5,478.41	2,819.30	62,735.98
1352	Interest on unapport. Tax	189.19	147.92	150.82	141.28	108.55	289.74	464.73	320.68	217.73	217.73	242.50	2,273.14
1410	Rent	50.00											50.00
1440	Sale of equipment		43,871.50										43,871.50
1510	Insurance loss recoveries												
1530	Damage recovery												
1580	Activity trip reimb		955.90		3,150.00		3,199.73	5,250.00	3,150.00	3,227.94	3,227.94		18,933.57
1590	Miscellaneous reimb		135.36		5,756.44		630.00	405.00	1,130.25	250.00	90.00		33,884.77
1610	Donations	8,000.00	20,500.00	27,933.88	7,374.49	34,800.00	4,500.00	6,000.00	107,384.00	143,206.60	23,750.00	23,750.00	449,048.97
1680	Refunds	364.96	1,475.13	3,148.46	39.98					184.28	184.28		5,212.81
1690	Miscellaneous	1,989.00	340.00	55.00	45.00	45.00	15.00	425.00	1,025.00	504.00	20.00		4,463.00
2100	County-wide 4-mill	4,397.21	3,899.33	9,073.13	3,127.12	1,367.85	199,321.38	694,219.19	72,368.23	135,229.70	22,783.46		1,162,524.48
2200	Mortgage tax	14,487.15	16,742.59	12,699.00	22,150.76	22,731.52	20,240.88	11,558.11	21,814.43	17,750.09	14,812.16		188,883.60
2300	Resale Property				96,293.35								96,293.35
3110	Gross production tax	813.98	610.88	1,774.66	2,182.07	1,762.32	1,586.89	2,087.34	1,872.46	3,143.80	2,275.67		19,598.29
3120	Motor vehicle tax	226,386.94	201,732.82	185,627.99	188,165.67	185,636.46	155,358.34	194,743.25	188,386.61	234,017.82	226,840.90		2,134,458.02
3130	Rural electric tax	3,400.39	5,078.14	5,142.59	4,460.02	3,603.31	3,343.12	3,497.14	4,491.33	4,654.33	3,086.60		45,265.37
3140	State school land earnings	139,705.93	38,850.04	52,282.77	69,112.29	50,709.08	52,156.43	100,624.97	62,923.68	70,786.85	43,625.86		751,327.98
3150	Vehicle tax stamps	1,028.10	1,272.56	657.36	1,420.16	1,649.61	1,720.31	1,202.30	1,148.53	1,371.78	1,968.37		12,980.97
3160	Farm implement tax stamps	62.51			125.03	512.60	686.20		1,392.05	17.87	368.12		3,164.38
3210	Foundation aid		1,428,680.96		1,607,274.30	1,607,274.30	1,607,274.30	1,025,200.22	1,510,261.95	1,510,656.46	1,579,028.65		15,357,017.87
3250	FBA		335,693.25		335,693.25	335,693.24	307,320.72	330,018.75	330,018.74	329,307.48	365,552.09		3,329,319.38
3310	Alternative education						63,864.80		31,932.39		31,932.40		127,729.59
3412	NBCT Stipend						79,462.50	60,000.00		5,000.00			79,462.50
3415	Reading Sufficiency												
3420	State textbooks		275,970.87										275,970.87
3430	Education matching		4,347.37			4,347.37					4,347.38		17,389.49
3440	Drivers education			4,327.50									4,327.50
3690	Other state									8,200.00			22,939.36
3811	Vocational Programs			1,830.00			10,830.00				10,830.00		25,320.00
3812	Vocational programs			19,110.00			19,110.00				19,119.00		76,449.00
3892	Lottery Fund						11,476.00				11,476.00		11,476.00
4140	Title VI		50,847.56										167,033.30
4162	Flood Control				126.15								126.15
4210	Title I - Part A	329,428.55			101,940.33	107,992.15	119,382.94	110,062.31	198,621.52	108,522.09	106,091.11		1,181,981.00
4271	Title II	5,531.00			82,705.12	1,219.96	20,902.52	9,682.13	12,007.50				132,048.23
4281	Title III	5,831.21			10,635.48	12.91			44.19		22.81		16,546.60
4310	IDEA B - Special Education	268,224.54			126,592.33	117,789.03	97,350.63	99,688.70	199,298.06	100,615.70	100,717.93		1,110,276.92
4340	Preschool	2.83			4,959.23	4,959.23	4,959.23	4,959.23	1,570.15				21,409.90
4442	Title IV reimb				30,800.16	29,964.52	10,932.93	20,566.41	2,873.86	42,179.83	26,023.21		98,357.18
4470	Title VI - Indian Education	11,763.38			5,508.58						155.00		30,439.81
4550	Johnson-O'Walley	14,904.72			15,535.09					4,742.85	5,620.09		55,651.68
4611	Title II - Adult Education	4,854.80			16,440.65					58,111.74	2,953,021.47		3,909,272.36
4689	Other federal												32,054.95
5150-5160	Activity trip reimb												
5600	Correcting entries		21.00	27.00	109.00	12.00	18.00	30.00	358.11	41.72	12.00		628.83
		1,071,468.36	2,502,871.31	2,531,180.71	3,006,892.20	2,851,574.81	4,795,384.64	9,474,227.01	2,846,062.25	3,107,450.65	5,856,498.90	-	42,054,116.17

**Bartlesville Public Schools**  
**Building Fund Cash Flow/Fund Balance Analysis**  
**Fiscal Years 2018-2021**

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
FY 18	690,969	557,279	441,261	355,618	262,410	438,909	1,178,466	1,179,411	111,672	1,222,821	1,194,523	825,836
FY 19	740,048	624,113	541,648	485,451	397,618	486,040	1,190,675	1,201,836	1,141,753	1,227,520	1,143,492	899,450
FY 20	885,140	853,862	808,023	680,579	691,925	694,312	2,060,540	2,058,167	2,040,158	2,033,537	1,994,515	1,865,430
FY 21	1,807,129	1,408,354	1,248,623	1,167,400	1,098,130	1,178,096	1,729,731	1,724,323	1,599,899	1,757,509	1,698,321	
FY21-FY20	921,989	554,492	440,600	486,821	406,205	483,784	(330,809)	(333,844)	(440,259)	(276,028)	(296,194)	



**Bartlesville Public Schools**  
**Building Fund Cash Flow/Fund Balance Analysis**

	<u>April</u>	<u>2020-21 Year to Date Total</u>	<u>Prior Year Year to Date Total</u>
Beginning balance	\$ 1,757,509	\$ 1,865,431	\$ 899,450
 <u>Revenue:</u>			
Local	6,390	1,518,006	2,051,716
County		-	
State		201	421
Federal		1,356	
Other sources		-	1,364
	<u>6,390</u>	<u>1,519,563</u>	<u>2,053,501</u>
 Total cash available	 1,763,899	 3,384,994	 2,952,951
 <u>Requirements:</u>			
Salaries			
Benefits			
Professional services		70,932	42,510
Property services	27,216	547,659	738,683
Other purchased services		-	16,822
Supplies & materials	8,285	96,157	153,807
Property	30,077	971,925	
Other uses		-	6,614
	<u>65,578</u>	<u>1,686,673</u>	<u>958,436</u>
 Ending balance	 <u>1,698,321</u>	 <u>1,698,321</u>	 <u>1,994,515</u>

June 21, 2021 Personnel Report

<b>APPOINTMENTS:</b>						
<b>Name</b>	<b>Site</b>	<b>Position</b>	<b>FTE</b>	<b>Hire Date</b>	<b>Temporary Contract</b>	
Burroughs, Jessica	High School	Language Arts Teacher	1.000	8/9/2021	Yes	
Greenhalgh, Johanna	Transportation	Bus Driver	0.750	8/9/2021	Yes	
Hemke, Harley	Jane Phillips	Special Education Teacher Assistant Level 3	0.875	5/5/2021	Yes	
Jones, Summer	Transportation	Transportation Secretary	1.000	5/28/2021	Yes	
Kuntz, Aaron	High School	Science Teacher	1.000	8/9/2021	Yes	
Liby, Amanda	Hoover	Teacher Assistant	0.875	5/5/2021	Yes	
Smith, Deborah	Ranch Heights	Special Education Teacher Assistant Level 3	0.875	5/5/2021	Yes	
Southwick, Cheron	High School	Secondary Counselor	1.000	8/9/2021	Yes	
Stephens, Carol	Central Middle School	Registrar - Middle School	1.000	6/7/2021	Yes	
<b>CHANGE OF STATUS:</b>						
<b>Name</b>	<b>Site</b>	<b>Position</b>	<b>FTE</b>	<b>Site</b>	<b>Position</b>	<b>FTE</b>
Boggs, Shelby	Hoover	Third Grade Teacher	1.000	Hoover	Art Teacher	1.000
Burson, Ashley	Richard Kane	Kindergarten Teacher	1.000	Richard Kane/Hoover	ELL Teacher	1.000
German, Mildred	Madison	Special Education Teacher Assistant Level 3	0.875	Ranch Heights	Special Education Teacher Assistant Level 3	0.875
Goodwin, Stacey	Madison	Title 1 Reading Teacher	1.000	Jane Phillips	Instructional Coach	1.000
Hemphill, Donna	Jane Phillips	Virtual First Grade Teacher	1.000	Jane Phillips	Second Grade Teacher	1.000
Henderson, JESSICA	Hoover	First Grade Teacher	1.000	Hoover	Kindergarten Teacher	1.000
James, Terri	Jane Phillips	Fifth Grade Teacher	1.000	Jane Phillips	Fourth Grade Teacher	1.000
Null, Holly	Hoover	Kindergarten Teacher	1.000	Hoover	PreKindergarten Teacher	1.000
Patterson, Melissa	Wayside	Kindergarten Teacher	1.000	Wilson	PreKindergarten Teacher	1.000
Pitzer, Whitney	Wilson	ELL Teacher	1.000	Wilson/Jane Phillips	ELL Teacher	1.000
Snow, Jennifer	High School	Special Education Teacher Assistant Level 3	0.875	Wayside	Special Education Teacher	1.000
Starkey, Kellie	Ranch Heights	ATLAS Teacher Assistant	0.938	Ranch Heights	Third Grade Teacher	1.000
Takahashi, Kimberly	Wilson	Library Media Specialist	1.000	High School	Special Education Teacher	1.000
Vermeire, Scott	Central	Registrar- Middle School	1.000	Central	Computer Education Teacher	1.000
Williams, Jeremy	High School	Special Education and STEM Teacher	1.000	High School	STEM Teacher	1.000
Young, Michelle	Ranch Heights	Teacher Assistant	0.875	Ranch Heights	Library Assistant - Elementary	0.500
<b>NON-RENEWAL OF TEMPORARY CONTRACT:</b>						
<b>Name</b>	<b>Site</b>	<b>Position</b>	<b>FTE</b>	<b>Date</b>		
Shen, Sunny	Madison	Accompanist	0.875	5/21/2021		
<b>NON-RENEWAL OF CONTINUING CONTRACT:</b>						
<b>Name</b>	<b>Site</b>	<b>Position</b>	<b>FTE</b>	<b>Date</b>		
Jones, Brian	Central	Special Education Teacher Assistant Level 3	0.875	5/21/2021		
<b>RESIGNATION:</b>						
<b>Name</b>	<b>Site</b>	<b>Position</b>	<b>FTE</b>	<b>Date</b>		
Aramburo Cortes, Raquel	Ranch Heights	Teacher Assistant	0.875	5/21/2021		
Carreno, Yaleli	Wayside	Second Grade Teacher	1.000	5/21/2021		
Cloud, Sandra	High School	Science Teacher	1.000	5/21/2021		
Davis, Nikki	Ranch Heights	Special Education Teacher Assistant Level 3	0.875	5/21/2021		
Ergenbright, Kirsten	Hoover	Art Teacher	1.000	5/21/2021		
Hines, Hunter	Madison	Football Junior High Assistant Coach	N/A	5/21/2021		
Hines, Hunter	Central	Basketball Junior High Coach	N/A	5/21/2021		
Hines, Hunter	Madison	Social Studies Teacher	1.000	5/21/2021		
Keohohou, Vicki	Transportation	Bus Dispatcher	1.000	5/21/2021		
Lawrence, Amy	ESC	Curriculum Assistant/Testing Coordinator	1.000	6/7/2021		
Majewski, STacia	High School	Special Education Teacher Assistant Level 3	0.875	5/21/2021		

## June 21, 2021 Personnel Report

Ojeda, Maria	Jane Phillips	Second Grade Teacher	1.000	5/21/2021		
Parks, Marla	High School	Leave of Absence	0.875	5/21/2021		
Powell, Amanda	Central	Track Assistant Junior High Coach	N/A	5/21/2021		
Schroeder, Allison	Hoover	AIMS Teacher Assistant	0.875	5/21/2021		
Vermeire, Jordan	Wayside	Special Education Teacher Assistant Level 3	0.875	5/21/2021		
Ward, Courtney	High School	Basketball Head Freshman Coach (girls)	N/A	5/21/2021		
Whitworth, Amanda	Transportation	Transportation Secretary	1.000	5/28/2021		
<b>RETIREMENT:</b>						
Dennis, Nancy	Jane Phillips	Operation Eagle Tutor	0.750	5/21/2021		
<b>SUMMER SCHOOL:</b>						
Abbe, Stacia	Hoover	Summer Boost Teacher	N/A	6/1/2021		
Amundson, Karla	Hoover	ESY Special Education Teacher Assistant	N/A	6/14/2021		
Ashley, Lisa	Hoover	ESY Special Education Teacher Assistant	N/A	6/14/2021		
Barnhart, Kortney	Hoover	ESY Special Education Teacher Assistant	N/A	6/14/2021		
Benedict, Courtney	Hoover	Summer Boost Assistant	N/A	6/9/2021		
Beyen, Melissa	Jane Phillips	JP Summer Academy Teacher Assistant	N/A	6/8/2021		
Boggs, Shelby	Hoover	Summer Boost Teacher	N/A	6/1/2021		
Brant, Kasey	Jane Phillips	JP Summer Academy Teacher Assistant	N/A	6/8/2021		
Brewer, Heidi	Jane Phillips	JP Summer Academy Teacher	N/A	6/8/2021		
Brewer, Heidi	Jane Phillips	JP Summer Academy Teacher	N/A	7/1/2021		
Briglin, Michael	Madison	Secondary Summer School Teacher	N/A	6/9/2021		
Brown, Angela	Jane Phillips	JP Summer Academy Teacher	N/A	6/8/2021		
Brown, Angela	Jane Phillips	JP Summer Academy Teacher	N/A	7/1/2021		
Brown, Ruth	Hoover	Summer Boost Assistant	N/A	6/9/2021		
Carlo, Maria	Hoover	Summer Boost Teacher	N/A	6/1/2021		
Carmichael, Kelsey	Hoover	Summer Boost Teacher	N/A	6/1/2021		
Carter, LaTori	Hoover	Summer Boost Teacher	N/A	6/1/2021		
Coleman, Grace	Jane Phillips	JP Summer Academy Teacher	N/A	6/8/2021		
Coleman, Grace	Jane Phillips	JP Summer Academy Teacher	N/A	7/1/2021		
Crowley, Sharon	Hoover	Summer Boost Assistant	N/A	6/2/2021		
Daniels, Amanda	Hoover	Summer Boost Teacher	N/A	6/1/2021		
Davis, Heather	Madison	Middle School Summer School Teacher	N/A	6/9/2021		
Denman, Tabitha	Hoover	ESY Special Education Teacher Assistant	N/A	6/14/2021		
Divers, Leslie	Hoover	ESY Special Education Teacher Assistant	N/A	6/14/2021		
Glover, Debra	Hoover	Summer Boost Assistant	N/A	6/2/2021		
Goodwin, Stacey	Hoover	Summer Boost Teacher	N/A	6/1/2021		
Hamon, Taylor	Hoover	Summer Boost Teacher	N/A	6/1/2021		
Harris, Angela	Hoover	Summer Boost Teacher	N/A	6/1/2021		
Hemke, Harley	Hoover	ESY Special Education Teacher Assistant	N/A	6/14/2021		
Hemphill, Donna	Jane Phillips	JP Summer Academy Teacher	N/A	6/8/2021		
Hemphill, Donna	Jane Phillips	JP Summer Academy Teacher	N/A	7/1/2021		
Hendrix, Amanda	Madison	9-12 Summer School Teacher	N/A	7/6/2021		
Hendrix, Amanda	Madison	9-12 Summer School Teacher	N/A	6/9/2021		
Hicks, Hillary	Madison	Middle School Summer School Teacher	N/A	6/9/2021		
Holcomb, Amanda	Hoover	Summer Boost Assistant	N/A	6/9/2021		
Jackson, Meghan	Jane Phillips	JP Summer Academy Teacher Assistant	N/A	6/8/2021		
James, Terri	Jane Phillips	JP Summer Academy Teacher	N/A	6/8/2021		
James, Terri	Jane Phillips	JP Summer Academy Teacher	N/A	7/1/2021		
Jensen, Lydia	Hoover	Summer Boost Assistant	N/A	6/2/2021		
Johnson, Kealy	Hoover	Summer Boost Teacher	N/A	6/1/2021		
Judd, Rebecca	Hoover	Summer Boost Teacher	N/A	6/1/2021		
Lazo, Courtney	Madison	Middle School Summer School Teacher	N/A	6/9/2021		
Martin, Meghan	Hoover	ESY Special Education Teacher Assistant	N/A	6/14/2021		



June 21, 2021 Personnel Report

Foreman, Lisa	Wayside/BHS	Additional Comp for new COVID duties	\$2,000.00	6/30/2021		
Gardner, Keri	Central	Additional Comp for new COVID duties	\$500.00	6/30/2021		
Howell, Vicki	ESC	Additional Comp for new COVID duties	\$1,000.00	6/30/2021		
Ickleberry, Kerry	BHS - District	Additional Comp for new COVID duties	\$2,000.00	6/30/2021		
Imhoff, Shawn	Central	Additional Comp for new COVID duties	\$500.00	6/30/2021		
Krause, Tammie	Kane	Additional Comp for new COVID duties	\$500.00	6/30/2021		
Larkin, Ron	Kane	Additional Comp for new COVID duties	\$500.00	6/30/2021		
Martinez, Dianne	ESC	Additional Comp for new COVID duties	\$200.00	6/30/2021		
Meador, Granger	ESC	Additional Comp for new COVID duties	\$2,000.00	6/30/2021		
Miller, Teri	Wilson	Additional Comp for new COVID duties	\$500.00	6/30/2021		
Myers, Chanda	Ranch Heights	Additional Comp for new COVID duties	\$500.00	6/30/2021		
Niko, Angelina	ESC	Additional Comp for new COVID duties	\$1,000.00	6/30/2021		
Packard, Trish	Hoover	Additional Comp for new COVID duties	\$500.00	6/30/2021		
Rowe, Sarah	BHS - District	Additional Comp for new COVID duties	\$500.00	6/30/2021		
Salge, Karen	Wilson	Additional Comp for new COVID duties	\$500.00	6/30/2021		
Schmidtlein, Tracy	BHS	Additional Comp for new COVID duties	\$500.00	6/30/2021		
Tennell, Lisa	Wilson	Additional Comp for new COVID duties	\$500.00	6/30/2021		
Thames, Wally	BHS	Additional Comp for new COVID duties	\$500.00	6/30/2021		
Weeter, Brenda	Wayside	Additional Comp for new COVID duties	\$500.00	6/30/2021		
Wilcox, Lilani	BHS	Additional Comp for new COVID duties	\$500.00	6/30/2021		
Wilcox, Rhonda	Ranch Heights	Additional Comp for new COVID duties	\$200.00	6/30/2021		
Williams, Rhonda	Madison	Additional Comp for new COVID duties	\$500.00	6/30/2021		

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**MEMORANDUM**

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**TO:** BOARD OF EDUCATION  
**FROM:** DAVID BOGGS  
**SUBJECT:** DONATIONS  
**DATE:** 6/2/2021

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Please accept the following donations our school district has received during the month of May.

