



Regular Meeting of the Board of Education  
Board Room, Administration Building, 900 W Choctaw Ave, Chickasha, Oklahoma 73018  
Monday, May 10, 2021 at 6:00 PM

If participation at any Board of Education meeting is not possible due to a disability, notification to the Board Clerk at least 24 hours prior to scheduled meeting is encouraged to make the necessary accommodations. The Board of Education may discuss, make motions, vote to approve, vote to disapprove, vote to revise or amend, vote to table, or decide not to discuss any item on the agenda. Except for items one through three, any agenda item may be considered and acted on in any order.

**Wearing a mask is optional for all patrons.**

You can view board meeting live by going to the Chickasha Public Schools website and clicking on the link

provided: <https://www.youtube.com/channel/UCBKIST0nRRawummdv0cpTHA>

1. Call Meeting to Order
2. Roll Call
3. Pledge of Allegiance:  
Lincoln Elementary
4. Recognitions:  
Chicken Express Employees of the Month for May
  - Support: Stephanie Riley — Transportation
  - Support: Mark Crowder — Maintenance
5. Chickasha Association of Support Employees was recognized by OEA, and won the 2021 Collective Bargaining Award.

**2021 Academic All-Stater** — Aubree Wright

**Activity Accomplishments:**

**Archery:** Elementary Girls - Zoe Reyes - 1st, Elementary Boys - Hayden Raasch 3rd, Middle School Boys - Nolan Myrko - 1st, High School Team - CHS - 3rd, High School Girls - Trinity Badillo - 2nd

**Baseball:** Hosted bi-district games, have not selected All-state/All-conference yet

**Boys Basketball:** Xavier Copeland-McFadden Second Team all conference, Ma'lek Murphy Honorable mention.

**Girls Basketball:** Leighanne Eaton, Rylie Weber, Lexi Albright, Chloe Steelman-Conference Honorable mention.

**Cheer:** Cheer was a state qualifier in both Game-Day and Competition cheer for OSSAA- Jazmyn Murry was selected as a Region 5 -All-Region cheerleader.

**Pom:** Hanna Kennedy All-State Pom, as a team the pom finished runner-up for 2 dance performances at state.

**Football:** Kaden Stephenson was selected as a 4A All-star safety.

**Girls Powerlifting:** Ali Bordwine broke the record for bench press and placed 3rd at state, Chloe Johnson finished 5th at state.

**Boys Powerlifting:** Class 4A state Runner-up and regional champs, Ben Bowens state champion and lightweight outstanding lifter. He also broke 2 state records.

**Boys Soccer:** Dao Kai Lim made All-State.

**Girls Soccer:** Chloe Steelman and Lexi Albright made all-state, and made the playoffs.

**Softball:** All District Co-Defensive Player of the Year - Allyson Arthur, All District Catcher of the Year - Leighanne Eaton, All District Utility Player of the Year - Lexi Albright and Alli Bordwine

**Swim:** 12 state qualifiers Cayden Castrellon State qualifier in 200 Free Jennifer Veach State qualifier in 200 IM and 100 Free Avery Jones State qualifier in 500 Free and 100 Breaststroke Boys 200 Free Relay State Qualifiers: Cayden Castrellon Kaden Wallace Liam Crowl Brock Barr Dao Hong Lim Girls 200 Free Relay and the Girls 200 IM Relay State Qualifiers: Jennifer Veach Avery Jones Breanna Cason Abigail Hood.

**Tennis:** Jacie Ketchum and Olivia Dabney qualified for state in tennis. Boys have not had regionals yet.

**Track:** 7 State Qualifiers.

**Wrestling:** State Qualifiers-Eddie Wauahdooah - Aubrey Ryans - Bryce Dougherty - Caden McElroy.

**Band:** Individual Honors, *Southwest All Region Honor Band*-Jennifer Veach, Savannah Finck, Roseanna Medina, Ivey Bacon, Joseph Shaw, Aubree Wright, Coty Tarver, Zach Tarver, Clare Carver, Nathan Troub, Noah Taylor, Oklahoma All State Honor Band-Roseanna Medina, **OSSAA District Solo and Ensemble Contest**-Jennifer Veach-solo-Superior Rating, Roseanna Medina-Solo-Superior Rating, Ivey Bacon-Solo-Superior Rating, Savannah Fink-Solo-Superior Rating, Aubree Wright-Solo-Superior Rating, Mercedes Hill, Nevaeh King, Makalya Whitehead-Trumpet Trio- Superior Rating

**OSSAA State Solo and Ensemble Contest-** Jennifer Veach-Solo-Superior rating, Roseanna Medina-Solo-Superior Rating, Mercedes Hill, Nevaeh King, Makalya Whitehead-Trumpet Trio- Superior Rating, Ivey Bacon-Solo-Superior Rating, Savannah Fink-Solo-Excellent Rating, Aubree Wright-Solo-Excellent Rating.

