

## **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, April 15, 2024 at 5:30 PM

I. Call Meeting to Order

II. Flag Salute

III. Board Changes

III.A. Acknowledge receipt of Election Certificates from the Washington County Election Board for Board Offices 4, 5, and 6

III.B. Discussion and possible board action for the annual appointment of President, Vice-President/Deputy Clerk, and Clerk of the Board of Education pursuant to OKLA STAT Title 70, Sections 5-119

IV. Spotlight

IV.A. Bartlesville Public School Foundation

- Arvest Foundation Donation
- Bruins on the Run Lead Mentors

IV.B. Introduce New Bruin Basketball Coach

V. 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

VI. Superintendent's Report

VI.A. Teaching & Learning Update

VI.B. Construction Update

VI.C. Financial Update

VI.D. Upcoming Board of Education Meetings

- Regular Meeting - Monday, May 20, 2024; 5:30 p.m.

VII. 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 discussion, consideration, and vote.

VII.A. Approval of Minutes as set out on Attachment "A"

- March 11, 2024 (Regular Meeting)
- March 25, 2024 (Special Meeting)

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

VII.C. Acceptance of Financial Reports for March 2024 as set out on Attachment "C"

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

VII.E. Acceptance of Donations/Interest Earnings as set out on Attachment "E"

VII.F. Acceptance of Treasurer's Report as set out on Attachments "F"

VII.G. Acceptance of Activity Fund Report as set out on Attachment "G"

VII.H. Approval of Activity Fund Transfers as listed on Attachment "H"

VII.I. Declaration of Items as Surplus as set out on Attachment "I"

VII.J. Approval of Lease Purchase Items as set out on Attachment "J"

VII.K. Approval of Form 307 Supplemental Appropriations for the Co-Op Fund as set out on Attachment "K"

VII.L. Approval of a contract with Clearwater Enterprises, L.L.C. as the District's third party gas supplier as set out on Attachment "L"

VII.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 Attachment "M"

VII.N. Approval of the 2024-2025 Application for Temporary Appropriations as set out on Attachment "N"

VII.O. Approval of Agreement with ESS South Central, LLC, to provide substitute staff placement services as set out on Attachment "O"

VII.P. Approval of the Resolution for Schools and Libraries Universal Services (E-Rate) for 2024-2025 FY as set out on Attachment "P"

### VIII. Action Topics

VIII.A. Receive Bids For The Purchase Of \$10,140,000 Combined Purpose General Obligation Bonds, Series 2024A 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

VIII.B. Recommendation, Consideration And Vote To Approve A Resolution Providing For The Issuance Of Combined Purpose General Obligation Bonds, Series 2024A In The Sum Of \$10,140,000 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

VIII.C. Receive Bids For The Purchase Of \$4,700,000 General Obligation Building Bonds, Series 2024B 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

VIII.D. Recommendation, Consideration And Vote To Approve A Resolution Providing For The Issuance Of General Obligation Building Bonds, Series 2024B In The Sum Of \$4,700,000 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

IX. Proposed executive session to discuss the employment of the employees listed below. 25 O.S. Section 307(B)(1).

- Axsom, Morgan
- Bankston, Staci
- Beckley, Marci
- Birk, Jessica
- Birk, Preston
- Brown, Kevin
- Chancellor, LaDonna
- Curtis, Stephanie
- Dilbeck, Thad
- Eidson, Joey
- Hancock, Matt
- Harp, Michael
- Herald, Damon
- Holmes, Tiffany
- Ickleberry, Kerry
- Imhoff, Shawn
- Kestner, Aaron
- Krause, Tammie
- Kuntz, Aaron
- Langham, Jason
- Lumbley, Mandy
- Meador, Granger
- Myers, Chanda

- Niko, Angie
- Patterson, Lori
- Smith, Eliot
- Southwick, Cheron
- Wright, Harry

IX.A. Vote to convene in executive session

IX.B. Vote to return to open session

IX.C. Statement of executive session minutes

X. Discussion and possible board action to rehire administrators listed on Agenda Item IX for the 2024-25 school year

XI. 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).

XII. 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.

XIII. Adjournment

Posted at the front door of the Education Service Center, 1100 South Jennings Avenue, Bartlesville, Oklahoma, at 5:30 p.m., April 12, 2024, by Laci Harris, Minutes Clerk of the Board.

COUNTY ELECTION BOARD  
**STATE OF OKLAHOMA**

WASHINGTON COUNTY  
**CERTIFICATE OF ELECTION**

Pursuant to the Constitution and Statutes of the State of Oklahoma,  
the County Election Board certifies that

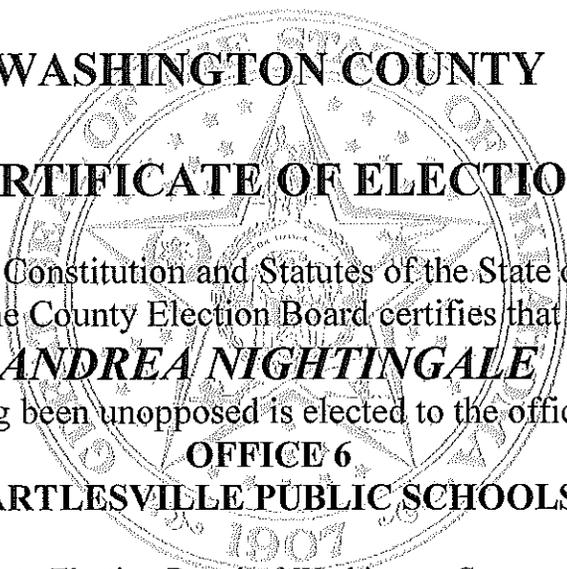
***ANDREA NIGHTINGALE***

Having been unopposed is elected to the office of

**OFFICE 6**

**BARTLESVILLE PUBLIC SCHOOLS**

In testimony whereof, the County Election Board of Washington County of Oklahoma has caused this Certificate of Election to be issued by the Secretary of the Washington County Election Board and its official seal to be hereunto affixed on the 11<sup>TH</sup> day of December 2023.

  
*Yvonne House*

Yvonne House, Washington County Election Board



COUNTY ELECTION BOARD  
**STATE OF OKLAHOMA**

WASHINGTON COUNTY  
**CERTIFICATE OF ELECTION**

Pursuant to the Constitution and Statutes of the State of Oklahoma,  
the County Election Board certifies that

***KINDER SHAMHART***

Having been unopposed is elected to the office of  
**OFFICE 5**

**BARTLESVILLE PUBLIC SCHOOLS**

In testimony whereof, the County Election Board of Washington County of Oklahoma has caused this Certificate of Election to be issued by the Secretary of the Washington County Election Board and its official seal to be hereunto affixed on the 11<sup>TH</sup> day of December 2023.

Yvonne House

Yvonne House, Washington County Election Board



# COUNTY ELECTION BOARD STATE OF OKLAHOMA

## WASHINGTON COUNTY CERTIFICATE OF ELECTION

Pursuant to the Constitution and Statutes of the State of Oklahoma,  
the County Election Board certifies that

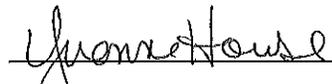
***JASON C. SAUER***

Having been unopposed is elected to the office of

**OFFICE 4**

**BARTLESVILLE PUBLIC SCHOOLS**

In testimony whereof, the County Election Board of Washington County of Oklahoma has caused this Certificate of Election to be issued by the Secretary of the Washington County Election Board and its official seal to be hereunto affixed on the 11<sup>TH</sup> day of December 2023.



Yvonne House, Washington County Election Board



## New Teacher Academy Cohort 2 Reception

- Recognized 39 New Teachers
- Guest Speaker
  - BPS Teacher of the Year, Kelsey Bridges





## **Special Olympics Send Off**

- May 15 7:00 - 7:30 (BHS Hillcrest Circle Drive)
  - Special Olympics Stage Games May 15 - 17

## **Graduation**

- May 17 8:00 pm (Custer Stadium)
  - Rain Plan: Adjust time on Friday evening or postpone until Saturday.

# AGRICULTURAL CENTER & WAYSIDE CONSTRUCTION UPDATE APRIL 2024



# AGRICULTURAL CENTER

Looking north



# AGRICULTURAL CENTER

Looking northeast



**AGRICULTURAL  
CENTER**

**Greenhouse**



**AGRICULTURAL  
CENTER**

**Looking east**



**AGRICULTURAL  
CENTER**

**West main entry**



**AGRICULTURAL  
CENTER**

**Lobby**



**Office,  
labs,  
kitchen**

**Vet.  
areas,  
green-  
houses**

**Store**

**Arena**

**AGRICULTURAL  
CENTER**

**Classroom**



**AGRICULTURAL  
CENTER**

**Arena  
looking  
southwest**



WAYSIDE

**Retaining Wall  
northwest of  
Early Childhood  
Addition**



**WAYSIDE**

**Connecting link  
from southwest  
end of Early  
Childhood  
Addition**



**WAYSIDE**

**Connecting link  
from  
Early Childhood  
Addition  
into older addition**



**WAYSIDE**

**Girls  
Restroom**



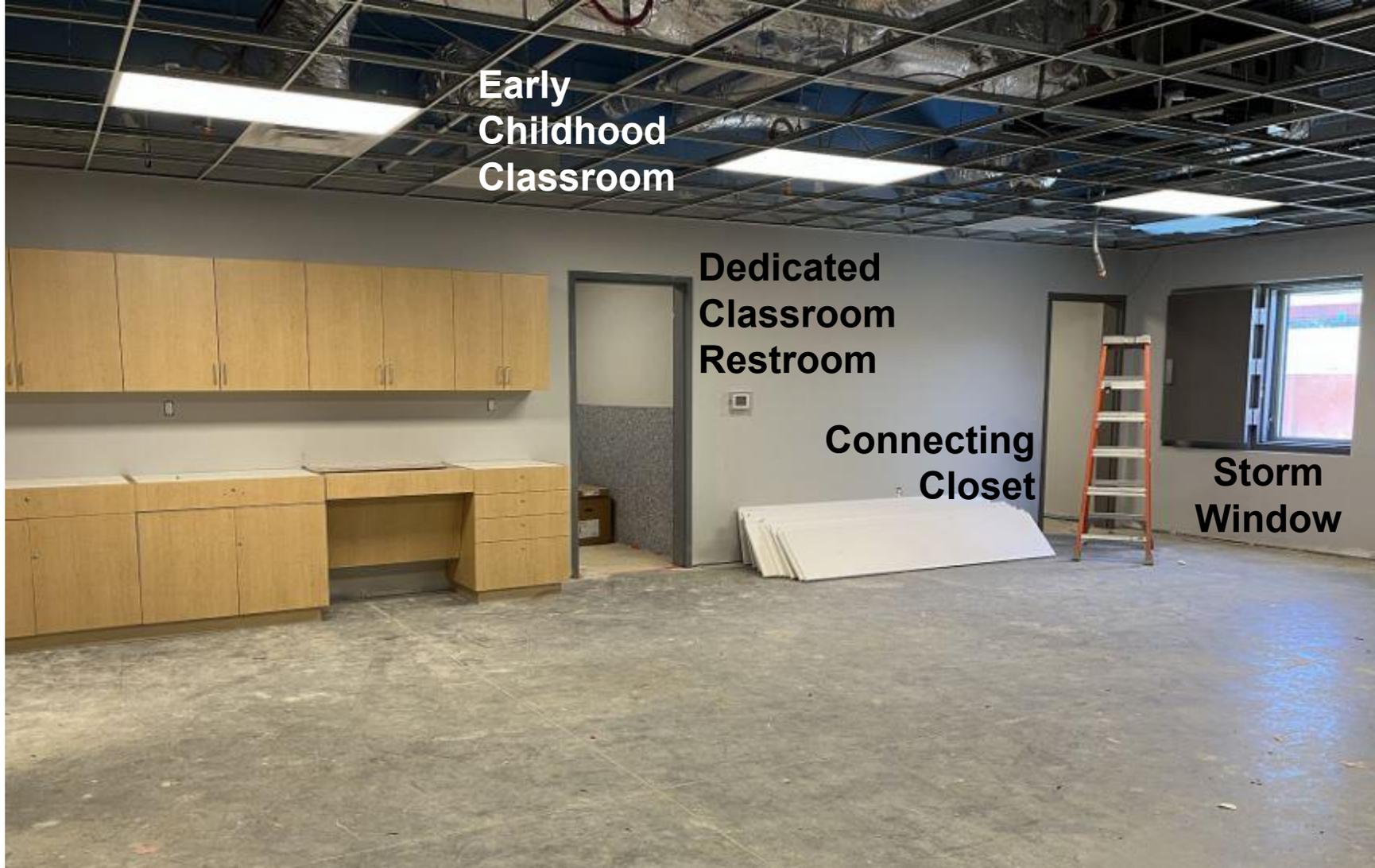
**WAYSIDE**

**Early  
Childhood  
Classroom**

**Dedicated  
Classroom  
Restroom**

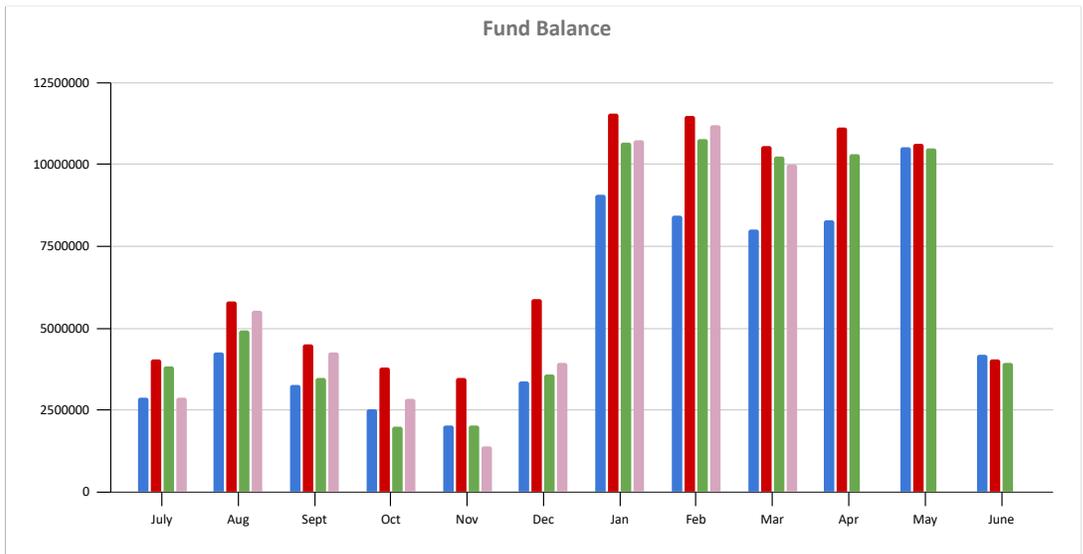
**Connecting  
Closet**

**Storm  
Window**



**Bartlesville Public Schools**  
**General Fund Cash Flow/Fund Balance Analysis**  
**Fiscal Years 2021-2024**

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
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	4,200,803
FY 22	4,038,487	5,820,698	4,514,519	3,791,124	3,473,996	5,890,844	11,543,174	11,482,445	10,580,756	11,130,934	10,639,955	4,065,794
FY 23	3,849,461	4,937,743	3,495,740	2,009,542	2,034,853	3,581,279	10,680,690	10,779,483	10,262,132	10,302,023	10,511,033	3,931,988
FY 24	2,870,004	5,541,192	4,276,609	2,838,027	1,377,252	3,961,327	10,752,812	11,197,027	9,987,169			
FY24-FY23	(979,457)	603,449	780,869	828,485	(657,601)	380,048	72,122	417,544	(274,963)			



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

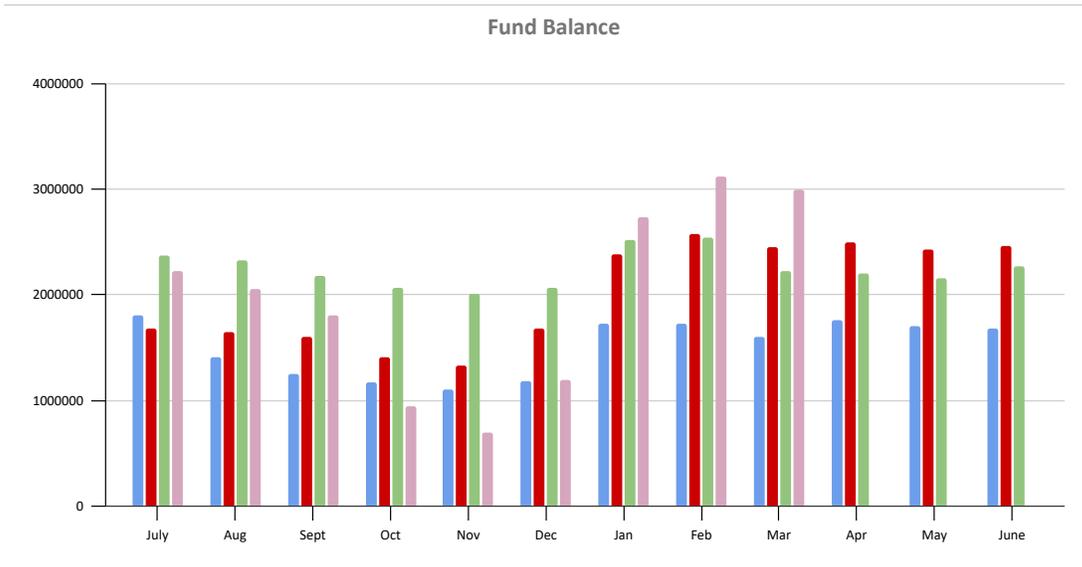
	March	2023-24 Year to Date Total	2022-23 Year to Date Total	2021-22 Year to Date Total
Beginning balance	\$ 11,197,027	\$ 3,931,988	\$ 4,065,794	\$4,200,803
Local	617,381	11,937,795	10,866,166	10,072,275
County	27,274	1,360,302	1,308,119	1,336,724
State	3,194,045	25,951,161	22,394,899	20,359,824
Federal	325,803	4,248,082	4,493,031	6,488,837
Other sources	1,319	94,840	8,519	56,343
	<u>4,165,822</u>	<u>43,592,180</u>	<u>39,070,734</u>	<u>38,314,003</u>
Total cash available	15,362,849	47,524,168	43,136,528	42,514,806
<u>Requirements:</u>				
Salaries	3,025,589	22,298,953	19,554,425	18,197,534
Benefits	1,037,606	7,544,571	6,742,945	6,211,929
Professional services	128,069	856,630	361,405	449,791
Property services	581,949	2,663,113	2,505,996	2,537,778
Other purchased services	38,305	1,122,083	921,773	809,590
Supplies & materials	539,757	2,575,063	1,993,556	2,431,893
Property	20,769	57,691	392,133	912,095
Other uses	3,636	418,895	402,163	383,440
	<u>5,375,680</u>	<u>37,536,999</u>	<u>32,874,396</u>	<u>31,934,050</u>
Ending balance	<u><u>9,987,169</u></u>	<u><u>9,987,169</u></u>	<u><u>10,262,132</u></u>	<u><u>10,580,756</u></u>

**Bartlesville Public Schools  
General Fund Revenue Detail**

	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	2023-24 Total
1110 Ad valorem tax - current						2,403,295.05	6,557,026.50	1,169,211.88	187,975.20				10,317,508.63
1121-1122 Ad valorem tax - prior	95,532.69	19,903.88	82,205.01	20,671.95	12,348.55	14,117.00	9,447.99	60,733.18	8,230.72				323,190.97
1130 In lieu of tax	0.07												0.07
1190 Other taxes													-
1213-1214 Testing fees	493.13	431.25	196.25	350.75	275.00	332.50	505.00	173.75					2,757.63
1230-1290 Tuition							17,242.50						17,242.50
1310 Interest on investments	19,986.87	19,257.24	21,713.45	86,782.91	21,821.17	28,615.43	92,354.00	99,211.39	109,779.76				499,522.22
1351									8,843.91				8,843.91
1352 Interest on unapport. Tax	157.09	263.00	41.15	217.69	41.96	545.50		13,927.80	5,010.51				20,204.70
1353									1,358.27				1,358.27
1410 Rent		4,942.00					1,892.62						6,834.62
1440 Sale of equipment		4,500.00						147.00					4,647.00
1510 Insurance loss recoveries							7,700.81		11,828.10				19,528.91
1530 Damage recovery				320.00									320.00
1580 Activity trip reimb	2,340.29	1,411.15	4,863.79	5,132.97	3,338.83	17,841.10	1,462.27	1,667.84	6,002.96				44,061.20
1590 Miscellaneous reimb	1,359.00	18,573.67	40,000.00	875.00	21,598.49	2,100.00	3,902.50	5,225.94	1,368.71				95,003.31
1610 Donations		213,228.75	4,000.00	500.00		2,500.00	72,500.00	1,000.00	276,753.60				570,482.35
1680 Refunds	2,249.00	97.99		1,874.96									4,221.95
1690 Miscellaneous		25.00	691.00	323.00	325.00	205.00	158.00	110.00	229.00				2,066.00
2100 County-wide 4-mill	11,521.78	3,517.47	9,767.07	2,415.76	1,487.94	260,846.88	696,722.32	157,290.90	27,274.20				1,170,844.32
2200 Mortgage tax	16,227.08	9,912.73	13,294.27	12,649.05	13,908.23	10,743.86	20,952.59	7,149.21					104,837.02
2300 Resale Property			84,621.00										84,621.00
3110 Gross production tax	2,804.04	3,394.17	2,119.11	2,901.25	3,499.36	3,366.34	5,427.62	3,405.49	3,096.29				30,013.67
3120 Motor vehicle tax	40,923.02	227,201.49	237,810.51	227,012.98	221,861.55	198,215.42	196,071.39	203,819.32	234,614.57				1,787,530.25
3130 Rural electric tax	4,588.38	5,337.68	5,733.15	5,720.65	4,378.39	3,999.48	4,312.11	4,676.39	6,264.41				45,010.64
3140 State school land earnings	93,412.60	57,862.82	52,676.69	87,838.62	69,657.14	73,174.90	122,505.84	107,495.18	72,684.69				737,308.48
3150 Vehicle tax stamps	1,024.57	2,100.29	779.75	1,521.77	449.16	3,514.98		75.46					9,465.98
3160 Farm implement tax stamps	365.39		521.22	426.29	112.84	116.42		25.23	569.42				2,136.81
3210 Foundation aid		2,340,979.22	2,340,979.21	2,340,979.22	2,340,979.21	2,340,979.22	2,670,899.87	2,394,508.88	2,396,626.62				19,166,931.45
3250 FBA		382,113.47	410,466.58	396,290.03	396,290.02		487,410.34	433,049.22	414,362.11				3,316,271.80
3310 Alternative education						59,403.02		29,701.50					89,104.52
3412 NBCT Stipend							45,000.00						45,000.00
3415 Reading Sufficiency						92,364.80							92,364.80
3420 State textbooks		393,839.52					8,906.00						402,745.52
3430 Education matching	1,823.13	3,622.48				3,722.36		3,696.26	3,699.48				16,563.71
3436						41,155.83			27,437.22				68,593.05
3440 Drivers education			3,600.00										3,600.00
3470						6,537.02	5,204.00						11,741.02
3690 Other state								9.48					9.48
3811 Vocational programs			5,940.00			18,640.00			5,940.00				30,520.00
3812 Vocational programs			38,750.00			28,750.00			28,750.00				96,250.00
3892 Lottery Fund													-
4140 Title VII		75,665.09											75,665.09
4162 Flood Control				128.15									128.15
4210 Title I - Part A	366,247.22				150,627.96	268,931.95	142,012.24	133,783.46					1,061,602.83
4271 Title II	38,987.61					127,460.72	31,276.16	1,617.55	36,712.75				236,054.79
4281 Title III						15,929.87	53.58		3,319.46				19,302.91
4310 IDEA B - Special Education	373,821.55			117,725.70	184,844.41	121,267.61	295.94	117,447.69	113,165.49				1,028,568.39
4340 Preschool				6,048.56	11,548.70	6,048.86		6,048.86	1,436.63				31,131.61
4442 Title IV reimb	7,387.48				12,139.85	17,237.18	1,431.46	1,301.95	7,021.19				46,519.11
4470 Title VI	4,496.95				9,767.13	30,964.84	4,711.17	27,858.64	4,136.45				81,935.18
4550 Johnson-O'Malley	34,715.38												34,715.38
4611 Title II - Adult Education	9,010.66	20,040.09				12,048.96		16,651.85	14,044.65				71,796.21
4689 Other federal	9,537.08	396,986.01	1,749.00	10,756.01	10,756.87	730,376.01	247,337.43	7,197.92	145,966.47				1,560,662.80
4740													-
4821 Carl Perkins													-
5150-5160 Activity trip reimb	517.61	2,997.92	1,447.43	993.26	1,347.39	1,438.38	9,263.55	75,514.63	1,319.37				94,839.54
5600 Correcting entries													-
	<b>1,139,529.67</b>	<b>4,208,204.38</b>	<b>3,363,965.64</b>	<b>3,330,456.53</b>	<b>3,493,405.15</b>	<b>7,343,076.52</b>	<b>11,463,985.80</b>	<b>5,083,733.85</b>	<b>4,165,822.21</b>	-	-	-	<b>43,592,179.75</b>

**Bartlesville Public Schools**  
**Building Fund Cash Flow/Fund Balance Analysis**  
**Fiscal Years 2021-2024**

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
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	1,684,445
FY 22	1,679,068	1,650,738	1,603,511	1,409,125	1,330,742	1,679,650	2,379,737	2,573,301	2,450,148	2,501,582	2,427,095	2,457,578
FY 23	2,373,307	2,325,652	2,179,139	2,067,799	2,013,071	2,061,346	2,515,458	2,539,550	2,224,587	2,205,420	2,153,904	2,265,535
FY 24	2,224,183	2,052,836	1,807,955	947,532	692,259	1,192,603	2,737,169	3,118,725	2,998,442			
FY24-FY23	(149,124)	(272,816)	(371,184)	(1,120,267)	(1,320,812)	(868,743)	221,711	579,175	773,855			



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

	March	2023-24 Year to Date Total	Prior Year Year to Date Total
	<u>          </u>	<u>          </u>	<u>          </u>
Beginning balance	\$ 3,118,725	\$ 2,265,535	\$ 2,457,578
<u>Revenue:</u>			
Local	32,181	2,073,428	1,459,848
State	81	715,590	22,396
Other sources	<u>          </u>	<u>          </u>	<u>          </u>
	32,262	2,792,121	1,482,244
Total cash available	3,150,987	5,057,656	3,939,822
<u>Requirements:</u>			
Professional services	11,800	114,278	124,750
Property services	129,054	717,105	718,182
Other purchased services		-	
Supplies & materials	11,691	99,786	184,505
Property		1,128,045	687,798
Other uses	<u>          </u>	<u>          </u>	<u>          </u>
	152,545	2,059,214	1,715,235
Ending balance	<u>          </u>	<u>          </u>	<u>          </u>
	2,998,442	2,998,442	2,224,587

## **MINUTES OF THE BOARD OF EDUCATION REGULAR MEETING - March 11, 2024**

The Board of Education of Independent School District No. 30 of Washington County, Bartlesville, Oklahoma met at the Education Service Center - Board of Education Meeting Room 1100 South Jennings Ave., Bartlesville, OK 74003 on Monday, March 11, 2024 at 5:30 PM.

**Absent:** Suzy Keirse, **Present:** Scott Bilger, Rick Boswell, Randy Herren, Andrea Nightingale, Jason Sauer, Kinder Shamhart. Present: 6, Absent: 1.

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

### **II. Flag Salute**

### **III. Spotlight**

#### **III.A. Recognition of Academic All-State students**

Principal Michael Harp recognized the students and their accomplishments.

#### **III.B. Recognition of Bruin Swim teams**

Coach Chad Englehart introduced the girls and boys swim teams.

#### **III.C. Recognition of Clent Stewart**

Athletic Director Thad Dilbeck and Superintendent McCauley thanked Coach Stewart for his ten years as basketball coach.

### **IV. Public Comment**

Bartlesville Teacher Association representative Anna Thom thanked the board for the opportunity for Legislative Advocacy Days.

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

#### **V.A. Teaching & Learning Update**

LaDonna Chancellor

#### **V.B. Construction Update**

Caleb Rovenstine

#### **V.C. Financial Update**

Preston Birk

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

- Special Meeting - Monday, March 25, 2024; 12:00 p.m.
- Regular Meeting - Monday, April 15, 2024; 5:30 p.m.

### **VI. Consent Agenda**

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

- February 19, 2023 (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 February 2024 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/Interest Earnings 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. Approval of the contract for Jenkins & Kemper CPAs to perform the district's annual audit for the year ending June 30, 2024 and prepare the Estimate of Needs for 2024-2025 as set out on Attachment "H"**

**VI.I. Approval of a renewed contract with SylogistEd Inc. (formerly MAS) as set out on Attachment "I"**

**VI.J. Approval of Policy EIA: Parent Participation in the School District as set out on Attachment "J"**

**Order #1.2024 – Motion Passed** to approve Consent Agenda items A through J. This motion, made by Rick Boswell and seconded by Andrea Nightingale, Passed. Jason Sauer: Yea, Kinder Shamhart: Yea, Randy Herren: Yea, Andrea Nightingale: Yea, Rick Boswell: Yea, Scott Bilger: Yea. Yea: 6, Nay: 0

## **VII. Action Topics**

**VII.A. Recommendation, Consideration And Vote To Approve A Resolution Fixing The Amount Of Combined Purpose General Obligation Bonds, Series 2024A To Mature Each Year; Fixing The Time And Place The Bonds Are To Be Sold; Designating A Registrar/Paying Agent And Disclosure Counsel; Approving The Preliminary Official Statement And Distribution Thereof; Authorizing The Clerk To Give Notice Of Said Sale As Required By Law And Approving Other Matters Related To The Issuance Of Said Bonds**

**Order #2.2024 – Motion Passed** to approve Action Topic A for \$10,140,000. This motion, made by Rick Boswell and seconded by Jason Sauer, Passed. Jason Sauer: Yea, Kinder Shamhart: Yea, Randy Herren: Yea, Andrea Nightingale: Yea, Rick Boswell: Yea, Scott Bilger: Yea. Yea: 6, Nay: 0

**VII.B. Recommendation, Consideration And Vote To Approve A Resolution Fixing The Amount Of General Obligation Building Bonds, Series 2024B To Mature Each Year; Fixing The Time And Place The Bonds Are To Be Sold; Designating A Registrar/Paying Agent And Disclosure Counsel; Approving The Preliminary Official Statement And Distribution Thereof; Authorizing The Clerk To Give Notice Of Said Sale As Required By Law And Approving Other Matters Related To The Issuance Of Said Bonds**

**Order #3.2024 – Motion Passed** to approve Action Topic B for \$4,700,000. This motion, made by Rick Boswell and seconded by Kinder Shamhart, Passed. Jason Sauer: Yea, Kinder Shamhart: Yea, Randy Herren: Yea, Andrea Nightingale: 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 6:19 p.m.

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

**MINUTES OF THE BOARD OF EDUCATION SPECIAL MEETING - March 25, 2024**

The Board of Education of Independent School District No. 30 of Washington County, Bartlesville, Oklahoma met at the Education Service Center - Board of Education Meeting Room 1100 South Jennings Ave., Bartlesville, OK 74003 on Monday, March 25, 2024 at 12:07 PM.

**Absent:** Scott Bilger **Present:** Rick Boswell, Randy Herren, Andrea Nightingale, Suzy Keirse, Kinder Shamhart, Jason Sauer. Present: 6, Absent: 1.

**I. Call Meeting to Order**

**II. Discussion and vote to approve the application and budget for the Oklahoma Opioid Abatement grant as set out on Attachment "A" Dr. Stephanie Curtis**

Executive Director of Personnel & School Support Dr. Stephanie Curtis, Executive Director of Special Services & School Operations Jason Langham, and Executive Director of Teaching & Learning LaDonna Chancellor described the three-year plan and various projects involved.

