

Regular Meeting of The Board of Education Independent School District Number
33, Creek County
Monday, April 10, 2023 6:00 PM
Washington Administration Center Board Room, 511 E Lee, Sapulpa, OK 74066

I. Call the meeting to order and Pledge of Allegiance to the flag. President Wayne Richards called the meeting to order at 6 pm, followed by Asst Superintendent Johnny Bilby leading the Pledge of Allegiance.

II. Formal Adoption of the Agenda.

II.A. Motion, discussion, and vote on Motion to formally adopt Agenda.

To formally adopt the Agenda passed with a motion by Steve McCormick and a second by Larry Hoover.

Sarah Havenstrite: Absent

Larry Hoover: Yea

Steve McCormick: Yea

Wayne Richards: Yea

Melinda Ryan: Yea

Yea: 4, Nay: 0, Absent: 1

III. Consent Agenda

III.A. Approval of Meeting Minutes.

III.A.1. 03.06.2023 Regular Meeting Minutes

III.B. Approval of the 2022-23 General Fund Purchase Order Encumbrance numbers 910 through 986.

III.C. Re-approval of 2022-23 General Fund Purchase Order #137 due to increase in cost.

III.D. Re-approval of 2022-23 General Fund Purchase Order #686 due to increase in cost.

III.E. Approval of the 2022-23 Building Fund Purchase Order Encumbrance number 216 through 242.

III.F. Approval of the 2022-23 Child Nutrition Fund Purchase Order Encumbrance numbers 65 through 77.

III.G. Approval of the 2022-23 Bond Fund 32 Purchase Order Encumbrance numbers 23 and 24.

- III.H. Approval of the 2022-23 Sinking Bond Fund 41 Purchase Order Encumbrance number 3.
- III.I. Approval of the monthly financial reports of the School Activity Funds Account.
- III.J. Approval of the monthly financial reports of the SPS Endowed Scholarship Accounts, Fund 81.
- III.K. Approval of the Treasurer's Report on the status of Funds and Investments.
- III.L. Approval of the 2023-24 MOU between the University of Tulsa, Acting for and on behalf of its Teacher Education Program, and Sapulpa Public Schools.
- III.M. Approval of the 2023-24 MOU between Oral Roberts University, Acting for and on behalf of its Teacher Education Program, and Sapulpa Public Schools.
- III.N. Approval of 2023-24 Horizon Digitally Enhanced Campus MOU with Sapulpa Public Schools.
- III.O. Approval of the 2023-24 School Work Study Agreement between Sapulpa Public Schools and the State of OK Dept of Rehabilitation Services.
- III.P. Approval of the 2023-24 MOU renewal between SPS and The Bridges Foundation.
- III.Q. Approval of the 2023-24 Therapy Works Services contract.
- III.R. Approval of the 2023-2024 Schindler Elevator Agreement.
- III.S. Approval of the District's Student Transfer Capacity Numbers.
- III.T. Approval of 2023-24 renewal of the PowerSchool SearchSoft-McRel-Principal Quote.
- III.U. Approval of 2023-24 renewal of the PowerSchool Mizuni Integration Suite Quote.
- III.V. Approval of 2023-24 renewal of the PowerSchool Enrollment Registration Quote.
- III.W. Approval of 2023-24 renewal of the PowerSchool Maintenance and Support Quote.
- III.X. Approval of 2023-24 renewal of the PowerSchool UT Applicant Tracking and TalentEd Records Quote.
- III.Y. Approval to renew the 2023 Cox WAN Services Agreement.
- III.Z. Approval of the following 2023 Summer Programs: Each program will be instituted pending available funding and adequate staffing/supervision.
 - III.Z.1. Summer Academic Programs 9 - 12

- III.Z.2. Summer School Programs
- III.Z.3. Driver's Education
- III.Z.4. Summer Splash/Reading Academy
- III.Z.5. Camp Invention
- III.Z.6. Extended School Year
- III.Z.7. Summer Child Nutrition
- III.Z.8. Arts Explore
- III.Z.9. Band Camp
- III.Z.10. Rookie Camp 8th grade
- III.Z.11. SPARK
- III.Z.12. School Zone
- III.Z.13. Summer Athletic Camps
- III.Z.14. EL

III.AA. Approval of the 2023 Performance Stage Inc Agreement for the 2023 Graduation Stage.

III.BB. Approval of the 2023 Candid Color Photography Agreement for the 2023 Senior Graduation.

III.CC. Re-Approval of the 2023 Party Pro Contract for additional materials added for the 2023 Graduation.

III.DD. Approval of the 2023-24 Weaver Drug Testing Lab Agreement.

III.EE. Approval of the 2023-24 VYPE Agreement with Sapulpa Athletics Department.

III.FF. Approval of the 2023-24 BSN Sports Exclusive Supplier Agreement with Sapulpa Public Schools.

III.GG. Approval of the 2023 Tournament of Champions Contract for the SPS Varsity Girls Basketball team.

III.HH. Approval of a generous anonymous donation of \$10,000 to be used for TOY bonuses.

III.II. Declaration of Surplus

III.II.1. SHS Career Tech Technology

III.II.2. Holmes Park Elementary-Old Curriculum Books

III.JJ. Approval of the Out of State Activity Requests as per attachment.

III.JJ.1. JROTC-Sandy, UT

III.JJ.2. Volleyball-Branson, MO

III.JJ.3. Girls Basketball-Ft. Smith, AR

III.JJ.4. Robotics-Houston, TX

III.KK. Approval of Fundraisers as per attachment.

To approve Consent Agenda items A-AK passed with a motion by Steve McCormick and a second by Larry Hoover.

Sarah Havenstrite: Absent

Larry Hoover: Yea

Steve McCormick: Yea

Wayne Richards: Yea

Melinda Ryan: Yea

Yea: 4, Nay: 0, Absent: 1

IV. Hearing from the public None

V. Information and Discussion

V.A. Superintendent Comments Superintendent Armstrong started his comments by introducing three of Sapulpa's Support Employees of the Year; Deborah Kroll, Transportation, Casey Castleberry, Custodial, and Rachel Burrow, Payroll Specialist. One of these outstanding employees will be named District Support Personnel of the Year at an upcoming event when the District Teacher of the Year is announced. Mr. Armstrong then asked CFO Kenda Terrones to report on the Sinking Fund. It is being monitored closely to make sure the funds are available to make the bond payments due by June 1. See Treasurer's Summary in Consent Agenda Items.

V.B. Secondary Academic Programs Curriculum Director, Donia Doudican introduced Dr. Neill and shared a little bit about the partnering of Career Academics and Pathways for students to become job/ technical school/college ready through a variation of programs and internships in the community. Dr. Neill expanded on the program possibilities with a couple of slides. See attached.

VI. Action Items

VI.A. New Business-items not known or foreseen when the agenda was posted. None.

VI.B. Discussion, motion, and vote on a motion to approve/disapprove the new Electronic Records, Contracting and Signatures Policy 131, second read.

To approve the new Electronic Records, Contracting and Signatures Policy 131, second read passed with a motion by Steve McCormick and a second by Melinda Ryan.

Sarah Havenstrite: Absent

Larry Hoover: Yea
Steve McCormick: Yea
Wayne Richards: Yea
Melinda Ryan: Yea
Yea: 4, Nay: 0, Absent: 1

VI.C. Discussion, motion, and vote on a motion to approve/disapprove the application for temporary appropriations for the 2023-24 fiscal year as per the attachment.

To approve the application for temporary appropriations for the 2023-24 fiscal year as per the attachment passed with a motion by Steve McCormick and a second by Melinda Ryan.

Sarah Havenstrite: Absent
Larry Hoover: Yea
Steve McCormick: Yea
Wayne Richards: Yea
Melinda Ryan: Yea
Yea: 4, Nay: 0, Absent: 1

VI.D. Discussion, motion, and vote on a motion to approve/disapprove a Resolution authorizing the sale of the District's General Obligation Building Bonds, Series 2023, and setting forth the following items:

To approve a Resolution authorizing the sale of the District's General Obligation Building Bonds, Series 2023, and setting forth the following items: May 9th at 12 pm at the Washington Administration Center in the amount of \$16,000,000, to pay in 2 payments of \$8,000,000 each passed with a motion by Steve McCormick and a second by Melinda Ryan.

Sarah Havenstrite: Absent
Larry Hoover: Yea
Steve McCormick: Yea
Wayne Richards: Yea
Melinda Ryan: Yea
Yea: 4, Nay: 0, Absent: 1

VI.D.1. Fixing the time and place the bonds are to be sold;

VI.D.2. Fixing the amount of the bonds to mature each year;

VI.D.3. Authorizing the Clerk to give notice of said sale as required by law.

VI.E. Discussion, motion, and vote on a motion to approve/disapprove a contract agreement between Sapulpa Public Schools and Tiffany Neill, LLC, for consulting services and technical assistance for the design of Secondary Educational Pathways.

To approve a contract agreement between Sapulpa Public Schools and Tiffany Neill, LLC, for consulting services and technical assistance for the design of Secondary Educational Pathways passed with a motion by Steve McCormick and a second by Larry Hoover.

Sarah Havenstrite: Absent

Larry Hoover: Yea

Steve McCormick: Yea

Wayne Richards: Yea

Melinda Ryan: Yea

Yea: 4, Nay: 0, Absent: 1

VI.F. Proposed Executive Session to discuss Personnel as listed, hiring of a Head Basketball Coach, and conduct an ongoing evaluation of the Superintendent as authorized by 25 O.S. Section 307(B)(1) of the Oklahoma Open Meeting Act.

VI.F.1. Vote to convene in Executive Session

To convene in Executive Session at 6:46 pm passed with a motion by Steve McCormick and a second by Larry Hoover.

Sarah Havenstrite: Absent

Larry Hoover: Yea

Steve McCormick: Yea

Wayne Richards: Yea

Melinda Ryan: Yea

Yea: 4, Nay: 0, Absent: 1

VI.F.2. To acknowledge the Board has returned to Open Session President Wayne Richards acknowledged the Board's return to Open Session at 7 pm.

VI.F.3. Statement of Executive Session Minutes

The Board of Education went into Executive Session at 6:46 pm to discuss Personnel as listed, hiring of a Head Basketball Coach, and conduct an ongoing evaluation of the Superintendent, as authorized by 25 O.S. Section 307(B)(1) of the Oklahoma Open Meeting Act. During the Executive Session, the Board discussed these items and no other items. The Board returned to Open Session at 7 pm. Present in the Executive Session were Steve McCormick, Melinda Ryan, Larry Hoover, Wayne Richards, and Rob Armstrong. No action was taken. This constitutes the minutes of the Executive Session.

VII. Personnel

VII.A. Vote to approve/disapprove employing Personnel as per attachment.

To approve employing Personnel as per the attachment passed with a motion by Steve McCormick and a second by Melinda Ryan.

Sarah Havenstrite: Absent

Larry Hoover: Yea

Steve McCormick: Yea

Wayne Richards: Yea

Melinda Ryan: Yea

Yea: 4, Nay: 0, Absent: 1

VII.B. Vote to approve/disapprove FMLA for Celia Granillo, effective March 20, 2023, through May 23, 2023.

To approve FMLA for Celia Granillo, effective March 20, 2023, through May 23, 2023 passed with a motion by Steve McCormick and a second by Melinda Ryan.

Sarah Havenstrite: Absent

Larry Hoover: Yea

Steve McCormick: Yea

Wayne Richards: Yea

Melinda Ryan: Yea

Yea: 4, Nay: 0, Absent: 1

VII.C. Vote to approve/disapprove FMLA for Allison Parks, effective April 26, 2023, through May 23, 2023.

To approve FMLA for Allison Parks, effective April 26, 2023, through May 23, 2023 passed with a motion by Steve McCormick and a second by Melinda Ryan.

Sarah Havenstrite: Absent

Larry Hoover: Yea

Steve McCormick: Yea

Wayne Richards: Yea

Melinda Ryan: Yea

Yea: 4, Nay: 0, Absent: 1

VII.D. Vote to approve/disapprove FMLA for Nichell Searcy, effective April 03, 2023, through May 23, 2023.

To approve FMLA for Nichell Searcy, effective April 03, 2023, through May 23, 2023 passed with a motion by Steve McCormick and a second by Melinda Ryan.

Sarah Havenstrite: Absent

Larry Hoover: Yea

Steve McCormick: Yea

Wayne Richards: Yea

Melinda Ryan: Yea

Yea: 4, Nay: 0, Absent: 1

VII.E. Vote to approve/disapprove the Superintendent's recommendation to hire a Head Coach for Boys Basketball.

To approve the Superintendent's recommendation to hire Jordan Nagel as the Head Coach for Boy's Basketball passed with a motion by Steve McCormick and a second by Larry Hoover.

Sarah Havenstrite: Absent

Larry Hoover: Yea

Steve McCormick: Yea

Wayne Richards: Yea

Melinda Ryan: Yea

Yea: 4, Nay: 0, Absent: 1

VII.F. Vote to accept Resignations received since the last board meeting.

To accept Resignations received since the last board meeting passed with a motion by Larry Hoover and a second by Melinda Ryan.

Sarah Havenstrite: Absent

Larry Hoover: Yea

Steve McCormick: Yea

Wayne Richards: Yea

Melinda Ryan: Yea

Yea: 4, Nay: 0, Absent: 1

VIII. Adjournment

To adjourn at 7:04 pm passed with a motion by Larry Hoover and a second by Wayne Richards.

Sarah Havenstrite: Absent

Larry Hoover: Yea

Steve McCormick: Yea

Wayne Richards: Yea

Melinda Ryan: Yea

Yea: 4, Nay: 0, Absent: 1

Regular Meeting of The Board of Education Independent School District Number
33, Creek County
Monday, March 6, 2023 6:00 PM
Washington Administration Center Board Room, 511 E Lee, Sapulpa, OK 74066

I. Call the meeting to order and Pledge of Allegiance to the American Flag
Vice President Larry Hoover called the meeting to order at 6 pm. The principal of Holmes Park Elementary, Roger Johnson, was asked to lead the Pledge of Allegiance. Recognition of our Teachers of the Year followed.

II. Formal Adoption of the Agenda.

II.A. Motion, discussion, and vote on Motion to formally adopt Agenda.
To formally adopt the Agenda passed with a motion by Melinda Ryan and a second by Steve McCormick.

Sarah Havenstrite:	Absent
Larry Hoover:	Yea
Steve McCormick:	Yea
Wayne Richards:	Absent
Melinda Ryan:	Yea

Yea: 3, Nay: 0, Absent: 2

III. Consent Agenda

III.A. Approval of the BOE Meeting Minutes.

III.A.1. 2.17.2023-BOE Meeting Minutes-Special

III.A.2. 2.28.2023-BOE Meeting Minutes-Special-Bond 2023

III.B. Approval of the 2022-23 General Fund Purchase Order Encumbrance numbers 815 through 909.

III.C. Approval of the 2022-23 Building Fund Purchase Order Encumbrance numbers 205 through 215.

III.D. Approval of 2022-23 Child Nutrition Fund Purchase Order Encumbrance numbers 60 through 64.

III.E. Approval of 2022-23 Bond Fund 31 Purchase Order encumbrance numbers 4 and 5.

III.F. Approval of 2022-23 Bond Fund 32 Purchase Order Encumbrance numbers 21 and 22.

III.G. Approval of the monthly financial reports of the School Activity Funds account.

III.H. Approval of the monthly financial reports of the SPS Endowed Scholarship Accounts, Fund 81.

III.I. Approval of the Treasurer's Report on the status of Funds and Investments.

III.J. Approval of the 2023-24 Yearbook Contracts for Sapulpa Public Schools:

III.J.1. Sapulpa High School--Herff Jones

III.J.2. Sapulpa Jr. High--Herff Jones

III.J.3. Sapulpa Middle School--Walsworth

III.J.4. Freedom Elementary--Herff Jones

III.J.5. Holmes Park Elementary--Jostens

III.J.6. Jefferson Heights Elementary-Ruth Kelly Studio

III.J.7. Liberty Elementary Stem Academy-Jostens

III.K. Approval of the 2022-23 Audit Contract and Engagement Letter with Bledsoe, Hewett & Gullekson.

III.L. Approval of Municipal Accounting System (MAS) Software Service Agreement for the 2023-24 school year.

III.M. Approval of the 2023-24 Lincoln Christian Winter Classic Contract for Girls Varsity Basketball.

III.N. Approval of the 2023 Bishop Kelley Invitational Contract for Boys Varsity Basketball.

III.O. Declaration of Surplus

III.O.1. Freedom Elementary--Library Books

III.P. Approval of Out-of-State Activity Request as per attachment.

III.P.1. Track and CC--Chanute, KS

III.Q. Approval of Fundraisers as per attachment.

To approve Consent Agenda Items A-Q passed with a motion by Steve McCormick and a second by Melinda Ryan.

Sarah Havenstrite: Absent

Larry Hoover: Yea

Steve McCormick: Yea

Wayne Richards: Absent
Melinda Ryan: Yea
Yea: 3, Nay: 0, Absent: 2

IV. Hearing from the Public

Drama Class-March is National Theatre in Our Schools Month. They wanted to give thanks for the continued support of the fine arts in Sapulpa Public Schools. They just finished their production of Cinderella this past weekend and it was a huge success.

V. Information and Discussion Items

V.A. New Electronic Records, Contracting and Signatures Policy 131, first read
Indian Ed Director, Kayla Chupco, introduced this new policy. It is needed for the authenticity of parent signatures for online forms and will need to be in place if an audit should be called.

V.B. 2023 Bond Update

Hours and hours have been spent coming up with and changing the very best projects within the boundaries allotted for Bond 2023. Fall looks to be the goal to call for a vote.

VI. Action Items

VI.A. New Business - items not known or foreseen when agenda was posted.
None

VI.B. Discussion, motion, and vote on a motion to approve/disapprove the Student Mental Health Protocol, second read.

To approve the Student Mental Health Protocol, second read passed with a motion by Melinda Ryan and a second by Steve McCormick.

Sarah Havenstrite: Absent
Larry Hoover: Yea
Steve McCormick: Yea
Wayne Richards: Absent
Melinda Ryan: Yea

Yea: 3, Nay: 0, Absent: 2

VI.C. Discussion, motion, and vote on a motion to approve/disapprove the District (School Year) Calendar 2023-24.

To approve the District (School Year) Calendar 2023-24 passed with a motion by Steve McCormick and a second by Melinda Ryan.

Sarah Havenstrite: Absent

Larry Hoover: Yea
Steve McCormick: Yea
Wayne Richards: Absent
Melinda Ryan: Yea
Yea: 3, Nay: 0, Absent: 2

VI.D. Discussion, motion, and vote on a motion to approve/disapprove a Financial Advisory Services Agreement with BOK Financial Securities, Inc. To approve a Financial Advisory Services Agreement with BOK Financial Securities, Inc passed with a motion by Steve McCormick and a second by Melinda Ryan.

Sarah Havenstrite: Absent
Larry Hoover: Yea
Steve McCormick: Yea
Wayne Richards: Absent
Melinda Ryan: Yea

Yea: 3, Nay: 0, Absent: 2

VI.E. Discussion, motion, and vote on a motion to approve/disapprove an Architectural Services Agreement and Addendum with Reed Architecture & Interiors.

To approve an Architectural Services Agreement and Addendum with Reed Architecture & Interiors passed with a motion by Steve McCormick and a second by Melinda Ryan.

Sarah Havenstrite: Absent
Larry Hoover: Yea
Steve McCormick: Yea
Wayne Richards: Absent
Melinda Ryan: Yea

Yea: 3, Nay: 0, Absent: 2

VI.F. Proposed Executive Session to discuss Personnel as listed, to conduct the ongoing evaluation of the Superintendent, and to discuss whether or not to accept the resignation of Scott Maxville as authorized by 25 O.S. Section 307(B)(1)&(7) of the Oklahoma Open Meeting Act.

VI.F.1. Vote to convene in Executive Session

To convene into Executive Session at 6:23 pm passed with a motion by Steve McCormick and a second by Melinda Ryan.

Sarah Havenstrite: Absent
Larry Hoover: Yea

Steve McCormick: Yea
Wayne Richards: Absent
Melinda Ryan: Yea

Yea: 3, Nay: 0, Absent: 2

VI.F.2. To acknowledge the Board has returned to Open Session
Vice President Larry Hoover acknowledged the Board's return to Open Session at 6:42 pm

VI.F.3. Statement of Executive Session Minutes

The Board of Education went into Executive Session at 6:23 pm to discuss Personnel as listed, to conduct the ongoing evaluation of the Superintendent, and to discuss whether or not to accept the resignation of Scott Maxville, as authorized by 25 O.S. 307 B(1)&(7) of the Oklahoma Open Meeting Act. During the Executive Session, the Board discussed these items and no other items. The Board returned to Open Session at 6:42 pm. Present in Executive Session were Steve McCormick, Melinda Ryan, Larry Hoover, and Rob Armstrong. No action was taken. This constitutes the minutes of the Executive Session.

VI.G. Personnel

VI.G.1. Vote to approve/disapprove employing Personnel as per attachment.
To approve employing Personnel as per the attachment passed with a motion by Steve McCormick and a second by Melinda Ryan.

Sarah Havenstrite: Absent
Larry Hoover: Yea
Steve McCormick: Yea
Wayne Richards: Absent
Melinda Ryan: Yea

Yea: 3, Nay: 0, Absent: 2

VI.G.2. Vote to approve/disapprove FMLA request for Larry Crocker, effective November 07, 2022, through February 17, 2023.

To approve FMLA request for Sydney Young, effective February 28, 2022, through May 20, 2022 passed with a motion by Melinda Ryan and a second by Larry Hoover.

Sarah Havenstrite: Yea
Larry Hoover: Yea
Steve McCormick: Yea
Wayne Richards: Yea
Melinda Ryan: Yea

Yea: 5, Nay: 0

To approve FMLA request for Larry Crocker, effective November 07, 2022, through February 17, 2023 passed with a motion by Steve McCormick and a second by Melinda Ryan.

Sarah Havenstrite: Absent

Larry Hoover: Yea

Steve McCormick: Yea

Wayne Richards: Absent

Melinda Ryan: Yea

Yea: 3, Nay: 0, Absent: 2

VI.G.3. Vote to approve/disapprove authorizing Larry Crocker to receive sick leave donations from other employees as authorized by Board Policy 736.2 Sick Leave Donation.

To approve authorizing Larry Crocker to receive sick leave donations from other employees as authorized by Board Policy 736.2 Sick Leave Donation passed with a motion by Steve McCormick and a second by Larry Hoover.

Sarah Havenstrite: Absent

Larry Hoover: Yea

Steve McCormick: Yea

Wayne Richards: Absent

Melinda Ryan: Yea

Yea: 3, Nay: 0, Absent: 2

VI.G.4. Vote to approve/disapprove FMLA request for Christina Clanton, effective February 21, 2023, through May 16, 2023.

To approve FMLA request for Christina Clanton, effective February 21, 2023, through May 16, 2023 passed with a motion by Steve McCormick and a second by Larry Hoover.

Sarah Havenstrite: Absent

Larry Hoover: Yea

Steve McCormick: Yea

Wayne Richards: Absent

Melinda Ryan: Yea

Yea: 3, Nay: 0, Absent: 2

VI.G.5. Vote to approve/disapprove authorizing Christina Clanton to receive sick leave donations from other employees as authorized by Board Policy 736.2 Sick Leave Donation.

To approve authorizing Christina Clanton to receive sick leave donations from other employees as authorized by Board Policy 736.2 Sick Leave Donation passed with a motion by Steve McCormick and a second by Larry Hoover.

Sarah Havenstrite: Absent

Larry Hoover: Yea

Steve McCormick: Yea

Wayne Richards: Absent

Melinda Ryan: Yea

Yea: 3, Nay: 0, Absent: 2

VI.G.6. Vote to approve/disapprove FMLA request for Denise Hewitt, effective March 20, 2023, through June 5, 2023.

To approve FMLA request for Denise Hewitt, effective March 20, 2023, through June 5, 2023 passed with a motion by Steve McCormick and a second by Larry Hoover.

Sarah Havenstrite: Absent

Larry Hoover: Yea

Steve McCormick: Yea

Wayne Richards: Absent

Melinda Ryan: Yea

Yea: 3, Nay: 0, Absent: 2

VI.G.7. Vote to accept/reject the resignation agreement with Scott Maxville and authorize the Board President and Board Clerk to execute the resignation agreement.

To accept the resignation agreement with Scott Maxville and authorize the Board President and Board Clerk to execute the resignation agreement passed with a motion by Steve McCormick and a second by Melinda Ryan.

Sarah Havenstrite: Absent

Larry Hoover: Yea

Steve McCormick: Yea

Wayne Richards: Absent

Melinda Ryan: Yea

Yea: 3, Nay: 0, Absent: 2

VI.G.8. Vote to accept Resignations received since the last board meeting.

To accept Resignations received since the last board meeting passed with a motion by Steve McCormick and a second by Melinda Ryan.

Sarah Havenstrite: Absent

Larry Hoover:	Yea
Steve McCormick:	Yea
Wayne Richards:	Absent
Melinda Ryan:	Yea

Yea: 3, Nay: 0, Absent: 2

VII. Adjournment

To adjourn at 6:46 pm passed with a motion by Larry Hoover and a second by Steve McCormick.

Sarah Havenstrite: Absent

Larry Hoover: Yea

Steve McCormick: Yea

Wayne Richards: Absent

Melinda Ryan: Yea

Yea: 3, Nay: 0, Absent: 2

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 910 - 986, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	910	03/02/2023	3826	SECURITY BANK CARD CENTER INC	Supplies for classroom projects	1,480.00
11	911	03/02/2023	32153	FOLLETT SCHOOL SOLUTIONS, LLC	Destiny Renewal for Bartlett	943.07
11	912	03/03/2023	104	SUPERIOR VISION CONSULTING LLC	011-Sped-Vision Impairment Contract-Lumpkin	4,000.00
11	913	03/03/2023	3034	CHEROKEE NATION JOM 2017	JOM Conference	2,125.00
11	914	03/03/2023	235	CCOSA-COOP COUNCIL OK SCH	615-Sped-CCOSA Summer Conf. Registration	898.00
11	915	03/09/2023	1269	SOFTWARE HOUSE INTERNATIONAL	Veeam Server Backup	3,119.22
11	916	03/09/2023	82230	HEATHER BROWNE	REIMB-MILEAGE/PER DIEM STATE TOURN 3/10-3/11	161.20
11	917	03/20/2023	2423	SENIOR CLASS GRADUATION PRODUCTS	JOM Senior honor cords	400.00
11	918	03/20/2023	7089	HOLT TRUCK CENTERS OF OKLAHOMA,LLC	Bus 11 EGR Valve	834.93
11	919	03/20/2023	3826	SECURITY BANK CARD CENTER INC	797-Tshirts for MV from Caveman Screen Printing	1,745.00
11	920	03/21/2023	3826	SECURITY BANK CARD CENTER INC	DIESEL FOR DISTRICT VEHICLES	50,000.00
11	921	03/22/2023	943	VERIZON WIRELESS	STUDENT MIFIs - DISTRICT	11,460.80
11	922	03/22/2023	2524	ROSENSTEIN FIST & RINGOLD	DISTRICT PROFESSIONAL LEGAL SERVICES	5,000.00
11	923	03/22/2023	3826	SECURITY BANK CARD CENTER INC	Amazon Tech Supplies	2,500.00
11	924	03/22/2023	36	INT'L ACADEMY OF SCIENCE	621-Spec-Acellus Licenses	2,500.00
11	925	03/22/2023	80981	MICHAEL FINDLEY	REIMB-BEST BUY PURCHASE/CLASSROOM SUPPLIES	69.95
11	926	03/22/2023	39350	TIGER INC	NATURAL GAS TRANSPORT 6 SITES	40,000.00
11	927	03/23/2023	153	ESS SOUTH CENTRAL, LLC	DISTRICT SUBSTITUTE SERVICES	40,000.00
11	928	03/24/2023	3826	SECURITY BANK CARD CENTER INC	Parts and supplies for district fleet	1,000.00
11	929	03/24/2023	438	SILVER INK PUBLISHING	Parent outreach for EI	300.00
11	930	03/24/2023	439	OKCDT ENTERPRISE, LLC	621-PCard-CCOSA Conf. Hotel	1,200.00
11	931	03/27/2023	2129	CECIL COX ENTERPRISES	Tires for Car 124	600.00
11	932	03/27/2023	3826	SECURITY BANK CARD CENTER INC	Parts and supplies for district fleet	2,000.00
11	933	03/28/2023	3826	SECURITY BANK CARD CENTER INC	State JOM Conference Expenses 4/4	250.00
11	934	03/28/2023	272	A & W TOWING INC	Towing for Bus 27	400.00
11	935	03/28/2023	81009	CARLA BAGHESTANI	REFUND OF LIFE INS PREMIUM	192.69
11	936	03/28/2023	80414	JULIE BAUGHMAN	REFUND OF LIFE INS PREMIUM	30.69
11	937	03/28/2023	81016	LINDA J BEAN-WILSFORD	REFUND OF LIFE INS PREMIUM	48.95
11	938	03/28/2023	82322	BRYCE BERGER	REFUND OF LIFE INS PREMIUM	4.53
11	939	03/28/2023	82328	MARY ETTA BERRY	REFUND OF LIFE INS PREMIUM	124.53
11	940	03/28/2023	81927	KEYLA CHAPMAN	REFUND OF LIFE INS PREMIUM	4.45
11	941	03/28/2023	80948	MELINDA ANN CHAPMAN MRS.	REFUND OF LIFE INS PREMIUM	17.18
11	942	03/28/2023	82312	KIMBERLY COATNEY	REFUND OF LIFE INS PREMIUM	44.18
11	943	03/28/2023	80479	CAREN F CODDING	REFUND OF LIFE INS PREMIUM	35.18
11	944	03/28/2023	80083	TARA LYNN FANCHER	REFUND OF LIFE INS PREMIUM	17.18

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 910 - 986, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	945	03/28/2023	80098	CRISSA GANTZ	REFUND OF LIFE INS PREMIUM	62.18
11	946	03/28/2023	82323	DIANA LEIGH GARR	REFUND OF LIFE INS PREMIUM	11.90
11	947	03/28/2023	80100	KELLY A GEIGER	REFUND OF LIFE INS PREMIUM	14.68
11	948	03/28/2023	80639	KELSEY E PHILPOTT	REFUND OF LIFE INS PREMIUM	20.18
11	949	03/28/2023	80741	ELISABETH A HARPER	REFUND OF LIFE INS PREMIUM	10.43
11	950	03/28/2023	82163	MEAGAN E HAUGHT	REFUND OF LIFE INS PREMIUM	4.45
11	951	03/28/2023	80703	PAULINE ROSEMARY HOLLOWAY HILL	REFUND OF LIFE INS PREMIUM	37.09
11	952	03/28/2023	80879	JENNIFER D HUDGINS	REFUND OF LIFE INS PREMIUM	53.18
11	953	03/28/2023	81137	DEBORAH ANN KROLL	REFUND OF LIFE INS PREMIUM	62.06
11	954	03/28/2023	80181	LUANN LUKER	REFUND OF LIFE INS PREMIUM	53.18
11	955	03/28/2023	81423	RONALD W MARTIN	REFUND OF LIFE INS PREMIUM	11.68
11	956	03/28/2023	81155	MARIAN RENEE MARTINO	REFUND OF LIFE INS PREMIUM	21.37
11	957	03/28/2023	80191	ANGIE L MAXWELL	REFUND OF LIFE INS PREMIUM	6.68
11	958	03/28/2023	81169	CHERYL L MOORE	REFUND OF LIFE INS PREMIUM	35.18
11	959	03/28/2023	81790	CYNDEE MUSSER	REFUND OF LIFE INS PREMIUM	7.95
11	960	03/28/2023	80208	ERIN NICCUM	REFUND OF LIFE INS PREMIUM	8.18
11	961	03/28/2023	80406	KAREN PARKS	REFUND OF LIFE INS PREMIUM	86.18
11	962	03/28/2023	80919	JACK PUGH	REFUND OF LIFE INS PREMIUM	410.18
11	963	03/28/2023	81842	JULIE DEANN RHOADES	REFUND OF LIFE INS PREMIUM	14.18
11	964	03/28/2023	80035	KAYLE J ROMEO	REFUND OF LIFE INS PREMIUM	35.18
11	965	03/28/2023	80782	CYNTHIA GODDARD	REFUND OF LIFE INS PREMIUM	14.18
11	966	03/28/2023	81234	NANCY TRACZYK	REFUND OF LIFE INS PREMIUM	224.73
11	967	03/28/2023	80945	ALLIE TURNER	REFUND OF LIFE INS PREMIUM	11.18
11	968	03/28/2023	80299	LINDA A WARNER	REFUND OF LIFE INS PREMIUM	31.53
11	969	03/28/2023	80524	ANGELA WEEKS	REFUND OF LIFE INS PREMIUM	2.68
11	970	03/28/2023	80304	ALICE E WHITE	REFUND OF LIFE INS PREMIUM	145.53
11	971	03/28/2023	80317	NICKALA M WOOD	REFUND OF LIFE INS PREMIUM	59.18
11	972	03/28/2023	80929	KAITLIN YOUNGBLOOD	REFUND OF LIFE INS PREMIUM	29.18
11	973	03/30/2023	3826	SECURITY BANK CARD CENTER INC	615-Sped-Pcard-Graham Speech Therapy Webinar	60.00
11	974	03/30/2023	80836	SARAH CARRIGER	REIMB-FUEL FOR SOFTBALL MAINTENANCE	20.03
11	975	03/31/2023	3826	SECURITY BANK CARD CENTER INC	Perkins Grant STEM	9,214.45
11	976	03/31/2023	32397	CHALK'S TRUCK PARTS	Door Vallve Air with fittings for bus 941	325.00
11	977	04/03/2023	874	QUILL CORPORATION	ADMIN SUPPLIES	500.00
11	978	04/03/2023	54158	PARTY PRO RENTS	ADDITIONAL PO FOR GRADUATION PLAN B	3,450.40
11	979	04/04/2023	3826	SECURITY BANK CARD CENTER INC	O'Reilly purchase for AC Compressors	576.00
11	980	04/04/2023	3826	SECURITY BANK CARD CENTER INC	011-PCard-Sped-Prom-Tuxedos	875.00
11	981	04/04/2023	3826	SECURITY BANK CARD CENTER INC	O'Reilly purchase for AC Filters	88.00
11	982	04/05/2023	3826	SECURITY BANK CARD CENTER INC	615-PCard-Sped-OT Conference- Gold	129.00
11	983	04/05/2023	442	LTG INVESTMENTS CORP	628-Sped-Adaptive Furniture- Desks	360.00