1. **Bartlesville Community Foundation/M Garber**  
Transition/STEAM/PSAT Camps & Elementary Tutoring \$ 23,750.00
- Receipt Total** **\$ 23,750.00**

**MAY 2021**

	GENERAL FUND	COOPERATIVE FUND	BUILDING FUND	CHILD NUTRITION	BOND FUND 31	BOND FUND 37	BOND INT FUND 39	SINKING FUND	GIFTS & ENDOW.	TOTALS
<b>BEGINNING BALANCE</b>	3,015,238.68	(6,876.91)	265,209.05	400,783.22	-	637,923.70	702.00	7,850,650.24	25,558.22	12,189,188.20
LOCAL SOURCES OF REVENUE	206,291.71		23,650.56	13,402.34	-	-	38.43	135,754.26	79.28	379,216.58
INTERMEDIATE SOURCES OF REVENUE	37,595.62		-	-	-	-	-	-	-	37,595.62
STATE SOURCES OF REVENUE	2,420,184.84	671.89	52.56	15,458.23	-	-	-	306.98	-	2,436,674.50
FEDERAL SOURCES OF REVENUE	3,191,651.62	-	-	446,295.09	-	-	-	-	-	3,637,946.71
<b>TOTAL NEW RECEIPTS</b>	<b>5,855,723.79</b>	<b>671.89</b>	<b>23,703.12</b>	<b>475,155.66</b>	<b>-</b>	<b>-</b>	<b>38.43</b>	<b>136,061.24</b>	<b>79.28</b>	<b>6,491,433.41</b>
INTER-FUND TRANSFERS	12.00	-	-	-	-	-	-	-	-	12.00
NON-REVENUE RECEIPTS	763.11	-	-	700.00	22,000.00	267,600.00	-	-	-	291,063.11
<b>TOTAL COMBINED RECEIPTS</b>	<b>5,856,498.90</b>	<b>671.89</b>	<b>23,703.12</b>	<b>475,855.66</b>	<b>22,000.00</b>	<b>267,600.00</b>	<b>38.43</b>	<b>136,061.24</b>	<b>79.28</b>	<b>6,782,508.52</b>
WARRANT PURCHASES (-)	(3,619,907.71)	(8,582.34)	(50,907.06)	(398,914.92)	-	(172,186.79)	-	(13,567,762.50)	(10,025.00)	(17,828,286.32)
INVESTMENTS MATURED (+)	5,365,435.98		1,500,000.00	466,000.00	-	-	34,000.00	8,328,062.76	264,000.00	15,957,498.74
C.D./AGENCY INVESTMENTS (-)	(3,098,769.51)		(1,500,000.00)	(466,138.01)	-	(350,000.00)	(34,010.07)	(2,747,007.76)	(264,078.19)	(8,460,003.54)
INTEREST INVESTMENTS (-)	-	-	-	-	-	-	-	-	-	-
MONEY MARKET INVESTMENT (-)	-	-	-	-	-	-	-	-	-	-
CORRECTIONS		-	-	-	-	-	-	-	-	-
<b>ENDING BANK BALANCE</b>	<b>7,518,496.34</b>	<b>(14,787.36)</b>	<b>238,005.11</b>	<b>477,585.95</b>	<b>22,000.00</b>	<b>383,336.91</b>	<b>730.36</b>	<b>3.98</b>	<b>15,534.31</b>	<b>8,640,905.60</b>
OUTSTANDING WARRANTS (-)	(79,147.27)	-	(22,370.63)	(2,393.65)	-	(5,923.73)	-	-	(75.00)	(109,910.28)
<b>FUND EQUITY</b>	<b>7,439,349.07</b>	<b>(14,787.36)</b>	<b>215,634.48</b>	<b>475,192.30</b>	<b>22,000.00</b>	<b>377,413.18</b>	<b>730.36</b>	<b>3.98</b>	<b>15,459.31</b>	<b>8,530,995.32</b>

Total collateral pledged 29,800,876.32

	BPS LEASE PURCHASE FUND 1	BPS LEASE PURCH/TRANS FUND 2	BEA LEASE PURCHASE FUND 4	BEA LEASE PURCHASE FUND 7
<b>BEGINNING BALANCE</b>	<b>686,295.82</b>	<b>69,558.45</b>	<b>0.00</b>	<b>551,739.21</b>
REBATES/CONTRIBUTIONS	-	-	-	-
DIVIDENDS/INTEREST	-	-	-	-
<b>TOTAL NEW RECEIPTS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
WARRANT PURCHASES (-)		(21,410.56)	-	(38,715.45)
<b>ENDING BANK BALANCE</b>	<b>686,295.82</b>	<b>48,147.89</b>	<b>0.00</b>	<b>513,023.76</b>
OUTSTANDING WARRANTS (-)	-	-	-	-
<b>FUND EQUITY</b>	<b>686,295.82</b>	<b>48,147.89</b>	<b>0.00</b>	<b>513,023.76</b>

*Sara Vermeire* 6/2/2021

## Investment Ledger

**Options:** Funds: 11-59,81, Account Nos: , Investment Nos: , Date Range: 5/1/2021 - 5/31/2021, Exclude Investments Matured in Date Range: False, Exclude Investments Liquidated in Date Range: False

**Fund: 11****Account:** AI 0111 REGENT BANK - ICS

Inv No	Description	Purchased	Maturity	Liquidated	Purchase Amount	Rate	Balance
ICS ACCOUNT	REGENT BANK - ICS TRANSACTION	5/28/2021	6/30/2021		\$3,098,769.51	0.200	\$3,098,769.51
ICS ACCOUNT	REGENT BANK - ICS TRANSACTION	4/30/2021	5/28/2021	5/26/2021	\$5,365,435.98	0.200	\$5,365,435.98
ICS ACCOUNT	REGENT BANK - ICS TRANSACTION	5/26/2021	5/28/2021	5/28/2021	\$3,446,490.98	0.200	\$3,446,490.98
<b>Total ICS ACCOUNT</b>							<b>\$3,446,490.98</b>
<b>Total AI 0111 REGENT BANK - ICS</b>							<b>\$11,910,696.47</b>
<b>Total Fund 11</b>							<b>\$11,910,696.47</b>

**Fund: 21****Account:** AI 0111 REGENT BANK - ICS

Inv No	Description	Purchased	Maturity	Liquidated	Purchase Amount	Rate	Balance
ICS ACCOUNT	REGENT BANK - ICS TRANSACTION	5/28/2021	6/30/2021		\$1,500,000.00	0.200	\$1,500,000.00
ICS ACCOUNT	REGENT BANK - ICS TRANSACTION	4/30/2021	5/28/2021	5/26/2021	\$1,500,000.00	0.200	\$1,500,000.00
ICS ACCOUNT	REGENT BANK - ICS TRANSACTION	5/26/2021	5/28/2021	5/28/2021	\$1,500,000.00	0.200	\$1,500,000.00
<b>Total ICS ACCOUNT</b>							<b>\$1,500,000.00</b>
<b>Total AI 0111 REGENT BANK - ICS</b>							<b>\$4,500,000.00</b>
<b>Total Fund 21</b>							<b>\$4,500,000.00</b>

**Fund: 22****Account:** AI 0111 REGENT BANK - ICS

Inv No	Description	Purchased	Maturity	Liquidated	Purchase Amount	Rate	Balance
ICS ACCOUNT	REGENT BANK - ICS TRANSACTION	5/28/2021	6/30/2021		\$466,138.01	0.200	\$466,138.01
ICS ACCOUNT	REGENT BANK - ICS TRANSACTION	4/30/2021	5/28/2021	5/26/2021	\$466,000.00	0.200	\$466,000.00
ICS ACCOUNT	REGENT BANK - ICS TRANSACTION	5/26/2021	5/28/2021	5/28/2021	\$466,000.00	0.200	\$466,000.00
<b>Total ICS ACCOUNT</b>							<b>\$466,000.00</b>
<b>Total AI 0111 REGENT BANK - ICS</b>							<b>\$1,398,138.01</b>
<b>Total Fund 22</b>							<b>\$1,398,138.01</b>

**Fund: 37****Account:** AI 0111 REGENT BANK - ICS

Inv No	Description	Purchased	Maturity	Liquidated	Purchase Amount	Rate	Balance
ICS ACCOUNT	REGENT BANK - ICS TRANSACTION	5/28/2021	6/30/2021		\$350,000.00	0.200	\$350,000.00
<b>Total ICS ACCOUNT</b>							<b>\$350,000.00</b>
<b>Total AI 0111 REGENT BANK - ICS</b>							<b>\$350,000.00</b>
<b>Total Fund 37</b>							<b>\$350,000.00</b>

**Fund: 39****Account:** AI 0111 REGENT BANK - ICS

Inv No	Description	Purchased	Maturity	Liquidated	Purchase Amount	Rate	Balance
ICS ACCOUNT	REGENT BANK - ICS TRANSACTION	5/28/2021	6/30/2021		\$34,010.07	0.200	\$34,010.07
ICS ACCOUNT	REGENT BANK - ICS TRANSACTION	4/30/2021	5/28/2021	5/26/2021	\$34,000.00	0.200	\$34,000.00

# Bartlesville Public Schools

## Investment Ledger

**Options:** Funds: 11-59,81, Account Nos: , Investment Nos: , Date Range: 5/1/2021 - 5/31/2021, Exclude Investments Matured in Date Range: False, Exclude Investments Liquidated in Date Range: False

ICS ACCOUNTREGENT BANK - ICS TRANSACTION	5/26/2021	5/28/2021	5/28/2021	\$34,000.00	0.200	\$34,000.00
<b>Total ICS ACCOUNT</b>						<b>\$34,000.00</b>
<b>Total AI 0111 REGENT BANK - ICS</b>						<b>\$102,010.07</b>
<b>Total Fund 39</b>						<b>\$102,010.07</b>

**Fund: 41**

**Account:** AI 0111 REGENT BANK - ICS

Inv No	Description	Purchased	Maturity	Liquidated	Purchase Amount	Rate	Balance
ICS ACCOUNTREGENT BANK - ICS TRANSACTION	ICS ACCOUNTREGENT BANK - ICS TRANSACTION	5/28/2021	6/30/2021		\$2,747,007.76	0.200	\$2,747,007.76
ICS ACCOUNTREGENT BANK - ICS TRANSACTION	ICS ACCOUNTREGENT BANK - ICS TRANSACTION	4/30/2021	5/28/2021	5/26/2021	\$8,328,062.76	0.200	\$8,328,062.76
ICS ACCOUNTREGENT BANK - ICS TRANSACTION	ICS ACCOUNTREGENT BANK - ICS TRANSACTION	5/26/2021	5/28/2021	5/28/2021	\$2,747,007.76	0.200	\$2,747,007.76
<b>Total ICS ACCOUNT</b>						<b>\$2,747,007.76</b>	
<b>Total AI 0111 REGENT BANK - ICS</b>						<b>\$13,822,078.28</b>	
<b>Total Fund 41</b>						<b>\$13,822,078.28</b>	

**Fund: 81**

**Account:** AI 0111 REGENT BANK - ICS

Inv No	Description	Purchased	Maturity	Liquidated	Purchase Amount	Rate	Balance
ICS ACCOUNTREGENT BANK - ICS TRANSACTION	ICS ACCOUNTREGENT BANK - ICS TRANSACTION	5/28/2021	6/30/2021		\$264,078.19	0.200	\$264,078.19
ICS ACCOUNTREGENT BANK - ICS TRANSACTION	ICS ACCOUNTREGENT BANK - ICS TRANSACTION	4/30/2021	5/28/2021	5/26/2021	\$264,000.00	0.200	\$264,000.00
ICS ACCOUNTREGENT BANK - ICS TRANSACTION	ICS ACCOUNTREGENT BANK - ICS TRANSACTION	5/26/2021	5/28/2021	5/28/2021	\$264,000.00	0.200	\$264,000.00
<b>Total ICS ACCOUNT</b>						<b>\$264,000.00</b>	
<b>Total AI 0111 REGENT BANK - ICS</b>						<b>\$792,078.19</b>	
<b>Total Fund 81</b>						<b>\$792,078.19</b>	
<b>Total All Funds</b>						<b>\$32,875,001.02</b>	

## Bartlesville Public Schools

### Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 5/1/2021 - 5/31/2021

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
801 General Administrative	\$192,049.40	\$18,655.09	\$0.00	\$11,654.88	\$199,049.61	\$10,266.40	\$188,783.21
802 General Administrative Athletics	\$233,563.55	\$12,974.29	\$0.00	\$13,879.00	\$232,658.84	\$10,526.75	\$222,132.09
803 General Refund Account	\$2,842.66	\$764.51	\$0.00	\$0.00	\$3,607.17	\$0.00	\$3,607.17
804 AP Exams	\$27,048.00	\$0.00	\$0.00	\$0.00	\$27,048.00	\$14,243.00	\$12,805.00
805 Alternative High School	\$6,564.03	\$0.00	\$0.00	\$479.33	\$6,084.70	\$271.60	\$5,813.10
806 Tuition Clearing Acct	\$19,685.00	\$1,755.20	\$0.00	\$435.20	\$21,005.00	\$0.00	\$21,005.00
807 Art Club	\$1,252.22	\$100.00	\$0.00	\$0.00	\$1,352.22	\$0.00	\$1,352.22
808 Adult Fees Clearing Acct	\$125.00	\$123.00	\$0.00	\$0.00	\$248.00	\$0.00	\$248.00
809 Sports Broadcasting	\$692.64	\$0.00	\$0.00	\$0.00	\$692.64	\$183.00	\$509.64
811 Baseball Fund	\$145.01	\$0.00	\$0.00	\$0.00	\$145.01	\$0.00	\$145.01
813 Basketball Fund	\$1,692.11	\$0.00	\$0.00	\$0.00	\$1,692.11	\$0.00	\$1,692.11
821 Choral Club	\$3,730.29	\$0.00	\$0.00	\$0.00	\$3,730.29	\$0.00	\$3,730.29
824 Concessions	\$6,096.74	\$0.00	\$0.00	\$0.00	\$6,096.74	\$0.00	\$6,096.74
831 S.A.D.F.	\$3,095.40	\$0.00	\$0.00	\$0.00	\$3,095.40	\$0.00	\$3,095.40
832 Community of Caring	\$1,203.06	\$0.00	\$0.00	\$0.00	\$1,203.06	\$0.00	\$1,203.06
833 Drama	\$19,130.21	\$0.00	\$0.00	\$168.00	\$18,962.21	\$550.00	\$18,412.21
834 VisionQuest	\$104.50	\$0.00	\$0.00	\$0.00	\$104.50	\$0.00	\$104.50
835 BPS-FOUNDATION GRANTS	\$2,718.05	\$0.00	\$0.00	\$677.32	\$2,040.73	\$0.00	\$2,040.73
836 AGRICULTURAL EDUCATION	\$54,542.96	\$2,728.40	\$0.00	\$2,473.95	\$54,797.41	\$37,918.96	\$16,878.45
837 ENVIRONMENTAL CLUB	\$282.43	\$0.00	\$0.00	\$0.00	\$282.43	\$0.00	\$282.43
839 BHS SPED	\$959.14	\$0.00	\$0.00	\$0.00	\$959.14	\$0.00	\$959.14
840 Exceptional Education Services	\$9,740.61	\$0.00	\$0.00	\$0.00	\$9,740.61	\$0.00	\$9,740.61
841 Business Prof of America	\$447.58	\$0.00	\$0.00	\$0.00	\$447.58	\$0.00	\$447.58
843 ATLAS	\$98.26	\$0.00	\$0.00	\$0.00	\$98.26	\$0.00	\$98.26
844 STEAM PROGRAM	\$7,864.44	\$15,000.00	\$0.00	\$0.00	\$22,864.44	\$0.00	\$22,864.44
845 French Club	\$227.74	\$0.00	\$0.00	\$0.00	\$227.74	\$0.00	\$227.74
867 Lady Bruins	\$275.62	\$0.00	\$0.00	\$0.00	\$275.62	\$0.00	\$275.62
868 Football	\$713.16	\$0.00	\$0.00	\$0.00	\$713.16	\$685.13	\$28.03
878 Music	\$4,245.07	\$0.00	\$0.00	\$300.00	\$3,945.07	\$0.00	\$3,945.07
880 Musical Production	\$22,730.01	\$0.00	\$0.00	\$1,400.00	\$21,330.01	\$3,589.76	\$17,740.25
881 National Honor Society	\$7,521.72	\$380.00	\$0.00	\$1,200.00	\$6,701.72	\$0.00	\$6,701.72
882 Newspaper	\$623.98	\$0.00	\$0.00	\$0.00	\$623.98	\$0.00	\$623.98
885 National Junior Honor Society	\$1,032.24	\$0.00	\$0.00	\$0.00	\$1,032.24	\$0.00	\$1,032.24
887 Orchestra	\$2,410.02	\$0.00	\$0.00	\$0.00	\$2,410.02	\$0.00	\$2,410.02
889 BHS BAND	\$1,188.34	\$0.00	\$0.00	\$0.00	\$1,188.34	\$0.00	\$1,188.34
895 Pictures	\$716.61	\$0.00	\$0.00	\$0.00	\$716.61	\$0.00	\$716.61
915 Service Club	\$728.77	\$0.00	\$0.00	\$0.00	\$728.77	\$0.00	\$728.77
917 Spanish Club	\$366.53	\$0.00	\$0.00	\$0.00	\$366.53	\$0.00	\$366.53
919 Speech Program	\$2,848.97	\$36.00	\$0.00	\$225.00	\$2,659.97	\$0.00	\$2,659.97
922 Staff Development-In-Service	\$1,505.87	\$0.00	\$0.00	\$0.00	\$1,505.87	\$0.00	\$1,505.87
926 Student Council	\$26,975.22	\$210.01	\$0.00	\$9,622.25	\$17,562.98	\$427.70	\$17,135.28
939 Science Olympiad	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00
950 Dance Club	\$347.71	\$0.00	\$0.00	\$0.00	\$347.71	\$0.00	\$347.71
960 Technology Student Assoc (TSA)	\$2,287.96	\$50.00	\$0.00	\$0.00	\$2,337.96	\$0.00	\$2,337.96
962 Science Trek Club	\$7,317.31	\$0.00	\$0.00	\$0.00	\$7,317.31	\$0.00	\$7,317.31
966 Wrestling	\$385.48	\$0.00	\$0.00	\$0.00	\$385.48	\$0.00	\$385.48
970 TECHNOLOGY SUPPORT TEAM	\$68,379.18	\$1,025.00	\$0.00	\$138.75	\$69,265.43	\$10,819.38	\$58,446.05
971 Golf	\$1,709.92	\$0.00	\$0.00	\$0.00	\$1,709.92	\$0.00	\$1,709.92
973 Cross Country	\$123.13	\$0.00	\$0.00	\$0.00	\$123.13	\$0.00	\$123.13
977 Soccer	\$50.66	\$0.00	\$0.00	\$0.00	\$50.66	\$0.00	\$50.66
986 Counselors' Special Fund	\$306.68	\$0.00	\$0.00	\$0.00	\$306.68	\$0.00	\$306.68
990 Yearbook	\$9,596.12	\$1,505.00	\$0.00	\$0.00	\$11,101.12	\$0.00	\$11,101.12
992 Leadership	\$1,830.61	\$0.00	\$0.00	\$0.00	\$1,830.61	\$0.00	\$1,830.61
993 Academic Team	\$140.00	\$0.00	\$0.00	\$0.00	\$140.00	\$0.00	\$140.00
994 Archery Club	\$349.32	\$0.00	\$0.00	\$0.00	\$349.32	\$0.00	\$349.32
995 Homeless Student Assistance	\$1,074.58	\$0.00	\$0.00	\$0.00	\$1,074.58	\$0.00	\$1,074.58
996 Bruin Logo	\$18,901.94	\$20.82	\$0.00	\$0.00	\$18,922.76	\$807.80	\$18,114.96

**Bartlesville Public Schools**  
**Revenue/Expenditure Summary****Options:** Fund: 60, Date Range: 5/1/2021 - 5/31/2021

	<b>Begin Balance</b>	<b>Receipts</b>	<b>Adjusting Entries</b>	<b>Payments</b>	<b>Cash End Balance</b>	<b>Unpaid POs</b>	<b>End Balance</b>
997 Back To School Rally	\$600.87	\$0.00	\$0.00	\$0.00	\$600.87	\$0.00	\$600.87
<b>Total</b>	<b>\$783,684.63</b>	<b>\$55,327.32</b>	<b>\$0.00</b>	<b>\$42,653.68</b>	<b>\$796,358.27</b>	<b>\$90,289.48</b>	<b>\$706,068.79</b>

Child Nutrition Surplus Equipment

Mfg	type	Model	Serial #	Age
Groen	Steam Kettle/bean pot	DEE/4T-20	98319	
JP	Serving line			
	Black portable serving bar			
Hobart	Mixer	A-200	1202855	
Vulcan	6 Burner Range			Works
Frankle Evolution	Barista Coffee Maker		343714	new works
Hobart	Mixer	D-300	1682228	
Manitowoc	Ice Maker	QD0133w	310080824	
2 4 Drawer File Cabinets				

BARTLESVILLE PUBLIC SCHOOLS 2020-2021

APPLICATIONS FOR SANCTIONING

School Board Meeting June 21, 2021

1. All Sports Booster Club Page 2
2. Bartlesville Band & Orchestra Booster Page 6

**BARTLESVILLE PUBLIC SCHOOLS**  
**ORGANIZATION/ASSOCIATION FINANCIAL STATEMENT**  
**UNAUDITED**

Name of Organization/Association: All Sports Booster Club

**FINANCIAL ACTIVITY FOR SCHOOL YEAR 2020-2021**

Beginning Cash Balance, July 1, 2020 \$ 171,620.35

Collections:

Fundraiser, Merchandise Sales, Etc.	\$	<u>91,789.90</u>
Donations	\$	<u>50,289.00</u>
Contributions	\$	<u>10,000.00</u>
Other (list)	\$	
<u>Interest</u>	\$	<u>55.41</u>
	\$	
	\$	

Total Collections \$ 152,134.31

Expenditures:

Fund Raising Expenses	\$	<u>61,964.62</u>
Supplies/Materials	\$	<u>76,293.28</u>
Advertising	\$	
Postage, Mailings, Etc.	\$	<u><del>1,025.99</del> 5.00</u>
Equipment	\$	<u>1,025.99</u>
Donations/Contributions	\$	
Other (list)	\$	
<u>Insurance</u>	\$	<u>1,273.00</u>
<u>Scholarships/Awards</u>	\$	<u>650.00</u>
<u>Programs/Banquets</u>	\$	<u>6,325.69</u>

Total Expenditures \$ 147,537.58

Ending Cash Balance, 03/2021 \$ 176,217.08

I, the undersigned officer of the above-named organization/association, do hereby certify that this is a true and complete representation of the organization's financial activity for the 2019-2020 school year, to the best of my knowledge and belief. I further certify that, in accordance with policy of the Bartlesville Board of Education, I/we may be required to submit further financial information on the organization/association at the request of the Board of Education, and the failure to do so may result in revocation of the Board's sanctioning approval.