**Order #1.2024 – Motion Passed** to approve the application and budget for the Opioid Abatement grant. This motion, made by Andrea Nightingale and seconded by Rick Boswell, Passed. Jason Sauer: Yea, Kinder Shamhart: Yea, Suzy Keirse: Yea, Randy Herren: Yea, Andrea Nightingale: Yea, Rick Boswell: Yea. Yea: 6, Nay: 0

**III. Adjournment**

There being no further business, the meeting adjourned at 12:39 p.m.

SPECIAL 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 special meeting was given at least 48 hours prior to this meeting to the County Clerk of Washington and was mailed or delivered to all of those who have made written requests and paid the request fee for notice of special meetings.

  
\_\_\_\_\_  
Minutes Clerk of the Board

**2023-2024 Fiscal Year**  
**Encumbrance Orders for Approval**  
**April 15, 2024**

The following list of Encumbrance Orders (Purchase Orders), totaling \$1,433,763.35 is submitted for consideration by the Bartlesville Board of Education for the date of March 08, 2024 through April 11, 2024 from the 2023-2024 Fiscal Year funds.

I, Preston Birk, 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 2023-2024 Fiscal Year.



\_\_\_\_\_  
Preston Birk

RECOMMENDATION: That the Board of Education adopts a motion to approve Purchase Orders (as listed in the attached reports) in the amount of \$1,433,763.35.

Submitted to the Board of Education  
April 15, 2024

**2023-2024 Fiscal Year**

	FUND	P.O. #'s	AMOUNT
11	General	1410 - 1467	\$ 65,700.14
12	Coop		
21	Building	25 - 32	\$ 391,342.61
22	Child Nutrition Fund	60 - 64	\$ 886,877.52
31	2019 Bond - Projects	48	\$ 59,436.94
32	2021 Bond - 2023 Projects	231 - 232	\$ 30,406.14
37	Combined Purpose Series 2013A		
39	Bond Interest		
81	Gifts Fund		
	<b>TOTAL</b>		<b>\$ 1,433,763.35</b>

**GRAND TOTAL:** **\$ 1,433,763.35**

# Bartlesville Public Schools

## Encumbrance Register

Year 2023-2024 Fund 11

### 11-General Fund (For Operation)

PO No	Date	Vendor	Description	Amount
1410	03/11/2024	AMAZON CAPTIAL SERVICES INC	CLASSROOM SUPPLIES- 015-CENTRAL 30 PIECE POCKET SIZE CALCULATORS FOR CLASSROOM USE	36.79
1411	03/11/2024	SCHOOL SPECIALTY, LLC	CLASSROOM SUPPLIES-015/CENTRAL X-ACTO SCHOOLPRO ELECTRIC PENCIL SHARPENER, BLACK	103.98
1412	03/11/2024	TANDY LEATHER FACTORY	SUPPLIES FOR JOM CLASSES BLANKET FOR MISC. SUPPLIES FOR JOHNSON O'MALLEY CULTURAL CLASS. ETC.	400.00
1413	03/11/2024	AMAZON CAPTIAL SERVICES INC	supplies-035/GATE/JP See attached list for GATE classroom supplies.	350.00
1414	03/11/2024	WAL-MART COMMUNITY	supplies-035/GATE/JP Blanket - Misc. classroom supplies to include tape, paper clips, scissors, marbles, ping pong balls, balls, glue, pens, ribbon, batteries, screwdrivers, soil for plants, etc.	950.00
1415	03/12/2024	SPEARS WORLD TRAVEL SERVICE, INC	airline tickets-511/Fed Prog/ESC Airline tickets for Stacey Goodwin, Heidi Brewer, and Maria Rau, to Nashville, TN to attend Innovative Schools Conference, June 19 -23, 2024.	1,500.00
1416	03/12/2024	ARVEST BANK CORPORATE VISA	hotel rooms-511/Fed Prog/ESC 3 hotel rooms for Stacey Goodwin, Heidi Brewer, and Maria Rau, to Nashville, TN to attend Innovative Schools Conference, June 19 -23, 2024.	4,500.00
1417	03/12/2024	ACCUTRAIN CORPORATION	registration-511/Fed Prog/ESC Registration for Stacey Goodwin, Heidi Brewer, and Maria Rau, to Nashville, TN to attend Innovative Schools Conference, June 19- 23, 2024	2,031.00
1418	03/12/2024	STACEY R GOODWIN	travel -511/Fed Prog/ESC Travel expenses to Nashville, TN to attend Innovative Schools Conference, June 18-23, 2024.	600.00
1419	03/12/2024	MARIA D RAU	travel-511/Fed Prog/ESC Travel expenses to Nashville, TN to attend Innovative Schools Conference, June 18-23, 2024.	600.00
1420	03/12/2024	HEIDI J BREWER	travel-511/Fed Prog/ESC Travel expenses to Nashville, TN to attend Innovative Schools Conference, June 18-23, 2024.	600.00
1421	03/13/2024	STAPLES CONTRACT & COMMERCIAL INC	OFFICE SUPPLIES-015/CENTRAL STAPLES ELECTRONICS AIR DUSTER, 6PK	36.72
1422	03/13/2024	LAURA L WILLIAMS	TRAVEL REIMBURSEMENT-412/CENTRAL MILEAGE REIMBURSEMENT WHILE AT ROBOTICS STATE CHAMPIONSHIP IN MUSKOGEE, OK ON MARCH 8-9, 2024  *WILL VOID PO# 1360 AS IT WAS DONE INCORRECTLY*	246.56
1423	03/13/2024	SCHOOL SPECIALTY, LLC	OFFICE SUPPLIES-015/CENTRAL MISC. OFFICE SUPPLIES PER CART# 1041737470	37.62
1424	03/14/2024	DW'S AUTO BODY WORKS & MECH LLC	Bus repairs from accident Bodywork and materials needed for bus repair unit A25	9,536.02
1425	03/15/2024	ARVEST BANK CORPORATE VISA	Travel-Hotel/Motel-011/TRANSPORTATION Blanket PO for Hotel cost, OAPT Conference in Durant, OK, Third Party Examiner course in Drumright, OK, 6/09/24 - 6/12/24, etc.	2,499.99
1426	03/15/2024	MICHAEL J CATES	Travel Reimbursement-011/TRANSPORTATION Blanket Po for out-of-district travel	300.00
1427	03/15/2024	BOBBI FIELDS	Travel Reimbursement-011/TRANSPORTATION Blanket Po for out-of-district travel	300.00

# Bartlesville Public Schools

## Encumbrance Register

Year 2023-2024 Fund 11

### 11-General Fund (For Operation)

PO No	Date	Vendor	Description	Amount
1428	03/15/2024	JAMES A REINSAGER	Travel Reimbursement-011/TRANSPORTATION Blanket Po for out-of-district travel	700.00
1429	03/15/2024	MELISSA E SORIA	Travel Reimbursement-011/TRANSPORTATION Blanket Po for out-of-district travel	300.00
1430	03/18/2024	JOHN E THOMPSON	SAFETY/060/HS Blanket po to paint new safety bollards dark blue	1,640.00
1431	03/26/2024	CLAMPITT PAPER CO	COPY-012/DIST Blanket po for paper, supplies and equipment for the district	7,500.00
1432	03/26/2024	ROBERTS DOCUMENT SOLUTIONS	COPY-561/OEJOM/MMS PRINTING OF PROGRAM BOOK AND NUMBERS	300.00
1433	03/27/2024	AMAZON CAPTIAL SERVICES INC	GENL-TECH-RLDT-SPLYS-FURN-FIX/010/CURR/ESC BLANKET PO FOR MISC. OFFICE & TECHNOLOGY RELATED SUPPLIES AND OFFICE FURNITURE ETC. FOR THE CURRICULUM DEPARTMENT	500.00
1434	03/27/2024	STAPLES CONTRACT & COMMERCIAL INC	FURNITURE/FIXTURES/APPLIANCES-015/BHS TO PURCHASE A LOCKING FILE CABINET FOR COUNSELOR, JERI GOODNIGHT, PER STAPLES QUOTE	89.99
1435	03/27/2024	AMAZON CAPTIAL SERVICES INC	GENL-SPLYS-015/HOOVER BLANKET FOR MISC.GENERAL SUPPLIES, ETC. SHIPPING INCLUDED	1,000.00
1436	03/27/2024	AMAZON CAPTIAL SERVICES INC	AUDIO/VISUAL/TECH-RLDT-015/BHS TO PURCHASE MISC AUDIO/VISUAL/TECH-RELATED ITEMS INCLUDING USB CABLES, SPLITTERS, AND PORTABLE MONITORS ETC, PER AMAZON LIST	226.11
1437	03/28/2024	WAL-MART COMMUNITY	CO-CURR-SPLYS-287/297/CURR/ESC BLANKET PO FOR MISC. INSTRUCTIONAL SUPPLIES FOR SUMMER READING ACADEMY AND/OR SUMMER BOOST	500.00
1438	03/28/2024	WAL-MART COMMUNITY	CO-CURR-SPLYS-287/297/CURR/ESC BLANKET PO FOR MISC. CLASSROOM/INSTRUCTIONAL SUPPLIES FOR MIDDLE SCHOOL SUMMER SCHOOL	500.00
1439	04/01/2024	CURB APPEAL LAWN CARE	LAWN-CARE-SRVCE-015/MADISON Blanket PO for Lawn Service Care/510/Madison, Dirt, Mulch, trees, sprinkler repair	1,500.00
1440	04/01/2024	MARY LORRAINE ROBINSON	SUPPLIES-561/OEJOM/MMS SUPPLIES FOR OPERATION EAGLE EVENTS AND CLASSES BLANKET PURCHASE ORDER	1,500.00
1441	04/01/2024	AMAZON CAPTIAL SERVICES INC	BOOKS-572/Fed Prog/ESC Books - 7 Steps to a Language-Rich Interactive Classroom	263.60
1442	04/04/2024	AMAZON CAPTIAL SERVICES INC	BOOKS-010/CURR/ESC 9781476772189 THE LEADER IN ME 2ND EDITION, 35 COPIES	400.00
1443	04/04/2024	ALLISON M COY	TRAVEL-054/SS/ESC Blanket - Reimbursement for travel expenses for school year 23/24.	300.00
1444	04/04/2024	STAPLES CONTRACT & COMMERCIAL INC	GENL-SPLYS-027/VM/MADISON Zipper Pencil Pouches for middle school choir	79.36
1445	04/04/2024	KSL DIRTWORKS LLC	SAFETY/060/HS Blanket po for concrete work in front of the High School	4,247.90
1446	04/04/2024	LOWE'S COMPANIES, INC.	appliances-618/SS/ESC See attached list for appliances for special education classrooms at High School.	7,149.47
1447	04/05/2024	STAPLES CONTRACT & COMMERCIAL INC	GENERAL SUPPLIES-015/BHS	77.99

# Bartlesville Public Schools

## Encumbrance Register

Year 2023-2024 Fund 11

### 11-General Fund (For Operation)

PO No	Date	Vendor	Description	Amount
1448	04/05/2024	AMAZON CAPTIAL SERVICES INC	supplies-035/GATE/JP Toner cartridge for GATE program.	30.00
1449	04/05/2024	STAPLES CONTRACT & COMMERCIAL INC	GENERAL SUPPLIES-412/BHS PO TO PURCHASE MISC OFFICE/CLASSROOM SUPPLIES TO INCLUDE MANUAL AND ELECTRIC PENCIL SHARPENERS PER STAPLES QUOTE	55.16
1450	04/05/2024	AMAZON CAPTIAL SERVICES INC	GENL-BOOKS-015/HOOVER Instructional Books Shipping included	1,500.00
1451	04/08/2024	AMAZON CAPTIAL SERVICES INC	Genl-furniture-015/Hoover Chair for classroom shipping included	70.00
1452	04/08/2024	WAL-MART COMMUNITY	GENL/COCURR SUPPLIES-015/BHS BLANKET PO FOR GENERAL OFFICE SUPPLIES TO INCLUDE DURABLE SUPPLIES & CO-CURRICULAR SUPPLIES	1,500.00
1453	04/08/2024	STAPLES CONTRACT & COMMERCIAL INC	GENL/COPY SUPPLIES-015/BHS TO PURCHASE MISC COPY SUPPLIES INCLUDING HP 65XL BLACK INK/TONER AND MISC GENERAL OFFICE SUPPLIES INCLUDING 2, 6 -OUTLET SURGE PROTECTORS PER STAPLES QUOTE	94.52
1454	04/08/2024	AMAZON CAPTIAL SERVICES INC	GENL-SPLYS-BOOKS-015/HOOVER Blanket for Misc general supplies, books Shipping included	500.00
1455	04/08/2024	STAPLES CONTRACT & COMMERCIAL INC	GENL-SPLYS-027/VM/BHS Misc Office Supplies for Choir	358.00
1456	04/08/2024	ETTINGERS OFFICE SUPPLY	GENL-SPLYS-027/VM/BHS Black 1 inch binders with clearview covers	458.00
1457	04/08/2024	ETTINGERS OFFICE SUPPLY	GENL-SPLYS-027/VM/BHS Black 3 ring binders	344.40
1458	04/08/2024	AMAZON CAPTIAL SERVICES INC	CLASSROOM SUPPLIES-015/CENTRAL MISC. CLASSROOM SUPPLIES PER ATTACHED CART	51.96
1459	04/08/2024	STAPLES CONTRACT & COMMERCIAL INC	GENL/COPY/TECH SUPPLIES/FURN-015/BHS BLANKET PO TO PURCHASE MISC OFFICE SUPPLIES, INCLUDING PENS, TONER, ENVELOPES, PAPER CLIPS, CONSUMABLE TECHNOLOGY, DURABLE SUPPLIES, ETC.	400.00
1460	04/09/2024	CROW-BURLINGAME CO.	Blanket PO for auto and bus supplies Blanket PO for Auto and Bus Supplies	3,000.00
1461	04/09/2024	WAL-MART COMMUNITY	supplies-412/AG/HS Blanket - Misc. supplies for AG program to include balance scales, toothpicks, cotton balls, puff balls, glue sticks, rulers, pencils, markers, markers, construction paper, paper bags, floral design supplies, totes, shelving, etc.	500.00
1462	04/10/2024	AMAZON CAPTIAL SERVICES INC	GENL-SPLYS-412/MADISON Blanket Genl-Splys	1,000.00
1463	04/10/2024	OKLAHOMA CAREER AND TECH EDUCATION	registration-795/Fed Prog/ESC Registration for Scott Vermeire to attend 2024 BMITE New Teacher Academy July 16-18, 2024 in Guthrie, OK.	85.00
1464	04/10/2024	ARVEST BANK CORPORATE VISA	hotel-412/AG/HS 2 hotel rooms for James (Marty) Jones and Ashley Darsow while attending state FFA for 2 nights in Tulsa, OK, May 6-8, 2024.	1,100.00

**Bartlesville Public Schools  
Encumbrance Register**

Year 2023-2024 Fund 11

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

<b>PO No</b>	<b>Date</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
1465	04/11/2024	AMERICAN DOCUMENT SHREDDING	NON-TECH SERVICES-015/BHS BLANKET PO FOR SHREDDING SERVICE FOR PRIVATE STUDENT & STAFF RECORDS	200.00
1466	04/11/2024	LIBERTY FLAGS INC	GENERAL SUPPLIES-015/BHS BLANKET PO TO PURCHASE MISC FLAGS FOR BHS INCLUDING USA & OKLAHOMA, ETC.	900.00
1467	04/11/2024	VITAL RECORDS HOLDINGS LLC VRC COMP	shredding-054/SS/Madison Shredding services for Psychological Services confidential files for SY 23/24.	150.00

**Report Total: \$65,700.14**

# Bartlesville Public Schools

## Encumbrance Register

Year 2023-2024 Fund 21

## 21-Building Fund

PO No	Date	Vendor	Description	Amount
25	04/04/2024	KSL DIRTWORKS LLC	SAFETY/018/705 Blanket po for concrete work in front of High School	8,148.51
26	04/04/2024	ROBERT LUTON	MAINT/018/WAYSIDE Blanket po for removal of tree and limbs from the parking lot at Wayside	2,000.00
27	04/04/2024	DEREK SCHMIDT	MAINT/018/HS/MAD Blanket po for refinishing HS and Madison gym floors and painting them	36,795.40
28	04/04/2024	ACURA NEON INC	SIGNAGE/263/DIST Blanket po for digital signage to be installed at sites across the district	270,568.00
29	04/05/2024	SCHOOL SPECIALTY, LLC	FURN/261/WAY Blanket po for furniture for new classroom space at Wayside. Per SSL Quote Number: Q-4532.02	26,162.25
30	04/05/2024	KRUEGER INTERNATIONAL	FURN/261/WAY Blanket PO for furniture for new classrooms at Wayside Per Quotation: 24HAB-630402/C	36,351.60
31	04/09/2024	LAKESHORE EQUIPMENT COMPANY DBA	FURN/261/WAYSIDE Blanket PO for furniture to go into new spaces at Wayside	3,487.45
32	04/11/2024	BUILDERS SUPPLY	CONST/261/WAYSIDE Blanket PO for purchase of cores for new doors at Wayside Per quote 452224	7,829.40

**Report Total: \$391,342.61**

## Bartlesville Public Schools Encumbrance Register

Year 2023-2024 Fund 22

### 22-Child Nutrition Programs Fund

PO No	Date	Vendor	Description	Amount
60	03/11/2024	SODEXO INC & AFFILIATES	FOOD SERVICE MANAGEMENT BLANKET PO FOR CONTRACTED FOOD SERVICE MANAGEMENT	800,000.00
61	03/12/2024	AMTAB MANUFACTURING CORPORATION	APPLIANCES/FURNITURE/FIXTURES PO FOR CAFETERIA TABLES AND CHAIRS FOR WAYSIDE ELEMENTARY AND SHIPPING COSTS	82,323.93
62	03/14/2024	ECOLAB INC	EXTERMINATION SERVICES-385/CND BLANKET PO FOR MISC EXTERMINATION SERVICES INCLUDING PEST CONTROL, ETC.	2,000.00
63	04/10/2024	DNR SERVICE LLC	OTHER EQUIP/VEHICLE SRVCS-385/CND BLANKET PO FOR MISC EQUIPMENT, REPAIRS ETC.	2,499.99
64	04/11/2024	LORENE SANDWITH	REIMBURSEMENT-385/CND SCHOOL ACCOUNT REFUND ACCOUNT # 21850 TRIPP SANDWITH	53.60

**Report Total: \$886,877.52**

# Bartlesville Public Schools Encumbrance Register

Year 2023-2024 Fund 31

31-2019 BOND - 2022 PROJECTS

PO No	Date	Vendor	Description	Amount
48	04/04/2024	TEL-STAR TECHNOLOGIES, INC	CONST/258/VO AG/HS Blanket po for clocks, cameras, and paging system at new VoAg building (Replaces PO 012024-2)	59,436.94

**Report Total:** \$59,436.94

# Bartlesville Public Schools Encumbrance Register

Year 2023-2024 Fund 32

## 32-2021 BOND - 2023 PROJECTS

PO No	Date	Vendor	Description	Amount
231	03/27/2024	CIMARRON SPORTS	OTHER-BLDG/GROUNDS-SRVCS-001/ATHLETICS/BHS PROFESSIONAL INSTALLATION BACK STOP NETTING REPAIR FOR BASEBALL STADIUM	806.14
232	03/28/2024	COUSIN'S UNIFORM & TUX, LLC	UNIFORMS-027/VM/BHS Robes for Choir	29,600.00

**Report Total:** \$30,406.14

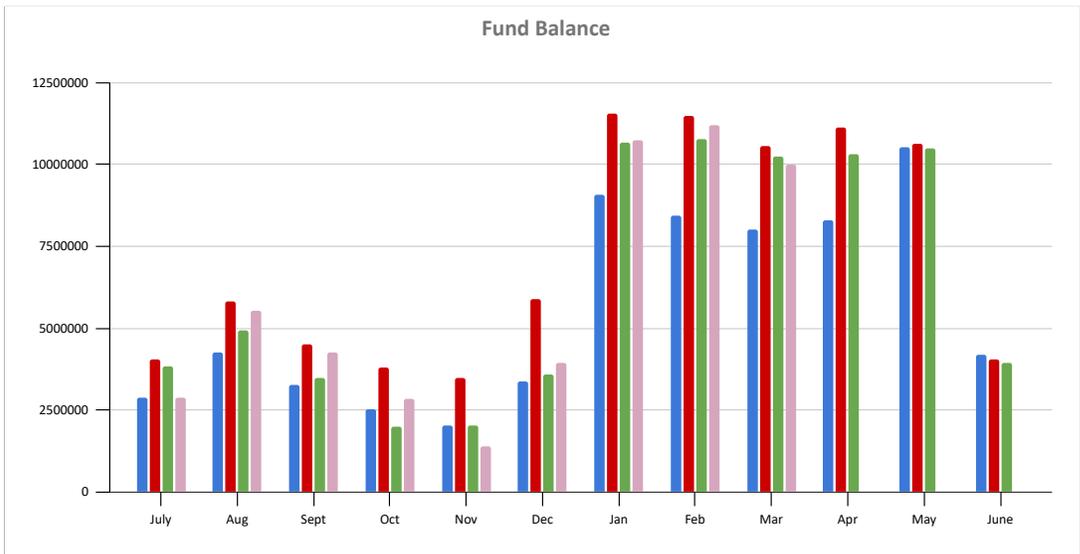
**Change Order Listing**

**Options:** Fund: 11-General Fund (For Operation), Year: 2023-2024, ReferenceDate: Prior To Begin Date, Date Range: 3/8/2024 - 4/11/2024, PO Range: 1 - 1409, Minimum Amount Change: \$10,000.00, Include Negative Changes: False

<b>PO No</b>	<b>Date</b>	<b>Vendor No</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
2	07/01/2023	79676	AT&T	COMMUNICATION-SRVCS- 000/AP/ESC	10,000.00
<b>Non-Payroll Total:</b>					<b>\$10,000.00</b>
<b>Payroll Total:</b>					<b>\$0.00</b>
<b>Report Total:</b>					<b>\$10,000.00</b>

**Bartlesville Public Schools**  
**General Fund Cash Flow/Fund Balance Analysis**  
**Fiscal Years 2021-2024**

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
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	4,200,803
FY 22	4,038,487	5,820,698	4,514,519	3,791,124	3,473,996	5,890,844	11,543,174	11,482,445	10,580,756	11,130,934	10,639,955	4,065,794
FY 23	3,849,461	4,937,743	3,495,740	2,009,542	2,034,853	3,581,279	10,680,690	10,779,483	10,262,132	10,302,023	10,511,033	3,931,988
FY 24	2,870,004	5,541,192	4,276,609	2,838,027	1,377,252	3,961,327	10,752,812	11,197,027	9,987,169			
FY24-FY23	(979,457)	603,449	780,869	828,485	(657,601)	380,048	72,122	417,544	(274,963)			



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

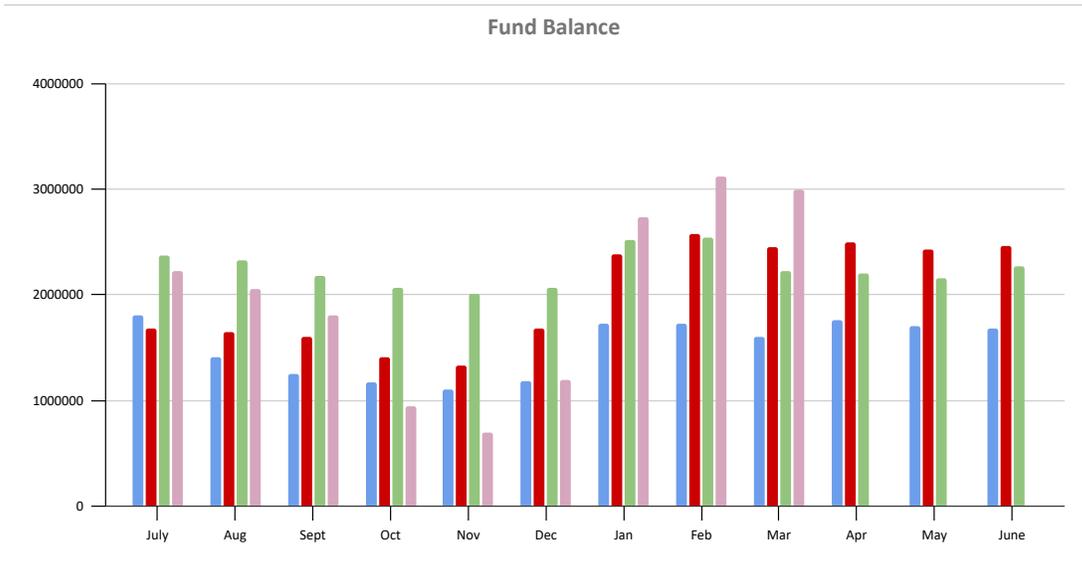
	March	2023-24 Year to Date Total	2022-23 Year to Date Total	2021-22 Year to Date Total
Beginning balance	\$ 11,197,027	\$ 3,931,988	\$ 4,065,794	\$4,200,803
Local	617,381	11,937,795	10,866,166	10,072,275
County	27,274	1,360,302	1,308,119	1,336,724
State	3,194,045	25,951,161	22,394,899	20,359,824
Federal	325,803	4,248,082	4,493,031	6,488,837
Other sources	1,319	94,840	8,519	56,343
	<u>4,165,822</u>	<u>43,592,180</u>	<u>39,070,734</u>	<u>38,314,003</u>
Total cash available	15,362,849	47,524,168	43,136,528	42,514,806
<u>Requirements:</u>				
Salaries	3,025,589	22,298,953	19,554,425	18,197,534
Benefits	1,037,606	7,544,571	6,742,945	6,211,929
Professional services	128,069	856,630	361,405	449,791
Property services	581,949	2,663,113	2,505,996	2,537,778
Other purchased services	38,305	1,122,083	921,773	809,590
Supplies & materials	539,757	2,575,063	1,993,556	2,431,893
Property	20,769	57,691	392,133	912,095
Other uses	3,636	418,895	402,163	383,440
	<u>5,375,680</u>	<u>37,536,999</u>	<u>32,874,396</u>	<u>31,934,050</u>
Ending balance	<u><u>9,987,169</u></u>	<u><u>9,987,169</u></u>	<u><u>10,262,132</u></u>	<u><u>10,580,756</u></u>

**Bartlesville Public Schools  
General Fund Revenue Detail**

	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	2023-24 Total
1110 Ad valorem tax - current						2,403,295.05	6,557,026.50	1,169,211.88	187,975.20				10,317,508.63
1121-1122 Ad valorem tax - prior	95,532.69	19,903.88	82,205.01	20,671.95	12,348.55	14,117.00	9,447.99	60,733.18	8,230.72				323,190.97
1130 In lieu of tax	0.07												0.07
1190 Other taxes													-
1213-1214 Testing fees	493.13	431.25	196.25	350.75	275.00	332.50	505.00	173.75					2,757.63
1230-1290 Tuition							17,242.50						17,242.50
1310 Interest on investments	19,986.87	19,257.24	21,713.45	86,782.91	21,821.17	28,615.43	92,354.00	99,211.39	109,779.76				499,522.22
1351									8,843.91				8,843.91
1352 Interest on unapport. Tax	157.09	263.00	41.15	217.69	41.96	545.50		13,927.80	5,010.51				20,204.70
1353									1,358.27				1,358.27
1410 Rent		4,942.00					1,892.62						6,834.62
1440 Sale of equipment		4,500.00						147.00					4,647.00
1510 Insurance loss recoveries							7,700.81		11,828.10				19,528.91
1530 Damage recovery				320.00									320.00
1580 Activity trip reimb	2,340.29	1,411.15	4,863.79	5,132.97	3,338.83	17,841.10	1,462.27	1,667.84	6,002.96				44,061.20
1590 Miscellaneous reimb	1,359.00	18,573.67	40,000.00	875.00	21,598.49	2,100.00	3,902.50	5,225.94	1,368.71				95,003.31
1610 Donations		213,228.75	4,000.00	500.00		2,500.00	72,500.00	1,000.00	276,753.60				570,482.35
1680 Refunds	2,249.00	97.99		1,874.96									4,221.95
1690 Miscellaneous		25.00	691.00	323.00	325.00	205.00	158.00	110.00	229.00				2,066.00
2100 County-wide 4-mill	11,521.78	3,517.47	9,767.07	2,415.76	1,487.94	260,846.88	696,722.32	157,290.90	27,274.20				1,170,844.32
2200 Mortgage tax	16,227.08	9,912.73	13,294.27	12,649.05	13,908.23	10,743.86	20,952.59	7,149.21					104,837.02
2300 Resale Property			84,621.00										84,621.00
3110 Gross production tax	2,804.04	3,394.17	2,119.11	2,901.25	3,499.36	3,366.34	5,427.62	3,405.49	3,096.29				30,013.67
3120 Motor vehicle tax	40,923.02	227,201.49	237,810.51	227,012.98	221,861.55	198,215.42	196,071.39	203,819.32	234,614.57				1,787,530.25
3130 Rural electric tax	4,588.38	5,337.68	5,733.15	5,720.65	4,378.39	3,999.48	4,312.11	4,676.39	6,264.41				45,010.64
3140 State school land earnings	93,412.60	57,862.82	52,676.69	87,838.62	69,657.14	73,174.90	122,505.84	107,495.18	72,684.69				737,308.48
3150 Vehicle tax stamps	1,024.57	2,100.29	779.75	1,521.77	449.16	3,514.98		75.46					9,465.98
3160 Farm implement tax stamps	365.39		521.22	426.29	112.84	116.42		25.23	569.42				2,136.81
3210 Foundation aid		2,340,979.22	2,340,979.21	2,340,979.22	2,340,979.21	2,340,979.22	2,670,899.87	2,394,508.88	2,396,626.62				19,166,931.45
3250 FBA		382,113.47	410,466.58	396,290.03	396,290.02		487,410.34	433,049.22	414,362.11				3,316,271.80
3310 Alternative education						59,403.02		29,701.50					89,104.52
3412 NBCT Stipend							45,000.00						45,000.00
3415 Reading Sufficiency						92,364.80							92,364.80
3420 State textbooks		393,839.52					8,906.00						402,745.52
3430 Education matching	1,823.13	3,622.48				3,722.36		3,696.26	3,699.48				16,563.71
3436						41,155.83			27,437.22				68,593.05
3440 Drivers education			3,600.00										3,600.00
3470						6,537.02	5,204.00						11,741.02
3690 Other state								9.48					9.48
3811 Vocational programs			5,940.00			18,640.00			5,940.00				30,520.00
3812 Vocational programs			38,750.00			28,750.00			28,750.00				96,250.00
3892 Lottery Fund													-
4140 Title VII		75,665.09											75,665.09
4162 Flood Control				128.15									128.15
4210 Title I - Part A	366,247.22				150,627.96	268,931.95	142,012.24	133,783.46					1,061,602.83
4271 Title II	38,987.61					127,460.72	31,276.16	1,617.55	36,712.75				236,054.79
4281 Title III						15,929.87	53.58		3,319.46				19,302.91
4310 IDEA B - Special Education	373,821.55			117,725.70	184,844.41	121,267.61	295.94	117,447.69	113,165.49				1,028,568.39
4340 Preschool				6,048.56	11,548.70	6,048.86		6,048.86	1,436.63				31,131.61
4442 Title IV reimb	7,387.48				12,139.85	17,237.18	1,431.46	1,301.95	7,021.19				46,519.11
4470 Title VI	4,496.95				9,767.13	30,964.84	4,711.17	27,858.64	4,136.45				81,935.18
4550 Johnson-O'Malley	34,715.38												34,715.38
4611 Title II - Adult Education	9,010.66	20,040.09				12,048.96		16,651.85	14,044.65				71,796.21
4689 Other federal	9,537.08	396,986.01	1,749.00	10,756.01	10,756.87	730,376.01	247,337.43	7,197.92	145,966.47				1,560,662.80
4740													-
4821 Carl Perkins													-
5150-5160 Activity trip reimb	517.61	2,997.92	1,447.43	993.26	1,347.39	1,438.38	9,263.55	75,514.63	1,319.37				94,839.54
5600 Correcting entries													-
	<b>1,139,529.67</b>	<b>4,208,204.38</b>	<b>3,363,965.64</b>	<b>3,330,456.53</b>	<b>3,493,405.15</b>	<b>7,343,076.52</b>	<b>11,463,985.80</b>	<b>5,083,733.85</b>	<b>4,165,822.21</b>	-	-	-	<b>43,592,179.75</b>