Sapulpa Public Schools
Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 910 - 986, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	984	04/05/2023	3826	SECURITY BANK CARD CENTER INC	Emergency tow of bus 28	330.00
11	985	04/05/2023	4055	O T A PIKEPASS	DISTRICT PIKEPASS FEES	1,500.00
11	986	04/05/2023	3826	SECURITY BANK CARD CENTER INC	O'Reilly purchase Turbo for Bus 4	1,800.00
Non-Payroll Total:						\$194,218.89
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$194,218.89

Sapulpa Public Schools

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 137 - 137, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	137	07/14/2022	440	PAUL ROME AND ASSOCIATES LLC	Circuit board update for 3 buses	2,056.56
Non-Payroll Total:						\$2,056.56
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$2,056.56

Sapulpa Public Schools

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 686 - 686, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	686	01/09/2023	3826	SECURITY BANK CARD CENTER INC	Carl Perkins purchase with Goodheart wilcox	4,603.33
Non-Payroll Total:						\$4,603.33
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$4,603.33

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 216 - 242, Fund Codes: 21

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
21	216	03/01/2023	796	OKLAHOMA GAS & ELECTRIC CO	DISTRICT SERVICE MARCH-JUNE	120,000.00
21	217	03/01/2023	796	OKLAHOMA GAS & ELECTRIC CO	ELECTRICAL SERVICE AT 1116 E HOBSON	800.00
21	218	03/02/2023	31747	MARTIN SALES & RENTAL, LLC	Parts for grounds equipment repair/Softball	170.91
21	219	03/02/2023	434	TIM'S SPORTSCENTER OF TULSA, INC.	Parts for grounds equipment/Softball	65.98
21	220	03/06/2023	797	OKLAHOMA NATURAL GAS CO.	DISTRICT GAS SERVICE	20,000.00
21	221	03/07/2023	629	LOCKE SUPPLY	Pressure Reducing Valve at Jefferson Heights	816.10
21	222	03/09/2023	424	W.W. GRAINGER,, INC.	Maintenance Supplies	200.00
21	223	03/21/2023	3158	WILLIAM A. HARRISON, INC.	HVAC/Service for District	1,550.00
21	224	03/22/2023	436	TODD ROBERTS	Baseball septic clean out	450.00
21	225	03/22/2023	629	LOCKE SUPPLY	District supplies for maintenance	2,000.00
21	226	03/22/2023	878	STEVEN ENTERPRISES, INC.	District Plumbing Repair	1,000.00
21	227	03/22/2023	3826	SECURITY BANK CARD CENTER INC	Grounds Supplies- Farmers Feed	500.00
21	228	03/24/2023	2228	TIER ONE LAWN	Emergency Snow Plowing/Jefferson Heights	150.00
21	229	03/27/2023	3158	WILLIAM A. HARRISON, INC.	REPLACE AIR HANDLER SHS/SPLIT PO W/BOND 32	23,948.16
21	230	03/27/2023	1115	JD32418 ENTERPRISE INC.	Portable Supplies for District HVAC Maintenance	977.68
21	231	03/27/2023	1818	MERRIFIELD OFFICE SUPPLY	SC Flags for High School Plaza	420.00
21	232	03/27/2023	629	LOCKE SUPPLY	Freon Purchased for District HVAC	600.00
21	233	03/27/2023	253	NORTHERN TOOL & EQUIP CATALOG HLDGS	Blades for grounds equipment	140.00
21	234	03/29/2023	878	STEVEN ENTERPRISES, INC.	District Plumbing Services	1,000.00
21	235	03/29/2023	9622	WESTLAKE HARDWARE INC	Maintenance Supplies	500.00
21	236	03/29/2023	436	TODD ROBERTS	Septic service at baseball field	450.00
21	237	03/30/2023	346	JOHNNIE ANTHONY OSTIE	Concrete work to repair potholes	1,240.00
21	238	03/31/2023	3665	SCHINDLER ELEVATOR CORPORATION	District Elevator Service	1,500.00
21	239	04/03/2023	8510	HD SUPPLY FACILITIES MAINTENANCE	District Custodial Supplies	25,000.00
21	240	04/04/2023	3158	WILLIAM A. HARRISON, INC.	LIBERTY-EMERGENCY HVAC REPAIR	2,000.00
21	241	04/04/2023	436	TODD ROBERTS	Septic Services for Baseball	1,500.00
21	242	04/05/2023	296	413 SIGNS & GRAPHICS	Repair work on SC sign at Collins Stadium	2,000.00
Non-Payroll Total:						\$208,978.83
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$208,978.83

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 65 - 77, Fund Codes: 22

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
22	65	03/02/2023	1845	HEARTLAND PAYMENT SYSTEMS LLC	Register scanners for Holmes Park	1,276.00
22	66	03/03/2023	7275	LUIS SANTIAGO	Paint HS cafeteria walls replace base molding	4,600.00
22	67	03/03/2023	31772	ZUMWALT ELECTRIC	transfer switch/pull power for generator,warehouse	4,830.00
22	68	03/03/2023	2523	TYSON PREPARED FOODS, INC.	Commodity Processed Chicken/beef/pork all sites	23,000.00
22	69	03/30/2023	81024	DANNA L BOYCE	REFUND OF LIFE INS PREMIUM	26.45
22	70	03/30/2023	81893	ANN L LINDSEY	REFUND OF LIFE INS PREMIUM	35.45
22	71	03/30/2023	81145	KAREN ANNE LINDUFF	REFUND OF LIFE INS PREMIUM	6.06
22	72	03/30/2023	878	STEVEN ENTERPRISES, INC.	Plumbing services for all CN sites	5,000.00
22	73	04/03/2023	3826	SECURITY BANK CARD CENTER INC	SNA annual national conference registration	680.00
22	74	04/03/2023	1818	MERRIFIELD OFFICE SUPPLY	Chair Mat for HS cafeteria office	490.00
22	75	04/03/2023	3826	SECURITY BANK CARD CENTER INC	Repair supplies for refrigeration units, all sites	5,000.00
22	76	04/03/2023	39347	TULSA FRUIT DBA GO FRESH	Fresh fruit and vegetable delivery, all sites	15,000.00
22	77	04/03/2023	1818	MERRIFIELD OFFICE SUPPLY	CN office furniture	3,299.66
Non-Payroll Total:						\$63,243.62
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$63,243.62

Sapulpa Public Schools
Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 23 - 24, Fund Codes: 32

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
32	23	03/07/2023	3158	WILLIAM A. HARRISON, INC.	HVAC SENSOR LIBERTY	2,390.00
32	24	03/27/2023	3158	WILLIAM A. HARRISON, INC.	AIR HANDLER COIL 700/800 HALL SHS	15,899.84
Non-Payroll Total:						\$18,289.84
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$18,289.84

Sapulpa Public Schools

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 3 - 3, Fund Codes: 41

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
41	3	03/24/2023	4247	UMB BANK N.A.	BOND PMT ON ISSUE QK77	1,651,168.75
Non-Payroll Total:						\$1,651,168.75
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$1,651,168.75

Sapulpa Public Schools

Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 3/1/2023 - 3/31/2023

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
000 NON CATEGORICAL FUND	\$105.00	\$0.00	\$0.00	\$0.00	\$105.00	\$0.00	\$105.00
801 HS GRANTS	\$4,827.79	\$0.00	\$0.00	\$2,123.31	\$2,704.48	\$1,152.24	\$1,552.24
802 HS OFFICE	\$5,574.20	\$27.48	\$0.00	\$527.67	\$5,074.01	\$2,186.36	\$2,887.65
803 CREDIT RECOVERY	\$6,411.59	\$0.00	\$0.00	\$0.00	\$6,411.59	\$0.00	\$6,411.59
804 ID BADGE	\$1,880.78	\$272.00	\$0.00	\$0.00	\$2,152.78	\$0.00	\$2,152.78
805 HS ART	\$9,996.22	\$18.32	\$0.00	\$0.00	\$10,014.54	\$9,759.00	\$255.54
806 HS BAND	\$5,650.34	\$688.33	\$0.00	\$506.99	\$5,831.68	\$2,150.01	\$3,681.67
807 HS BAND BOOSTER CONCESSION	\$45,010.38	\$0.00	\$0.00	\$1,799.54	\$43,210.84	\$39,760.96	\$3,449.88
808 HS OKLAHOMA CLOSE UP	\$473.50	\$0.00	\$0.00	\$0.00	\$473.50	\$0.00	\$473.50
809 HS HOSPITALITY COMMITTEE	\$957.21	\$0.00	\$0.00	\$0.00	\$957.21	\$216.04	\$741.17
810 HS STAY(STUD TCH AIDS YOUTH)	\$445.06	\$0.00	\$0.00	\$0.00	\$445.06	\$0.00	\$445.06
811 HS COUNSELING OFFICE	\$5,527.36	\$0.00	\$0.00	\$0.00	\$5,527.36	\$269.46	\$5,257.90
812 HS BUSINESS PROF ASSOC (BPA)	\$444.91	\$0.00	\$0.00	\$0.00	\$444.91	\$0.00	\$444.91
814 HS AP EXAMS	\$3,366.28	\$0.00	\$0.00	\$0.00	\$3,366.28	\$0.00	\$3,366.28
815 HS FCCLA	\$1,867.03	\$947.75	\$0.00	\$351.75	\$2,463.03	\$1,539.56	\$923.47
817 HS LIBRARY	\$1,004.42	\$0.00	\$0.00	\$0.00	\$1,004.42	\$185.25	\$819.17
818 HS NATIONAL HONOR SOCIETY	\$4,948.63	\$2,551.00	\$0.00	\$0.00	\$7,499.63	\$2,839.08	\$4,660.55
819 GREEN-THUMB CHIEFTAINS	\$3,819.51	\$277.00	\$0.00	\$820.37	\$3,276.14	\$1,269.72	\$2,006.42
820 HS NAACP	\$112.30	\$0.00	\$0.00	\$0.00	\$112.30	\$0.00	\$112.30
821 HS SENIORS 2024	\$2,470.13	\$315.00	\$0.00	\$2,128.05	\$657.08	\$150.00	\$507.08
822 HS SENIORS 2025	\$4,969.06	\$0.00	\$0.00	\$0.00	\$4,969.06	\$0.00	\$4,969.06
823 HS SENIORS 2023	\$9,049.27	\$0.00	\$0.00	\$752.88	\$8,296.39	\$0.00	\$8,296.39
824 HS SCIENCE & ENGINEERING	\$33,896.14	\$0.00	\$0.00	\$0.00	\$33,896.14	\$250.00	\$33,646.14
825 HS SPANISH HONOR SOCIETY	\$871.03	\$0.00	\$0.00	\$170.00	\$701.03	\$0.00	\$701.03
826 HS SPECIAL ED/OLYMPICS	\$15,459.67	\$0.00	\$0.00	\$0.00	\$15,459.67	\$5,251.40	\$10,208.27
827 HS STUDENT COUNCIL	\$2,080.89	\$252.00	\$0.00	\$0.00	\$2,332.89	\$0.00	\$2,332.89
828 HS VOCAL MUSIC	\$36,900.71	\$7,452.25	\$0.00	\$16,711.39	\$27,641.57	\$19,142.81	\$8,498.76
829 HS AG ED & FFA	\$57,171.00	\$19,490.00	\$0.00	\$44,349.36	\$32,311.64	\$17,481.22	\$14,830.42
830 HS LYONS SPED	\$1,834.50	\$0.00	\$0.00	\$0.00	\$1,834.50	\$600.00	\$1,234.50
831 HS YEARBOOK	\$4,940.59	\$0.00	\$0.00	\$0.00	\$4,940.59	\$100.00	\$4,840.59
832 HS SIZEMORE SPED	\$789.33	\$0.00	\$0.00	\$0.00	\$789.33	\$0.00	\$789.33
833 HS FISHING TEAM/CLUB	\$584.85	\$0.00	\$0.00	\$0.00	\$584.85	\$0.00	\$584.85
835 HS BAND AUXILIARIES	\$11,084.66	\$1,085.00	\$0.00	\$5,879.54	\$6,290.12	\$1,348.33	\$4,941.79
836 HS BAND TRIPS	\$46,003.92	\$3,897.92	\$0.00	\$24,804.96	\$25,096.88	\$13,552.75	\$11,544.13
837 HS BAND GRANTS	\$68,587.11	\$0.00	\$0.00	\$3,441.86	\$65,145.25	\$28,616.05	\$36,529.20
838 HS PING PINGS	\$1,737.48	\$588.53	\$0.00	\$0.00	\$2,326.01	\$300.00	\$2,026.01
839 HS FCA	\$0.00	\$1,950.00	\$0.00	\$0.00	\$1,950.00	\$0.00	\$1,950.00
840 HS INDIAN PARENT COMMITTEE	\$1,426.93	\$100.00	\$0.00	\$0.00	\$1,526.93	\$0.00	\$1,526.93
841 HS SAPULPA INDIAN CLUB	\$3,519.88	\$2,866.95	\$0.00	\$549.13	\$5,837.70	\$204.61	\$5,633.09
842 HS KEY CLUB	\$183.83	\$0.00	\$0.00	\$0.00	\$183.83	\$31.00	\$152.83
843 HS GSA, GAY STRAIGHT ALLIANCE	\$68.71	\$0.00	\$0.00	\$0.00	\$68.71	\$0.00	\$68.71
844 HS PRODUCTIONS	\$15,460.38	\$1,408.60	\$0.00	\$1,457.96	\$15,411.02	\$11,360.94	\$4,050.08
845 HS CULINARY ARTS	\$940.54	\$0.00	\$0.00	\$192.00	\$748.54	\$582.96	\$165.58
846 HS JROTC	\$61,125.95	\$693.59	\$0.00	\$7,257.43	\$54,562.11	\$18,146.53	\$36,415.58
848 HS SCHOOL NURSE	\$1,813.34	\$0.00	\$0.00	\$0.00	\$1,813.34	\$1,000.00	\$813.34
849 BACKPACK FOOD PANTRY	\$2,325.84	\$0.00	\$0.00	\$307.50	\$2,018.34	\$1,074.25	\$944.09
850 LOCAL SCHOLARSHIPS	\$36,206.42	\$1,500.00	\$0.00	\$0.00	\$37,706.42	\$0.00	\$37,706.42
851 HS SENIOR GIRL EVENTS	\$5,053.16	\$900.00	\$0.00	\$0.00	\$5,953.16	\$0.00	\$5,953.16
852 HS FIRST ROBOTICS	\$47,379.35	\$0.00	\$0.00	\$3,257.47	\$44,121.88	\$32,295.63	\$11,826.25
854 HS INDIAN ED STAFF DEV	\$3,665.86	\$70.00	\$0.00	\$8.99	\$3,726.87	\$647.96	\$3,078.91
855 HS PHYSICS	\$684.22	\$0.00	\$0.00	\$0.00	\$684.22	\$0.00	\$684.22
856 E-SPORTS	\$4,178.11	\$0.00	\$0.00	\$1,301.95	\$2,876.16	\$1,278.56	\$1,597.60
857 JH OFFICE	\$620.59	\$1,205.00	\$0.00	\$395.42	\$1,430.17	\$1,360.86	\$69.31
860 JH LIBRARY	\$1,132.53	\$0.00	\$0.00	\$0.00	\$1,132.53	\$0.00	\$1,132.53
863 JH STUDENT COUNCIL	\$2,218.43	\$173.00	\$0.00	\$210.68	\$2,180.75	\$690.11	\$1,490.64
864 JH VOCAL MUSIC	\$1,189.71	\$910.00	\$0.00	\$0.00	\$2,099.71	\$540.00	\$1,559.71
866 JH YEARBOOK	\$5,256.59	\$0.00	\$0.00	\$0.00	\$5,256.59	\$1,190.02	\$4,066.57

Sapulpa Public Schools

Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 3/1/2023 - 3/31/2023

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
870 JH ART	\$1,087.11	\$6,372.65	\$500.00	\$890.57	\$7,069.19	\$6,734.46	\$334.73
871 JH TAPS	\$315.81	\$0.00	\$0.00	\$0.00	\$315.81	\$0.00	\$315.81
872 STEM JH MATH & SCIENCE	\$4,239.76	\$0.00	\$0.00	\$0.00	\$4,239.76	\$0.00	\$4,239.76
874 JR HIGH GRANTS	\$3,685.32	\$0.00	\$0.00	\$0.00	\$3,685.32	\$0.00	\$3,685.32
877 MS OFFICE	\$7,279.81	\$274.00	\$0.00	\$1,344.29	\$6,209.52	\$810.44	\$5,399.08
878 MS LIBRARY	\$351.55	\$0.00	\$0.00	\$0.00	\$351.55	\$328.34	\$23.21
879 MS STUDENT OF THE MONTH	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	\$0.00	\$200.00
880 MS STUDENT COUNCIL	\$18.90	\$0.00	\$0.00	\$0.00	\$18.90	\$0.00	\$18.90
881 MS YEARBOOK	\$1,095.43	\$105.00	\$0.00	\$0.00	\$1,200.43	\$0.00	\$1,200.43
883 MS CHOIR	\$9,139.82	\$0.00	\$0.00	\$50.00	\$9,089.82	\$4,980.58	\$4,109.24
886 MS NJHS	\$1,179.82	\$0.00	\$0.00	\$0.00	\$1,179.82	\$0.00	\$1,179.82
887 7TH/8TH GR VOLLEYBALL	\$636.33	\$0.00	\$0.00	\$0.00	\$636.33	\$0.00	\$636.33
888 MS GRANTS	\$34,845.46	\$0.00	\$0.00	\$0.00	\$34,845.46	\$20,764.55	\$14,080.91
892 SPED DIRECTOR	\$43.27	\$0.00	\$0.00	\$0.00	\$43.27	\$42.59	\$0.68
893 LIBERTY LIBRARY	\$1,818.00	\$338.65	\$0.00	\$0.00	\$2,156.65	\$798.09	\$1,358.56
894 LIBERTY MISC	\$5,856.98	\$0.00	\$0.00	\$884.21	\$4,972.77	\$1,481.15	\$3,491.62
895 LIBERTY FUNDRAISING	\$4,241.04	\$376.00	\$0.00	\$802.35	\$3,814.69	\$2,916.23	\$898.46
896 LIBERTY STEM CLUB	\$27,509.57	\$1,095.00	\$0.00	\$4,666.00	\$23,938.57	\$15,527.11	\$8,411.46
897 LIBERTY GRANTS	\$2,304.41	\$0.00	\$0.00	\$0.00	\$2,304.41	\$439.44	\$1,864.97
900 FREEDOM MISC	\$1,341.63	\$365.00	\$0.00	\$214.43	\$1,492.20	\$39.92	\$1,452.28
901 FREEDOM FUNDRAISING	\$13,133.59	\$592.00	\$0.00	\$741.72	\$12,983.87	\$4,951.60	\$8,032.27
902 FREEDOM LIBRARY	\$1,877.41	\$1,283.48	\$0.00	\$699.67	\$2,461.22	\$898.11	\$1,563.11
903 FREEDOM GRANTS	\$9,244.32	\$0.00	\$0.00	\$7,720.61	\$1,523.71	\$1,405.74	\$117.97
904 FREEDOM TAPS	\$27,555.48	\$1,657.00	\$0.00	\$2,014.76	\$27,197.72	\$3,445.95	\$23,751.77
907 JEFFERSON HTS MISC	\$6,599.48	\$106.00	\$0.00	\$482.66	\$6,222.82	\$2,609.23	\$3,613.59
908 JEFFERSON HTS FUNDRAISING	\$24,024.99	\$1,080.00	\$0.00	\$11,149.43	\$13,955.56	\$6,211.30	\$7,744.26
910 JEFFERSON HTS GRANTS	\$9,436.53	\$0.00	\$0.00	\$459.80	\$8,976.73	\$151.54	\$8,825.19
911 JEFFERSON HTS LIBRARY	\$3,007.12	\$0.00	\$0.00	\$200.00	\$2,807.12	\$520.00	\$2,287.12
919 HOLMES PARK MISC	\$4,889.17	\$0.00	\$0.00	\$232.31	\$4,656.86	\$1,642.47	\$3,014.39
920 HOLMES PARK FUNDRAISING	\$25,536.51	\$907.35	\$0.00	\$1,744.42	\$24,699.44	\$8,159.22	\$16,540.22
921 HOLMES PARK LIBRARY	\$3,081.51	\$5,966.53	\$0.00	\$11.72	\$9,036.32	\$243.28	\$8,793.04
922 HOLMES PARK GRANTS	\$3,123.53	\$0.00	\$0.00	\$1,705.06	\$1,418.47	\$664.17	\$754.30
928 REVOLUTIONARY DAYS	\$142.83	\$0.00	\$0.00	\$0.00	\$142.83	\$0.00	\$142.83
929 DISTRICT STEM	\$31,680.80	\$0.00	\$0.00	\$0.00	\$31,680.80	\$1,138.72	\$30,542.08
930 SAPULPA ACADEMIC CONF	\$267.36	\$0.00	\$0.00	\$0.00	\$267.36	\$0.00	\$267.36
931 BENEVOLENCE FUND	\$9,273.63	\$0.00	\$0.00	\$0.00	\$9,273.63	\$5,000.00	\$4,273.63
932 GT GRANTS	\$13,550.00	\$0.00	\$0.00	\$0.00	\$13,550.00	\$0.00	\$13,550.00
933 NOW (INTEREST INCOME)	\$23,942.03	\$1,587.30	(\$500.00)	\$0.00	\$25,029.33	\$5,000.00	\$20,029.33
934 DRIVERS EDUCATION	\$1,640.98	\$0.00	\$0.00	\$0.00	\$1,640.98	\$0.00	\$1,640.98
936 STEM-CAMP INVENTION	\$35,271.22	\$2,085.00	\$0.00	\$0.00	\$37,356.22	\$0.00	\$37,356.22
937 LATCHKEY	\$27,774.88	\$17,988.05	\$0.00	\$600.70	\$45,162.23	\$1,268.32	\$43,893.91
938 COLLINS FOUNDATION	\$27,119.25	\$0.00	\$0.00	\$0.00	\$27,119.25	\$0.00	\$27,119.25
939 EDUCATION FOUNDATION	\$79.90	\$0.00	\$0.00	\$0.00	\$79.90	\$0.00	\$79.90
940 SPARK	\$6,612.02	\$0.00	\$0.00	\$0.00	\$6,612.02	\$3,440.52	\$3,171.50
941 LOCAL SCH CHILD WELFARE	\$49,049.42	\$1,505.56	\$0.00	\$3,429.93	\$47,125.05	\$11,814.09	\$35,310.96
942 HOT SPOT INSURANCE	\$705.00	\$0.00	\$0.00	\$0.00	\$705.00	\$0.00	\$705.00
943 ALTERNATIVE SCHOOL GRANTS	\$1,008.62	\$0.00	\$0.00	\$109.98	\$898.64	\$818.09	\$80.55
944 CHILD NUTRITION BANQUETS	\$236.50	\$0.00	\$0.00	\$0.00	\$236.50	\$0.00	\$236.50
945 SPS FOOD SERV ASSOC	\$3,005.33	\$0.00	\$0.00	\$0.00	\$3,005.33	\$0.00	\$3,005.33
946 SOFT DRINK MONEY	\$19,874.13	\$565.13	\$0.00	\$436.22	\$20,003.04	\$3,115.59	\$16,887.45
947 ALTERNATIVE SCHOOL	\$3,651.97	\$0.00	\$0.00	\$268.19	\$3,383.78	\$538.40	\$2,845.38
949 CLEARING ACCOUNT	\$282.81	\$1,242.00	\$0.00	\$0.00	\$1,524.81	\$0.00	\$1,524.81
950 SERVICE CENTER	\$704.93	\$0.00	\$0.00	\$0.00	\$704.93	\$0.00	\$704.93
952 CHROMEBOOK INS/REPAIR	\$59,212.61	\$170.00	\$0.00	\$170.58	\$59,212.03	\$2,917.63	\$56,294.40
954 5TH GRADE ELEM BASKETBALL	\$4,875.25	\$902.00	\$0.00	\$557.30	\$5,219.95	\$2,296.35	\$2,923.60
956 CENTENNIAL PLAZA PROJECT	\$1,973.34	\$0.00	\$0.00	\$0.00	\$1,973.34	\$0.00	\$1,973.34
960 ATHLETIC SPORTS OVERALL	\$3,483.11	\$90.00	\$0.00	\$410.11	\$3,163.00	\$1,865.68	\$1,297.32

Sapulpa Public Schools

Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 3/1/2023 - 3/31/2023

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
961 FOOTBALL BUDGET	\$19,748.29	\$0.00	\$0.00	\$2,507.20	\$17,241.09	\$2,332.69	\$14,908.40
962 BOYS BASKETBALL BUDGET	\$1,077.87	\$0.00	\$0.00	\$0.00	\$1,077.87	\$0.00	\$1,077.87
963 GIRLS BASKETBALL BUDGET	\$1,556.20	\$0.00	\$0.00	\$0.00	\$1,556.20	\$989.71	\$566.49
964 BASEBALL BUDGET	\$3,422.98	\$0.00	\$0.00	\$0.00	\$3,422.98	\$2,378.64	\$1,044.34
965 SOFTBALL BUDGET	\$2,067.50	\$0.00	\$0.00	\$0.00	\$2,067.50	\$61.00	\$2,006.50
966 WRESTLING BUDGET	\$4,897.31	\$500.00	\$0.00	\$1,908.02	\$3,489.29	\$1,006.58	\$2,482.71
967 TENNIS BUDGET	\$2,044.45	\$0.00	\$0.00	\$1,816.20	\$228.25	\$107.77	\$120.48
968 TRACK BUDGET	\$3,852.50	\$965.09	\$0.00	\$951.18	\$3,866.41	\$500.00	\$3,366.41
969 GOLF BUDGET	\$6,434.81	\$40.00	\$0.00	\$1,386.54	\$5,088.27	\$1,742.45	\$3,345.82
971 ATHLETIC - BOOSTER CLUB	\$76,544.24	\$11,130.66	\$0.00	\$12,522.54	\$75,152.36	\$30,737.49	\$44,414.87
972 CROSS COUNTRY BUDGET	\$6,360.71	\$0.00	\$0.00	\$0.00	\$6,360.71	\$920.89	\$5,439.82
973 BOYS SOCCER BUDGET	\$1,853.51	\$0.00	\$0.00	\$366.50	\$1,487.01	\$795.54	\$691.47
974 ATHLETICS - TRAINER	\$256.08	\$13.33	\$0.00	\$0.00	\$269.41	\$0.00	\$269.41
975 GIRLS SOCCER BUDGET	\$7,035.35	\$10,364.23	\$0.00	\$4,059.92	\$13,339.66	\$4,795.00	\$8,544.66
976 GIRLS VOLLEYBALL BUDGET	\$3,636.03	\$0.00	\$0.00	\$0.00	\$3,636.03	\$1,241.60	\$2,394.43
977 CHEER BUDGET	\$1,396.23	\$0.00	\$0.00	\$33.66	\$1,362.57	\$0.00	\$1,362.57
978 ALL EVENTS GATE	\$27,879.40	\$29,165.88	\$0.00	\$28,309.96	\$28,735.32	\$19,121.55	\$9,613.77
979 JR HIGH CHEER	\$2,110.38	\$0.00	\$0.00	\$1,993.23	\$117.15	\$0.00	\$117.15
983 DRUG TEST-PHYSICALS	\$6,575.06	\$18.81	\$0.00	\$0.00	\$6,593.87	\$583.00	\$6,010.87
985 SPONSORS 2022-2023	\$11,134.00	\$0.00	\$0.00	\$0.00	\$11,134.00	\$312.97	\$10,821.03
986 CHIEFTAIN CENTER CONCESSION	\$29,708.59	\$11,079.92	\$0.00	\$4,168.10	\$36,620.41	\$5,177.56	\$31,442.85
Total	\$1,379,012.29	\$159,571.34	\$0.00	\$221,326.27	\$1,317,257.36	\$416,307.01	\$900,950.35

Sapulpa Public Schools

Cash Balances

Options: Fiscal Years: 2023, Funds: 81, As Of Date: 3/31/2023, Account Types: All

Cash By Account and Fund			
AC 0101	AMERICAN HERITAGE 1825474		
2023	81	GIFT FUND	\$18.68
			<hr/>
		Total AC 0101	\$18.68
AC 8101	ALLEN SCHOLARSHIP ENDOWMENT		
2023	81	GIFT FUND	\$167.32
			<hr/>
		Total AC 8101	\$167.32
AC 8103	NAIFEH SCHOLARSHIP ENDOWMENT		
2023	81	GIFT FUND	\$76.14
			<hr/>
		Total AC 8103	\$76.14
AC 8104	DONNA HOLBROOK SCHOLARSHIP		
2023	81	GIFT FUND	\$1,316.95
			<hr/>
		Total AC 8104	\$1,316.95
AC 8111	ALLEN SCHOLARSHIP CD 4401		
2023	81	GIFT FUND	\$55,000.00
			<hr/>
		Total AC 8111	\$55,000.00
AC 8114	HOLBROOK SCHOLARSHIP CD		
2023	81	GIFT FUND	\$10,000.00
			<hr/>
		Total AC 8114	\$10,000.00
			<hr/>
			\$66,579.09
			<hr/> <hr/>
Cash By Fund			
2023	81	GIFT FUND	\$66,579.09
			<hr/>
			\$66,579.09
			<hr/> <hr/>

General Fund
WORKING BUDGET

WADM

State Allocation (Initial) 12,510,409.44
 *Original Estimated Mid-Term Adj (558,940.60)
 *12/31/2022 Budget Revision based on Actual Mid-Term Adj 491,812.17
 Other State Revenue 5,310,970.29
 Local and County Revenue 8,093,676.72
 Federal Grant Revenue 4,980,812.12
CURRENT YEAR REVENUE 30,828,740.14

 Prior Year Carryover 3,438,667.40
Total Revenue 34,267,407.54

	Budgeted 2022-23	Encumbered As of 3/31/2023	Variance
	12,510,409.44		
	(558,940.60)		
	491,812.17		
	5,310,970.29		
	8,093,676.72		
	4,980,812.12		
CURRENT YEAR REVENUE	30,828,740.14		
	<u>3,438,667.40</u>		
Total Revenue	34,267,407.54		
Projected Expenses			
Certified Salaries	15,684,733.00	15,697,165.72	(12,432.72)
Support Salaries	5,389,792.00	5,338,276.16	51,515.84
Certified Benefits	4,626,996.00	4,627,192.67	(196.67)
Support Benefits	1,575,183.00	1,571,588.24	3,594.76
Purchased Professional & Technical Services	600,000.00	381,985.64	218,014.36
Contracted Property Services	400,000.00	254,288.98	145,711.02
Other Contracted Services	600,000.00	630,157.30	(30,157.30)
Supplies & Materials	1,700,000.00	1,869,921.49	(169,921.49)
Property Expenses	50,000.00	57,057.90	(7,057.90)
Other Objects	400,000.00	545,209.90	(145,209.90)
	-	-	-
Total Expenses	31,026,704.00	30,972,844.00	53,860.00
Projected Carryover	3,240,703.54	10.51%	

*The state department added funds to the State Aid Formula. This information was not known while preparing the original budget.

UTILITIES COMPARISON 2020-21 TO 2022-23

	410	623	624	625	627	MO	YTD			
	<u>Water</u>	<u>Diesel</u>	<u>Electricity</u>	<u>Gasoline</u>	<u>Nat'l Gas</u>	<u>TOTAL</u>	<u>TOTAL</u>	<u>MONTHLY</u>	<u>YEAR</u>	
								<u>INCR/DECR</u>	<u>INCR/DECR</u>	<u>%</u>
Jul 20	7,504		0		2,429	9,933	9,933	-44,789	-44,789	-450.92%
Aug 20	12,954	1,762	45,182	746	2,225	62,870	72,802	-4,351	-49,141	-67.50%
Sep 20	13,694	3,558	58,396	1,142	2,769	79,559	152,361	-8,071	-57,212	-37.55%
Oct 20	16,814	7,674	57,472	2,760	3,155	87,875	240,236	-18,306	-75,518	-31.43%
Nov 20	18,346	7,728	50,184	1,452	4,687	82,397	322,633	-17,913	-93,431	-28.96%
Dec 20	17,205	5,926	34,191	1,271	7,136	65,729	388,363	-10,131	-103,562	-26.67%
Jan 21	14,490	3,226	29,178	892	12,302	60,088	448,450	-4,996	-108,558	-24.21%
Feb 21	16,374	8,994	29,777	1,937	15,536	72,617	521,068	1,018	-107,539	-20.64%
Mar 21	15,956	6,443	29,168	1,247	33,530	86,345	607,413	14,960	-92,579	-15.24%
Apr 21	13,183	12,146	29,306	2,385	10,674	67,694	675,107	7,502	-85,078	-12.60%
May 21	13,819	15,220	27,752	4,436	8,679	69,906	745,013	26,346	-58,731	-7.88%
Jun 21	19,708	12,494	30,586	2,609	3,519	68,916	813,929	28,125	-30,606	-3.76%
Jul 21	6,122		31,962	0	1,042	39,126	39,126	29,193	29,193	74.61%
Aug 21	13,241	634	52,342	3,172	2,223	71,612	110,738	8,743	37,936	34.26%
Sep 21	17,934	5,877	59,873	2,931	3,471	90,085	200,823	10,526	48,462	24.13%
Oct 21	17,120	14,216	70,644	3,824	3,934	109,738	310,561	21,863	70,325	22.64%
Nov 21	18,411	14,199	66,410	4,413	4,958	108,392	418,953	25,995	96,320	22.99%
Dec 21	7,965	11,911	40,804	3,383	2,056	66,119	485,072	389	96,709	19.94%
Jan 22	25,545	10,401	33,918	2,202	17,473	89,539	574,611	29,451	126,161	21.96%
Feb 22	13,927	11,397	33,576	2,798	27,764	89,462	664,073	16,845	143,005	21.53%
Mar 22	16,023	9,123	35,250	3,656	14,870	78,922	742,994	-7,424	135,581	18.25%
Apr 22	16,418	14,597	33,771	9,593	27,204	101,582	844,577	33,888	169,470	20.07%
May 22	17,513	21,702	37,776	8,541	10,822	96,355	940,931	26,448	195,918	20.82%
Jun 22	22,543	16,329	40,916	5,941	4,027	89,756	1,030,687	20,840	216,758	26.63%
July 22	9,184	5,611	50,686	5,534	95	71,110	71,110	31,984	31,984	81.75%
Aug 22	23,101	0	70,521	0	2,708	96,330	167,440	24,718	56,702	51.20%
Sep 22	16,071	10,170	86,958	5,048	2,891	121,138	288,579	31,053	87,756	43.70%
Oct 22	20,265	23,758	89,601	4,500	3,864	141,988	430,566	32,250	120,005	38.64%
Nov 22	16,960	20,012	83,509	6,191	7,809	134,481	565,047	26,089	146,094	34.87%
Dec 22	9,014	20,570	49,948	3,929	3,585	87,045	652,092	20,926	167,020	34.43%
Jan 23	30,375	13,946	51,219	2,827	42,875	141,242	793,335	51,703	218,724	38.06%
Feb 23	7,489	13,862	47,435	2,872	35,553	107,211	900,546	17,749	236,473	35.61%
Mar 23	14,512	14,203	49,340	3,749	31,279	113,082	1,013,628	34,160	270,634	36.42%

**SAPULPA PUBLIC SCHOOLS
TREASURER'S SUMMARY
MARCH 2023**

	GENERAL FUND	BUILDING FUND	CH NUTR FUND	BOND FUND	SINKING FUND	<u>TOTAL</u>
BEG BALANCE	6,659,444.22	584,361.49	1,060,421.93	1,192,501.41	5,661,218.72	\$ 15,157,947.77
DEPOSITS	2,387,712.30	31,473.56	55,001.13	0.00	154,036.96	\$ 2,628,223.95
Voided Transactions						
CHECKS ISSUED						
Current Year	2,496,540.96	91,317.14	108,681.81	26,943.15	0.00	\$ 2,723,483.06
Prior Year	0.00	0.00	0.00	0.00	0.00	\$ -
END BALANCE	6,550,615.56	524,517.91	1,006,741.25	1,165,558.26	5,815,255.68	\$ 15,062,688.66
Last Yr Same Month	6,289,463.81	610,532.95	811,742.51	1,921,147.56	5,319,033.15	\$ 14,951,919.98
Gain or (Loss)	\$ 261,151.75	\$ (86,015.04)	\$ 194,998.74	\$ (755,589.30)	\$ 496,222.53	

We are monitoring the Sinking Fund closely. A total of \$6,637,137.50 is due in bond payments by June 1. The April deposit is \$569,740.45, which means a minimum deposit of \$252,141.37 will be required in May to make these payments.