 5-10-21  
 Officer/Director Date  
ASBC CO-Treasurer  
 Title

Received and reviewed by Bartlesville Public Schools:

 5/13/21  
 David Boggs, Date  
 Chief Financial Officer, Financial Services

 5/10/21  
 Sara Vermeire, Date  
 Activity Fund Custodian

BARTLESVILLE PUBLIC SCHOOLS

APPLICATION FOR SANCTIONING

UNDER OKLAHOMA STAT. TITLE 5-129.1 (HB 2107)

This is a request for sanctioning by the Applicant to the Board of Education of Bartlesville, Oklahoma, pursuant to which the funds collected by the Applicant are exempt from the statutory controls over school activity funds. The Applicant is a student achievement program or a parent-teacher association or organization.

Name of Applicant: All Sports Booster Club

Applicant's Address: PO Box 234  
Bartlesville, OK 74005

Applicant's Taxpayer I.D. Number: 73-1198617

Applicant's Representative from whom additional information may be obtained: Michael Wood Co-Treasurer

Applicant's Telephone Number: 918-914-9494

Applicant's Purpose, Goals, and Organizational Structure: To provide support to BHS  
athletic programs & scholarships to selected graduates  
Pres. Robert Winters, Sec Shauna Cornelius, CO-Treasurers  
Angel Bradshaw & Michael Wood

Describe how the school district and its students will benefit if the applicant is sanctioned: Scholarships, equipment, Entry fees,  
meals. Cover what athletic department budget can't.

Applicant certifies that it does not and will not discriminate with respect to its benefits, membership, programs, operation, or organization on the basis of race, gender, age, religion, national origin or disability.

Applicant acknowledges that the Board of Education has the discretion to sanction or decline the applicant, and the decision of Board of Education is final and non-appealable. Applicant further acknowledges that (a) the Board of Education may, at any time, request the records maintained by the Applicant, which the Applicant will promptly make available, and (b) the Board of Education may, at any time it believes it is in the best interests of the school district to do so, withdraw sanctioning, and the decision of the Board of Education is final and non-appealable.

Applicant also acknowledges that, in order for the school district to consider whether to maintain the sanctioning action of Applicant, Applicant shall provide to the Board of Education, upon request, on an annual basis, by July 1 of each year, the audit report, if any, for Applicant's recently ended fiscal year, prepared by an independent accounting firm.

INSTRUCTIONS FOR COMPLETING APPLICATION:

1. Complete this application, the Insurance Coverage Form, and the attached financial statement.  
Please print or type. If necessary, use additional sheets of paper.
2. Sign and date this application.
3. Deliver this application to:

Sara Vermeire  
Bartlesville Public Schools  
1100 S. Jennings  
P.O. Box 1357  
Bartlesville, OK 74005-1357

All Sports Booster Club  
Applicant (Organization Name)

By: Michael Wood Co-Treasurer Date: 5-10-21

**BARTLESVILLE PUBLIC SCHOOLS**  
**Organization/Association Insurance Coverage Information**

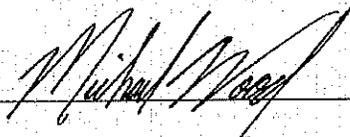
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Check here if your Organization/Association currently doesn't hold any insurance policies

❖ If applicable please provide the following information on the various insurance policies taken out by your organization.

Organization/Association Name: All Sports Booster Club

Type of Insurance	Insurer	Broker/ Agent	Coverage Limits	Deductibles/ Coinsurance
D&O	Philadelphia	Wasemiller		
Dishonesty Bond	Overman	Wasemiller		

Completed by:  Date: 5-10-21

**BARTLESVILLE PUBLIC SCHOOLS  
ORGANIZATION/ASSOCIATION FINANCIAL STATEMENT  
UNAUDITED**

Name of Organization/Association: BBOB

**FINANCIAL ACTIVITY FOR SCHOOL YEAR 2020-2021**

Beginning Cash Balance, July 1, 2020 \$ 159,942.83

Collections:

Fundraiser, Merchandise Sales, Etc.	\$ <u>175,145.04</u>
Donations	\$ <u>2,7095.82</u>
Contributions	\$ <u>10,865.94</u>
Other (list)	\$ _____
<u>Money Market Interest</u>	\$ <u>30.05</u>
_____	\$ _____
_____	\$ _____

Total Collections \$ 213,156.85

Expenditures:

Fund Raising Expenses	\$ <u>115,114.38</u>
Supplies/Materials	\$ <u>8,239.59</u>
Advertising	\$ _____
Postage, Mailings, Etc.	\$ _____
Equipment	\$ _____
Donations/Contributions	\$ _____
Other (list)	\$ <u>697</u>
<u>band</u>	\$ <u>3,710.58</u>
<u>orchestra</u>	\$ <u>7,690.72</u>
<u>guard</u>	\$ <u>2,701.55</u>
_____	\$ _____

Total Expenditures \$ 172,097.82

Ending Cash Balance, May 10, 2021 \$ 201,001.86

I, the undersigned officer of the above-named organization/association, do hereby certify that this is a true and complete representation of the organization's financial activity for the 2019-2020 school year, to the best of my knowledge and belief. I further certify that, in accordance with policy of the Bartlesville Board of Education, I/we may be required to submit further financial information on the organization/association at the request of the Board of Education, and the failure to do so may result in revocation of the Board's sanctioning approval.

Colleen Spinger 5.10.21  
 Officer/Director Date  
Treasurer  
 Title

Received and reviewed by Bartlesville Public Schools:

David Boggs 5/13/21  
 Chief Financial Officer, Financial Services Date

Sara Vermeire 5/13/21  
 Activity Fund Custodian Date

BARTLESVILLE PUBLIC SCHOOLS

APPLICATION FOR SANCTIONING

UNDER OKLAHOMA STAT. TITLE 5-129.1 (HB 2107)

This is a request for sanctioning by the Applicant to the Board of Education of Bartlesville, Oklahoma, pursuant to which the funds collected by the Applicant are exempt from the statutory controls over school activity funds. The Applicant is a student achievement program or a parent-teacher association or organization.

Name of Applicant:

Bartlesville Band & Orchestra  
BOOSTER CLUB INC

Applicant's Address:

PO BOX 2421  
BARTLESVILLE, OK 74005

Applicant's Taxpayer I.D. Number:

73-1045893

Applicant's Representative from whom additional information may be obtained:

Cindy Wray, Treasurer

Applicant's Telephone Number:

918 338 1085

Applicant's Purpose, Goals, and

Organizational Structure:

To provide support for 9-12  
instrumental music programs & related  
auxiliary groups of BPS.

Structure: Offices & Board of Directors

Describe how the school district and its students will benefit if the applicant is sanctioned:

Financial & volunteer  
support.

Applicant certifies that it does not and will not discriminate with respect to its benefits, membership, programs, operation, or organization on the basis of race, gender, age, religion, national origin or disability.

Applicant acknowledges that the Board of Education has the discretion to sanction or decline the applicant, and the decision of Board of Education is final and non-appealable. Applicant further acknowledges that (a) the Board of Education may, at any time, request the records maintained by the Applicant, which the Applicant will promptly make available, and (b) the Board of Education may, at any time it believes it is in the best interests of the school district to do so, withdraw sanctioning, and the decision of the Board of Education is final and non-appealable.

Applicant also acknowledges that, in order for the school district to consider whether to maintain the sanctioning action of Applicant, Applicant shall provide to the Board of Education, upon request, on an annual basis, by July 1 of each year, the audit report, if any, for Applicant's recently ended fiscal year, prepared by an independent accounting firm.

**INSTRUCTIONS FOR COMPLETING APPLICATION:**

1. Complete this application, the Insurance Coverage Form, and the attached financial statement.  
Please print or type. If necessary, use additional sheets of paper.
2. Sign and date this application.
3. Deliver this application to:

**Sara Vermeire  
Bartlesville Public Schools  
1100 S. Jennings  
P.O. Box 1357  
Bartlesville, OK 74005-1357**

BBOB  
Applicant (Organization Name)

By: Allen Springer Date: 5.10.21

**BARTLESVILLE PUBLIC SCHOOLS**  
**Organization/Association Insurance Coverage Information**

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Check here if your Organization/Association currently **doesn't** hold any insurance policies

❖ If applicable please provide the following information on the various insurance policies taken out by your organization.

Organization/Association Name: BBOB

Type of Insurance	Insurer	Broker/ Agent	Coverage Limits	Deductibles/ Coinsurance
	Phoenix			

Completed by: Colleen Springer Date: 5.10.21

JOB DESCRIPTION	HOURLY RATE OF PAY	SET RATE
<b>ACADEMICS &amp; INSTRUCTION</b>		
ALGEBRA ACADEMY TEACHER (revised 6/1/2021)	\$40.00	
CURRICULUM WRITING (revised 6/1/2021)	\$40.00	
DRIVERS ED INSTRUCTOR	\$20.00	
INTERPRETER	Employee's Hourly Rate (+\$5/hr for Summer COVID-19 Rate)	
NIGHT SCHOOL TEACHERS (added 1/16/06)	Not to exceed \$2000/semester	
SATURDAY SCHOOL	\$25.00	
TEXTBOOK COORDINATOR - MIDDLE SCHOOL (added 8/17/09)		\$1250 per year
TEXTBOOK COORDINATOR - HIGH SCHOOL (revised 7/1/18)		\$1250 per year
TUTORING - IN-PERSON - CERTIFIED TEACHER (revised 6/1/2021)	\$50.00	
TUTORING - NON CERTIFIED	Employee's hourly rate	
TUTORS - NON-CONTRACTED	\$9.00	
<b>ADULT EDUCATION AND LITERACY (AEL)</b>		
AEL CLASSROOM TEACHING - CERTIFIED (non-contracted, revised 7/1/18)	\$25.00	
AEL SUBSTITUTE (CERTIFIED) (1/11/05)	\$14.00	
AEL SUBSTITUTE (NON-CERTIFIED) (1/11/05)	\$12.00	
<b>ASSESSMENT ADMINISTRATION</b>		
AP TEST ADMINISTRATOR (added 8/16/2010)	\$17.00	
AP TEST COORDINATOR (added 8/16/2010)		\$500 per year
ELEMENTARY SCHOOL ENTRY SCREENING (PK-5; added 8/08/07)	\$7.50 per test	
PEARSON VUE TEST ADMINISTRATOR		\$500.00 per year
PEARSON VUE TEST CENTER MANAGER		\$2000.00 per year
PSAT PROCTORS (added 1/16/06)		\$40/session
PSAT TESTERS (added 1/16/06)		\$50/session
PSAT TUTOR	\$20.00	
SUMMER RSA CONFERENCING - CERTIFIED	\$25.00	
TEST CENTER COORDINATOR - BHS ACT/ASVAB/SAT/PSAT (added 8/16/2010)		\$970 per year
<b>CAREER TECH TEACHERS</b>		
REQUIRED CORE CURRICULUM TRAINING FOR SECONDARY CAREER TECH AND PLTW	Employee's Daily Rate	

VOCATIONAL AGRICULTURE - WORKFORCE/PROGRAM DEVELOPMENT		up to \$2,000/year
<b>HUMAN RESOURCES - NEW EMPLOYEES &amp; SUBSTITUTES</b>		
NEW EMPLOYEES WAITING ON CONTRACT CYCLE		Employee's Hourly Rate
SUBSTITUTE FOR ANY CLASSIFIED POSITION EXCEPT BUS DRIVERS, NURSES		Step 0 at corresponding grade
SUBSTITUTE TEACHER CERTIFIED		\$80.00/day
SUBSTITUTE TEACHER NON-CERTIFIED		\$60.00/day
SUBSTITUTE TEACHERS 21ST CONSECUTIVE DAY IN SAME CLASSROOM (Long-Term sub)		base teacher salary daily rate
<b>INDIAN EDUCATION (OPERATION EAGLE)</b>		
INDIAN EDUCATION COORDINATOR (added 8/1/2010)		\$2,000 per year
INDIAN EDUCATION CULTURAL PRESENTER NON-CONTRACTED - 1/2 HOUR		\$50.00
INDIAN EDUCATION CULTURAL PRESENTER NON-CONTRACTED - 1 HOUR		\$100.00
INDIAN EDUCATION CULTURAL PRESENTER NON-CONTRACTED - FULL DAY		\$300.00
INDIAN EDUCATION CULTURAL PRESENTER RETIRED/CONTRACTED - 1/2 HOUR		\$60.00
INDIAN EDUCATION CULTURAL PRESENTER RETIRED/CONTRACTED - 1 HOUR		\$120.00
INDIAN EDUCATION CULTURAL PRESENTER RETIRED/CONTRACTED - FULL DAY		\$360.00
<b>JANE PHILLIPS ELEMENTARY SCHOOL IMPROVEMENT GRANT (Project Code 515)</b>		
CSI/CIP LEADERSHIP TEAM COLLABORATION (After School)	\$25.00	
CSI PROFESSIONAL DEVELOPMENT FOR CERTIFIED STAFF (After School)	\$15.00	
CSI PROFESSIONAL DEVELOPMENT FOR CERTIFIED STAFF (outside of contracted hours, Rev. 6/1/2021)		\$100/day
CSI TRAINING FOR CLASSIFIED STAFF		Employee's hourly rate
<b>PROFESSIONAL DEVELOPMENT (PD) &amp; TRAINING</b>		
DISTRICT LEVEL TRAINING FOR JANUARY / FEBRUARY INSERVICE WORKSHOPS - PREPARATION AND PRESENTATION (Executive Director Approved, revised 6/1/2021)		\$60 flat rate per one hour workshop
ELEMENTARY PLTW LAUNCH LEADERSHIP TEAM MEMBER (revised 6/1/2021)		\$500 per year
PD PREPARATION OUTSIDE OF CONTRACTED HOURS (max. time is 1/2 presentation time, rev.6/1/2021)	\$40.00	
STAFF DEVELOPMENT PRESENTATION (outside of contracted hours, rev. 6/1/2021)	\$40.00	
REQUIRED TRAINING ATTENDANCE FOR CLASSIFIED STAFF		Employee's hourly rate
TRAINING ATTENDANCE FOR CERTIFIED STAFF (outside of contracted hrs, revised 6/1/2021)		\$100/day,\$50/half-day
<b>SPECIAL SERVICES</b>		
HOMEBOUND / HOMEBASED TEACHER (added 4/16/2018)	\$25.00	
OCCUPATIONAL THERAPIST (increased 7/20/2020)	\$65.00	
PHYSICAL THERAPIST (ADDITIONAL COMPENSATION)		\$4,735.00
PHYSICAL THERAPIST EXTENDED SCHOOL YEAR	\$40.00	

PHYSICAL THERAPIST CONTRACTED (added 7/20/2020)	\$65.00	
SPECIAL EDUCATION TRAINER - CERTIFIED		\$1,000.00
SPEECH THERAPIST (increased 7/20/2020)	\$65.00	
SPEECH THERAPIST EXTENDED SCHOOL YEAR	\$35.00	
WORK SITE LEARNING (for Student Workers Reimbursed thru VocRehab - changed 8/17/09)		minimum wage
<b>SUMMER SCHOOL</b>		
BRUIN ACADEMY SUMMER SCHOOL TEACHER (revised 6/1/2021)	\$25.00	\$40.00 COVID-19 Rate
EXTENDED SCHOOL YEAR COORDINATOR (per session)		\$500.00
EXTENDED SCHOOL YEAR TEACHER (certified) (Includes +5%) (revised 6/1/2021)	\$26.25	\$42.00 COVID-19 Rate
EXTENDED SCHOOL YEAR ASSISTANT CONTRACTED DURING YEAR (revised 6/1/2021)		Employee's Hourly Rate (+\$5/hr for COVID-19 Rate)
EXTENDED SCHOOL YEAR ASSISTANT NOT CONTRACTED DURING YEAR		Grade P Step 0
MENTOR TEACHER		\$500.00
MIDDLE SCHOOL SUMMER SCHOOL TEACHER (revised 6/1/2021)	\$25.00	\$40.00 COVID-19 Rate
REGIONAL SUMMER SCHOOL SECRETARY (BHS)		Employee's hourly rate
REGIONAL SUMMER SCHOOL TEACHER (BHS) (revised 6/1/2021)	\$25.00	\$40.00 COVID-19 Rate
SUMMER BOOST / PROGRAM ASSISTANT (Elementary) (revised 6/1/2021)		Employee's hourly rate (+\$5/hr for COVID-19 Rate) or \$8.33 for non-contracted
SUMMER BOOST / PROGRAM TEACHER (Elementary) (revised 6/1/2021)	\$25.00	\$40.00 COVID-19 Rate
SUMMER BOOST ADMINISTRATOR SUBSTITUTE (revised 6/1/2021)	\$37.50	\$40.00 COVID-19 Rate
SUMMER PROGRAM COORDINATOR		\$500.00
TUTORING - SUMMER SCHOOL VIRTUAL - CERTIFIED TEACHER (added 6/1/2021)		\$40.00 COVID-19 Rate
<b>SUPPORT SERVICES</b>		
MEDICATION DISPENSING (limit 2 per site)		\$250.00 per year
SECURITY (increased 6/9/2016)	\$25.00	
VOLUNTEER COORDINATOR FOR DISTRICT		\$2000 per year
<b>TECHNOLOGY</b>		
CHROMEBOOK DISTRIBUTION - Certified	\$20.00	
CHROMEBOOK DISTRIBUTION - Classified		Employee's hourly rate
SCHOOL WEBMASTER (increased 6/9/2016)		\$1,000.00 per year
<b>TRANSPORTATION</b>		
SUBSTITUTE BUS DRIVERS/NON-CONTRACTED ACTIVITY DRIVERS		Grade O Step 19
TEACHER/SPONSOR BUS DRIVER IN DISTRICT (added 11/17/08)		\$20.00 per week
TEACHER/SPONSOR BUS DRIVER OUT OF DISTRICT (added 11/17/08)		\$20.00 per trip

<b>ATHLETICS AND ACTIVITIES</b>	<b>Set Rate or OT</b>	
ANNOUNCER JV, 8th & 9th (revised 6/1/2021)		\$25.00
ANNOUNCER VARSITY (revised 6/1/2021)		\$60.00
CHAIN CREW JV, 8th & 9th		\$10.00
CHAIN CREW VARSITY (revised 6/1/2021)		\$30.00
CLOCK KEEPER JV, 8th & 9th (revised 6/1/2021)		\$25.00
CLOCK KEEPER VARSITY (revised 6/1/2021)		\$40.00
CONCESSION MANAGER (revised 6/1/2021)	\$20.00	
CONCESSION WORKER VARSITY (revised 6/1/2021)	\$15.00	
EVENT MANAGER (revised 6/1/2021)		\$90.00
EVENT SUPERVISION (revised 6/1/2021)		\$75.00
SCORE KEEPER JV, 8th & 9th (revised 6/1/2021)		\$25.00
SCORE KEEPER VARSITY (revised 6/1/2021)		\$35.00
TICKET/PASS WORKERS VARSITY (revised 6/1/2021)	\$12.00	
TRAFFIC CONTROL VARSITY (revised 6/1/2021)		\$50.00
TICKET SUPERVISOR VARSITY (revised 6/1/2021)		\$50.00
TICKET/PASS WORKERS JV, 8th & 9th (revised 6/1/2021)	\$12.00	
USHER (revised 6/1/2021)		\$12.00
VIDEO/SOUND WORKER (revised 6/1/2021)		\$50.00

**AMENDMENT TO BARTLESVILLE PUBLIC SCHOOLS 457(B) PLAN (the “Plan”)**

WHEREAS, Independent School Dist #30 of Washington County, Oklahoma (the “Employer”) maintains the Bartlesville Public Schools 457(b) Plan (the “Plan”) for its employees;

WHEREAS, Independent School Dist #30 of Washington County, Oklahoma has decided that it is in its best interest to amend the Plan;

WHEREAS, Section 14.01(b) of the Plan authorizes the Employer to amend the selections under the Bartlesville Public Schools 457(b) Plan Adoption Agreement.

NOW THEREFORE BE IT RESOLVED, that the Bartlesville Public Schools 457(b) Plan Adoption Agreement is amended as follows. The amendment of the Plan is effective as of 7-1-2021.