**Bartlesville Public Schools  
Building Fund Cash Flow/Fund Balance Analysis  
Fiscal Years 2021-2024**

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
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	1,684,445
FY 22	1,679,068	1,650,738	1,603,511	1,409,125	1,330,742	1,679,650	2,379,737	2,573,301	2,450,148	2,501,582	2,427,095	2,457,578
FY 23	2,373,307	2,325,652	2,179,139	2,067,799	2,013,071	2,061,346	2,515,458	2,539,550	2,224,587	2,205,420	2,153,904	2,265,535
FY 24	2,224,183	2,052,836	1,807,955	947,532	692,259	1,192,603	2,737,169	3,118,725	2,998,442			
FY24-FY23	(149,124)	(272,816)	(371,184)	(1,120,267)	(1,320,812)	(868,743)	221,711	579,175	773,855			



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

	March	2023-24 Year to Date Total	Prior Year Year to Date Total
	<u>          </u>	<u>          </u>	<u>          </u>
Beginning balance	\$ 3,118,725	\$ 2,265,535	\$ 2,457,578
<u>Revenue:</u>			
Local	32,181	2,073,428	1,459,848
State	81	715,590	22,396
Other sources	<u>          </u>	<u>          </u>	<u>          </u>
	32,262	2,792,121	1,482,244
Total cash available	3,150,987	5,057,656	3,939,822
<u>Requirements:</u>			
Professional services	11,800	114,278	124,750
Property services	129,054	717,105	718,182
Other purchased services		-	
Supplies & materials	11,691	99,786	184,505
Property		1,128,045	687,798
Other uses	<u>          </u>	<u>          </u>	<u>          </u>
	152,545	2,059,214	1,715,235
Ending balance	<u>          </u>	<u>          </u>	<u>          </u>
	2,998,442	2,998,442	2,224,587

## April 15, 2024 Personnel Report

<b>APPOINTMENTS:</b>						
Name	Site	Position	FTE	Hire Date	Temporary Contract	
Corder, Brian	Ranch Heights	Art Teacher	1.000	08/12/2024	Yes	
DeSalme, Thomas	High School	Assistant Athletic Director & Head Boys Basketball Coach	1.000	05/01/2024	Yes	
Gray, Jon	Madison	School Psychologist	1.000	08/12/2024	Yes	
Hogan, Kelsey	Wayside	Fifth Grade Teacher	1.000	08/12/2024	Yes	
Manon-Bautista, Hector	High School	PASS/Back on Track	1.000	03/06/2024	Yes	
McClister, Angelika	Ranch Heights	Fifth Grade Teacher	1.000	08/12/2024	Yes	
McSpadden, Michael	Central	Virtual Social Studies/Language Arts Teacher	1.000	08/12/2024	Yes	
Parsons, Xander	High School	Strength and Conditioning Coordinator	1.000	03/28/2024	Yes	
Perry, Sydney	High School	Social Studies Teacher	1.000	08/12/2024	Yes	
Vysotsky, Erin	Ranch Heights	Second Grade Teacher	1.000	08/12/2024	Yes	
<b>CHANGE OF STATUS:</b>						
Name	CHANGE FROM Site	Position	FTE	CHANGE TO Site	Position	FTE Date
Abbe, Jesseca	Wayside	Teacher Assistant	0.875	Wayside	Prekindergarten Teacher	1.000 8/12/2024
Benedict, Courtney	Ranch Heights	FMLA	1.000	Ranch Heights	Prekindergarten Teacher	1.000 3/6/2024
Boudreaux, Douglas	Ranch Heights	Fifth Grade Teacher	1.000	Ranch Heights	Construction Technology Teacher	1.000 8/12/2024
Buoy, Grace	Central	FMLA	1.000	Central	Mathematics Teacher	1.000 2/26/2024
Chitwood, Eugene	Transportation	Bus Driver	0.750	Transportation	Bus Driver	1.000 4/8/2024
Collier, Leslie	Richard Kane	Teacher Assistant	0.875	Richard Kane	Title 1 Teacher	1.000 8/12/2024
Cramer, Maria	Hoover	Kindergarten Teacher	1.000	Leave of Absence	Leave of Absence	1.000 8/12/2024
Hammer, Frankee	Richard Kane	Kindergarten Teacher	1.000	Richard Kane	FMLA	1.000 3/28/2024
Harris-Cummings, Apolonia	Ranch Heights	AIMS Teacher Assistant	0.875	Ranch Heights	Special Education Teacher	1.000 8/12/2024
McNeill, Kayla	Ranch Heights	Special Education Teacher Assistant Level 3	0.875	Ranch Heights	AIMS Teacher Assistant	1.000 8/13/2024
Meyer, Kameron	Wayside	Special Education Teacher	1.000	Hoover	Special Education Teacher	1.000 8/12/2024
Morris, Savannah	Hoover	Second Grade Teacher	1.000	Hoover	Library Media Specialist	1.000 8/12/2024
Neill, Cherisa	Madison	FMLA	1.000	Madison	English as a Second Language/Title 1 Teacher	1.000 4/1/2024
Parker, Barbara	ESC	FMLA	1.000	ESC	Student Systems Coordinator	1.000 3/13/2024
Sedersten, Lindsay	Wayside	Third Grade Teacher	1.000	Wayside	Fifth Grade Teacher	1.000 8/12/2024
Smith, Hannah	Central	Virtual Language Arts Teacher	1.000	Madison	Special Education Teacher	1.000 8/12/2024
Swanson, Elaine	Central	Science Teacher	1.000	Central	Special Education Teacher	1.000 8/12/2024
White, Casey	Hoover	Third Grade Teacher	1.000	Hoover	Second Grade Teacher	1.000 8/12/2024
<b>NON-RENEWAL OF TEMPORARY CONTRACT:</b>						
Name	Site	Position	FTE	Date		
Smith, Jenifer	Jane Phillips	Art Teacher	1.000	5/17/2024		
White, Holly	Madison	Mathematics Teacher	1.000	5/17/2024		
Wheeler, Ruth	Central	Language Arts Teacher	1.000	5/17/2024		
<b>RESIGNATION:</b>						
Name	Site	Position	FTE	Date		
Cobden, Adam	Central	PASS/Back on Track	1.000	3/28/2024		
Cochran, Julie	Richard Kane	Title 1 Teacher	1.000	5/17/2024		
Cook, Kamryn	Wayside	Teacher Assistant	0.875	4/16/2024		
Cooks, Steven	Richard Kane	Health/PE Teacher	1.000	5/17/2024		
Harris, Amber	Jane Phillips	Kindergarten Teacher	1.000	5/17/2024		
Hicks, Lacey	Madison	Mathematics Teacher	1.000	5/17/2024		
Howell, Carrie	Wayside	Prekindergarten Teacher	1.000	5/17/2024		
Imes, Gerald	Transportation	Bus Driver	0.750	3/6/2024		
Lawrence, Michael	Transportation	Bus Driver	1.000	4/5/2024		
Limick, Klaire	Richard Kane	Music Teacher	1.000	5/17/2024		
Merritt, Libby	Madison	Special Education Teacher	1.000	5/17/2024		
Moore, Earline	Richard Kane	First Grade Teacher	1.000	5/17/2024		
Myers, Gavriel	Ranch Heights	Special Education Teacher Assistant Level 3	0.875	4/19/2024		
Shipman, Paul	High School	Assistant Swim Coach	N/A	3/26/2024		
Smith, Jacquelyn	Ranch Heights	Art Teacher	1.000	5/17/2024		
Solomon, Abigail	Wayside	First Grade Teacher	1.000	5/17/2024		
Stump, Sandy	High School	Special Education Teacher Assistant Level 3	0.875	5/17/2024		
Thompson, Murray	Madison	Science Teacher	1.000	5/17/2024		
VanNoy, Preston	Hoover	Special Education Teacher Assistant Level 3	0.875	5/17/2024		
<b>RETIREMENT:</b>						
Name	Site	Position	FTE	Date		
Jarmola, Christine	Central	Computer Education Teacher	1.000	5/17/2024		

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**MEMORANDUM**

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**TO:** BOARD OF EDUCATION  
**FROM:** PRESTON BIRK  
**SUBJECT:** DONATIONS & INTEREST EARNED  
**DATE:** 4/1/2024

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

<b>1. Conoco Phillips – Volunteer Grant</b>	
Wayside Elementary School	\$ 500.00
<b>2. Cherokee Nation</b>	
Education Service Center	\$ 229,003.60
<b>3. Phillips 66 Enrichment Grant</b>	
Curriculum	\$ 47,250.00
Education Service Center	<u>\$ 2,500.00</u>
<b>Receipt Total</b>	<b>\$ 279,253.60</b>

Please accept the following Interest earned on Lease Purchase received during January.

<b>1. BOK – Fund 1</b>	
March	<u>\$ 341.26</u>
<b>Fund 1 Total</b>	<b>\$ 341.26</b>
<b>2. BOK – Fund 3</b>	
March	<u>\$ 2,863.86</u>
<b>Fund 3 Total</b>	<b>\$ 2,863.86</b>
<b>3. BOK – Fund 5</b>	
March	<u>\$ 13,057.63</u>
<b>Fund 5 Total</b>	<b>\$ 13,057.63</b>

# Bartlesville Public Schools

## Investment Ledger

**Options:** Funds: 11-59,81, Account Nos: , Investment Nos: , Date Range: 3/1/2024 - 3/31/2024, Exclude Investments Matured in Date Range: True, Exclude Investments Liquidated in Date Range: True

**Fund: 11**

**Account:** AI 0112 GATEWAY BANK - ICS

Inv No	Description	Purchased	Maturity	Liquidated	Purchase Amount	Rate	Balance
ICS ACCOUNT	GATEWAY BANK - ICS TRANSACTION	3/29/2024	4/30/2024		\$8,607,565.73	5.130	\$8,607,565.73
<b>Total ICS ACCOUNT</b>							<b>\$8,607,565.73</b>
<b>Total AI 0112 GATEWAY BANK - ICS</b>							<b>\$8,607,565.73</b>
<b>Total Fund 11</b>							<b>\$8,607,565.73</b>

**Fund: 21**

**Account:** AI 0112 GATEWAY BANK - ICS

Inv No	Description	Purchased	Maturity	Liquidated	Purchase Amount	Rate	Balance
ICS ACCOUNT	GATEWAY BANK - ICS TRANSACTION	3/29/2024	4/30/2024		\$1,850,000.00	5.130	\$1,850,000.00
<b>Total ICS ACCOUNT</b>							<b>\$1,850,000.00</b>
<b>Total AI 0112 GATEWAY BANK - ICS</b>							<b>\$1,850,000.00</b>
<b>Total Fund 21</b>							<b>\$1,850,000.00</b>

**Fund: 22**

**Account:** AI 0112 GATEWAY BANK - ICS

Inv No	Description	Purchased	Maturity	Liquidated	Purchase Amount	Rate	Balance
ICS ACCOUNT	GATEWAY BANK - ICS TRANSACTION	3/29/2024	4/30/2024		\$1,537,922.01	5.130	\$1,537,922.01
<b>Total ICS ACCOUNT</b>							<b>\$1,537,922.01</b>
<b>Total AI 0112 GATEWAY BANK - ICS</b>							<b>\$1,537,922.01</b>
<b>Total Fund 22</b>							<b>\$1,537,922.01</b>

**Fund: 32**

**Account:** AI 0112 GATEWAY BANK - ICS

Inv No	Description	Purchased	Maturity	Liquidated	Purchase Amount	Rate	Balance
ICS ACCOUNT	GATEWAY BANK - ICS TRANSACTION	3/29/2024	4/30/2024		\$1,694,500.00	5.130	\$1,694,500.00
<b>Total ICS ACCOUNT</b>							<b>\$1,694,500.00</b>
<b>Total AI 0112 GATEWAY BANK - ICS</b>							<b>\$1,694,500.00</b>

**Account:** AI 0113 COMMERCE BANK

Inv No	Description	Purchased	Maturity	Liquidated	Purchase Amount	Rate	Balance
369016690	COMMERCE BANK - TREASURY BILL	3/7/2024	4/30/2024		\$3,038,575.70	5.225	\$3,038,575.70
<b>Total 369016690</b>							<b>\$3,038,575.70</b>
<b>Total AI 0113 COMMERCE BANK</b>							<b>\$3,038,575.70</b>
<b>Total Fund 32</b>							<b>\$4,733,075.70</b>

**Fund: 39**

**Account:** AI 0112 GATEWAY BANK - ICS

Inv No	Description	Purchased	Maturity	Liquidated	Purchase Amount	Rate	Balance
ICS ACCOUNT	GATEWAY BANK - ICS TRANSACTION	3/29/2024	4/30/2024		\$238,647.35	5.130	\$238,647.35
<b>Total ICS ACCOUNT</b>							<b>\$238,647.35</b>
<b>Total AI 0112 GATEWAY BANK - ICS</b>							<b>\$238,647.35</b>
<b>Total Fund 39</b>							<b>\$238,647.35</b>

**Fund: 41**

**Account:** AI 0112 GATEWAY BANK - ICS

Inv No	Description	Purchased	Maturity	Liquidated	Purchase Amount	Rate	Balance
ICS ACCOUNT	GATEWAY BANK - ICS TRANSACTION	3/29/2024	4/30/2024		\$13,448,925.42	5.130	\$13,448,925.42

**Investment Ledger**

**Options:** Funds: 11-59,81, Account Nos: , Investment Nos: , Date Range: 3/1/2024 - 3/31/2024, Exclude Investments Matured in Date Range: True, Exclude Investments Liquidated in Date Range: True

<b>Total ICS ACCOUNT</b>	<b>\$13,448,925.42</b>
<b>Total AI 0112 GATEWAY BANK - ICS</b>	<b>\$13,448,925.42</b>
<b>Total Fund 41</b>	<b>\$13,448,925.42</b>

**Fund:** 81

**Account:** AI 0112 GATEWAY BANK - ICS

<b>Inv No</b>	<b>Description</b>	<b>Purchased</b>	<b>Maturity</b>	<b>Liquidated</b>	<b>Purchase Amount</b>	<b>Rate</b>	<b>Balance</b>
ICS ACCOUNT	GATEWAY BANK - ICS TRANSACTION	3/29/2024	4/30/2024		\$266,763.04	5.130	\$266,763.04
<b>Total ICS ACCOUNT</b>							<b>\$266,763.04</b>
<b>Total AI 0112 GATEWAY BANK - ICS</b>							<b>\$266,763.04</b>
<b>Total Fund 81</b>							<b>\$266,763.04</b>
<b>Total All Funds</b>							<b>\$30,682,899.25</b>

**MAR 2024**

	GENERAL FUND	COOPERATIVE FUND	BUILDING FUND	CHILD NUTRITION	BOND FUND 31	BOND FUND 32	BOND FUND 37	BOND INT FUND 39	SINKING FUND	GIFTS & ENDOW.	TOTALS
<b>BEGINNING BALANCE</b>	2,369,826.15	(11,900.38)	1,529,815.58	364,821.87	426,810.66	398,047.18	16,894.58	6,429.98	11,174.62	16,511.33	5,128,431.57
LOCAL SOURCES OF REVENUE	617,380.74	-	32,180.55	55,047.82	-	-	-	25,870.41	160,697.49	3,680.39	894,857.40
INTERMEDIATE SOURCES OF REVENUE	27,274.20	-	-	-	-	-	-	-	-	-	27,274.20
STATE SOURCES OF REVENUE	3,194,044.81	746.39	81.30	985.08	-	-	-	-	466.74	-	3,196,324.32
FEDERAL SOURCES OF REVENUE	325,803.09	12,992.54	-	299,226.02	-	-	-	-	-	-	638,021.65
<b>TOTAL NEW RECEIPTS</b>	<b>4,164,502.84</b>	<b>13,738.93</b>	<b>32,261.85</b>	<b>355,258.92</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>25,870.41</b>	<b>161,164.23</b>	<b>3,680.39</b>	<b>4,756,477.57</b>
INTER-FUND TRANSFERS	-	-	-	-	-	-	-	-	-	-	-
NON-REVENUE RECEIPTS	1,319.37	-	-	-	-	-	-	-	-	-	1,319.37
AR-6140	-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL COMBINED RECEIPTS</b>	<b>4,165,822.21</b>	<b>13,738.93</b>	<b>32,261.85</b>	<b>355,258.92</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>25,870.41</b>	<b>161,164.23</b>	<b>3,680.39</b>	<b>4,757,796.94</b>
WARRANT PURCHASES (-)	(5,296,299.77)	(7,462.79)	(124,574.31)	(606,792.95)	(9,285.22)	(59,045.93)	-	-	-	(10,000.00)	(6,113,460.97)
INVESTMENTS MATURED (+)	8,943,318.05	-	1,600,000.00	1,531,221.29	-	4,717,492.49	-	210,311.77	13,278,925.42	265,600.75	30,546,869.77
C.D./AGENCY INVESTMENTS (-)	(8,607,565.73)	-	(1,850,000.00)	(1,537,922.01)	-	(4,733,075.70)	-	(238,647.35)	(13,448,925.42)	(266,763.04)	(30,682,899.25)
INTEREST INVESTMENTS (-)	-	-	-	-	-	-	-	-	-	-	-
MONEY MARKET INVESTMENT (-)	-	-	-	-	-	-	-	-	-	-	-
CORRECTIONS	-	-	-	-	-	-	-	-	-	-	-
<b>ENDING BANK BALANCE</b>	<b>1,575,100.91</b>	<b>(5,624.24)</b>	<b>1,187,503.12</b>	<b>106,587.12</b>	<b>417,525.44</b>	<b>323,418.04</b>	<b>16,894.58</b>	<b>3,964.81</b>	<b>2,338.85</b>	<b>9,029.43</b>	<b>3,636,738.06</b>
OUTSTANDING WARRANTS (-)	(195,497.37)	-	(39,061.52)	(6,786.21)	(8,637.18)	(35,159.26)	-	-	-	(25.00)	(285,166.54)
<b>FUND EQUITY</b>	<b>1,379,603.54</b>	<b>(5,624.24)</b>	<b>1,148,441.60</b>	<b>99,800.91</b>	<b>408,888.26</b>	<b>288,258.78</b>	<b>16,894.58</b>	<b>3,964.81</b>	<b>2,338.85</b>	<b>9,004.43</b>	<b>3,351,571.52</b>

Total collateral pledged

20,155,159.76

	BPS LEASE PURCHASE FUND 1	BPS LEASE PURCH/TRANS FUND 2	BEA LEASE PURCHASE FUND 3	BEA LEASE PURCHASE FUND 4	BEA LEASE PURCHASE FUND 5	BEA LEASE PURCHASE FUND 6
<b>BEGINNING BALANCE</b>	<b>82,095.99</b>	<b>1,300.32</b>	<b>679,737.78</b>	<b>128.24</b>	<b>2,911,431.87</b>	<b>-</b>
REBATES/CONTRIBUTIONS	-	-	-	-	-	9,746,204.37
DIVIDENDS/INTEREST	341.26	-	2,863.86	-	13,057.63	-
<b>TOTAL NEW RECEIPTS</b>	<b>341.26</b>	<b>-</b>	<b>2,863.86</b>	<b>-</b>	<b>13,057.63</b>	<b>9,746,204.37</b>
WARRANT PURCHASES (-)	-	-	(456,606.13)	-	(849,134.04)	-
<b>ENDING BANK BALANCE</b>	<b>82,437.25</b>	<b>1,300.32</b>	<b>225,995.51</b>	<b>128.24</b>	<b>2,075,355.46</b>	<b>9,746,204.37</b>
Credit in Transit/PD to 2022A GO Bond	-	-	-	-	-	-
<b>FUND EQUITY</b>	<b>82,437.25</b>	<b>1,300.32</b>	<b>225,995.51</b>	<b>128.24</b>	<b>2,075,355.46</b>	<b>9,746,204.37</b>

*Sara Vermeire* 4/1/2024

## Bartlesville Public Schools

### Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 3/1/2024 - 3/31/2024

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
801 General Administrative	\$244,637.28	\$7,529.61	\$0.00	\$11,339.29	\$240,827.60	\$33,426.43	\$207,401.17
802 General Administrative Athletics	\$237,215.78	\$17,424.28	\$0.00	\$21,797.43	\$232,842.63	\$13,362.36	\$219,480.27
803 General Refund Account	\$2,281.57	\$120.89	\$0.00	\$0.00	\$2,402.46	\$0.00	\$2,402.46
804 AP Exams	\$18,550.04	\$0.00	\$0.00	\$0.00	\$18,550.04	\$0.00	\$18,550.04
805 Alternative High School	\$2,809.21	\$159.00	\$0.00	\$172.20	\$2,796.01	\$1,978.72	\$817.29
806 Tuition Clearing Acct	\$9,880.00	\$0.00	\$0.00	\$0.00	\$9,880.00	\$0.00	\$9,880.00
807 Art Club	\$422.08	\$0.00	\$0.00	\$0.00	\$422.08	\$0.00	\$422.08
808 Adult Fees Clearing Acct	\$208.00	\$50.00	\$0.00	\$0.00	\$258.00	\$0.00	\$258.00
809 Broadcasting	\$2,292.05	\$0.00	\$0.00	\$100.84	\$2,191.21	\$112.50	\$2,078.71
810 AVIATION	\$400.09	\$0.00	\$0.00	\$0.00	\$400.09	\$0.00	\$400.09
811 Baseball Fund	\$1,200.01	\$0.00	\$0.00	\$0.00	\$1,200.01	\$0.00	\$1,200.01
813 Basketball Fund	\$1,750.23	\$0.00	\$0.00	\$0.00	\$1,750.23	\$0.00	\$1,750.23
821 Choral Club	\$6,585.54	\$0.00	\$0.00	\$0.00	\$6,585.54	\$4,501.92	\$2,083.62
824 Concessions	\$5,810.17	\$0.00	\$0.00	\$0.00	\$5,810.17	\$0.00	\$5,810.17
830 BVILLE WOMEN'S NETWORK LIBRARY DONATIONS	\$605.80	\$0.00	\$0.00	\$0.00	\$605.80	\$60.12	\$545.68
831 S.A.D.F.	\$3,095.40	\$0.00	\$0.00	\$0.00	\$3,095.40	\$2,049.00	\$1,046.40
832 Community of Caring	\$1,167.21	\$0.00	\$0.00	\$0.00	\$1,167.21	\$100.00	\$1,067.21
833 Drama	\$18,872.59	\$1,310.00	\$0.00	\$1,255.92	\$18,926.67	\$457.41	\$18,469.26
834 VisionQuest	\$82.00	\$0.00	\$0.00	\$0.00	\$82.00	\$80.41	\$1.59
835 BPS-FOUNDATION GRANTS	\$1,946.00	\$0.00	\$0.00	\$0.00	\$1,946.00	\$251.96	\$1,694.04
836 AGRICULTURAL EDUCATION	\$3,686.15	\$0.00	\$0.00	\$185.60	\$3,500.55	\$2,018.40	\$1,482.15
837 ENVIRONMENTAL CLUB	\$282.43	\$0.00	\$0.00	\$0.00	\$282.43	\$0.00	\$282.43
839 BHS SPED	\$2,131.56	\$0.00	\$0.00	\$0.00	\$2,131.56	\$0.00	\$2,131.56
840 Exceptional Education Services	\$15,035.21	\$3,000.00	\$0.00	\$625.46	\$17,409.75	\$6,839.15	\$10,570.60
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	\$9,462.33	\$0.00	\$0.00	\$0.00	\$9,462.33	\$5,319.06	\$4,143.27
867 Lady Bruins	\$333.75	\$0.00	\$0.00	\$0.00	\$333.75	\$0.00	\$333.75
868 Football	\$67.03	\$0.00	\$0.00	\$0.00	\$67.03	\$0.00	\$67.03
878 Music	\$3,273.93	\$0.00	\$0.00	\$0.00	\$3,273.93	\$0.00	\$3,273.93
880 Musical Production	\$11,284.21	\$0.00	\$0.00	\$1,273.34	\$10,010.87	\$3,511.66	\$6,499.21
881 National Honor Society	\$8,513.04	\$160.00	\$0.00	\$58.44	\$8,614.60	\$0.00	\$8,614.60
882 Newspaper	\$223.98	\$0.00	\$0.00	\$0.00	\$223.98	\$0.00	\$223.98
885 National Junior Honor Society	\$1,408.24	\$0.00	\$0.00	\$289.00	\$1,119.24	\$0.00	\$1,119.24
887 Orchestra	\$25,061.40	\$0.00	\$0.00	\$0.00	\$25,061.40	\$7,091.45	\$17,969.95
889 BHS BAND	\$70,137.06	\$16,988.45	\$0.00	\$54,979.98	\$32,145.53	\$14,493.70	\$17,651.83
895 Pictures	\$1,674.53	\$0.00	\$0.00	\$0.00	\$1,674.53	\$0.00	\$1,674.53
915 Service Club	\$429.77	\$0.00	\$0.00	\$0.00	\$429.77	\$0.00	\$429.77
917 World Language Club	\$465.16	\$0.00	\$0.00	\$0.00	\$465.16	\$0.00	\$465.16
919 Speech Program	\$1,723.99	\$0.00	\$0.00	\$137.00	\$1,586.99	\$245.00	\$1,341.99
922 Staff Development-In-Service	\$1,491.94	\$0.00	\$0.00	\$0.00	\$1,491.94	\$0.00	\$1,491.94
923 BVILLE EDUCATION PROMISE	\$15,771.74	\$0.00	\$0.00	\$2,231.25	\$13,540.49	\$2,324.82	\$11,215.67
926 Student Council	\$30,729.16	\$1,000.00	\$0.00	\$9,418.15	\$22,311.01	\$8,680.24	\$13,630.77
939 Science Olympiad	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00
960 Technology Student Assoc (TSA)	\$6,188.33	\$3,369.00	\$0.00	\$633.14	\$8,924.19	\$4,823.93	\$4,100.26
962 Science Trek Club	\$2,354.93	\$0.00	\$0.00	\$0.00	\$2,354.93	\$0.00	\$2,354.93
966 Wrestling	\$385.48	\$0.00	\$0.00	\$0.00	\$385.48	\$0.00	\$385.48
970 TECHNOLOGY SUPPORT TEAM	\$154,351.30	\$900.00	\$0.00	\$0.00	\$155,251.30	\$60,969.13	\$94,282.17
971 Golf	\$0.54	\$0.00	\$0.00	\$0.00	\$0.54	\$0.00	\$0.54
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	\$139.88	\$0.00	\$0.00	\$0.00	\$139.88	\$0.00	\$139.88
990 Yearbook	\$25,188.64	\$40.00	\$0.00	\$3,003.36	\$22,225.28	\$5,087.80	\$17,137.48
992 Leadership	\$2,016.66	\$0.00	\$0.00	\$0.00	\$2,016.66	\$0.00	\$2,016.66
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

**Bartlesville Public Schools**  
**Revenue/Expenditure Summary****Options:** Fund: 60, Date Range: 3/1/2024 - 3/31/2024

	<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>
996 Bruin Logo	\$23,770.42	\$0.00	\$0.00	\$0.00	\$23,770.42	\$0.00	\$23,770.42
997 Back To School Rally	\$600.87	\$0.00	\$0.00	\$0.00	\$600.87	\$0.00	\$600.87
<b>Total</b>	<b>\$980,778.24</b>	<b>\$52,051.23</b>	<b>\$0.00</b>	<b>\$107,500.40</b>	<b>\$925,329.07</b>	<b>\$177,785.17</b>	<b>\$747,543.90</b>



**BARTLESVILLE PUBLIC SCHOOLS  
ACTIVITY FUND TRANSFER**

Site Name Central MS Site # 505 Date 3-4-24

Explanation for Transfer:

The Gastens Commission check was deposited to project 801. We want it to go to the picture fund-project 895.

Transfer Coding Information:

PRJ	FUNCT	OBJ	PRG	SUBJ	JOB	SITE	INCREASE \$ +	DECREASE \$ -
801	1950		900			505		500.00
895	1950		900			505	500.00	

Transfer Requested By Jennifer Cobden

Date Approved by Board of Education \_\_\_\_\_

Date Transfer Entered \_\_\_\_\_

# MyMath Book Count

This document is to get a count in order for the school board to declare it out of date surplus.

Site Name Wilson



My Math, Grade PreK  
Teacher Edition

Manage Content

# of Teacher Edition Sets 3



Oklahoma My Math, Grade K © 2019  
Student Edition



# of unused Volume 1 Kindergarten Student books 259

# of unused Volume 2 Kindergarten Student books 271

# of Teacher Edition Sets 5

K OK Focus 260



Oklahoma My Math, Grade 1 © 2019  
Student Edition



# of unused Volume 1 First Grade Student books 122

# of unused Volume 2 First Grade Student books 102

# of Teacher Edition Sets 5

1<sup>st</sup> Grade OK Focus 114

# MyMath Book Count



Oklahoma My Math, Grade 2 © 2019  
Student Edition



# of unused Volume 1 Second Grade Student books 57

# of unused Volume 2 Second Grade Student books 56

# of Teacher Edition Sets 5

2<sup>nd</sup> OK Focus 49



Oklahoma My Math, Grade 3 © 2019  
Student Edition



# of unused Volume 1 Third Grade Student books 163

# of unused Volume 2 Third Grade Student books 191

# of Teacher Edition Sets 5

3<sup>rd</sup> OK Focus 163



Oklahoma My Math, Grade 4 © 2019  
Student Edition



# of unused Volume 1 Fourth Grade Student books 171

# of unused Volume 2 Fourth Grade Student books 122

# of Teacher Edition Sets 5

4<sup>th</sup> Grade  
OK Focus 140

# MyMath Book Count



Oklahoma My Math, Grade 5 © 2019  
Student Edition



# of unused Volume 1 Fifth Grade Student books 87

# of unused Volume 2 Fifth Grade Student books 77

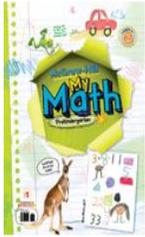
# of Teacher Edition Sets 4

Ok focus 104

# MyMath Book Count

This document is to get a count in order for the school board to declare it out of date surplus.

Site Name Wayside



**My Math, Grade PreK**

Teacher Edition

Manage Content

# of Teacher Edition Sets 4



**Oklahoma My Math, Grade K © 2019**

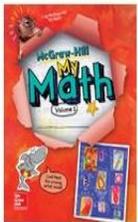
Student Edition



# of unused Volume 1 Kindergarten Student books 111

# of unused Volume 2 Kindergarten Student books 195

# of Teacher Edition Sets 5



**Oklahoma My Math, Grade 1 © 2019**

Student Edition



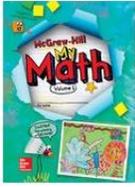
# of unused Volume 1 First Grade Student books 90

# of unused Volume 2 First Grade Student books 90

**OK FOCUS** 90

# of Teacher Edition Sets 5

# MyMath Book Count



Oklahoma My Math, Grade 2 © 2019  
Student Edition

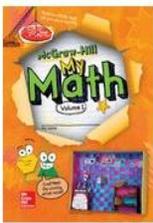


# of unused Volume 1 Second Grade Student books 102

# of unused Volume 2 Second Grade Student books 102

**Ok focus** 113

# of Teacher Edition Sets 5



Oklahoma My Math, Grade 3 © 2019  
Student Edition

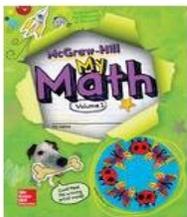


# of unused Volume 1 Third Grade Student books 99

# of unused Volume 2 Third Grade Student books 130

**OK FOCUS** 91

# of Teacher Edition Sets 4



Oklahoma My Math, Grade 4 © 2019  
Student Edition



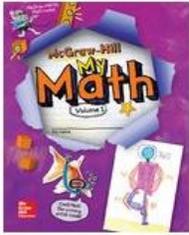
# of unused Volume 1 Fourth Grade Student books 92

# of unused Volume 2 Fourth Grade Student books 92

**OK FOCUS** 92

# of Teacher Edition Sets 4

# MyMath Book Count



Oklahoma My Math, Grade 5 © 2019  
Student Edition



# of unused Volume 1 Fifth Grade Student books 141

# of unused Volume 2 Fifth Grade Student books 121

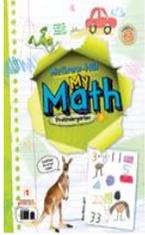
**OK FOCUS** 154

# of Teacher Edition Sets 4

# MyMath Book Count

This document is to get a count in order for the school board to declare it out of date surplus.