I CERTIFY THAT THIS REPORT, SUMMARIZED ON PAGES 1, 2, AND 3
IS CORRECT AND IN ACCORDANCE WITH THE RECORDS.



Kenda Terrones, Treasurer

<u>GENERAL FUND</u>	<u>PREVIOUS TOTAL</u>	<u>CURRENT MONTH</u>	<u>NEW YR-TO-DATE</u>
<u>Local Revenue</u>			
Current Ad Valorem	6,051,370.15	170,076.64	6,221,446.79
Prior Ad Valorem	188,744.36	39,966.06	228,710.42
Homestead & In Lieu Tax	34,042.06	2,685.70	36,727.76
Interest Earned	117,571.54	44,835.58	162,407.12
Rental of Facilities	1,000.00	0.00	1,000.00
Sale of Surplus Equipment	0.00	0.00	0.00
Insurance Recovery	0.00	0.00	0.00
Workers' Compensation	0.00	0.00	0.00
Misc Reimbursements	114,337.64	4,122.20	118,459.84
Donations and Contributions	35,399.12	10,000.00	45,399.12
Repayment from CNF	0.00	0.00	0.00
Repayment from Activity Fd	<u>188,730.25</u>	<u>590.00</u>	<u>189,320.25</u>
Local TOTALS	6,731,195.12	272,276.18	7,003,471.30
<u>County Revenue</u>			
Mill Levy	604,792.82	20,342.18	625,135.00
Mortgage Tax	<u>81,961.37</u>	<u>15,130.02</u>	<u>97,091.39</u>
County TOTALS	686,754.19	35,472.20	722,226.39
<u>State Revenue</u>			
Gross Production	214,440.71	17,561.88	232,002.59
Auto Tags	988,635.27	128,066.06	1,116,701.33
School Land	369,626.28	41,995.14	411,621.42
Tax Stamps & Other Misc	3,330.11	509.42	3,839.53
Farm Implement Tax Stamp	0.00	0.00	0.00
State Aid (Fdn. & Incentive)	7,841,682.07	1,121,641.61	8,963,323.68
Flexible Benefit	1,709,367.08	241,089.09	1,950,456.17
Alternative Ed/High Challenge	94,370.27	0.00	94,370.27
Staff Development	0.00	0.00	0.00
National Board Cert Stipends	39,050.00	0.00	39,050.00
Reading Sufficiency	57,568.40	0.00	57,568.40
State Textbook Allocation	148,661.32	21,237.33	169,898.65
Redbud	11,153.21	0.00	11,153.21
Driver's Education	0.00	0.00	0.00
Okla Parents as Teachers	0.00	0.00	0.00
State Land Reimbursement	0.00	0.84	0.84
State Misc/ACE Technology	1,500.00	0.00	1,500.00
State Misc/ACE Remediation	0.00	0.00	0.00
State Misc/Gear Up (022)	0.00	0.00	0.00
Robotics Grant (3690)	0.00	0.00	0.00
Vocational Salaries	15,420.00	3,660.00	19,080.00
Voc. Incentive Assistance	36,446.00	18,223.00	54,669.00
Okla Education Lottery Fund	<u>15,000.00</u>	<u>0.00</u>	<u>15,000.00</u>
State TOTALS	11,546,250.72	1,593,984.37	13,140,235.09
<u>Federal Revenue</u>			
	<u>Y-T-D</u>	<u>CUR</u>	<u>Y-T-D</u>

FEMA	0.00	0.00	0.00
Title VII - Indian Ed (561)	114,296.34	49,337.60	163,633.94
JROTC	44,822.90	5,967.76	50,790.66
SIG Grants -Liberty	0.00	0.00	0.00
Title I (511)	389,834.38	1,013.67	390,848.05
Title II Part A (541)	64,217.31	26,272.79	90,490.10
IDEA-B Flow Thru (621)	534,106.57	123,438.84	657,545.41
IDEA-B Preschool 3-5 (641)	17,667.60	6,388.99	24,056.59
Title 10 (596)	20,713.93	0.00	20,713.93
JOM (563)	42,750.76	0.00	42,750.76
CARES Act	1,318,656.74	273,559.90	1,592,216.64
Carl Perkins (421)	<u>33,509.93</u>	<u>0.00</u>	<u>33,509.93</u>
Federal TOTALS	2,580,576.46	485,979.55	3,066,556.01
TOTAL GEN FUND	21,544,776.49	2,387,712.30	23,932,488.79
 <u>BUILDING FUND</u>			
Current Taxes	861,644.00	24,289.87	885,933.87
Prior Taxes	27,951.89	5,707.84	33,659.73
In Lieu of Taxes	5,952.03	375.73	6,327.76
Facility Rental	9,200.00	1,100.00	10,300.00
Insurance Recovery	0.00	0.00	0.00
Farm Implement Tax Stamp	0.00	0.00	0.00
State Land Reimbursement	0.00	0.12	0.12
FEMA	0.00	0.00	0.00
Donations and Contributions	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Building Fund TOTALS	904,747.92	31,473.56	936,221.48
 <u>CHILD NUTR FUND</u>			
Local (Meals, Interest, etc)	328,332.01	40,037.73	368,369.74
State Reimbursement	91,375.26	14,963.40	106,338.66
Federal Reimbursement	<u>908,248.47</u>	<u>0.00</u>	<u>908,248.47</u>
Child Nutrition Fund TOTALS	1,327,955.74	55,001.13	1,382,956.87
 <u>TOTAL GF/BF/CNF</u>	 23,777,480.15	 2,474,186.99	 26,251,667.14
 <u>BOND FUND</u>			
Interest	0.00	0.00	0.00
Sale of New Bonds	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Bond Fund TOTALS	0.00	0.00	0.00
 <u>SINKING FUND</u>			
Current Taxes	4,281,240.93	120,688.82	4,401,929.75
Prior Taxes	152,724.49	31,480.67	184,205.16
In Lieu of Taxes	31,268.85	1,866.87	33,135.72
Interest/In Lieu Reimb	0.00	0.00	0.00
State Land Reimbursement	0.00	0.00	0.00
Farm Implement Tax Stamp	0.00	0.00	0.00
Premium on Bonds Sold	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Sinking Fund TOTALS	4,465,234.27	154,036.36	4,619,270.63
 <u>INSURANCE REIMBURSEMENT FUND</u>	 0.00	 0.00	 0.00
GRAND TOTAL	28,242,714.42	2,628,223.35	30,870,937.77



THE UNIVERSITY OF TULSA
Department of Education

March 30, 2023

RE: Memorandum of Understanding with The University of Tulsa for Classroom Student Teachers

Attached is the 2023-2024 academic year Memorandum of Understanding with The University of Tulsa for Student Teachers. Please obtain the appropriate Superintendent signature and signature of your Board President.

After signatures are obtained, please keep a copy for your records and select one of the options for returning the MOU to the Department of Education at TU:

Option 1- US mail to:

Dr. Jolly Meadows
Coordinator of Field Services
Department of Education
The University of Tulsa
800 S. Tucker Drive
Tulsa, OK 74104

Option 2- Email to:

jolly-meadows@utulsa.edu
and
katy-gallagher@utulsa.edu

If you have any questions regarding the MOU, please contact Jolly Meadows at 918-631-2752 or by e-mail at jolly-meadows@utulsa.edu.

Thank you for your assistance.

Sincerely,

Jolly Meadows

Phone: 918-631-2752

e-mail: jolly-meadows@utulsa.edu

**AGREEMENT
Between**

**UNIVERSITY OF TULSA
Acting for and on behalf of its
TEACHER EDUCATION PROGRAM**

And

SAPULPA PUBLIC SCHOOLS

For

TEACHER EDUCATION PROGRAM

THIS AGREEMENT is made and entered into this 1st day of July 2023, by and between **THE UNIVERSITY OF TULSA, acting on behalf of its Teacher Education Program ("University")**, and **INDEPENDENT SCHOOL DISTRICT NO. 33 OF CREEK COUNTY, OKLAHOMA, a/k/a SAPULPA PUBLIC SCHOOLS ("SPS")**.

WITNESSETH:

SECTION 1: SPS agrees to provide the authorization, supervision and instruction of student teachers completing their student teaching portion of teacher preparation and to provide pre-student teaching observation and participation activity in the Teacher Education Program.

SECTION 2: SPS agrees to accept for assignment to cooperating teachers in the public schools a certain number of students enrolled in the University's Teacher Education Program. SPS further agrees the cooperating teacher will give direct supervision to the student teacher assigned and will work with a faculty member assigned by the University in directing and evaluating the student teacher experience.

SPS further agrees to provide student teacher supervision, instruction, mentoring or assistance, as needed by various staff members to enhance and develop the student teacher's ability to effectively educate children in an urban educational environment including, but not limited to, identifying, and serving children with disabilities, serving children from diverse socio-economical populations, and serving children with foreign language barriers.

SECTION 3: All arrangements for the placement or removal of student teachers will be coordinated through SPS building administrators and University's Department of Education Coordinator of Field Services. If a student teacher fails to comply with the requirements of this

Agreement or to perform to the satisfaction of SPS, the University will, upon written request by SPS, immediately remove that student teacher from the school.

SECTION 4: The University and its student teachers will comply with all applicable federal and state laws and regulations and will comply with all SPS policies, rules, and regulations (available for review at www.sapulpaps.org) while on SPS premises or performing services under this Agreement. The University and its student teachers will keep confidential and not disclose to any person or entity any records or other documentation, including progress notes which may constitute student records as defined in the Family Educational Rights and Privacy Act unless such disclosure is authorized under the Act or pursuant to court order.

SECTION 5: To the extent allowed by law, each party shall save and protect the other, and indemnify the other from all legal liability resulting in injury, death, or damages, including costs and attorney fees, caused by or arising out of the indemnifying party's negligent or willful misconduct in the supervision of students pursuant to this agreement or resulting from the negligent or intentional acts or omissions of the parties, its student teachers, officers, agents, employees, or contractors.

SECTION 6: It is not the intention of the parties to form a joint venture or partnership. This Agreement shall not be construed to create an employment or agency relationship between the University and SPS or any of their respective employees, student teachers or agents. SPS and the University shall, at all times, act and function pursuant to this Agreement and hold themselves out as independent contractors. The University agrees and affirms that all University employees entering upon SPS property under the provisions of this Agreement are and shall be covered by worker's compensation insurance to the extent required by applicable law and that SPS shall, in no event, be required to provide such coverage for the University's student teachers and employees.

SECTION 7: SPS and the University agree that student safety is a top priority. In an effort to protect the students' safety, the University agrees that it will not place any individual on SPS property, whether as a student teacher, officer, agent, employee, or contractor, if that person has been convicted of a felony or has been convicted of any crime involving moral turpitude. The University hereby certifies that none of its student teachers and none of its employees working on SPS property are currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders' Registration Act or the Mary Rippy Violent Offender Registration Act. The University shall submit written proof to SPS that all student teachers and faculty supervisors coming on to SPS property have passed background checks. While there is no drug/alcohol screening requirement for the University student teachers and faculty supervisors, they shall be subject to drug/alcohol testing pursuant to the District's policies and regulations regarding such matters as if they are employees of the District (www.sapulpaps.org) All University employees and student teachers must have in their possession, at all times, a current photo ID which identifies them as a student teacher or employee of the University and, if required by SPS, a SPS photo ID authorizing access to a specific SPS site. If at any time a student teacher or University employee demonstrates actions which are inappropriate or create a disruption within a school, the principal may require that

such person leave SPS property and not return without specific permission of the principal, and District personnel.

SECTION 8: Neither SPS, nor its employees, shall receive compensation from the University for services performed under this Agreement in support of the University's Teacher Education Program. The University may, however, with SPS's consent, pay a reasonable and customary honorarium to cooperating teachers or, alternatively, may provide cooperating teachers a tuition waiver to enroll in a University course upon completion of their supervision of a student teacher.

SECTION 9: All notices to be made under this Agreement shall be made in writing and delivered by personal delivery by commercial delivery service, or by certified United States mail, return receipt requested, to the following addresses:

If to the University: **The University of Tulsa**
 Department of Education
 ATTN: Jolly Meadows
 Coordinator of Field Services
 800 South Tucker Drive
 Tulsa, OK 74104
 jolly-meadows@utulsa.edu

If to SPS: **Sapulpa Public Schools**
 Attn: Superintendent
 511 East Lee Ave
 Sapulpa, OK 74066

With a copy to: **Sapulpa Public Schools**
 Attn: _____
 511 East Lee Ave
 Sapulpa, OK 74066

SECTION 10: This Agreement sets forth the entire agreement between the parties as to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

SECTION 11: This Agreement is for a period of one (1) year beginning July 1, 2023 and ending June 30, 2024. Either party may terminate this Agreement, without cause, upon sixty (60) days written notice. Student teachers enrolled in the University's Teacher Education Program and assigned to a SPS site at the time such notice is given will be afforded the opportunity to complete their assignment notwithstanding such early termination.

IN WITNESS WHEREOF, the University and SPS have executed this Agreement as of the day and year first written above.

**THE UNIVERSITY OF TULSA,
acting for and on behalf of its
TEACHER EDUCATION PROGRAM**

By: *Kirsten Olds*
Name: Kirsten Olds
Title: Interim Dean, Henry Kendall College of Arts & Sciences

By: *Elizabeth Smith*
Name: Elizabeth Smith
Title: Chair, Department of Education

“UNIVERSITY”

**INDEPENDENT SCHOOL DISTRICT NO. 33
OF CREEK COUNTY, OKLAHOMA, a/k/a
SAPULPA PUBLIC SCHOOLS (SPS)**

SAPULPA PUBLIC SCHOOLS BOE

By: _____
Name (print): _____
Title: Sapulpa Public Schools BOE President

SAPULPA PUBLIC SCHOOLS

By: _____
Name (print): _____
Title: Sapulpa Public Schools Superintendent

“SPS”

AGREEMENT
Between

Oral Roberts University
Acting for and on behalf of its
TEACHER EDUCATION PROGRAM(S)

And

SAPULPA PUBLIC SCHOOLS

For

TEACHER EDUCATION PROGRAM

THIS AGREEMENT is made and entered into on this 10 day of April, 2023, and is set to begin July 1, 2023 and end on June 30, 2024. By and between acting for Oral Roberts University (ORU), on behalf of its Teacher Education Program and Sapulpa Public Schools (SPS).

WITNESSETH:

SECTION 1. SPS agrees to provide the authorization, supervision, and instruction of ORU student teachers/observers participating in ORU's Education Program and to provide observation and participation activity in the Teacher Education Program.

SECTION 2. SPS agrees to accept for assignment to cooperating teachers in the public schools an agreed upon number of students enrolled in ORU's Education Program course. SPS further agrees the cooperating teacher will give direct supervision to the student teacher/observer assigned and will work with a faculty member assigned by xxx in directing and evaluating the student teacher/observer experience.

ORU further agrees to provide student teacher/observer supervision, instruction, mentoring or assistance, as needed by various staff members to enhance and develop the student teacher's/observer's ability to effectively educate children in an urban educational environment. Including, but not limited to; identifying and serving children with disabilities, serving children from diverse socio-economical populations, and serving children with foreign language barriers.

SECTION 3. All arrangements for the placement or removal of student teacher/observers will be coordinated through Donia Doudican, Executive Director of Teaching and Learning, (ddoudican@sapulpaps.org), or Johnny Bilby, Assistant Superintendent, (jbilby@sapulpaps.org). If a student teacher/observer fails to comply with the requirements of this Agreement or to perform to SPS's satisfaction, ORU will be contacted and so informed. If such issues are not resolved to UPS's satisfaction, ORU will, upon written request by SPS, immediately remove that student teacher/observer from the school.

SECTION 4. ORU and its student teachers/observers will comply with all applicable federal and state laws and regulations and will comply with all SPS policies, rules and regulations and all ORU procedures while on SPS premises or performing services under this Agreement. ORU and its student teachers/observers will keep confidential and not disclose to any person or entity any records or other documentation, including progress notes which may constitute student records as defined in the Family Educational Rights and Privacy Act unless such disclosure is authorized under the Act or pursuant to court order.

SECTION 5. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. Any action arising out of or relating to this Agreement or to its breach shall be brought only in the federal or state courts sitting in Tulsa County, Oklahoma, and both parties submit to the exclusive jurisdiction of such courts. Nothing contained herein shall constitute a waiver by either party of sovereign immunity or of immunity or benefits afforded by the Eleventh Amendment to the constitution of the United States of America.

SECTION 6. Each party shall be responsible for its own acts and omissions and the acts and omissions of its student teachers/observers, employees, officers, directors, agents and contractors. A Party shall not be liable for any claims, demands, actions, costs, expenses and liabilities, including reasonable attorneys' fees, which may arise in connection with the other party's acts or omissions, or the acts or omissions of the other party's student teachers/observers, employees, officers, directors, agents or contractors, including negligent or intentional acts or omissions, or failure to perform any of their obligations under this Agreement.

SECTION 7. It is not the intention of the parties to form a joint venture or partnership. This Agreement shall not be construed to create an employment or agency relationship between ORU and SPS or any of their respective employees, student teachers/observers or agents. SPS and ORU shall, at all times, act and function pursuant to this Agreement and hold themselves out as independent contractors. ORU agrees and affirms that all ORU employees entering upon SPS property under the provisions of this Agreement are and shall be covered by worker's compensation insurance to the extent required by applicable law and that SPS shall, in no event, be required to provide such coverage for ORU's student teachers/observes and employees.

SECTION 8. SPS and ORU agree that student safety is a top priority. In an effort to protect the student's safety, ORU agrees that it will not place any individual on SPS property, whether as a student teacher/observer, officer, agent, employee or contractor, if that person has been convicted of a felony or has been convicted of any crime involving moral turpitude. ORU hereby certifies that none of its student teachers/observers and none of its employees working on SPS property are currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders' Registration Act or the Mary Rippy Violent Offender Registration Act. All ORU employees and student teachers/observers must have in their possession, at all times, a current photo ID which identifies them as a student teacher/observer or employee of ORU and, if required by SPS, a SPS photo ID authorizing access to a specific SPS site. If at any time a student teacher/observer or ORU employee demonstrates actions which are inappropriate or create a disruption within a school, the principal may require that such person leave SPS property and not return without specific permission of the principal and/or the Executive Director of Elementary or Secondary Education.

SECTION 9. Neither SPS, nor its employees, shall receive compensation from ORU for services performed under this Agreement in support of ORU's Teacher Education Program. ORU may, however, with SPS's consent, provide cooperating teachers a tuition waiver to enroll in an ORU course upon completion of their supervision of a student teacher/observer.

SECTION 10. All notices to be made under this Agreement shall be made in writing and delivered by personal delivery by commercial delivery service, or by certified United States mail, return receipt requested, to the following addresses:

If to ORU: Oral Roberts University
Attn: Kathaleen Reid-Martinez, Provost
7777 S. Lewis Ave., Tulsa, OK 74171

If to SPS: Sapulpa Public Schools
Attn: Rob Armstrong, Superintendent
511 East Lee Ave., Sapulpa OK, 74066

With a copy to:

Sapulpa Public Schools
Attn: Johnny Bilby
Assistant Superintendent

SECTION 11. This Agreement sets forth the entire agreement between the parties as to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written.

SECTION 12. Either party may terminate this Agreement, without cause, upon sixty (60) days written notice. Student teachers/observers enrolled in ORU's Teacher Education Program and assigned to a SPS site at the time such notice is given will be afforded the opportunity to complete their assignment notwithstanding such early termination.

IN WITNESS WHEREOF, ORU and SPS have executed this Agreement as of the day and year first written above.

Oral Roberts University
Acting for an on behalf of it's
TEACHER EDUCATION PROGRAM

By:
Name: Kathaleen Reid-Martinez
Title: Provost

Sapulpa Public Schools

By:
Name:
Title:

Approved as to Form:



MEMORANDUM OF UNDERSTANDING
between

_____ **School District and HORIZON: Digitally Enhanced Campus**

This Memorandum of Understanding (MOU) is entered into this ____ day of _____, 2023 between _____ School District (“District”), and Horizon: Digitally Enhanced Campus of the Oklahoma Statewide Virtual Charter School Board (“Horizon”).

I. INTRODUCTION

The Horizon Consortium is a network of school districts who provide access to online content and professional development through license agreements sponsored by Horizon.

Title 70, Section 1210.704 of the Oklahoma Statutes mandates the provision of a statewide online learning platform to provide high quality online learning opportunities for Oklahoma students that are aligned with the subject matter standards adopted by the State Board of Education. Additionally, Title 70, Section 3-145.3 of the Oklahoma Statutes mandates state negotiation with online vendors to provide a state rate price to school districts for supplemental online courses. Further, Oklahoma Administrative Code 777:15-1-4 requires that the price offered does not exceed the lowest price at which the course is offered by use or sale to any state, public school, or school district in the United States.

II. ROLES AND RESPONSIBILITIES

District agrees to perform the following duties and responsibilities:

- a) Student access to curriculum content under the Concurrent License model will be shared by all consortium member schools through a licensing agreement with contracted vendors. Curriculum content under the Student License model is student-specific and linked uniquely to the respective district. District may make A La Carte purchases directly from the vendor or through Horizon reimbursement if purchasing through this MOU.
- b) Compliance with all state/federal mandates will be the responsibility of District.
- c) District must provide, at its expense, server set up equipment (*if required*) and computers to be used by students when accessing content on-site.
- d) District will determine the individual students, their ages, and curriculum needs in providing access to virtual online content.

- e) District will participate in Professional Development and training required to ensure fidelity of program delivery. The training is provided to District by Horizon and online vendors at no cost. District will ensure participation by appropriate personnel. Horizon assumes no responsibility for the use of software access as applied by District. Required Professional Development (PD) shall include:
 - Edgenuity: A minimum of 1 on-site and 1 webinar for new districts. Existing districts will participate in a minimum of 1 PD session. One webinar for each enhanced feature purchased is also required.
 - Edmentum: A minimum of 1 PD session.
 - FlexPoint: A minimum of 1 PD session.
- f) District is responsible for transcription of the online course credits for its students. Horizon is not responsible for awarding credits.
- g) Horizon recommends that assessments be conducted in a proctored setting.
- h) District will provide a primary and billing point-of-contact for communications with Horizon.
- i) Upon submission of the MOU, District will identify how many licenses under each model they intend to use during the 2023-24 school year and will complete the online [License Commitment Form](https://horizon.ok.gov/license-commitment-form/) (<https://horizon.ok.gov/license-commitment-form/>). Execution of the MOU indicates a commitment by the District to purchasing said licenses. Payment for these initial licenses shall be made by September 1, 2023. Additional licenses can be purchased throughout the contract period upon written request of District via submission of an additional License Commitment Form. Payment for additional licenses shall be made within 45 days of invoice.

Horizon agrees to perform the following duties and responsibilities:

- a) Horizon will negotiate contracts with online vendors and purchase for District all licenses. Horizon will invoice District the negotiated consortium state rate according to the License Commitment Form submitted by District.
- b) Horizon may deduct an additional 30% for each license purchased by new Horizon Consortium members. Horizon legacy members (*members in year 2 or beyond*) will receive a 20% discount for each license. As Horizon funds are limited, discounts will be provided on a first come first served basis, and require license commitment by District before May 20, 2023, unless otherwise approved by Horizon.
- c) Horizon will collaborate with District to coordinate professional development opportunities provided by the online vendors. The accompanying professional development fees will be paid by Horizon.

III. TERM

The term of the agreement is for the 2023-24 school year and terminates on June 30, 2024. To continue the relationship of the parties, a new agreement must be executed. All payments by and through Horizon are subject to agency budget approval.

IV. STUDENT DATA ACCESSIBILITY, TRANSPARENCY, AND ACCOUNTABILITY

Horizon maintains the right to access district and student usage and success reporting data including the following: course access, student usage, course completion rates, student course disabled data, and progress by time. This data will only be used for comparative analysis and to validate modifications made throughout the school year. Individual student names will not be used in any reporting.

V. EMPLOYMENT RELATIONSHIP

This MOU does not create an employment relationship between District and Horizon. At no time during the performance of this MOU shall District have authority to obligate the Horizon for payment of goods and services. District shall not make any promise of expenditure of funds by Horizon over the amount of funds Horizon has agreed to expend for this MOU.

VI. ASSIGNMENT

The rights and obligations of Horizon and District may not be assigned or transferred to any other person, firm, or corporation without prior written consent of all parties.

VII. DISPUTE RESOLUTION

Any claims, disputes, or litigation arising from the MOU shall be governed by the laws of the State of Oklahoma. Venue for any action shall be in the District Court for Oklahoma County, Oklahoma.

VIII. AMENDMENTS

Any change to this MOU must be approved in writing by both parties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have caused this Agreement to be executed as of the day and year first set forth above.

DISTRICT

Horizon: Digitally Enhanced Campus

Signature DATE

Rebecca Wilkinson 4/3/23

Signature DATE

Print Name Title

Rebecca Wilkinson Executive Director

Print Name Title

To: School Work Study (SWS) Schools (The contact person for your school)

It is time for all the school districts that have a Transition School-to-Work: School Work Study contract to sign a new contract for fiscal year 2024 (July 1, 2023 – June 30, 2024).

You are receiving this email with a new contract and the Vendor Information Form attached. **You will need to complete the “eSign”, which will automatically send them back to us for our signatures.** The forms will be tracked electronically from that point.

Please complete the entire eSign. Then please review the **entire contract** and find the indicated signature block for your eSignature. Follow the instructions.

Optional: If this email has been sent to someone other than the proper signatory, you may click the hyperlink that allows you to have someone else sign, or you may download a copy of the vendor form and contract then sign and email it back in its entirety to klowry@okdrs.gov.

We must receive the completed contract and Vendor Information Form before we can process your contract. Please submit as soon as possible so there are no delays in the processing of your contract.

Remember, the “EIN number” is your Federal ID Number.

Services beginning July 1, 2023 or after may not be provided until the Award of Contract has been issued.

If you have questions about signing the contract, please communicate with Jim Kettler and cc: Chris Compton at the Oklahoma Department of Rehabilitation Services. Their email addresses are jkettler@okdrs.gov at (405) 523-4812 and ccompton@okdrs.gov at (405) 605-9651. For SWS contract content and service questions, contact Renee Sansom Briscoe at rsansom@okdrs.gov or (405) 951-3488.

If there are planned personnel changes that affect this contract, please also provide the new information to Jim, Chris, and Renee at the above email addresses.

Thank you for your help in this matter.



The Workforce Innovation and Opportunity Act (WIOA) requires the Department of Rehabilitation Services (DRS) to collect and report Measurable Skill Gains for Youth.

In order to document these Measurable Gains, Vocational Rehabilitation Counselors need to obtain copies of students' secondary transcripts with parent or student consent if student is 18.

The Oklahoma State Department of Education Special Education Services (OSDE-SES) and the Oklahoma Department of Rehabilitation Services (ODRS) are requesting that LEAs collaborate with their local VR counselors to establish procedures to assist VR Counselors with obtaining students' secondary transcripts and/or report cards in order for them to meet compliance under the WIOA.

Here are some examples of effective procedures that VR Counselors have shared:

1. The VR Counselor obtains DRS signed releases from parents (see example) and provides the school with copies of them. Then the VR Counselor gets the students' transcripts from the counselor's office or special education teacher.
2. The VR Counselor obtains DRS signed releases from parents and provides the school with copies of them. The special education teacher sends students' transcripts to the VR Counselor at the end of each semester with the Student Work Student (SWS) time sheets.
3. The VR Counselor sends out the following letter to students each semester and encloses a self-addressed stamped envelope:

Dear [Client],

The first (second) semester of this school year is almost over and I hope it has been a good semester for you! I am required to document in your vocational rehabilitation file the close of this semester. To do so, I need you to provide me with this semester's grades. Please return either a high school transcript for (insert the fall or spring semester and the year) or report card in the self-addressed stamped envelope that I've enclosed with this letter or email me at (insert counselor's email address). Please call me if you have any questions at all! Thank you so much!!!

Thanks for your support as we work to improve outcomes for students with disabilities.

Renee Sansom Briscoe
Transition Coordinator
405-212-7789
rsansom@okdrs.gov

Lori Chesnut
Program Specialist
405-521-4802
lori.chesnut@sde.ok.gov

**STATE OF OKLAHOMA
DEPARTMENT OF REHABILITATION SERVICES
TRANSITION SCHOOL-TO-WORK: WORK STUDY**

This agreement, consisting of sixteen (16) pages (the “Contract”), is hereby made between the Oklahoma Department of Rehabilitation Services (“DRS”) and

**Sapulpa Public Schools
511 E. Lee Avenue
Sapulpa OK 74066-4633**

(“Contractor” or “School”), and constitutes the entire agreement between the DRS and the Contractor, and no other representations are given or should be implied from written or oral agreements or negotiations that preceded the Contract.

RECITALS

WHEREAS, the Oklahoma Department of Rehabilitation Services is authorized to make and enter into all contracts necessary or incidental to the performance of its duties, and may purchase or lease equipment, furniture, materials and supplies, and incur such other expenses as may be necessary to maintain and operate the Department, 74 O.S. § 166.1.C; and

WHEREAS, the Individuals with Disabilities Education Act (IDEA) and the Rehabilitation Act both provide for transition services for children with disabilities to facilitate the child’s movement from school to post-school activities including employment, 20 U.S.C. § 1401(34) and 29 U.S.C. § 721(a)(11)(D); and

WHEREAS, the Oklahoma Department of Rehabilitation Services is authorized by rules promulgated by the Oklahoma Commission for Rehabilitation Services at Subchapter 7 of Chapter 10 of Title 612 of the Oklahoma Administrative Code to implement the Transition from School-to- Work Program; and

WHEREAS, in the School-to-Work program, there are many services needed. Some of these services are provided by the school under the individualized education plan (IEP) and some are provided by the Oklahoma Department of Rehabilitation Services under the individualized plan for employment (IPE). Other services may be provided by the parents, Career Tech, and others. A major component of the Transition School-to-Work program is work-readiness training and work experience. The work experience can be provided through Work Adjustment Training or the three types of Work Study Programs.

NOW THEREFORE, the parties agree as follows:

I. Contract Period

The Contract is effective from the latest date of signature of both parties or July 1, 2023, whichever is the latter, through June 30, 2024. The Contract may be renewed for two additional one-year periods upon written agreement of the DRS and the Contractor.

II. Contract Services

Students eligible to participate in Work Study (School Work Study, Worksite Learning, Employer Work Study) include those:

- with documented disabilities (includes IEP, 504 Plan, or other documents), who have been determined eligible for DRS services or are on a trial work plan, as determined by the DRS counselor;
- with an approved DRS case;
- with an individualized plan for employment (IPE) in place;
- with School Work Study (SWS) as a line of service on the IPE;
- who are at least 16 years of age; and
- who are attending high school.

All students participating in Work Study shall be DRS clients.

Students participating in Work Study may do so for **no more than 24 cumulative months**, as pre-authorized in the form of Authorization(s) for Purchase(s) provided by the DRS counselors prior to the students starting work. In order for the School to be reimbursed for wages paid to a student participating in School Work Study and/or Worksite Learning, the School must have received pre-authorization in the form of an Authorization for Purchase from the DRS counselor prior to the student starting work.

The months do not need to be consecutive. Based on individual needs and barriers due to disability, there may be exceptions where the student requires more time to make additional progress. In that instance, the DRS counselor may authorize additional time. Summer months spent in Work Study count in the 24 cumulative months. Transportation, scheduling, administrative or family convenience, or family/individual income needs are not acceptable reasons to extend Work Study beyond 24 cumulative months.