1. The Trustee Declaration Page has been modified. The modified Trustee Declaration Page is attached to this Amendment.

**TRUSTEE DECLARATION**

**Effective date of Trustee Declaration:** 7-1-2021

**Trustee Investment Powers**

- (a) **Discretionary**
- (b) **Nondiscretionary**
- (c) **No Trustee.** Plan is funded exclusively with custodial accounts, annuity contracts, and/or insurance contracts (see Section 12.12 of Plan)
- (d) **Determined under a separate trust agreement.**

**Name of Trustee:** \_\_\_\_\_

**Title of Trust Agreement:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Description of any special Trustee powers:** \_\_\_\_\_

**Trustee Signature.** By signing this Declaration, the Trustee agrees to the duties, responsibilities and liabilities imposed on the Trustee by the Basic Plan Document and this Agreement.

Preston Birk

*(Print name of Trustee)*



*(Signature of Trustee or authorized representative)*

6-3-21

*(Date)*

**EMPLOYER SIGNATURE PAGE**

**PURPOSE OF EXECUTION.** This Signature Page is being executed to effect:

- (a) The adoption of a **new plan**, effective \_\_\_\_\_ [insert Effective Date of Plan].
- (b) The **restatement** of an existing plan, effective \_\_\_\_\_ [insert Effective Date of Plan].
  - (1) Name of Plan(s) being restated: \_\_\_\_\_
  - (2) The original effective date of the plan(s) being restated: \_\_\_\_\_
- (c) An **amendment** of the Plan. If this Plan is being amended, the updated pages of the Adoption Agreement may be substituted for the original pages in the Adoption Agreement. All prior Employer Signature Pages should be retained as part of this Adoption Agreement.
  - (1) Identify the section(s) of the Adoption Agreement being amended: Trustee Declaration
  - (2) Effective Date(s) of such changes: 7-1-2021

[Note: It is recommended that the Employer consult with legal counsel before executing this Agreement.]

Independent School Dist #30 of Washington County, Oklahoma

(Name of Employer)

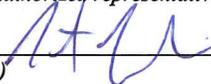
Preston Birk

(Name of authorized representative)

Chief Executive Office

(Title)

(Signature)



6-3-21

(Date)

REQUEST FOR APPROVAL OF STATE AID AND/OR FEDERAL FUNDS FOR SCHOOLS  
Child Nutrition Fund

S.A.&I. 307 (1990)

SCHOOL DISTRICT NO. 30

6/21/2021

To the County Clerk of

Washington

County, State of Oklahoma:

We, the undersigned duly qualified and acting officers of the Governing Board of the aforementioned school district of said County and State hereby certify that the notice of approval of the following State and/or Federal funds has been received and is currently on file in the school's business office.

1. <u>Local, state, and federal lunch revenues</u>	\$	456,000.00
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		
7. _____		
8. _____		
9. _____		
10. _____		
11. _____		
12. _____		
13. _____		
14. _____		
Total	\$	456,000.00

We further certify that these funds are in addition to and in excess of the State and/or Federal funds previously appropriated for the school district. We, therefore, request that the school's appropriations be increased by the following amounts:

PURPOSE OR ITEM OF APPROPRIATION	Prior Approved Appropriations	Requested Application Of Funds	Current Approved Appropriations	Added by County Clerk
1. Current Expense	3,025,221.90	456,000.00	3,481,221.90	456,000.00
2. Interest Reserve				
3. Grand Total	3,025,221.90	456,000.00	3,481,221.90	456,000.00

Submitted, by order of the Board, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
 President of the Board

\_\_\_\_\_  
 Clerk

CERTIFICATE OF COUNTY CLERK

STATE OF OKLAHOMA, COUNTY OF WASHINGTON, ss:

I, the duly qualified and acting County Clerk in and for the said County and State, do hereby certify that I have added the requested amounts to the appropriations of the school district in the manner requested by the School's Board of Education.

Done at \_\_\_\_\_ Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

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

(SEAL)

By \_\_\_\_\_ Deputy

**Child Nutrition Fund  
Supplement 1 - 2016-17**

	Budget	Actual	Difference	Supplement 1
1312 Interest		951.73	951.73	
1710 Student lunches	1,503,633.39	1,593,896.98	90,263.59	80,000.00
1720 A La Carte		44,715.30		
1730 Adult lunches	17,786.46	18,830.62	1,044.16	
1790 Other sales		50,832.00	50,832.00	27,000.00
1793 Guest lunches		898.12	898.12	
3250 FBA	200,000.00	167,809.30	(32,190.70)	
3720 State matching	30,654.34	33,614.45	2,960.11	
4710 Federal matching - lunch	1,112,584.62	1,281,086.60	168,501.98	166,000.00
4720 Federal matching - breakfast	244,575.50	283,974.36	39,398.86	37,000.00
5120		3,000.00	3,000.00	
			-	
	3,109,234.31	3,479,609.46	325,659.85	310,000.00
Carryover	148,647.07	148,647.07		
Total Appropriations	3,257,881.38	3,628,256.53		



t 405.235.3413 • f 405.235.2807  
5657 N. CLASSEN BOULEVARD, SUITE 100 • OKLAHOMA CITY, OK 73118

## AGREEMENT FOR BOND COUNSEL SERVICES

### INDEPENDENT SCHOOL DISTRICT NO. 30 OF WASHINGTON COUNTY, OKLAHOMA GENERAL OBLIGATION BONDS AND/OR LEASE REVENUE OBLIGATIONS

THIS AGREEMENT is entered into as of June 21, 2021, by and between THE PUBLIC FINANCE LAW GROUP PLLC (“PFLG”), and INDEPENDENT SCHOOL DISTRICT NO. 30 OF WASHINGTON COUNTY, OKLAHOMA (the “District”), a political subdivision of the State of Oklahoma, as follows:

#### RECITALS

WHEREAS, the District desires to engage PFLG as bond counsel in connection with the financing of certain capital projects authorized at a previously held election on August 13, 2019 (the “2019 Election”), as well as in connection with the financing of certain capital projects proposed for approval at an election to be held on August 10, 2021 (the “2021 Election”), all along with related costs (collectively, the “Projects”); and

WHEREAS, to finance all or a portion of the costs of the Projects, the District intends to issue one or more series of its General Obligation Bonds as may be authorized pursuant to the 2019 Election and/or the 2021 Election (collectively, the “Bonds”); and

WHEREAS, the District further acknowledges that it may in the future consider one or more transactions whereby the District, or a public trust on behalf of the District, issues lease purchase obligations (the “Lease Purchase Obligations”) to construct portions of certain Projects, which obligations will be retired with the proceeds of the Bonds based upon the acquisition of all or distinct portions of the Projects being acquired by the District; and

WHEREAS, the issuance of Bonds and Lease Purchase Obligations shall be referred to collectively as the “Financing Plan”; and

WHEREAS, PFLG possesses the necessary professional capabilities and resources to provide the legal services required by District as described in this Agreement.

#### AGREEMENTS

##### **1. Scope of Services.**

A. *Bond Counsel Services.* PFLG will render the following services as bond counsel to the District:

- (1) Consultation with representatives of the District, including the Superintendent, the legal, financing and accounting staff, financial advisors, and others, with respect to the timing, terms and legal structure of the proposed Financing Plan.
- (2) Furnish full directions of all steps necessary to be taken by the District in compliance with the constitution and statutes of the State of Oklahoma for the proposed issuance of each series of Bonds and/or for the issuance of any Lease Purchase Obligations by the District or a public trust on behalf of the District.
- (3) Provide and furnish forms, outlines of procedure, resolutions or ordinances necessary for the issuance of such Bonds and/or the Lease Purchase Obligations (collectively, the "Financing Documents").
- (4) Review of documentation with respect to any letter of credit or bond insurance policy provided in connection with a Financing, if any.
- (5) Attendance at such meetings or hearings of the District and working group meetings or conference calls as the District may request, and assistance to the District staff in preparation of such explanations or presentations to the governing body of the District as they may request.
- (6) Preparation of final closing papers to be executed by the District required to effect delivery of each series of Bonds and/or Lease Purchase Obligations and coordination of the Bond and/or Lease Purchase Obligation closings, including seeking the approval of each series of Bonds by the Attorney General of the State of Oklahoma.
- (7) In connection with the closing of any series of Bonds, to furnish at least four (4) transcripts of the entire proceedings, one of which shall be filed with the Attorney General of Oklahoma, the Washington County District Attorney, one of which shall be filed with the Clerk of the District, and one of which shall accompany the Bonds.
- (8) Rendering of bond counsel's customary final legal opinion on the validity of the Bonds and/or the Lease Purchase Obligations and, with respect to any tax-exempt obligations, the exemption from gross income for federal income tax purposes and from Oklahoma personal income tax of interest thereon.

PFLG and the District acknowledge that the District shall be represented by the District's attorney (also referred to as "Legal Counsel") for the purpose of rendering day-to-day and ongoing general counsel legal services. PFLG shall circulate documents to and coordinate its services with Legal Counsel to the extent requested by the District or its Legal Counsel.

PFLG and the District further acknowledge that the District shall be represented by Municipal Finance Services, Inc., a municipal advisor pursuant to the terms of SEC Rule 15Ba1-1 (referred to herein as an "Independent Registered Municipal Advisor" or "IRMA"). PFLG is a firm of attorneys who provide legal advice or services of a traditional legal nature to a client, and PFLG and its attorneys do not represent themselves to be a financial advisor or financial expert. Therefore, PFLG is excluded from the definition of Municipal Advisor, and PFLG does not intend

to provide any advice with respect to municipal financial products or the issuance of municipal securities outside of the scope of traditional legal services and advice customarily rendered by bond counsel in public finance transactions. Notwithstanding the foregoing, in the event certain advice may be construed as beyond the scope of traditional legal services, the District specifically acknowledges that PFLG may avail itself of the IRMA exemption under SEC Rule 15Ba1-1 on the basis that (i) the District is represented by an Independent Registered Municipal Advisor not associated with PFLG, (ii) the District hereby advises PFLG that the District is represented by and will rely on the advice of its duly retained Independent Registered Municipal Advisor, and (iii) the District has been advised that PFLG is not a municipal advisor and PFLG owes no federal statutory fiduciary duty to the District.

In rendering opinions and performing legal services under this Agreement, PFLG shall be entitled to rely on the accuracy and completeness of information provided, certifications made by, and opinions provided by counsel to, the District, the Independent Registered Municipal Advisor, property owners and other parties and consultants, without independent investigation or verification.

PFLG's services are limited to those specifically set forth above. PFLG's services do not include representation of the District or any other party to the transaction in any litigation or other legal or administrative proceeding involving the Bonds and/or Lease Purchase Obligations, the Project or any other matter. PFLG's services also do not include any responsibility for compliance with state blue sky, environmental, land use, real estate or similar laws or for title to or perfection of security interests in real or personal property. PFLG will not be responsible for preparing, reviewing, or opining with respect to the District's Official Statement and/or any Continuing Disclosure Undertakings for any Bonds and/or Lease Purchase Obligations, including but not limited to the accuracy, completeness or sufficiency of the Official Statement, Continuing Disclosure Undertaking, or other offering material relating to any Bonds and/or Lease Purchase Obligations. PFLG's services do not include any financial advice or analysis. PFLG will not be responsible for the services performed or acts or omissions of any other participant. Also, PFLG's services will not extend past the date of issuance of the Bonds and/or Lease Purchase Obligations and will not, for example, include services related to rebate compliance or continuing disclosure or otherwise related to the Bonds and/or Lease Purchase Obligations, proceeds of any financing, or the Project after issuance of the Bonds and/or Lease Purchase Obligations.

## **2. Compensation and Reimbursements.**

A. *Compensation for Bond Counsel Services.* For services as bond counsel to the District, PFLG shall be paid a fixed fee at the time of issuance of the Bonds and/or Lease Purchase Obligations as follows:

- (i) General Obligation Bonds. One half of one percent (0.5%) of the par amount of each series of Bonds issued, subject to a minimum fee of \$17,500, and a maximum fee of \$45,000.00, for each series of Bonds issued pursuant to the 2019 Election authorization and/or the 2021 Election authorization.

- (ii) Lease Purchase Obligations. One half of one percent (0.5%) of the par amount of each series of Lease Purchase Obligations issued pursuant to the 2019 Election authorization and/or the 2021 Election authorization.

B. *Expenses.* PFLG shall also be paid a fixed amount of \$2,500.00 to cover expenses and transcript production and distribution in connection with each series of Bonds and/or Lease Purchase Obligations, provided, that any filing, publication, recording or printing costs or similar third party costs required in connection with each series of Bonds and/or Lease Purchase Obligations shall be paid directly by the District, but if paid by PFLG on behalf of the District, shall be reimbursed to PFLG on demand.

C. *Payment.* Fees and expenses shall be payable by the District at the time of issuance of the Bonds and/or Lease Purchase Obligations. Payment of all fees and expenses hereunder shall be made at closing from proceeds of the Bonds and/or Lease Purchase Obligations and shall be entirely contingent upon issuance of the Bonds and/or Lease Purchase Obligations.

D. *Term of Engagement.* This Agreement shall remain in full force and effect through and including June 30, 2022, and shall be on a year-to-year basis automatically renewed for additional one-year periods on July 1 of each year until such time as all of the Bonds authorized in the Election shall be issued or this Agreement shall be otherwise terminated as provided herein.

E. *Termination of Agreement and Legal Services.* This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by the District, shall, at the option of the District, become its property and shall be delivered to it or to any party it may designate; provided that PFLG shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by the District, PFLG shall be paid for all satisfactory work, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. If not sooner terminated as aforesaid, this Agreement and all legal services to be rendered under it shall terminate upon issuance of the Bonds and/or Lease Purchase Obligations; provided that the District shall remain liable for any unpaid compensation or reimbursement due under Section 2 hereof. Upon termination, PFLG shall have no future duty of any kind to or with respect to the Bonds and/or Lease Purchase Obligations or the District.

### **3. Nature of Engagement; Relationships With Other Parties.**

The role of bond counsel, generally, is to prepare or review the procedures for issuance of bonds, notes, or other evidence of indebtedness and to provide an expert legal opinion with respect to the validity thereof and other subjects addressed by the opinion. Consistent with the historical origin and unique role of such counsel, and reliance thereon by the public finance market, PFLG's role as bond counsel under this Agreement is to provide an opinion and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

In performing its services in connection with the Bonds and/or Lease Purchase Obligations, PFLG will act as special counsel to the District with respect to issuance of the Bonds and/or Lease Purchase Obligations; i.e., PFLG will assist the District's Legal Counsel in representing District but only with respect to validity of the Bonds and/or Lease Purchase Obligations and the Financing Documents, and the tax status of interest on the Bonds and/or Lease Purchase Obligations, in a manner not inconsistent with the role of bond counsel described above.

The District acknowledges that PFLG regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, PFLG has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the Financing Plan or the Project or that may be involved with or adverse to the District in this or some other matter. PFLG agrees not to represent any such entity in connection with the Financing Plan, during the term of this Agreement, without the consent of the District. Given the special, limited role of bond counsel described above, the District acknowledges that no conflict of interest exists or would exist, and waives any conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of this Agreement or any such other attorney-client relationship that PFLG may have had, have or enter into, and the District specifically consents to any and all such relationships.

**4. Limitation of Rights to Parties; Successor and Assigns.**

Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than the District and PFLG any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of the District and PFLG.

PFLG may not assign its obligations under this Agreement without written consent of the District except to a successor partnership or corporation to which all or substantially all of the assets and operations of PFLG are transferred. The District may assign its rights and obligations under this Agreement to (but only to) any other public entity that issues the Bonds and/or Lease Purchase Obligations (if not the District). The District shall not otherwise assign its rights and obligations under this Agreement without written consent of PFLG. All references to PFLG and the District in this Agreement shall be deemed to refer to any such successor of PFLG and to any such assignee of the District and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

**5. Counterparts.**

This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

**6. Notices.**

Any and all notice pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

PFLG:

The Public Finance Law Group PLLC  
5657 N. Classen Boulevard, Suite 100  
Oklahoma City, OK 73118  
Attention: Allan A. Brooks, III or Nathan D. Ellis

DISTRICT:

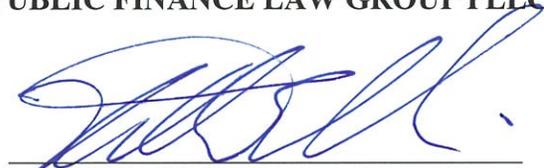
Independent School District No. 30 of Washington County, Oklahoma  
1100 SW Jennings Ave.  
Bartlesville, OK 74003  
Attention: Superintendent

[Remainder of Page Left Blank Intentionally]

The District and PFLG have executed this Agreement by their duly authorized representatives as of the date provided above.

**THE PUBLIC FINANCE LAW GROUP PLLC**

By:



\_\_\_\_\_  
Nathan D. Ellis, Esq.

**INDEPENDENT SCHOOL DISTRICT NO. 30  
OF WASHINGTON COUNTY, OKLAHOMA**

By:

\_\_\_\_\_  
Title: President, Board of Education  
Date: June 21, 2021

(SEAL)

ATTEST:

By:

\_\_\_\_\_  
Clerk, Board of Education

June 21, 2021

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered by and among MUNICIPAL FINANCE SERVICES, INC. ("MFSOK") and the INDEPENDENT SCHOOL DISTRICT NUMBER 30, WASHINGTON COUNTY, OKLAHOMA (Bartlesville Board of Education), Bartlesville, Oklahoma (the "Client").

The Client desires to engage MFSOK and agrees as follows:

### *I. Scope of Services.*

Some or all of the following services listed below shall be provided under this Agreement and pertain to the Client's new and outstanding debt obligations, including general obligation bonds and lease financings (the "Issues"). Some of these services may be non-municipal advisor services. The Client designates MFSOK as the Client's independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA Exemption").

#### A. New Issue and Refunding of Existing Client Issues

1. Assist Client with bond planning that includes compliance with Oklahoma Constitutional Debt Cap and Client's mill levy target.
2. Evaluate options or alternatives with respect to the proposed new Issue.
3. Provide financial analysis to the Client to assist in understanding the benefits, costs, and risks of the proposed new Issue.
4. Review recommendations made by other parties to the Client.
5. Assist Client in preparing a plan of finance.
6. Advise Client on structure, terms and timing of the proposed new Issue.
7. Prepare financing schedule.
8. Attend meetings as requested by the Client.
9. Assist the Client in preparation of their notices of sale, instructions to bidders, or official statements, as appropriate.
10. Coordinate as appropriate with Client staff, legal representatives, government agencies, accountants, auditors, engineers, consultants, rating agencies, banks, lenders, placement agents, trustees, paying agents, escrow agents, bond insurers and other credit enhancers, to facilitate the plan of finance.
11. If new Issue is a competitive bond sale, assist Client in collecting and analyzing bids submitted by underwriters and selecting the winning bidder.
12. Assist Bond Counsel in the preparation of the Transcript of Proceedings for submission to the Oklahoma Attorney General for review and approval
13. Coordinate closing of the new Issue with Client and other parties.
14. Review Client's Estimate of Needs to be submitted to County.
15. Evaluate potential refunding opportunities on outstanding Issues.

B. Continuing Disclosure Assistance

1. Assisting the Client annually in compiling the financial information and operating data set forth in their Continuing Disclosure Agreement ("CDA") included in any Official Statement; and
2. If necessary, assisting the Client in preparing their "Failure to File Notice" should documents not be available for filing within the prescribed time frame designated in the CDA; and
3. Upon request, assisting the Client in their submission of the aforementioned information to the Electronic Municipal Marketplace Access system ("EMMA").

MFSOK and the Client acknowledge that the Client will engage Bond Counsel and other legal service providers under separate contracts. MFSOK may rely on opinions and advice from legal representatives of the Client and will not be held responsible for any legal advice, directly or indirectly, rendered by the legal representatives.

Neither MFSOK as Municipal Advisor nor its Municipal Advisor Representatives are licensed to engage in the practice of law and, consequently, will offer no legal advice. None of the fee for services under this Agreement relates to legal services. If such legal services are necessary, it shall be the responsibility of the Client to obtain them.

MFSOK's services are limited to those specifically set forth herein.

II. Compensation and Reimbursements

- A. General Obligation Bonds. MFSOK shall be paid at the time of closing a fee calculated as follows:

½ of 1% of the par amount of each series of bonds issued

Maximum fee: \$45,000.00 for each series of bonds

Minimum fee: \$17,500.00 for each series of bonds

- B. Lease Purchase Transactions. MFSOK shall be paid at the time of closing a fee calculated as follows:

½ of 1% of the par amount of each lease obligation issued

Minimum fee: \$17,500.00 for each series of bonds

- C. Compensation for Continuing Disclosure Assistance. MFSOK will receive a fee annually of \$3,500.00 for the services performed.

- D. Expenses for New Issues and Refunding Issues. MFSOK shall also be paid a fixed amount of \$2,500.00 per transaction to cover expenses incurred as part of the transaction, provided that any filing, publication, recording or printing costs or similar third-party costs required in connection with the Issue shall be paid directly by the Client.

- E. Payment and Contingency for New Issues and Refunding Issues. Payment for all fees and expenses shall be made at closing from proceeds of the Issue or from other available funds of the Client and shall be contingent upon closing of the Issue.

III. Term and Termination

- A. Term of Agreement. Unless otherwise terminated as provided herein, this Agreement shall be in force and effect for Fiscal Year Ending June 30, 2022.