Site Name Richard Kane Elementary

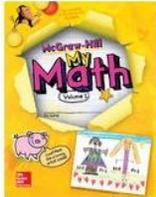


**My Math, Grade PreK**

Teacher Edition

Manage Content 

# of Teacher Edition Sets 0



**Oklahoma My Math, Grade K © 2019**

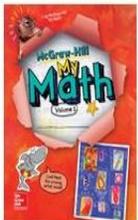
Student Edition



# of unused Volume 1 Kindergarten Student books 117

# of unused Volume 2 Kindergarten Student books 209

# of Teacher Edition Sets 3



**Oklahoma My Math, Grade 1 © 2019**

Student Edition

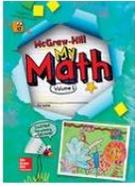


# of unused Volume 1 First Grade Student books 28

# of unused Volume 2 First Grade Student books 23

# of Teacher Edition Sets 3

# MyMath Book Count



Oklahoma My Math, Grade 2 © 2019  
Student Edition

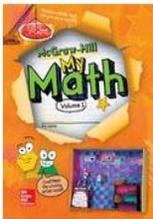


# of unused Volume 1 Second Grade Student books \_\_\_\_\_ **76**

# of unused Volume 2 Second Grade Student books \_\_\_\_\_ **116**

OK Focus 120

# of Teacher Edition Sets \_\_\_\_\_ **4**



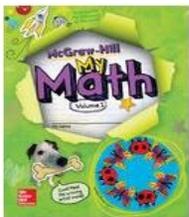
Oklahoma My Math, Grade 3 © 2019  
Student Edition



# of unused Volume 1 Third Grade Student books \_\_\_\_\_ **58**

# of unused Volume 2 Third Grade Student books \_\_\_\_\_ **39**

# of Teacher Edition Sets \_\_\_\_\_ **3**



Oklahoma My Math, Grade 4 © 2019  
Student Edition

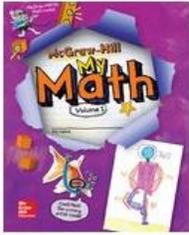


# of unused Volume 1 Fourth Grade Student books \_\_\_\_\_ **41**

# of unused Volume 2 Fourth Grade Student books \_\_\_\_\_ **80**

# of Teacher Edition Sets \_\_\_\_\_ **4**

# MyMath Book Count



Oklahoma My Math, Grade 5 © 2019  
Student Edition



# of unused Volume 1 Fifth Grade Student books 19

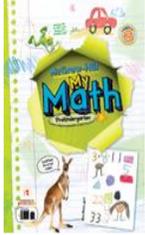
# of unused Volume 2 Fifth Grade Student books 49

# of Teacher Edition Sets 4

# MyMath Book Count

This document is to get a count in order for the school board to declare it out of date surplus.

Site Name Jane Phillips school

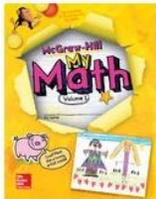


My Math, Grade PreK

Teacher Edition

Manage Content 

# of Teacher Edition Sets 2



Oklahoma My Math, Grade K © 2019

Student Edition

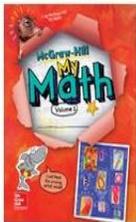


# of unused Volume 1 Kindergarten Student books 75

# of unused Volume 2 Kindergarten Student books 82

# of Teacher Edition Sets 3

# ok focus 111



Oklahoma My Math, Grade 1 © 2019

Student Edition



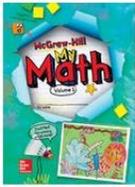
# of unused Volume 1 First Grade Student books 110

# of unused Volume 2 First Grade Student books 66

# of Teacher Edition Sets 2

# Ok Focus 110

# MyMath Book Count



Oklahoma My Math, Grade 2 © 2019  
Student Edition

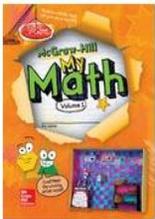


# of unused Volume 1 Second Grade Student books 92

# of unused Volume 2 Second Grade Student books 122

# of Teacher Edition Sets 3

# OK Focus 110



Oklahoma My Math, Grade 3 © 2019  
Student Edition

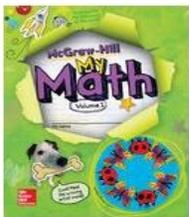


# of unused Volume 1 Third Grade Student books 69

# of unused Volume 2 Third Grade Student books 60

# of Teacher Edition Sets 3

# Ok Focus 36



Oklahoma My Math, Grade 4 © 2019  
Student Edition



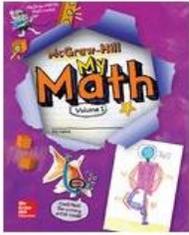
# of unused Volume 1 Fourth Grade Student books 169

# of unused Volume 2 Fourth Grade Student books 157

# of Teacher Edition Sets 2

# ok Focus 164

# MyMath Book Count



Oklahoma My Math, Grade 5 © 2019  
Student Edition



# of unused Volume 1 Fifth Grade Student books 128

# of unused Volume 2 Fifth Grade Student books 140

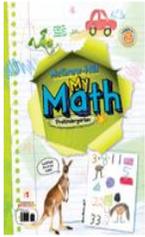
# of Teacher Edition Sets 2

# OK Focus 52

# MyMath Book Count

This document is to get a count in order for the school board to declare it out of date surplus.

Site Name Hoover Elementary

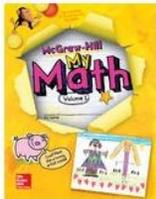


**My Math, Grade PreK**

Teacher Edition

Manage Content 

# of Teacher Edition Sets 3



**Oklahoma My Math, Grade K © 2019**

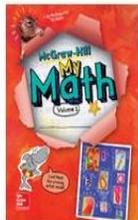
Student Edition



# of unused Volume 1 Kindergarten Student books 14

# of unused Volume 2 Kindergarten Student books 43

# of Teacher Edition Sets 3



**Oklahoma My Math, Grade 1 © 2019**

Student Edition

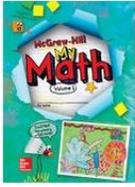


# of unused Volume 1 First Grade Student books 27

# of unused Volume 2 First Grade Student books 27

# of Teacher Edition Sets 4

# MyMath Book Count



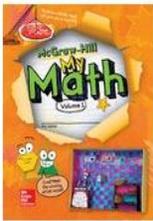
Oklahoma My Math, Grade 2 © 2019  
Student Edition



# of unused Volume 1 Second Grade Student books 25

# of unused Volume 2 Second Grade Student books 0

# of Teacher Edition Sets 3



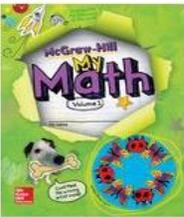
Oklahoma My Math, Grade 3 © 2019  
Student Edition



# of unused Volume 1 Third Grade Student books 12

# of unused Volume 2 Third Grade Student books 28

# of Teacher Edition Sets 4



Oklahoma My Math, Grade 4 © 2019  
Student Edition

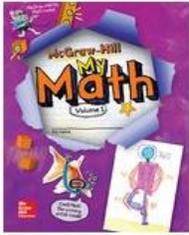


# of unused Volume 1 Fourth Grade Student books 20

# of unused Volume 2 Fourth Grade Student books 20

# of Teacher Edition Sets 3

# MyMath Book Count



Oklahoma My Math, Grade 5 © 2019  
Student Edition



# of unused Volume 1 Fifth Grade Student books 0

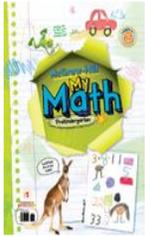
# of unused Volume 2 Fifth Grade Student books 0

# of Teacher Edition Sets 3

# MyMath Book Count

This document is to get a count in order for the school board to declare it out of date surplus.

Site Name Education Service Center



My Math, Grade PreK

Teacher Edition

Manage Content

# of Teacher Edition Sets 1



Oklahoma My Math, Grade K © 2019

Student Edition



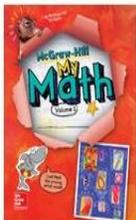
# of unused Volume 1 Kindergarten Student books 57

# of unused Volume 2 Kindergarten Student books 67

# of unused Oklahoma Focus Student Edition books 2

# of Teacher Edition Sets 0

# of Oklahoma Focus Teacher Edition books 1



Oklahoma My Math, Grade 1 © 2019

Student Edition

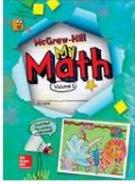


# of unused Volume 1 First Grade Student books 12

# of unused Volume 2 First Grade Student books 12

# of Teacher Edition Sets 1 book of Volume 2

# MyMath Book Count



Oklahoma My Math, Grade 2 © 2019  
Student Edition



# of unused Volume 1 Second Grade Student books 0

# of unused Volume 2 Second Grade Student books 0

# of Teacher Edition Sets 0



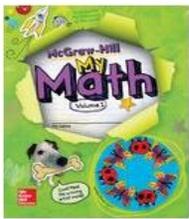
Oklahoma My Math, Grade 3 © 2019  
Student Edition



# of unused Volume 1 Third Grade Student books 0

# of unused Volume 2 Third Grade Student books 0

# of Teacher Edition Sets 0



Oklahoma My Math, Grade 4 © 2019  
Student Edition

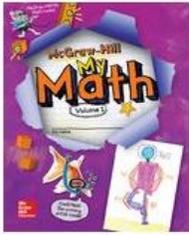


# of unused Volume 1 Fourth Grade Student books 0

# of unused Volume 2 Fourth Grade Student books 0

# of Teacher Edition Sets 0

# MyMath Book Count



Oklahoma My Math, Grade 5 © 2019  
Student Edition



# of unused Volume 1 Fifth Grade Student books 87

# of unused Volume 2 Fifth Grade Student books 65

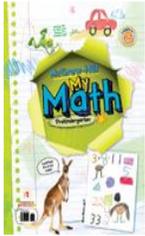
# of unused Oklahoma Focus Student books 72

# of Teacher Edition Sets 0

# MyMath Book Count

This document is to get a count in order for the school board to declare it out of date surplus.

Site Name Ranch Heights Elementary



My Math, Grade PreK

Teacher Edition

Manage Content 

# of Teacher Edition Sets 2



Oklahoma My Math, Grade K © 2019

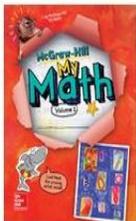
Student Edition



# of unused Volume 1 Kindergarten Student books 8

# of unused Volume 2 Kindergarten Student books 21

# of Teacher Edition Sets 0



Oklahoma My Math, Grade 1 © 2019

Student Edition

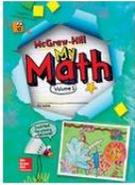


# of unused Volume 1 First Grade Student books 7

# of unused Volume 2 First Grade Student books 15

# of Teacher Edition Sets 0

# MyMath Book Count



Oklahoma My Math, Grade 2 © 2019  
Student Edition



# of unused Volume 1 Second Grade Student books 34

# of unused Volume 2 Second Grade Student books 25

# of Teacher Edition Sets 0



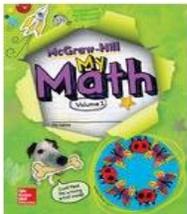
Oklahoma My Math, Grade 3 © 2019  
Student Edition



# of unused Volume 1 Third Grade Student books 14

# of unused Volume 2 Third Grade Student books 29

# of Teacher Edition Sets 0



Oklahoma My Math, Grade 4 © 2019  
Student Edition

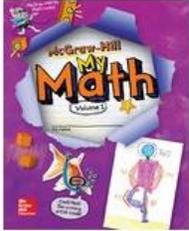


# of unused Volume 1 Fourth Grade Student books 24

# of unused Volume 2 Fourth Grade Student books 31

# of Teacher Edition Sets 0

# MyMath Book Count



Oklahoma My Math, Grade 5 © 2019  
Student Edition



# of unused Volume 1 Fifth Grade Student books 1

# of unused Volume 2 Fifth Grade Student books 6

# of Teacher Edition Sets 0

## **Surplus List**

Kane sound system consisted of the following:

RCA 5 disc CD changer

Technics dual cassette deck

Peavey 300 series power amp

Peavey XR 680c mixer

Peavey SP-5 speaker (2)

# Bartlesville Public Schools Encumbrance Register

Year 2023-2024 Fund 01

## 01-2019 BOND-GENERAL PROJ - BEA LEASE PURCHASE

PO No	Date	Vendor	Description	Amount
4	04/04/2024	MANHATTAN CONSTRUCTION COMPANY	CONST/258/VOAG/HS Blanket po for Construction at VoAg building	65,603.75

Report Total: \$65,603.75

REQUEST FOR APPROVAL OF STATE AID AND/OR FEDERAL FUND FOR  
SCHOOLS Co-Op FUND

S.A.&I. 307 (1990)

School District No. 30

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>Carl Perkins Allocation</u>     | \$ <u>26,059.80</u>        |
| 2. <u>Carl Perkins 799 Prior Year</u> | \$ <u>14,593.20</u>        |
| 3. _____                              | \$ _____                   |
| 4. _____                              | \$ _____                   |
| 5. _____                              | \$ _____                   |
| 6. _____                              | \$ _____                   |
| 7. _____                              | \$ _____                   |
| <b>TOTAL</b>                          | <b>\$ <u>40,653.00</u></b> |

We further certify that these fund are in addition to and in excess of the State and/or Federal fund 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	132,500	00	40,653	00	173,153	00	40,653	00
2. Interest Reserve								
3. Grand	132,500	00	40,653	00	173,153	00	40,653	00

Submitted, by order of the Board, this 15th day of April, 2024.

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

\_\_\_\_\_  
Clerk

CERTIFICATE OF COUNTY CLERK

STATE OF OKLAHOMA, COUNTY OF \_\_\_\_\_, 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 \_\_\_\_\_.

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

(Seal)

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

# GAS SALES AGREEMENT

CONTRACT No. G.S. 21113

**THIS AGREEMENT (“Agreement”)** is made and entered into effective the 1<sup>st</sup> day of **July, 2024** (“Contract Effective Date”) between **Clearwater Enterprises, L.L.C. (“Clearwater”)**, hereinafter referred to as "Seller", and **Bartlesville Public Schools**, hereinafter referred to as "Buyer". Seller agrees to sell and deliver to Buyer, and Buyer agrees to purchase and receive from Seller, natural gas pursuant to the terms and conditions hereinafter set forth. Seller and Buyer may be referred to sometimes individually as “Party” or collectively as “Parties”.

- (1) **Transaction Confirmation:** At any time Seller may offer to sell to Buyer and/or Buyer may offer to purchase from Seller a specific quantity of gas under this Agreement by transmitting to the other a Transaction Confirmation, in the form attached hereto as Exhibit A, setting out the details of the proposed transaction. Subject to Section 3, Buyer has no obligation to purchase gas and Seller has no obligation to sell gas under this Agreement, except as set forth in a Transaction Confirmation duly executed by both Parties.
- (2) **Quantity:** Subject to the provisions of Section 3 hereof, Seller agrees to sell, and Buyer agrees to purchase all its gas requirements in the quantities of gas set forth in the applicable Transaction Confirmation ("Fixed Quantity" and/or "Quantity"). The Parties will cooperate in the nomination and confirmation of the actual quantities to be delivered by Seller and received by Buyer, pursuant to the procedures and requirements of the Local Distribution Company’s approved transportation tariff and any applicable procedures and requirements of the third-party pipeline(s) upstream of such Local Distribution Company’s facilities.
- (3) **Nature of Obligation:** During the term of this Agreement, Buyer agrees to purchase all of its monthly usage exclusively from Seller. Seller agrees to exercise its commercially reasonable efforts to supply all of Buyer’s monthly usage. If Seller is unable or unwilling to supply Buyer with all of its monthly usage, Buyer shall have as its sole remedy the option to terminate this Agreement upon forty-five (45) day notice to Seller.
- (4) **Price:** The price per MMBtu for the gas sold and purchased hereunder will be the Price as set out in the Transaction Confirmation. Such Price will be inclusive of any production, severance, and all other applicable taxes attributable to the gas prior to its delivery at the Delivery Point(s). Such price will not be inclusive of, and Buyer shall be responsible for, any transportation fees, riders, taxes or any other costs or charges incurred for services at or after the Delivery Point(s), including as assessed by the Local Distribution Company or any third-party pipeline upstream of and transporting the gas to the Local Distribution Company. Additionally, Seller shall not be responsible or liable for, but Buyer shall be responsible for, any costs including, but not limited to, imbalances, penalties, or cash-out charges, which are the result of measurement corrections or in connection with the balancing of actual receipts over and under nominated and confirmed quantities at or after the Delivery Point(s), including as assessed by the Local Distribution Company or any third-party pipeline upstream of and transporting the gas to the Local Distribution Company. Notwithstanding the above, Seller shall be responsible for any balancing fees or penalties charged to Buyer’s account by the Local Distribution Company or the third-party pipeline transporting the gas to the Local Distribution Company that are caused by Seller’s gross negligence or willful misconduct.

- (5) **Term:** This Agreement shall remain in force and effect unless and until terminated by either Party upon forty-five (45) days' prior written notice; provided, however such termination shall not be effective as to any then duly executed Transaction Confirmation until the expiration of such Transaction Confirmation's designated term. The obligations to make payment for gas previously received and to balance to zero actual receipts over and under nominated and confirmed quantities, under a Transaction Confirmation, if any, shall survive the termination of this Agreement and the applicable Transaction Confirmation.
- (6) **Delivery Point(s)/Point(s) of Sale:** Seller will deliver gas at the Delivery Point(s) identified within the Transaction Confirmation. All such Delivery Point(s) shall be considered the Point(s) of Sale between Buyer and Seller, and risk of loss for the gas delivered hereunder shall transfer from Seller to Buyer at the Delivery Point(s).
- (7) **Transportation:** The Local Distribution Company serving Buyer's applicable Facility site will be specified in the Transaction Confirmation. Seller's obligations hereunder are conditioned upon the Local Distribution Company's approval or authorization of Seller to act as Buyer's agent or supplier for deliveries of gas to Buyer's applicable Facility site via the Local Distribution Company's facilities. Seller will have no responsibility for, and Buyer will be responsible for all transportation of gas at or after the Delivery Point(s).
- (8) **Measurement, Metering, Quality:** Gas delivered by Seller at the Delivery Point(s) pursuant to this Agreement and any Transaction Confirmation will meet the quality specifications set out in the Local Distribution Company's tariff. Except as expressly provided in this Section 8 and Section 9, Seller disclaims any other warranty, express or implied, including any warranty of fitness for any particular purpose. The Parties acknowledge and agree that measurement and testing will be performed by the operator of the applicable Delivery Point according to the Local Distribution Company's most recent tariff requirements. Buyer will cooperate in good faith with any reasonable request of Seller to exercise Buyer's rights under the Local Distribution Company's tariff regarding measurement and testing at the Delivery Point(s).
- (9) **Title:** Seller warrants its right to sell the gas delivered hereunder to Buyer. Title shall pass from Seller to Buyer at the Delivery Point(s).
- (10) **Billing and Payment:** Seller agrees to provide Buyer a monthly invoice for the total quantity of gas delivered to Buyer at the Delivery Point(s). Buyer agrees to make payment to Seller of the total invoice amount on or before the 25<sup>th</sup> day of the month, except for any amount disputed in good faith. With regard to any amount disputed in good faith, Buyer will provide sufficient detail to support adjustments requested by Buyer to the invoice amount. Buyer and Seller will work together to resolve any disputed amount in a timely manner, but Buyer shall remain obligated to remit payment for undisputed amounts as provided herein. Any undisputed amounts due Seller and not paid when due shall bear interest from the due date at the lesser of (i) one and one-half percent per month from the date due until the date of payment; or (ii) the maximum applicable lawful interest rate. All invoices, statements and adjustments shall be considered final and correct as between the Parties unless disputed in writing within two (2) years from the date of such invoices, statements, or adjustments.
- (11) **Seller's Credit Terms and Right to Set-Off:** Seller's obligation to deliver gas hereunder is conditioned upon Buyer's compliance with Seller's credit policies and requirements. If the financial responsibility of Buyer is at any time unsatisfactory to Seller for any reason, then Buyer shall, within five (5) business days of Seller's written notification, provide Seller

with security as deemed satisfactory by Seller for Buyer's performance hereunder. Buyer's failure to abide by the provisions of this Section shall be considered a breach hereof, and in such event, payment for all natural gas delivered hereunder shall be due and paid immediately, and Seller may, without waiving any rights or remedies it may have, withhold further deliveries until such payments or security is received, provided Buyer is afforded an opportunity to cure any default within three (3) business days' notice of any breach. Should Buyer fail to cure such default within such three (3) business day, then Seller shall have the right to terminate this Agreement and any Transaction Confirmation effective upon Seller's written notice to Buyer. Buyer's obligation to make payment hereunder for gas received, and with regard to balancing nominated and confirmed volumes versus actual deliveries, shall survive the termination of this Agreement and any Transaction Confirmation. Furthermore, if any payment due to Seller hereunder is not paid when due, Seller shall have the right, in addition to all other rights and remedies, to set-off any such unpaid balance due Seller against any amounts owed by Seller, or by the parent or any subsidiary of Seller, to Buyer under this or any separate agreement or transaction.

- (12) **Forward Contract:** If a Party to this Agreement is considering or becomes subject to U.S. Bankruptcy Code proceedings, it is understood and agreed to that the other Party is a "forward contract merchant" under Section 556 of the U.S. Bankruptcy Code, that this Agreement and each Transaction Confirmation constitutes a "forward contract" within the meaning of the U.S. Bankruptcy Code, and that the other Party and this Agreement and each Transaction Confirmation executed hereunder shall be afforded all the rights and protections to forward contract merchants and forward contracts under the U.S. Bankruptcy Code without limitation.
- (13) **Taxes:** Seller shall pay or cause to be paid all production, severance and all other applicable taxes attributable to the gas prior to its delivery at the Delivery Point(s). Buyer is responsible for and hereby agrees to pay or cause to be paid all applicable sales, use, and gross receipts taxes or charges arising at or after delivery at the Delivery Point. If Buyer is entitled to purchase natural gas free from any such taxes or charges, Buyer shall promptly furnish Seller with the necessary exemption certificate(s) covering each Delivery Point.
- (14) **Notices:** Except as herein otherwise provided, any notice, request, demand, statement, routine communication, invoice, or bill provided for under this Agreement or the Exhibits hereto shall be in writing and delivered to the Parties at the addresses or facsimile numbers identified on Exhibits "B" and "C" attached hereto. Notice shall be deemed given when physically delivered to the other Party in person, when transmitted to the other Party by confirmed facsimile transmission, three Business Days after deposited, postage prepaid, in the U.S. Mail, or upon confirmed delivery by a delivery service. Either Party may change its address or facsimile number by providing notice of same in accordance herewith. Notices under this Agreement and any Transaction Confirmation are to be made to the person(s) designated by each Party on Exhibits "B" and "C" until each Party designates other persons to receive such notices.
- (15) **Previous Agreements:** This Agreement and Transaction Confirmation(s) executed in connection herewith replace and supersede any prior discussions, negotiations, representations or agreements, whether oral or written, between Seller and Buyer, if any, with respect to the purchase of gas by Buyer from Seller for the Facility(ies) and dates of service listed on the applicable Transaction Confirmation.
- (16) **Force Majeure:** Except with regard to Buyer's obligation to make payment(s) due under Section 10, neither Party hereto shall be liable for any failure to perform any of its

obligations hereunder due to causes beyond its reasonable control, the occurrence of which could not have been prevented by the exercise of due diligence, such as acts of God; acts of civil or military authority; fires; strikes; floods; epidemics; war or riot; limitations, constraints, or failure of transportation service (including by the Local Distribution Company and/or any other third-party pipelines upstream of the Delivery Point(s)); and inability of Seller to obtain gas supply at a reasonable cost; provided, however, that neither Party shall be relieved of its obligations hereunder solely by reason of that Party's financial inability to perform. Refusal of either Party to accede to a demand of laborers or labor unions which, in its sole discretion, it considers unreasonable shall not deny that Party the benefits of this provision.

- (17) **Confidentiality**: During the term hereof and for a period of one (1) year after termination of this Agreement, Seller and Buyer agree to maintain the confidentiality of this Agreement and each Transaction Confirmation executed in connection herewith, and each of the terms and conditions hereof and thereof, and Seller and Buyer agree not to divulge same to any third party (other than the receiving Party's employees, lenders, counsel, accountants and other agents with a need to know) without the express prior written consent of the other Party, except to the extent required by law or exchange rule. However, Seller consents to allow Buyer to divulge the terms hereof and of the applicable Transaction Confirmation(s) to a prospective purchaser of the Facility designated in such Transaction Confirmation(s), and Buyer consents to allow Seller to divulge the terms hereof to a prospective purchaser of all or substantially all of Seller's assets or any rights under this Agreement.
- (18) **Waiver**: No waiver by either Buyer or Seller of one or more defaults by the other in the performance of any of the provisions of this Agreement or any Transaction Confirmation shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.
- (19) **Severability**: If any provision in this Agreement or any Transaction Confirmation is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement.
- (20) **Governmental Regulation**: In the event any governmental authority prohibits any of the transactions described in this Agreement or any Transaction Confirmation, or otherwise conditions such transaction in a manner that is unacceptable in the reasonable judgment of the Party affected thereby, then the Parties shall negotiate in good faith alternative mutually acceptable terms giving effect to the maximum extent possible to the intentions of the Parties as expressed in this Agreement and the applicable Transaction Confirmation at the time of execution. If the Parties are unable to agree on mutually aggregable alternative terms by the date the governmental prohibition or condition takes effect, either Party may terminate this Agreement and the applicable Transaction Confirmation(s) effective upon written notice to the other Party.
- (21) **Supply Change**. If the Local Distribution Company, or any third-party pipeline upstream of and transporting the gas to the Local Distribution Company, limits, restricts, or otherwise modifies requirements for gas supply to the Delivery Point(s), including, without limitation, (i) the geographic source of such supply, (ii) the point of receipt into the Local Distribution Company's system to which such supply must be delivered, (iii) the point of receipt into such third-party pipeline's system to which such supply must be delivered, or (iv) the point of redelivery out of the such third-party pipeline's system through which such supply must

be transported (a "Supply Change"), which Supply Change increases Seller's costs to perform hereunder, then Seller shall be entitled to recover such increased cost from Buyer, including without limitation by modifying the price to be paid by Buyer for gas hereunder.

- (22) **Indemnity**: Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims") from any and all persons arising from or out of title to the gas upon delivery hereunder, failure of Seller's gas to meet the quality specification set forth in Section 8 upon delivery hereunder, personal injury or property damages from gas prior to delivery at the Delivery Point(s) or other charges thereon that attach prior to the Delivery Point. Buyer agrees to indemnify Seller and save it harmless from all Claims from any and all persons arising from or out of obligations for payment due hereunder, personal injury or property damages from gas at and after delivery at the Delivery Point or other charges thereon that attach at or after the Delivery Point.
- (23) **Assignability**: This Agreement and any Transaction Confirmation shall inure to and be binding upon the successors and assigns of the Parties hereto; provided, that neither Party may assign this Agreement or any Transaction Confirmation and the rights and obligations hereunder or thereunder without first having obtained the written approval of the other Party, which approval shall not be unreasonably withheld. Seller reserves the right to review and approve the creditworthiness of any proposed assignee of Buyer. Upon any such assignment, transfer and assumption, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder unless expressly waived by Seller.
- (24) **Applicable Law/Venue/Jury Waiver/Attorney's Fees**: This Agreement and each Transaction Confirmation shall be interpreted and enforced in accordance with the laws of the State of Oklahoma, without reference to its principles on conflict of laws. The Parties hereby submit to the personal jurisdiction of, and agree venue is proper in the state courts located in, Oklahoma County, Oklahoma, and the federal courts located in the Western District of Oklahoma. Any suit arising out of or related to this Agreement or any Transaction Confirmation shall be brought exclusively in such courts, and the Parties irrevocably consent and submit to the exclusive jurisdiction of such courts and waive any objection based on venue or forum non conveniens. Each Party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any proceedings relating to this Agreement or any Transaction Confirmation. In any action brought to enforce or interpret this Agreement or any Transaction Confirmation, the prevailing Party shall be entitled to recover the reasonable attorney's fees, costs and disbursements by outside counsel.
- (25) **Authority**: Each Party to this Agreement and any Transaction Confirmation represents and warrants that it has full and complete authority to enter into and perform this Agreement and any Transaction Confirmation. Each person who executes this Agreement and any Transaction Confirmation on behalf of either Party represents and warrants that it has full and complete authority to do so and that such Party will be bound thereby.
- (26) **Entirety**: Each Transaction Confirmation is hereby incorporated into and made a part of this Agreement. The entire agreement between the Parties shall include those provisions contained in this Agreement and any effective Transaction Confirmation. However, the provisions of each respective Transaction Confirmation shall apply only to the terms and quantities set forth in such Transaction Confirmation; the provisions of this Agreement shall apply to all quantities in all Transaction Confirmations. In the event of a conflict

between the terms of any Transaction Confirmation and this Agreement, the terms of the Transaction Confirmation shall take precedence.

- (27) **Preparation:** This Agreement and any Transaction Confirmation were negotiated by both Parties hereto with advice of counsel to the extent deemed necessary by each Party, and were not prepared by any Party to the exclusion of the other, and, accordingly, shall not be construed against either Party by reason of its preparation.
- (28) **Signatures:** In lieu of original signatures, the Parties agree that this Agreement and any Transaction Confirmation is valid and binding upon the execution and delivery of same via facsimile transmission or email.

As evidence of the Parties' agreement to the terms and conditions set forth above, this Agreement, effective as of the date first stated above, is hereby executed by an authorized representative of each Party on the dates shown below.

**Seller**  
**Clearwater Enterprises, L.L.C.**

By: \_\_\_\_\_  
Name: Maria Olivares  
          Vice President - Commodity  
Title: Operations and Contracts  
Date: \_\_\_\_\_

**Buyer**  
**Bartlesville Public Schools**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**EXHIBIT A**  
**TRANSACTION CONFIRMATION**

**Clearwater Enterprises, L.L.C.** ("Seller") and **Bartlesville Public Schools** ("Buyer") agree to the purchase and sale of natural gas pursuant to this Transaction Confirmation and the general terms and conditions contained in the Gas Sales Agreement dated July 1, 2024 between Buyer and Seller ("Agreement"):

Term: July 1, 2024 through June 30, 2025 and automatically renewed year to year thereafter unless either Party notifies the other Party in writing at least forty-five (45) days prior to the expiration of the stated term or the then current renewal period that this Transaction Confirmation shall not be renewed, subject to early termination under Sections 11 and 20 of the Agreement.

Facility: As listed on Schedule 1 attached hereto

Quantity: Full Facility Requirements, the monthly quantity of which is estimated on Schedule 1 attached hereto.

Nature of Quantity Obligation: Firm

Price: For all gas delivered by Seller the price Buyer shall pay Seller shall be calculated by adding \$0.095/MMBtu to Seller's cost. Buyer shall have the option to fix a price for a quantity of gas throughout the term of this Agreement at a price which is mutually agreeable to the Parties hereto.

Delivery Point/Point(s) of Sale: Oklahoma Natural Gas Company distribution system receipt point for delivery to the Facility listed above.