Participating students may work **no more than 15 cumulative hours per week during the school year** (i.e., during the day, evenings, weekends, or holidays). In each of the cases described above, the students **must** be given school credit for their participation during the school day, and the School staff and the DRS counselor will provide important guidance and instructional help around the work experience. If the student works after school hours, in the evening or on weekends, the School may also choose to give the student school credit and is encouraged to do so to support earning elective credits. The School will provide staff to work with the DRS counselor in the area of transition. The School will have at least one person designated to serve as the “teacher/transition coordinator”. Paraprofessionals could serve as

transition coordinator or could also be assigned to help with the process and documentation. The School agrees to provide designated staff time for performing the needed duties related to transition. The School agrees to fully inform the staff responsible for carrying out the duties set forth in the Contract. This includes providing all necessary staff with a copy of the Contract.

Students wishing to continue working through the summer as part of Transition School-To-Work: Work Study may do so if the School's current contract, which expires June 30, is renewed for the following fiscal year that begins July 1st.

During the school year - The maximum number of hours worked per student that is reimbursable by the DRS **cannot** exceed 15 cumulative hours per week during the school year. The DRS will reimburse 100% of the wages paid by the School for a maximum 15 cumulative hours per week

During the summer months - The maximum number of hours worked may exceed 15 cumulative hours and no more than 20 per week for summer work only when pre-approved by the DRS counselor. The DRS will reimburse 100% of the wages paid by the School for a maximum 20 cumulative hours per week. Students may work a maximum 20 cumulative hours per week beginning with the first day of summer break. However, upon the first day back to school, the students must go back to working no more than a maximum 15 cumulative hours per week. All Child Labor Laws apply and must be adhered to.

<https://www.dol.gov/general/topic/youthlabor>

The School is required to continue supervising, monitoring, and reporting on students working in the School or in the community during the summer.

Paid work positions must reflect **real work/jobs** and include tasks that would normally be a function of that position. The students must be learning skills that will transfer to competitive, integrated employment in the community. Classroom instructional time does not count as work. The School must ensure that students have access to a wide variety of work/job types and must also ensure the School has enough work to cover the number of students intended to participate in the program. Examples of work/jobs within the School include, but are not limited to, the following:

- office assistant/mail clerk - deliver mail/messages, stamping, sealing, organizing, cleaning, stocking, inventory, ordering, shredding, answering phones, making ID badges, laminating, taking messages, greeting visitors;
- transportation assistant - cleaning buses inside and out, light vehicle maintenance, checking fluids, tire pressure, assisting with trip tickets, cleaning bus barn;
- teacher's aide - reading to groups/individuals, cleaning, organizing, light grading, bulletin boards, listening to students read, engage students in activities, shredding, making copies;

- custodial -operating electric floor cleaning machines, simple maintenance, taking out trash, cleaning classrooms, sanitizing, dusting lockers and trophy cases, cleaning windows, restocking bathrooms, vacuuming rugs;
- manager of sports team - scorekeeping, ordering, inventory, hauling/moving equipment, washing towels, preparing water jugs and equipment for practices and games;
- information tech assistant - use compressed air to clean computers and keyboards, replacing batteries, mice, and keyboards, cleaning monitors, deliveries to students and/or teachers, organizing order tickets;
- clerk in school store or coffee/snack cart - greeting, stocking, inventory, organizing, ordering, taking orders, filling orders, taking money and making change, cleaning, making displays;
- cafeteria assistant - wiping down tables, taking out trash, loading dishes, preparing food and utensils, stocking, serving, organizing;
- library aide - greeting, accepting books, checking books out, shelving books, research, cleaning, organizing, doing displays, answering phones; and
- landscaping/maintenance - mowing, weed eating, edging, pulling weeds, cleaning up flower beds, planting flower beds, selecting flowers/plants, planting in flower beds, trimming trees/shrubs, raking and bagging leaves, picking up trash from parking lot or around school grounds, light repairs on school properties, such as replacing light bulbs, painting, exterminating pests, etc.

The same guidelines should be adhered to when selecting community placements for paid work experiences.

Unless approved by the DRS counselor in special circumstances, the final 9 months of the student's Work Study (School Work Study, Worksite Learning, Employer Work Study) must be in the community with an employer other than the School or school district.

Students may not work in their family-owned business unless approved by the DRS counselor. This includes farms and other businesses.

Students who are completing high school at the end of the school year and who are participating in services through the Contract must cease work upon their last day of school/graduation. They may not continue to work through School Work Study and/or Worksite Learning beyond their last day of high school.

A. Work Study Program

There are two types of Work Study through DRS:

1. School Work Study (SWS) allows students with disabilities to **work on the School campus**. The students are supervised or closely monitored by School personnel and the School pays the students a wage, with the **DRS making reimbursement to the School** for that payment. The **School maintains liability** for the students while working on campus.
2. Worksite Learning allows students with disabilities to **work in the community**. The students are supervised or closely monitored by School personnel and the School pays the students a wage, with the **DRS making reimbursement to the School** for that payment. The **School maintains liability** for the students while working off campus.

B. Other Work Opportunities

This is not a Work Study through DRS:

1. Employer Work Study allows students with disabilities employment experience in **part-time jobs in the community**, with the employers paying the wages/salary(ies). In this instance, the students are employees of the community employers, **employers maintain liability**, and **the DRS does not reimburse the employers for the wages/salary(ies)**.

C. Contractor's/School's Obligations

The Contractor's/School's designated teacher/transition coordinator shall:

1. be knowledgeable about the contents and requirements of the Contract;
2. obtain written pre-authorizations from the DRS counselors **before** initiating services for students (i.e., not starting a student to work before DRS has approved in writing);
3. serve as a member of the IEP team and make decisions for job placement as a team;
4. provide information regarding the program to School personnel, students, and parents;
5. provide job readiness instruction and assistance to the students in the program prior to starting their jobs (e.g., helping them prepare for interviewing for the potential position) through transition services or five core pre-employment transition services:
 - a. job exploration counseling;
 - b. work-based learning experiences;
 - c. counseling on opportunities for enrollment in postsecondary education (college, CareerTech, trade education, professional certification, etc.);
 - d. workplace readiness, including social and independent living skills; and
 - e. self-advocacy, including peer mentoring.
6. support students' job placement efforts, including tracking and regular follow up with students on their progress;
7. collaborate with the DRS counselor to keep track of all students who are taking

part in the program, their place of employment, job title, and the skills they are learning or practicing, at least once per semester or whenever new students join or job duties change;

8. assist with the coordination of the individualized education program (IEP) and the individualized plan for employment (IPE) to reflect the SWS services provided by DRS, including, but not limited to, present levels of performance, services, and annual education/training or employment goals on the IEP;
9. document such transition services or pre-employment transition services provided and completed by participating students;
10. provide such documentation to the DRS counselor at the end of each semester;
11. submit (at the same time and by the 15th of the following month or whenever payroll is run by the School for their payment cycle) monthly invoices/pay stubs, time sheets, progress reports, and proof of payment to students for reimbursement of the wages paid for students participating in School Work Study and/or Worksite Learning; and
12. ensure the electronic copy of the contract is routed to the appropriate person for signature and returned electronically to the DRS.

If claiming mileage reimbursement for the School's teacher/transition coordinator's travel to and from the job sites of participating Work Study students, the School shall submit monthly itineraries and travel claims that have been signed and verified by the School's designated signer.

D. DRS's Obligations

The DRS counselor shall:

1. provide pre-authorization in the form of an Authorization for Purchase to the School's teacher/transition coordinator prior to the School initiating services for each student participating in School Work Study and/or Worksite Learning;
2. provide a written/emailed approval to the School's teacher/transition coordinator prior to the initiation of a student's participation in Employer Work Study;
3. accept referrals, process applications, and help to organize the individualized education program (IEP) and the individualized plan for employment (IPE);
4. provide input on the IEP's employment goals, serve as a member of the IEP team, and make decisions for job placement as a team;
5. arrange work schedules to allow for meetings with School staff, the student in the program, parents, employers, and other people involved in the process;
6. organize and provide necessary services, such as, but not limited to vocational assessment & counseling and guidance;
7. provide the School's teacher/transition coordinator with updated information as it becomes available, upon request;
8. support students' job placement efforts, including tracking and regular follow up with students on their progress;
9. collaborate with the School's teacher/transition coordinator to keep track of all students who are taking part in the program, their place of employment, job title,

- and the skills they are learning or practicing, at least once per semester or whenever new students join or job duties change;
10. monitor students progress at job sites;
 11. ensure that the School or school district is submitting monthly timesheets, progress reports, proof of payments to students, and documentation of transition services or pre-employment transition services (as completed) on a regular basis;
 12. provide reimbursement to the School for wages paid to students participating in School Work Study and/or Work Site Learning;
 13. provide mileage reimbursement at the state rate for the School's teacher/transition coordinator's travel to and from job sites of students participating in School Work Study and/or Worksite Learning; and
 14. provide support in assisting students graduating into Employer Work Study.

E. Student Wage

1. The DRS and the School agree that students who are employed by the School as part of a training program are not independent contractors, but employees of the School. **The School agrees to deduct state and federal income tax from wages paid to the student.** The School is responsible for costs incurred for workers' compensation or other expenses not included in the minimum wage reimbursed by the DRS, as part of its contribution toward providing coordinated transition services outlined in the Individuals with Disabilities Education Act (IDEA) and the Workforce Innovation and Opportunity Act (WIOA).

2. The DRS and the School further agree that **IRS regulations provide that services performed by a student who is employed by the School in which the student is enrolled are not considered "employment" for purposes of FICA (Federal Insurance Contribution Act—Social Security and Medicare) and FUTA (Federal Unemployment Tax Act—employment tax) payroll deductions.** 26 C.F.R. § 31.3121(b)(10)-2(a)(1) and § 31.3306(c)(10)-2(b). The rules provide that the services performed by the student must be incident to and for the purposes of pursuing a course of study at the School. Section 31.3121(b)(10)-2(c). **The DRS and the School agree that students who are employed by the School as part of a training program are not subject to FICA or FUTA.** The employee/student must be enrolled and regularly attending classes at the School where they are employed to have the status of a student within the meaning of the regulations. This exemption does not apply if the student is working for a private employer through Employer Work Study, rather than the School, as part of an internship program. *The student must be employed by the School in order for the exception to apply.* The Oklahoma Employment Security Act provides that employment as part of a work-training program is exempt from the definition of "employment" and, therefore, not subject to the Act and, therefore, should not be documented as wages paid in quarterly submissions to the OESC. 40 O.S. §1-210 (15)(I). **At the end of the calendar year, students are to be provided a W-2 (Wage and Tax Statement), and not a 1099-Misc Form for Independent Contractors.**

3. In order for the School to be reimbursed for wages paid to a student participating in School Work Study and/or Worksite Learning, the School must have received pre-authorization in

the form of an Authorization for Purchase from the DRS counselor prior to the student starting work.

III. Compensation

A. Contract Amount

The DRS shall reimburse the Contractor as follows:

- school months –the current federal minimum wage. EXEMPT from FICA and FUTA, thus should not be taken out of the student’s check.
- summer months –the current federal minimum wage, plus FICA and FUTA, as summer months are NOT exempt due to the student not being enrolled at least half-time in school.

Payment shall be made upon receipt of properly completed and approved invoices/pay stubs, timesheets and progress reports documenting the provision of services and/or receipt of proper claims for reimbursement of travel expenses pursuant to the contract for services. By law the **DRS cannot pay** in advance. Neither the Contractor nor any other parties may rely upon any amount set by the DRS in the Contract, or otherwise, as a guaranty, warranty, or any other promise of receipt or payment of that amount, except for those goods and/or services provided to and accepted by the DRS pursuant to the Contract.

The **DRS will cancel the Contract if procedures are not followed** (e.g., putting students to work before authorized, inappropriate job placements, delayed billing, not submitting proper documentation as outlined in the contract). If a settlement/ratification agreement must be reached between the Contractor and the DRS, the Contractor will receive only 50% of the funds for which it is seeking reimbursement.

The Oklahoma State Constitution, Article 10, Section 23 states, “Balanced Budget - Procedures. The state shall never create or authorize the creation of any debt or obligation, or fund or pay any deficit, against the state, or any department, institution, or agency thereof, regardless of its form or the source of money from which it is to be paid, except as may be provided in this section and in Sections 24 and 25 of Article X of the Constitution of the State of Oklahoma.”

An express or written contract is a document evidencing, among other things, the mutual consent of the contracting parties. The written document becomes effective when the parties have signified their mutual consent by the act of signing it. The act of signing occurs when it occurs and applies only to events in the future.

To ensure you stay within the law and that you receive full compensation for services provided, please wait for official written documentation from your DRS counselors as to when a service may actually begin for an approved DRS client. The DRS CAN NOT backdate in order to pay for services for any youth with disabilities.

According to 70 O.S. § 5-142 school districts must conduct national criminal record background searches and fingerprinting on prospective employees. Therefore, the DRS will reimburse the school district up to \$45.00 per DRS client who:

- * is going to participate in School Work Study and/or Worksite Learning.
- * is at least 18 years of age. and
- * has not previously had a criminal background check completed by the school district or any other school district in Oklahoma.

This reimbursement will occur upon request and submission of properly completed documentation to the DRS counselor. If the Contractor chooses to request the expedited background check (\$58.00) from the Oklahoma State Department of Education, the Contractor will be responsible for any additional fees beyond the \$45.00.

B. Payment

The State of Oklahoma has forty-five (45) days from receipt of properly completed and approved invoices/pay stubs, timesheets and progress reports documenting the provision of services and/or receipt of proper claims for reimbursement of travel expenses pursuant to the contract for services to make payment to the Contractor. Invoices/pay stubs, timesheets, progress reports, and claims shall be sent to the DRS counselor who authorized services for each DRS client. **DRS cannot reimburse wages for School Work Study and/or Worksite Learning hours that were not pre-authorized in the form of an Authorization for Purchase provided by the DRS counselor prior to the student starting work.** The DRS counselor's name, address, and telephone number are shown on each DRS client's Authorization for Purchase. If the State of Oklahoma fails to make payment within the forty-five (45) days, the Contractor is eligible to receive interest on the unpaid balance due per State of Oklahoma Statutes. The Contractor is responsible for claiming the interest.

C. Lapse Of Invoices/Claims

Properly completed and approved invoices/pay stubs, timesheets, and progress reports documenting the provision of services and/or proper claims for reimbursement of travel expenses pursuant to the contract for services shall be submitted within ninety (90) calendar days of the provision of those services and/or incurrence of those travel expenses. Supporting encumbrances may be cancelled upon a lapse of six (6) months from the actual provision of services and/or incurrence of travel expenses pursuant to the contract for services, unless specified otherwise in the Contract.

IV. Standard Terms

A. Equal Opportunity/Non-Discrimination

The Contractor shall at all times comply with all federal laws relating to nondiscrimination, including but not limited to, Presidential Executive Order 11246 as amended and the Civil

Rights Act of 1964, 42 U.S.C. §2000 *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794; the Americans With Disabilities Act of 1990, 42 U.S.C. §12101 *et seq.*; Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 *et seq.*; the Age Discrimination in Employment Act, 42 U.S.C. §6101 *et seq.* and all amendments to these acts, and all requirements imposed by the regulations issued pursuant to these acts, including, but not limited to, providing equal opportunity both to those seeking employment and those seeking services without regard to race, color, religion, sex, national origin, age, or handicap.

B. Lobbying Activities

The Contractor certifies the following:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, renewal, amendment or modification of any federal grant, or cooperative agreement;

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. Debarment And Suspension

In accordance with Presidential Executive Orders 12549 and 12689, the Contractor certifies that neither it nor its principals are presently debarred, suspended or otherwise disqualified for participation in federal assistance programs. Such certification is a material representation of fact upon which reliance is being placed when entering into the Contract. A determination that the Contractor knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for the Contractor's default. Additionally, the Contractor shall promptly provide written notice to the Oklahoma state purchasing director if the certification becomes erroneous due to changed circumstances.

D. Drug-Free Workplace

The Contractor certifies compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988.

E. Modification

The Contract may only be modified by mutual consent of the parties in writing.

F. Cancellation

1. With Cause: In the event the Contractor fails to meet the terms and conditions of the Contract or fails to provide services in accordance with the provisions of the Contract, the DRS may upon written notice of default transmitted via Certified Mail to Contractor, cancel the Contract effective upon receipt of notice or at 5:00 PM on the fifth calendar day from the date DRS mailed the notice, whichever occurs first. Such cancellation shall not be an exclusive remedy, but shall be in addition to any other rights and remedies provided for by law. In the event a Notice of Cancellation is issued, the Contractor shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the State of Oklahoma, Office of Management and Enterprise Services.

2. Without Cause: It is further agreed that the Contract may be canceled by either party by providing thirty (30) days prior written notice.

G. Access To And Retention Of Records

The Contractor shall maintain adequate and separate accounting and fiscal records and account for all funds provided by any source to pay the cost of the Contract. Authorized personnel of the U.S. Department of Education or other pertinent federal agencies, and authorized personnel of the Oklahoma Department of Rehabilitation Services, State Auditor and Inspector, and other appropriate state entities shall have the right of access to any books, documents, papers, or other records of contract which are pertinent to the performance or payment of the Contract in order to audit, examine, make excerpts and/or transcripts.

The Contractor is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of the Contract, unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved or until the end of the seven-year retention period, whichever is later.

H. Subcontracting

The services to be performed under the Contract shall not be subcontracted, in whole or in part, to any other person or entity without written approval by the DRS. The terms of the Contract, and such additional terms as the DRS may require, shall be included in any subcontract. Approval of the subcontract shall not relieve the Contractor of any responsibility for performing the Contract.

I. Compliance With State And Federal Laws

The Contractor shall comply with all applicable state and federal laws, rules and regulations relevant to the performance of the Contract. Compliance shall be the responsibility of the Contractor, without reliance on or direction by the DRS.

J. Travel

The travel expenses to be incurred by the Contractor pursuant to the Contract shall be included in the total amount of the contract award. The DRS will only pay travel expenses (including per diem) specified in and charged against the total amount of the contract award. In addition, the DRS will not reimburse travel expenses in excess of the rate established by the Oklahoma State Travel Reimbursement Act, 74 O.S. § 500.1-37. The Contractor shall be responsible for all travel arrangements, and provide supporting documentation for reimbursement.

K. Client Confidentiality

The Contractor assures compliance with DRS requirements pertaining to the protection, use, and release of personal information. The Contractor will hold confidential all personal information regarding individuals, including lists of names, addresses, photographs, records of evaluation, and all other records of the DRS client. This information may not be disclosed, directly or indirectly, unless consent is obtained in writing or as otherwise required by law.

L. Unallowable Costs

In the event any audit, audit resolution, review, monitoring, or other oversight results in the determination that the Contractor has expended DRS funds on unallowable costs on this or any previous contract, the Contractor shall reimburse the DRS in full for all such costs on demand. The DRS may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other contracts.

M. Audit

1. Federal Funds

Organizations that expend \$750,000 or more in a year in federal funds from all sources shall have a certified independent audit conducted in accordance with 2 C.F.R. Part 200.

2. State Funds

Corporations both for-profit and non-profit, and governmental entities that receive \$50,000 or more in a year in State funds from DRS shall have a certified independent audit of its operations conducted in accordance with Government Auditing Standards. The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles, and the report

shall include a supplementary schedule of awards listing all state and federal funds by funding source.

3. Auditor Approval and Audit Distribution

The audit shall be performed by a certified public accountant or public accountant who has a valid and current permit to practice public accountancy in the State of Oklahoma, and who is approved by the Oklahoma Accountancy Board to perform audits according to Government Auditing Standards. The Contractor's fiscal managers and appropriate oversight bodies shall review the auditor's latest external quality control review report prior to the audit being conducted. DRS retains the right to examine the work papers of said auditor.

The Contractor shall submit two copies of the annual audit report to the Department of Rehabilitation Services - Contracts Unit 3535 N.W. 58th Street, Suite 300, Oklahoma City, Oklahoma 73112, plus a copy of the management letter, if applicable, and corrective action plan to all audit findings, and the auditor's latest external quality control review report within 120 days of the Contractor's fiscal year end. In the event the Contractor is unable to provide the audit report within the time specified, the Contractor shall submit a written request to the address listed above for an extension citing the reason for delay. DRS reserves the right to suspend payment to the Contractor for costs owed pursuant to this Contract if DRS has not received the prior year audit.

N. Clean Air Act

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* The Contractor agrees to report each violation to DRS and understands and agrees that DRS will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.

O. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by the Contract are not considered employees of the State of Oklahoma or the DRS for any purpose, and as such shall not be eligible for benefits accruing to state employees. The Contractor shall comply with all applicable laws regarding workers' compensation insurance.

P. Insurance

If the Contractor is not a self-insured governmental entity, the Contractor is hereby required to carry liability insurance adequate to compensate persons for injury to their person or property occasioned by an act of negligence by the Contractor, its agents or employees. Said policy must provide that the carrier may not cancel or transfer the policy

without giving the DRS thirty (30) days written notice prior to the cancellation or transfer. The Contractor shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract, and provide the DRS with evidence of such insurance and renewals upon request.

Q. Punitive Actions

The Contractor understands that payment for services to DRS clients pursuant to the Contract shall be made by the DRS. Accordingly, the Contractor shall not restrict or refuse services under the Contract to DRS clients based on nonpayment by the DRS. No actions shall be taken against the DRS client, including collection actions for any service covered under the Contract, or for any late payment for which the DRS has responsibility. In addition, the Contractor agrees that no punitive actions will be taken against any client of the DRS for late payment of any tuition, fees, books, supplies, etc. for which the DRS has responsibility. This includes, but is not limited to, withholding grades, Pell or other financial aids, or delaying enrollment.

R. Prior DRS/State Employment

The Contractor hereby certifies that at the start of the contract period neither he/she nor, if applicable, any member of its board or officers are former DRS employees who were employed by the DRS during the prior twelve (12) months. Pursuant to 74 O.S. § 85.42(B), the Contractor also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the Contractor to fulfill any of the services provided for under said contract. This term shall not apply when the Contractor is a State of Oklahoma governmental entity.

S. Legal Employment Status Verification System

The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time the Contract is executed or awarded, are in compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007 (25 O.S. §§ 1312 and 1313) and all applicable federal immigration laws and are registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and is available at www.dhs.gov/E-Verify.

T. Contract Jurisdiction

The Contract will be governed in all respects by the laws of the State of Oklahoma. The State of Oklahoma, District Court of Oklahoma County will be the venue in the event any legal action is filed by the DRS or the Contractor to enforce or to interpret provisions of the Contract.

U. Severability

If any provision under the Contract, or its application to any person or circumstance, is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of the Contract or its application that can be given effect without the invalid provision or application.

V. TikTok Ban

Pursuant to State of Oklahoma Governor's Executive Order 2022-33, no person or entity who contracts with the State of Oklahoma, including but not limited to any State agency, board, commission, or authority and agents thereof, shall download or use the TikTok application or visit the TikTok website on government networks or other State-owned or State-leased equipment.

W. Certification For Non-Boycott Of Israel Goods Or Services

Pursuant to 74 O.S. § 582, in contracts of more than \$100,000, the Contractor certifies that it is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State of Oklahoma, and that it will not boycott Israel during the term of the Contract.

X. Certification For Non-Boycott Of Fossil Fuel Energy Companies

In contracts of \$100,000 or more and where the Contractor has 10 or more employees, the Contractor certifies that it does not currently boycott energy companies in violation of the Energy Discrimination Elimination Act of 2022 (74 O.S. § 12001 et seq.). The Contractor further certifies that it will not boycott energy companies in violation of the Act during the term of the Contract.

Y. Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is a result of Acts of God (including fire, flood, earthquake, storm, or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), strikes or labor disputes, embargoes, government orders, epidemics, pandemics or other similar events beyond the reasonable control of the party. If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in this clause.

If an event of Force Majeure occurs, the party injured by the other's inability to perform may elect one of the following remedies:

Signature:

Email:

STATE OF OKLAHOMA
DEPARTMENT OF REHABILITATION SERVICES
WORK PLAN

Sapulpa Public Schools
VENDOR

Contract Number

Esther Watkins has been appointed contract monitor for the above stated contract and assumes responsibility for the monitoring of all programmatic aspects of the contract, including the periodic and ongoing review of reports or other valid indications of performance. The contract monitor also assumes oversight responsibility for fiscal monitoring of said contract.

The contract monitor has been assigned the following duties:

1. monitoring services provided through the contract;
2. periodically reviewing interim reports or other indications of past contract performance;
3. monitoring contractor compliance to the requirements and specifications of the contract;
4. monitoring pre-authorization of contract services in AWARE;
5. monitoring the Oklahoma Department of Rehabilitation Services (DRS) authorizing authority's approvals for services provided through the contract;
6. monitoring the DRS authorizing authority's receiving, reviewing, approving, and submitting of invoices/claims for payment to DRS Finance – Accounts Payables (State Office);
7. If the contract number begins with 805, the contract monitor shall submit requests for additional funding to the DRS Contracts Section prior to the expenditure of funds.

All information pertinent to this contract (i.e., original contract copies, addendums, revisions, vendor correspondence, evaluations, reports, audits, compliance reviews and staff comments regarding service provision) shall be maintained in the central repository located in the DRS Contracts Section. Documentation shall be made available for review upon request by the Office of Management and Enterprise Services (OMES). Copies of invoices/claims shall be maintained in the DRS Finance Unit. Confidential DRS client information shall be maintained in the DRS client's case service file.

The services to be performed through the contract are necessary for DRS to carry out its policies, rules, and regulations regarding the provision of indicated and appropriate rehabilitation services in a timely manner leading to employment of eligible disabled individuals, per the Code of Federal Regulations (CFR), Section 261.42(a)(4).



Memorandum of Understanding

This Memorandum of Understanding is entered into on March 28, 2023 between Sapulpa Public Schools of Creek County, Oklahoma and The Bridges Foundation of Tulsa County, Oklahoma.

The Bridges Foundation operates a classroom at 1813 N. Ash, Jenks, Oklahoma for the Work Adjustment Training Program. Students with disabilities attend class in the classroom setting from 8:30 am to 11:30 am or 11:30 am to 2:30 pm each school day throughout the year.

Sapulpa Public Schools desires to have students with disabilities participate in the Program during the 2023-2024 school year.

The school district desires to enter into this Memorandum of Understanding to identify its rights and responsibilities governing the students' participation in the Program.

Therefore, the parties agree as follows:

1. The Bridges Foundation will ensure that all necessary special education procedures and parent consents have been obtained.
2. Sapulpa Public Schools will not be charged for use of classroom space or participation in the Work Adjustment Training Program.
3. Sapulpa Public Schools will be responsible for ensuring FAPE while participating in the Work Adjustment Training Program.
4. The Memorandum of Understanding will terminate at the end of the 2023-2024 school year.

Sapulpa Public Schools Administrative Representative

Date

The Bridges Foundation Representative

Date

ATTEST:

Board of Education Clerk

Board of Education President

CONTRACT FOR THERAPY SERVICES

This Contract for Therapy services (the "Contract") is entered into on the 1st day of July 2023, by and between Sapulpa Public Schools, a public corporation ("SCHOOL"), and TherapyWorks, Inc., an Oklahoma corporation ("TW").

RECITALS:

WHEREAS SCHOOL desires to obtain therapy services and staff training to meet the needs of students and staff of SCHOOL and to satisfy SCHOOL'S obligations under the Individuals with Disabilities Education Act, 20 U.S.C. § 1400, *et seq*; and

WHEREAS TW desires to provide SCHOOL with therapy services and staff training, using therapist duly qualified as Occupational Therapists (OTR/L) and Certified Occupational Therapy Assistants (COTA/L), and Physical Therapists (PT) and Physical Therapy Assistants (PTA), licensed by the Oklahoma State Board of Medical Licensure and Supervision. Speech Language Pathologists (SLP) and Speech Language Pathologist Assistants (SLPA) licensed by the Oklahoma State Board of Examiners for Speech-Language Pathology and Audiology.

NOW, THEREFORE, the parties agree as follows:

1. TW shall perform any or all of the following services, as requested by the SCHOOL;
 - a. Evaluate each referred student and provide a report of the student's function; recommend therapy as deemed necessary to increase function in the educational setting and contribute to the development of IEP goals both initially and annually.
 - b. Determine specific therapeutic needs, plan and provide appropriate therapy; assess, modify, and improve each therapy program as the student changes and his/her needs change;
 - c. Document treatment sessions: Assess progress and provided progress reports as required by SCHOOL.
 - d. Participate in SCHOOL meetings, such as Educational Team staffing, IEP meetings, parent conferences, or other meetings as mutually agreed upon by both parties of this Contract.
 - e. Orient, train, and supervise professional and nonprofessional staff in treatment techniques that can be used in the classroom.
 - f. Manage therapy services and report to the SCHOOL.
 - g. Other services as may be mutually agreed upon by both parties of this Contract;
2. The SCHOOL shall obtain and provide to TW a copy of educational and medical records on each student prior to evaluation and notify TW immediately of any change in a student's status. The SCHOOL agrees that TW is authorized to gather current medical information for new and existing students. TW agrees to provide copies of this information to the SCHOOL.

3. TW shall not be responsible or liable for negligent acts or omissions of the SCHOOL, its agents, employees, or officers. regardless of whether they are performing therapy programs that have been recommended by TW. To the extent permitted by law, the SCHOOL agrees to indemnify TW and hold harmless TW, its agents, employees, and officers from and against any claims, demands or actions, including but not limited to all attorneys' fees and other defense costs, against TW arising from the acts or duties of the SCHOOL, its agents, employees and officers. Further, the SCHOOL agrees that therapy programs given and provided by TW for any student shall not be used for any other student unless formal written consent approving such action is obtained from TW. All formal consent letters shall be signed by both the SCHOOL and TW and kept in the student's therapy and school charts. If formal written consent is not obtained from TW, the SCHOOL agrees to be held solely responsible and liable for any and all harm to the student and any and all negligent acts or omissions arising therefrom.

TW agrees to indemnify and hold harmless the SCHOOL, its agents, employees, and officers against any claims, demands or actions, including but not limited to all attorneys' fees and other defense costs, against the SCHOOL arising from the services provided by TW, its agents, employees, and officers, except as provided in this Contract.

4. During the term of this Contract, no other person, company, or institution shall be contracted with or employed by the SCHOOL to provide Therapy services to students in the SCHOOL without prior agreement.
5. The SCHOOL shall monitor the services provided by TW through regular meetings and/or telephone conferences. All therapists assigned to the SCHOOL are employees of TW. As such, all wages, taxes, benefits, and employment related expenses are the sole responsibility of TW.
 - a. TW reserves the right to assign and use therapists and certified assistants. If a Certified Therapy Assistant is used to provide services, supervision will be provided according to state licensure laws.
 - b. TW is an approved educational and training facility for Therapy students of all levels. The SCHOOL agrees to allow student therapists to accompany a TW therapist, to observe treatment and to participate in all aspects of treatment under the supervision of the TW therapist. The student and their college or university assumes all liability for the student's actions, and the SCHOOL agrees to hold harmless TW for any and all negligent acts or omissions of a therapy student.
6. The SCHOOL will not attempt to recruit, directly or indirectly, or hire employees or student therapists of TW this year and for two (2) years hence. This provision shall survive the termination of the Contract. Further, any such action on the part of the SCHOOL will constitute an immediate breach of this Contract resulting in substantial damages to TW which would be difficult, if not impossible, to ascertain, by reason of that fact. SCHOOL agrees that in the event of such breach TW shall have the right to enforce this Contract provision by and through any legal means necessary, including but not limited to injunctive relief and any other proceedings available in law or equity. TW and SCHOOL agree that liquidated damages for the breach of such provision shall be equal to the combined total sum of two (2) years revenue produced by this Contract and two (2) years' salary, plus an additional thirty percent (30%) for the therapists involved. Further, in the event of breach, TW shall be entitled, in addition to all available legal remedies, to all of its attorneys' fees and other costs incurred by the breach this Contract.

7. The SCHOOL acknowledges and recognize that the lists of students, statistics and analysis reports provided as part of the bid for the 2023-24 Therapy contract are confidential and contain proprietary business information of TW. The SCHOOL agrees that during the contract period and following the termination of this contract, the SCHOOL will not, either directly or indirectly, make known or provide to any person, firm, corporation or any other third party any information provided by TW during the bid process.
8. The Contract period extends from July 1, 2023, to June 30, 2024. Due to holidays and school breaks services will be provided for thirty-four (34) weeks during this period and during the Extended School Year when requested by the SCHOOL. The current student count and projections indicate Physical therapy services will average eight (8) hours per week. Speech Therapy will be twenty-two (22) hours per week. The SCHOOL understands and acknowledges that the number of hours contracted for may increase or decrease based on new referrals, the student count, and changes in therapy service. The need for Therapy services for the students shall be determined jointly by the SCHOOL team and TW.
 - a. Inclusive within the limits of these hours shall be all services, of this Contract, all required documentation of treatment, treatment planning, legally required supervision, travel time to and from and within the SCHOOL, and administrative duties deemed necessary by TW for adequate delivery of service to the SCHOOL. Documentation, planning, meetings, and other work necessary for the delivery of services may be performed at any location most convenient for TW.
 - b. Services will be provided on site at the SCHOOL, unless otherwise requested, and the SCHOOL agrees to provide adequate space for the implementation of therapy services. The SCHOOL agrees to provide internet access for TW therapist's computers.
 - c. In the event of student absences or cancellation of Therapy services by the SCHOOL, excluding regularly scheduled SCHOOL holidays and snow days, the therapist may use this time to work on treatment related services, including but not limited to classroom or home programs and review of goals and progress. If the therapist is scheduled to be on site on professional days, the therapist may use this time as needed for writing evaluation or progress reports or performing other work related to treatment.
9. The SCHOOL agrees to pay TW for all services delivered under the terms of this contract the base fee of seventy dollars (\$70.00) per hour if the contract is signed by April 30, 2023. After April 30, 2023, the contract the fee will be seventy-two dollars (\$72.00) per hour. The SCHOOL further agrees to sixty-six cents (\$0.66) per mile or current IRS guidelines for all mileage incurred to and from TW and between the sites within the SCHOOL and to pay tolls if incurred. TW will maintain treatment and time usage records and will provide an invoice of such to the SCHOOL once a month. The SCHOOL must respond with questions about their invoice within 2 weeks of receipt. TW will then respond to the SCHOOL within 2 weeks to resolve the questions. After 4 weeks of receipt with no questions from the SCHOOL, the invoice will stand as is and no changes will be made.
 - a. The SCHOOL represents that it has the funds necessary for the fulfillment of this Contract. Payment is due thirty (30) days from the date of the invoice. Invoices not paid within thirty (30) days are subject to a finance charge of two hundred fifty dollars (\$250.00). After 60 days, therapy services will be suspended until outstanding invoice(s) are paid in full. After 90 days therapy services will be discontinued due to non-payment. This will be considered a breach of contract.