- B. Termination of Agreement and Services. This Agreement and all services to be rendered hereunder may be terminated at any time by written notice from either party, with or without cause, with at least thirty (30) days' notice. In that event, all finished and unfinished documents prepared for the Client, shall, at the option of Client, become its property and shall be delivered to it or any party it may designate, provided that MFSOK shall have no liability whatsoever for any subsequent use of such documents.

***IV. Successors and Assigns***

MFSOK may not assign its obligations under this Agreement without the written consent of Client except to a successor partnership or corporation to which all or substantially all of the assets and operations of MFSOK are transferred. Client may assign its rights and obligations under this Agreement to (but only to) any other public entity that incurs the loan. Client shall not otherwise assign its rights and obligations under this Agreement without written consent of MFSOK. All references to MFSOK and Client in this Agreement shall be deemed to refer to any successor of MFSOK and to any such assignee of Client and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

***V. Municipal Advisor Registration and Acknowledgement***

Pursuant to Municipal Securities Rulemaking Board Rule (MSRB) G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal advisory client and/or obligated person clients which include the following:

Municipal Finance Services, Inc. is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission (SEC) and the MSRB. MFSOK is also registered as an Investment Advisor with the State of Oklahoma.

Within the MSRB website at [www.msrb.org](http://www.msrb.org), the Client may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

***VI. Conflict of Interest Statement***

As of the date of this agreement, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client. During the diligence process, MFSOK has determined that no material conflict of interest has been identified, however, would like to provide the following disclosures:

MFSOK serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another MFSOK client. For example, MFSOK serves as municipal advisor to other clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, MFSOK could potentially face a conflict of interest arising from these competing client interests. MFSOK fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with its clients.

The compensation arrangement included in Section II includes a component that is based on the size and completion of a transaction. Consistent with certain regulatory requirements, MFSOK hereby discloses that such contingent and/or transactional compensation presents a conflict of interest, because it may cause MFSOK to recommend a transaction that is unnecessary or in a size that be larger than is necessary. This may be viewed as a conflict of interest regarding our ability to provide unbiased advice to enter into such transaction. This viewed conflict of interest will not impair MFSOK's ability to render unbiased and competent advice or to fulfill its fiduciary duty. The fee paid to MFSOK increases the cost of borrowing to the Client. The increased cost occurs from compensating MFSOK for municipal advisory services provided.

If MFSOK becomes aware of any other actual or potential conflict of interest not mentioned above during this agreement, MFSOK will promptly provide the Client a supplement written disclosure with sufficient details of the change, if any, which will allow the Client to evaluate the situation.

***VII. Legal Events and Disciplinary History***

A regulatory disclosure action has been made on MFSOK's Form MA and on Form MA-I for two of MFSOK's municipal advisory personnel relating to a 2017 U.S. Securities and Exchange Commission ("SEC") order. The details of which are available in Item 9; C (2), C (4), C (5) and the corresponding regulatory action DRP section on Form MA and Item 6: C (2), C (4), C (5), C (6) and the corresponding regulatory action DRP section on Form MA-I for both Rick A. Smith and Jon Wolff. In addition, the Oklahoma Department of Securities adopted the above proceedings which are identified in Item 9; D (2), D (4) and the corresponding regulatory action DRP section on Form MA.

The Client may electronically access MFSOK's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

[www.sec.gov/edgar/searchedgar/companysearch.html](http://www.sec.gov/edgar/searchedgar/companysearch.html).

There has been no change to any legal or disciplinary event that has been disclosed on MFSOK's SEC registration for MA filings since December 18, 2017.

***VIII. Fiduciary Duty***

MFSOK is registered as a Municipal Advisor with the SEC and MSRB. As such, MFSOK has a Fiduciary duty to the Client and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

Duty of Care:

- A. exercise due care in performing its municipal advisory activities;
- B. possess the degree of knowledge and expertise needed to provide the Client with informed advice;
- C. make a reasonable inquiry as to the facts that are relevant to the Client's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the Client; and
- D. undertake a reasonable investigation to determine that MFSOK is not forming any recommendation on materially inaccurate or incomplete information; MFSOK must have a reasonable basis for:
  - a. any advice provided to or on behalf of the Client;
  - b. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the Client, any other party involved in the municipal securities transaction or municipal financial product, or investors in the Client's securities; and
  - c. any information provided to the Client or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

MFSOK must deal honestly and with the utmost good faith with the Client and act in the Client's best interests without regard to the financial or other interests of MFSOK. MFSOK will eliminate or provide full and fair disclosure (included herein) to Client about each material conflict of interest (as applicable). MFSOK will not engage in municipal advisory activities with the Client as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the Client's best interests. As of the date of receipt of this attachment, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Client.

**IX. Recommendations**

If MFSOK makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the Client and is within the scope of the engagement, MFSOK will determine, based on the information obtained through reasonable diligence of MFSOK whether a municipal securities transaction or municipal financial product is suitable for the Client. In addition, MFSOK will inform the Client of:

- A. the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- B. the basis upon which MFSOK reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the Client; and
- C. whether MFSOK has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the Client's objectives.

If the Client elects a course of action that is independent of or contrary to the advice provided by MFSOK, MFSOK is not required on that basis to disengage from the Client.

**X. Record Retention**

Pursuant to SEC, MSRB and the Oklahoma Department of Securities record retention regulations, Municipal Finance Services, Inc. will maintain in writing, all communication and created documents between Municipal Finance Services, Inc. and the Client for six (6) years.

**Notices**

Any and all notices pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

**MFSOK:**

Municipal Finance Services, Inc.  
Attn: Jon Wolff, Vice President  
P.O. Box 747  
Edmond, OK 73083-0747

**CLIENT:**

Independent School District Number 30  
Washington County, Oklahoma

Attn: Chief Financial Officer  
P.O. Box 1357  
Bartlesville, OK 74005-1357

**Acceptance**

If there are any questions regarding the above, please do not hesitate to contact MFSOK. If the foregoing terms meet with your approval, please indicate your acceptance by executing all original copies of this letter and keeping one copy for your file.

By signing this agreement, the Client acknowledges the provisions set forth in the agreement and understands its respective rights, duties, and responsibilities. Furthermore, the Scope of Services contained herein have been reviewed and are hereby approved. In addition, the Client acknowledges receipt of the Form ADV Part 2A Brochure and Part 2B Brochure Supplement.

Client and MFSOK have entered into this Agreement by the duly authorized representatives which was approved on June 21, 2021 at a meeting duly called and held in full compliance with the Oklahoma Open Meeting Act.

MUNICIPAL FINANCE SERVICES, INC.

By: \_\_\_\_\_  
Jon G. Wolff, Vice President

INDEPENDENT SCHOOL DISTRICT NUMBER 30  
WASHINGTON COUNTY, OKLAHOMA  
(BARTLESVILLE BOARD OF EDUCATION)

By: \_\_\_\_\_  
Title: President, Board of Education

ATTEST:

\_\_\_\_\_  
Clerk, Board of Education

(SEAL)

## AGREEMENT

THIS AGREEMENT is made this   21st   day of June, 2021 by and between **INDEPENDENT SCHOOL DISTRICT NO. 30 OF WASHINGTON COUNTY, OKLAHOMA a/k/a Bartlesville Public Schools** (School District) and **K-9 NARCOTICS DETECTION, LLC (K9ND)**, an Oklahoma Corporation (Provider).

### RECITALS:

- A. School District desires to obtain drug sniffing dog services so that drug searches may be performed on school property.
- B. Provider desires to provide the drug sniffing dog services to the School District pursuant to the terms of this Contract.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein to be legally bound, the School District and Provider agree as follows:

1. Services: Provider agrees to provide an average of eight (8) hours of services per week for a total of 288 hours during the term of this Agreement. Regular search services will be provided at the locations and on dates to be set by the Superintendent or designee. In addition to regularly scheduled searches, the Provider agrees to respond, in emergencies or under special circumstances, within four (4) hours of receipt of a request for services from the Superintendent or the Superintendent's designee.
2. Compensation: The School District agrees to pay an annual fee of \$14,500 for Provider's services during the term of this Agreement. This fee shall be payable in ten (10) monthly installment payments of \$1,450 per month beginning on September 15, 2021. Services requested by the Superintendent in excess of 288 hours will be billed and paid at the rate of \$50 per hour per dog.
3. Areas and Duration of Searches: Each drug sniffing dog search shall last no longer than four (4) hours. The areas of School District property to be searched will be identified by the Superintendent or the Superintendent's designee. These areas may include, but are not limited to, student lockers, locker rooms, restrooms, parking areas, school yards and any other areas where prohibited substances could be stored, hidden, placed or be found
4. Drug Dog: Any drug sniffing dog that is used to provide services under this Agreement must conform to the following requirements:
  - a. The drug dog and the handler of the dog used must be properly certified under Oklahoma law;

- b. The drug dog will only be handled by the handler with whom the drug dog has been certified.
- c. The Provider must maintain proper training and working logs for the drug dog;
- d. The drug dog must be reliable in alerting only on prohibited substances;
- e. The handler of the drug dog must be reliable in recognizing alerts by the particular drug dog he/she is handling;
- f. The drug dog must have been trained using prohibited drugs and not using pseudo drugs;
- g. The drug dog must have been trained to only alert to the prohibited substances listed on attachment A: and
- h. The drug dog will be obedience trained, and lacking in vicious or aggressive behavior.
- i. The handler will Communicate with one or more of the following personnel:

LaDonna Chancellor, Jason Langham, Tiffany Holmes, Matt Hancock, Kevin Brown, Eliot Smith, Mandy Lumbley, Joseph Eidson, Michael Harp, Keri Gardner, Dianne Martinez, Ken Copeland, Chanda Myers, Tammie Krause, Rene Burns, Lola Imhoff, Morgan Axsom, Kerry Ickleberry, Stephanie Curtis, Staci Bankston and Chuck McCauley.

- 5. Reports: The provider shall submit a written report to the School District after each search when contraband is found. In addition, if the School District is involved in any type of a legal, administrative or other proceeding, included but not limited to, administrative hearings, due process hearing, mediation, arbitration or litigation, involving a search performed pursuant to this Agreement, the Provider agrees to voluntarily cooperate with School District free of charge, including but not limited to, providing documents, testimony or affidavits from Provider or any employees of Provider.
- 6. Terms: This contract is for the 2021 - 2022 school year only and will expire by its terms on June 30, 2022 unless either party gives 30-day notice of intent to discontinue. Failure to follow terms of this contract will be cause for immediate termination.

7. Billing: Provider shall submit a monthly invoice to the School District signed by the Provider setting out the monthly fee and providing a total of all hours spent on searches or other billable services for the month. Each invoice shall also contain a cumulative total of hours spent during the term of this Agreement.
8. Insurance and Indemnity: Before providing any service under this Agreement, Provider shall furnish the School District with a certificate of public liability insurance coverage, naming the School District as co-insured, in minimum amounts of \$125,000 for a single injury, \$1,000,000 for multiple injuries resulting from one occurrence and \$25,000 property damage coverage. The certificate shall require at least ten (10) days notice to the School District before cancellation of coverage for any reason. Provider agrees to maintain said liability coverage in force during the entire term of this Contract. In addition to such insurance, and not in lieu thereof, Provider agrees to indemnify and hold School District and its agents, employees and officers harmless (including defense costs) against any claim, demand or action arising from or growing out of Provider's performance of its services hereunder.
9. Execution: This instrument has been made and executed in Washington County, Oklahoma, and shall be interpreted, construed and enforced in accordance with the laws of the State of Oklahoma and before the courts of the State of Oklahoma.
10. Miscellaneous: This Agreement shall constitute the entire agreement of the parties, and may only be modified in a writing signed by both parties. Neither party shall assign this Agreement.

Executed this \_\_21st\_\_ day of June, 2021.

**ATTEST:**

**INDEPENDENT SCHOOL DISTRICT NUMBER 30  
Of Washington County, Oklahoma**

\_\_\_\_\_  
Clerk of the Board of Education

\_\_\_\_\_  
President of the Board of Education

“School District”

**K-9 Narcotics Detection LLC (K9ND)**

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

“Provider”

# ATTACHMENT A

## Prohibited Substances

1. Heroin
2. Cocaine
3. Marijuana
4. Methamphetamine

**Approval of Finance/Purchasing/Board assignments for the 2021-22 school year**

<b>Purchasing Agent</b>		Preston Birk	
<b>Assistant Purchasing Agent</b>		Stephanie Curtis	
<b>Treasurer</b>		Sara Vermeire	
<b>Assistant Treasurer</b>		Preston Birk	
<b>Minutes Clerk</b>		Laci Harris	
<b>Encumbrance Clerk</b>		Deborah Conway-Champon	
<b>Assistant Encumbrance Clerk</b>		Heather Allen	
<b>Activity Fund Custodian</b>		Sara Vermeire	
<b>Assistant Activity Fund Custodian</b>		Deborah Conway-Champon	

## Summary of insurance proposal for 2021-22

Our insurance agent, BancFirst, solicits annual proposals from insurance providers for both property and workers compensation coverage. We have attached selected pages from BancFirst's summary to support this summary.

### Property insurance

"Property" insurance includes coverage for buildings, equipment, autos, general liability, school board legal liability, and cyber liability. Unfortunately, there are only two companies that offer this coverage in the State of Oklahoma at a competitive price: 1) Oklahoma Schools Insurance Group "OSIG", and 2) Oklahoma Schools Risk Management Trust "OSRMT". As of July 1, 2021, OSRMT will cease operations, so they will not be covering schools any longer.

Since OSIG is our only option, BancFirst asked them to prepare price options based on proposed changes in deductibles. As show on the attached page 7, the proposed premium of \$630,923 is \$141,400 higher than the 2020-21 amount assuming the same deductibles. The district has the opportunity to reduce the proposed premium by adjusting our deductibles for either All Other Perils "AOP" or Wind and Hail "W&H" or both. The potential savings from changing our deductibles are show on page 7.

The first proposed revision would increase our W&H deductible by \$50,000 resulting in a premium savings of \$31,963. We believe this is certainly a good trade off. Raising the AOP deductible from \$200k to \$250k would give us the same savings as raising the W&H deductible. Considering the fact that our Building Fund balance will likely increase by approximately \$250,000 next year would allow us to cover the increased deductibles, if needed. Taking full advantage of the increased deductibles will result in raising our annual premium for property coverage by \$109,437. We recommend raising our All Other Perils deductible to match the W&H that we increased last year, to minimize our premium increases.

### Workers Compensation insurance

BancFirst received four proposals for workers compensation coverage. As shown on page 8 attached, LUBA was the lowest bidder. I met with our human resources staff to discuss these options. It is the consensus of the group that we would like to retain Zenith (non-dividend plan) as our W/C provider even though their premium is not the lowest. We have established a good and productive relationship with Zenith over the last few years and have been extremely happy with their service. Changing over to a new company would require a significant increase in our workload in the short-term.

AN INSURANCE PROPOSAL  
PREPARED FOR:

## Bartlesville Public Schools



PRESENTED BY:

**Aaron Reinhardt, AAI**  
**Sean Shadid, CPCU**



## About BancFirst Insurance Services

BancFirst Insurance Services, Inc. (BFINS) is the insurance division of BancFirst, Oklahoma's largest state chartered bank. Our relationship with BancFirst provides BFINS with unprecedented stability and financial strength. Utilizing the community footprint of BancFirst, our agents provide expertise and guidance throughout Oklahoma.

BFINS is a rapidly growing independent insurance agency dedicated to the highest standards of quality, integrity, and expertise. As an independent insurance agency, BFINS represents our customers, not a specific insurance carrier. With our business model, we review offerings from multiple carriers to find a provider that best fits the coverage, price, and service needs of our customer. Through this process we provide an insurance proposal as unique as the client we serve.

### Sample of BancFirst Insurance Clients

- *Union Public Schools*
- *Norman Public Schools*
- *Bixby Public Schools*
- *Yukon Public Schools*
- *Coweta Public Schools*
- *Collinsville Public Schools*
- *Stillwater Public Schools*
- *El Reno Public Schools*
- *Ft. Gibson Public Schools*
- *Muskogee Public Schools*
- *Shawnee Public Schools*
- *Tahlequah Public Schools*
- *Vinita Public School District*
- *The University of Tulsa*

## Service Team

Commercial Insurance Agents – Main Contact	
<b>Aaron Reinhardt, AAI</b>	<b>Sean Shadid, CPCU</b>
Direct: (918) 949-6718	Direct: (918) 949-6712
Cell: (918) 859-4043	Cell: (918) 704-7122
<a href="mailto:aaron.reinhardt@bancfirst.insurance">aaron.reinhardt@bancfirst.insurance</a>	<a href="mailto:sean.shadid@bancfirst.insurance">sean.shadid@bancfirst.insurance</a>
Account Executive – Secondary Contact and Main Processing Contact	
<b>Chris Orr, CPCU</b>	
Direct: (918) 949-6737	
<a href="mailto:chris.orr@bancfirst.insurance">chris.orr@bancfirst.insurance</a>	
Account Manager - Secondary Processing Contact	
<b>Christen Pulver</b>	
Direct: (918) 949-6705	
<a href="mailto:christen.pulver@bancfirst.insurance">christen.pulver@bancfirst.insurance</a>	
Claims Manager - Claims Contact	
<b>Don Holman, CPCU; AIC-M</b>	
Direct: (405) 600-1832	
Cell: (405) 317-0087	
<a href="mailto:don.holman@bancfirst.insurance">don.holman@bancfirst.insurance</a>	

### Additional BancFirst Insurance Resources

Terry McCullar , CPA – Operations Management Consultant

Jan Dumont – Human Resources Consultant

## State Insurance Program Analysis

As of June 7<sup>th</sup>, 2021 OSRMT has notified all 68 members that they will cease operations effective June 30<sup>th</sup> and will not offer any renewal or new business quotes moving forward. The below table was the annual analysis our agency performs and was done prior to this recent development.

INTERLOCAL COMPARISON as of 6/30/2020				
	OSRMT 2020	OSRMT 2019	OSIG 2020	OSIG 2019
TOTAL MEMBERS:	88	105	452	400
TOTAL ASSETS:	\$723,316	\$2,952,247	\$31,564,416	\$27,873,251
TOTAL LIABILITIES:	\$3,136,940	\$5,113,646	\$17,789,447	\$16,028,582
NET POSITION/SURPLUS:	(\$2,413,624)	(\$2,161,399)	\$13,774,969	\$11,844,669
Total Increase (Decrease) in NET POSITION:	(\$252,225)	(\$1,187,374)	\$1,930,300	\$636,217
TOTAL MEMBER CONTRIBUTION:	\$7,646,104	\$11,188,731	\$43,471,382	\$32,872,092
ASSESSMENT TO MEMBERS:	11% of annual premium (additional 40-45% likely)	None	None	None
UNDERFUNDING OF LOSSES:	Annually	Annually	No	No
DIVIDENDS TO MEMBERS:	No	No	No	\$1,478,521
ROYALTY PAID TO OSSBA:	\$55,000	\$131,000	No	No
<b>ADDITIONAL NOTES</b>				
OSRMT has underfunded loss reserves every year dating back to 2013. The current year is underfunded at over \$1.4 million				
OSRMT only purchases a total of \$100,000,000 of property reinsurance for their entire program (88 schools)				

## Executive Summary

As we saw in 2020 the property market in Oklahoma really made some rough changes as the losses here in the state piled up from the previous 5-7 years and unfortunately losses around the country followed suit. The various news articles and white papers that came out last year on the volatile state of the commercial insurance space has played out and that trend has continued into the 2021 policy year. As the industry has been dealing with record level losses, the COVID pandemic intensified and added more uncertainty and volatility to an already unstable and reeling industry.

What all that means is we are again dealing with significant rate increases (especially in the property space), large deductible increases and often times limited terms. All this occurs while markets are limiting their capacity or pulling out of select industries or specific lines of coverage all together making our pool of potential options smaller.

Bartlesville is currently insured through OSIG which is the oldest, largest and most stable insurance pool for Public School districts in Oklahoma. They are backed by the same property program that also directly writes the largest districts in the state. They still offer the most competitive rates and by far, most competitive deductible structures than what could be found on the open market. As we began discussing the market volatility noted above, the reality of the situation has resulted in OSIG being pushed to raise base rates anywhere from 22% to 36% to keep pace with the claims cost and rise in re-insurance the program has dealt with. We did seek out several deductible options to consider if we want to look to offset some of that increase,

Our agency handles the insurance for more Oklahoma Public School districts than anyone in the state and we are always looking for and into alternate options for our schools. The moment one or more materialize, our districts will be the first to hear of it.

### Proposal Highlights

- We received several deductible options which are shown in the premium summary
- There are no changes in terms or coverages on the liability lines
- **BFINS is lowering its commission structure by 20% for all of our school districts for the 2021-2022 policy period**

## Exposure & Claims Summary

	Current Exposure	Renewal Exposure	Percent Change
Property	\$262,057,684	\$269,866,924	3.0%
Auto	78 Units	79 Units	1.4%

### OSIG Claims Policy Claims: 15-16 / 16-17 / 18-19 / 19-20 / 20-21

# OF CLAIMS	PREMIUMS PAID TO OSIG	INCURRED CLAIMS	LOSS RATIO
46	\$2,505,578	\$510,050	20.35%

- Since YE 2015, OSIG has incurred over \$186 million in property losses in the program.
- \$148 million of these losses have been on the back of the reinsurance markets while paying them only \$84 million in premiums.
- This represents a 177% loss ratio. Reinsurance markets target a 65% loss ratio.
- OSIG recently sustained over \$107 million in losses in a 1 year period.