Local Distribution Company: Oklahoma Natural Gas Company

Transporting Pipeline: Southern Star Central Gas Pipeline

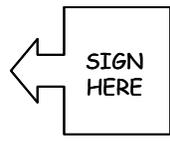
**EVIDENCE OF AGREEMENT:** This Transaction Confirmation documents an oral agreement previously reached by representatives of the Parties. Therefore, although Clearwater Enterprises, L.L.C. would prefer that this Transaction Confirmation be signed and returned by facsimile transmission, or that written confirmation of this Transaction Confirmation be provided in some other manner, this Transaction Confirmation will be deemed accepted if Clearwater Enterprises, L.L.C. receives no objections within two (2) business days of Clearwater's execution date shown below.

**Seller**  
**Clearwater Enterprises, L.L.C.**

**Buyer**  
**Bartlesville Public Schools**

By: \_\_\_\_\_  
Name: Maria Olivares  
          Vice President - Commodity  
Title: Operations and Contracts  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**SCHEDULE 1 to TRANSACTION CONFIRMATION**

**Facility Listing and Estimated Monthly Usage**

<b><u>Facility(ies)</u></b>													
<b>ONG Contract #</b>	<b>Account Name</b>				<b>ONG Account #</b>			<b>Address</b>					
<b><u>Estimated Monthly Usage (MMBtus)</u></b>													
<b>706</b>	BARTLESVILLE PS HOOVER ELEM				210159117			512 S Madison Blvd; BARTLESVILLE, OK 74006					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
	189	84	39	17	10	14	17	61	177	276	357	360	1601
<b>707</b>	BARTLESVILLE HIGH SCHOOL				211166535			1700 Hillcrest Dr; BARTLESVILLE, OK 74003					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
	825	526	272	119	110	175	345	521	915	1203	1717	1779	8507
<b>3955</b>	BARTLESVILLE PS MADISON MIDDLE				210159685			5900 SE Balylor Dr; BARTLESVILLE, OK 74006					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
	328	142	71	18	16	20	24	27	205	410	886	813	2960
<b>4510</b>	BARTLESVILLE PS CENTRAL MIDDLE				210167752			800 S Cherokee Ave; BARTLESVILLE, OK 74003					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
	166	62	30	13	10	12	14	73	279	391	438	364	1852
<b>4512</b>	BARTLESVILLE PS TRANSPORTATION				210163033			811 E 13th St; BARTLESVILLE, OK 74003					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
	162	72	23	2	1	1	5	52	142	207	294	259	1220
<b>7282</b>	BARTLESVILLE PS RANCH HEIGHTS				210163436			5100 David Dr; BARTLESVILLE, OK 74006					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
	310	248	155	83	35	15	19	74	170	258	348	365	2080
<b>7845</b>	BARTLESVILLE PS WILSON SCHOOL				211169649			245 N Spruce Ave; BARTLESVILLE, OK 74006					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
	223	131	34	0	0	5	1	63	348	334	360	354	1853
<b>7864</b>	BARTLESVILLE PS WAYSIDE ELEMEN				211164056			3000 Wayside Dr; BARTLESVILLE, OK 74006					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
	145	87	52	11	3	8	9	22	137	201	177	209	1061
<b>10816</b>	KANE ELEMENTARY SCHOOL				210163032			801 E 13th St; BARTLESVILLE, OK 74003					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Volume
	101	81	106	117	165	148	143	14	12	55	44	52	1038

Estimated Monthly Usage is for informational purposes and based on historical consumption as represented by Buyer's Local Distribution Company or upon information supplied by Buyer.

**EXHIBIT B**  
**Seller Addresses and Contacts**

This Exhibit B to the Gas Sales Agreement between **Clearwater Enterprises, L.L.C.** ("Seller") and **Bartlesville Public Schools** ("Buyer"), dated July 1, 2024, is for all purposes made a part of said Agreement.

**Main Address:**

**Clearwater Enterprises, L.L.C.**  
Address: 5637 N. Classen Blvd.  
Oklahoma City, OK 73118  
Phone: (405) 842-9200 Fax: (405) 842-9213

**Gas Supply Representative:**

Attn: Regina Fort  
Phone: (405) 842-9200 x201 Fax: (405) 842-9213  
Email: [rfort@cwegas.com](mailto:rfort@cwegas.com)

**Contractual Notices & Correspondence:**

Attn: Jennifer Ikeler  
Address: Same as Main  
Phone: (405) 842-9200 x217 Fax: (405) 842-9213  
Email: [jikeler@cwegas.com](mailto:jikeler@cwegas.com)

**Invoices:**

Attn: Jeff Geis  
Address: Same as Main  
Phone: (405) 842-9200 x208 Fax: (405) 418-0129  
Email: [jgeis@cwegas.com](mailto:jgeis@cwegas.com)

**Payments:**

Attn: Jeff Geis  
Phone: (405) 842-9200 x208 Fax: (405) 418-0129  
Email: [jgeis@cwegas.com](mailto:jgeis@cwegas.com)

**Payment by Wire:**

Bank: International Bank of Commerce  
1200 San Bernardo St.; Laredo, TX 78040  
ABA: 114902528  
Account No.: 1601012268  
For the Account of: Clearwater Enterprises, L.L.C.  
Reference: Oklahoma Account

**Payment by ACH:**

Bank: International Bank of Commerce  
Oklahoma City, OK  
ABA: 303072793  
Account No.: 1601012268  
For the Account of: Clearwater Enterprises, L.L.C.

**Payment by Check:**

Clearwater Enterprises, L.L.C.  
Section# 3109  
P.O. Box 659506  
San Antonio, TX 78265-9506

**EXHIBIT C**  
**Buyer Addresses and Contacts**

This Exhibit C to the Gas Sales Agreement between **Clearwater Enterprises, L.L.C.** (“Seller”) and **Bartlesville Public Schools** (“Buyer”), dated July 1, 2024, is for all purposes made a part of said Agreement.

**Buyer**

**Main Address:**

**Bartlesville Public Schools**  
Address: 512 S Madison Blvd  
Bartlesville, OK 74006  
Phone: PHONE  
Fax: FAX

**Marketing Representative:**

Attn: Preston Birk  
Phone: 918-336-8600 ext 3520  
Fax:  
Email: [birkpj@bps-ok.org](mailto:birkpj@bps-ok.org)

**Contractual Notices & Correspondence:**

Attn: Preston Birk  
Address: 512 S Madison Blvd  
Bartlesville, OK 74006  
Phone: 918-336-8600 ext 3520  
Fax:  
Email: [birkpj@bps-ok.org](mailto:birkpj@bps-ok.org)

**Invoices and Payments:**

Attn: Accounts Payable - Heather Allen  
Address: 1100 S Jennings  
Bartlesville, OK 74006  
Phone: 918-336-8600 ext 3509  
Fax:  
Email: [accountspayable@bps-ok.org](mailto:accountspayable@bps-ok.org)

## AGREEMENT FOR ADMINISTRATIVE SERVICES

**THIS AGREEMENT FOR ADMINISTRATIVE SERVICES**, including Appendix A (the “Agreement”) is entered into as of July 1, 2024 (“Effective Date”) by and between Pension Solutions, Inc., an Oklahoma corporation (“PSI”) and Independent School District Number 30 of Washington County, Oklahoma, an independent school district operating in the state of Oklahoma in accordance with the Oklahoma School Code, 70 O.S. § 1-101 *et. seq.* (the “District”).

**WHEREAS**, pursuant to a duly adopted resolution of the Board of Education for Independent School District Number 30 of Washington County, Oklahoma, (“Board of Education,” the governing body of the District), the District has approved the adoption and subsequent restatement(s) of the Bartlesville Public Schools 403(b) Plan (previously titled the Independent School Dist #30 (Bartlesville) 403(b) Plan and hereinafter referred to as the “Plan”), which Plan was adopted in accordance with applicable law; and

**WHEREAS**, in accordance with the adopting resolution, the District is the Plan Sponsor of the Plan and appointed itself the Plan Administrator (for the purpose of this Agreement, “Plan Administrator” and “Plan Manager” shall have the same meaning) of the Plan and as such is responsible for performing all actions necessary to carry out the administration of the Plan in accordance with applicable law; and

**WHEREAS**, the District has designated its Chief Financial Officer (“Designee”) as the person authorized to carry out the Plan, execute Plan documents, and take such actions as may be necessary to administer the Plan on the behalf of the District; and

**WHEREAS**, the Board of Education is a beneficiary of this Agreement and hereby agrees to ensure the performance of the District as Plan Administrator and its obligations, responsibilities and duties contained in this Agreement and to hold PSI harmless for any failure of the Plan Administrator to perform its duties and responsibilities in accordance with this Agreement as amended from time to time; and

**WHEREAS**, the Plan Administrator desires to engage PSI to perform certain third party administrative services for the Plan and PSI agrees to perform certain administrative services for the Plan in accordance with this Agreement and applicable law; and

**WHEREAS**, as applicable, this Agreement serves to satisfy the disclosure requirements of Section 408(b)(2) of Employee Retirement Income Security Act of 1974 (“ERISA”).

**NOW THEREFORE**, the District, the Plan Sponsor, the Plan Administrator, and PSI agree as follows:

## **1. Scope of Services**

PSI agrees to perform the administrative services and only those services set forth in this Agreement (the "Services"). PSI is not responsible for any services rendered, or to be rendered, on behalf of the Plan by any party prior to the date of this Agreement, or for any services that PSI has not specifically agreed to perform on behalf of the Plan. Pursuant to this Agreement, PSI is serving as a limited third-party administrator for the Plan. PSI is not the Plan Administrator and is not a fiduciary with respect to the Plan. The Plan Administrator specifically acknowledges that PSI provides no investment advice whatsoever, and has no authority, discretionary or otherwise, over Plan assets or administrative decisions.

## **2. Fees**

The Plan Administrator agrees to pay PSI the administration fees and other fees for the Services rendered through the date of termination of this Agreement in accordance with Appendix A. In addition to the fees set forth in this Agreement, the Plan Administrator agrees to pay PSI for any services performed by PSI that are in addition to the Services expressly stated in this Agreement, if such services are requested by the Plan Administrator, pursuant to the provisions of Appendix A, "Extraordinary Services," or pursuant to an agreement for additional services outside the scope of this Agreement, which may be entered into by the Plan Administrator and PSI for mutually agreed upon fees and costs.

The Plan Administrator acknowledges that PSI may also receive compensation indirectly ("Indirect Compensation") from sources other than the Plan Administrator or from Plan assets in connection with the Services as described in Appendix A. Any Indirect Compensation received by PSI shall be in addition to and separate from the fees payable pursuant to Appendix A. PSI represents that it will not receive any compensation, direct or indirect, for the Services provided in accordance with this Agreement, except for Indirect Compensation as defined and disclosed herein and the fees disclosed on Appendix A. In addition to continuing monthly, quarterly, semi-annual, or annual fees referenced on Appendix A, PSI will invoice associated fees and costs for the Services after such Services are completed. Payment of invoices should be received by PSI within thirty (30) days of the invoice date. If payment is not received in full within thirty (30) days, PSI reserves the right to impose late fees in accordance with Appendix A and deduct such late fees and any amounts owed from the Plan assets.

## **3. Term**

This Agreement is effective from July 1, 2024 to June 30, 2025. Subsequent annual renewals must be approved by the Board of Education in accordance with applicable state law. Either party may terminate this Agreement upon written notice of not less than thirty (30) days. PSI shall not be responsible for the performance of the Services, including the maintaining of the Plan Administrator's files after the date this Agreement is terminated.

## **4. Confidentiality**

PSI and the Plan Administrator may disclose certain business, financial, technical, intellectual property, materials, data, and other information to each other. All such non-public information that has been identified or otherwise designated as confidential or proprietary information or that is otherwise subject to safeguards or protection under applicable law shall be considered "Confidential Information." The receiving party shall use Confidential Information solely for the purposes of rendering the Services pursuant to and in accordance with this Agreement and shall not, without the prior written consent of the

other party, disclose any Confidential Information to any third party, except as may be disclosed as required by law, regulation, order of a court of competent jurisdiction or regulatory authority with subject matter jurisdiction. Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trademark, service mark, or other intellectual property of the other party, except for the use of Confidential Information that is expressly permitted herein. PSI and the Plan Administrator acknowledge that any disclosure or unauthorized use of Confidential Information will constitute a material breach of this Agreement and cause substantial harm to the party that provided such Confidential Information initially for which damages would not be a fully adequate remedy.

## **5. Timeliness of Data**

Timely processing of information is essential to the proper administration of the Plan and avoids costly adverse consequences with regard to government oversight and compliance. The Plan Administrator will provide the information requested by PSI within thirty (30) days after unless specifically stated otherwise or required by governing law.

## **6. Responsibilities of Plan Administrator**

- (a) The Plan Administrator represents that it is the primary fiduciary for the control and management of the assets of the Plan, including, without limitation, the selection and monitoring of service providers for the Plan, interpretation of Plan provisions, evaluation of claims made by participants, eligibility of participants, selection of any qualified default investment alternative, and all other plan administrator responsibilities. The Plan Administrator may elect to have certain fees for the Services deducted from Plan assets, and it is the responsibility of the Plan Administrator to determine whether Plan assets may be used to pay any fee. The Plan Administrator further represents that an unsigned copy of this Agreement, which includes Appendix A (which are intended to provide certain fee disclosures under Section 408(b)(2) of ERISA), was provided reasonably in advance of the date of the Plan Administrator's entering into this Agreement although such disclosures may not be applicable to the Plan.
- (b) The Plan Administrator will provide PSI with requested information on a timely basis. PSI will rely on information provided by the Plan Administrator or its representatives, including third parties, and will have no responsibility to independently verify the accuracy of the information. PSI assumes no responsibility to acquire information other than to request it from the Plan Administrator, and will not be liable for any errors or omissions made as a result of incomplete or incorrect information provided by the Plan Administrator. Additional services that need to be performed or revised due to incomplete or inaccurate data furnished by or on behalf of the Plan or the Plan Administrator will be subject to additional fees. Information and data requested by PSI shall be provided by the Plan Administrator or its agents within thirty (30) days or by the date referenced in PSI's request for information or as required by governing law. The Plan Administrator will be responsible for all consequences, including but not limited to, penalties and/or sanctions imposed by the Internal Revenue Service ("IRS"), the United States Department of Labor ("DOL"), and any other local, state or federal governing authority.
- (c) As applicable, the Plan Administrator is responsible for ensuring that funds are actually and properly contributed to the Plan's custodial account and/or to Plan participants' individual custodial accounts as required:

- for tax deductibility; and
- to satisfy applicable minimum funding standards for pension plans; and
- to ensure employee deferrals and loan payments are deposited to within the time parameters required by the DOL and applicable law.

PSI has no obligation to monitor Plan contributions or to ensure that such contributions or loan payments are timely contributed to the Plan's custodial account and/or to Plan participants' individual custodial accounts.

- (d) Fees, costs, charges, additional contributions, refunds of employee deferrals, or any other penalties imposed by a governmental agency having jurisdiction over the Plan, are the sole responsibility of the Plan and the Plan Administrator. In accordance with the fees and costs referenced on Appendix A, PSI may be engaged to represent the Plan during an examination conducted by any governmental agency having jurisdiction over the Plan, including, but not limited to the IRS and DOL.
- (e) The Plan Administrator will be responsible for providing the notices and information required by law to Plan participants, including, without limitation, notices and distribution forms, as well as obtaining applicable signatures on distribution forms.
- (f) The Plan Administrator will be responsible for ensuring PSI is authorized to conduct business on behalf of the Plan Administrator for the Services provided herein and shall promptly execute such forms of the Custodians (as defined below) and PSI, as are necessary and appropriate.
- (g) The Plan Administrator shall provide PSI a census of all Plan participants within thirty (30) days of the end of the Plan Sponsor's fiscal year. Such census information shall include: each participant's first and last name; each participant's social security number; and, each participant's the date of birth, date of hire, and as applicable the date of separation from employment ("Census Information"). For the purpose of this paragraph, all Plan participants means, all employee or prior employees with plan assets with the Custodian and/or prior recordkeeper, custodian, or annuity provider. In addition, the Plan Administrator is to provide PSI Census Information regarding all new enrollees in the Plan.
- (h) Due to the Plans' prior recordkeepers, custodians, and annuity providers, it is important that the Plan Sponsor provide a plan participant's phone number and email address along with the completion of any necessary forms. The Plan Administrator acknowledges that in order to expedite a participant's request, PSI may communicate directly with the Plan participant.
- (i) The Plan's operation and tax qualification is affected by other plans sponsored by the Plan Administrator and/or Plan Sponsor. Other entities owned by the Plan Administrator and/or Plan Sponsor or by the owners of the entities may also affect the Plan. The Plan Administrator is responsible for informing PSI of other potentially related plans or entities (including controlled groups and affiliated service groups), and any change in such information.

## **7. Administrative Services**

The following sets forth the Services to be performed by PSI under the terms and conditions of this Agreement:

- (a) Takeover/Installation services for transition to PSI, including review of plan provisions, compliance review with the Plan's custodian ("Custodian"), and completion of installation forms and documents.
- (b) Assistance with conversion of plan assets from another service provider (if applicable).
- (c) Perform data requests and analysis of census data from Custodians and/or Plan Administrator.
- (d) Assistance in the Plan Administrator's determination of participant eligibility, vesting and eligibility to receive employer contributions.
- (e) Interface with Custodians' website to facilitate administration and benefit payments.
- (f) Serve as an authorized third party signatory to facilitate benefit payments with grandfathered recordkeepers, custodians, and/or annuity providers, as necessary and appropriate.
- (g) Serve as authorized third party signatory to facilitate in-service transfers of Plan participants' funds with grandfathered recordkeepers, custodians, and/or annuity providers to Custodians, as necessary and appropriate.
- (h) Routine calls and inquiries relating to the Services.
- (i) Assisting with Plan participant communication materials.
- (j) Two (2) semi-annual meetings with Plan Administrator and such additional meetings as reasonably necessary in connection with the Services at rates contained in Appendix A.

## **8. Limitation on Liability and Indemnity Provisions**

- (a) General. Plan Administrator agrees that the only responsibilities of PSI hereunder are to render the Services provided in this Agreement. In no event shall PSI be responsible for delays or failures in the performance of its duties that are caused by or result from acts of God, epidemic, war, acts of terrorism, computer viruses, governmental interference, fire or other casualty, software or hardware malfunction, communication line failure, power failure, acts or omission by the Plan Administrator or any other circumstances beyond the control of PSI. The District, the Plan Sponsor, and the Board of Education agree to ensure the performance of the Plan Administrator's obligations, responsibilities and duties contained in this Agreement (through its Designee or otherwise), including the payment of fees and costs, and, to hold PSI harmless for any failure of the Plan Administrator to perform its duties and responsibilities in accordance with this Agreement as amended from time to time.
- (b) Payment for Response to Subpoenas and Document Production Requests. In the event that PSI and/or any of its employees, officers, directors or agents receive a subpoena to provide testimony, or to produce documents, in connection with any judicial or quasi-judicial proceeding, relative to services provided by PSI pursuant to this Agreement, the Plan Administrator agrees to pay PSI an amount equal to the actual out of pocket expenses associated with producing said documents and/or appearing at said proceeding, and to pay to PSI an hourly fee for all time

incurred by PSI personnel or its agents in preparing for and appearing at said proceeding, and for preparing documents to be produced, pursuant to Appendix A, "Extraordinary Services."

- (c) Non-representation. PSI is not a tax advisor; nor, the Plan Administrator. PSI will make recommendations to the Plan Administrator and Designee; however, in no way should such recommendations be relied upon in lieu of advice and counsel from the Plan's certified public accountant and/or licensed attorney.

## 9. General Provisions

- (a) Amendment. The Plan Administrator may not amend or modify this Agreement except in writing signed by both parties. PSI may amend and modify this Agreement from time to time by providing not less than sixty (60) days advance written notice to the Plan Administrator; provided, however, that if the Plan Administrator objects to any such amendment or modification, it may exercise its termination rights under this Agreement.
- (b) Notice. Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, or (iii) sent via a nationally recognized overnight courier service to the addresses set forth under the signatures of the parties or to such other address as either party may designate by notice in writing to the other.
- (c) Interpretation. This Agreement is not assignable by either party hereto without the prior written consent of the other party. Section and other headings are for reference only and shall not affect the meaning or interpretation of this Agreement. This Agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, successors, survivors, administrators and assigns. This Agreement constitutes and contains the entire understanding between the parties and supersedes all prior oral or written statements dealing with the subject matter herein.
- (d) Severability. If any one or more of the provisions of this Agreement shall, for any reason, be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be enforced as if such illegal or invalid provision had not been contained herein. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same Agreement.
- (e) Arbitration. If this Agreement is breached or a party fails to perform its responsibilities, duties, and obligations contained herein and such breach or default is not cured and the injured party is not made whole within sixty (60) days upon delivery of written notice as provided herein, then such injured party may seek a settlement and remedies for damages by initiating a proceeding to arbitrate the matter pursuant to the rules and standards of the American Arbitration Association with such proceeding occurring in Oklahoma City, Oklahoma County, Oklahoma. The parties to this Agreement mutually agree as follows regarding the settlement of any dispute or damages through arbitration:
  - i. The injured party must have provided the opposing party written notice of the claimed default, damages, and the requested remedy within no less than sixty (60) days from the delivery of such written notice for the opposing party to cure such default and make acceptable restitution.

- ii. Each party shall pay for its own costs and expenses incurred to arbitrate any dispute among the parties.
- iii. The arbitration shall be final and binding on all parties.
- iv. Judgment of an arbitrator's award may only be entered in a court having jurisdiction pursuant to this Agreement.
- v. The parties waive their right to a jury trial.
- vi. The arbitrator's award is not required to include factual findings or legal reasoning.
- vii. Any party's right to appeal or seek modification of an arbitrator's award is strictly limited.
- viii. The panel of arbitrators selected to arbitrate a settlement will typically include a minority of arbitrators who are familiar or affiliated with the retirement plan administration industry.
- ix. By law, an arbitration agreement does not preclude a party from seeking settlement of a dispute and/or remedies for damages in small claims court.

(f) Governing Law and Forum Selection. Except for the application of Section 9(e) above, this Agreement shall be governed by and construed according to the laws of the State of Oklahoma, without reference to conflict of law principles, except federal law preempts state law. The exclusive forum for any dispute between PSI, the District, the Plan Sponsor, the Plan Administrator, the Plan, and/or the Board of Education that arises out of or relates to this Agreement shall be a court of competent jurisdiction in Oklahoma County, Oklahoma.

(g) Disclosures Required by DOL Reg. 2550.408b-2(c). The disclosures set forth in this Agreement constitute all of the disclosures required to be made by PSI pursuant to the provisions of 29 C.F.R. §2550.408b-2(c), regardless of whether this document is signed on behalf of the Client.

**IN WITNESS WHEREOF**, the parties hereto, by their duly authorized representatives, have caused this Agreement to be executed and effective the date first written above.

[SIGNATURE PAGE FOLLOWS]

PSI:

Pension Solutions, Inc.  
9116 North Kelley Avenue  
Oklahoma City, OK 73131

By: \_\_\_\_\_  
Geoffrey O. Stallings, President

District:

Independent School District Number 30 of  
Washington County, Oklahoma  
1100 SW Jennings Avenue  
Bartlesville, OK 74003  
Oklahoma

By: \_\_\_\_\_  
Dr. Stephanie Curtis, Executive Director of  
Personnel and School Support

Plan Sponsor:

By: \_\_\_\_\_  
Preston Birk, Chief Financial Officer

Plan Administrator:

By: \_\_\_\_\_  
Preston Birk, Chief Financial Officer

## **AGREEMENT FOR ADMINISTRATIVE SERVICES**

**THIS AGREEMENT FOR ADMINISTRATIVE SERVICES**, including Appendix A (the “Agreement”) is entered into as of July 1, 2024 (“Effective Date”) by and between Pension Solutions, Inc., an Oklahoma corporation (“PSI”) and Independent School District Number 30 of Washington County, Oklahoma (commonly referred to as Bartlesville School District or Bartlesville Public Schools), an independent school district operating in the state of Oklahoma in accordance with the Oklahoma School Code, 70 O.S. § 1-101, *et seq.* (the “District”).

**WHEREAS**, pursuant to a duly adopted resolution, the Board of Education for Independent School District Number 30 of Washington County, Oklahoma (the “Board,” the governing body for the District) has approved the adoption of the Bartlesville Public Schools 457(b) Plan, a deferred compensation plan (the “Plan”), which Plan was adopted in accordance with Section 457 of the Internal Revenue Code (the “Code”) and applicable law regarding state and local qualified retirement plans; and

**WHEREAS**, in accordance with the adopting resolution, the District is the Plan Sponsor of the Plan and appointed itself the Plan Administrator of the Plan and as such is responsible for performing all actions necessary to carry out the administration of the Plan in accordance with applicable law; and

**WHEREAS**, the District has named and appointed Preston Birk as the fiduciary and trustee of the Plan (hereinafter referred to as the “Trustee”), which appointment may be rescinded at any time by the Board. Immediately upon separation of employment, David Boggs’ appointment as trustee, as well as all rights and obligations shall terminate and become vested in the Board unless a successor trustee has been named; and

**WHEREAS**, the Plan Administrator desires to engage PSI to perform certain third party administrative services for the Plan and PSI agrees to perform certain administrative services for the Plan in accordance with this Agreement and applicable law; and

**WHEREAS**, as applicable, this Agreement serves to satisfy the disclosure requirements 26 U.S.C. 457, *et seq.*, and other applicable provisions the Code.

**NOW THEREFORE**, the District, the Plan Sponsor, the Plan Administrator, and PSI agree as follows:

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

PSI agrees to perform the administrative services and only those services set forth in this Agreement (the “Services”). PSI is not responsible for any services rendered, or to be rendered, on behalf of the Plan by any party prior to the date of this Agreement, or for any services that PSI has not specifically agreed to perform on behalf of the Plan. Pursuant to this Agreement, PSI is serving as a third-party administrator for the Plan. PSI is not the Plan Administrator, as the term “plan administrator” is defined by the Plan and is not a fiduciary with respect to the Plan. The Plan Administrator specifically acknowledges that PSI provides no investment advice whatsoever, and has no authority, discretionary or otherwise, over Plan assets or administrative decisions.

## **2. Fees**

The Plan Administrator agrees to pay PSI the administration fees and other fees for the Services rendered through the date of termination of this Agreement in accordance with Appendix A. In addition to the fees set forth in this Agreement, the Plan Administrator agrees to pay PSI for any services performed by PSI that are in addition to the Services expressly stated in this Agreement, if such services are requested by the Plan Administrator, pursuant to the provisions of Appendix A, "Extraordinary Services," or pursuant to an agreement for additional services outside the scope of this Agreement, which may be entered into by the Plan Administrator and PSI for mutually agreed upon fees and costs.

The Plan Administrator acknowledges that PSI may also receive compensation indirectly ("Indirect Compensation") from sources other than the Plan Administrator or from Plan assets in connection with the Services as described in Appendix A. Any Indirect Compensation received by PSI shall be in addition to and separate from the fees payable pursuant to Appendix A. PSI represents that it will not receive any compensation, direct or indirect, for the Services provided in accordance with this Agreement, except for Indirect Compensation as defined and disclosed herein and the fees disclosed on Appendix A. In addition to continuing monthly, quarterly, semi-annual, or annual fees referenced on Appendix A, PSI will invoice associated fees and costs for the Services after such Services are completed. Payment of invoices should be received by PSI within thirty (30) days of the invoice date. If payment is not received in full within thirty (30) days, PSI reserves the right to impose late fees in accordance with Appendix A and deduct such late fees and any amounts owed from the Plan assets.

## **3. Term**

This Agreement is effective from July 1, 2024 to June 30, 2025. Subsequent annual renewals must be approved by the Board of Education in accordance with applicable state law. Either party may terminate this Agreement upon written notice of not less than thirty (30) days. PSI shall not be responsible for the performance of the Services, including the maintaining of the Plan Administrator's files after the date this Agreement is terminated.

## **4. Confidentiality**

PSI and the Plan Administrator may disclose certain business, financial, technical, intellectual property, materials, data, and other information to each other. All such non-public information that has been identified or otherwise designated as confidential or proprietary information or that is otherwise subject to safeguards or protection under applicable law shall be considered "Confidential Information." The receiving party shall use Confidential Information solely for the purposes of rendering the Services pursuant to and in accordance with this Agreement and shall not, without the prior written consent of the other party, disclose any Confidential Information to any third party, except as may be disclosed as required by law, regulation, order of a court of competent jurisdiction or regulatory authority with subject matter jurisdiction. Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trademark, service mark, or other intellectual property of the other party, except for the use of Confidential Information that is expressly permitted herein. PSI and the Plan Administrator acknowledge that any disclosure or unauthorized use of Confidential Information will constitute a material breach of this Agreement and cause substantial harm to the party that provided such Confidential Information initially for which damages would not be a fully adequate remedy.

## **5. Timeliness of Data**

Timely processing of information is essential to the proper administration of the Plan and avoids costly adverse consequences with regard to Plan compliance. The Plan Administrator will provide the information requested by PSI within ten (10) days of PSI's request. PSI is not responsible for any delinquent filings, penalties, fines, or taxes that result from the failure of the Plan Administrator to timely provide PSI with the requested information or as the result of the suspension of the Services due to delinquent payment of any invoiced fees. PSI is not responsible for the performance of any of the Services until and unless the information requested is received by PSI.

## **6. Responsibilities of Plan Administrator**

- (a) The Plan Administrator represents that it is the primary fiduciary for the control and management of the assets of the Plan, including, without limitation, the selection and monitoring of service providers for the Plan, interpretation of Plan provisions, evaluation of claims made by participants, eligibility of participants, ensuring the Plan complies with the applicable provisions of federal and state law, selection of any qualified default investment alternative, and all other plan administrator responsibilities. The Plan Administrator may elect to have certain fees for the Services deducted from Plan assets, and it is the responsibility of the Plan Administrator to determine whether Plan assets may be used to pay any particular fee. The Plan Administrator further represents that an unsigned copy of this Agreement and Appendix A serves as a disclosure of certain fees as of the date this Agreement was provided to the Plan Administrator. Furthermore, the Plan Administrator acknowledges that such fees may change from time to time.
- (b) As stated in Section 5 above, the Plan Administrator will provide PSI with requested information on a timely basis. PSI will rely on information provided by the Plan Administrator or its representatives, including third parties, and will have no responsibility to independently verify the accuracy of the information. PSI assumes no responsibility to acquire information other than to request it from the Plan Administrator and will not be liable for any errors or omissions made as a result of incomplete or incorrect information provided by the Plan Administrator. Additional services that need to be performed or revised due to incomplete or inaccurate data furnished by or on behalf of the Plan or the Plan Administrator will be subject to additional fees. Information and data requested by PSI shall be provided by the Plan Administrator or its agents within ten (10) days or by the date referenced in PSI's request for information. The Plan Administrator will be responsible for all consequences, including but not limited to, penalties and/or sanctions imposed by local, state, and/or federal governing authorities, or applicable law.
- (c) The Plan Administrator shall provide PSI a census of all employees within thirty (30) days of the end of the Plan Sponsor's fiscal year regardless of any respective employee's eligibility to participate or actual participation in the Plan. Such census information shall include: each employee's first and last name; each employee's social security number; and, each employee's date of birth, date of hire, and as applicable the date of separation from employment ("Census Information"). For the purpose of this paragraph, "employee" shall include all employees and/or prior employees with plan assets with a prior recordkeeper, custodian, or annuity provider. In addition, the Plan Administrator is to provide PSI Census Information regarding all new enrollees in the Plan as soon as possible.