- b. All original forms and records created and maintained by TW are the sole property of TW, including but not limited to therapy evaluations, progress notes and charts. TW will provide the SCHOOL with original copies of the evaluations, IEP goals and annual progress reports on state mandated educational software program. TW shall keep all records for six (6) years beyond the last date of service. Following the expiration of the contract, TW will provide copies of records as requested by the SCHOOL at the rate of fifty cents (\$0.50) per page.
10. The effective dates of this contract are July 1, 2023, through June 30, 2024. The date of execution of this contract need not correspond to the effective dates, but the effective dates shall be controlling and shall be the commencement and expiration dates.
11. This Contract may be terminated by either party with cause upon sixty (60) days written notice to the other party, if either party fails to perform its duties, provided that the breaching party does not cure such identified failure (breach) within thirty (30) days of receipt of such written notice.
- a. The SCHOOL shall pay for all services through the ending date specified in the sixty (60) day formal written notice.
 - b. In the event the SCHOOL discontinues or terminates this Contract before the expiration date pursuant to nonpayment all services provided from July 1, 2023, through the last date of service will be billed at an hourly rate of seventy-five dollars (\$75.00). All payments made from July 1, 2023, will be applied to the amount due. TW shall be entitled to the full adjusted amount for all services provided, its attorneys' fees, and all other costs incurred in enforcing this Contract.
12. This Contract is not assignable.
13. This Contract is made and governed by the laws of the State of Oklahoma.

IN WITNESS WHEREOF, SCHOOL & TW have executed this agreement for Speech and Physical Therapy.

SCHOOL REPRESENTATIVE

THERAPYWORKS, INC.

By: _____

By: _____

Title _____

Title _____

Date _____

Date _____

Schindler Maintenance

SCHINDLER ELEVATOR CORPORATION

Phone:

Fax:

Date: March 29, 2023

Estimate Number: BSCZ-C4NKKV (2022.5.1)

To:

Sapulpa Public Schools (MI)

-

Sapulpa, OK 74066

Campus Name:

Sapulpa Public Schools (ml)

Attn: Cheryl Moore

EQUIPMENT DESCRIPTION

See attached equipment list.

SCHINDLER ELEVATOR CORPORATION (“Schindler”, “we”, “us”) , , and **SAPULPA PUBLIC SCHOOLS (ML)**, -, Sapulpa, OK 74066 (“you”) agree as follows:

PREVENTIVE MAINTENANCE SERVICE

- Our preventive maintenance program performed in accordance with a maintenance schedule specific to your equipment and its usage
- Examine, lubricate, adjust, and repair/replace covered components
- Criteria for replacement of all wire ropes will be the appropriate factor of safety
- Prompt callback coverage
- Safety testing
- Customer friendly and responsive communications

PREVENTIVE MAINTENANCE PROGRAM

Our Preventive Maintenance Program, as described in this agreement will be performed in accordance with a maintenance schedule specific to your equipment. A Schindler technician will be assigned to you, and back up technicians are available as required to give you prompt service as required at all times. A Schindler account representative will be assigned to you, and will be your primary contact for communications regarding your agreement. Also available to you is our extensive technical support and parts inventory, at the site as needed, and local warehouses and our national Service Distribution Center available for express delivery in emergencies.

EXAMINE, LUBRICATE, ADJUST, AND REPAIR/REPLACE COVERED COMPONENTS

We will periodically examine, lubricate, adjust, and as needed or if usage mandates, repair, or replace the Covered Components listed below.

HYDRAULIC ELEVATORS

Basic components: Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; packing, drive belts, strainers, functional components of car and corridor operating stations, hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, switches, door protection devices, and alarm bells.

TRACTION ELEVATORS

Basic components: Selector motors; brake: pads, lining, disks or shoes, magnet coils, brushes & commutators; controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, overspeed governors, car and counterweight safeties, alarm bells, switches, and door protection devices.

We assume no responsibility for the following major components:

HYDRAULIC ELEVATORS

Major components: Exposed piping in the Machine Room & hoistway, motor, PC boards, pump unit, solid state devices, contactors, and valve rebuilds.

TRACTION ELEVATORS

Major components: Hoist motors, hoist ropes, suspension traction media, bearings for machine and sheaves, machine brake, motor generators, PC boards, sheave & sheave assemblies, solid state devices, compensation ropes and chains, and contactors.

We assume no responsibility for the following items: hoistway door hinges, panels, frames, gates and sills; cabs and cab flooring; freight elevator door straps, cab doors, gates and removable cab panels; cab mirrors and handrails; power switches, fuses and feeders to controllers; emergency cab lighting; light fixtures and lamps; cover plates for signal fixtures and operating stations; card readers or other access control devices; smoke/fire alarms and detectors; pit pumps and alarms; cleaning of cab interiors and exposed sills; plungers, pistons, casings and cylinders; automatic ejection systems; all piping and connections except that portion which is exposed in the machine room and hoistway; guide rails; tank; emergency power generators; telephone service, communication devices; disposal of used oil; intercom or music systems; ventilators, air conditioners or heaters; adverse elevator operation as a result of machine room temperatures (including temperature variations below 60 degrees Fahrenheit and above 90 degrees Fahrenheit); media displays; computer consoles or keyboards; fireman's phones; exterior panels, skirt and deck panels, balustrades, relamping of illuminated balustrades; attachments to skirts, decking or balustrades; moving walk belts; pallets; steps; skirt brushes; sideplate devices; any batteries associated with the equipment; obsolete items, (defined as parts, components or equipment either 20 or more years from original installation, or no longer available from the original equipment manufacturer or an industry parts supplier, replaceable only by refabrication.) In the event that safety testing is performed by us at the start of the Agreement, and we find that critical safety components, such as the governor and/or safeties for traction equipment, and/or valves on hydraulic equipment, are not operating correctly, therefore resulting in unsafe conditions, you will be responsible to authorize the necessary repairs/replacements of this equipment, at your expense.

CLEANING

We will periodically clean the machine room, car top, and pit of debris related to our work in these areas.

TESTING OF SAFETY DEVICES

<u>Equipment</u>	<u>Test</u>	<u>Frequency</u>
Hydraulic	Pressure/Relief Valve	Annually
Gearless	No Load	Annually
Gearless	Full Load	Every 5 years

Our testing responsibilities do not include fees or charges imposed by local authorities in conjunction with witnessing, witnessing costs, inspecting, assisting inspection authorities, licensing or testing the Equipment including observation of testing by 3rd parties; changes in the testing requirements after the initial start date of this Agreement, or any other testing obligations other than as specifically set forth above, including, but not limited to seismic tests. Since these tests may expose the equipment to strains well in excess of those experienced during normal operation, Schindler will not be responsible for any damage to the equipment or property, or injury to or death of any persons, resulting from or arising out of the performance of these tests. Further, our testing responsibilities do not include performance, or the keeping of records related to, monthly firefighters service.

CUSTOMER FRIENDLY AND RESPONSIVE COMMUNICATIONS

Service dispatching will take place through our Schindler Customer Service Network (SCSN), which is staffed by qualified Schindler personnel, 24 /7. You will be provided with a customer identification number, which must be referenced when a call is placed for your facility. Our dispatchers will have access to your building's service call records, and will promptly relay the details of your call to the assigned technician.

SCHINDLER AHEAD

You will be provided access to the Schindler Ahead tools, which include Schindler Ahead hardware connectivity, Core service in the tier described below, Schindler Actionboard and Actionboard Mobile.

You will also be provided access to the optional Ahead Digital Services as selected and described below.

Schindler Ahead provides remote connectivity to your Equipment. Schindler Ahead will automatically notify us if any connected component or function is operating outside established parameters. When appropriate, we will communicate with you to schedule appropriate service calls. Monitoring will be performed 24/7 and will automatically communicate with our Customer Service Network using dedicated wireless cellular technology. Schindler will make every reasonable effort to maintain wireless connectivity. If requested, you will provide the proper wiring diagrams for the equipment covered. These diagrams will remain your property, and will be maintained by Schindler for use in troubleshooting and servicing the equipment.

Schindler ActionBoard and ActionBoard Mobile are communication technologies that provide access to real-time information about your equipment including: performance history, reports, push notifications, service call records, unit profiles and more.

Your contract includes the above features as well as the following Core package:

This Agreement does not include Schindler Ahead.

If you would like information on upgrading your Core package, please discuss with your sales rep. The upgraded packages are:

Connect – Schindler's Connect package provides wireless cellular communication from your equipment's controller to Schindler's data network. This allows the Schindler Cube or Schindler SRM to be connected to your equipment 24/7. The Connect package also provides access to the basic features of ActionBoard/Dashboard and ActionBoard Mobile/Dashboard Mobile, giving you real time information on your equipment.

Enhanced – The Enhanced Package includes access to Schindler's Elevated Support Professional Team. This team analyzes information gathered by Schindler Ahead, which improves the reliability of your equipment and improves the response time. The Elevated Support Professional Team can alert you when a shutdown is detected, helps confirm issues remotely, and provides real-time ETAs for technicians en route. With these enhanced diagnostics, we can guarantee that you will not be charged for Running on Arrival calls. Under the "No Running on Arrival Guarantee," Schindler will fully cover the cost of any callback during regular hours related to the following situations: Elevator or Escalator Running in normal operation, or running under any of the following special services modes: Independent service, Fireman's service (Phase I or Phase II), or Inspection operation. All other callbacks will be billed as outlined in the service agreement.

Premium – The premium package is our top tier, and was created for customers requiring the most comprehensive level of service. Our premium package offers the highest level of functionality and support. The Premium tier also includes concierge level assistance for all of your service needs.

Optional Digital Services:

The following digital services are also available:

Digital Alarm – The Schindler Ahead in-car emergency phone service will be added to your digital package. This service includes a reliable digital connection between your existing or new in-car emergency phone and our Schindler Customer Service Network that handles incoming and outgoing emergency calls with passengers in the elevator. To ensure reliability, Schindler Ahead phone service also provides monitoring of this connection. This in-car emergency phone service feature will be added along with the Schindler Core Services, and is contingent upon code approval by the local authority having jurisdiction. The Schindler Ahead solution must be installed and confirmed by Schindler to be communicating before you proceed with plans to remove or cancel your existing service provider's line for your in-car emergency phone. Schindler will notify you once the Schindler Ahead connection is confirmed. This will ensure there is no disruption with the emergency communications with passengers in the elevator. If proprietary telephone equipment exists, you agree to replace the proprietary hardware with compatible hardware for an additional cost.

_____ Initial Here to add DigitalAlarm for \$25 per unit, per month in addition to the subscription price shown in the Price section below

ElevateMe - The Schindler Ahead ElevateMe service, which requires a compatible elevator controller, enables passengers to call an elevator via their personal smartphone. Any smartphone with an Apple iOS or a Google Android operating system, can download the ElevateMe app from the respective app store. Via the app the elevator can be called, and the desired destination floor entered. The smartphone will substitute the typical elevator call via a landing or car operating panel*. Once the service is active, all passengers using the smartphone application can place destination calls. The elevator must be equipped with Schindler Ahead to offer the feature. *The landing and operating panels will remain and work as is.

Scope of Services:

Software update and activation of feature on Schindler Cube

Creation, printing and installation of QR Codes

Commissioning of system, testing and registration via Schindler Ahead Control Center

Permanent Monitoring and support via the Technical Operation Center (TOC)

Regular Over-The-Air Update to ensure reliability and security of the hardware

_____ Initial Here to add ElevateMe for \$25 per unit, per month in addition to the subscription price shown in the Price section below

Schindler Ahead, your Core package, and the digital services described in this agreement require Schindler Ahead Connectivity. If your existing unit(s) are not equipped with the Connectivity to enable the selected services, we will provide a separate invoice for this cost. By signing this agreement, you agree to pay the costs associated with

this activation. Work shall be performed during our regular working hours of our regular working days. Title to Hardware remains with Schindler. Schindler may replace or modify Hardware at any time. Customer shall promptly provide Schindler access to Hardware and prevent unauthorized access thereto.

CALLBACK RESPONSE TIME

We will perform the services during our regular working hours of regular working days, excluding elevator trade holidays. We will provide callback service during regular working hours. We will respond to callbacks within 24 hours of notification. If you authorize services or callbacks outside the scope of this agreement, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel.

HOURS OF SERVICE

We will perform the services during our regular working hours of regular working days, excluding elevator trade holidays. The services include callbacks for emergency minor adjustment callbacks during regular working hours. If you authorize callbacks outside regular working hours, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel. All other work outside the services will be billed at our standard billing rates. A request for service will be considered an "emergency minor adjustment callback" if it is to correct a malfunction or adjust the equipment and requires immediate attention and is not caused by misuse, abuse or other factors beyond our control. The term does not include any correction or adjustment that requires more than one technician or more than two hours to complete.

TERM

This Agreement commences on July 01, 2023, and continues until June 30, 2028, and shall renew (where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by the other party at least 90 days prior to the above termination date or any renewal termination date, and not more than 120 days before the termination date.

PRICE

In consideration of the services provided hereunder, you agree to pay us the sum of \$762.00 per month, payable in annual installments of \$9,144.00, exclusive of applicable taxes.

This Agreement does not include Schindler Ahead. If you would like to choose a Schindler Ahead tier, please indicate by checking below:

- Upgrade to the Connect Package - \$10 per unit, per month addition.
- Upgrade to the Enhance Package - \$20 per unit, per month addition.

The packages above are dependent upon applicable equipment type and hardware installation, which will be installed at the owner's expense. Please contact your Schindler Rep for more information.

PRICE ADJUSTMENT

The contract Price and labor rates for extra work will be adjusted annually in January. This adjustment will be based upon the local labor rate adjustment for the year in which it is adjusted, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price quarterly / annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs. Should you elect to take the annual pre-payment option, the price adjustment date will default to coincide with the invoice date.

The annual contract price adjustment will not apply to Schindler Ahead. Schindler reserves the right to make adjustments to the monthly fee for the Schindler Ahead tiers as additional value added features and functionality are added to the selected offering.

PAYMENT OPTIONS

(1) Please select a Method of Payment:

Direct Debit 1% Discount (Attach Copy of voided check)

Credit Card 3% Addition

Visa MC AMEX

Number: _____

Expiration Date: _____

Signature: _____

Check

Other: _____

(2) Please select a Payment Frequency (Other than Annual):

Semi-Annual 1% Addition

Quarterly 3% Addition

Monthly 5% Addition

The attached terms and conditions are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:

By: Brandon Schutz

For: Schindler Elevator Corporation

Title: _____

Date: March 29, 2023

Accepted:

By: _____

For: Sapulpa Public Schools (MI)

Title: _____

Date: _____

Approved:

By: _____

Title: _____

Date: _____

TERMS AND CONDITIONS

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.
2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. You will not permit others to work on the Equipment during the term of this Agreement. You agree that you will authorize and pay for any proposed pre-maintenance repairs or upgrades (including any such repairs or upgrades proposed during the first 30 days of this agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and / or warnings relating to the equipment.
3. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this Agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of Equipment or property, or business interruption.
4. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, epidemics, pandemics, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.
5. You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) one-half of the remaining amount due under this Agreement.
6. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction, but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, or to make any replacements with parts of a different design. We are responsible to perform such work as is required due to ordinary wear and tear. We are not responsible for any work required, or any claims, liabilities or damages, due to: obsolescence; accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; overloading or overcrowding of the Equipment beyond the limits of the applicable codes; use of a stopped escalator as a stair; adverse environmental or premises conditions, including but not limited to water damage, power fluctuations, rust, or any other cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement.
7. Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:
 - (a) Interest on past due amounts at 1½% per month or the highest legal rate available;
 - (b) Termination of the Agreement on ten (10) days prior written notice; and
 - (c) Attorneys' fees, cost of collection and all other appropriate remedies for breach of contract.

8. If either party to this Agreement claims default by the other, written notice of at least 30 days shall be provided, specifically describing the default. If cure of the default is not commenced within the thirty-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs. If you elect to modernize any or all of the Equipment during the term of this agreement, you will give us the option, within a reasonable time, to prepare an offer for the work and/or evaluate competitor proposals and compare scope of work and price. If we are unable to match price and scope of work, or present an alternative proposal, this Agreement may be canceled with ninety (90) days written notice.

9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software, modems, source/ access/ object codes, passwords. In the event Schindler's maintenance obligation is terminated, the Schindler Ahead features ("SA") (if applicable) will be deactivated and Schindler reserves the right to remove the Schindler Ahead hardware. If Schindler is no longer the maintenance provider, Customer is responsible for obtaining alternative telephone service for the elevator phones.

10. You will prevent access to the Equipment, including the SA feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SA, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SA output, nor for claims arising from acts or omissions of others in connection with SA or from interruptions of telephone service to SA regardless of cause. You agree, which obligation shall survive this Agreement, that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

11. Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

12. Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. You agree to accept, named as certificate holder, in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. Limits of liability as follows:

- (a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.
- (b) Comprehensive Liability - Up to Two Million Dollars (\$2,000,000.00) single limit per occurrence, Products/Completed Ops Aggregate \$5,000,000.
- (c) Auto Liability - \$5,000,000 CSL.
- (d) Employer's Liability - \$5,000,000 Each Accident/Employee/Policy Limit.

13. You hereby authorize us to produce single copies of the EPROM and/or ROM chips for each elevator subject to this Agreement for the sole purpose of archival back-up of the software embodied therein. The duplicate chip(s) for a given elevator shall be identified by serial number, or other means, and shall be stored on the building premises in a secured area in the elevator equipment room or you may retain possession. We agree that back-up chips are not for the benefit of purchase or sale, or for use in other elevator systems, and shall be used for no other purpose than the replacement of a defective or damaged chip on the particular elevator. In the event that your continued possession of the computer program should cease to be rightful, we agree that all such archival copies shall be destroyed.

14. You acknowledge that certain replacement parts, such as printed circuit boards or control related parts, may be difficult to obtain. While we do not anticipate problems or delays obtaining such parts, it may be necessary or desirable for you to order such parts directly from the original equipment manufacturer ("OEM"). You agree, in such event, to order parts promptly from the OEM, at any time and from time to time, as specified by us. We agree to reimburse you for the reasonable cost of such parts (as covered by this Agreement) promptly upon receipt from you of copies of the invoice(s) together with appropriate payment documentation.

15. Should conditions arise requiring use of the OEM diagnostic tool, we will promptly notify you. You agree, in such event, to promptly contact the OEM for diagnostic service and repair. You will be responsible for all costs related to such service and repair. You further agree that we shall not be responsible for any delays, damage, costs or claims associated with you or OEM's failure to timely provide a diagnostic tool, and you will indemnify, defend and hold us harmless from any such delays, damage, cost or claim.

Sapulpa Public Schools (ml) Equipment List

EQUIPMENT DESCRIPTION

Qty	Manufacturer	Equipment	Application	Description	Rise/Length Openings	Capacity	Speed	Install#
1	Schindler	Hydraulic Passenger		Sapulpa Middle School 1304 E Cleveland Ave Sapulpa, OK 74066 Middle School Passenger	2F/1R	2500	100	
1	Schindler	Gearless Passenger		Collins Stadium Sapulpa 188 S Watchom St Sapulpa, OK 74066 Collings Stadium	1F/2R	2500	150	
1	Kone	Hydraulic Passenger		Admin Building 511 E Lee Sapulpa, OK 74066 Administration unit	2F/1R	2500	150	
1	Dover	Hydraulic Passenger		Chieftan Center 1201 E Lincoln Ave Sapulpa, OK 74066 Chieftan center	2F/0R	2500	100	

Sapulpa Public Schools Capacity Levels & Availability		
School Site	Grade Level	Capacity
Freedom Elementary	PreK	60
Freedom Elementary	Kindergarten	60
Freedom Elementary	1st	60
Freedom Elementary	2nd	60
Freedom Elementary	3rd	72
Freedom Elementary	4th	72
Freedom Elementary	5th	72
Holmes Park Elementary	PreK	60
Holmes Park Elementary	Kindergarten	80
Holmes Park Elementary	1st	100
Holmes Park Elementary	2nd	100
Holmes Park Elementary	3rd	120
Holmes Park Elementary	4th	96
Holmes Park Elementary	5th	96
Liberty Elementary STEM Academy	PreK	20
Liberty Elementary STEM Academy	Kindergarten	30
Liberty Elementary STEM Academy	1st	30
Liberty Elementary STEM Academy	2nd	40
Liberty Elementary STEM Academy	3rd	48
Liberty Elementary STEM Academy	4th	48
Liberty Elementary STEM Academy	5th	48
Jefferson Heights Elementary	PreK	20
Jefferson Heights Elementary	Kindergarten	40
Jefferson Heights Elementary	1st	40
Jefferson Heights Elementary	2nd	40
Jefferson Heights Elementary	3rd	48
Jefferson Heights Elementary	4th	48
Jefferson Heights Elementary	5th	48
Sapulpa Middle School	6th	280
Sapulpa Middle School	7th	280
Sapulpa Junior High	8th	245
Sapulpa Junior High	9th	315
Sapulpa High School	10th	370
Sapulpa High School	11th	350
Sapulpa High School	12th	275
Capacity Levels for April 2023		

Prepared By: Mithu Singh
 Customer Name: Sapulpa Indep School District 33

 Customer Contact: Amy Riff
 Title: Director of Accountability and Accreditation
 Address: 511 E. Lee
 City: Sapulpa
 State/Province: Oklahoma
 Zip Code: 74066
 Phone #: (918) 224-3400

 Contract Term: 12 Months
 Start Date: 1-JUL-2023
 End Date: 30-JUN-2024
 Billing Frequency: Annually

Product Description	Quantity	Unit	Unit Price	Extended Price
Initial Term 1-JUL-2023 - 30-JUN-2024				
License and Subscription Fees				
SearchSoft - McRel - Principal		1.00	Each	USD 4,983.97

 License and Subscription Totals: **USD 4,983.97**

Quote Total	
Initial Term	1-JUL-2023 - 30-JUN-2024
Amount To Be Invoiced	USD 4,983.97

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Feb2022/, as may be amended.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Sapulpa Indep School District 33

Signature:

Signature:

A handwritten signature in black ink that reads "Eric Shander". The signature is written in a cursive style with a large, looped "E" and a long, sweeping "S".

Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 27-FEB-2023

Date:

PO Number: _____

Prepared By: Mithu Singh
 Customer Name: Sapulpa Indep School District 33

 Customer Contact: Amy Riff
 Title: Director of Accountability and Accreditation

 Contract Term: 12 Months
 Start Date: 1-JUL-2023
 End Date: 30-JUN-2024
 Billing Frequency: Annually

 Address: 511 E. Lee
 City: Sapulpa
 State/Province: Oklahoma
 Zip Code: 74066
 Phone #: (918) 224-3400

Product Description	Quantity	Unit	Unit Price	Extended Price
Initial Term 1-JUL-2023 - 30-JUN-2024				
License and Subscription Fees				
Mizuni Integration Suite		3,679.00	Students	USD 2,244.19
Mizuni Integration Suite		3,679.00	Students	USD 6,990.10
License and Subscription Totals:				USD 9,234.29

Quote Total

Initial Term	1-JUL-2023 - 30-JUN-2024
Amount To Be Invoiced	USD 9,234.29

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

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POWERSCHOOL GROUP LLC

Sapulpa Indep School District 33

Signature:

Signature:

A handwritten signature in black ink, appearing to read "Eric Shander". The signature is written in a cursive style with a large initial "E".

Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 27-FEB-2023

Date:

PO Number: _____

Prepared By: Mithu Singh
 Customer Name: Sapulpa Indep School District 33

 Customer Contact: Amy Riff
 Title: Director of Accountability and Accreditation

 Contract Term: 12 Months
 Start Date: 1-JUL-2023
 End Date: 30-JUN-2024
 Billing Frequency: Annually

 Address: 511 E. Lee
 City: Sapulpa
 State/Province: Oklahoma
 Zip Code: 74066
 Phone #: (918) 224-3400

Product Description	Quantity	Unit	Unit Price	Extended Price
Initial Term 1-JUL-2023 - 30-JUN-2024				
License and Subscription Fees				

PowerSchool Enrollment Registration		3,619.00	Students	USD 12,521.74
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License and Subscription Totals: **USD 12,521.74**

Quote Total

Initial Term	1-JUL-2023 - 30-JUN-2024
Amount To Be Invoiced	USD 12,521.74

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

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POWERSCHOOL GROUP LLC

Sapulpa Indep School District 33

Signature:

Signature:

A handwritten signature in black ink that reads "Eric Shander". The signature is written in a cursive style with a large, looped "E" and a long, sweeping underline.

Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 2-FEB-2023

Date:

PO Number: _____

Prepared By: Mithu Singh
 Customer Name: Sapulpa Indep School District 33

 Customer Contact: Amy Riff
 Title: Director of Accountability and Accreditation
 Address: 511 E. Lee
 City: Sapulpa
 State/Province: Oklahoma
 Zip Code: 74066
 Phone #: (918) 224-3400

 Contract Term: 12 Months
 Start Date: 1-JUL-2023
 End Date: 30-JUN-2024
 Billing Frequency: Annually

Product Description	Quantity	Unit	Unit Price	Extended Price
Initial Term 1-JUL-2023 - 30-JUN-2024				
License and Subscription Fees				
PowerSchool SIS Maintenance and Support		3,679.00	Students	USD 23,655.97
PowerSchool SIS Hosting		3,679.00	Students	USD 11,478.48
PowerSchool SIS Hosting Test Bed Annual		3,679.00	Students	USD 1,876.29
PowerSchool SIS Hosting SSL Certificate		1.00	Each	USD 463.01
PowerSchool SIS Hosting SSL Certificate		1.00	Each	USD 463.01

 License and Subscription Totals: **USD 37,936.76**
Quote Total

Initial Term	1-JUL-2023 - 30-JUN-2024
Amount To Be Invoiced	USD 37,936.76

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

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THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Sapulpa Indep School District 33

Signature:

Signature:

A handwritten signature in black ink that reads "Eric Shander". The signature is written in a cursive style with a large initial "E".

Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 24-JAN-2023

Date:

PO Number: _____

Prepared By: Mithu Singh
 Customer Name: Sapulpa Indep School District 33

 Customer Contact: Amy Riff
 Title: Director of Accountability and Accreditation
 Address: 511 E. Lee
 City: Sapulpa
 State/Province: Oklahoma
 Zip Code: 74066
 Phone #: (918) 224-3400

 Contract Term: 12 Months
 Start Date: 1-JUL-2023
 End Date: 30-JUN-2024
 Billing Frequency: Annually

Product Description	Quantity	Unit	Unit Price	Extended Price
Initial Term 1-JUL-2023 - 30-JUN-2024				
License and Subscription Fees				
UT Applicant Tracking	1.00	Students		USD 6,957.82
Unified Talent Perform Teacher and Principal	1.00	Students		USD 9,954.73
Unified Talent (TalentEd) Sync	1.00	Students		USD 1,551.17
TalentEd Records - Professional	1.00	Students		USD 12,557.24

 License and Subscription Totals: **USD 31,020.96**
Quote Total

Initial Term	1-JUL-2023 - 30-JUN-2024
Amount To Be Invoiced	USD 31,020.96

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

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THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Sapulpa Indep School District 33

Signature:

Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 27-FEB-2023

Date:

PO Number: _____



Cox Account Rep:	Jack Bunds - 63989	Cox System Address:
Phone Number:	918-286-4437	11811 E. 51st Street
Fax Number:	877-873-8923	Tulsa, OK 74146

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	Sapulpa Public School	Full Name:	James Lawrence
Street Address:	511 E LEE AVE	Billing Contact:	918-224-3400
City/State/Zip:	Sapulpa, OK 74066	Fax:	918-227-3287
Billing Address:	1 S. Mission	Contact Number:	918-224-3400 ext 5050
City/State/Zip:	Sapulpa, Oklahoma 74066	Email Address:	jlawrence2@sapulpaps.org
Cox Account #:	186-0625411-01		
Merge Bill	No		
Taxes and Fees Not Included			

Service Address: 511 E LEE AVE, Sapulpa, OK, 74066					Phone: 918-224-3400 Cox Account ID: 186-0625411-01		
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro Ethernet Fiber - 1 Gb UNI - Interstate *	1	1	\$550.00	60	RN	\$550.00	
Equipment Description			Quantity		Unit Price		Total Fee
Totals for Sapulpa Public School - Washington:			MRC:	\$550.00	NRC:	\$0.00	Equipment Cost: \$0.00

Service Address: 110 S Burnett ST, Sapulpa, OK, 74066					Phone: 918-224-3400 Cox Account ID: 186-0670327-01		
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro Ethernet Fiber - 1 Gb UNI - Interstate *	1	1	\$550.00	60	RN	\$550.00	
Equipment Description			Quantity		Unit Price		Total Fee
Totals for Sapulpa Public Schools:			MRC:	\$550.00	NRC:	\$0.00	Equipment Cost: \$0.00

Service Address: 1231 E DEWEY, Sapulpa, OK, 74066					Phone: 918-224-3400 Cox Account ID: 186-0676261-01		
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro Ethernet Fiber - 1 Gb UNI - Interstate *	1	1	\$550.00	60	RN	\$550.00	
Equipment Description		Quantity		Unit Price		Total Fee	
Totals for Sapulpa Public Schools:		MRC:	\$550.00	NRC:	\$0.00	Equipment Cost:	\$0.00

Service Address: 603 S PARK ST, Sapulpa, OK, 74066					Phone: 918-224-3400 Cox Account ID: 186-0625410-01		
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro Ethernet Fiber - 1 Gb UNI - Interstate *	1	1	\$550.00	60	RN	\$550.00	
Equipment Description		Quantity		Unit Price		Total Fee	
Totals for SAPULPA PUBLIC SCHOOLS - BARTLETT ALTERNATIVE SCHOOL:		MRC:	\$550.00	NRC:	\$0.00	Equipment Cost:	\$0.00

Service Address: 9171 Freedom AVE, Sapulpa, OK, 74066					Phone: 918-224-3400 Cox Account ID: 186-0625413-01, 186-0713548-01		
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro E-1Gb UNI Interstate	1	1	\$550.00	60	RN	\$550.00	
Equipment Description		Quantity		Unit Price		Total Fee	
Totals for Sapulpa Public Schools - Freedom:		MRC:	\$550.00	NRC:	\$0.00	Equipment Cost:	\$0.00

Service Address: 3 S MISSION ST, Sapulpa, OK, 74066

Phone: (918) 224-3400
 Cox Account ID: 186-0606172-02,
 186-0625406-01

Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Cox Optical Internet 1 Gbps	1	1	\$1,080.00	60	RN	\$1080.00	
Metro E-1Gb UNI Interstate	1	1	\$550.00	60	RN	\$550.00	
Equipment Description		Quantity		Unit Price		Total Fee	
Totals for Sapulpa Public Schools - High School:		MRC: \$1630.00	NRC: \$0.00	Equipment Cost:		\$0.00	

Service Address: 1521 S Wickham RD, Sapulpa, OK, 74066

Phone: 918.224.3400
 Cox Account ID: 186-0638083-01

Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro Ethernet Fiber - 1 Gb UNI - Interstate *	1	1	\$550.00	60	RN	\$550.00	
Equipment Description		Quantity		Unit Price		Total Fee	
Totals for Sapulpa Public Schools - Jefferson Heights:		MRC: \$550.00	NRC: \$0.00	Equipment Cost:		\$0.00	

Service Address: 631 N BROWN ST, Sapulpa, OK, 74066

Phone: 918-224-3400
 Cox Account ID: 186-0625412-01

Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro E-1Gb UNI Interstate	1	1	\$550.00	60	RN	\$550.00	
Equipment Description		Quantity		Unit Price		Total Fee	
Totals for Sapulpa Public Schools - Liberty:		MRC: \$550.00	NRC: \$0.00	Equipment Cost:		\$0.00	

Service Address: 1304 E CLEVELAND AVE, Sapulpa, OK, 74066

Phone: 918-224-3400
 Cox Account ID: 186-0625408-01

Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro Ethernet Fiber - 1 Gb UNI - Interstate *	1	1	\$550.00	60	RN	\$550.00	
Equipment Description		Quantity		Unit Price		Total Fee	
Totals for Sapulpa Public Schools - Middle:		MRC: \$550.00	NRC: \$0.00	Equipment Cost:		\$0.00	

Totals for all Accounts :	MRC: \$6,030.00	NRC: \$0.00	Equipment Cost: \$0.00	
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Special Conditions

Term. Notwithstanding anything to the contrary in this Agreement, Cox and Customer acknowledge that the Initial Term of this Agreement is 1 year beginning July 1, 2023 and ending June 30, 2024, with 3 separate one-year renewal terms which may be exercised at any time upon mutual written agreement of the parties. Notwithstanding anything to the contrary contained in this Agreement, the auto renewal provisions set forth in the Service Terms do not apply.

Upgrades. Customer may upgrade the Services or add new locations upon written request to Cox (and subject to Cox's written acceptance) at the listed bandwidth and corresponding prices stated in Exhibit B. Taxes and fees are additional and will be separately stated on Customers invoice.

SLA. The Service Legal Agreement attached as Exhibit C is incorporated into the Agreement.

Promotion Details

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

Customer Authorized Signature	CoxCom, LLC., Cox Oklahoma Telcom, LLC Signature
Signature:	Signature: 
Print:	Print: Jason Ludwig
Title Position:	Title Position: Sales Director
Date:	Date: 3/21/2023

1. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>.

2. Service Start Date and Term The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

3. Termination Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

4. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

5. Service and Installation Cox shall provide Customer with the Services identified above in the Service Terms and may also provide

related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

6. General Terms The General Terms are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

7. LIMITATION OF LIABILITY IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

8. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

9. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.