## Premium Summary

COVERAGE	2020-2021 PREMIUM	2021-2022 RENEWAL PREMIUM
Property	\$355,600	\$480,564
<i>All Other Peril Deductible</i>	<i>\$200,000</i>	<i>\$200,000</i>
<i>Wind &amp; Hail Deductible</i>	<i>\$250,000</i>	<i>\$250,000</i>
Crime	Included	Included
Boiler & Machinery	\$2,678	\$2,739
General Liability	\$36,681	\$41,975
SBLL	\$36,682	\$41,974
Cyber Liability	Included	Included
Commercial Auto	\$54,882	\$63,671
<b>TOTAL ANNUAL</b>	<b>\$489,523</b>	<b>\$630,923</b>
<b>Percentage Increase</b>		<b>28.88%</b>
<b>Total Cost Increase</b>		<b>\$141,400</b>

DEDUCTIBLE OPTION	ANNUAL PREMIUM	INCREASE	% INCREASE
\$200k AOP / \$300k W&H	\$598,960	\$109,437	22.35%
<b>\$250k AOP / \$250k W&amp;H</b>	<b>\$598,960</b>	<b>\$109,437</b>	<b>22.35%</b>
\$200k AOP / \$350K W&H	\$593,042	\$103,519	21.14%
\$200k AOP / \$400k W&H	\$583,572	\$94,049	19.21%
\$250K AOP / \$300k W&H	\$566,999	\$77,476	15.82%
\$250k AOP / \$350K W&H	\$561,080	\$71,557	14.61%
\$250k AOP / \$400K W&H	\$551,609	\$62,086	12.68%

HISTORICAL PREMIUMS	
POLICY YEAR	PREMIUM
2019-2020	\$481,498
2018-2019	\$488,900
2017-2018	\$468,396
2016-2017	\$517,669
2015-2016	\$528,584

## Exposure Summary

	Current Exposure	Renewal Exposure	Percent Change
<b>Workers Comp</b>	\$27,592,515	\$27,232,000	(1.32%)

CLASS CODES	2020 -2021 PAYROLLS	2021 - 2022 PAYROLLS
8868: Teachers Professional	\$26,952,703	\$26,700,000
7380: Drivers	\$639,812	\$532,000
9101: School All Other	IF ANY	IF ANY

## Workers Compensation Premium Options

Coverage	Zenith (Renewal)	LUBA	AmTrust	CompSource
ELL - Each Accident	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
ELL - Policy Limit	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
ELL - Each Employee	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
<b>TOTAL WC PREMIUM</b>	<b>\$89,832</b>	<b>\$83,809</b>	<b>\$86,524</b>	<b>\$89,521</b>

**2020 Expiring Workers Compensation Premium: \$89,855**



BARTLESVILLE PUBLIC SCHOOLS  
**EXECUTIVE SUMMARY**

JUNE 2021



June 14, 2021

Mr. Chuck McCauley  
Superintendent  
Bartlesville Public Schools  
1100 SW Jennings Ave  
Bartlesville, OK 74003  
918-336-8600

Dear Mr. McCauley and Members of the Board:

On behalf of the entire Sodexo team, we would like to express our sincere appreciation of our two-year partnership. Thank you for allowing us to present the details of our proposed plan to best serve Bartlesville Public Schools. Our team values this opportunity to support your ongoing journey toward excellence, recognizing that safe, clean, comfortable and welcoming environments are essential for wellness, engagement and academic success.

The following are highlights of our proposed contract:

- The term of the proposed agreement is one year, commencing on July 1, 2021 and continuing through June 30, 2022.
- Contract Price for the period of July 1, 2021 to June 30, 2022 shall be \$3,205,831.
- Contract Price Adjustments shall be made utilizing the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) – U.S. City Average, averaged for the prior twelve (12) month period. The adjustment for Sodexo employee wages shall be based on actual Sodexo performance rating increases. The proposed contract price includes a 3.0% CPI-U increase, in the amount of \$93,374.00.

We thank you for your consideration and look forward to answering any questions you may have.

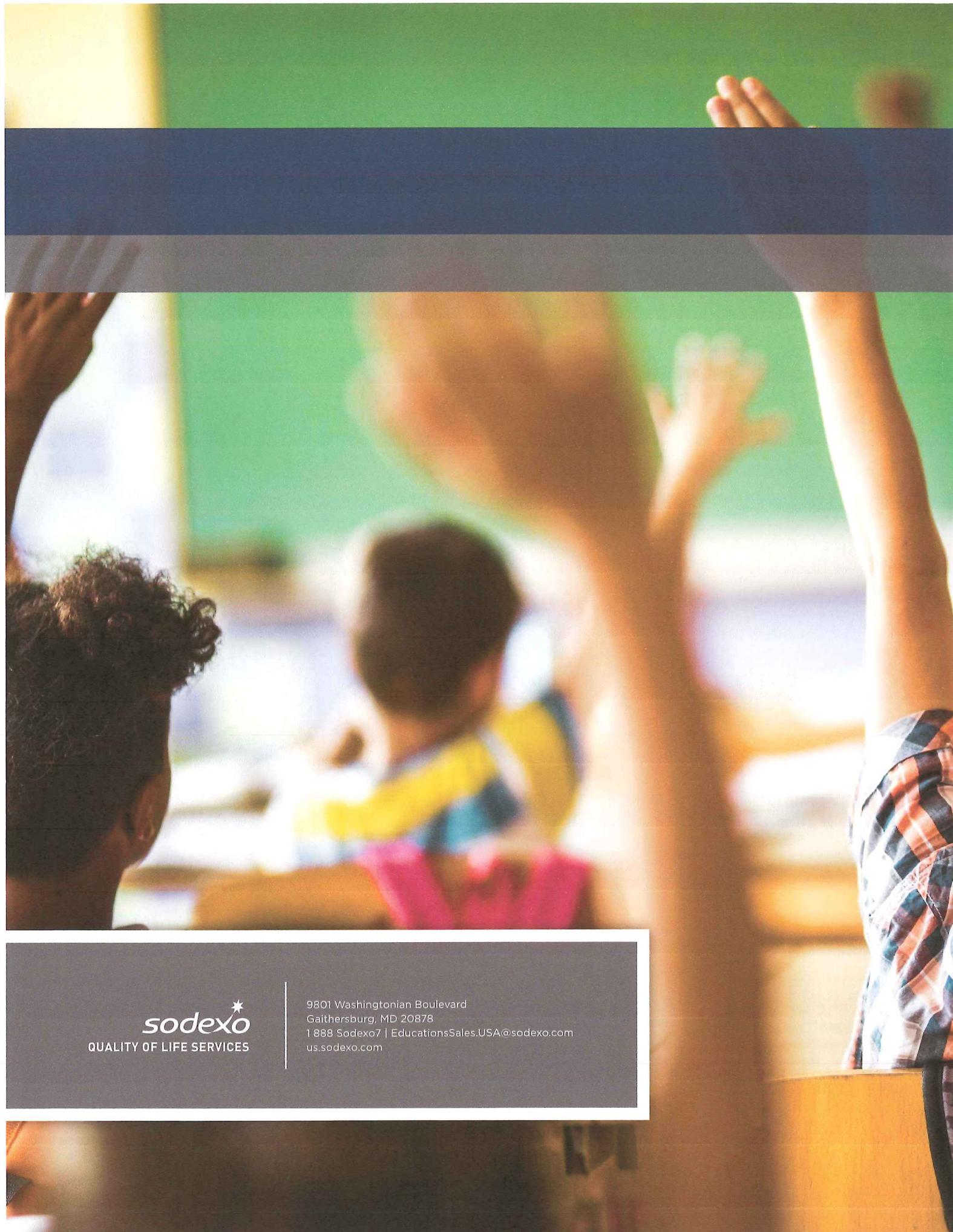
Sincerely,



**Jeff Butler**  
District Manager  
Sodexo Buildings and Grounds  
[Jeff.Butler@Sodexo.com](mailto:Jeff.Butler@Sodexo.com)  
317-407-1907



**David Barr**  
Director of Facilities  
Bartlesville Public Schools  
[David.Barr@Sodexo.com](mailto:David.Barr@Sodexo.com)  
918-332-8021



**sodexo**  
QUALITY OF LIFE SERVICES

9801 Washingtonian Boulevard  
Gaithersburg, MD 20878  
1 888 Sodexo7 | [EducationSales.USA@sodexo.com](mailto:EducationSales.USA@sodexo.com)  
[us.sodexo.com](http://us.sodexo.com)

AMENDMENT

INDEPENDENT SCHOOL DISTRICT NO. 30 OF WASHINGTON COUNTY, OKLAHOMA  
(d/b/a BARTLESVILLE PUBLIC SCHOOLS)

AND

SODEXO OPERATIONS, LLC

THIS AMENDMENT, dated May 17, 2021, is between INDEPENDENT SCHOOL DISTRICT NO. 30 OF WASHINGTON COUNTY, OKLAHOMA (d/b/a BARTLESVILLE PUBLIC SCHOOLS) ("Client") and SODEXO OPERATIONS, LLC, a Delaware limited liability company ("Sodexo").

WITNESSETH:

WHEREAS, Client and Sodexo entered into a certain Management Agreement, dated March 1, 2019, as amended ("Agreement"), whereby Sodexo manages and operates Client's Facilities Management Services at 1100 SW Jennings Avenue in Bartlesville, Oklahoma 74003; and

WHEREAS, the Parties now desire to further amend the aforesaid Agreement;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the Parties hereto agree as follows:

1. Based on the following occurrence, the Parties have mutually agreed to an adjustment in the Contract Price as follows:

Current Contract Price	\$3,112,457.00
CPI-U Increase 3%	<u>\$ 93,374.00</u>
Current Contract Price Effective July 1, 2021	\$3,205,831.00

Accordingly, Section 7.1 is deleted in its entirety and the following substituted therefor:

"7.1 Contract Price. Commencing July 1, 2021, Client shall pay Sodexo a Contract Price. For the period July 1, 2021 to June 30, 2022, the annual Contract Price shall be Three Million Two Hundred Five Thousand Eight Hundred Thirty One Dollars (\$3,205,831.00). In any year which is a leap year, the fixed Contract Price shall be increased by an additional day (1/365 of the annual fixed Contract Price) to account for the additional day. Client will pay Sodexo the Contract Price in installment payments, which are determined by dividing the annual amount of the Contract Price by 365 days and this daily amount is applied to the billing frequency below. The Contract Price is based upon Sodexo's estimates at the time of submission taking into account the financial risks assumed by Sodexo and certain fees and Charges incorporated into the calculation of the Contract Price such as Charges for workers' compensation and general liability insurance based on the average manual rates for such insurance in the geographic area of the Premises, fixed percentage of salaries and wages for health

benefits, and supplies and services at invoiced amount with Sodexo retaining allowances negotiated in its national and regional procurement contracts. Commencing July 1, 2022 and annually thereafter, the Contract Price shall be adjusted as specified hereafter.”

2. Section 9.8 is amended to reflect a change of first address for Notices to Sodexo as follows:

“To Sodexo: Sodexo Operations, LLC  
Attention: Stephen J. Dunmore  
CEO, North America Schools  
9801 Washingtonian Boulevard  
Gaithersburg, MD 20878”

3. The following paragraph is added to the end of Section 9.8, Notices:

“Any request issued by Sodexo to change the Sodexo U.S. mailing address for check payments or to change the Sodexo bank account for U.S. electronic wire or ACH payments will only be communicated in writing by a Sodexo Authorized Officer (Treasurer or Assistant Treasurer). If during the Term of this Agreement, Client receives such a request, prior to taking any action Client shall verify the validity of such request by contacting the Sodexo Accounts Receivable Department directly via one of the methods below.

**Email:** [AccountsReceivable.NorAm@Sodexo.com](mailto:AccountsReceivable.NorAm@Sodexo.com)  
**Phone:** 1-866-372-3160  
**Fax:** 716-568-8408  
**Website:** <https://us.sodexo.com/contact.html>”

4. All capitalized terms used herein shall have the same meanings set forth in the Agreement unless otherwise expressly provided in this Amendment.

5. This Amendment is effective July 1, 2021, and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK**  
**SIGNATURES WILL APPEAR ON THE FOLLOWING PAGE**

IN WITNESS WHEREOF, the duly authorized officers of the Parties have executed this Amendment, as of the date indicated in the first paragraph of this Amendment.

INDEPENDENT SCHOOL DISTRICT NO. 30 OF  
WASHINGTON COUNTY, OKLAHOMA

By: \_\_\_\_\_  
Chuck McCauley  
Superintendent

SODEXO OPERATIONS, LLC

By: \_\_\_\_\_  
Bart C. Lane  
Vice President

# Energy Savings Contract

This Energy Savings Contract is between the Independent School District No. 30 of Washington County, Oklahoma, a/k/a Bartlesville Public Schools (the "District") and Cenergistic LLC ("Cenergistic"). This Contract is subject to all applicable state and federal laws.

Cenergistic® delivers customized, comprehensive people-driven energy conservation programs that focus on using technology and changing human behavior to help school districts, churches and higher education clients reduce their consumption of energy and water without any equipment upgrades. Implementation of these programs is guided by Cenergistic's team of energy consultants and Dallas-based support team members - together representing several hundred years of public school energy conservation experience. Cenergistic's clients can invest the financial savings that result in the lives of the people they serve, rather than in utility companies. Cenergistic guarantees the success of these programs as set out in paragraph 8 below. To date Cenergistic has served more than 1,425 clients in 48 states.

The District is committed to its mission:

**"Building a culture of collaborative learning  
Recruiting and retaining highly effective staff  
Unifying rich community partnerships  
Implementing 21st century instructional strategies  
Navigating healthy business operations  
Sustaining a commitment to student success."**

The District uses electricity, gas, water and sewer (collectively "energy") to fulfill its mission. The District serves more than 6,000 children at its nine campuses.

Cenergistic has offered to build and provide a customized energy conservation program that is focused on technology and organizational and behavioral change and is designed with the following goals:

- Save dollars that the District can reinvest in the people it serves;
- Preserve a quality learning environment for the District's children;
- Conserve energy for a positive impact on the environment; and,
- Increase awareness to empower energy users to be energy savers.

Cenergistic will help the District pursue these goals through implementation of its energy conservation program. Central to the success of this program is the recognition of shared responsibility between Cenergistic and the District as the program is initiated and implemented. Cenergistic provides extensive resources, remote monitoring, education and training, action planning, and other conservation-related services, while the District will hire the part-time Energy Specialist as set out below and will work cooperatively to implement Cenergistic's program.

As a part of this shared responsibility, Cenergistic offers a *Fee Free Period* during the first month after the Start Date to allow for acceleration of savings for the District before Monthly Fee payments begin.

The parties therefore agree as follows:

1. **Program.** On June 1, 2019 ("Start Date") Cenergistic shall begin its work on this Contract. Cenergistic shall take immediate actions to facilitate the District's search for an energy specialist ("Energy Specialist") and shall provide the District with a people-driven energy management program that is customized to enable the District to reduce consumption of energy ("Program").

2. **Energy Consultants.** A Cenergistic team shall deliver the Program to the District as follows:

- Through Cenergistic's limited on-site, remote and ongoing assessments of the District's facilities and based on Cenergistic's experience in having assessed thousands of client facilities, Cenergistic's team shall develop many recommendations that are specific to the District's environment.
- Cenergistic's team shall guide and assist the District's Program implementation following Cenergistic's proven methodology, the Cenergistic energy management program.

3. **Energy Specialist.** (a) Position and Compensation. Program implementation requires a daily focused effort that is led by one of the District's own people – an Energy Specialist who can make conservation a priority while positively engaging people to conserve energy. The Energy Specialist position will be part-time (with a daily commitment) and the District shall not allow or assign other duties that could limit the Energy Specialist's pursuit of the Program goals. The District shall pay the Energy Specialist at a level that is within the range recommended by Cenergistic to attract and retain qualified people ("Compensation").

(b) District Hiring. Cenergistic shall serve an active and key role to assist and guide the District through its Energy Specialist search process - from posting the position through interviewing candidates. On the Start Date the District shall promptly begin and then continue this search process until a mutually acceptable person is identified and hired by the District (and funded by the savings from the Program), for the Energy Specialist position. Due to the unique nature of the position, the Energy Specialist will ideally be a current or retired District employee with teaching experience, though other candidates both inside and outside the District should be encouraged to apply for the position. Cenergistic's recommendation for the Energy Specialist position will follow the conclusion of the posting and interview processes and is subject to the District's approval and decision to hire or not hire. Likewise, the District will not employ any person as Energy Specialist that is unacceptable to Cenergistic.

(c) Duties. The Energy Specialist's primary duties will be to spend time in the District's facilities to identify savings opportunities and to work closely with Cenergistic and the District's employees to execute proven implementation strategies to change behavior linked to energy consumption. The effective management of energy information is also important for achieving positive results through accountability. For this the Energy Specialist will work to maintain energy consumption and other information related to energy use in the District's facilities and areas. The Energy Specialist will use the EnergyCAP® energy accounting program from EnergyCAP, Inc. ("Third Party Software").

(d) Education and Training. Cenergistic's team shall train the Energy Specialist with the skills essential for Program implementation. Cenergistic's comprehensive training will be delivered both remotely online and on-site. The Energy Specialist must attend the on-site appointments scheduled by Cenergistic and must be receptive and responsive to Cenergistic. Cenergistic shall provide written education and training materials, plus online support. Furthermore, Cenergistic shall host and the Energy Specialist shall participate in remote training (Skype, Gotomeeting, etc.) or other education and training

sponsored by Cenergistic, which will be an integral part of the Energy Specialist's education and training. Cenergistic's energy consultants and Dallas-based team will be available and on-call to respond by phone (or in person as deemed appropriate in Cenergistic's discretion), to special problems or questions through the end of the Term (as defined below).

(e) Observation and Communication. The District is the Energy Specialist's supervisor and maintains full and final employment authority, e.g. hiring and firing, for this important position that is subject to high standards and performance expectations. For example, the Cenergistic energy management program calls for routine data entry which is monitored through weekly accountability reporting. Cenergistic shall observe the Energy Specialist's fit, skills, tenacity, hard work, leadership, interpersonal relationships, and performance level and results. Designating a high ranking District business official ("Program Liaison") as the Energy Specialist's supervisor directly and positively impacts Program implementation. Cenergistic shall communicate with the Energy Specialist's supervisor concerning the observed performance of the Energy Specialist. As a part of these obligations, during the first twelve months of an Energy Specialist's service, Cenergistic shall periodically advise the Energy Specialist's supervisor whether that person has shown the qualities to be successful in the position. If Cenergistic advises the District that a person serving as Energy Specialist does not have the qualities to be successful in the position, a replacement Energy Specialist will be recruited and hired using the collaborative process and guidelines described in paragraph 3(b).

(f) Leave Scheduling. The Energy Specialist is expected to spend a majority of time out in the District facilities to drive energy savings; with times outside the instructional day being particularly valuable for the Energy Specialist to identify and capture savings opportunities. It is critically important (especially during the first two years of the Program) that the Energy Specialist be available for work during times when buildings are unoccupied and have flexibility to work nights, weekends and holidays. To allow for appropriate dialogue, the District will notify and consult with Cenergistic before approving any requests for the Energy Specialist's vacation leave or other leave that (1) is in conjunction with school holidays or break periods, or (2) requires an extended absence of more than one week.

#### **4. Program Implementation.**

(a) Prompt Start. Upon completion of the Fee Free Period, the District will promptly begin and then continue to implement the Program at its expense.

(b) Commitment and Communication. In Cenergistic's experience, the success of the District's Program implementation will be a function of the demonstrated commitment of the school board, superintendent and other administrators, e.g. through timely communication of high level support for the Program. More specifically, no later than 60 days after the Start Date, the school board must adopt an appropriate policy and, no later than 30 days after the Start Date, the administration must adopt appropriate administrative guidelines reflecting the District's commitment to the Program. The District shall communicate these guidelines to its people, construction contractors and on-site management service providers, if any. Cenergistic will work with the Energy Specialist to facilitate semi-annual progress reports for the school board. The District will make its utility records available for review and copying on request of the Energy Specialist or Cenergistic.

(c) Software. (i) Cenergistic GreenX™ Software. The GreenX mobile and desktop application which is accessible over any browser-enabled device serves as the focal point for energy savings across your entire facilities portfolio. Our machine-learning anomaly detection algorithms provide

transparency into the energy consumption profiles of your buildings and provides alerts and potential resolutions by combining building, equipment and sensor data with historical energy use, weather and other seasonal data. ("Cenergistic Software")

(ii) Third Party Software. The effective management of energy information is a first step to achieving positive results through accountability. Energy consumption will be accounted for by using the Third Party Software, with which Cenergistic's team is knowledgeable and trained to provide support to the District. No later than 30 days after the Start Date, the District must license the Third Party Software program (and pay the licensing fees) from EnergyCAP, Inc. or, if later recommended by Cenergistic to its clients (e.g. because EnergyCAP® ceased to be available), an alternative Third Party Software program. Data input and maintenance will be managed and controlled, at Cenergistic's option, either by the Energy Specialist or at Cenergistic's corporate office, with District access to review all data entry.