- (d) The Plan Administrator is responsible for ensuring that funds are actually contributed to the Plan's trust when required for tax deductibility, to satisfy the minimum funding standards for pension plans, and with respect to the timeliness of employee deferrals and loans deposited to the Plan required by the Department of Labor ("DOL"), if applicable. PSI has no obligation to monitor Plan contributions or to ensure that such contributions or loan payments are timely contributed to the Plan's trust.
- (e) PSI will prepare the applicable government reports pursuant to this Agreement, and the Plan Administrator will be responsible for the timely filing of reports with the appropriate government agency. The Plan Administrator acknowledges that failure to timely file any required government reports may result in penalties, which are the sole responsibility of the Plan Administrator.
- (f) Fees, costs, charges, additional contributions, refunds of employee deferrals, or any other penalties imposed by the Internal Revenue Service ("IRS"), DOL or other governing entity are the sole responsibility of the Plan Sponsor. In accordance with the fees and costs referenced on Appendix A, PSI may be engaged to represent the Plan during an examination conducted by applicable governing authorities or elective audits conducted by private auditing entities.
- (g) The Plan Administrator will be responsible for providing the notices and information required by law to Plan Participants, including, without limitation, notices and distribution forms, as well as obtaining applicable signatures on distribution forms.
- (h) The Plan Administrator shall prepare or cause to be prepared the end-of-year tax forms required by law for reporting distributions and tax withholding, unless PSI is engaged in writing for an additional fee and receives written confirmation that a participant has received a distribution from the Plan.
- (i) The Plan's operation and tax qualification is affected by other plans sponsored by the Plan Administrator and/or Plan Sponsor. The Plan Administrator is responsible for informing PSI of other potentially related plans or entities (including controlled groups and affiliated service groups), and any change in such information.

## **7. Administrative Services**

The following sets forth the Services to be performed by PSI under the terms and conditions of this Agreement:

- (a) Takeover/Installation services for transition to PSI, including review of plan provisions, compliance review with the Plan's recordkeeper ("Recordkeeper"), and completion of installation forms and documents.
- (b) Assistance with conversion of plan assets from another service provider (if applicable).
- (c) Data request and analysis of census data from Recordkeeper and Plan Administrator.
- (d) Reconcile trust asset information received from Recordkeeper, Custodian, Investment Advisor, and any other Related Retirement Service Provider and Plan Administrator on an annual basis.

- (e) Gather and download reports and materials related to preparation of required government filings, forms, and accountant's audit (if applicable).
- (f) Preparation of government forms, filings, and required schedules.
- (g) Routine required Plan compliance testing as applicable.
- (h) Assistance in the Plan Administrator's determination of participant eligibility, vesting and eligibility to receive employer contributions.
- (i) Interface with Recordkeeper's website to facilitate administration and benefit payments.
- (j) Interface with Plan Administrator to file required government reporting forms electronically.
- (k) Routine calls and inquiries relating to the Services.
- (l) Assisting with Plan Participant communication materials.
- (m) Assistance in processing benefit payments.
- (n) Preparation of plan design studies at request of Plan Sponsor or Plan Administrator.
- (o) Meetings with Plan Administrator (as reasonably necessary in connection with the Services).
- (p) Attendance at investment committee meetings (if necessary in connection with the Services).

#### **8. Limitation on Liability and Indemnity Provisions**

- (a) General. Plan Administrator agrees that the only responsibilities of PSI hereunder are to render the Services provided in this Agreement. In no event shall PSI be responsible for delays or failures in the performance of its duties that are caused by or result from acts of God, epidemic, war, acts of terrorism, computer viruses, governmental interference, fire or other casualty, software or hardware malfunction, communication line failure, power failure, acts or omission by the Plan Administrator or any other circumstances beyond the control of PSI. The District and Plan Administrator agree to ensure the performance of the Plan Administrator's obligations, responsibilities and duties contained in this Agreement, including the payment of fees and costs, and, to hold PSI harmless for any failure of the Plan Administrator to perform its duties and responsibilities in accordance with this Agreement as amended from time to time.
- (b) Payment for Response to Subpoenas and Document Production Requests. In the event that PSI and/or any of its employees, officers, directors or agents receive a subpoena to provide testimony, or to produce documents, in connection with any judicial or quasi-judicial proceeding, relative to services provided by PSI pursuant to this Agreement, the Plan Administrator agrees to pay PSI an amount equal to the actual out of pocket expenses associated with producing said documents and/or appearing at said proceeding, and to pay to PSI an hourly fee for all time incurred by PSI personnel or its agents in preparing for and appearing at said proceeding, and for preparing documents to be produced, pursuant to Appendix A, "Extraordinary Services."

- (c) Non-representation. PSI is not a tax advisor; nor, the Plan Administrator as defined in ERISA. PSI will make recommendations to the Plan Administrator and District; however, in no way should such recommendations be relied upon in lieu of advice and counsel from the Plan's certified public accountant and/or licensed attorney.

## 9. General Provisions

- (a) Amendment. The Plan Administrator may not amend or modify this Agreement except in writing signed by both parties. PSI may amend and modify this Agreement from time to time by providing not less than sixty (60) days advance written notice to the Plan Administrator; provided, however, that if the Plan Administrator objects to any such amendment or modification, it may exercise its termination rights under this Agreement.
- (b) Notice. Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, or (iii) sent via a nationally recognized overnight courier service to the addresses set forth under the signatures of the parties or to such other address as either party may designate by notice in writing to the other.
- (c) Interpretation. This Agreement is not assignable by either party hereto without the prior written consent of the other party. Section and other headings are for reference only and shall not affect the meaning or interpretation of this Agreement. This Agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, successors, survivors, administrators and assigns. This Agreement constitutes and contains the entire understanding between the parties and supersedes all prior oral or written statements dealing with the subject matter herein.
- (d) Severability. If any one or more of the provisions of this Agreement shall, for any reason, be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be enforced as if such illegal or invalid provision had not been contained herein. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same Agreement.
- (e) Arbitration. If this Agreement is breached or a party fails to perform its responsibilities, duties, and obligations contained herein and such breach or default is not cured and the injured party is not made whole within sixty (60) days upon delivery of written notice as provided herein, then such injured party may seek a settlement and remedies for damages by initiating a proceeding to arbitrate the matter pursuant to the rules and standards of the American Arbitration Association with such proceeding occurring in Oklahoma City, Oklahoma County, Oklahoma. The parties to this Agreement mutually agree as follows regarding the settlement of any dispute or damages through arbitration:
  - i. The injured party must have provided the opposing party written notice of the claimed default, damages, and the requested remedy within no less than sixty (60) days from the delivery of such written notice for the opposing party to cure such default and make acceptable restitution.
  - ii. Each party shall pay for its own costs and expenses incurred to arbitrate any dispute among the parties.

- iii. The arbitration shall be final and binding on all parties.
  - iv. Judgment of an arbitrator's award may only be entered in a court having jurisdiction pursuant to this Agreement.
  - v. The parties waive their right to a jury trial.
  - vi. The arbitrator's award is not required to include factual findings or legal reasoning.
  - vii. Any party's right to appeal or seek modification of an arbitrator's award is strictly limited.
  - viii. The panel of arbitrators selected to arbitrate a settlement will typically include a minority of arbitrators who are familiar or affiliated with ERISA and/or the third-party retirement plan administration industry.
  - ix. By law, an arbitration agreement does not preclude a party from seeking settlement of a dispute and/or remedies for damages in small claims court.
- (f) Governing Law and Forum Selection. Except for the application of Section 9(e) above, this Agreement shall be governed by and construed according to the laws of the State of Oklahoma, without reference to conflict of law principles, except to the extent ERISA or another federal law preempts state law. The exclusive forum for any dispute between PSI, the District, the Plan Sponsor, the Plan Administrator, and/or the Plan that arises out of or relates to this Agreement shall be a court of competent jurisdiction in Oklahoma County, Oklahoma.
- (g) Disclosures Required by DOL Reg. 2550.408b-2(c). The disclosures set forth in this Agreement constitute all of the disclosures required to be made by PSI pursuant to the provisions of 29 C.F.R. §2550.408b-2(c), regardless of whether this document is signed on behalf of the Client.

**IN WITNESS WHEREOF**, the parties hereto, by their duly authorized representatives, have caused this Agreement to be executed and effective as of the date first written above.

[SIGNATURE PAGE FOLLOWS]

PSI:

Pension Solutions, Inc.  
9116 North Kelley Avenue  
Oklahoma City, OK 73131

By: \_\_\_\_\_  
Geoffrey O. Stallings, President

District:

Independent School District No. 30 of Washington  
County, Oklahoma (aka Bartlesville Public Schools)  
1100 SW Jennings Ave  
Bartlesville, OK 74003

By: \_\_\_\_\_  
Dr. Stephanie Curtis, Executive Director of  
Personnel and School Support

Plan Sponsor:

By: \_\_\_\_\_  
Dr. Stephanie Curtis, Executive Director of  
Personnel and School Support

Plan Administrator:

By: \_\_\_\_\_  
Dr. Stephanie Curtis, Executive Director of  
Personnel and School Support

Trustee:

By: \_\_\_\_\_  
Preston Birk, Chief Financial Officer

## APPENDIX A

### Bartlesville Public Schools 457(b) Plan

#### ADMINISTRATION FEES AND FEES DISCLOSURE

##### I. EMPLOYER/SPONSOR PAID FEES

- **Installation/Conversion Services Fee - \$900 (Reduced to \$300 if census is provided electronically).** The Installation/Conversion Services Fee is a *one-time* fee that includes initial enrollment materials and preparation of the Plan document and Summary Plan Description. The Installation Service Fee also covers the data setup/transfer procedure.
- **Extraordinary Services - \$85-\$250 per hour for services rendered based on level of expertise.** No fees for Extraordinary Services are invoiced for work performed without authorization of the Employer/Sponsor or the Plan’s designated Plan Administrator except for the following:
  - Extraordinary Service Fees will apply for the preparation of the necessary and appropriate extensions regarding all filing with the Department of Labor (“DOL”) or the Internal Revenue Service (“IRS”) including, but not limited to the calculation of penalties for late remittance of deferrals and associated excise tax return, if any. The minimum fee charged for such Extraordinary Services is \$150 for the first hour worked. Services rendered outside the initial first hour will be invoiced at the hourly rates associated with the level of expertise required.
  - Manual manipulation of census information submitted to Pension Solutions that is not contained in a Microsoft Excel spreadsheet or other electronic format compatible with Microsoft Excel. An hourly rate of \$85.00 to manually enter census data, perform extensive modifications to submitted materials, or convert data into a format compatible with Microsoft Excel will be assessed and invoiced.
  - As may be applicable to the Plan, Extraordinary Service Fees will apply for assisting independent third-parties conducting an audit of the Plan. The minimum fee charged for such Extraordinary Services is \$250 for the first one and one-half hours worked. Services rendered outside the initial first one and one-half hours will be invoiced at the hourly rates associated with the level of expertise required.
  - Transfer of the Plan to a funding successor or termination of the Plan will incur a Deconversion Fee of \$200. This fee covers the cost of providing Plan records and acting as a liaison between the Plan Sponsor and the new funding provider.
  - Actual fees and costs of attorneys, certified public accountants, and other professionals engaged to assist and/or represent PSI in the preparation or appearance of any proceeding, including, but not limited to, an administrative hearing, a federal or state court proceeding, or a proceeding before any government body or self-regulating body with jurisdiction to hear the subject matter as related to services provided by PSI pursuant to the Agreement for Administrative Services and this Appendix A.

## APPENDIX A

Extraordinary Services for which authorization will be necessary include, but are not limited to: discretionary plan amendments, redetermination and preparation of annual employer report or participant statements due to client's error, unusual travel, overnight mailing or delivery service, termination fees other than Deconversion fees, and depositions. Plan documents must be restated from time to time and we will seek the employer's approval and disclose the fee prior to completing any restatement.

### II. EMPLOYEE/PARTICIPANT PAID FEES

- **Plan Administration Fees - \$2.85 per month for each Plan Participant, and an annual fee of 0.05% of the Plan Assets.** Plan Administration Fees cover a portion of the costs associated with recordkeeping, communications, plan testing, applicable compliance testing, and participant statements. Plan Administration Fees are billed quarterly with the exception of an annual fee equal to 0.05% of the Plan assets, which amount (.0020833% of Plan assets) is deducted on a quarterly basis from participants' Plan assets (see Section III for additional details).
- **Transaction Based Fees.** Employee/Participant transaction-based fees include the following:
  - Distribution Fee – \$75 will be deducted from the participant's account to process a distribution.
  - Loan Fee - \$125 will be deducted from the participant's account to process a loan.
- **Extraordinary Services - \$105 per hour for services rendered.**
  - Review of Qualified Domestic Relations Order (QDRO) and related services are billed to the participant and/or deducted from participant's Account.

### III. OTHER FEES AND INDIRECT FEES

- **Asset Management Fees.** Payments are received from Voya Retirement Insurance and Annuity Company ("VRIAC") for various administrative functions which may include but are not necessarily limited to: preparing proposals, assisting in the enrollment process, processing transactions, training financial advisors, and communicating with Sponsors and/or Participants. This payment is paid from the Asset Management Charge or Asset Fee/Standard Asset Fee, as applicable to your Plan.

These payments help cover administrative overhead costs. Without them the administrative costs of the Plan would be much higher. The payments are disclosed in the contract paperwork previously provided by VRIAC. The payments are typically stated as a percentage of assets.

## APPENDIX A

- **Incentive Payments.** Payments may be received from VRIAC based on agreed goals such as production, assets, and retention. This payment is indirect and is not deducted from Plan Participant assets. Payments are calculated monthly and paid quarterly by VRIAC out of VRIAC's general assets. The contract fees that a particular Plan pays to VRIAC are not adjusted based on whether the Plan's Third-Party Administrator ("TPA") participates in VRIAC's Partnership Program. If applicable, the amount of Partnership Program payments received by a TPA and attributable to a plan will be disclosed on a schedule to Form 5500 for such Plan's plan year.
- **Reproduction of Documents Fee – \$0.25 per page:**
  - Hardcopies of Plan records provided upon request of Employer/Sponsor or Plan Administrator.
  - Hardcopies of Plan records requested or required during the performance of any Extraordinary Service.

Notes: Any changes to the fees disclosed herein will be communicated to the Plan Administrator and/or Plan Sponsor no later than sixty (60) days after the change becomes effective.

Pension Solutions, Inc. is not a tax advisor, or a Plan Administrator as defined in Employee Retirement Income Security Act of 1974, nor is Pension Solutions, Inc. acting in a fiduciary capacity or as a fiduciary to the Plan, Plan Participants, Plan Administrator(s), Plan Trustee(s), or Plan Sponsor(s). In no way should the recommendations of Pension Solutions, Inc. be relied upon in lieu of the advice and counsel of the Plan's certified public accountant or attorney. Pension Solutions, Inc. does not provide legal advice, including advice with regard to Internal Revenue Code and related regulations (United State Federal Tax Law).

This document is intended to assist Plan Sponsors in complying with the regulations promulgated under Internal Revenue Code Section 408(b)(2).

Pension Solutions, Inc. is independent with respect to VRIAC, and its affiliates.

Any Employer paid fees may be deducted from the Plan's forfeiture and/or retainer accounts (to the extent available) or Participant accounts if invoices are not paid pursuant to Pension Solutions, Inc.'s *Overdue Invoice Policy*.

Read and accepted on behalf of the Employer, Bartlesville Public Schools, Independent School District No. 30 of Washington County, Oklahoma, in its capacity as both Plan Sponsor and Plan Administrator by Employer's Chief Financial Officer:

\_\_\_\_\_  
Preston Birk, Chief Financial Officer

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

## APPENDIX A

### INDEPENDENT SCHOOL DISTRICT NUMBER 30 OF WASHINGTON, OKLAHOMA

### BARTLESVILLE PUBLIC SCHOOLS 403(B) PLAN

#### ADMINISTRATION FEES AND FEES DISCLOSURE

#### I. EMPLOYER/SPONSOR PAID FEES

- **Installation/Conversion Services Fee - \$900 (Not Applicable).** The Installation/Conversion Services Fee is a *one-time* fee that includes initial enrollment materials and preparation of the Plan document and Summary Plan Description. The Installation Service Fee also covers the data setup/transfer procedure.
- **Extraordinary Services - \$85-\$250 per hour for services rendered based on level of expertise.** No fees for Extraordinary Services are invoiced for work performed without authorization of the Employer/Sponsor or the Plan's designated Plan Administrator except for the following:
  - Extraordinary Service Fees will apply for the preparation of the necessary and appropriate extensions regarding all filing with the Department of Labor ("DOL") or the Internal Revenue Service ("IRS") including, but not limited to the calculation of penalties for late remittance of deferrals and associated excise tax return, if any. The minimum fee charged for such Extraordinary Services is \$150 for the first hour worked. Services rendered outside the initial first hour will be invoiced at the hourly rates associated with the level of expertise required.
  - Manual manipulation of census information submitted to Pension Solutions that is not contained in a Microsoft Excel spreadsheet or other electronic format compatible with Microsoft Excel. An hourly rate of \$85.00 to manually enter census data, perform extensive modifications to submitted materials, or convert data into a format compatible with Microsoft Excel will be assessed and invoiced.
  - As may be applicable to the Plan, Extraordinary Service Fees will apply for assisting independent third-parties conducting an audit of the Plan. The minimum fee charged for such Extraordinary Services is \$250 for the first one and one-half hours worked. Services rendered outside the initial first one and one-half hours will be invoiced at the hourly rates associated with the level of expertise required.
  - Transfer of the Plan to a funding successor or termination of the Plan will incur a Deconversion Fee of \$200. This fee covers the cost of providing Plan records and acting as a liaison between the Plan Sponsor and the new funding provider.
  - Actual fees and costs of attorneys, certified public accountants, and other professionals engaged to assist and/or represent PSI in the preparation or appearance of any proceeding, including, but not limited to, an administrative hearing, a federal or state court proceeding, or a proceeding before any government body or self-regulating body

## APPENDIX A

with jurisdiction to hear the subject matter as related to services provided by PSI pursuant to the Agreement for Administrative Services and this Appendix A.

Extraordinary Services for which authorization will be necessary include, but are not limited to: discretionary plan amendments, redetermination and preparation of annual employer report or participant statements due to client's error, unusual travel, overnight mailing or delivery service, termination fees other than Deconversion fees, and depositions. Plan documents must be restated from time to time and we will seek the employer's approval and disclose the fee prior to completing any restatement.

### II. EMPLOYEE/PARTICIPANT PAID FEES

- **Plan Administration Fees - \$2.85 per month for each Plan Participant, and an annual fee of 0.05% of the Plan Assets.** Plan Administration Fees cover a portion of the costs associated with recordkeeping, communications, plan testing, applicable compliance testing, and participant statements. Plan Administration Fees are billed quarterly with the exception of an annual fee equal to 0.05% of the Plan assets, which amount (.0020833% of Plan assets) is deducted on a semi-monthly basis from participants' Plan assets (see Section III for additional details).
- **Transaction Based Fees.** Employee/Participant transaction based fees include the following:
  - Distribution Fee – \$75 will be deducted from the participant's account to process a distribution.
  - Loan Fee - \$125 will be deducted from the participant's account to process a loan.
- **Extraordinary Services - \$105 per hour for services rendered.**
  - Review of Qualified Domestic Relations Order (QDRO) and related services are billed to the participant and/or deducted from participant's Account.

### III. OTHER FEES AND INDIRECT FEES

- **Asset Management Fees.** Payments are received from Nationwide for various administrative functions which may include but are not necessarily limited to: preparing proposals, assisting in the enrollment process, processing transactions, training financial advisors, and communicating with Sponsors and/or Participants. This payment is paid from the Asset Management Charge or Asset Fee/Standard Asset Fee, as applicable to your Plan.

These payments help cover administrative overhead costs. Without them the administrative costs of the Plan would be much higher. The payments are disclosed in the *Disclosure Statement* previously provided by Nationwide. Pension Solutions, Inc. is the Designee/Authorized Representative. The payments are typically stated as a percentage of assets.

## APPENDIX A

These payments are also disclosed on Nationwide's website:

- Log in to the Internet Service Center at [www.nationwide.com/planlogin](http://www.nationwide.com/planlogin)
- Manage Account
- View Plan-Fee Disclosure
- Select Third Party Compensation
- Download PDF if Desired or Export to Excel
- **Incentive Payments.** Payments may be received from Nationwide based on agreed goals such as production, assets, and retention. This payment is indirect and is not deducted from Plan Participant assets.
- **Reproduction of Documents Fee – \$0.25 per page:**
  - Hardcopies of Plan records provided upon request of Employer/Sponsor or Plan Administrator.
  - Hardcopies of Plan records requested or required during the performance of any Extraordinary Service.

Notes: Any changes to the fees disclosed herein will be communicated to the Plan Administrator and/or Plan Sponsor no later than sixty (60) days after the change becomes effective.

Pension Solutions, Inc. is not a tax advisor or a Plan Administrator as defined in Employee Retirement Income Security Act of 1974, nor is Pension Solutions, Inc. acting in a fiduciary capacity or as a fiduciary to the Plan, Plan Participants, Plan Administrator(s), Plan Trustee(s), or Plan Sponsor(s). In no way should the recommendations of Pension Solutions, Inc. be relied upon in lieu of the advice and counsel of the Plan's certified public accountant or attorney. Pension Solutions, Inc. does not provide legal advice, including advice with regard to Internal Revenue Code and related regulations (United State Federal Tax Law).

This document is intended to assist Plan Sponsors in complying with the regulations promulgated under Internal Revenue Code Section 408(b)(2).

Pension Solutions, Inc. is independent with respect to Nationwide Life Insurance Co., and its affiliates.

Any Employer paid fees may be deducted from the Plan's forfeiture and/or retainer accounts (to the extent available) or Participant accounts if invoices are not paid pursuant to Pension Solutions, Inc.'s *Overdue Invoice Policy*. This authority is derived from the Nationwide Program Agreement in the *Administrative Fees* section of the *Executive Summary*. This authority may also be found in Nationwide's *Appointment of Plan Sponsor's Authorized Representative* form.

Read and accepted on behalf of the Employer, Independent School District Number 30 of Washington, Oklahoma, in its capacity as both Plan Sponsor and Plan Administrator by Employer's Chief Financial Officer:

\_\_\_\_\_  
Preston Birk, Chief Financial Officer

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

**APPLICATION FOR TEMPORARY APPROPRIATIONS**

WHEREAS: The needs of the Board of Education of Bartlesville Public Schools, No. I-030 of Washington County, require the immediate approval of temporary appropriations for the fiscal year 2024-25:

NOW, THEREFORE, BE IT RESOLVED, that the County Excise Board of Washington County be requested to approve temporary appropriations to the extent of and not to exceed one hundred percent (100%) of the total estimated funds available to said Board as follows:

REQUESTED APPROPRIATIONS

General Fund	
Current Expense	<u>\$ 53,245,458.00</u>
Building Fund	
Current Expense	<u>\$ 3,448,478.00</u>
Child Nutrition Fund	
Current Expense	<u>\$ 3,572,074.00</u>

APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

THE BOARD OF EDUCATION  
Bartlesville Public Schools I-030  
(Name of School District) (District No.)

ATTEST: WASHINGTON COUNTY, OKLAHOMA

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
President

APPROVED by the Washington County Excise Board this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

THE COUNTY EXCISE BOARD  
WASHINGTON COUNTY, OKLAHOMA

ATTEST:

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

## ESS South Central, LLC

### SUBSTITUTE STAFF PLACEMENT AGREEMENT

This is an Agreement, entered into as of April 16, 2024, by and between **ESS South Central, LLC** (the “Company”) located at 1 Centre 1 N #200, Paragould, AR 72450 and the **Bartlesville Public Schools** located at 1100 SW Jennings Avenue Bartlesville, OK 74005 (hereinafter referred to as “LEA” for Local Education Agency).

#### Background

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

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

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

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

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

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

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

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

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

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

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

### **3. The Company’s Obligations**

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

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

3.3 The Company seeks to provide Substitute Staff that are trained for the requested

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

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

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

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

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

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

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

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

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

4.7 If Substitute Staff is assigned duties in connection with the LEA's computer

systems, maintain appropriate password security and backup copies of all data;

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

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

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

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

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

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

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

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

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

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

4.18 LEA shall cooperate and coordinate with Company with respect to Company's development and installation of Company's information technology (IT) systems for the LEA. The LEA understands that failure to cooperate in this regard may lead to a delay in services.

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

## **5. Indemnification and Limitations of Liability.**

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

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

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

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

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

## **6. Fees and Payment.**

**6.1 The Company's Pricing Plan,** attached hereto as Exhibit A and made a part of this Agreement, is accepted by the LEA. The Company shall submit to the LEA a standard weekly invoice showing in reasonable detail the services provided. For hourly positions, LEA shall pay for all time actually worked by Substitute Staff, not scheduled time. Company will comply with any federal, state or local laws, if any, requiring paid leave. If federal, state or local laws require paid leave, LEA will reimburse Company for paid leave days taken by Company staff for a district assignment per the service rate set forth in the pricing exhibit.

**6.2 Advance Payment.** [Intentionally Omitted].

**6.3 Changes to Pricing Plan.** In the event that the LEA requests to increase the

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

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

**6.4 Use or Employment of Substitute Staff by the LEA Directly.** Company maintains the right to manage the schedule of its employees. Accordingly, if the LEA engages the services of any Substitute Staff other than through the Company on a per-diem, hourly or other basis, whether for services covered in this Agreement or otherwise, the LEA shall promptly notify the Company in writing and provide all information as the Company may reasonably request. Furthermore, if LEA hires Substitute Staff for services which are provided by Company in accordance with this Agreement, for the lesser of the period for which such Company employee is engaged or the term of this Agreement, the LEA shall calculate and pay to the Company any amounts due by using the daily or hourly markup used on Exhibit A. Failure of the LEA to promptly notify the Company that it has employed Substitute Staff may result in the Company continuing to pay wages to the Substitute Staff for assignments which are not worked. In such event, the LEA shall be liable to Company for all costs, including wages paid to the Substitute Staff, lost markup, and reasonable collection costs.

If LEA hires Substitute Staff as a full-time employee of the LEA during the term of this Agreement, LEA shall pay to Company the sum of \$1,500.00. This payment is to reimburse Company for recruitment expenses and lost revenue. This fee shall not be due if the Substitute Staff was a “district original”, i.e. previously working for the LEA at the start of this Agreement, or if the Substitute Staff has worked thirty (30) or more days of assignments as Substitute Staff for the LEA.

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

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

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

**7. Term.** The term of this Agreement shall begin on July 1, 2024 and shall remain in effect through June 30, 2025. Thereafter, the Agreement shall automatically renew on a yearly basis after the term unless either party provides written notice of termination at least ninety (90) days prior to the end of the fiscal school year. Notwithstanding the preceding sentence, either party may terminate this Agreement if (i) the other party breaches a material provision of this Agreement and such breach is not cured within 30 days following written notice or (ii) in the case of a breach that by the terms of the breach cannot be cured within 30 days, the breaching party has not instituted measures to cure such breach within 10 days and fully cured such breach within 90 days. Further, the Company has the right to terminate this Agreement should any student or LEA employee physically or verbally assault or injure a Company's employee, and the LEA does not respond to the incident to the Company's satisfaction. In the event either party terminates this Agreement, the LEA shall pay all amounts due under the terms of this Agreement to the Company for services provided through the date of termination.

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

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

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

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

**9. Confidentiality & Non-Disparagement.** During the course of the business relationship, each party may be given access to proprietary or confidential information of the other, including, but not limited to, pricing policies, the identity and social security numbers of employees, and business policies and systems ("Confidential Information"). Each party shall hold Confidential Information of the other party in confidence, treating such Confidential Information with no less care than it treats its own, and shall not disclose such Confidential Information to any third party

or use such Confidential Information for any purpose other than as contemplated by this Agreement. Upon termination of this Agreement, or sooner if requested by either party, each party shall return all Confidential Information of the other party in its possession, without retaining copies of such Confidential Information. This section shall not apply to information (i) that is in the public domain, or (ii) required to be disclosed by law or legal process.

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

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

## **11. Miscellaneous**

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

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

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

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

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

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

**11.7 Signature in Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed to be a fully-executed original.

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

**11.9 Assignment.** No party to this Agreement shall assign its rights or duties hereunder, without the prior written consent of the other parties, except that the Company may assign its rights and duties in connection with a sale or other disposition of all or substantially all of its business. Company may also assign e-learning solutions for distance instruction to Proximity Learning, Inc., and special education related services to Academic Staffing, Inc., PSI Associates LLC and PSI Affiliates LLC, all ESS wholly owned companies.

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

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

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

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

**11.14 Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior discussions, agreements, understandings and negotiations. The LEA and Company agree that in the event that any provision

of this Agreement shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid any other provision of this Agreement.

**[INTENTIONALLY LEFT BLANK; SIGNATURES ON FOLLOWING PAGE]**

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

**ESS South Central, LLC**

By \_\_\_\_\_  
Steve Gritzuk, Chief Operating Officer

Date \_\_\_\_\_

**Bartlesville Public Schools**

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

Date \_\_\_\_\_

**EXHIBIT A**

**PRICING PAID BY THE LOCAL EDUCATION AGENCY TO COMPANY**

Position	Pay Rate	Company Bill Rate
Daily Substitute - Certified Sub working in a Certified Position - Full Day	\$ 100.00	\$ 135.50
Daily Substitute - Certified Sub working in a Certified Position - Half Day	\$ 50.00	\$ 67.75
Daily Substitute - Non-Certified Sub working in a Certified Position - Full Day	\$ 80.00	\$ 108.40
Daily Substitute - Non-Certified Sub working in a Certified Position - Half Day	\$ 40.00	\$ 54.20
Daily Substitute - Support Position – Step M - Hourly	\$ 12.15	\$ 16.46
Daily Substitute - Support Position – Step N - Hourly	\$ 12.45	\$ 16.87
Daily Substitute - Support Position – Step O - Hourly	\$ 12.77	\$ 17.30
Daily Substitute - Support Position – Step P - Hourly	\$ 13.10	\$ 17.75
Daily Substitute - Support Position – Step Q - Hourly	\$ 13.45	\$ 18.22
Daily Substitute - Support Position – Step R - Hourly	\$ 14.42	\$ 19.54
Daily Substitute - Support Position – Step S - Hourly	\$ 15.98	\$ 21.65
Daily Substitute - Support Position – Step T - Hourly	\$ 17.00	\$ 23.04
Daily Substitute - Support Position – Step U - Hourly	\$ 18.09	\$ 24.51
Daily Substitute - Support Position – Step V - Hourly	\$ 20.42	\$ 27.67
Long-Term Substitute* - Certified Sub in a Certified Position	\$ 237.57	\$ 321.91
Long-Term Substitute* - Non-Certified Sub in a Certified Position	\$ 150.00	\$ 203.25

\* Long Term is considered as 10 consecutive days or more in the same assignment. The Long-Term rate is retroactively paid back to Day #1 of the assignment.

\* Company may utilize LEA’s electronic absent management system to provide services at no cost to Company.

# RESOLUTION

Be it resolved that the governing board for Bartlesville School District

1. Authorizes the filing of FCC Form 471, Schools and Libraries Universal Service Program Services Ordered for the fiscal year 07/01/2024-06/30/2025.
  
2. Authorizes payment of the applicant's share subject to the following conditions:
  - (1) Approval of funding of the discounted portion by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) and
  - (2) Receipt of services during the fiscal year 07/01/2024-06/30/2025.