Cox Response

Exhibit B

Sapulpa Public Schools

511 E Lee

Sapulpa, OK 74066

IFCB ID: 220001116

Name of Vendor:	<u>Cox Oklahoma Telecom, LLC, "Cox Business"</u>
Name of Company Representative:	<u>Jack Bunds</u>
Business Address: Phone Number: SLD	<u>11811 E 51stSt, Tulsa, OK 74146</u>
SPIN Number:	<u>918-286-4437</u>
	<u>143005575-Cox has current SPAC on all bids.</u>

Internet Pricing

Bandwidth	Term	Install and/or OTC	Monthly Price
1Gb	5 Years Annual Options	\$0	\$1080
2Gb	5 Years Annual Options	\$0	\$1600
3Gb	5 Years Annual Options	\$0	\$1900
4Gb	5 Years Annual Options	\$0	\$2790
5Gb	5 Years Annual Options	\$0	\$2880
10Gb	5 Years Annual Options	\$0	\$4590
20Gb	5 Years Annual Options	\$0	\$5870

*Cox does not have a 12Gb Internet product so we have provided 20Gb pricing to provide that speed



Cox Optical Internet Service Level Agreement

1. **Scope.** This Service Level Agreement (“SLA”) is incorporated into the Commercial Services Agreement or Master Services Agreement (“Agreement”) by and between Cox and Customer, each as defined in the Agreement. The performance standards and service levels set forth in this SLA are Cox’s objectives with respect to the Cox Optical Internet Services (“COI Services”) provided to the Customer.

2. **COI Service Availability.** Cox’s objective is to make the COI Services available for Customer’s use at least (i) Ninety-Nine and Ninety-Nine One-Hundredths Percent (99.99%) of the time with respect to the on-net portion of the circuit and (ii) Ninety-Nine and Nine-Tenths Percent (99.9%) of the time with respect to the portion of COI Services or circuits obtained by Cox from third party carriers, commonly known as “Type II” (collectively and individually, (i) and (ii) shall be referred to as “COI Service Availability”). COI Service Availability, is the ability to transmit data from the Cox demarcation point at the Customer location to a Regional Data Center (“RDC”) on the Cox IP backbone. COI Service Availability does not mean the Customer will be able to reach any site or user on the Internet, nor does it mean any site or user on the Internet can reach the Customer, as there are many factors, outside of Cox’s control, that can affect an end-to-end connection. The COI Service Availability is calculated by dividing the number of minutes that the COI Services are available for Customer’s use by the total number of minutes in any calendar month multiplied by one hundred (100). Unavailability of the COI Services due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the COI Service Availability objective. For example, if the COI Services experience an outage for one (1) day due to a Force Majeure event, and otherwise experience no other outage or COI Service Interruption during the applicable month, Cox will be deemed to have met the COI Service Availability performance standard and no Service Credit(s) (as defined below) will be provided.

3. **COI Service Interruption.** A “COI Service Interruption” is a loss of signal to the Customer that results in a total disruption of COI Service beyond the COI Service Availability level. Any COI Service Interruption, outage, degradation of COI Service, or failure to meet any objective stated in this SLA is not a default or breach under the Agreement, but may entitle Customer to a Service Credit (as defined below) for a qualifying COI Service Interruption. A COI Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox’s Network Operations Center (“NOC”) under the methods and procedures set forth in Section 7 of this SLA and ends when Cox restores the COI Services to Customer.

4. **COI Service Response and Resolution.** In the event Cox receives a Trouble Report (defined below) from Customer, Cox will initiate action to clear the trouble within approximately thirty (30) minutes. If the Trouble Report is the result of an electronic component failure, the estimated restoration time is four (4) hours. If the Trouble Report is the result of a cable or fiber failure or any other issue, the estimated restoration time is eight (8) hours.

5. **Service Credits.** The following are each types of “Service Credits” which may be available to Customer as described below and subject to all limitations in the SLA, including Section 9:

(a) **COI Service Interruption Service Credit.** The available Service Credit for a COI Service Interruption is identified in the table below as a percentage of the monthly recurring charge (“MRC”) for the portion of the affected COI Services experiencing a qualifying COI Service Interruption. Service Credits are not cumulative (e.g. if a qualifying COI Service Interruption lasted 20 hours, Customer will receive a credit equal to 20% of the MRC for the portion of the COI Services experiencing a COI Service Interruption, but Customer does not also receive a separate Service Credit for the “≥ 30 min. to < 4 hours”, “≥ 4 hours to < 8 hours” and “≥ 8 hours to < 16 hours” timeframes identified in the table below.) The amount of the Service Credit shall be as follows:

<i>COI Services Interruption Length</i>	<i>Credit of the MRC for the portion of COI Services experiencing a COI Service Interruption</i>
≥ 30 min. to < 4 hours	5% of applicable MRC
≥ 4 hours to < 8 hours	10% of applicable MRC
≥ 8 hours to < 16 hours	15% of applicable MRC
≥ 16 hours to < 24 hours	20% of applicable MRC
≥ 24 hours	25% of applicable MRC

(b) **Network Latency Service Credit.** Network Latency, as it relates to COI Services, is defined by Cox as the round-trip delay for a packet to travel between two Regional Data Centers (“RDCs”) on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network (“Network Latency”). The average monthly round-trip delay is measured in milliseconds. The Cox Network Latency Service Level for COI Service is Fifty (50) milliseconds or less. Network Latency due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Network Latency. Network performance statistics and methodology related to the Cox Network Latency for COI Service are posted at the following location:

<https://www.cox.com/business/networking/svpn.html>.

If the Cox Network Latency Service Level for COI Service is greater than fifty (50) Milliseconds in a calendar month, the available Service Credit equals Ten Percent (10%) of the MRC for the affected COI Services for any Network Latency in a calendar month.

(c) **Data Delivery Service Credit.** Data Delivery Rate, as it relates to COI Services, is defined by Cox as the percentage of packets delivered during a transmission between two RDCs on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network

("Data Delivery Rate"). The average monthly packet delivery is measured in percentage of packets delivered per One Hundred (100) and shall be Ninety-Nine and Nine-Tenths Percent (99.9%) or greater, averaged on a monthly basis. Non-delivery of packets due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Data Delivery Rate.

Network performance statistics and methodology related to the Cox Data Delivery Rate for COI Services are posted at the following location:

<https://www.cox.com/business/networking/svnpn.html>

If the Data Delivery Rate for COI Services in a calendar month is less than Ninety-Nine and Nine-Tenths Percent (99.9%), the available Service Credit equals Ten Percent (10%) of the MRC for portion of the affected COI Services for any Data Delivery Rate issues in a calendar month.

6. Chronic Outage. If three (3) or more separate times during a thirty (30) consecutive day period, the COI Services experience a COI Service Interruption for a period greater than eight (8) consecutive hours, ("Chronic Outage") subject to Section 9 below, Customer may terminate the affected circuit(s) without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section 6. Within thirty (30) days of the occurrence of the third Chronic Outage, Customer shall notify Cox in writing of its election to terminate the circuit(s) and the circuit(s) shall be terminated upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the third Chronic Outage, of its intent to terminate the circuit(s), then Customer shall be deemed to have waived its right to terminate the circuit(s) under this Section 6 until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section 6, neither party shall have any further rights, obligations, or liabilities to the other party with respect to such terminated affected circuit(s), except those accrued through the termination date, and that expressly survive termination of this Agreement.

7. Customer Responsibilities / Trouble Reports. Cox will maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customer to report COI Service troubles, including COI Service Interruptions, Network Latency, and Data Delivery Rate issues. Customer shall call Trouble Reports to the telephone number provided by Customer's local market sales representative. A "Trouble Report" means any report made by Customer to Cox relating to the COI Services or the equipment provided by Cox.

Cox will investigate the Trouble Report and assign a trouble ticket number. To qualify for any Service Credit(s), Customer must request, in writing, a Service Credit within thirty (30) calendar days of a qualifying Trouble Report. Cox will be the only party to determine (in its sole discretion) whether Cox has not met any of the SLA terms specified herein and whether a Service Credit is to be issued. Customer shall cooperate with Cox at all times in testing, determining and verifying that a qualifying COI Service Interruption, Network Latency, and/or Data Delivery Rate issue has occurred.

8. COI Service Installation Delays

(a) COI Service Installation and Availability. Cox will make commercially reasonable efforts to install, provision and make the COI Services available for Customer's use within ten (10) business days of the installation date if explicitly defined in the Agreement, if any ("Estimated Install Date"). COI Service shall be deemed as available upon Cox's installation of the equipment and facilities necessary to provide Customer the COI Services.

(b) Installation Delay Credit. Cox shall provide Customer with an Installation Delay Credit if the COI Services are not available for Customer's use within ten (10) business days of the Estimated Install Date. In this event, Cox will provide an "Installation Delay Credit" of One Hundred Percent (100%) off the standard nonrecurring charge ("NRC") paid by Customer for the portion of the COI Service that was unavailable. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing COI Services to Customer.

(c) Exceptions to Installation Delay Credits. Installation Delay Credits shall not be provided for installation delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inabilities or difficulties of Cox to access Customer's premises; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; (iv) due to any delays in obtaining any necessary permits, licenses, pole attachment agreements, rights of way, or other access or property rights; (v) due to any causes addressed in Section 9; or (vi) due to Force Majeure events.

9. Exceptions and Limitations to Service Credit.

(a) Exceptions. Service Credits shall not be provided for any COI Service Interruptions or failures to meet the COI Service Availability, Data Delivery Rate, or Network Latency objectives, estimated restoration time, Estimated Install Date, or any other term specified in this SLA: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy or any misconduct or accident of the Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; (vii) due to Customer's failure to release the COI Service for testing and/or repair to Cox; or (viii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the COI Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages; (vii) delays in obtaining permits or other approvals from governmental authorities for construction or COI Services provisioning, or (viii) any other causes beyond the

reasonable control of Cox. In addition, Service Credits shall not apply (a) if Customer is entitled to any other available credits, compensation or remedies under the Agreement for the same COI Service Interruption, deficiency, degradation, delay, or issue (b) for COI Service Interruptions, deficiencies, degradations, delays, or issues not reported by Customer to Cox within a reasonable period of time, not to exceed thirty (30) days from when it started, (c) where Customer reports a COI Service Interruption, Network Latency and/or Data Delivery Rate issue, but Cox does not find any such issue, (d) to any Service locations served via a third party (i.e. Type-II site), or (e) to any service not provided under the Agreement even if the service is provided by a Cox affiliate or subsidiary. For any COI Service locations served via a third party, Cox may pass through any COI Service credits it receives from the third party associated with any COI Service Interruption not to exceed the Service Credit amount.

(b) Limitations. With respect to all Service Credits under this SLA, no Service Credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined Service Credits for Network Latency and Data Delivery Rate shall not exceed ten percent (10%) of the MRC for the affected COI Services. Furthermore, in any calendar month, Customer's combined Service Credits for any and all issues, including, without limitation, Network Latency, Data Delivery Rate, Service Interruptions, and Installation Delay Credits shall be no more than one (1) full MRC for the affected COI Services. The calculation of credits under this SLA are exclusive of any applicable taxes, fees, or surcharges charged to the Customer or collected by Cox. All claims for Service Credits must be initiated by the Customer and are subject to review and verification by Cox. Cox reserves the right to change or modify the SLA program rules and regulations at any time without notice. For the avoidance of doubt, Cox and Customer agree that Customer's sole and exclusive remedy for any COI Service Interruptions, installation delays, missed Data Delivery Rate, missed Network Latency, missed repair objectives, service degradations, or any other outages or issues related to the COI Services provided under the Agreement shall be strictly limited to the Service Credits or the Installation Delay Credit, as applicable, as set forth in this SLA.

Cox Response

Exhibit B

Sapulpa Public Schools
511 E Lee
Sapulpa, OK 74066
IFCB ID: 220001116

Name of Vendor:	<u>Cox Oklahoma Telecom, LLC, "Cox Business"</u>
Name of Company Representative:	<u>Jack Bunds</u>
Business Address: Phone Number: SLD	<u>11811 E 51stSt, Tulsa, OK 74146</u>
SPIN Number:	<u>918-286-4437</u>
	<u>143005575-Cox has current SPAC on all bids.</u>

Metro E Pricing
For all sites

Metro Ethernet	Term	Install and/or OTC	Monthly Price
1Gb	5 Years Annual Options	\$0	\$550
2Gb	5 Years Annual Options	\$0	\$637
3Gb	5 Years Annual Options	\$0	\$715
4Gb	5 Years Annual Options	\$0	\$783
5Gb	5 Years Annual Options	\$0	\$842
10Gb	5 Years Annual Options	\$0	\$995



Cox
BUSINESS
Cox Metro-Ethernet and CloudPort
Service Level Agreement

1. **Scope.** This Service Level Agreement (“SLA”) is incorporated into the Commercial Services Agreement or Master Services Agreement (“Agreement”) by and between Cox and the Customer, each as defined in the Agreement. The performance standards and service levels set forth in this SLA are Cox’s objectives with respect to the Cox Layer 2 VPN services which is inclusive of Cox Metro-Ethernet Service and Cox CloudPort Service (collectively, the “Layer 2 VPN Services”).

2. **Layer 2 VPN Services Description.**

- (a) **Layer 2 VPN Service Elements:** The Layer 2 VPN Services consists of a port (Metro-Ethernet Port or CloudPort respective to each Service’s particular branding) (“Port”), Ethernet Virtual Circuit (“EVC”), and a User to Network Interface (“UNI”). A UNI may be a Cox provided physical interface or a logical point of demarcation as defined by Cox.
- (b) **Network Segments:** For purposes of SLA, there are three defined network segments for the Layer 2 VPN Services:
- (i) **Core Network:** A provider edge router to provider edge router segment whose metrics consist of all EVCs within a given a geographic boundary for a multipoint service topology. Core network segment metrics for point to point service topologies are circuit specific measurements. Geographic boundaries include metro, state, regional and national as shown in Table 2.0 in Section 7.
 - (ii) **Access to Core:** A customer edge UNI to provider edge Core Network segment, commonly referred to as a “local loop”. Access to Core segment metrics are circuit specific measurements.
 - (iii) **Type-II:** Any portion of the Layer 2 VPN Services or circuits obtained by Cox from third party carriers are not subject to any Service Quality (as defined below) or any other SLA terms.
- (c) **Service Topology:** Services are configured in either a multipoint (ELAN) or a point to point (ELINE) configuration.
- (d) **“End to End” SLA:** For purposes of “End to End” SLA Service calculation for Metro-Ethernet Services, the concatenation of access to core, core network and access to core can be used. Specifically:
- “End to End” Delay = Access to core Delay + Core Delay + Access to core Delay
 - “End to End” DDR = Access to core DDR * Core DDR * Access to core DDR
 - “End to End” Jitter = Higher value Jitter metric for either Access to core Jitter or Core Jitter

For purposes of SLA Service calculation for CloudPort Service, the concatenation of access to core and core network can be used. Specifically:

- “End to End” Delay = Access to core Delay + Core Delay
- “End to End” DDR = Access to core DDR * Core DDR
- “End to End” Jitter = Higher value Jitter metric for either Access to core Jitter or Core Jitter

3. **Layer 2 VPN Service Availability.** “Layer 2 VPN Service Availability” is defined by Cox as the ability to send or receive Ethernet Service Frames via a given Port inclusive of the local loop and UNI. Cox’s objective is to make the Port available for Customer’s as set forth in Table 2.0 in Section 7 with respect to the Cox Network Core and Access to the Core. This parameter is calculated by dividing the number of minutes a Port is available for Customer’s use by the total number of minutes in any calendar month and multiplying by one hundred (100). Unavailability of the Layer 2 VPN Services due to the reasons or causes set forth in Section 11 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Layer 2 VPN Service Availability objective. For example, if a Port experiences an outage for one (1) day due to a Force Majeure event, and otherwise experiences no other outage or Service Interruption during the applicable month, Cox will be deemed to have met the Layer 2 VPN Service Availability performance objective and no Service Credit(s) (as defined below) will be provided.

4. **Layer 2 VPN Service Interruption.** A “Layer 2 VPN Service Interruption” is an interruption of a Port (“Affected Port”) that results in the total disruption of the Layer 2 VPN Services delivered over the Affected Port beyond the Layer 2 VPN Service Availability level. Any Layer 2 VPN Service Interruption, outage, degradation of Layer 2 VPN Service, or failure to meet any objective stated in this SLA is not a default or breach under the Agreement, but may entitle Customer to a Service Credit (as defined below) for a qualifying Layer

2 VPN Service Interruption. A Layer 2 VPN Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox's Network Operations Center ("NOC") under the methods and procedures set forth in Section 9 of this SLA and ends when Cox restores the Layer 2 VPN Services to Customer.

5. **Service Interruption Credits.** The available "Service Credit" for a Layer 2 VPN Service Interruption is identified in the table below as a percentage of the monthly recurring charge ("MRC") associated with the Affected Port experiencing a qualifying Layer 2 VPN Service Interruption. Service Credits are not cumulative (e.g. if a qualifying Layer 2 VPN Service Interruption lasted 20 hours, Customer will receive a Service Credit equal to 20% of the MRC for the portion of the Layer 2 VPN Services experiencing a Layer 2 VPN Service Interruption, but Customer does not also receive a separate Service Credit for the "≥30 min. to <4 hours", "≥ 4 hours to < 8 hours" and "≥ 8 hours to < 16 hours" timeframes identified in the table below). The amount of the Service Credit shall be as follows:

Table 1.0
Cox – Layer 2 VPN Services

<i>Layer 2 VPN Services Interruption Length</i>	<i>Credit of the MRC for the portion of Affected Port experiencing a Layer 2 VPN Service Interruption</i>
≥ 30 min. to < 4 hours	5% of MRC
≥ 4 hours to < 8 hours	10% of MRC
≥ 8 hours to < 16 hours	15% of MRC
≥ 16 hours to < 24 hours	20% of MRC
≥ 24 hours	25% of MRC

6. **Chronic Outage.** If three (3) or more separate times during a thirty (30) consecutive day period, an Affected Port experiences a Layer 2 VPN Service Interruption for a period greater than eight (8) consecutive hours, ("Chronic Outage"), subject to Section 11 below, Customer may terminate the Affected Port(s) without charge or payment of any termination charges otherwise provided in the Agreement, provided Customer complies with the notification process described in this Section 6. Within thirty (30) days of the occurrence of the third Chronic Outage, Customer shall notify Cox in writing of its election to terminate the Affected Port(s) and the Affected Port(s) shall be terminated upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the third Chronic Outage, of its intent to terminate the Affected Port(s), then Customer shall be deemed to have waived its right to terminate the Affected Port(s) under this Section 6 until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section 6, neither party shall have any further rights, obligations, or liabilities to the other party with respect to such terminated Affected Port(s), except those accrued through the termination date, and that expressly survive termination of this Agreement.

7. **Service Quality.** "Service Quality" is defined as the measurement of network performance characteristics which include, Latency, Data Delivery Ratio and Jitter (each as defined below for both the Network Core and Access to the Core). Service Quality is influenced by both the distance classification of the offering and the Class of Service ("CoS") provisioned and are measured for a given network segment. Measurement is only included for "in-profile" (conform to the performance attributes of the Layer 2 VPN Services) at both the ingress and egress UNIs of any given EVC. All "Service Quality" metrics in this Section 7 are objectives only.

Service Quality Measurement Network Segments:

(a) Core Network Measurements:

- (i) "Core Latency", as it relates to the Layer 2 VPN Services, is a measure of Cox Network Core delay within a given network segment, region or distance band, as the average round trip interval of time it takes during the applicable calendar month for Ethernet Service Frame to transverse between all selected pairs of Cox network nodes within a given Network Core region. The Core Latency objective designated by CoS traffic is set forth in Table 2.0, averaged on a monthly basis.
- (ii) Core Data Delivery Ratio ("Core DDR"), as it relates to the Layer 2 VPN Services, is the average round trip data delivery percentage for a given Network Core segment, calculated by dividing data received by data delivered and multiplying by 100. Data delivered is the number of Ethernet Service Frames delivered in a given calendar month by Cox from an ingress router at a Cox network device in the given Network Core segment for delivery to an egress router at another specific Cox network node in the region and returned to the same ingress router. The Core DDR objective designated by CoS traffic is set forth in Table 2.0, averaged on a monthly basis.
- (iii) "Core Jitter", as it relates to the Layer 2 VPN Services, is a measure of the Cox Ethernet Service Frames delay variation within a given Network Core region during a given calendar month, as is the average difference in the interval of time for selected pairs of Ethernet Service Frames that transverse between pairs of Cox network nodes in a given core network segment. The Core Jitter objective designated by CoS is set forth in Table 2.0, averaged on a monthly basis.

(b) Access to Core Network Measurements:

- (i) “Access Latency” as it relates to the Layer 2 VPN Services, is the time elapsed from when the first bit of an Ethernet Service Frame enters the UNI to when the last bit returns to the same UNI after the Ethernet Service Frame has transversed the Access to Core network on a round trip basis. The Access Latency objective designated by CoS is set forth in Table 2.0, averaged on a monthly basis.
- (ii) Access Data Delivery Ratio (“Access DDR”), as it relates to the Layer 2 VPN Services, is the percentage of Ethernet Service Frames that successfully traverse the Access to Core network segment on a round trip basis. The Access DDR objective designated by CoS is set forth in Table 2.0, averaged on a monthly basis.
- (iii) “Access Jitter” as it relates to the Layer 2 VPN Services, is a measure of the Cox Ethernet Service Frame delay variation within an Access to Core network segment during a given calendar month, and is the average difference in the interval of time for selected pairs of Ethernet Service Frames that transverse the Access to Core network segment on a round trip basis. The Access Jitter objective designated by CoS is set forth in Table 2.0, averaged on a monthly basis.

(c) Service Quality Objectives (“Table 2.0”). The following table sets forth Cox network objectives for Layer 2 VPN Service Availability, Data Delivery Ratio, Latency and Jitter for four (4) regional classifications and three (3) access to core network segments objectives based upon CoS:

Table 2.0

Network Segment	Region / Distance band	CoS	Service Availability	Data Delivery Ratio (two way)	Latency (two way)	Jitter (two way)
Access to Core	Fiber based VPN access	Real Time	99.99% (< 4 min/mo)	99.9%	10 ms.	2 ms.
		Interactive			12 ms.	3 ms.
		Priority Data			16 ms.	N/A
		Best Effort			N/A	N/A
	HFC based VPN access	Priority Data	99.9% (< 43 min/mo)	99.75%	16 ms.	N/A
	TYPE II	Priority Data	99.9% (< 43 min/mo)	N/A	N/A	N/A
Network Core	Metro (<155 miles)	Real Time	99.995% (< 2 min/mo)	99.99%	10 ms.	2 ms.
		Interactive			12 ms.	3 ms.
		Priority Data			16 ms.	N/A
		Best Effort			N/A	N/A
	State (<400miles)	Real Time	99.995% (< 2 min/mo)	99.99%	20 ms.	2 ms.
		Interactive			22 ms.	3 ms.
		Priority Data			26 ms.	N/A
		Best Effort			N/A	N/A
	Regional (<755miles)	Real Time	99.995% (< 2 min/mo)	99.99%	30 ms.	2 ms.
		Interactive			32 ms.	3 ms.
		Priority Data			36 ms.	N/A
		Best Effort			N/A	N/A
National (<4,349miles)	Real Time	99.99% (< 4 min/mo)	99.985%	50 ms.	2 ms.	
	Interactive			52 ms.	3 ms.	
	Priority Data			56 ms.	N/A	
	Best Effort			N/A	N/A	

8. Layer 2 VPN Service Response and Resolution. In the event Cox receives a Trouble Report (defined below) from Customer, Cox will initiate action to clear the trouble within approximately thirty (30) minutes. If the Trouble Report is the result of an electronic component failure, the estimated restoration time is four (4) hours. If the Trouble Report is the result of a cable or fiber failure or any other issue, the estimated restoration time is eight (8) hours.

9. Customer Responsibilities / Trouble Reports. Cox will maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customer to report Layer 2 VPN Service issues, including troubles, outages or Layer 2 VPN Service Interruptions. Customer shall call Trouble Reports to the telephone number provided by Customer’s local market sales representative. A “Trouble Report” means any report made by Customer relating to the Layer 2 VPN Services or the equipment provided by Cox.

Cox will investigate the Trouble Report and assign a trouble ticket number. To qualify for any Service Credit(s), Customer must request, in writing, a Service Credit within thirty (30) calendar days of a qualifying Trouble Report. Cox will be the only party to determine (in its sole discretion) whether Cox has not met any of the SLA terms specified herein and whether a Service Credit is to be issued. Customer shall cooperate with Cox at all times in testing, determining and verifying that a qualifying Layer 2 VPN Service Interruption or other issue related to this SLA has occurred.

10. Layer 2 VPN Service Installation Intervals.

- (a) **Layer 2 VPN Service Installation and Availability.** Cox will make commercially reasonable efforts to install, provision and make the Layer 2 VPN Services available for Customer's use within ten (10) business days of the installation date if explicitly defined in the Agreement, if any ("Estimated Install Date"). Layer 2 VPN Service shall be deemed as available upon Cox's installation of the equipment and facilities necessary to provide Customer the Layer 2 VPN Services.
- (b) **Installation Delay Credit.** Cox shall provide Customer with an Installation Delay Credit if the Layer 2 VPN Services are not available for Customer's use within ten (10) business days of the Estimated Install Date. In this event, Cox will provide an "Installation Delay Credit" of One Hundred Percent (100%) off the standard nonrecurring charge ("NRC") paid by Customer for the portion of the Layer 2 VPN Service that was unavailable. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing Layer 2 VPN Services to Customer.
- (c) **Exceptions to Installation Delay Credits.** Installation Delay Credits shall not be provided for installation delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inabilities or difficulties of Cox to access Customer's premises; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; (iv) due to any delays in obtaining any necessary permits, licenses, pole attachment agreements, rights of way, or other access or property rights; (v) due to any causes addressed in Section 11; or (vi) due to Force Majeure events.

11. Exceptions and Limitations to Service Credit.

- (a) **Exceptions.** Service Credits shall not be provided for any Layer 2 VPN Service Interruptions or failures to meet the Layer 2 VPN Service Availability, Service Quality objectives, estimated restoration time, Estimated Install Date, or any other term or objective specified in this SLA: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy or any misconduct or accident of the Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; (vii) due to Customer's failure to release the Layer 2 VPN Service for testing and/or repair to Cox; or (viii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the Layer 2 VPN Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages; (vii) delays in obtaining permits or other approvals from governmental authorities for construction or Layer 2 VPN Services provisioning, or (viii) any other causes beyond the reasonable control of Cox. In addition, Service Credits shall not apply (a) if Customer is entitled to any other available credits, compensation or remedies under the Agreement for the same Layer 2 VPN Service Interruption, Service Quality issue, deficiency, degradation, delay, or any other issue (b) for Layer 2 VPN Service Interruptions, Service Quality issues, deficiencies, degradations, delays, or issues not reported by Customer to Cox within a reasonable period of time, not to exceed thirty (30) days from when it started, (c) where Customer reports a Layer 2 VPN Service Interruption, Service Quality, or any other issue or failure of Cox to meet any other objective in this SLA, but Cox does not find any such issue, (d) to any Service locations served via a third party (i.e. Type-II site), or (e) to any service not provided under the Agreement even if the service is provided by a Cox affiliate or subsidiary. For any Layer 2 VPN Service locations served via a third party, Cox may pass through any Layer 2 VPN Service credits it receives from the third party associated with any Layer 2 VPN Service Interruption not to exceed the Service Credit amount.
- (b) **Limitations.** With respect to all Service Credits under this SLA, no Service Credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined Service Credits for any and all issues and any failure to meet any objective in this SLA, including, without limitation, Layer 2 VPN Service Interruptions, Service Quality issues, and Installation Delay Credits shall be no more than one (1) full MRC for the affected Layer 2 VPN Services. The calculation of credits under this SLA are exclusive of any applicable taxes, fees, or surcharges charged to the Customer or collected by Cox. All claims for Service Credits must be initiated by the Customer and are subject to review and verification by Cox. Cox reserves the right to change or modify the SLA program rules and regulations at any time without notice. For the avoidance of doubt, Cox and Customer agree that Customer's sole and exclusive remedy for any Layer 2 VPN

Service Interruptions, installation delays, Service Quality issues, missed repair objectives, service degradations, or any other outages or issues related to the Layer 2 VPN Services provided under the Agreement shall be strictly limited to the Service Credits or the Installation Delay Credit, as applicable, as set forth in this SLA.

QUOTATION

CLIENT: Sapulpa Public Schools
ADDRESS: 1 S. Mission Sapulpa OK 74066
PHONE:
EMAIL:
QUOTE NUM:
CUST REF:
PMT TERMS: Upon Delivery/Pickup

Performance Stage Inc.
 5946 E. 12th St.
 Tulsa OK 74112
 Project Manager: Caleb Hill
 Office Number: 918-832-8800
caleb@performancestage.com

2023 Sapulpa High School Graduation

Rental 05/19/2023@09:00AM to 05/19/2023@10:00PM

Delivery Venue: Sapulpa High School
Delivery Address: 1 Mission St Sapulpa OK
Delivery Instructions:

SERVICE	DESCRIPTION	TOTAL
Staging Mobile Stage		\$3,906.00
	(1) Mobile Stage - Rig 1	
	(1) Rig 1 - Front Skirt	
	(1) Rig 1 - Guard Rail Kit	
	(2) Rig 1 - Guardrail - 4'	
	(6) Rig 1 - Guardrail - 8'	
	(16) Rig 1 - Guardrail - Clamps	
	(6) Stage Pin - Rig 1	
	(2) Rig 1 - Stair Unit	
	(2) Rig 1 - Downstage Truss Support	
	(2) Rig 1 - Upstage Truss Support	
Stage Thrust	<i>24' x 8' x 2' Thrust with 2 Stairs and 2 Ramps</i>	\$808.00
	(6) AS2100 4x8 Stage Deck	
	(1) AS2100 Deck Cart	
	(14) AS2100 - Leg Assembly - 21"	

QUOTATION

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PHONE:
EMAIL:
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 5946 E. 12th St.
 Tulsa OK 74112
 Project Manager: Caleb Hill
 Office Number: 918-832-8800
caleb@performancestage.com

SERVICE	DESCRIPTION	TOTAL
	(1) Skirt - Black - Pleated - 24"x08'	
	(5) AS2100 Deck Lock Corner Support Bracket	
	(2) Guardrail - AS2100 - 4'x42" Vertical	
	(1) Skirt - Black - Pleated - 24"x16'	
	(6) AS2100 4x8 Stage Deck	
	(2) Stair Unit - StageRight Tilt & Tote 2 Step	
Ramp Left and Right		\$598.00
	(1) AS2100 Deck Cart	
	(24) Guardrail - AS2100 - 4'x42" Vertical	
	(2) Ramp - Ramp End - AS2100 - Solid	
	(2) Ramp - Top Filler Plate (AS2100 or ST8100)	
	(4) Ramp - Guardrail - EndPanel - Horizontal (AS2100 or ST8100)	
	(2) AS2100 Deck Lock Corner Support Bracket	
Crew		\$2,840.00
	(2) General Stagehand	
	(2) Lead Stage Tech	
	(2) General Stagehand	
	(2) Delivery/Pickup - CDL Truck	
		SUBTOTAL \$6,746.00
REPLACEMENT VALUE	\$266,180.00	TAX \$0.00
WEIGHT	2275.00 lbs	TOTAL \$6,746.00

QUOTATION

CLIENT: Sapulpa Public Schools
ADDRESS: 1 S. Mission Sapulpa OK 74066
PHONE:
EMAIL:
QUOTE NUM:
CUST REF:
PMT TERMS: Upon Delivery/Pickup

Performance Stage Inc.
5946 E. 12th St.
Tulsa OK 74112
Project Manager: Caleb Hill
Office Number: 918-832-8800
caleb@performancestage.com

(Cash, Check, or Wire)

CREDIT TOTAL \$6,948.38

(If Paid Via Credit Card)

QUOTATION

CLIENT: Sapulpa Public Schools
ADDRESS: 1 S. Mission Sapulpa OK 74066
PHONE:
EMAIL:
QUOTE NUM:
CUST REF:
PMT TERMS: Upon Delivery/Pickup

Performance Stage Inc.
 5946 E. 12th St.
 Tulsa OK 74112
 Project Manager: Caleb Hill
 Office Number: 918-832-8800
caleb@performancestage.com

Terms and Conditions

ALL RENTALS DUE BACK AT 10AM ON RETURN DAY UNLESS OTHERWISE AGREED UPON Additional day rental rates may be assessed if equipment is returned after 10AM

Renter shall indemnify and hold harmless Performance Stage Inc. (PSI) and/or Phillip N. Martin and all Employees of Performance Stage Inc. from any risks and claims relative to the use of the equipment. Renter hereby accepts full responsibility for the protection and security of the equipment from its time of release until its time of return. Renter agrees to pay all costs of replacement or repair in the event that equipment is damaged, stolen, or lost during the rental period. This is a contract of rental only and not of sale unless specifically noted. The undersigned renter agrees to have rented the item(s) herein described upon the express condition that item(s) will at all times remain the property of PSI. Renter agrees to pay promptly when due all charges which accrue because of this rental, including damage to said item(s), or additional expense incurred by PSI due to renter's untimely return or delay in release of equipment. All charges are based on the time item(s) are in renter's possession whether in use or not. Renter agrees to pay late charges of (1) day rate per-day on each item not returned.

For do-it-yourself rentals, the equipment you are renting is professional equipment and it is assumed that you are knowledgeable in the proper operation and troubleshooting of rented equipment. PSI will provide limited instruction at time of rental as to the operation of equipment, but it is ultimately your responsibility to know how to operate the equipment. Any problems arising during your rental period not due to actual equipment malfunction will not be eligible for any refunds or discounts on the cost of the rental. We do provide 24/7 access to an on-call technician should you have any problems with your rental and any equipment failures or missing equipment must be reported at the time of discovery by calling our office at 918-832-8800 immediately to be eligible for any refund. We are available to come to your event site 24/7 to troubleshoot faulty equipment, however if the problems are due to operator error you will be billed at the standard tech rate of \$75/hr with a 2-hr minimum. It is the client's sole responsibility to verify that all required rental equipment has been provided. No discounts or refunds will be given for equipment failure cause by client once client has signed for the equipment and left the premises.

If PSI is providing operational support for a show, client hereby agrees to provide FINAL copies of any and all media (PowerPoint, video, audio, etc.) to be shown during the event to PSI no later than 72 hours before the start of the event, as listed on this agreement. Failure to comply with the above requirement may result in extra charges to the client, or the termination of this agreement at the sole discretion of PSI. In addition, should client fail to provide media in advance as stated above, PSI can make no guarantee as to the overall success of the event. For scripted shows, client shall provide PSI Inc. a copy of the final script no later than 72 hours before the start of the event. Client understands that last minute changes may affect the quality of the event, and agrees not to withhold payment for any reason resulting from last minute changes.