(d) Access, Authority and Control. The Energy Specialist needs to have access to the District's systems controls, including the energy management systems ("EMS"), and the authority (in communication and coordination with other District personnel) to make changes so that facilities are not operated outside of the established policy and guidelines. The Energy Specialist needs the authority to: (1) program the EMS including changes in the temperature settings and run times of EMS controlled equipment (e.g. HVAC, water, heating and lighting systems), and (2) change settings and run times for each facility's equipment and systems (e.g. lighting, sewer and water systems, time clocks and thermostats) that are not controlled by the EMS. The Energy Specialist will not have authority to make any changes that violate District established policy and guidelines and the District retains the right to suspend the Energy Specialist's access at any time. In the event of such a suspension the District will immediately inform Cenergistic of the suspension and the basis. The District shall provide such access and authority to the Energy Specialist within 30 days of the Start Date. In order to evaluate and track occupant comfort, within 30 days of the Start Date, the District will set up or modify its internal procedure to ensure that all comfort feedback is immediately routed to the Energy Specialist. This Contract does not alter the District's exclusive right of control over its people and facilities and its pre-existing responsibility, if any, to provide appropriate environments for teaching and working, protect District property and ensure reasonable premises safety.

(e) No Third Party Interference. The District shall not allow any third party to interfere with the District's Program implementation save and except as may be required by Oklahoma law or by local ordinances, rules or regulations.

5. **Savings Determination.** (a) General. Energy savings are determined in accordance with the Measurement and Verification Plan ("M & V Plan") attached hereto by comparing measured use before and after the start of Program implementation, with appropriate adjustments for changes in conditions that are independent of the Program. The simple formulaic expression is:

*Avoided Energy Use (or Savings) = Adjusted-Baseline Energy – Reporting-Period Energy ± Non-Routine Adjustments of baseline energy to reporting-period conditions*

Cenergistic and the Energy Specialist shall use the Third Party Software to calculate the District's savings by subtracting the energy actually used (i.e. consumption: kWh, BTUs, gallons, etc.) in each Performance Year (as defined below) from the use in the Base Year (as defined below), plus or minus any Adjustment Variables (as defined below), and applying the price (based on the blended rate to the District for each

type of energy purchased by the District for all sources of energy except for solar which shall be valued as set out in paragraph 5(d)(iii) below) ("Savings"). The "Total Savings" means the Savings and any additional verifiable cost containment or avoidances resulting from the Program (e.g. utility refunds received as a result of a Program billing audit), in accordance with current industry-accepted valuation methodology. Savings reports shall be delivered to the Program Liaison for review and verification. The Program Liaison, or designee, will work diligently to review reported Savings and to present any questions about the savings reports to Cenergistic and the Energy Specialist in a prompt manner but in no event more than fifteen (15) calendar days of receipt of the savings reports. Cenergistic's projections of Total Savings when using the Program are based upon energy consumption and other data furnished by the District.

(b) Baseline Period. A baseline period will be established as set out in the attached M & V Plan by Cenergistic and the District's Energy Specialist. Unless modified as set out below, the Third Party Software will be used to establish a baseline period consisting of 12 consecutive months that precede the Start Date ("Base Year"). The District represents that the historical utility usage data and building information provided to Cenergistic for the purpose of savings projections is accurate. If it is later determined that either: 1) there is a variation between the data provided and the Base Year data of  $\pm 5\%$  or more or, 2) changes in weather, building occupancy or other factors the 12 months preceding the Start Date would cause those 12 months to not accurately reflect pre-program usage by the District ("variation"), Cenergistic may select as the Base Year an alternate 12-month period from the 36 months preceding the Start Date. For new construction, the Energy Specialist and Cenergistic, in consultation with the Program Liaison, will use detailed, calibrated simulation analysis to compile the Base Year.

(c) Reporting Period. Each reporting period will be a 12 month period ("Performance Year"). The first Performance Year will begin after the *Fee Free Period* (as defined below) ends ("First Year") and each Performance Year is consecutively named. The "Second Year" means the 12 month reporting period following the end of the First Year, the "Third Year" follows the Second Year, and so on. A Performance Year may be suspended as set out below. Using the Third Party Software, Savings shall be calculated for each Performance Year in comparison to the Base Year.

(d) Appropriate Adjustments. (i) Adjustments to the baseline shall be made in accordance with the M & V Plan to recognize that the operating environment changes in ways that impact energy use but are independent of the Program (e.g. the weather) and function simply to bring energy use for the two time periods to an equivalent set of conditions.

(ii) The Third Party Software allows appropriate adjustments to the Base Year, using available data to account for the following factors occurring during the Performance Year that affect the energy used in facilities ("Adjustment Variables"): outside temperature; floor space; occupancy type or schedule; amount, type or use of equipment; number of days in the billing period; energy rates; and reasonably estimated energy loads added or reduced after Program implementation.

(iii) The Third Party Software also allows other appropriate adjustments for a more accurate Savings calculation. If the District has experienced abnormal temperatures during the Base Year, a total of 36 months of billing information can be used to create a more accurate statistical model for the District. The District shall communicate the District's energy conservation guidelines to its construction contractors and on-site management service providers, if any. Savings will be determined using either calibrated simulation or by making appropriate adjustments, as mutually agreed by the parties, in the event of any of the following: (a) the guidelines are not substantially followed by third party

construction contractors or on-site management service providers; (b) the District chooses not to substantially implement Cenergistic's water conservation recommendations; or, (c) there are equipment malfunctions that negatively impact program savings. Agreement concerning the calibrated simulation or appropriate adjustments will not be unreasonably withheld by either party. In the event solar electricity is implemented by the District, the parties agree to a process that recognizes net metered electric generation to exclude any solar production from the reported Third Party Software use and cost avoidance. Solar energy produced (that was consumed by the building) is tracked in the Third Party Software to allow for the total energy consumption comparisons. All savings reported in the cost avoidance reports shall be from energy purchased from the grid (metered electricity) so it will be valued at the grid average unit cost (as "average unit cost" is defined in this Contract and Measurement and Verification Plan).

(iv) The data will continue to be reviewed for accuracy during the term of the Contract. In the event there are inaccuracies in the data or there are data entry errors (i.e. information not known at the time, incorrect meter reading or data entered into the Third Party Software incorrectly), the data may be updated to correct such errors that occurred during the twelve (12) months immediately preceding the latest monthly billing statement. Data prior to the twelve (12) months immediately preceding the latest monthly billing statement will be deemed to be accurate by the parties.

(e) Third Party Contractor. The parties agree that Cenergistic may utilize the services of a third party contractor to (1) automatically retrieve utility bill data from both online and offline sources by, among other things, accessing utility vendor websites, OCR of scanned copies of bills or reading from machine readable files, (2) import the data into the Third Party Software and (3) utilize the service of other third party contractors. The District (1) consents to allowing access to utility bills by such third party contractor and (2) agrees to reasonably cooperate with such third party contractor, with assistance as necessary from Cenergistic, to enable the third party contractor to have and maintain access to (including online) to the District's utility bills.

6. **Term**. This Contract shall be for a term beginning on the Start Date and ending on the last day of the Fifth Year ("Term").

(b) **Non-appropriation**. The District's obligation pursuant to this Contract to pay Cenergistic in any fiscal year of the District is limited to and payable exclusively out of, the District's available funds for such fiscal year. The District shall have no obligation to fund its financial obligations pursuant to the Contract other than for its current fiscal year; no provision of the Contract shall be construed as creating any other indebtedness or any multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District. Cenergistic and the District intend, subject to the other provisions of this Contract, that it will continue from its stated Start Date until at least the end of the Fifth Year, but the Contract shall terminate at the end of the District's current fiscal year, and at the end of each of its succeeding fiscal years unless the District decides to renew the Contract for the District's next following fiscal year, and, as a part of its newly adopted budget for such fiscal year, sufficient funds are appropriated by the local appropriating body for such fiscal year to discharge its obligations pursuant to the continued Contract. If this Contract is continued for the next year, no Work Fee will be payable for the preceding year.

The District reasonably believes that legally available funds can be obtained in amounts sufficient to pay all of its obligations as required in this Contract, as and when due, during its present and all following fiscal years. If the District decides not to renew the Contract for its next or any following fiscal year, the

District shall give written notice of such decision to Cenergistic not later than 60 days prior to the beginning of the upcoming fiscal year. Payment of any sums due, including any Work Fees shall be paid within 30 days after sending the written notice of the District's decision not to renew the Contract.

7. **Fee Free Period and Monthly Fee.** (a) **Fee Free Period.** The *Fee Free Period* shall begin on the Start Date and end one month after the Start Date, or on such later date as determined by Cenergistic ("*Fee Free Period*").

(b) **Monthly Fee.** The District shall pay Cenergistic a fee of \$11,800 ("Monthly Fee") per month for 60 consecutive months ("*Fee Period*"). For internal accounting purposes, Cenergistic will allocate 25% of the Monthly Fees as the value of the Cenergistic Software. The District shall pay the first Monthly Fee in the second month after the Start Date and Cenergistic will bill the District on the 1st of each month for each subsequent Monthly Fee. Failure to pay the billing statement within 60 days after it is due, at Cenergistic's option, shall result in the Program being suspended (including, without limitation, the suspension of Cenergistic support for the Program). Savings shall continue to accrue during any suspension for failure to pay the billing statement. A valid request or need for an adjustment to a billing statement shall not be good cause for failure to pay a given billing statement; any appropriate adjustments shall be made to subsequent billing statements.

(c) **Additional Facilities.** In the event the District builds, acquires, contracts with, or otherwise becomes responsible for educational services for another district ("*acquired district*"), or is requested by another district ("*requesting district*") to allow the District's Energy Specialist to provide energy management support, the District agrees to not share, utilize, or include the Program (including the use or services of the Energy Specialist trained by Cenergistic) to any extent, in any facilities in the acquired or requesting district without Cenergistic's express written consent and payment of additional fees as mutually agreed.

8. **Savings Guarantee.** (a) Cenergistic's commitment to the quality of the Program is evidenced by Cenergistic's Savings Guarantee (as defined below). Cenergistic shall reimburse the District for the difference if the District's Costs (as defined below) exceed its Total Savings, computed for any Performance Year during the Term ("Savings Guarantee"). To be eligible for the Savings Guarantee the District must have employed an Energy Specialist as required and substantially implemented the Program. If Cenergistic reasonably determines that the District is not substantially implementing the Program, Cenergistic shall give the District written notice of its determination (including specific details supporting Cenergistic's determination and specific recommendations for appropriate District action). The District shall act within a reasonable time to cure such failure, with curative steps being taken within sixty (60) days after receipt of the written notice referenced above. If the parties are unable to agree on whether the District is substantially implementing the Program, the parties agree to meet to resolve the differences as set out in paragraph 13(c) below. "Substantial implementation of the Program" does not require the District to have implemented the Program in every detail. To "substantially implement" the Program means that the process of implementation is material to the extent that the program functions as intended. It requires that the Program has been implemented in its material elements, or almost fully implemented. Without limiting the foregoing, the following shall be a lack of substantial implementation for purposes of this paragraph: (i) failure to pay a billing statement within 90 days from the due date; (ii) failure to approve the administrative guidelines within 60 days of the Start Date; or, (iii) if the District directs Cenergistic to stop work for reasons other than a material breach of this Contract and such notice is not withdrawn within sixty (60) days after initial delivery to Cenergistic. The "District's Costs" means the total amounts

paid for the Energy Specialist's Compensation and Travel Expenses, initial and renewal costs of the Third Party Software, and the Monthly Fees. Cenergistic shall pay the District a required reimbursement no later than 90 days after the results for the prior Performance Year have been finalized by Cenergistic and the District's Energy Specialist. If Cenergistic fails to make a required reimbursement, the District may terminate this Contract without payment of a Work Fee and recover the amount of the required reimbursement from Cenergistic.

(b) The District shall refund prior reimbursements on the Savings Guarantee to Cenergistic if the Total Savings exceed the District's Costs, computed from the Start Date to the end of any subsequent Performance Year. Any refund shall be reduced, if required, in order to ensure that the District's payment obligations for the current Performance Year do not exceed Total Savings for that Performance Year. The District shall pay Cenergistic a required refund no later than 90 days after the results for such later Performance Year have been finalized by Cenergistic and the District.

9. **Termination for Convenience.** (a) Termination for Convenience by District. As provided in this Contract Cenergistic anticipates a long-term relationship and remains committed to the District through the Term and beyond. However, the District may terminate this Contract for any reason and without cause as provided in this paragraph. To validly exercise this right to terminate for any reason and without cause (including if there is no appropriation of funding or for any other termination that is not based on Cenergistic's failure to perform its material obligations under this Contract) (a "Termination for Convenience"), the District shall provide Cenergistic with at least 60 days prior written notice and shall pay Cenergistic a Work Fee to compensate Cenergistic for its Intellectual Property, the work performed by Cenergistic and for the benefits received by the District (and not as a penalty) ("Work Fee"), with the calculation based upon the date of termination, as follows: (i) Contract Start Date through the end of the First Year, \$177,000, (ii) during or through the end of the Second Year, \$141,600, during or through the end of the Third Year, \$127,440, (iii) during or through the end of the Fourth Year, \$113,280, (iv) during or through the end of the Fifth Year, the lesser of the remaining monthly payments or \$84,960.

Upon a Termination for Convenience, the Work Fee shall include the following additional amounts which the District shall pay Cenergistic: the unpaid Monthly Fees but only through the termination effective date. A Termination for Convenience voids the Savings Guarantee for the Performance Year during which the termination occurs and for subsequent years. This termination right does not limit the rights and remedies of the District. More specifically, if Cenergistic fails to perform its material obligations under this Contract, the District's legal rights and remedies are not limited by the terms of this paragraph. If the District contends Cenergistic has committed a material breach of the Contract, the District will provide written notice to Cenergistic specifically describing the breach and giving Cenergistic a reasonable opportunity and time (not less than 30 days) to cure the claimed breach before taking other action. If the material breach is not remedied by Cenergistic following the notice as set out above, the District may terminate this Contract without any obligation to pay a Work Fee.

10. **Termination Event.** Upon termination of this Contract or discontinuation of the Program at the end of the Fee Period the District shall promptly: (a) return to Cenergistic all materials and Proprietary Information previously furnished by Cenergistic or accumulated by the District in connection with the Program, including all copies thereof; (b) discontinue the employment of any District Energy Specialist trained by Cenergistic in that position; (c) return or allow the removal by Cenergistic of any

monitoring or sensor devices installed by Cenergistic or at any time upon Cenergistic request; and (d) cease using the Proprietary Information and implementing the Program. Notwithstanding the foregoing, the District is not prohibited from: (i) using energy conservation information that is in the public domain or is obtained from sources other than Cenergistic, or (ii) hiring a person (other than an Energy Specialist trained by Cenergistic) to assist with monitoring energy use or consumption.

11. **Proprietary Program and Information.** (a) Proprietary Information. The District will have access to and use of (1) Cenergistic's energy management program, (2) materials that are copyrighted, trade secrets and other information that is proprietary to Cenergistic and (3) the Cenergistic Software, including both browser based and mobile versions, as the same may be developed and released by Cenergistic from time to time during the term of this Contract pursuant to a nonexclusive, nontransferable license to use Cenergistic Software. Items (1) through (3) along with all database files created using the Third Party Software are collectively referred to as "Proprietary Information".

(b) Limitations on Use; Confidentiality. The District agrees that nothing contained in this Contract shall be construed as granting any ownership rights to any Proprietary Information, or to any invention or any patent, copyright, trademark, or other intellectual property right. The District shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Proprietary Information. The District will not modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the Proprietary Information. The District agrees that the Proprietary Information (including all copies) continues to be Cenergistic's property and should be kept confidential to the full extent permitted by law. The District shall give Cenergistic written notice and an opportunity to respond if the District receives a third party request for Proprietary Information. The District shall not, except as required by law, disclose the Proprietary Information to any unauthorized person or use it outside of the District or this Contract. The District shall assist Cenergistic in the protection of the Proprietary Information. The District's obligations under this paragraph survive termination of this Contract. District hereby agrees that breach of this subparagraph will cause Cenergistic irreparable damage for which recovery of damages would be inadequate, and that Cenergistic shall therefore be entitled to obtain timely injunctive relief, as well as such further relief as may be granted by a court of competent jurisdiction.

(c) In consideration of the education and training provided by Cenergistic, the District's Energy Specialist must agree not to disclose Proprietary Information to third parties or to compete with Cenergistic. Due to the inherent risk for disclosure of Proprietary Information, the District's Energy Specialist must not participate in any Energy Specialist user group meeting that is not sponsored by Cenergistic.

(d) Non-Solicitation. While under contract with Cenergistic and for a period of two years following the termination of this Contract, the District will not solicit, hire or retain any Cenergistic employees or contractors for employment or other work at or for the District.

12. **Program Continuation Phase.** After the Term, the District will have the option to continue partnering with Cenergistic upon the same terms as set out in this Contract to sustain and grow energy program savings. No action will be required by either party to continue the Program beyond the Term, but if the District chooses not to continue the Program beyond the Term or to terminate at any time after the Program has been continued beyond the Term, it will provide sixty (60) days written notice to Cenergistic. There shall be no Work Fee in the event of cancellation after the end of the Term.

13. **Miscellaneous.** (a) This Contract constitutes the entire agreement of the parties with respect to the subject matter of this Contract. This Contract supersedes the parties' prior communications, requests, responses, proposals, offers and agreements, if any. This Contract may be modified only by a writing signed by the parties. Invalidity or unenforceability of one or more provisions of this Contract shall not affect any other provision of this Contract.

(b) In an action to enforce or construe this Contract in a court with competent jurisdiction, the prevailing party shall be entitled to recover its reasonable and necessary attorneys' fees and costs of court.

(c) **Dispute Resolution.** Open communication and cooperation of the parties is vital to the success of the Program and to the settlement of disputes if they arise. If a dispute persists, either party may suggest an executive meeting for review and resolution. The party suggesting the meeting should identify the issues in dispute and coordinate a face-to-face meeting at the District to review the issues and solution options. The executive officer for each party who has full authority to discuss the issues and commit to effective solutions shall attend and participate in the meeting. Also, those persons with firsthand knowledge of the issues must be available for the meeting. No dispute under this Contract shall be subject to litigation proceedings prior to completing the meeting, except for an action to seek injunctive relief.

(d) **Counterparts.** A signed copy of this Contract delivered by facsimile, e-mail or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Contract.

(e) Cenergistic shall employ a professional engineer registered in the State of Oklahoma at all times during the term of this Contract and during any period of continued partnership with the District after the Term.

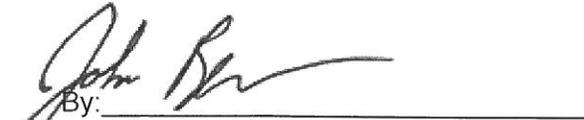
(f) Cenergistic shall give the District a bond in the amount of \$5,000 to ensure Cenergistic's faithful performance of the Contract.

Each party is signing this Contract on the date stated under that party's signature.

INDEPENDENT SCHOOL DISTRICT NO. 30  
OF WASHINGTON COUNTY, OKLAHOMA,  
a/k/a BARTLESVILLE PUBLIC SCHOOLS

CENERGISTIC LLC

By: 

By: 

Name: Scott Bilger

Name: John Bernard

Title: President, Board of Education

Title: Senior Vice President, Client Development

Date: 5/21/20

Date: May 17, 2019

Bartlesville PS, OK – K12 FF (SIM) part-time District employed ES v.3 051419

## MEASUREMENT AND VERIFICATION PLAN

This Measurement & Verification Plan ("M&V Plan") is prepared for Independent School District No. 30 of Washington County, Oklahoma, a/k/a Bartlesville Public Schools (the "Organization") by Cenergistic and is agreed to by the parties as the M&V plan in accordance with the protocols of the International Performance Measurement and Verification Protocol ("IPMVP") for the energy program delivered by Cenergistic pursuant to the contract between Cenergistic and the Organization with a Start Date of \_\_\_\_\_ (the "Contract").

This M&V Plan is prepared in accordance with Section 7 of IPMVP Core Concepts (EVO 10000-1:2016). The IPMVP guideline, developed and maintained by the nonprofit Efficiency Valuation Organization (see [www.EVO-World.org](http://www.EVO-World.org)), is the most current and widely-recognized guideline promulgated by a non-profit and impartial source. The IPMVP is the product of an international consortium of volunteers working together to promote standardized methods for the correct valuation of energy efficiencies.

IPMVP includes guidance for many types of energy management initiatives and circumstances; not all guidance is applicable in all cases. The purpose of this M&V Plan is to document how the M&V guidance contained within IPMVP will be specifically applied to this Contract. In cases of variance between specific provisions of IPMVP and this M&V Plan, this Plan takes precedence.