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_



# FRN Report

04/08/24

**Report Filters:**  
 Entity Number: 140038  
 Funding Year: 2024  
 Used Consultant? YES  
 Contact: 16024809

BEN	Applicant Name					Applicant City	ST	Sites	471 No.	Filing Date	SPIN	Service Provider		471 Nickname
Year	FRN	Status	Wave	Type	486 SSD	Cont. Date	Contract Number	Award Amt.	Disc%	Request	Commitment	Disbursed	Contract Exp	FRN Nickname
140038	Bartlesville School District					Bartlesville	OK	9	241013271	2024-03-08	143031484	BTC Broadband		BART 2024 C1
2024	2499015632	Pending	N/A	IA		12/04/2023		41,100.00	80%	32,880.00	0.00	0.00	2025-06-30	1- Internet Access 10 Gbps
140038	Bartlesville School District					Bartlesville	OK	9	241013271	2024-03-08	143029868	Unite Private Networks, LLC		BART 2024 C1
2024	2499015635	Pending	N/A	IA		03/21/2022	BART UPN #32622 WAN	68,905.20	80%	55,124.16	0.00	0.00	2027-06-30	2 - Wan 10 Gbps
140038	Bartlesville School District					Bartlesville	OK	9	241020605	2024-03-08	143028698	Chickasaw Telecom, Inc.		BART 2024 C2
2024	2499026802	Pending	N/A	IC		03/06/2024	BART Chickasaw C2 24	79,781.73	80%	63,825.38	0.00	0.00	2025-09-30	1. Wireless
140038	Bartlesville School District					Bartlesville	OK	9	241024575	2024-03-15	143029868	Unite Private Networks, LLC		BART 2024-C1 B
2024	2499033272	Pending	N/A	IA		03/13/2024		24,396.00	80%	19,516.80	0.00	0.00	2025-06-30	1 - Wan 10 Gbps Move
<b>Grand Total</b>								<b>214,182.93</b>		<b>171,346.34</b>	<b>0.00</b>	<b>0.00</b>		

**Record of Bids**

**Independent School District No. 30, Bartlesville Board of Education**

**\$10,140,000**

**Combined Purpose General Obligation Bonds, Series 2024A**

**Dated:** May 1, 2024

**First Coupon:** May 1, 2025

**Sale Date:** April 15, 2024; 11:00 A.M.

**Rating:** Standard & Poor's A+

**BQ:** No

**LO:** The Public Finance Law Group, PLLC

**PA:** BOKF, National Association, Oklahoma City, Oklahoma

		<b>BIDDER</b>				
<b>Maturity May 1</b>	<b>Principal</b>	<b>JP Morgan Securities LLC</b>	<b>Robert W. Baird &amp; Co, Inc.</b>	<b>KeyBanc Capital Markets</b>	<b>BOK Financial Securities, Inc.</b>	<b>Fidelity Capital Markets</b>
2026	5,070,000	4.000%	4.000%	4.000%	4.000%	5.000%
2027	5,070,000	4.000%	4.000%	4.000%	4.000%	4.000%
<b>Total</b>	<b>10,140,000</b>					
Gross Interest Cost		1,014,000.00	1,014,000.00	1,014,000.00	1,014,000.00	1,115,400.00
Less Premium, if any		(139,323.60)	(112,452.60)	(60,282.30)	(17,745.00)	(71,486.70)
Net Interest Cost		874,676.40	901,547.40	953,717.70	996,255.00	1,043,913.30
<b>True Interest Cost (TIC)</b>		<b>3.407178%</b>	<b>3.517603%</b>	<b>3.733043%</b>	<b>3.909737%</b>	<b>4.085899%</b>

**Independent School District No. 30, Bartlesville Board of Education**  
**\$10,140,000 Combined Purpose General Obligation Bonds, Series 2024A**  
**Bid TIC Verification**

**Non-BQ**  
**Ratings:**  
 Standard & Poor's A+

**Dated:** 5/1/2024

<b>JP Morgan Securities LLC</b>					
<b>Payment Date</b>	<b>Principal Payment</b>	<b>Interest Rate</b>	<b>Interest Payment</b>	<b>Total Payment</b>	<b>TIC Target (PV) Calculation</b>
05/01/2025			405,600.00	405,600.00	392,125.77
11/01/2025			202,800.00	202,800.00	192,778.73
05/01/2026	5,070,000.00	4.000%	202,800.00	5,272,800.00	4,928,289.15
11/01/2026			101,400.00	101,400.00	93,187.26
05/01/2027	5,070,000.00	4.000%	101,400.00	5,171,400.00	4,672,942.68
<b>Total Par</b>	10,140,000.00		1,014,000.00	11,154,000.00	10,279,323.60
<b>Less Premium</b>	139,323.60				
<b>Total Net Int Cost</b>			874,676.40		
<b>TIC Target</b>			10,279,323.60		
<b>TIC (True Interest Cost)</b>			3.407178%		
<b>NIC (Net Interest Cost)</b>			3.450400%		

**Independent School District No. 30, Bartlesville Board of Education**  
**\$10,140,000 Combined Purpose General Obligation Bonds, Series 2024A**  
**Bid TIC Verification**

**Non-BQ**  
**Ratings:**  
 Standard & Poor's A+

**Dated:** 5/1/2024

<b>Robert W. Baird &amp; Co, Inc.</b>					
<b>Payment Date</b>	<b>Principal Payment</b>	<b>Interest Rate</b>	<b>Interest Payment</b>	<b>Total Payment</b>	<b>TIC Target (PV) Calculation</b>
05/01/2025			405,600.00	405,600.00	391,700.37
11/01/2025			202,800.00	202,800.00	192,465.10
05/01/2026	5,070,000.00	4.000%	202,800.00	5,272,800.00	4,917,601.84
11/01/2026			101,400.00	101,400.00	92,934.73
05/01/2027	5,070,000.00	4.000%	101,400.00	5,171,400.00	4,657,750.56
<b>Total Par</b>	10,140,000.00		1,014,000.00	11,154,000.00	10,252,452.60
<b>Less Premium</b>	112,452.60				
<b>Total Net Int Cost</b>			901,547.40		
<b>TIC Target</b>			10,252,452.60		
<b>TIC (True Interest Cost)</b>			3.517603%		
<b>NIC (Net Interest Cost)</b>			3.556400%		

**Independent School District No. 30, Bartlesville Board of Education**  
**\$10,140,000 Combined Purpose General Obligation Bonds, Series 2024A**  
**Bid TIC Verification**

**Non-BQ**  
**Ratings:**  
 Standard & Poor's A+

**Dated:** 5/1/2024

Payment Date	Principal Payment	Interest Rate	KeyBanc Capital Markets		TIC Target (PV) Calculation
			Interest Payment	Total Payment	
05/01/2025			405,600.00	405,600.00	390,872.39
11/01/2025			202,800.00	202,800.00	191,855.18
05/01/2026	5,070,000.00	4.000%	202,800.00	5,272,800.00	4,896,834.11
11/01/2026			101,400.00	101,400.00	92,444.39
05/01/2027	5,070,000.00	4.000%	101,400.00	5,171,400.00	4,628,276.23
<b>Total Par</b>	10,140,000.00		1,014,000.00	11,154,000.00	10,200,282.30
<b>Less Premium</b>	60,282.30				
<b>Total Net Int Cost</b>			953,717.70		
<b>TIC Target</b>			10,200,282.30		
<b>TIC (True Interest Cost)</b>			3.733043%		
<b>NIC (Net Interest Cost)</b>			3.762200%		

**Independent School District No. 30, Bartlesville Board of Education**  
**\$10,140,000 Combined Purpose General Obligation Bonds, Series 2024A**  
**Bid TIC Verification**

**Non-BQ**  
**Ratings:**  
 Standard & Poor's A+

**Dated:** 5/1/2024

<b>BOK Financial Securities, Inc.</b>					
<b>Payment Date</b>	<b>Principal Payment</b>	<b>Interest Rate</b>	<b>Interest Payment</b>	<b>Total Payment</b>	<b>TIC Target (PV) Calculation</b>
05/01/2025			405,600.00	405,600.00	390,195.28
11/01/2025			202,800.00	202,800.00	191,356.86
05/01/2026	5,070,000.00	4.000%	202,800.00	5,272,800.00	4,879,883.19
11/01/2026			101,400.00	101,400.00	92,044.56
05/01/2027	5,070,000.00	4.000%	101,400.00	5,171,400.00	4,604,265.11
<b>Total Par</b>	10,140,000.00		1,014,000.00	11,154,000.00	10,157,745.00
<b>Less Premium</b>	17,745.00				
<b>Total Net Int Cost</b>			996,255.00		
<b>TIC Target</b>			10,157,745.00		
<b>TIC (True Interest Cost)</b>			3.909737%		
<b>NIC (Net Interest Cost)</b>			3.930000%		

**Independent School District No. 30, Bartlesville Board of Education**  
**\$10,140,000 Combined Purpose General Obligation Bonds, Series 2024A**  
**Bid TIC Verification**

**Non-BQ**  
**Ratings:**  
 Standard & Poor's A+

**Dated:** 5/1/2024

Payment Date	Principal Payment	Fidelity Capital Markets			TIC Target (PV) Calculation
		Interest Rate	Interest Payment	Total Payment	
05/01/2025			456,300.00	456,300.00	438,212.20
11/01/2025			228,150.00	228,150.00	214,719.49
05/01/2026	5,070,000.00	5.000%	228,150.00	5,298,150.00	4,886,436.27
11/01/2026			101,400.00	101,400.00	91,647.99
05/01/2027	5,070,000.00	4.000%	101,400.00	5,171,400.00	4,580,470.76
<b>Total Par</b>	10,140,000.00		1,115,400.00	11,255,400.00	10,211,486.70
<b>Less Premium</b>	71,486.70				
<b>Total Net Int Cost</b>			1,043,913.30		
<b>TIC Target</b>			10,211,486.70		
<b>TIC (True Interest Cost)</b>			4.085899%		
<b>NIC (Net Interest Cost)</b>			4.118001%		

## MINUTES AND RESOLUTION AUTHORIZING ISSUANCE OF 2024A BONDS

PURSUANT TO NOTICE GIVEN UNDER THE OPEN MEETING ACT, THE BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NUMBER 30 OF WASHINGTON COUNTY, STATE OF OKLAHOMA (THE "SCHOOL DISTRICT"), MET IN REGULAR SESSION IN THE BOARD ROOM OF THE EDUCATION SERVICE CENTER, 1100 SW JENNINGS AVENUE, BARTLESVILLE, OKLAHOMA, 74003, IN SAID SCHOOL DISTRICT ON THE 15<sup>TH</sup> DAY OF APRIL, 2024, AT 5:30 O'CLOCK P.M.

PRESENT:

ABSENT:

Notice of the schedule of regular meetings of the School District for the calendar year 2024 was given in writing to the County Clerk of Washington County, Oklahoma, at 9:11 o'clock a.m. on the 12<sup>th</sup> day of December, 2023, and public notice of this meeting, setting forth the date, time, place and agenda was posted at \_\_\_ o'clock \_\_.m. on the \_\_\_ day of April, 2024, by posting on the School District's Internet website ([www.bps-ok.org](http://www.bps-ok.org)) the date, time, place and agenda for the meeting in accordance with [Section 3106.2 of Title 74](#) of the Oklahoma Statutes, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto). Further, as required by Title 25 Oklahoma Statutes § 311A(9)(b), the School District made the notice of a public meeting available to the public in the principal office of the public body (1100 SW Jennings Ave., Bartlesville, Oklahoma, 74003) during normal business hours at least twenty-four (24) hours prior to the meeting.

### (OTHER PROCEEDINGS)

The President introduced a Resolution by reading the Title and upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, was adopted by the following vote:

AYE:

NAY:

Said Resolution was thereupon signed by the President or Vice President, attested by the Clerk or Deputy Clerk, sealed with the seal of said School District and is as follows:

[Resolution Begins on Next Page]

## RESOLUTION

A RESOLUTION PROVIDING FOR THE ISSUANCE OF COMBINED PURPOSE GENERAL OBLIGATION BONDS, SERIES 2024A IN THE SUM OF \$10,140,000 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.

WHEREAS, on the 13<sup>th</sup> day of August, 2019, pursuant to notice duly given, an election was held in Independent School District Number 30 of Washington County, Oklahoma, for the purpose of submitting to the registered qualified electors of such School District as Proposition No. 1, the question of the issuance of the general obligation bonds of said School District, in the sum of \$16,065,000 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 (the “Building and Equipment Bonds”); and

WHEREAS, as shown by the canvass of the returns by the County Election Board of Washington County, Oklahoma, at said election there were cast on Proposition No. 1 by the registered qualified electors of said School District 3,212 votes, of which 2,597 were in favor of and 615 were against the issuance of said Building and Equipment Bonds; and

WHEREAS, a lawful majority of the registered qualified electors voting on said Proposition No. 1 cast their ballots in favor of the issuance of said Building and Equipment Bonds and the issuance thereof has been duly authorized; and

WHEREAS, on the 13<sup>th</sup> day of August, 2019, pursuant to notice duly given, an election was held in Independent School District Number 30 of Washington County, Oklahoma, for the purpose of submitting to the registered qualified electors of such School District as Proposition No. 2, the question of the issuance of the general obligation bonds of said School District, in the sum of \$1,850,000 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 (the “Transportation Equipment Bonds”); and

WHEREAS, as shown by the canvass of the returns by the County Election Board of Washington County, Oklahoma, at said election there were cast on Proposition No. 2 by the registered qualified electors of said School District 3,213 votes, of which 2,652 were in favor of and 561 were against the issuance of said Transportation Equipment Bonds; and

WHEREAS, a lawful majority of the registered qualified electors voting on said Proposition No. 2 cast their ballots in favor of the issuance of said Transportation Equipment Bonds and the issuance thereof has been duly authorized; and

WHEREAS, the Board of Education of the School District previously issued \$1,100,000 of Building and Equipment Bonds as part of its \$1,100,000 General Obligation Building Bonds, Series 2021B dated June 1, 2021; and

WHEREAS, the Board of Education of the School District previously issued \$6,470,000 of Building and Equipment Bonds as part of its \$6,470,000 General Obligation Building Bonds, Series 2022A dated June 1, 2022; and

WHEREAS, the Board of Education of the School District previously issued \$205,000 of Building and Equipment Bonds as part of its \$205,000 General Obligation Building Bonds, Taxable Series 2022B dated June 1, 2022; and

WHEREAS, there is currently authorized, yet unissued, \$8,290,000 of Building and Equipment Bonds (Proposition No. 1); and

WHEREAS, there is currently authorized, yet unissued, \$1,850,000 of Transportation Equipment Bonds (Proposition No. 2); and

WHEREAS, it is deemed advisable by the Board of Education of said School District at this time to issue an aggregate principal amount of \$8,290,000 of Building and Equipment Bonds (Proposition No. 1) to finance a portion of the Building and Equipment Bond projects; and

WHEREAS, it is deemed advisable by the Board of Education of said School District at this time to issue an aggregate principal amount of \$1,850,000 of Transportation Equipment Bonds (Proposition No. 1) to finance a portion of the Transportation Equipment Bond projects; and

WHEREAS, it is deemed advisable by the Board of Education of said School District to issue all of said bonds as a combined issue of bonds as authorized by Title 62, Oklahoma Statutes 2021, Sections 353 and 354, as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NUMBER 30 OF WASHINGTON COUNTY, OKLAHOMA:

SECTION 1. That pursuant to Title 62, Oklahoma Statutes 2021, Sections 353 and 354, as amended, the \$8,290,000 Building and Equipment Bonds and \$1,850,000 of Transportation Equipment Bonds, as referenced above, are hereby combined for purposes of sale and ordered and directed to be issued in accordance with the form as hereinafter set out, in the aggregate amount of Ten Million One Hundred Forty Thousand Dollars (\$10,140,000) which said Bonds shall be designated “Combined Purpose General Obligation Bonds, Series 2024A”, shall be dated May 1, 2024, and shall become due and payable and bear interest from their date until paid as follows:

\$5,070,000 maturing on May 1, 2026 at \_\_\_% percent  
\$5,070,000 maturing on May 1, 2027 at \_\_\_% percent

Such interest payable semi-annually on the 1<sup>st</sup> day of May and November of each year, commencing on the 1<sup>st</sup> day of May, 2025. The Bonds are issuable as registered Bonds in denominations of \$1,000.00 or integral multiples thereof, provided when a book entry system is utilized, the Bonds may be represented by one Bond for each maturity of Bonds.

SECTION 2. That each of said Bonds and the endorsements and certificates thereon shall be in substantially the following form:

UNITED STATES OF AMERICA  
STATE OF OKLAHOMA

INDEPENDENT SCHOOL DISTRICT NO. 30  
OF WASHINGTON COUNTY, OKLAHOMA

COMBINED PURPOSE GENERAL OBLIGATION BOND, SERIES 2024A

NO. \_\_\_\_\_ \$ \_\_\_\_\_

INTEREST RATE: \_\_\_\_\_%      MATURITY DATE: May 1, 20\_\_      DATED DATE: May 1, 2024      CUSIP: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS: That Independent School District Number 30 of Washington County, Oklahoma, a body corporate, hereby acknowledges itself indebted to and for value received, promises to pay the principal amount set forth above to the person named below:

\_\_\_\_\_ or registered assigns (hereinafter called the “Registered Holder”), for the bond number set forth above, together with interest thereon at the rate specified hereon, from the date hereof until paid, payable semi-annually on the first day of May and the first day of November, respectively, in each year, beginning May 1, 2025.

The principal of and interest on this Bond are payable in lawful money of the United States of America which, at the time of payment, shall be legal tender for the payment of public and private debts. Payments of interest hereon shall be paid by check of BOKF, NA, Oklahoma City, Oklahoma, as Paying Agent/Registrar (herein called the “Bank”) payable to the order of the Registered Holder and mailed to the address shown in the Registration Record on or before the date on which each such payment is due. Payment of principal of this Bond shall be payable only upon surrender of this Bond to the Bank.

THE FULL FAITH, CREDIT, AND RESOURCES of said District are hereby irrevocably pledged to the payment of this Bond.

THIS BOND is one of an issue of like date and tenor, except as to date of maturity, rate of interest and denomination, totaling the principal sum of Ten Million One Hundred Forty Thousand Dollars (\$10,140,000) and is issued for the purpose of (i) constructing, equipping, repairing and remodeling school buildings, acquiring school furniture, fixtures and equipment and acquiring and improving school sites (\$8,290,000), as described in a Resolution calling the election held on August 13, 2019, approved by the Board of Education of the District on May 20, 2019, and (ii) acquiring transportation equipment (\$1,850,000), as described in a Resolution calling the election held on August 13, 2019, approved by the Board of Education of the District on May 20, 2019, all within and for the benefit of the School District under Section 26, Article 10, of the Oklahoma Constitution, and Title 70, Article XV, Oklahoma Statutes 2021, and other statutes of the State supplementary and amendatory thereto.

The Bonds are not subject to optional redemption prior to maturity.

No person shall be entitled to any right or benefit provided in this Bond unless the name of such person is registered by the Bank as the Registrar of the School District on the Registration Record. This Bond shall be transferable only upon delivery of this Bond to the Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Bank, duly executed by the Registered Holder hereof or his/her attorney duly authorized in writing, and such transfer is registered on the Registration Record. The Registrar shall not be required to make such transfer after the fifteenth (15<sup>th</sup>) day of the month preceding any interest payment date until after said latter date. The name of the Registered Holder endorsed hereon shall be deemed the correct name of the owner of this Bond for all purposes whatsoever. The Registrar will keep the Registration Record open for registration of ownership of registered Bonds during its business hours. In the event of a change of Registrar for any reason, notice thereof shall be mailed, by registered or certified United States Mail, postage prepaid, to the Registered Holder at the address shown in the Registration Record, and such notice shall be effective on the date of mailing and sufficient as to all persons.

The Registered Holder of this Bond, upon request in writing pursuant to the book-entry-only system or if no longer in effect by surrender of this Bond to the Registrar prior to payment of the entire amount of principal hereof, shall be entitled to be issued, in exchange for this Bond, Bonds in aggregate principal amount equal to the unpaid principal of this Bond in registered Bonds identical herewith except as to respective denominations, in denominations of \$1,000.00 or integral multiples thereof except one denomination may be in such amount as needed to complete the issue.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required to be done, precedent to and in the issuance of this Bond have been properly done, happened and been performed in regular and due form and time as required by law, and that the total indebtedness of said School District, including this Bond, and the series of which it forms a part, does not exceed any constitutional or statutory limitation; and that due provision has been made for the collection of an annual tax sufficient to pay the interest on this Bond as it falls due and also to constitute a sinking fund for the payment of the principal hereof at maturity.

IN WITNESS WHEREOF, said School District has caused this Bond to be signed by the manual or facsimile signature of the President of the Board of Education, attested by the manual or facsimile signature of the Clerk and sealed with a manual or facsimile seal of the School District this 1<sup>st</sup> day of May, 2024.

(SEAL)

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

ATTEST:

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

AUTHENTICATION CERTIFICATE

This Bond is one of the Bonds of the issue described in the Transcript of Proceedings prepared for this Bond issue, and is one of the Combined Purpose General Obligation Bonds, Series 2024A of Independent School District Number 30 of Washington County, Oklahoma.

Date of Registration  
and Authentication

BOKF, NA

\_\_\_\_\_

\_\_\_\_\_

STATE OF OKLAHOMA            )  
  )SS  
COUNTIES OF WASHINGTON    )  
  OSAGE                            )

Authorized Officer

We, the undersigned, District Attorneys and County Clerks, respectively, of said Counties, in said State, in which the within named District is situated, hereby certify that the within Bond is one of a series of Bonds issued by the within named District pursuant to law, and that the entire issue of said Bonds is within the debt limit imposed upon said District by the Constitution and laws of the State of Oklahoma.

WITNESS our respective official hands and the seal of said Counties this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
County Clerk, Washington County

\_\_\_\_\_  
District Attorney, District Number 11

\_\_\_\_\_  
County Clerk, Osage County

\_\_\_\_\_  
District Attorney, District Number 10

FORM OF ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer such Bond on the books kept for registration and transfer of the within Bond, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature guaranteed by:

In the presence of:  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_



SECTION 3. That each of said Bonds shall be signed by the manual or facsimile signature of the President of the Board of Education, have the corporate seal of said School District affixed thereto in manual or facsimile form, and be attested by the manual or facsimile signature of the Clerk of the Board of Education; that said officers are hereby authorized and directed to cause said Bonds to be prepared and to execute the same for and on behalf of said Board; have the same registered by the Treasurer of said School District, endorsed by the District Attorney(s) and County Clerk(s) and presented to the Attorney General, *Ex Officio* Bond Commissioner, together with a certified transcript of all proceedings had in connection with their issuance, for his/her approval and endorsement; that thereafter said Bonds shall be delivered to the purchasers, upon payment of the purchase price thereof, which shall not be less than par and accrued interest. The proceeds derived from the sale of said Bonds shall be placed in a special fund designated Building and Equipment Project Account and Transportation Equipment Project Account (or names of similar import), with respective deposits to the Accounts for such purposes in the amounts of \$8,290,000 and \$1,850,000, less pro rata portions of the costs of issuance, and with said proceeds to be used solely for the purpose of providing funds for the purposes set out in the Bond in Section 2 hereof. The School District certifies and covenants that the proceeds of the Bonds will be used to acquire tangible property under Article 10, Section 26 of the Oklahoma Constitution, and that none of the proceeds of the Bonds described herein will be used to pay interest on any lease, lease-purchase contract, lease purchase installments or other obligations, nor will Bond proceeds be used in violation of applicable provisions of the Oklahoma Constitution and laws. The contracts attached hereto between the School District and the Financial Advisor, Bond Counsel, Disclosure Counsel and Paying Agent Bank, respectively, are hereby ratified and confirmed for fiscal year 2023/2024.

SECTION 4. Whenever any registered Bond or Bonds shall be exchanged for another registered Bond or Bonds of different denomination, the Paying Agent/Registrar shall cancel the Bond or Bonds surrendered in such exchange on the face thereof and on the Registration Record. If the supply of registered Bonds for making exchanges shall have been exhausted, the Paying Agent/Registrar shall cause additional registered Bonds to be prepared, at the expense of the School District. The School District covenants that upon request of the Paying Agent/Registrar, its appropriate officers promptly will execute such additional registered Bonds on behalf of the School District.

SECTION 5. The Paying Agent/Registrar for all registered Bonds issued pursuant to this Resolution shall maintain a Registration Record for the purpose of registering the name and address of the Registered Holder of each registered Bond. The Paying Agent/Registrar will keep the Registration Record open for registrations during its business hours. In the event of a change of Paying Agent/Registrar, notice thereof shall be mailed, registered or certified United States Mail, postage prepaid, to the Registered Holder of each registered Bond. The name and address of the Registered Holder as the same appears on the Registration Record shall be conclusive evidence to all persons and for all purposes whatsoever and no person other than the Registered Holder shown on the Registration Record shall be entitled to any right or benefit in relation to the Bond so registered; provided, that the foregoing shall not apply to any successor by operation of law of such Registered Holder. Registered Bonds shall be transferrable only upon delivery of such Bonds to the Paying Agent/Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar, executed by the Registered Holder thereof or his/her attorney duly authorized in writing, and such transfer registered on the Registration Record. If the Form of Assignment of such Bonds is exhausted such Registered Bonds delivered to the

Paying Agent/Registrar for registration of transfer shall be canceled by the Paying Agent/Registrar on the face thereof and the Paying Agent/Registrar shall authenticate and deliver to the transferee Bonds in aggregate principal amount equal to the unpaid principal of the surrendered Bonds in new registered Bonds, in denominations of \$1,000.00 or integral multiples thereof except one Bond may be in an amount so as to complete the issue. The Paying Agent/Registrar shall not be obligated to make such transfer after the fifteenth (15th) day of the month preceding any interest payment date until after said latter date. The Record Date for the Bonds shall be the 15th day, whether or not such is a business day, of the calendar month preceding each interest payment date on the Bonds.

SECTION 6. There is hereby created and established a system of registration for uncertificated registered public obligations with respect to the Bonds as provided in the Registered Public Obligations Act of Oklahoma, Title 62 Oklahoma Statutes, Section 582(13)(b), whereby books shall be maintained on behalf of the School District by the Depository Trust Company, New York, New York, for the purpose of registration of transfer of the uncertificated registered public obligations with respect to the Bonds, which specify the persons entitled to the Bonds and the rights evidenced thereby shall be registered upon such books, and the President and Clerk (or in their absence or incapacity, the Vice-President and Deputy Clerk, respectively) are hereby authorized and directed to execute such documents and instruments as may be required to implement the foregoing system of registration.

SECTION 7. That beginning in the year 2024, a continuing annual tax sufficient to pay the interest on said Bonds when due and for the purpose of providing a sinking fund with which to pay the principal of said Bonds when due shall be and is hereby ordered levied upon all taxable property of said School District in addition to all other taxes, said sinking fund to be designated “Combined Purpose General Obligation Bonds, Series 2024A Sinking Fund.” Said tax shall be and is hereby ordered certified, levied and extended upon the tax rolls and collected by the same officers in the same manner and at the same time as the taxes for general purposes in each of said years are certified, levied, extended and collected; that all funds derived from said tax shall be placed in said sinking fund, which, together with all interest collected on same shall be irrevocably pledged to the payment of the interest on and principal of said Bonds when and as the same fall due.

SECTION 8. The Continuing Disclosure Agreement and Official Statement, forms of which are provided herewith and incorporated herein by reference, are hereby approved and the President and Clerk (or in their absence or incapacity, the Vice President and Deputy Clerk, respectively) are authorized to execute the Continuing Disclosure Agreement and the President or Vice President is authorized to sign the Official Statement for and on behalf of the School District.

A Continuing Disclosure Agreement, as a material inducement to the Purchaser(s) of the Bonds, in substantially the form of the draft thereof presented at the meeting at which this Resolution is adopted and to be dated the date of initial delivery of the Bonds, is hereby authorized to be executed and delivered by the President and Clerk (or in their absence or incapacity, the Vice President and Deputy Clerk, respectively). The School District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Resolution, failure of the School District to comply with the Continuing Disclosure Agreement shall not be considered an event of default on the

Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the School District to comply with its obligations under this Section. “Continuing Disclosure Agreement” shall mean that certain Continuing Disclosure Agreement executed by the School District and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

The School District hereby covenants and agrees for the benefit of the Bondholders to provide annual financial information on the School District in accordance with the Continuing Disclosure Agreement and to provide, in a timely manner, notice of events specified in paragraph (b)(5)(i)(C) of Rule 15c2-12 promulgated by the Securities and Exchange Commission. The annual financial information and any notices of material events will be provided by the School District to the Municipal Securities Rulemaking Board via the Electronic Municipal Market Access System (“EMMA”) @ [www.emma.msrb.org](http://www.emma.msrb.org).

The School District authorizes the use of the Official Statement in connection with the sale of the Bonds by the purchasers thereof.

SECTION 9. The President, Vice President, Superintendent, Treasurer, Chief Financial Officer, Board Clerk or Deputy Clerk are hereby authorized and directed to execute, separately or jointly, and deliver such documents and take such other action as may be necessary or appropriate in order to effectuate the issuance, execution and delivery of the Bonds, including specifically, but not limited to, the Bond forms, tax or tax compliance documents, closing certificates, continuing disclosure or other security or securities-related documents, disbursement orders, or any other letter, representation or certification otherwise necessary and attendant to the issuance and delivery of the Bonds.

[Remainder of Page Left Blank Intentionally]

ADOPTED AND APPROVED THIS 15<sup>TH</sup> DAY OF APRIL, 2024.

(SEAL)

---

President, Board of Education

ATTEST:

---

Clerk, Board of Education

STATE OF OKLAHOMA            )  
  )  
COUNTY OF WASHINGTON        )

I, the undersigned, the duly qualified and acting Clerk of the Board of Education of Independent School District Number 30 of Washington County, Oklahoma, hereby certify that the foregoing is a true and complete copy of a Resolution authorizing the issuance of Bonds for the purpose therein set out, adopted by said Board and transcript of proceedings of said Board at a regular meeting thereof held on the date therein set out, insofar as the same relates to the sale of Bonds therein described as the same appears of record in my office.

I further certify that attached hereto is a true and complete copy of the Notice of the schedule of regular meetings of the governing body of Independent School District Number 30 of Washington County, Oklahoma for the calendar year 2024 having been given in writing to the County Clerk of Washington County, Oklahoma, at 9:11 o'clock a.m. on the 12<sup>th</sup> day of December, 2023, and public notice of this meeting, setting forth the date, time, place and agenda was posted on the School District's website (<http://www.bps-ok.org/>) at \_\_\_ o'clock \_\_.m. on the \_\_\_ day of April, 2024, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto). Further, as required by Title 25 Oklahoma Statutes § 311A(9)(b), the School District made the notice of a public meeting available to the public in the principal office of the public body (1100 SW Jennings Ave., Bartlesville, Oklahoma, 74003) during normal business hours at least twenty-four (24) hours prior to the meeting.

WITNESS my hand and seal this 15<sup>th</sup> day of April, 2024.

(SEAL)

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

**MINUTES OF SALE OF 2024A BONDS**

PURSUANT TO NOTICE GIVEN UNDER THE OPEN MEETING ACT, THE BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NUMBER 30 OF WASHINGTON COUNTY, STATE OF OKLAHOMA (THE “SCHOOL DISTRICT”), MET IN REGULAR SESSION IN THE BOARD ROOM OF THE EDUCATION SERVICE CENTER, 1100 SW JENNINGS AVENUE, BARTLESVILLE, OKLAHOMA, 74003, IN SAID SCHOOL DISTRICT ON THE 15<sup>TH</sup> DAY OF APRIL, 2024, AT 5:30 O’CLOCK P.M.

PRESENT:

ABSENT:

Notice of the schedule of regular meetings of the School District for the calendar year 2024 was given in writing to the County Clerk of Washington County, Oklahoma, at 9:11 o’clock a.m. on the 12<sup>th</sup> day of December, 2023, and public notice of this meeting, setting forth the date, time, place and agenda was posted at \_\_\_ o’clock \_\_.m. on the \_\_\_ day of April, 2024, by posting on the School District’s Internet website ([www.bps-ok.org](http://www.bps-ok.org)) the date, time, place and agenda for the meeting in accordance with [Section 3106.2 of Title 74](#) of the Oklahoma Statutes, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto). Further, as required by Title 25 Oklahoma Statutes § 311A(9)(b), the School District made the notice of a public meeting available to the public in the principal office of the public body (1100 SW Jennings Ave., Bartlesville, Oklahoma, 74003) during normal business hours at least twenty-four (24) hours prior to the meeting.

(OTHER PROCEEDINGS)

It appearing that due and legal notice had been given that said School District would offer for sale on this date and at this hour and at this place its \$10,140,000 of Combined Purpose General Obligation Bonds, Series 2024A dated May 1, 2024 (the “2024A Bonds”), maturing \$5,070,000 on May 1, 2026, and \$5,070,000 on May 1, 2027. The Board of Education proceeded to consider the bids received for the purchase of said Bonds. The following bids were received and considered by the Board of Education:

Bidders	True Interest Cost	Net Interest Cost	Premium
	__%	\$__	\$__
	__%	\$__	\$__
	__%	\$__	\$__

The Board required each bidder to submit with his/her bid a sum in cash or its equivalent, equal to two (2%) percent of the 2024A Bonds, and after due consideration of all bids received by the Board, a motion was made by \_\_\_\_\_ that the 2024A Bonds be awarded, sold and delivered to \_\_\_\_\_, upon fulfillment of the terms as set out in said contract and bid for the purchase of said 2024A Bonds. Said motion was seconded by \_\_\_\_\_ and was adopted by the following vote:

AYE:

NAY:

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

ATTEST:

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

(SEAL)

STATE OF OKLAHOMA            )  
  )  
COUNTY OF WASHINGTON        )

I, the undersigned, the duly qualified and acting Clerk of the Board of Education of Independent School District Number 30 of Washington County, Oklahoma, hereby certify that the foregoing is a true and complete copy of the transcript of proceedings of said Board at a regular meeting thereof duly held on the date therein set out, insofar as the same relates to the sale of Bonds therein described as the same appears of record in my office.