By executing this contract you agree to the venue for any legal proceedings to be Tulsa, OK and to be bound by the laws of the State of Oklahoma. Labor is billed at hourly rates. Client agrees to pay for additional labor costs incurred due to changes made after signing the original contract. Any changes to labor requested by the client that require additional time shall be added to the final bill, and client agrees to promptly pay these additional labor charges upon request.

Cancellation for any reason, including weather, artist failures, or any other reason not specifically listed here shall incur a cancellation penalty up to 100% of the amount of the original contract. However it is not our policy or practice to penalize customers simply for cancelling a rental and we understand that there are many factors that lead to a cancellation. For this reason, cancellations for reasons outside the control of the customer shall not incur charges exceeding the actual expenses incurred to-date in preparing the show including, but not limited to: administrative expenses in planning, labor incurred preparing the equipment, or sub-rented items that we are unable to recoup costs on. We give you our word that we will make a good faith fair and reasonable assessment at the time of cancellation and work with you, the customer, to come to an equitable resolution. PSI reserves the right to cancel this agreement at any time before the performance if the Client has requested significant changes and/or modifications to this estimate and no reasonable agreement can be made between the parties.

Sales price for job includes a 3% discount for payment via Cash or Check. Any other form of payment will incur a 3% "Convenience Fee"



1300 Metropolitan Avenue
 Oklahoma City, OK 73108
 405-951-7300 800-345-1443
 Fax: 405-951-7363
www.candidcolorphotography.com
www.partypics.com



REQUEST FOR GRADUATION PHOTOGRAPHY SERVICE AND AGREEMENT

Sapulpa High School grants exclusive right to Candid Color Photography, or its assigned, to photograph each of the school's graduates participating in ceremonies in the school year(s): Initial each year you wish to secure Candid Color Photography as your graduation photography company.

X 2022/2023
 2023/2024
 2024/2025
 2025/2026

CANDID COLOR PHOTOGRAPHY agrees to:

1. Photograph each graduate as he/she receives his/her diploma, post proofs of graduate online and send an email link to each graduate which will take them to their image gallery.
2. Take an additional single photo of graduate before or after the handshake to provide students with a good closeup picture in graduation attire. This is determined based on flow of graduation and space available.
3. Digital proofs will be online within one business day of the graduation for all graduates who have properly completed photo registration.

SCHOOL agrees to:

1. Grant Candid Color Photography permission to photograph each graduate as he/she receive his/her diploma. Grant CCP exclusive rights to take and offer photographs for sale to graduates.
2. Work with CCP to provide an optimum shooting position to capture the best possible photographs of the graduates.
3. Complete **Commencement Ceremony Questionnaire** to ensure ceremony details are covered to your specifications.
4. Aid CCP in collecting accurate contact information by A.) providing contact data directly to CCP via roster (in Excel format). B.) sending out a registration link to students ahead of time through your school email portal. C.) If doing on-site registration, allow CCP one extra hour prior to ceremony to complete any missing registrations. D.) QR Code to be incorporated on all announcer cards used in ceremony.
5. If you would like to schedule us to do your group photo and/or grad fair, Initial here and someone will call you to schedule and go over details. _____.
6. *Any additional information agreed upon by both parties:*

Ceremony Dates/Times: May 19 7:30 pm

Commencement Coordinator: Toni Slagle Title: HS Asst. Principal

Email: tstagle@sapulpa-ps.org Phone: 918-906-1676

Mailing Address: 3 S mission Sapulpa OK 74066

Toni Slagle
 School Representative

Toni Slagle
 Print Name

3/20/23
 Date

Tiffany Thomas
 Candid Color Photography Representative

 Print Name

3/20/23
 Date



6511 E 44th Street
 Tulsa, OK 74145
 www.partyprorents.com
 918-622-8102 Phone

Status: Reservation

Contract #: 85438

Event Beg: Fri 5/19/2023 4:00PM
 Event End: Fri 5/19/2023 10:00PM
 Operator: Ana R Macedo
 Terms: On Account

Customer #: 2696

Sapulpa High School

Phone 918-224-6560

3 South Mission

Job Descr: Graduation 2023

Sapulpa, OK 74066-4698

PO #: 2023-11-687

Thank you for selecting Party Pro Rents!

Ordered By: Toni Slagle 918-224-6560 ext 2703

Salesman: Anna Macedo anna@partyprorents.com

Delivery Thu 5/18/2023 8:00AM - 12:00PM

Pickup Mon 5/22/2023 8:00AM - 12:00PM

Toni Slagle 918-224-6560

Toni Slagle 918-224-6560

3 South Mission

3 South Mission

Sapulpa, OK 74066

Sapulpa, OK 74066

Please call prior to delivery and pickup

*How many sides of stage covered?: all

Qty	Key	Items	Each	Status	Event End Date	Price
1000	31030Taupe	Chair Grey Plastic Folding	\$3.00	Reserved	Mon 5/22/2023	\$3,000.00
1	BilJax16x24	16'X24' BILJAX STAGE	\$1,200.00	Reserved	Fri 5/19/2023	\$1,200.00
2	0105-37-12	__STAIRS, BILJAX 12" 2-STEP	\$90.00	Reserved	Fri 5/19/2023	\$180.00
10	Stage 8' Black	Skirt Stage 8' Black Box Pleat 23.5" Tall	\$24.00	Reserved	Fri 5/19/2023	\$240.00
1	Stage Insta/remo	Stage Install & Removal	\$100.00	Selling	Thu 5/18/2023	\$100.00
	Begin at:	Thu 5/18/2023 9:00:00AM				
1	174066	Del/Pickup to Sapulpa, OK	\$125.00	Selling	Fri 5/19/2023	\$125.00

Deposit is Non-Refundable.

Client will incur 50% cancellation fee of contract up to 14 days prior to delivery date.

100% of contracted price is due 14 days from delivery date and non-refundable.

Rental Contract

This is a reservation contract and the deposit is non-refundable. A non-refundable deposit is required to hold a reservation. The back of this contract contains important terms and conditions including lessor's disclaimer from all liability for injury or damage and details of customer's obligations. These terms and conditions are a part of this contract - READ THEM! All orders must have a credit card on file. The supplied credit card number will be placed on file and will be used for any and all invoices with an outstanding balance related to this customer number. These terms will constitute a permanent contractual agreement for this and all future orders supplied by Party Pro Rents. Party Pro Rents may contact client for changes to your reservation due to availability of your selected product(s). Final quantities of reserved items may be required more than 14-days prior to your contract begin date otherwise, your reservation count must be finalized 14-days prior to the contract begin date to avoid restocking and cancellation fees. Reductions more than 10% of a rental line item will be billable in full. All custom items must be finalized 30 days prior to event. After specified time period, additional charges may incur for any changes. Items must be returned or ready for pickup on the scheduled due date, due to the possibility based on your return date, they may be reserved or scheduled to be used for another event. The late return of rentals will result with additional rental charges. Rental is for time out, not time used. If any damage is incurred, you will be charged for replacement cost for each damaged item. Linen replacement cost is three times original rental fee. Damage waiver may be applied, see back of contract.

I certify that I have read and agree to all terms of this contract.

Rental:	\$4,620.00
Damage Waiver:	\$410.40
Sales:	\$100.00
Delivery Charge:	\$125.00
Subtotal:	\$5,255.40
Total:	\$5,255.40
Paid:	\$0.00
Amount Due:	\$5,255.40

TERMS AND CONDITIONS

For the purpose of the Rental Agreement, "Rental Center" shall mean Rental Center, its owners, officers, directors, shareholders, and employees, and "Customer" shall mean Customer, its agents and/or employees. In consideration of hiring of the items (herein "the rental items or items") described on the front of this Rental Agreement it is agreed as follows:

1. **INDEMNITY/HOLD HARMLESS.** Customer will take all necessary precautions regarding the items rented and protect all persons and property from injury or damage. Customer agrees to hold harmless rental center from and against any and all liability, claims, judgement, attorneys' fees and cost, of every kind and nature, including, but not limited, to injuries or death to persons and damage to property, arising out of the use, maintenance, instruction, operation, possession, ownership or rental of the items rented, however caused, except claims or litigation arising through the sole negligence or willful misconduct of rental center.
2. **ASSUMPTION OF RISK/RELEASE-DISCHARGE OF LIABILITY.** Customer is fully aware and acknowledges there is a risk of injury or damage arising out of the use or operation of the items rented hereunder and hereby elects to voluntarily enter into this rental agreement and assume all of the above risk of injury or damage. Customer agrees to release and discharge rental center from any and all responsibility or liability from such injury or damage arising out of the use or operation of the rental items; and customer further agrees to wave, release and discharge any and all claims for injury or damage against rental center which customer otherwise may be entitled to assert.
3. **TITLE AND OWNERSHIP.** The items rented shall at all times be and remain the sole and exclusive property of Rental Center. Customer shall have only the rights to use the rental items in accordance with the terms and agreements. Rental Center shall have the right to display notice of its ownership of the rental items by display of an identifying stencil, plate or other marking, and Customer agrees that it will not remove or cover such markings without the written permission of Rental Center. It is expressly intended and agreed that the rental items shall be personal property even though it may be affixed or attached to real estate. The rental items shall not be removed from the place of delivery or installation without the expressed written permission of Rental Center.
4. **INSPECTION.** Customer acknowledges that he has had an opportunity to personally inspect the rental items and finds it suitable for his needs and in good condition. Customer understands its proper use. Customer further acknowledges Customers responsibility to inspect the rental items prior to its use and to notify Rental Center of any defects.
5. **REPLACEMENT OF MALFUNCTIONING ITEMS.** If the rental items become unsafe or in disrepair for any reason, Customer agrees to discontinue its use and to notify Rental Center. Rental Center will repair or replace the items with similar items in good working order if available, and if the defect is the result of normal use. Rental Center is not responsible for any incidental or consequential damages caused by delays or otherwise, and Customer hereby waives any right or entitlement thereto.
6. **WARRANTIES.** Rental Center is not the manufacturer of the rented property nor the agent of the manufacturer, and no warranty against patent or latent defects in material workmanship or capacity is given, and Customer expressly waives all such warranties or fitness which may be accorded by law or otherwise. There are no warranties of merchantability or fitness, either express or implied. There is no warranty that the rental items are suited for Customer's intended use, or that it is free from defects, and any and all such warranties of fitness, or otherwise, are expressly and specifically waived by customer.
7. **HOLD HARMLESS AGREEMENT.** Customer shall defend, indemnify and hold harmless Rental Center its employees, agents and subsidiaries, from and against all claims, liabilities, losses, damages to property or otherwise, and expenses, of every character whatsoever, resulting from actions, negligent or otherwise, of Customer, Customer's employees and agents of Customer or Customer subcontractor. The indemnities included in this exhibit shall include reasonable attorney's fees paid by Rental Center in defending suit and actions involving liability covered by the indemnification provision in this paragraph.
8. **TIME OF RETURN.** Customer right of possession terminates on the expiration of the rental period and retention of possession after this time constitutes a material breach of Customer's obligation under this contract. Time is of the essence in this agreement. Any extension must, at Rental Center's election be mutually agreed upon writing. WE CHARGE FOR ALL TIME OUT - NOT TIME USED.
9. **ASSIGNMENTS, SUBLEASES AND LOANS OF RENTAL ITEMS.** he Rental Center may assign its right under this contract without the Customer's consent but will remain bound by all obligations herein. The Customer may not sublease or loan the rental items without the Rental Center's written permission. Any purported assignment by the Customer is void.
10. **RETURN OF RENTAL ITEMS.** At the termination of this agreement, Customer shall return all the rental items to Rental Center's premises during Rental Center's regular business hours, in the condition and repair as when delivered to Customer, subject only to reasonable wear and tear. Customer shall be liable for all damages to or loss of the Equipment occurring because it was not returned within Rental Center's regular business hours. If Rental Center has agreed to deliver the Equipment to Customer or to pick up the Equipment from Customer. Customer shall be responsible for all losses or damage to the Equipment from time of delivery to Customer and until picked up by Rental Center.
11. **INSPECTION BY RENTAL CENTER.** Rental Center shall at all times have the right to enter any premises where the Equipment may be located for purposes of inspecting it or removing it from Customer's premise.
12. **COMPLIANCE WITH LAWS/USE OF RENTAL ITEMS.** Customer agrees not to use or allow anyone to use the rental items for any illegal purposes or in any illegal manner or in an unsafe manner. Customer agrees at his sole cost and expense to comply with all municipal, county, state and federal laws, ordinances and regulations which may apply to the use of the rental items during the rental period. Customer further agrees to pay all licenses. Fines, fees, permits, or taxes arising from his use of the rental items, including any subsequently determined to be due. Customer is responsible for obtaining all permits and/or licenses from the appropriate governmental agencies. Rental Center may at the Customer's request act as the agent to obtain required permits and/or licenses. If these agencies should require additional rental items, the expense of these rental items will be the sole responsibility of the Customer. If the permits or licenses are denied for any reason, Customer is still responsible for all financial and other obligations pursuant to this Agreement to Rental Center or its subcontractors. Customer shall not allow any person who is not qualified and who has not received and understands safety and operating instructions and who does not utilize all safety required, to operate the rental items or use the rental items. Customer shall not allow any person to use or operate the rental items when it is in need of repair or when it is in an unsafe condition or situation: modify, misuse, harm, or abuse the rental items; permit any repairs to the rental items without Rental Center's prior written permission; or, allow a lien to be placed upon the rental items. Customer agrees to check filters, oil, fluid levels, air pressure, clean and visually inspect the rental items at least daily and to immediately discontinue use and notify Rental Center when rental items are found to need repair or maintenance or is not properly functioning. Customers acknowledges that Rental Center has no responsibility to inspect the rental items while they are in Customer's possession.
13. **DELIVERY/PICK UP.** Delivery is made to closest point truck can park. Extra charges will result in deliveries to upstairs, elevator use or any point where extra time is involved. Our service does not include set up and knock down of tables and chairs. If this service is required, arrangements should be made several days prior to delivery with a special charge quoted. If no arrangements are made and this service is desired on delivery, our driver must call for authorization. If time permits, we will try to accommodate you after quoting the price. On pick up where no prior arrangements have been made and rental items are not knocked down and assembled in one sheltered area, tables and chairs will be left until the next day when a special crew can be scheduled. There will be an additional one-day rental. A knock down fee will result if rental items are still up.

14. **CLEANING.** China, Glassware, and Flatware must be returned rinsed and repacked properly in boxes provided or additional charges will be assessed. Special cleaning deposits will be charged on BBQ Grills and Cooking Equipment.
15. **LINENS.** Table linens are inspected prior to pick up and upon return. **DO NOT ROLL UP OR PLACE WET LINENS IN ANY BAG** - mildew will result. If there is obvious damage such as mildew, excessive stains, burns or tears, you will be charged the cost of the linen and keep same as though it were a sale. Return all linens dry and free of waste.
16. **DIRTY, OR DAMAGED ITEMS.** Customer agrees to pay any damage to rental items regardless of cause, except reasonable wear and tear, while rental items are out of possession of Rental Center. Customer also agrees to pay a reasonable cleaning charge for all rental items returned dirty. Accrued rental charges cannot be applied against the purchase or cost of repair or damaged good. Rental Equipment damaged beyond repair will be paid for by customer at its Replacement Cost when rented. The cost of repairs will be borne by the Customer, whether performed by Rental Center, or at the Rental Center's option by others.
17. **DAMAGE WAIVER.** If accepted by Customer, Rental Center agrees, in consideration of an additional charge of 12% of the gross rental charges, to modify the responsibilities of Customer created in paragraph 16 [Dirty or Damaged Equipment]. For Damage Waiver Charge provided the Customer takes responsible precautions to protect rental items. The Rental Center assumes risk of damage to rental items, except the following risks assumed by the Customer: [a] loss, damage, vandalism, malicious mischief, and theft [b] Loss, damage or theft of accessory items such as extension cords, etc. [c] loss due to mysterious disappearance or wrongful conversion by a person entrusted with rental items. [d] Damage waiver is null and void if damage is caused by a third party not associated or related to Customer. In this instance the Rental Center reserves the right to collect from person or company causing damage. **THE LESSEE UNDERSTANDS THAT THE DAMAGE WAIVER IS NOT INSURANCE. THE LESSEE IS OBLIGATED TO SUBMIT TO THE LESSOR A POLICE REPORT ON ALL LOSSES COVERED UNDER DAMAGE WAIVER PLAN.** The Customer may decline Damage Waiver charge by making a cash deposit equal to full value of rental items.
18. **THEFT OF RENTAL ITEMS.** The Customer agrees to pay for rental items [at its replacement cost when rented] for all types of theft or mysterious disappearances. Damage waiver does not cover theft.
19. **RETAKING OF RENTAL ITEMS.** If for any reason it becomes necessary for Rental Company to retake the rental items, Customer authorizes rental center to retake rental items without further notice or further legal process and agrees that Rental Center shall not be liable for any claims for damage or trespass arising out of the removal of rental items.
20. **LEGAL FEES.** In the event an attorney is retained to enforce any provision of this Rental Agreement, the prevailing party in the dispute shall be entitled to recover reasonable attorney's fees and court costs in such actions, or proceeding, in an amount to be determined by the court.
21. **WEATHER RELATED RISKS.** Customer assumes all weather-related risks involved in holding an outdoor tented event. Rental Center will endeavor to minimize said risk, however, should the tenting become unusable due to high wind, snow, rain, flooding, extreme cold or heat, or any other factor beyond Rental Center's control, Customer shall still be liable for payment in full of all charges.
22. **PREPARATION OF SITE.** Customer agrees to have the site upon which the rental items are to be erected, free and clear of all obstacles, natural and man-made, prior to the arrival of the Rental Center's work crew. Customer further agrees to have all tents cleared for removal prior to our arrival. All non-rented items and decorations shall be cleared and taken from site. If Customer fails to do so, then Customer shall pay all cost involved for any delay, additional rental, and all costs including collection and legal expense.
23. **MATERIAL.** All tents are subject to stretching and retracting of up to 5% of listed sizes and although all tents have been impregnated with waterproofing compound, no tents are guaranteed to be absolutely waterproof, and are to be considered temporary shade structures.
24. **COOKING UNDER TENTS.** Customer agrees not to do any type of cooking under or within a reasonable distance of the tent. Customer assumes full responsibility and costs incurred for damage and or cleaning expense to tent tops due to cooking processes under or near tents.
25. **ELECTRIC POWER AND LIGHTING.** Customer agrees to furnish Rental Center access to, and the right to use Customer's electrical and power lines for installation and operation of the rental items.
26. **UNDERGROUND FACILITIES.** Customer agrees to have all Underground Facilities, in the vicinity of the Equipment installation, clearly marked prior to the arrival of Rental Center's work crew. Customer assumes full responsibility for damage to all Underground Facilities. To identify Underground Facilities. To identify Underground Facilities, Customer must call one week prior to installation.
27. **NOTICE OF NON-WAIVER/SEVERABILITY.** Any failure of Rental Center to insist upon strict performances by Customer as regards any provision of this Rental Agreement shall not be interpreted as a waiver of Rental Center's right to demand strict compliance with all other provisions of this Rental Agreement against Customer or any other person. The provisions of this Rental Agreement shall be severable so that the unenforceability, invalidity or waiver of any provisions shall not affect any other provision.
28. **TIME OF PAYMENT.** Accounts are due and payable at the termination of the rental period. A carrying charge of 1.5% per month (ANNUAL RATE OF 18%) will be charged on all overdue accounts.
29. **COLLECTION COSTS.** Customer agrees to pay all reasonable collection, attorney's and court fees and other expenses involved in the collection of the charges or enforcement of Dealer's rights under this contract.

Party Pro Rents
Phone: 918-622-8102
6511 E. 44st St. Tulsa, OK 74145

CREDIT CARD AUTHORIZATION

Customer Business Name: _____ Customer#: _____

Billing Address (Where credit card statements are sent)

Daytime Phone#: _____ Cellular Phone#: _____

Type of Credit Card: Mastercard Visa American Express Discover

Credit Card #: _____

Expiration Date: _____ Security Code: _____

Cardholder Signature: _____ Date: _____

Print Cardholder Name: _____

This authorization is to be used for processing payment of all purchases until written notice to suspend authorization is submitted by customer.

I accept and agree to the responsibility for all rental items released to me until returned to Party Pro Rents in the condition items were received and according to the date specified on the Order Confirmation. I understand during the course of rental items can be lost, damaged or misplaced. I authorize Party Pro Rents to apply charges to the above specified credit card for any lost, damaged or misplaced items not returned by the due date if no other arrangements have been made for payment. Rental charges will not be applied toward the sale amount for damaged and lost items. If using a debit card or cash to pay for rental items a deposit equal to 50% or more of the rental will be charged at time of rental check out unless an authorized credit card is on file. Deposit can be refunded within 7-business days after return of inspected product.



PROPOSAL FOR DRUG AND ALCOHOL TESTING

SERVICE AGREEMENT

1619 S Boulder Tulsa, Ok 74119 – [P] 918.622.6600 – [F] 918.622.6605 – admin@tulsaweaverdrugtesting.com

This Service Agreement ("Agreement") is made and entered into this ____ day of _____ 2023, by and between **Weaver Drug Testing Lab** with its principle place of business at 1619 S. Boulder, Tulsa, Oklahoma 74119 ("Weaver") and **Sapulpa Public School**.

The terms of this agreement shall remain in effect from July 1, 2023 through July 1, 2024.

1. **Sapulpa Public School retains Weaver Lab, and Weaver Lab agrees to perform the specific services described below.**

Weaver Lab will help organize and plan 1 mass drug test prior to start of school year and make up test as needed. Our lab will have staff on hand to collect and receive collected samples and transport to lab for testing. Athletes who are unable to attend the mass collection will be able to come directly to the lab and complete an initial drug test once payment to the school has been confirmed. Make up days may also be scheduled.

Weaver Lab will provide weekly, bi-monthly, or monthly random drug testing throughout the school year. Weaver lab can and will provide a randomly selected list for number of students to be tested, and provide staff on-site to collect and transport sample to lab. Weaver lab can and will provide flexibility in testing dates and times, tests can be performed on different days of the week and different times of the day, morning or afternoon, at the discretion of Sapulpa Public Schools.

Weaver Lab can provide urine, hair follicle and/or oral swab testing, although urine is the most commonly used sample for testing. Urine drug testing is done in house on the AU640 analyzer. Negative results are usually reported same day depending on time of collection. If a GC/MS confirmation is requested, turn-around time is usually 5 days. Final reports can be emailed to designated individuals or be set up to use our on-line access with a username and password.



SERVICES PROVIDED

BASIC STUDENT PANEL - \$13.00

Amphetamine
 Benzodiazepine
 Cocaine
 Opiate
 THC 20
 THC SQ LEVEL (If positive THC)

GC/MS Confirmation Send Out -
 \$40.00 (Up on request)
 ON-SITE COLLECTION FEE - \$50.00
 THC LEVEL -\$2.00

ALL SUPPLIES ALL PROVIDED AND INCLUDED IN PRICING

2. **Payment for Services:** Weaver will submit invoices in a timely manner to Sapulpa Public School accounts payable. Sapulpa Public School will pay undisputed invoices within 30 days of receipt of an invoice properly issued. Weaver may not increase its prices for the Services during the initial Term of the Agreement.

3. **Service Warranty:** Weaver warrants that all Services will be performed in a competent, workmanlike, and professional manner by Weaver personnel with sufficient training and experience commensurate with their roles to provide the services.

 David Weaver M.T. (ASCP)
 Lab Director

 Pamela Weaver M.L.T (ASCP)
 Lab Manager

School Official



INTRODUCTION & GENERAL PROVISION

VYPE Oklahoma, LLC (VYPE Oklahoma) offers a wide variety of print and digital promotional products for our Clients (Client). Within these terms and conditions the term "VYPE Oklahoma," "we," "our," and "us" includes any subsidiaries, affiliates, and employees.

1. GENERAL PROVISION

Upon acceptance, Client is agreeing to comply with the terms and agreements detailed below only for activated product types. Products will only be activated upon request from the Client. Client may choose to request the addition of products at any time and may remove them in accordance with the policies stated below.

Client is responsible for notifying VYPE Oklahoma if there is a change in the signee of the terms and agreements as well as the secondary or production contacts.

2. SCHEDULE PRODUCTS

REQUIREMENTS OF VYPE OKLAHOMA

VYPE Oklahoma agrees to provide the services of sales, billing, collection, design, print, publication, and distribution of athletic schedule posters, Tickets, and Website to the Client for the season(s) requested.

- A. Posters – a minimum of two hundred (200) will be sent to the school and a minimum of two (2) will be sent to each sponsor. The poster size is determined by the total number of square inches in the ad section.
- B. Tickets – VYPE will provide all ticketing needs for the High School as per requested ahead of time. This includes, but not limited to, Season Tickets, General Admission, Passes, and other such amenities.
- C. Website – VYPE will provide an active website for the high school’s athletic department. The website will be fully functional for the athletic department to provide any and all information to students, coaches, viewers, etc.

REQUIREMENTS OF CLIENT

The Client grants VYPE Oklahoma the exclusive right to utilize the client’s name, endorser’s name, school mascot, logo, and other related information for the solicitation of advertisers and the publication of athletic schedule products. VYPE Oklahoma is granted exclusive rights to produce these products for the season(s) requested.

The Client agrees to provide necessary assets including but not limited to schedules and photos at least thirty (30) days before the first game date each season. Exceptions may be made if mutually agreed upon by both parties. Failure to provide necessary assets within the above timeframe may adversely impact timely delivery to sponsors and also affect collections and rebates.

Agreement for services runs from July 1, 2023 to June 31, 2024 and automatically renews each year unless written notice is provided to VYPE 120 days before the end of that year’s agreement.

3. TERMS

Financial Consideration, Seasons Requested and Execution will be agreed upon as follows.

Tickets – School will receive 20% of ad revenue after cost in April, 2024.

Posters – School will receive 20% of ad revenue after cost in April, 2024

Web page – School will receive 20% of new ad revenue to be paid in April, 2024, less the \$900 programming fee. It is the sole responsibility of VYPE to create enough ad revenue to cover the programming fee.

School agrees to have \$990 in payment withheld to cover the VYPE \$99 a month for 10 months for VYPE to keep the site updated with stories and information.

School : _____ Michael Rose _____ VYPE Representative: _____ Roscoe Migliore _____

School Representative: _____ Date: _____



BSN SPORTS™

EXCLUSIVE SUPPLIER AGREEMENT

BSN SPORTS, LLC, a Delaware limited liability company (“BSN SPORTS”) is pleased to offer **SAPULPA PUBLIC SCHOOLS** (“School”) the **BSN SPORTS EXCLUSIVE SUPPLIER AGREEMENT** (the “Agreement”) for the purchase and supply of NIKE apparel and footwear along with any and all other footwear, apparel & equipment offered for sale to School by BSN SPORTS.

Benefits:

1. “Premier Pricing” shall apply to all footwear, apparel and equipment purchased by School at the following rates*:

- **35%** off retail price on all NIKE apparel
- **30%** off retail price on all NIKE footwear and equipment
- **30%** off retail price on all NIKE Custom uniforms purchased within the timeframe specified in the BSN SPORTS uniform Schedule.
- **15%** off catalog price on all BSN SPORTS proprietary products (as defined below) from BSN SPORTS catalog (exclusive of closeout and sale items)
 - BSN SPORTS proprietary products are identified in our catalog with a black star icon next to the product code.
- **10%** minimum off catalog price on all non-branded products from BSN SPORTS catalog.
 - BSN SPORTS catalog non-branded products are products distributed by BSN SPORTS from a third-party manufacturer such as Wilson, Spalding, Rawlings, etc.

2. NIKE Team Sports Product Allotment: School shall receive the following in free NIKE promotional product calculated at NIKE retail prices and redeemable from the applicable approved NIKE promotional catalogs:

- Year 1: **\$17,500** in NIKE promotional product at retail price
- Year 2: **\$17,500** in NIKE promotional product at retail price
- Year 3: **\$15,000** in NIKE promotional product at retail price
- Year 4: **\$15,000** in NIKE Promotional product at retail price
- Year 5: **\$15,000** in NIKE Promotional product at retail price
- Promotional product allocation is the sole responsibility of school.
- Unused promotional product amounts, as of 5:00 pm on 4/15 of each year of the agreement, are forfeited. As a result, promotional merchandise cannot be carried over from one school year to the next.

3. BSN SPORTS SIGNING BONUS: BSN SPORTS will provide an annual \$2,500 signing bonus. The bonus will be used on BSN Promotional product at retail price.

4. BSN SPORTS ATHLETIC DEPARTMENT ALLOTMENT: BSN Sports will provide an annual \$2,500 allotment. This allotment is to be used on NIKE Promotional product at retail price.

5. Product Rebate: Subject to the terms below, at the end of each school year of this agreement, the Athletic Program will receive a Product Rebate including selected products from BSN. The Product Rebate will be selected from a list of products provided by BSN and subject to availability at the time of order. Product Rebates are available after the requirements below

FOOTBALL
BASKETBALL
VOLLEYBALL
SOCCER
BASEBALL
LACROSSE
TENNIS
SOFTBALL
UNIFORMS
TRACK & FIELD
STRENGTH & FITNESS
WRESTLING
SPORTS MED
SPEED
AGILITY
SCOREBOARDS
BENCHES & BLEACHERS
COACHING
AQUATICS



are met and must be utilized during each school budget year. All Product Rebates will be redeemed in May and June. A Product Rebate balance does not carry over from year to year.

The product rebate will be a percent of the total spend for each year of the agreement. This rebate will be used on BSN Product and Nike Promotional Items.

Annual Spending Level	Annual Rebate Amount:
\$200,000 +	15% of annual spend; 50% in Nike Team Stock apparel and 50% in BSN Sports equipment at catalog price.
\$150,000-\$199,999	13% of annual spend; 50% in Nike Team Stock apparel and 50% in BSN Sports equipment at catalog price
\$110,000-\$149,999	12% of annual spend; 50% in Nike Team Stock apparel and 50% in BSN Sports equipment at catalog price
\$90,000-\$109,999	11% of annual spend; 50% in Nike Team Stock apparel and 50% in BSN Sports equipment at catalog price
\$50,000-\$89,999	10% of annual spend; 50% in Nike Team Stock apparel and 50% in BSN Sports equipment at catalog price

- 6. BSN/IMPACT BRANDING:** Varsity Brands will provide a one-time \$12,500 Branding Package to be spend in year one.
- 7. BSN SPORTS Service Promise:** BSN SPORTS will provide a dedicated sales professional (“BSN SPORTS Representative”) to conduct bi-weekly on-site visits to School throughout the term of this Agreement. BSN SPORTS Representative will be responsible for showing product samples, communicating order deadlines and providing 24-hour response for all questions and concerns. BSN SPORTS will also carry a minimum of \$25 Million dollars of NIKE product at any given time.

Terms and Conditions:

- 1. Exclusive Supplier.** School will use BSN SPORTS as their exclusive supplier for any and all of its athletic apparel, footwear, and equipment needs. It is also agreed that School will adhere to the BSN SPORTS product planning calendar to help ensure availability and delivery in a timely manner.
- 2. NIKE Apparel at Events.** School’s coaching staff and athletes will only wear NIKE branded footwear and apparel at competitions whenever possible.
- 3. Purchase of NIKE & Other Products.** School shall notify its athletes that My Team Shop, which is operated and owned by BSN SPORTS, will serve as the online purchasing site for all additional NIKE products purchased directly by athletes, as well as their family and friends. School cannot guarantee that athletes and their family and friends will exclusively use the

FOOTBALL
BASKETBALL
VOLLEYBALL
SOCCER
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LACROSSE
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SOFTBALL
UNIFORMS
TRACK&FIELD
STRENGTH&
FITNESS
WRESTLING
SPORTS MED
SPEED
AGILITY
SCOREBOARDS
BENCHES&BLEACHERS
COACHING
AQUATICS



BSN SPORTS™

My Team Shop to purchase NIKE products. Each sport will offer at least one My Team Shop opportunity to their student athlete families/fans/alumni per year throughout length of agreement.

4. **Promotion.** School will promote this partnership through public announcements at events and signage (provided by BSN SPORTS) at football, basketball, baseball games and any other sporting event. A ½ page advertisement supplied by BSN SPORTS shall appear in School's media guide distributed or displayed at any such event. Also, BSN SPORTS will receive: (i) two (2) tickets or passes, as applicable, to all School athletic games, competitions, and tournaments or similar events, and (ii) one (1) vendor / athletic parking pass for use by the BSN SPORTS Representative for sales calls, meetings, presentations and campus visits. BSN SPORTS will receive 1 free hole sponsorship and foursome at one of the district's golf outing. Static logos for BSN SPORTS & NIKE to appear on banner of athletic department website as the official supplier.
5. **Payment Terms.** School must be current on all payment obligations to BSN SPORTS to be eligible for all promotional products and rebates. Payments will be made within thirty (30) days of purchases unless alternate payment arrangements have been made and agreed to in writing by both parties.
6. **Additional Charges.** Decoration charges (including charges for embroidery and screen printing) are extra.
7. **Exclusions.** Products sold through Varsity Brands companies, Varsity Spirit & Herff Jones, will not be included in spending level totals.
8. **Freight and Shipping.** School is responsible for shipping on all orders in the amount of 2.5%. Freight will apply on truck items.
9. **Term of Agreement.** The term of this Agreement shall be for one (1) year, beginning on July 1, 2021, and continuing through June 30, 2022 (the "Initial Term" unless earlier terminated in accordance with this Agreement. This Agreement may be renewed by the parties for 4 additional one-year terms each year (each a "Renewal Term" and together with the Initial Term, the "Term"); provided that: (i) School may solicit offers from competitors of BSN SPORTS for the provision of apparel, footwear, and equipment to commence after the Initial Term or then-current Renewal Term until six months prior to the expiration of the Initial Term or such Renewal Term (the "Shopping Period"); (ii) should School receive an offer during the Shopping Period, School shall communicate such offer to BSN SPORTS and provide BSN SPORTS with the opportunity to match such terms in the following Renewal Term. In any event, the parties may renew this Agreement in writing signed by both parties no later than ninety (90) days before the expiration of the Initial Term or then-current Renewal Term.
10. **Force Majeure Event:** Neither party shall be liable to the other for any costs or damage (including consequential and liquidated damages), arising out of delay or nonperformance under this Agreement arising, directly or indirectly, out of a Force Majeure Event

FOOTBALL
BASKETBALL
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BASEBALL
LACROSSE
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SOFTBALL
UNIFORMS
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WRESTLING
SPORTS MED
SPEED
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SCOREBOARDS
BENCHES & BLEACHERS
COACHING
AQUATICS



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including, without limitation, strike, work stoppage, fire, earthquake, flood, windstorm, riot, accident, acts of war or terrorism, civil or military disturbances, pandemic, nuclear or natural catastrophes or acts of God, court order or injunction, an order or directive restricting action by a relevant governmental authority, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services, or any other similar event that is beyond the reasonable control of the parties. The parties agree and acknowledge that, in no event, shall additional expenses or other adverse financial conditions be deemed a Force Majeure Event. Upon such Force Majeure Event, the inability to comply with any term of this Agreement shall be excused and either party shall be released from all current and future obligations under the Agreement provided that (i) written notice setting forth in detail the nature of the Force Majeure Event is given by such party to the other party as soon as such party is aware of the Force Majeure Event; and (ii) such party shall use all commercially reasonable efforts to minimize the extent of delay or nonperformance caused by the Force Majeure event.