- 1. Facility and Project Overview** Cenergistic energy programs are people driven programs that include multiple facilities and conservation steps. The program scope and list of measures are described within the Contract.
- 2. ECM Intent** The energy conservation measures ("ECMs") reduce electricity, gas, water and other energy usage and cost, depending on the specific facility. Many varied ECMs will be used to achieve the savings. The expected savings will be an amount in excess of the cost of the program in accordance with the Savings Guarantee. ECMs will be operational in nature (not equipment, facility or hardware retrofits) and are generally categorized as turning off energy-using systems when not necessary, setting back energy-using systems when possible, and improving efficiency of energy-using systems when in use. Space conditions, during both occupied and unoccupied periods, will change as necessary to comply with the Organization's published energy policy and administration guidelines.
- 3. Selected IPMVP Option and Measurement Boundary** IPMVP Option C (Whole Facility) will be used for savings determination because it is the most appropriate M&V method for total facility energy reduction when all energy-using systems are affected and ECMs cannot be isolated, submetered or simulated by computer model. Option C was also chosen because many ECMs will be involved, and some of them cannot be directly measured. Utility meters for electricity, gas, water and sewer will be included in the savings M&V for the Organization. Together, these meters will account for all energy use by each facility. The total savings is the sum of savings for each facility. The measurement boundary includes all facilities and infrastructure owned and leased by the Organization. In the event metering equipment is determined to be unreliable, unavailable, or does not measure the effect of the ECM, Option A (Retrofit-isolation: Key Parameter Measurement), Option B (Retrofit Isolation: All Parameter Measurement) or Option D (Calibrated Simulation), will be used.

- 4. Baseline: Period, Energy and Conditions** Using the Third Party Software (as defined in the Contract, hereinafter “Third Party Software”), a baseline period shall be established for each meter consisting of 12 consecutive months (or 24 consecutive months when conditions warrant an expanded baseline) that precede the energy program Start Date. Normally this will be the 12 months immediately prior to Start Date, but under circumstances described in the Contract, an alternate period (up to 24 months) may be chosen.

The baseline data for each meter will be defined and available in the M&V Third Party Software upon import and preparation of the data for each meter & facility. The Third Party Software also includes static factors such as weather and building size. Included in the baseline data will be an identification of the baseline period, baseline energy consumption and demand data, other independent and relevant variable data, and other static factors (i.e. occupancy type, building information such as square footage, etc.). Other baseline data may be included and/or supplemented as agreed by the parties. Local weather data will be obtained from a nationally-recognized service.

- 5. Reporting Period** Each reporting period will be a 12 month period called a “Performance Year”. The Performance Year begins according to the terms of the Contract.
- 6. Basis for Adjustment** Energy savings are determined by comparing measured use before and after the start of Program implementation, after making appropriate adjustments for changes in conditions that are independent of the Program. Since savings are to be reported as “cost avoidance”, under reporting period conditions, the IPMVP equation for reporting period savings will be used. This method quantifies how savings in a given reporting period is determined, relative to what energy use would have been without the ECMs in place, consider routine and non-routine adjustments and is expressed as:

$$\text{Avoided Energy Use (or Savings) =} \\ \text{Adjusted-Baseline Energy} - \text{Reporting-Period Energy} \pm \text{Non-Routine Adjustments} \\ \text{of baseline energy to reporting-period conditions}$$

In addition, savings may be accrued due to one-time actions such as identification of utility billing errors leading to refunds, rebates, rate changes, and other measures that do not reduce energy usage but do reduce Organization's out of pocket utility costs.

- 7. Calculation Methodology and Analysis Procedure** The Third Party Software performs the cost avoidance calculation and analysis procedure. The Third Party Software allows appropriate routine and non-routine adjustments to the baseline period, using available data to account for the following factors occurring during the reporting period that affect the energy used in facilities: number of days in the billing period, energy unit cost, and reasonably estimated energy loads added or reduced after Program implementation due to such factors as outside temperature; floor space; occupancy type or schedule; amount, type or use of equipment; facility construction/renovation; and energy management hardware retrofits installed under unrelated projects. Specific cost avoidance analysis algorithms used by the Third Party Software are extensively documented and can be furnished upon request.

The Third Party Software also allows other appropriate adjustments for a more accurate Savings calculation. If the Organization has experienced abnormal temperatures during the baseline period, a total of 36 months of billing information can be used to create a more representative statistical weather model. Savings will be determined using either calibrated simulation or by making

appropriate adjustments, as mutually agreed by the parties, in the event of any of the following: (a) the Organization's energy conservation guidelines are not substantially followed by its construction contractors or on-site management service providers, if any, (b) the District chooses not to substantially implement Cenergistic's water conservation recommendations; or, (c) there are equipment malfunctions that can negatively impact program savings.

The Third Party Software adheres to the IPMVP guidelines. IPMVP is not exhaustive in its guidance; in some situations engineering judgment must be used. Calculations are supervised by licensed Professional Engineers, Certified Measurement and Verification Professionals and Certified Energy Managers.

- 8. Energy Prices** Reporting of cost avoidance will value the energy use avoided at the then-current unit cost for each meter, each period. Prices will be calculated by the Third Party Software for each month. The price applied for each utility (except solar) is the realized price, based on the blended rate to the Organization for each type of energy purchased by the Organization, taking into account consumption and all charges from the utility provider. In the event solar electricity is implemented by the Organization, the parties agree to a process that recognizes net metered electric generation to exclude any solar production sold back to the grid from the reported EnergyCAP use and cost avoidance. Solar energy produced (that was consumed by the building) is tracked in EnergyCAP to allow for the total energy consumption comparisons. All savings reported in the cost avoidance reports shall be from energy purchased from the grid (metered electricity) so it will be valued at the grid average unit cost (as "average unit cost" is defined in this Contract and Measurement and Verification Plan).
- 9. Meter Specifications** Utility grade meters used for billing are the only meters used. Exception: For bulk fuel stored in tanks, manual measurements recorded by the Organization or by the provider may be used. In master-metered campus situations, submeters may be necessary for accurate identification of building by building energy usage.
- 10. Monitoring responsibilities** Energy data from utility bills will be recorded in the Third Party Software as set out in the Contract. The Third Party Software captures weather information necessary for calculating and applying adjustments. Changes to the baseline conditions, such as facility size, occupancy or equipment changes, will be documented in the Third Party Software. Responsibility for collection, entry, calculation and accuracy of the data in the Third Party Software is the responsibility of the Energy Specialist(s) under the supervision of Cenergistic.
- 11. Expected Accuracy** The accuracy of data capture of the utility billing data and entry of that data into the Third Party Software is expected to be verified 100% ( $\pm 2\%$ ) via reports that reconcile data with utility bill accounts payable to ensure the quality of the data entered, to ensure consistency with previous billing, elimination of gaps or duplicate entries, and reasonable protection against user errors in data entry. Statistical accuracy of the Third Party Software's routine weather adjustment process uses industry-standard linear regression techniques and is evaluated on a meter-by-meter basis. Data analysis does not involve sampling since the actual data, as entered into the Third Party Software, is used for any savings calculations. The accuracy of the Third Party Software's calculations has been validated empirically against the Department of Energy's ENERGY STAR program, which benchmarks buildings' performance. The calculations of the Third Party Software are consistent with ENERGY STAR results in determining increase in building energy utilization index (EUI – Energy usage per square foot per year).

- 12. Budget** The cost of M&V includes the Third Party Software cost, as defined in the Contract, plus a portion of the Energy Specialist's time. The Third Party Software cost is defined in the Contract. More time will be required early in the energy program by the Energy Specialist as the baselines are determined and the Energy Specialist becomes familiar with the Third Party Software and the process for entering data and determining savings. Once the utility bills have been entered, the baseline has been determined and the Energy Specialist has become familiar with the Third Party Software and the process, subsequently, the savings determination process and its review with operating and administrative staff is expected to require approximately 5% of an Energy Specialist's time, across all meters and facilities for the Organization.
- 13. Report Format** Cost avoidance will be calculated on a monthly basis as set out in the Contract. M&V and cost avoidance reports will be prepared and provided at least semi-annually to the Organization. Cost avoidance calculations will commence with a formal data release occurring approximately five months after the Energy Specialist is in place. Cost avoidance reports will include results from the Third Party Software and show energy as well as expenditure savings versus the baseline. Cost avoidance reports have different formats for different audiences, but in general show usage and cost for: baseline actual, baseline adjusted to reporting period conditions, reporting period actual, and calculated cost avoidance (adjusted baseline minus reporting period actual).
- 14. Quality Assurance** Cenergistic quality assurance procedures and testing principles are applied to the baseline and performance data at the beginning of each program and periodically throughout the term of the Contract. Testing includes, but is not limited to a review of the baseline for compliance with contractual terms including M&V Plan, testing of baseline data for reasonableness, accuracy and completeness, substantive sampling techniques for Third Party Software bill entry data correctness, Third Party Software settings and standard and special adjustments appropriateness and correctness.

The parties agree this M & V plan will be modified as mutually agreed to reflect changes that occur or additional data that may be obtained.

This M & V plan has been developed for Bartlesville Public Schools by the following qualified professional.

**CENERGISTIC LLC**

  
\_\_\_\_\_

**Eileen Byrd**

**SENIOR VICE PRESIDENT - QUALITY ASSURANCE**

**CERTIFIED PUBLIC ACCOUNTANT (Texas State Board of Public Accountants)**

**CERTIFIED INTERNAL AUDITOR (Institute of Internal Auditors)**

**CERTIFIED QUALITY ENGINEER (American Society of Quality)**

**CERTIFIED MEASUREMENT AND VERIFICATION PROFESSIONAL (Association of Energy Engineers)**

**CERTIFIED ENERGY MANAGER (Association of Energy Engineers)**

**Customer:** BARTLESVILLE PUBLIC SCHOOLS

**Addr:** P.O. BOX 1357  
BARTLESVILLE OK 74005-1357

**October Membership:** 5828

**MAS:** MUNICIPAL ACCOUNTING SYSTEMS, INC.

**Addr:** 908 EAST 35TH STREET  
SHAWNEE, OK 74804

**Phone:** (800)749-5691 **Fax:** (405)275-7091

**Re-Occurring Fiscal Year Charges**

Re-Occurring Fiscal Year Charges are based on the membership (200 minimum) from the latest October 1 count.

Description	Total
Appropriated Funds	\$11,906.00
-Additional Contact(s): 1 - Amount: \$250.00	
Payroll	NA
- Usage Fee Included In Appropriated Funds	
Treasurer	\$2,331.20
Activity Funds	\$1,165.60
Personnel	\$2,331.20
Purchase Requisition	NA
<b>Total 2021-2022 Fiscal Year Charges:</b>	
	<b>\$17,734.00</b>

**Terms and Conditions**

- The software charge includes phone support for one (1) designated contact per application. Additional contacts can be added at an additional cost. MAS shall provide the phone support during normal business hours of 8:00 a.m. to 5:00 p.m. CST, Monday through Friday, exclusive of holidays. MAS shall have full and free access to the Customer equipment and software to provide support.
- The software charge includes interactive online training via training videos and webinars.
- On-site training (by appointment only) will be charged \$750.00 per day from 9:30 a.m. through 3:30 p.m. CST and \$.55/mile roundtrip. Additional time is \$100.00 per hour.
- Customer agrees that MAS shall not be liable to Customer for any incidental or consequential damages, loss, or other liabilities arising out of the use or inability to use the software.
- The terms and conditions of this agreement supersede those of all previous agreements between the parties with respect to the use of the software and such use hereafter is subject to the terms and conditions of this agreement.
- This agreement shall be governed by the Laws of the State of Oklahoma.

**Software as a Service**

- Definitions.
  - Application means the software and other material used by MAS to access, configure, and provide the Services. The Application(s) identified in the Service Order Agreement are licensed on a subscription basis and delivered as hosted online software using the Software as a Service (SaaS) model.
  - Charges mean the fees payable by Customer pursuant to the Software Service Order Agreement.
  - Customer Data means any data that Customer sends to the Service and any data that Customer receives from the Service in fulfillment of a request, excluding any content deemed to be Intellectual Property.
  - Documentation means instructions and examples pertaining to appropriate integration with and proper use of the Services.
  - Intellectual Property Rights means all intellectual property rights, including patents, trademarks, trade name, service mark, copyright, trade secrets, know-how, process, technology, development tool, ideas, concepts, design right, domain names, moral right, database right, methodology,

algorithm and invention, and any other proprietary information (whether registered, unregistered, pending, or applied for).

(f) Privacy Policy and Terms of Service means the MAS Privacy Policy and Terms of Service in effect at the time of this Agreement, which is incorporated herein by reference and which is subject to change without notice.

(g) Service shall have the meaning set forth in the MAS Privacy Policy and Terms of Service.

(h) Service Order Agreement means the Software Service Order Agreement delivered by MAS to Customer which sets forth the service and fees for the current fiscal year.

(i) Usage Data means any data that MAS collects or generates during the performance of the Service, including non-confidential elements of Customer Data.

2. Service.

(a) MAS Obligations. MAS hereby agrees, subject to and during the term of this Agreement and the Privacy Policy and Terms of Service: (i) to provide the Service to Customer; (ii) to grant or procure a right for Customer to access and use the Application as a part of the Service only; and (iii) to use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Service.

(b) Customer Obligations. Customer hereby agrees, as allowed by Oklahoma constitution or law, subject to and during the term of this Agreement: (i) to comply with the Privacy Policy and Terms of Service; (ii) not to reverse-engineer the Application; (iii) to use an appropriate integration method for the volume and/or nature of queries to the Service; (iv) that it is solely responsible for all of its activities and for the accuracy, integrity, legality, reliability, and appropriateness of all Customer Data; (v) to use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify MAS promptly of any such unauthorized use; (vi) to comply with all applicable laws in using the Service, wherever such use occurs, and not use, or require MAS to use, any Customer Data obtained via the Service for any unlawful purpose; and (vii), to accurately represent Customer's use of the Service and data obtained from the Service.

3. Service Order Agreement. The Service Order Agreement will be effective only when signed by Customer and MAS. Any modifications or changes to the Services under any executed Service Order Agreement will be effective only if and when memorialized in a mutually agreed written change order signed by both Parties.

4. Access to the Service, Attribution, and Charges.

(a) Customer Accounts. Customer must provide MAS with valid contact information prior to receiving access to the Service in compliance with the Privacy Policy and Terms of Service.

(b) Data Preparation & Configuration. Customer will ensure that: (i) Customer Data is in proper format as specified by the Documentation and (ii) no other software, data, or equipment having an adverse impact on the Service has been introduced.

5. Availability, Maintenance, and Technical Support.

(a) Availability & Maintenance. MAS will use commercially reasonable efforts to make the Service available. Downtime for maintenance, upgrades, enhancement, or any other reason, may be scheduled at any time.

(b) Technical Support. Unless otherwise provided in the Service Order Agreement, MAS will offer technical and customer support on a first-come, first-served basis during regular business hours, Central Standard Time.

6. Third-Party Software Integration Acknowledgements, Representations, and Agreements. MAS will provide software as part of the Service that will allow the Customer to share data with third-party applications.

(a) It is understood and agreed that MAS is not responsible for the security of the data once it has been provided by the Customer to a third party using the Service.

(b) It is understood and agreed that MAS is not releasing this data to a third party. It is acknowledged and agreed that under no circumstance shall MAS be deemed to be a direct or indirect transferor of information/data to any third party. MAS is only providing software that will allow the Customer to share data with third-party applications.

(c) Customer hereby represents that it is aware of all duties, requirements and restrictions set forth under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Par 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPPA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance.

(d) Customer hereby represents that it shall perform all duties and requirements set forth under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Par 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPPA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance.

(e) Customer hereby represents that it shall refrain from performing any act restricted under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Par 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPPA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance.

(f) Customer hereby agrees that it shall, as allowed by Oklahoma constitution or law, defend, indemnify, reimburse, and make whole in any manner, MAS for any form of damages sustained as a direct or indirect result of the Customer's failure to follow any duty, requirement, restriction or other that is mandated under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Par 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPPA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance. This shall include any and all attorney fees, costs, expenses, expert fees, and other that MAS could incur.

(g) Customer represents that it shall obtain all necessary authorizations (including authorizations from any parent/guardian, student or other interested third person) as required by law before any information/data is transferred by it to a third party.

7. Intellectual Property Rights.

- (a) MAS Intellectual Property. MAS and its third-party licensors (as appropriate) shall retain all Intellectual Property Rights in the Service and Usag Data. Except as expressly set forth herein, no MAS Intellectual Property Rights are granted to Customer.
- (b) Customer Intellectual Property. Customer retains all Intellectual Property Rights in Customer Data. Customer grants MAS a license: (i) to use the Customer Data to the extent necessary for the performance of the Services; (ii) to keep an archival copy subject to the provisions of the relevant data protection regulations; and (iii) to create Usag Data by collecting non-confidential elements of Customer Data, such as dates, location codes, equipment types, carriers, and other data as determined by MAS and in conjunction with automatically generated data such as IP address, time, and frequency of access.
- (c) Feedback Relating to Services. MAS shall have a perpetual royalty-free, irrevocable, worldwide license to use and incorporate into the Services any suggestions, ideas, modification requests, feedback, or other recommendations related to the Services provided by or on behalf of Customer.
- (d) Derivatives and Compilations of Usag Data. MAS shall have a perpetual royalty-free, irrevocable, world-wide license to use, sublicense, and publish derivative works and compilations resulting from collection and analysis of Usag Data.
8. Privacy and Personal Information.
- (a) MAS's Privacy Policy. MAS's Privacy Policy and Terms of Service, made a part hereof, is available at [www.wengage.com](http://www.wengage.com).
9. Term; Termination.
- (a) Term. This Agreement is effective for the fiscal year set forth in the Software Service Order Agreement unless earlier terminated by either Customer or MAS.
- (b) Termination Without Cause. Customer may terminate this Agreement by discontinuing use of the Service and paying any remaining charges. MAS may terminate this Agreement by discontinuing its provision of the Service to Customer, in which case Customer is not obligated to pay any remaining charges.
- (c) Breach. MAS may terminate this Agreement if Customer breaches any material obligation provided hereunder, including Customer's obligations specified in Section 2(b), which breach is not cured within five (5) days of MAS's notice to Customer.
10. Confidential & Proprietary Information. For purposes of this Section, a Party receiving Confidential & Proprietary Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser."
- (a) Acknowledgment. Customer hereby acknowledges that the Service (including any Documentation, source code, translations, compilations, partial copies, and derivative works used in connection with the Services) is provided using confidential and proprietary information belonging exclusively to MAS or its third-party licensor (as appropriate), and MAS hereby acknowledges that Customer Data contains confidential and proprietary information belonging exclusively to Customer or relating to its affairs (in each case, "Confidential & Proprietary Information"). Confidential & Proprietary Information does not include: (i) information already known or independently developed by Recipient outside the scope of this relationship by personnel not having access to any Confidential & Proprietary Information; (ii) information in the public domain through no wrongful act of Recipient, or (iii) information received by Recipient from a third-party who was free to disclose it.
- (b) Covenant. Recipient hereby agrees that during the Term and at all times thereafter it shall not use, commercialize, or disclose such Confidential & Proprietary Information of the Discloser to any person or entity, except to its own employees and agents having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser. Recipient shall not: (i) alter or remove from any Confidential & Proprietary Information of the Discloser any proprietary legend, or (ii) decompile, disassemble, or reverse engineer the Confidential & Proprietary Information (and any information derived in violation of such covenant shall automatically be deemed Confidential & Proprietary Information owned exclusively by the Discloser). Recipient shall use at least the same degree of care in safeguarding the Confidential & Proprietary Information of the Discloser as it uses in safeguarding its own confidential information, but in any event at least reasonable care. Upon termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall, upon request by Discloser, return or destroy (as instructed by Discloser) all Confidential & Proprietary Information of Discloser in its possession or control and cease all further use thereof.
- (c) Injunctive Relief. Recipient acknowledges that violation of the provisions of this Section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.
11. Notices. Notices sent to either Party shall be effective when delivered in person or transmitted electronically, one (1) day after being sent by overnight courier, two (2) days after being sent by first class mail postage prepaid to a physical address provided by the Customer, or five (5) days after being sent by email from MAS to the address in the Customer account. A copy of this Agreement and notices generated in good form shall be treated as "original" documents admissible into evidence unless a document's authenticity is genuinely placed in question.
12. Survival. Termination shall have no effect on the Parties' rights or obligations under Section 8 ("Privacy and Personal Information"); Section 10 ("Confidential & Proprietary Information"), Section 13 ("Independent Contractor Status"), any payment obligations or any provision which by its nature should survive.
13. Independent Contractor Status. Each Party and its employees and agents are independent contractors in relation to the other Party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the Parties. Each Party shall remain responsible and shall, as allowed by Oklahoma constitution or law, indemnify and hold harmless the other Party, for the withholding and payment of all federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies, or employee benefit requirements now existing or hereafter enacted and attributable to themselves and their respective people.
14. Miscellaneous. This document and the documents incorporated herein constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. MAS reserves all rights not specifically granted herein. Neither Party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be excused by this provision. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically

conform to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

**Prepared By:**

*Pam Humphrey*

**Date Prepared:**

2/4/2021

**Accepted By (please circle one): Superintendent / Board President**

**Signature:**

**Date Accepted:**