I further certify that attached hereto is a true and complete copy of the Notice of the schedule of regular meetings of the governing body of Independent School District Number 30 of Washington County, Oklahoma for the calendar year 2024 having been given in writing to the County Clerk of Washington County, Oklahoma, at 9:11 o'clock a.m. on the 12<sup>th</sup> day of December, 2023, and public notice of this meeting, setting forth the date, time, place and agenda was posted on the School District's website (<http://www.bps-ok.org/>) at \_\_\_ o'clock \_\_.m. on the \_\_\_ day of April, 2024, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto). Further, as required by Title 25 Oklahoma Statutes § 311A(9)(b), the School District made the notice of a public meeting available to the public in the principal office of the public body (1100 SW Jennings Ave., Bartlesville, Oklahoma, 74003) during normal business hours at least twenty-four (24) hours prior to the meeting.

WITNESS my hand and seal this 15<sup>th</sup> day of April, 2024.

(SEAL)

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

**Record of Bids**

**Independent School District No. 30, Bartlesville Board of Education**

**\$4,700,000**

**General Obligation Building Bonds, Series 2024B**

**Dated:** May 1, 2024

**First Coupon:** May 1, 2025

**Sale Date:** April 15, 2024; 11:00 A.M.

**Rating:** Standard & Poor's A+

**BQ:** No

**LO:** The Public Finance Law Group, PLLC

**PA:** BOKF, National Association, Oklahoma City, Oklahoma

		<b>BIDDER</b>				
<b>Maturity May 1</b>	<b>Principal</b>	<b>Robert W. Baird &amp; Co., Inc.</b>	<b>TD Securities</b>	<b>KeyBanc Capital Markets</b>	<b>BOK Financial Securities, Inc.</b>	<b>Fidelity Capital Markets</b>
2026	2,350,000	4.000%	4.000%	4.000%	4.000%	5.000%
2027	2,350,000	4.000%	4.000%	4.000%	4.000%	4.000%
<b>Total</b>	<b>4,700,000</b>					
Gross Interest Cost		470,000.00	470,000.00	470,000.00	470,000.00	517,000.00
Less Premium, if any		(49,773.00)	(49,749.50)	(27,941.50)	(7,050.00)	(32,430.56)
Net Interest Cost		420,227.00	420,250.50	442,058.50	462,950.00	484,569.44
<b>True Interest Cost (TIC)</b>		<b>3.538479%</b>	<b>3.538688%</b>	<b>3.733043%</b>	<b>3.920296%</b>	<b>4.092227%</b>

**Independent School District No. 30, Bartlesville Board of Education**  
**\$4,700,000 General Obligation Building Bonds, Series 2024B**  
**Bid TIC Verification**

**Non-BQ**  
**Ratings:**  
 Standard & Poor's A+

**Dated:** 5/1/2024

<b>Robert W. Baird &amp; Co., Inc.</b>					
<b>Payment Date</b>	<b>Principal Payment</b>	<b>Interest Rate</b>	<b>Interest Payment</b>	<b>Total Payment</b>	<b>TIC Target (PV) Calculation</b>
05/01/2025			188,000.00	188,000.00	181,520.13
11/01/2025			94,000.00	94,000.00	89,182.22
05/01/2026	2,350,000.00	4.000%	94,000.00	2,444,000.00	2,278,426.81
11/01/2026			47,000.00	47,000.00	43,054.17
05/01/2027	2,350,000.00	4.000%	47,000.00	2,397,000.00	2,157,589.68
<b>Total Par</b>	4,700,000.00		470,000.00	5,170,000.00	4,749,773.00
<b>Less Premium</b>	49,773.00				
<b>Total Net Int Cost</b>			420,227.00		
<b>TIC Target</b>			4,749,773.00		
<b>TIC (True Interest Cost)</b>			3.538479%		
<b>NIC (Net Interest Cost)</b>			3.576400%		

**Independent School District No. 30, Bartlesville Board of Education**  
**\$4,700,000 General Obligation Building Bonds, Series 2024B**  
**Bid TIC Verification**

**Non-BQ**  
**Ratings:**  
 Standard & Poor's A+

**Dated:** 5/1/2024

Payment Date	Principal Payment	TD Securities			TIC Target (PV) Calculation
		Interest Rate	Interest Payment	Total Payment	
05/01/2025			188,000.00	188,000.00	181,519.76
11/01/2025			94,000.00	94,000.00	89,181.94
05/01/2026	2,350,000.00	4.000%	94,000.00	2,444,000.00	2,278,417.46
11/01/2026			47,000.00	47,000.00	43,053.95
05/01/2027	2,350,000.00	4.000%	47,000.00	2,397,000.00	2,157,576.39
<b>Total Par</b>	4,700,000.00		470,000.00	5,170,000.00	4,749,749.50
<b>Less Premium</b>	49,749.50				
<b>Total Net Int Cost</b>			420,250.50		
<b>TIC Target</b>			4,749,749.50		
<b>TIC (True Interest Cost)</b>			3.538688%		
<b>NIC (Net Interest Cost)</b>			3.576600%		

**Independent School District No. 30, Bartlesville Board of Education**  
**\$4,700,000 General Obligation Building Bonds, Series 2024B**  
**Bid TIC Verification**

**Non-BQ**  
**Ratings:**  
 Standard & Poor's A+

**Dated:** 5/1/2024

Payment Date	Principal Payment	KeyBanc Capital Markets			TIC Target (PV) Calculation
		Interest Rate	Interest Payment	Total Payment	
05/01/2025			188,000.00	188,000.00	181,173.59
11/01/2025			94,000.00	94,000.00	88,926.96
05/01/2026	2,350,000.00	4.000%	94,000.00	2,444,000.00	2,269,735.73
11/01/2026			47,000.00	47,000.00	42,848.98
05/01/2027	2,350,000.00	4.000%	47,000.00	2,397,000.00	2,145,256.24
<b>Total Par</b>	4,700,000.00		470,000.00	5,170,000.00	4,727,941.50
<b>Less Premium</b>	27,941.50				
<b>Total Net Int Cost</b>			442,058.50		
<b>TIC Target</b>			4,727,941.50		
<b>TIC (True Interest Cost)</b>			3.733043%		
<b>NIC (Net Interest Cost)</b>			3.762200%		

**Independent School District No. 30, Bartlesville Board of Education**  
**\$4,700,000 General Obligation Building Bonds, Series 2024B**  
**Bid TIC Verification**

**Non-BQ**  
**Ratings:**  
 Standard & Poor's A+

**Dated:** 5/1/2024

<b>BOK Financial Securities, Inc.</b>					
<b>Payment Date</b>	<b>Principal Payment</b>	<b>Interest Rate</b>	<b>Interest Payment</b>	<b>Total Payment</b>	<b>TIC Target (PV) Calculation</b>
05/01/2025			188,000.00	188,000.00	180,841.01
11/01/2025			94,000.00	94,000.00	88,682.20
05/01/2026	2,350,000.00	4.000%	94,000.00	2,444,000.00	2,261,410.33
11/01/2026			47,000.00	47,000.00	42,652.61
05/01/2027	2,350,000.00	4.000%	47,000.00	2,397,000.00	2,133,463.85
<b>Total Par</b>	4,700,000.00		470,000.00	5,170,000.00	4,707,050.00
<b>Less Premium</b>	7,050.00				
<b>Total Net Int Cost</b>			462,950.00		
<b>TIC Target</b>			4,707,050.00		
<b>TIC (True Interest Cost)</b>			3.920296%		
<b>NIC (Net Interest Cost)</b>			3.940000%		

**Independent School District No. 30, Bartlesville Board of Education**  
**\$4,700,000 General Obligation Building Bonds, Series 2024B**  
**Bid TIC Verification**

**Non-BQ**  
**Ratings:**  
 Standard & Poor's A+

**Dated:** 5/1/2024

Payment Date	Principal Payment	Interest Rate	Fidelity Capital Markets		TIC Target (PV) Calculation
			Interest Payment	Total Payment	
05/01/2025			211,500.00	211,500.00	203,103.51
11/01/2025			105,750.00	105,750.00	99,515.55
05/01/2026	2,350,000.00	5.000%	105,750.00	2,455,750.00	2,264,635.32
11/01/2026			47,000.00	47,000.00	42,473.25
05/01/2027	2,350,000.00	4.000%	47,000.00	2,397,000.00	2,122,702.93
<b>Total Par</b>	4,700,000.00		517,000.00	5,217,000.00	4,732,430.56
<b>Less Premium</b>	32,430.56				
<b>Total Net Int Cost</b>			484,569.44		
<b>TIC Target</b>			4,732,430.56		
<b>TIC (True Interest Cost)</b>			4.092227%		
<b>NIC (Net Interest Cost)</b>			4.123995%		

## MINUTES AND RESOLUTION AUTHORIZING ISSUANCE OF 2024B BONDS

PURSUANT TO NOTICE GIVEN UNDER THE OPEN MEETING ACT, THE BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NUMBER 30 OF WASHINGTON COUNTY, STATE OF OKLAHOMA (THE "SCHOOL DISTRICT"), MET IN REGULAR SESSION IN THE BOARD ROOM OF THE EDUCATION SERVICE CENTER, 1100 SW JENNINGS AVENUE, BARTLESVILLE, OKLAHOMA, 74003, IN SAID SCHOOL DISTRICT ON THE 15<sup>TH</sup> DAY OF APRIL, 2024, AT 5:30 O'CLOCK P.M.

PRESENT:

ABSENT:

Notice of the schedule of regular meetings of the School District for the calendar year 2024 was given in writing to the County Clerk of Washington County, Oklahoma, at 9:11 o'clock a.m. on the 12<sup>th</sup> day of December, 2023, and public notice of this meeting, setting forth the date, time, place and agenda was posted at \_\_\_ o'clock \_\_.m. on the \_\_\_ day of April, 2024, by posting on the School District's Internet website ([www.bps-ok.org](http://www.bps-ok.org)) the date, time, place and agenda for the meeting in accordance with [Section 3106.2 of Title 74](#) of the Oklahoma Statutes, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto). Further, as required by Title 25 Oklahoma Statutes § 311A(9)(b), the School District made the notice of a public meeting available to the public in the principal office of the public body (1100 SW Jennings Ave., Bartlesville, Oklahoma, 74003) during normal business hours at least twenty-four (24) hours prior to the meeting.

### (OTHER PROCEEDINGS)

The President introduced a Resolution by reading the Title and upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, was adopted by the following vote:

AYE:

NAY:

Said Resolution was thereupon signed by the President or Vice President, attested by the Clerk or Deputy Clerk, sealed with the seal of said School District and is as follows:

[Resolution Begins on Next Page]

## RESOLUTION

A RESOLUTION PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BUILDING BONDS, SERIES 2024B IN THE SUM OF \$4,700,000 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.

WHEREAS, on the 10<sup>th</sup> day of August, 2021, pursuant to notice duly given, an election was held in Independent School District Number 30 of Washington County, Oklahoma, for the purpose of submitting to the registered qualified electors of such School District as Proposition No. 1, the question of the issuance of the general obligation bonds of said School District, in the sum of \$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 (the “Building and Equipment Bonds”); and

WHEREAS, as shown by the canvass of the returns by the County Election Board of Washington County, Oklahoma, at said election there were cast on Proposition No. 1 by the registered qualified electors of said School District 2,271 votes, of which 1,729 were in favor of and 542 were against the issuance of said Building and Equipment Bonds; and

WHEREAS, a lawful majority of the registered qualified electors voting on said Proposition No. 1 cast their ballots in favor of the issuance of said Building and Equipment Bonds and the issuance thereof has been duly authorized; and

WHEREAS, on the 10<sup>th</sup> day of August, 2021, pursuant to notice duly given, an election was held in Independent School District Number 30 of Washington County, Oklahoma, for the purpose of submitting to the registered qualified electors of such School District as Proposition No. 2, the question of the issuance of the general obligation bonds of said School District, in the sum of \$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 (the “Transportation Equipment Bonds”); and

WHEREAS, as shown by the canvass of the returns by the County Election Board of Washington County, Oklahoma, at said election there were cast on Proposition No. 2 by the registered qualified electors of said School District 2,273 votes, of which 1,763 were in favor of and 510 were against the issuance of said Transportation Equipment Bonds; and

WHEREAS, a lawful majority of the registered qualified electors voting on said Proposition No. 2 cast their ballots in favor of the issuance of said Transportation Equipment Bonds and the issuance thereof has been duly authorized; and

WHEREAS, the Board of Education of the School District previously issued \$8,575,000 of Building and Equipment Bonds and \$125,000 of Transportation Equipment Bonds as part of its \$8,700,000 Combined Purpose General Obligation Bonds, Series 2023 dated June 1, 2023; and

WHEREAS, there is currently authorized, yet unissued, \$19,315,000 of Building and Equipment Bonds (Proposition No. 1); and

WHEREAS, there is currently authorized, yet unissued, \$525,000 of Transportation Equipment Bonds (Proposition No. 2); and

WHEREAS, it is deemed advisable by the Board of Education of said School District at this time to issue an aggregate principal amount of \$4,700,000 of Building and Equipment Bonds (Proposition No. 1) to finance a portion of the Building and Equipment Bond projects; and

WHEREAS, it is deemed advisable by the Board of Education of said School District to issue all of said bonds as a single issue of bonds as authorized by Title 62, Oklahoma Statutes 2021, Sections 353 and 354, as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NUMBER 30 OF WASHINGTON COUNTY, OKLAHOMA:

SECTION 1. That pursuant to Title 62, Oklahoma Statutes 2021, Sections 353 and 354, as amended, the \$4,700,000 Building and Equipment Bonds, as referenced above, are hereby ordered and directed to be issued in accordance with the form as hereinafter set out, in the aggregate amount of Four Million Seven Hundred Thousand Dollars (\$4,700,000) which said Bonds shall be designated “General Obligation Building Bonds, Series 2024B”, shall be dated May 1, 2024, and shall become due and payable and bear interest from their date until paid as follows:

\$2,350,000 maturing on May 1, 2026 at \_\_\_% percent  
\$2,350,000 maturing on May 1, 2027 at \_\_\_% percent

Such interest payable semi-annually on the 1<sup>st</sup> day of May and November of each year, commencing on the 1<sup>st</sup> day of May, 2025. The Bonds are issuable as registered Bonds in denominations of \$1,000.00 or integral multiples thereof, provided when a book entry system is utilized, the Bonds may be represented by one Bond for each maturity of Bonds.

SECTION 2. That each of said Bonds and the endorsements and certificates thereon shall be in substantially the following form:

UNITED STATES OF AMERICA  
STATE OF OKLAHOMA

INDEPENDENT SCHOOL DISTRICT NO. 30  
OF WASHINGTON COUNTY, OKLAHOMA

GENERAL OBLIGATION BUILDING BOND, SERIES 2024B

NO. \_\_\_\_\_ \$ \_\_\_\_\_

INTEREST RATE: \_\_\_\_\_%      MATURITY DATE: May 1, 20\_\_      DATED DATE: May 1, 2024      CUSIP: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS: That Independent School District Number 30 of Washington County, Oklahoma, a body corporate, hereby acknowledges itself indebted to and for value received, promises to pay the principal amount set forth above to the person named below:

\_\_\_\_\_ or registered assigns (hereinafter called the "Registered Holder"), for the bond number set forth above, together with interest thereon at the rate specified hereon, from the date hereof until paid, payable semi-annually on the first day of May and the first day of November, respectively, in each year, beginning May 1, 2025.

The principal of and interest on this Bond are payable in lawful money of the United States of America which, at the time of payment, shall be legal tender for the payment of public and private debts. Payments of interest hereon shall be paid by check of BOKF, NA, Oklahoma City, Oklahoma, as Paying Agent/Registrar (herein called the "Bank") payable to the order of the Registered Holder and mailed to the address shown in the Registration Record on or before the date on which each such payment is due. Payment of principal of this Bond shall be payable only upon surrender of this Bond to the Bank.

THE FULL FAITH, CREDIT, AND RESOURCES of said District are hereby irrevocably pledged to the payment of this Bond.

THIS BOND is one of an issue of like date and tenor, except as to date of maturity, rate of interest and denomination, totaling the principal sum of Four Million Seven Hundred Thousand Dollars (\$4,700,000) and is issued for the purpose of constructing, equipping, repairing and remodeling school buildings, acquiring school furniture, fixtures and equipment and acquiring and improving school sites (\$4,700,000), as described in a Resolution calling the election held on August 10, 2021, approved by the Board of Education of the District on May 17, 2021, all within and for the benefit of the School District under Section 26, Article 10, of the Oklahoma Constitution, and Title 70, Article XV, Oklahoma Statutes 2021, and other statutes of the State supplementary and amendatory thereto.

The Bonds are not subject to optional redemption prior to maturity.

No person shall be entitled to any right or benefit provided in this Bond unless the name of such person is registered by the Bank as the Registrar of the School District on the Registration Record.

This Bond shall be transferable only upon delivery of this Bond to the Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Bank, duly executed by the Registered Holder hereof or his/her attorney duly authorized in writing, and such transfer is registered on the Registration Record. The Registrar shall not be required to make such transfer after the fifteenth (15<sup>th</sup>) day of the month preceding any interest payment date until after said latter date. The name of the Registered Holder endorsed hereon shall be deemed the correct name of the owner of this Bond for all purposes whatsoever. The Registrar will keep the Registration Record open for registration of ownership of registered Bonds during its business hours. In the event of a change of Registrar for any reason, notice thereof shall be mailed, by registered or certified United States Mail, postage prepaid, to the Registered Holder at the address shown in the Registration Record, and such notice shall be effective on the date of mailing and sufficient as to all persons.

The Registered Holder of this Bond, upon request in writing pursuant to the book-entry-only system or if no longer in effect by surrender of this Bond to the Registrar prior to payment of the entire amount of principal hereof, shall be entitled to be issued, in exchange for this Bond, Bonds in aggregate principal amount equal to the unpaid principal of this Bond in registered Bonds identical herewith except as to respective denominations, in denominations of \$1,000.00 or integral multiples thereof except one denomination may be in such amount as needed to complete the issue.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required to be done, precedent to and in the issuance of this Bond have been properly done, happened and been performed in regular and due form and time as required by law, and that the total indebtedness of said School District, including this Bond, and the series of which it forms a part, does not exceed any constitutional or statutory limitation; and that due provision has been made for the collection of an annual tax sufficient to pay the interest on this Bond as it falls due and also to constitute a sinking fund for the payment of the principal hereof at maturity.

IN WITNESS WHEREOF, said School District has caused this Bond to be signed by the manual or facsimile signature of the President of the Board of Education, attested by the manual or facsimile signature of the Clerk and sealed with a manual or facsimile seal of the School District this 1<sup>st</sup> day of May, 2024.

(SEAL)

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

ATTEST:

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





SECTION 3. That each of said Bonds shall be signed by the manual or facsimile signature of the President of the Board of Education, have the corporate seal of said School District affixed thereto in manual or facsimile form, and be attested by the manual or facsimile signature of the Clerk of the Board of Education; that said officers are hereby authorized and directed to cause said Bonds to be prepared and to execute the same for and on behalf of said Board; have the same registered by the Treasurer of said School District, endorsed by the District Attorney(s) and County Clerk(s) and presented to the Attorney General, *Ex Officio* Bond Commissioner, together with a certified transcript of all proceedings had in connection with their issuance, for his/her approval and endorsement; that thereafter said Bonds shall be delivered to the purchasers, upon payment of the purchase price thereof, which shall not be less than par and accrued interest. The proceeds derived from the sale of said Bonds shall be placed in a special fund designated Building and Equipment Project Account (or name of similar import), with deposits to the Account for such purposes in the amount of \$4,700,000, less the costs of issuance, and with said proceeds to be used solely for the purpose of providing funds for the purposes set out in the Bond in Section 2 hereof. The School District certifies and covenants that the proceeds of the Bonds will be used to acquire tangible property under Article 10, Section 26 of the Oklahoma Constitution, and that none of the proceeds of the Bonds described herein will be used to pay interest on any lease, lease-purchase contract, lease purchase installments or other obligations, nor will Bond proceeds be used in violation of applicable provisions of the Oklahoma Constitution and laws. The contracts attached hereto between the School District and the Financial Advisor, Bond Counsel, Disclosure Counsel and Paying Agent Bank, respectively, are hereby ratified and confirmed for fiscal year 2023/2024.

SECTION 4. Whenever any registered Bond or Bonds shall be exchanged for another registered Bond or Bonds of different denomination, the Paying Agent/Registrar shall cancel the Bond or Bonds surrendered in such exchange on the face thereof and on the Registration Record. If the supply of registered Bonds for making exchanges shall have been exhausted, the Paying Agent/Registrar shall cause additional registered Bonds to be prepared, at the expense of the School District. The School District covenants that upon request of the Paying Agent/Registrar, its appropriate officers promptly will execute such additional registered Bonds on behalf of the School District.

SECTION 5. The Paying Agent/Registrar for all registered Bonds issued pursuant to this Resolution shall maintain a Registration Record for the purpose of registering the name and address of the Registered Holder of each registered Bond. The Paying Agent/Registrar will keep the Registration Record open for registrations during its business hours. In the event of a change of Paying Agent/Registrar, notice thereof shall be mailed, registered or certified United States Mail, postage prepaid, to the Registered Holder of each registered Bond. The name and address of the Registered Holder as the same appears on the Registration Record shall be conclusive evidence to all persons and for all purposes whatsoever and no person other than the Registered Holder shown on the Registration Record shall be entitled to any right or benefit in relation to the Bond so registered; provided, that the foregoing shall not apply to any successor by operation of law of such Registered Holder. Registered Bonds shall be transferrable only upon delivery of such Bonds to the Paying Agent/Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar, executed by the Registered Holder thereof or his/her attorney duly authorized in writing, and such transfer registered on the Registration Record. If the Form of Assignment of such Bonds is exhausted such Registered Bonds delivered to the Paying Agent/Registrar for registration of transfer shall be canceled by the Paying Agent/Registrar

on the face thereof and the Paying Agent/Registrar shall authenticate and deliver to the transferee Bonds in aggregate principal amount equal to the unpaid principal of the surrendered Bonds in new registered Bonds, in denominations of \$1,000.00 or integral multiples thereof except one Bond may be in an amount so as to complete the issue. The Paying Agent/Registrar shall not be obligated to make such transfer after the fifteenth (15th) day of the month preceding any interest payment date until after said latter date. The Record Date for the Bonds shall be the 15th day, whether or not such is a business day, of the calendar month preceding each interest payment date on the Bonds.

SECTION 6. There is hereby created and established a system of registration for uncertificated registered public obligations with respect to the Bonds as provided in the Registered Public Obligations Act of Oklahoma, Title 62 Oklahoma Statutes, Section 582(13)(b), whereby books shall be maintained on behalf of the School District by the Depository Trust Company, New York, New York, for the purpose of registration of transfer of the uncertificated registered public obligations with respect to the Bonds, which specify the persons entitled to the Bonds and the rights evidenced thereby shall be registered upon such books, and the President and Clerk (or in their absence or incapacity, the Vice-President and Deputy Clerk, respectively) are hereby authorized and directed to execute such documents and instruments as may be required to implement the foregoing system of registration.

SECTION 7. That beginning in the year 2024, a continuing annual tax sufficient to pay the interest on said Bonds when due and for the purpose of providing a sinking fund with which to pay the principal of said Bonds when due shall be and is hereby ordered levied upon all taxable property of said School District in addition to all other taxes, said sinking fund to be designated "General Obligation Building Bonds, Series 2024B Sinking Fund." Said tax shall be and is hereby ordered certified, levied and extended upon the tax rolls and collected by the same officers in the same manner and at the same time as the taxes for general purposes in each of said years are certified, levied, extended and collected; that all funds derived from said tax shall be placed in said sinking fund, which, together with all interest collected on same shall be irrevocably pledged to the payment of the interest on and principal of said Bonds when and as the same fall due.

SECTION 8. The Continuing Disclosure Agreement and Official Statement, forms of which are provided herewith and incorporated herein by reference, are hereby approved and the President and Clerk (or in their absence or incapacity, the Vice President and Deputy Clerk, respectively) are authorized to execute the Continuing Disclosure Agreement and the President or Vice President is authorized to sign the Official Statement for and on behalf of the School District.

A Continuing Disclosure Agreement, as a material inducement to the Purchaser(s) of the Bonds, in substantially the form of the draft thereof presented at the meeting at which this Resolution is adopted and to be dated the date of initial delivery of the Bonds, is hereby authorized to be executed and delivered by the President and Clerk (or in their absence or incapacity, the Vice President and Deputy Clerk, respectively). The School District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Resolution, failure of the School District to comply with the Continuing Disclosure Agreement shall not be considered an event of default on the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the School District to

comply with its obligations under this Section. “Continuing Disclosure Agreement” shall mean that certain Continuing Disclosure Agreement executed by the School District and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

The School District hereby covenants and agrees for the benefit of the Bondholders to provide annual financial information on the School District in accordance with the Continuing Disclosure Agreement and to provide, in a timely manner, notice of events specified in paragraph (b)(5)(i)(C) of Rule 15c2-12 promulgated by the Securities and Exchange Commission. The annual financial information and any notices of material events will be provided by the School District to the Municipal Securities Rulemaking Board via the Electronic Municipal Market Access System (“EMMA”) @ [www.emma.msrb.org](http://www.emma.msrb.org).

The School District authorizes the use of the Official Statement in connection with the sale of the Bonds by the purchasers thereof.

SECTION 9. The President, Vice President, Superintendent, Treasurer, Chief Financial Officer, Board Clerk or Deputy Clerk are hereby authorized and directed to execute, separately or jointly, and deliver such documents and take such other action as may be necessary or appropriate in order to effectuate the issuance, execution and delivery of the Bonds, including specifically, but not limited to, the Bond forms, tax or tax compliance documents, closing certificates, continuing disclosure or other security or securities-related documents, disbursement orders, or any other letter, representation or certification otherwise necessary and attendant to the issuance and delivery of the Bonds.

[Remainder of Page Left Blank Intentionally]

ADOPTED AND APPROVED THIS 15<sup>TH</sup> DAY OF APRIL, 2024.

(SEAL)

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

ATTEST:

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

STATE OF OKLAHOMA            )  
  )  
COUNTY OF WASHINGTON        )

I, the undersigned, the duly qualified and acting Clerk of the Board of Education of Independent School District Number 30 of Washington County, Oklahoma, hereby certify that the foregoing is a true and complete copy of a Resolution authorizing the issuance of Bonds for the purpose therein set out, adopted by said Board and transcript of proceedings of said Board at a regular meeting thereof held on the date therein set out, insofar as the same relates to the sale of Bonds therein described as the same appears of record in my office.

I further certify that attached hereto is a true and complete copy of the Notice of the schedule of regular meetings of the governing body of Independent School District Number 30 of Washington County, Oklahoma for the calendar year 2024 having been given in writing to the County Clerk of Washington County, Oklahoma, at 9:11 o'clock a.m. on the 12<sup>th</sup> day of December, 2023, and public notice of this meeting, setting forth the date, time, place and agenda was posted on the School District's website (<http://www.bps-ok.org/>) at \_\_\_ o'clock \_\_.m. on the \_\_\_ day of April, 2024, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto). Further, as required by Title 25 Oklahoma Statutes § 311A(9)(b), the School District made the notice of a public meeting available to the public in the principal office of the public body (1100 SW Jennings Ave., Bartlesville, Oklahoma, 74003) during normal business hours at least twenty-four (24) hours prior to the meeting.

WITNESS my hand and seal this 15<sup>th</sup> day of April, 2024.

(SEAL)

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

**MINUTES OF SALE OF 2024B BONDS**

PURSUANT TO NOTICE GIVEN UNDER THE OPEN MEETING ACT, THE BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NUMBER 30 OF WASHINGTON COUNTY, STATE OF OKLAHOMA (THE “SCHOOL DISTRICT”), MET IN REGULAR SESSION IN THE BOARD ROOM OF THE EDUCATION SERVICE CENTER, 1100 SW JENNINGS AVENUE, BARTLESVILLE, OKLAHOMA, 74003, IN SAID SCHOOL DISTRICT ON THE 15<sup>TH</sup> DAY OF APRIL, 2024, AT 5:30 O’CLOCK P.M.

PRESENT:

ABSENT:

Notice of the schedule of regular meetings of the School District for the calendar year 2024 was given in writing to the County Clerk of Washington County, Oklahoma, at 9:11 o’clock a.m. on the 12<sup>th</sup> day of December, 2023, and public notice of this meeting, setting forth the date, time, place and agenda was posted at \_\_\_ o’clock \_\_.m. on the \_\_\_ day of April, 2024, by posting on the School District’s Internet website ([www.bps-ok.org](http://www.bps-ok.org)) the date, time, place and agenda for the meeting in accordance with [Section 3106.2 of Title 74](#) of the Oklahoma Statutes, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto). Further, as required by Title 25 Oklahoma Statutes § 311A(9)(b), the School District made the notice of a public meeting available to the public in the principal office of the public body (1100 SW Jennings Ave., Bartlesville, Oklahoma, 74003) during normal business hours at least twenty-four (24) hours prior to the meeting.

(OTHER PROCEEDINGS)

It appearing that due and legal notice had been given that said School District would offer for sale on this date and at this hour and at this place its \$4,700,000 of General Obligation Building Bonds, Series 2024B dated May 1, 2024 (the “2024B Bonds”), maturing \$2,350,000 on May 1, 2026, and \$2,350,000 on May 1, 2027. The Board of Education proceeded to consider the bids received for the purchase of said Bonds. The following bids were received and considered by the Board of Education:

Bidders	True Interest Cost	Net Interest Cost	Premium
	__%	\$__	\$__
	__%	\$__	\$__
	__%	\$__	\$__

The Board required each bidder to submit with his/her bid a sum in cash or its equivalent, equal to two (2%) percent of the 2024B Bonds, and after due consideration of all bids received by the Board, a motion was made by \_\_\_\_\_ that the 2024B Bonds be awarded, sold and delivered to \_\_\_\_\_, upon fulfillment of the terms as set out in said contract and bid for the purchase of said 2024B Bonds. Said motion was seconded by \_\_\_\_\_ and was adopted by the following vote:

AYE:

NAY:

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

ATTEST:

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

(SEAL)

STATE OF OKLAHOMA            )  
  )  
COUNTY OF WASHINGTON        )

I, the undersigned, the duly qualified and acting Clerk of the Board of Education of Independent School District Number 30 of Washington County, Oklahoma, hereby certify that the foregoing is a true and complete copy of the transcript of proceedings of said Board at a regular meeting thereof duly held on the date therein set out, insofar as the same relates to the sale of Bonds therein described as the same appears of record in my office.

I further certify that attached hereto is a true and complete copy of the Notice of the schedule of regular meetings of the governing body of Independent School District Number 30 of Washington County, Oklahoma for the calendar year 2024 having been given in writing to the County Clerk of Washington County, Oklahoma, at 9:11 o'clock a.m. on the 12<sup>th</sup> day of December, 2023, and public notice of this meeting, setting forth the date, time, place and agenda was posted on the School District's website (<http://www.bps-ok.org/>) at \_\_\_ o'clock \_\_.m. on the \_\_\_ day of April, 2024, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto). Further, as required by Title 25 Oklahoma Statutes § 311A(9)(b), the School District made the notice of a public meeting available to the public in the principal office of the public body (1100 SW Jennings Ave., Bartlesville, Oklahoma, 74003) during normal business hours at least twenty-four (24) hours prior to the meeting.

WITNESS my hand and seal this 15<sup>th</sup> day of April, 2024.

(SEAL)

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