Upon a Force Majeure event, the parties will make a good faith effort to reschedule the event as set forth herein at a mutually agreeable date and time. Any deposits will be applied to the rescheduled event; or will be fully refunded if the event is not rescheduled.

- 11. COVID-19.** The parties acknowledge the ongoing risk and uncertainty regarding the impact of COVID-19 on their obligations under this Agreement. Notwithstanding the potential foreseeability of such impact, the parties acknowledge and agree that any actions taken by one party in response to or in compliance with recommendations, guidance, orders or other actions or directives of governmental or other applicable authorities with expertise in infectious diseases (e.g., WHO, CDC, NIAID, etc.) pertaining to COVID-19 shall constitute a Force Majeure event under this Agreement. In addition, if either party reasonably and in good faith determines that COVID-19 has made its obligations under this Agreement unworkable or overly burdensome, the affected party may terminate or postpone the Agreement without penalty, provided written notice is provided to the other party at least 30 days before the event.
- 12. Termination of Agreement.** If BSN SPORTS or School should fail to perform or be in breach of any of the warranties, representation, covenants or obligations contained in this Agreement, or anticipatorily breach this Agreement, and such default is not curable or such default is curable but remains uncured for thirty (30) days after written notice thereof has been given to the defaulting party, the other party, at its sole election, may immediately terminate this Agreement with written notice to the defaulting party.
- 13. Confidentiality.** Excluding disclosures made to attorneys, auditors, or other third-party consultants, the terms and conditions of this Agreement are absolutely confidential between the parties and shall not be disclosed to anyone else, except as shall be necessary to effectuate its terms. Any disclosure in violation of this section shall be deemed a breach of this Agreement.

FOOTBALL
BASKETBALL
VOLLEYBALL
SOCCER
BASEBALL
LACROSSE
TENNIS
SOFTBALL
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TRACK&FIELD
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FITNESS
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SPORTS MED
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TRACK & FIELD
STRENGTH &
FITNESS
WRESTLING
SPORTS MED
SPEED
AGILITY
SCOREBOARDS
BENCHES & BLEACHERS
COACHING
AQUATICS

- 14. Severability.** Should any provision of this agreement be found to be invalid, illegal, or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions hereof.
- 15. Non-waiver.** Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.
- 16. Headings.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- 17. Assignments.** Except for assignments pursuant to a Change of Control, this Agreement is not assignable in whole or in part by either party without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld, but is binding on any corporate successor of either party. As used herein, a “Change of Control” means a merger, sale, transfer, or other disposal of all or substantially all of the assets of the assignee or its ultimate direct or indirect parent corporation or holding company in one or more transactions.
- 18. Notices.** Any notice or other communication provided under this Agreement will be in writing and will be effective either when delivered personally to the other party, or five (5) days following deposit into the United States mail (certified mail, return receipt requested), or upon overnight delivery service (with confirmation of delivery), addressed to such party at the address set forth herein, or upon electronic delivery by confirmed means.

If to BSN SPORTS:
BSN SPORTS, LLC
14460 Varsity Brands Way
Farmers Branch, TX 75244
ATTN: RUSTY ZUMWALT

With a copy to:
Varsity Brands, LLC
14460 Varsity Brands Way
Farmers Branch, TX 75244
ATTN: Chief Legal Officer

If to School:
[INSERT]

- 19. Governing Law.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Oklahoma.



BSN SPORTS™

20. Modification of Agreement. This document contains the entire Agreement between the parties and may not be changed, modified, amended, or supplemented except by express written agreement signed by both parties.

This Agreement is made and entered into by and between the parties this ____ day of April 2023.

Signed: _____

Director of Athletics
SAPULPA HIGH SCHOOL
Name

Signed: _____

Business Office,
SAPULPA HIGH SCHOOL
Name

Signed: _____

VICE PRESIDENT

Signed: _____

REGIONAL SALES DIRECTOR

CONFIDENTIAL

FOOTBALL
BASKETBALL
VOLLEYBALL
SOCCER
BASEBALL
LACROSSE
TENNIS
SOFTBALL
UNIFORMS
TRACK & FIELD
STRENGTH & FITNESS
WRESTLING
SPORTS MED
SPEED
AGILITY
SCOREBOARDS
BENCHES & BLEACHERS
COACHING
AQUATICS

Career Tech Technology Surplus List
3/27/2023

Quantity: 11

Course Technology, Cengage Learning

Microsoft Office 2010

ISBN--13: 978-1-7840-2

ISBN--10: 4390-7840-8

These are spiral bound

Quantity: 33

Course Technology, Cengage Learning

Microsoft Office 2007

ISBN 13: 978-1-4239-0420-5

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9781601282828	reader	1
9781601282842	Gram Is Coming to My House	1
9781601282880	reader	1

9781601282903	reader	1
9781601282934	reader	1
9781601282972	reader	1
9781601283016	reader	1
9781601283030	reader	1
9781601283054	reader	1
9781601283078	reader	1
9781601283108	reader	1
9781601283122	reader	1
9781601283146	reader	1
9781601283207	reader	1
9781601283221	reader	1
9781601283269	reader	1
9781601283283	reader	1
9781601283320	reader	1
9781601283344	reader	1
9781601283351	reader	1
9781601283368	reader	1
9781601283375	reader	1
9781601283399	reader	1
9781601283412	reader	1
9781601283450	reading book	1
9781601283498	reading book	1
9781601283597	reading book	1
9781601283610	reading book	1
9781889609102	Shubert's Big Voice	1
9781889609195	Shubert's Helpful Day - Paperback (English)	1
9781889609225	Shubert is a S.T.A.R. - Paperback (English)	1
9781889609300	Shubert's New Friend	1

002194816x	Macmillan/McGraw-Hill Treasures Workstation Flip Chart Word St	1
B003IWTJUY	Websters Ninth New Collegiate Dictionary	1
21950024	Primary Dictionary Macmillan McGraw	1
70019045	Curriculum	1
71511170	Curriculum	1
153332522	Curriculum	1
382134370	Curriculum	1
395519195	Curriculum	1
590453947	Curriculum	1
791511170	Curriculum	1
9780021787562	Window to the Sky, Grade 2	1
9780021787579	Macmillan McGraw Hill Reading 2nd Grade Level 7 Make A Splas	1
9780076017676	Reading Lab 2a - Teacher's Handbook - Levels 2.0 - 7.0	1
9780076028337	Reading Lab 1c, Teacher's Handbook, Levels 1.6 - 5.5' (READING	1
9780153012518	Hold on tight (HBJ treasury of literature)	1
9780328018154	Scott Foresman Reading: New Beginnings, Grade 2, Level 1	1
9780328018161	Scott Foresman Reading: My Time to Shine Grade 2, Level 2	1
9780590491075	IMAGINE THAT!	1
9780590491082	Story Studio	1
9780618062157	Houghton Mifflin Reading: The Nation's Choice: Theme Paperback	1
9780673820846	My Favorite Foodles (Celebrate Reading!)	1
9780673820853	Happy Faces (Celebrate Reading, Book E)	1
9780673820884	Once Upon a Hippo : Ways of Telling Stories (Celebrate Reading!, I	1
9780673820891	The Big Blank Piece of Paper: Artists At Work	1
9780673820907	You'll Be the Bread and I'll Be the Cheese (Celebrate Reading!)	1
9780673820914	Celebrate Reading! - Why Does Water Wiggle? - Learning About th	1
9780673820921	How to Talk to Bears and Other Tips for Success Scott Foresman	3
9780673820952	Celebrate Reading! Pig Tales: Stories That Twist	3
9780673820969	If You Meet a Dragon and Smaller Challenges (Scott Foresman's Ce	3

9780673820976	Celebrate Reading How Many Toes Does a Fish Have 3rd Grade Le	2
9780673820983	Now I Get It!: Understandings and Misunderstandings Scott Foresm	1
9780673820990	Celebrate Reading Dinner with Aliens 3rd Grade Level 3E Scott Fo	1
9780673821003	Celebrate Reading In Your Wildest Dreams 3rd Grade Level 3F Sco	1
9780673821058	Y.O.U. (Your Own Universe)	1
9780673821065	Do You Hear What I See? Looking at the World in New Ways	1
9780974529219	The Student's Dictionary & Gazetteer	2
9780974529257	Gazetteer: A Student's Dictionary	1
9870673123761	Curriculum	1
002136690x	Series R Magic Times Macmillan Publishing 1983	2

SAPULPA PUBLIC SCHOOLS

**SUPERINTENDENT'S REQUEST FOR
OUT-OF-STATE ACTIVITY TRIP**

REQUESTING GROUP: JROTC

DATE OF REQUEST: 3/3/2023

SPONSOR: LtCol Shannon

DESTINATION: Sandy, UT

DATE LEAVING (DAY AND DATE): Wed, 4/12/2023

DATE RETURNING (DAY AND DATE): Sun, 4/16/2023

NUMBER OF SCHOOLS DAYS MISSED: 3

THIS TRIP IS SPONSORED THROUGH EXISTING MONIES IN MY ACTIVITY/BOOSTER ACCOUNT AND THE FUNDS WERE RAISED BY BOARD-APPROVED FUNDRAISERS. PLEASE LIST BRIEFLY HOW THESE FUNDS WERE RAISED: Bartlett Grant and the JROTC Fundraiser held in the fall.

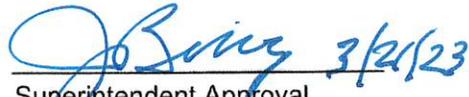
NUMBER OF STUDENTS ATTENDING: 1

NUMBER OF SPONSORS: 1

PURPOSE OF TRIP: Sydney Burrow qualified and was invited to the 2023 Western Region Air Rifle Championship.

MODE OF TRANSPORTATION: Air


Principal's Approval


Superintendent Approval

Board President Approval

SAPULPA HIGH SCHOOL

SUPERINTENDENT'S REQUEST FOR
OUT OF STATE ACTIVITY TRIP

REQUESTING GROUP: Volleyball

DATE OF REQUEST: 3/2/23

SPONSOR: Corey Harp

DESTINATION: Branson, Mo

DATE LEAVING (DAY AND DATE): 7/10, Monday

DATE RETURNING (DAY AND DATE): 7/13, Thursday

NUMBER OF SCHOOLS DAYS MISSED: 0

THIS TRIP IS SPONSORED THROUGH EXISTING MONIES IN MY ACTIVITY/BOOSTER ACCOUNT AND THE FUNDS WERE RAISED BY BOARD-APPROVED FUNDRAISERS. PLEASE LIST BRIEFLY HOW THESE FUNDS WERE RAISED: Sales Fundraisers, Alumni Game, Concessions

NUMBER OF STUDENTS ATTENDING: 14

NUMBER OF SPONSORS: 3

PURPOSE OF TRIP: Volleyball Camp to prepare for
Season.

MODE OF TRANSPORTATION: minibus/vans


Athletic Director Approval


Principal Approval

 3/28/23
Superintendent Approval

Board President Approval

SAPULPA HIGH SCHOOL

SUPERINTENDENT'S REQUEST FOR
OUT OF STATE ACTIVITY TRIP

REQUESTING GROUP: Girls' Basketball

DATE OF REQUEST: 3/20/23

SPONSOR: D. Calip

DESTINATION: Ft. Smith, AR

DATE LEAVING (DAY AND DATE): Thurs. Dec. 7,

DATE RETURNING (DAY AND DATE): Sat. Dec. 9

NUMBER OF SCHOOLS DAYS MISSED: 2

THIS TRIP IS SPONSORED THROUGH EXISTING MONIES IN MY ACTIVITY/BOOSTER ACCOUNT AND THE FUNDS WERE RAISED BY BOARD-APPROVED FUNDRAISERS. PLEASE LIST BRIEFLY HOW THESE FUNDS WERE RAISED: Annual Golf Scramble

NUMBER OF STUDENTS ATTENDING: 15 approx.

NUMBER OF SPONSORS: 3

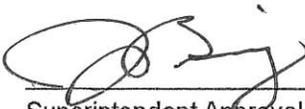
PURPOSE OF TRIP: Tournament of Champions 2023 (Arkansas)

Girls' Basketball Tournament

MODE OF TRANSPORTATION: School bus


Athletic Director Approval


Principal Approval

 3/21/23
Superintendent Approval

Board President Approval

SAPULPA PUBLIC SCHOOLS

SUPERINTENDENT'S REQUEST FOR
OUT-OF-STATE ACTIVITY TRIP

REQUESTING GROUP: Robotics

DATE OF REQUEST: 22 March 2022

SPONSOR: Kenneth Cole

DESTINATION: Houston, Texas

DATE LEAVING (DAY AND DATE): 18 April 2023 Tuesday

DATE RETURNING (DAY AND DATE): 23 April 2023 Sunday

NUMBER OF SCHOOLS DAYS MISSED: 4

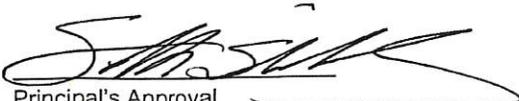
THIS TRIP IS SPONSORED THROUGH EXISTING MONIES IN MY ACTIVITY/BOOSTER ACCOUNT AND THE FUNDS WERE RAISED BY BOARD-APPROVED FUNDRAISERS. PLEASE LIST BRIEFLY HOW THESE FUNDS WERE RAISED: Bartlett Foundation Grant

NUMBER OF STUDENTS ATTENDING: 68

NUMBER OF SPONSORS: 2

PURPOSE OF TRIP: FIRST Robotics World Championships

MODE OF TRANSPORTATION: Pickup & Trailer, Van/Minibus or Airlines


Principal's Approval

 3/28/23
Superintendent Approval

Board President Approval

Career Academies and Pathways in Sapulpa Public Schools

April 10, 2023



Vision



Provide Sapulpa students and families with established career pathways that lead to industry certifications and or college credit in a major or program that is part of identified career academies to be offered within Sapulpa Public Schools. Career academies are schools within schools that link students with peers, teachers, and community partners in a structured environment that fosters academic success.

The career academy concept has three key elements:

- A small learning community (SLC)
- A sequential curriculum with a career theme that prepares students for college or career certification associated with a career theme
- An advisory board/team that forges partnerships with employers, higher education institutions, and the community

Vision



Career academies engage teams of teachers working across several academic and technical subjects, grouping students in cohorts for these classes that follow a program of study.

The advisory board or team helps to identify a sequential set of experiential components that show students the applications of academic subjects to the career and college field and deliver work-based learning experiences (e.g., shadowing, community service, mentoring, internships, and apprenticeships).

Goals



Goal 1: Establish career themed academies that leverage existing course offerings and partner with universities, career and technology centers, and local business and industry to design the sequential learning experiences students can take grades 6-12.

Goal 2: Ensure the successful completion of a pathway will lead to an industry certification or college credit in a major or program that is part of the identified pathways in career academies.

Goal 3: Embed academic support structures (tutoring, acceleration courses, and mentoring) to ensure at-risk students have access and can be successful in the identified career pathways and academies.

Goal 4: Establish a Career Pathways Team and a Career Academies Advisory Board or Team inclusive of teachers, counselors, industry experts who provide real-world experience and insight, and community partners who offer internships, mentorships, and other experiential learning opportunities.



Vision for Career Pathways





Example Career Academies

The following career academies serve as examples, but do not reflect determinations about career academies to be offered at Sapulpa Public Schools. Determinations will be made during the development of a strategic plan with input from an advisory board.

ENGINEERING AND MANUFACTURING

Pathways in this career academy prepare students for careers or continuing education in engineering. In addition to the pathway courses and related electives the career cluster offers certifications, mentorships, internships, micro internships in planning, managing, and performing the processing of materials, with students working with practicing engineers and engineering technicians to design, develop, and launch a product.

LAW AND REAL ESTATE

Pathways in this career academy prepare students for careers or continuing education in legal services and real estate. In addition to pathway courses and related electives, the career cluster offers certifications, mentorships, internships, micro internships and experience with mock trials, with students working with practicing attorneys to prepare for trial competitions, write legal briefs and practice debate and the analytical skills needed to be successful in this career cluster.

131. ELECTRONIC RECORDS, CONTRACTING AND SIGNATURES

Under certain conditions, electronic records and signatures satisfy the requirements of a written signature when transacting business. The District desires to promote effective and efficient use of electronic records to conduct business. The authenticity and reliability of electronic records and signatures relating to governmental transactions are dependent on the accompanying processes, supplemental records and the overall context in which records are created, transferred, signed and stored. The purpose of this policy is to provide guidelines for the use of electronic records and signatures in connection with the transaction of District business.

This policy does not mandate the use of an electronic signature or otherwise limit the right of a party to conduct a transaction on paper, nor does it apply to any situation where a written signature is required by law.

Definitions

1. Attribution - An electronic record or electronic signature is attributable to a person if it was the act of the person. The act of the person may be shown in any manner, including a showing of the efficacy of any security procedure applied to determine the person to whom the electronic record or electronic signature was attributable.
2. Electronic Signature - An electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.
3. Electronic Record - Any information created, generated, sent, communicated, received or stored by electronic means.

Guidelines

Electronic Records

Electronic records created or received by the District shall be appropriately attributed to the individual(s) responsible for their creation and/or authorization or approval. The District shall utilize available technology to implement reliable methods for generating and managing electronic records. Any electronic record filed with or issued by the District shall be given the full force and effect of a paper record if the following conditions are satisfied:

1. The record is an electronic filing or recording and the District agrees to accept or send such record electronically; and

2. If a signature is required on the record by any statute, rule or other applicable law or District policy, the electronic signature must conform to the requirements set forth in this policy governing the use of electronic signatures. Signatures cannot be altered by ordinary means.

Electronic Signature

An electronic signature may be used unless there is a specific statute, regulation, rule of law or District policy that requires records to be signed in manual (i.e., non-electronic) form. The issuance and/or acceptance of an electronic signature by the District shall be permitted in accordance with the provisions of this policy and all applicable state and federal laws. Such electronic signature shall have the full force and effect of a manual signature only if the signature satisfies all of the following requirements:

1. The electronic signature identifies the individual signing the document by his/her name and title;
2. The identity of the individual signing with an electronic signature is capable of being validated through the use of an audit trail;
3. The electronic signature and the document to which it is affixed cannot be altered once the electronic signature has been affixed
4. The electronic signature must be electronically encrypted or transmitted by technological means designed to protect and prevent access, alteration, manipulation or use by any unauthorized person; and
5. The electronic signature conforms to all other provisions of this policy.

Authorized District Officers

The following positions are considered Authorized Officers/Employees:

Board of Education President
Board of Education Vice President
Board of Education Clerk
Board of Education Treasurer
Superintendent of Schools
Superintendent's Designee
Chief Financial Officer

Authorized Officers/Employees are the individuals delegated the authority to electronically sign documents on behalf of the District, where signatory authority has been granted for a specific transaction or purpose. **This policy is not intended to grant signatory authority to any person who does not have such authority by virtue of their position.**

Unless prohibited by law, Authorized Officers/Employees may, but are not required, to sign documents through an electronic signature on any record, including without limitation contracts, agreements, correspondence, certificates, reports, minutes or similar documents in those instances in which the Authorized Officer's/Employee's signature is required or permitted. Use of an electronic signature requires the approval of the Authorized Officer/Employee.

All electronic signatures are subject to the District's authentication procedures and Authorized Officers/Employees are required to comply with all security procedures established by the District and its software vendors.

Prohibited Use – All Employees and Officers

No employee or officer may use an electronic signature on any district document on behalf of any other employee or officer unless that person has been granted specific, written authorization to do so. Any unauthorized employee who uses electronic methods to sign documents, or falsifies electronic records or electronic signatures will be subject to disciplinary action up to and including dismissal. The District may also refer violations of this policy for possible criminal prosecution. All employees are required to immediately report any violations of this policy, suspected fraud, or other security concerns to the Superintendent or their designee.

Employment Applications, Contracts and related Paperwork

Any person applying for employment with the District or signing an employment contract with the District may be required by the District to electronically sign an employment application, contract of employment, or any other employment related paperwork. All electronic signatures are subject to the District's authentication procedures and applicants and employees are required to comply with all security procedures established by the District and its software vendors.

Reference: OKLA. STAT. tit. 12A, §§ 15-101 to 15-121.



BLEDSON, HEWETT & GULLEKSON
CERTIFIED PUBLIC ACCOUNTANTS, PLLLP

Eric M. Bledsoe, CPA
Jeffrey D. Hewett, CPA
Christopher P. Gullekson, CPA

P.O. BOX 1310 • 121 E. COLLEGE ST. • BROKEN ARROW, OK 74013 • (918) 449-9991 • (800) 522-3831 • FAX (918) 449-9779

April 3, 2023

Dear Administrator:

Attached is a digital copy of your 2023-24 Application for Temporary Appropriations.

Please print 2 copies and have the Application for Temporary Appropriations approved at your next board meeting and have both copies signed by the board president and board clerk. Submit both copies to the County Clerk, who will present them to the County Excise Board for approval. You should receive the approved application back from the County Clerk prior to June 30, 2023.

After the amounts are approved by the Excise Board, enter the appropriate amounts into your computer when you begin your 2023-24 fiscal year and retain these forms in your budget files.

The amounts shown as 2023-24 temporary appropriations are **estimates** based on your Fiscal Year 2022-23 Estimate of Needs.

- If you will have additional funds (such as a co-op fund) in the 2023-24 fiscal year that are not included on this application, **you can add a temporary appropriation amount for the fund on the enclosed form.**
- If an existing amount seems excessive or small, **you can simply white-out the amount and type in an appropriate number.**
- Please keep in mind these amounts are '**temporary**' and will only be used until your estimate of needs is approved.
- Reminder: You no longer need to publish this document.

Please contact our office if you have any questions or need further assistance.

Respectfully,

Eric, Jeff & Chris

APPLICATION FOR TEMPORARY APPROPRIATIONS

WHEREAS: The needs of the Board of Education of Sapulpa Public Schools District No. I-33 of Creek County, require the immediate approval of temporary appropriations for the fiscal year 2023-24:

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

REQUESTED APPROPRIATIONS

General Fund	
Current expense	\$ <u>34,334,536</u>
Building Fund	\$ <u>1,056,298</u>
Child Nutrition Fund	\$ <u>2,112,457</u>
Co-op Fund	\$ <u>0</u>

APPROVED AND ADOPTED this _____ day of _____, 2023.

THE BOARD OF EDUCATION

<u>Sapulpa Public Schools</u>	<u>I-33</u>
(Name of School District)	No.

CREEK, COUNTY, OKLAHOMA

ATTEST:

Clerk

President

APPROVED by the Creek County Excise Board the _____ day of _____, 2023.

THE COUNTY EXCISE BOARD

CREEK, COUNTY, OKLAHOMA

Chairman

ATTEST:

County Clerk

Member

Member

MINUTES AND RESOLUTION AUTHORIZING SALE OF BONDS

Pursuant to notice given under the Open Meeting Act, the Board of Education of Independent School District Number 33 of Creek County, State of Oklahoma, met in regular session in the Washington Administrative Center, Room 200, 511 E. Lee Avenue, Sapulpa, Oklahoma, in said school district on the 10th day of April, 2023, at 6:00 o'clock p.m.

PRESENT:

ABSENT:

Notice of the schedule of regular meetings of the School District for the calendar year 2023 was given in writing to the County Clerk of Creek County, Oklahoma, at 10:40 a.m. on the 24th day of October, 2022, and public notice of this meeting was posted in the lobby of the Administrative Center in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week at 11:15 a.m. on the 7th day of April, 2023, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto).

Notice of said meeting and agenda have also been posted on the School District's website in accordance with Title 74, Oklahoma Statutes, Section 3106.2.

(OTHER PROCEEDINGS)

Thereupon _____ introduced a Resolution by reading the Title, and upon motion by _____, seconded by _____, said Resolution was adopted by the following vote:

Aye:

Nay:

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

RESOLUTION

A RESOLUTION FIXING THE AMOUNT OF BONDS TO MATURE EACH YEAR, FIXING THE TIME AND PLACE THE BONDS ARE TO BE SOLD, AND AUTHORIZING THE CLERK TO GIVE NOTICE OF SAID SALE AS REQUIRED BY LAW.

WHEREAS, the issuance of \$39,355,000 of bonds 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 (Proposition #1), by

Independent School District Number 33 of Creek County, Oklahoma, has been duly authorized at an election held for that purpose and certified by the County Election Board of Creek County, Oklahoma on the [29th] day of August, 2014, and

WHEREAS, Independent School District Number 33 of Creek County, Oklahoma has previously determined to sell the approved Bonds in separate series, and

WHEREAS, \$23,355,000 of the \$39,355,000 has previously been sold, issued and delivered, and

WHEREAS, Independent School District Number 33 of Creek County, Oklahoma desires to issue at this time \$16,000,000 of the authorized bonds and such bonds shall be known as the \$16,000,000 General Obligation Building Bonds, Series 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NUMBER 33 OF CREEK COUNTY, OKLAHOMA:

SECTION 1. That the \$16,000,000 General Obligation Building Bonds, Series 2023, of Independent School District Number 33 of Creek County, Oklahoma, voted on the 26th day of August, 2014, shall be offered for sale and that the Board of Education of Independent School District Number 33 of Creek County, Oklahoma, will receive bids by sealed bid, electronic bid (via PARITY), or similar secure electronic bid, on the 9th day of May, 2023, until 9:00 a.m. at the Sapulpa Public Schools Washington Administrative Center, Office of the Chief Financial Officer, 511 E. Lee, Sapulpa, Oklahoma, said Bonds to become due:

\$8,000,000 in two years from their date and \$8,000,000 in three years from their date.

Said Bonds shall be awarded by the Board of Education of Independent School District Number 33 of Creek County, Oklahoma, on the 9th day of May, 2023, at 12:00 p.m., local time, at a meeting of said Board held in the Sapulpa Public Schools Washington Administrative Center, Room 200, 511 E. Lee, Sapulpa, Oklahoma, and shall be sold to the bidder bidding the lowest rate of interest the Bonds shall bear, and agreeing to pay par and accrued interest for the Bonds.

SECTION 2. That the Clerk of the Board of Education is hereby ordered and directed to cause notice of the sale of said Bonds to be given as required by law.

Adopted this 10th day of April, 2023.

President, Board of Education

ATTEST:

Clerk, Board of Education

(SEAL)

State of Oklahoma)
) SS.
County of Creek)

I, the undersigned, the duly qualified and acting Clerk of the Board of Education of Independent School District Number 33 of Creek County, Oklahoma, hereby certify that the foregoing is a true and complete copy of a Resolution authorizing the sale 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 introduction, reading and adoption thereof as the same appears of record in my office.

WITNESS my hand and seal this 10th day of April, 2023.

Clerk, Board of Education

(SEAL)

CONTRACT AGREEMENT

This Contract is entered into on the 27th of March 2023, by and between Independent School District Sapulpa Public Schools, a public corporation, and Tiffany Neill, LLC.

Sapulpa Public Schools desires to obtain consulting services and technical assistance for the development and implementation of a unique educational experience through the design of Career Academies with intentional educational pathways. Tiffany Neill, LLC desires to provide Sapulpa Public Schools with such services.

Now, therefore, the parties agree as follows:

Tiffany Neill, LLC shall perform any or all of the following services, as requested by Sapulpa Public Schools:

1. Develop a strategic plan to be utilized by Sapulpa Public Schools to guide the establishment and implementation of 1- 6 Career Academies.
2. Provide technical assistance in creating a strategic plan to design, implement and sustain career-themed academies through intentional educational pathways for students.
3. Provide assistance in the establishment and guidance of a Career Pathway Team and a Career Academies Advisory Board or Team.
4. Provide assistance in the development of a communication plan to help introduce the community to the Career Academies' strategic plan.
5. Provide consultation, meeting oversight, professional development, stakeholder engagement sessions, and coaching/mentorship toward further development, implementation, and sustainability of Career Academies as agreed upon in the strategic planning process.

Intellectual Property:

Both parties acknowledge that Sapulpa Public Schools shall hold all rights proprietary in any work product resulting from consulting services and technical assistance. Tiffany Neill, LLC agrees not to claim any such ownership in any intangible property created insofar as services provided for SPS at any time prior to or after the completion and delivery of work.

Confidentiality:

Tiffany Neill, LLC guarantees to keep confidential any information relating to the Agreement that is disclosed in preparation or creation of the Sapulpa Public Schools' Career Academies other than mandatory notification responsibilities under Law.

Compensation:

Sapulpa Public Schools agrees to pay Tiffany Neill, LLC for consultation and onsite services at the rate of \$200.00 per hour not to exceed one hundred sixty (160) hours for the fiscal year 2023 unless agreed upon by both parties in writing in advance. Driving expenses (mileage and turnpike fees) for onsite visits may be reimbursed at the state rate; however, drive time is not a billable expense.

Contingency:

Both parties acknowledge that funding for said consultation and onsite services is provided by sources outside of Sapulpa Public Schools. If for any reason, funding is terminated, rescinded, or void, or is otherwise unavailable, neither party has any obligation to continue with the Agreement.

Term:

This Agreement enters into force on the 27th day of March 2023 and remains in effect until June 30, 2023. If Sapulpa Public Schools requests to continue receiving consulting services at the end of the period, both parties may decide to extend the term of the Agreement under the same condition in writing or sign a new Agreement.

Termination:

Either party may terminate this contract with written notice. Should Sapulpa Public Schools choose to discontinue services during the term of this Contract, thirty (30) days' written notice to Tiffany Neill, LLC is required. Should Tiffany Neill, LLC choose to discontinue services during the term of this Contract, thirty (30) days' written notice to Sapulpa Public Schools is required.

IN WITNESS WHEREOF, Sapulpa Public Schools and Tiffany Neill, LLC have executed this Consulting Agreement on the 27th of March 2023.

Sapulpa Public Schools

Tiffany Neill, LLC

Signature: _____

Signature: Tiffany Neill _____

Print Name: _____

Print Name: Tiffany Neill _____

Title: _____

Title: Consultant _____

Date: _____

Date: 3.27.23 _____

PERSONNEL REPORT

April 10, 2023

SUPPORT PERSONNEL REPORT

EMPLOYMENT

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
Gennifer Rosson	CN Cook I/\$11.17 hr	March 20, 2023
Nicole Legendre	CN Cook I/\$11.05 hr	March 20, 2023
Pamela Barrett	Paraprofessional/\$16.63 hr	March 23, 2023
Blake Powell	Custodian/\$11.68 hr	March 29, 2023

STIPENDS

<u>Name</u>	<u>Extra-Duty/Stipend</u>
None	

REMOVAL OF STIPENDS

<u>Name</u>	<u>Stipend</u>
None	

CHANGE OF STATUS

<u>Name</u>	<u>From</u>	<u>To</u>	<u>Effective Date</u>
None			

TRANSFERS

<u>Name</u>	<u>From</u>	<u>To</u>	<u>Effective Date</u>
None			

FMLA LEAVE REQUEST

<u>Name</u>	<u>Position</u>	<u>Reason</u>	<u>Effective Date</u>
Celia Granillo	ELL Tutor	Medical	March 20, 2023

LEAVE OF ABSENCE

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
None		

RESIGNATIONS/RETIREMENTS

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
Nicholas Bosworth	CN Cook I	March 09, 2023
Margaret Gotcher	Crossing Guard	March 07, 2023
Daniel Felix	Custodian	March 01, 2023
Mary Berry	Custodian	March 27, 2023
Kylie Wood	Paraprofessional	March 31, 2023

PERSONNEL REPORT

April 10, 2023

CERTIFIED PERSONNEL REPORT

EMPLOYMENT

FIRST-YEAR TEMPORARY CONTRACTS

(Positions/duties subject to assignment by the Superintendent.)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
Jennifer Wiebe	Teacher/TBD	August 01, 2023
Ashley Barker	Speech Pathologist/TBD	August 07, 2023

(Pending Approval of Emergency Certification)

None

EXTRA DUTY ASSIGNMENTS/STIPENDS

<u>Name</u>	<u>Extra-duty Assignment/Stipend</u>
Stephanie Greenfeather	Mentor Teacher HS/\$500

REMOVAL OF EXTRA DUTY ASSIGNMENTS/STIPENDS

<u>Name</u>	<u>Extra-duty Assignment/Stipend</u>
None	

CHANGE OF STATUS

<u>Name</u>	<u>From</u>	<u>To</u>	<u>Effective Date</u>
Jennifer Reutlinger	SLPA Support	SLPA Certified	January 01, 2023

TRANSFER

<u>Name</u>	<u>From</u>	<u>To</u>	<u>Effective Date</u>
None			

FMLA REQUEST

<u>Name</u>	<u>Position</u>	<u>Reason</u>	<u>Effective Date</u>
Allison Parks	Teacher	Maternity	April 26, 2023
Nichell Searcy	Teacher	Medical	April 03, 2023

LEAVE OF ABSENCE

<u>Name</u>	<u>Position</u>	<u>Reason</u>	<u>Effective Date</u>
None			

RESIGNATIONS

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
Debra Ashby	Teacher	June 30, 2023
Heather Hartin	Teacher	June 30, 2023
Athena DeSpain	Teacher	June 30, 2023
Allie Turner	Teacher	June 30, 2023