**AG: Group Awards-** OSSAA District Concert Band Contest-Superior or 1 rating in concert and sight-reading contest, OSSAA State Concert band Contest-Excellent or 2 rating in concert and sight-reading contest. **National Level:** 2020 National 3-Star Chapter (Top 4% of the nation), 2020 National Beef Production Placement Proficiency Winner-Emma Victory. **State Level:** 2021 Oklahoma Association of Agricultural Educators- Ideas Unlimited Award Winner-Emily Schmidt, 2021 Oklahoma FFA Building Communities Chapter Winner, 2021 Oklahoma FFA Hunger Challenge Chapter Award Recipient, 2021 State Agricultural Star in Placement-Emma

Victory, 2021 Agricultural Processing Proficiency Winner-Claire Carver, 2021 Third High Individual in the Land Judging Career Development Event- Clara Duncan, 2021- Top Ten Agriscience Speech- Clara Duncan, 2021- Southwest District 2nd Place Agriscience Speech- Clara Duncan, 2021- 7 Career Passport Recipients- Emma Victory, Claire Carer, Logan McKinney, Hesston Jarvis, AJ Scifres, Parker Lehman, Bailey White, 2021- 7 Oklahoma FFA State Degree Recipients- Emma Victory Claire Carver, Elizabeth Crumm, Logan McKinney, Bailey White, AJ Scifres, Hesston Jarvis, 2021- Oklahoma Youth Expo Scholarship Recipients- Emma Victory, Claire Carver, **Career Development Event Accomplishments:** Land Judging: 5th Overall Oklahoma FFA State Interscholastics, 3rd High Individual Oklahoma FFA State Interscholastics-Clara Duncan, High Team Overall Cameron University Interscholastics, High Team Overall Altus Interscholastics, 1st High Individual Altus Interscholastics- Clara Duncan, 2nd High Individual Altus Interscholastics-Rylie Weber, 2nd High Team Redlands Community College Interscholastics, 2nd High Team Connors State College Interscholastics, 2nd High Team Seminole State College Interscholastics. **Meat Judging:** High Team Overall Branson National Judging Contest, High Team Overall Murray State College Interscholastics, 5th Overall Team Redlands Community College Interscholastics, 8th High Team Overall Oklahoma FFA State Interscholastics, 6th High Individual Oklahoma FFA State Interscholastics-Emma Victory. **Milk Quality and Products:** 4th High Team Seminole State College Interscholastics, 3rd High Individual Seminole State College- Zachary Kopec, 3rd High Team NEO Interscholastics, 4th High Team Oklahoma FFA State Interscholastics State Qualifying Contest, 3rd Overall Team Oklahoma FFA Interscholastics. **Agricultural Communications:** 3rd High Team Branson National Invitational Online Contest, 4th High Team NEO Interscholastics, 5th High Individual-Logan McKinney, 8th Overall Oklahoma FFA State Interscholastics. **Leadership Development Events:** Public Speaking: Top 10 Oklahoma FFA State Speaking Contest Agriscience Prepared Public Speaking-Clara Duncan, 2nd High Individual Southwest District Speech Contest Agriscience Prepared Public Speaking- Clara Duncan (State Qualifier), High Individual Chickasha Regional Speech Contest Agriscience Prepare Public Speaking- Clara Duncan (District Qualifier), High Individual Chickasha Regional Speech Contest Extemporaneous Public Speaking-Emma Victory (District Qualifier), Top 10 Southwest District Speech Contest Extemporaneous Public Speaking-Emma Victory, 3rd High Individual Chickasha Regional Speech Contest Extemporaneous Public Speaking- Amanda Richardson. **Livestock:** 2020 Grady County Fall Fair Reserve Champion Market Hog- Brayden McMahan, 2020 Grady County Fall Fair Reserve Champion Market Steer- Emma Victory, 2020 EYO Reserve Champion Suffolk Ewe, 2020 Tulsa State Fair Sale of Champions Hog Qualifier- Brayden McMahan, 2020 Tulsa State Fair 8th in class Hampshire Wether- Claire Carver, 2020 Tulsa State Fair 3rd Overall Suffolk Ewe-Claire Carver, 2021 Grady County Jr Livestock Show Champion Suffolk Ewe- Claire Carver, 2021 Grady County Jr Livestock Show Reserve Champion York Barrow- AJ Scifres, 2021 Grady County Jr Livestock Show Reserve Champion Angus Steer- Emma Victory, 2021 Grady County Jr Livestock Show Premium Sale Qualifiers- Emma Victory, Amanda Richardson, Bailey White, Rylie Weber, Carson Caldwell, AJ Scifres, Joseph Victory, Kaleb Stephenson, Claire Carver, Hanna Downes, Emercyn Bates

6. Public Comment

This is an open, public meeting held in accordance with the Open Meeting Laws of the State of Oklahoma. The purpose of this meeting is to conduct the business of the Chickasha Public Schools. As elected representatives of the voters and patrons of the District, the members of the Board of Education will be making decisions concerning the operation of the District. The agenda for meetings includes, at the Board's discretion, an opportunity for the public to address any item appearing on the agenda or other items of concern. Members of the public wishing to speak must sign in with the Clerk of the Board prior to the convening of the Board meeting. The Board reserves the right to limit repetitive comments, comments unrelated to the business of the Board or the total amount of time dedicated to public comment in a single evening. Board members will not respond to questions or comments during public communications.

7. Discussion and vote to approve or not approve Agreement with LWPB, P.C.

**Rick Croslin and Dan Turner**

8. Discussion and vote to approve or not approve Agreement with Smith Roberts Baldischwiler, LLC (SRB)

**Rick Croslin and Dan Turner**

9. Discussion and vote to approve or not approve 2021-2022 Calendar (Revision for New Teacher Orientation)

**Rick Croslin and Pam Ladyman**

10. Discussion and vote to approve or not approve Memorandum of Understanding - Vacation Leave

**Rick Croslin**

11. Discussion and vote to approve or not approve Premier|US Foods as the prime vendor distributor for school meals.

**Dan Turner and Jennifer Stegman**

12. Consent Agenda

The following items, which concern items of a routine nature normally approved at board meetings, will be approved by one vote unless any board member desires to have a separate vote on any or all of these items. The Consent Agenda consists of the discussion, consideration and approval of the following items:

a. Minutes of the April 12, 2021 regular meeting

b. Minute of the April 29, 2021 special meeting

c. Finance Report; 2020-2021

- General Fund Nos 460-480
- Building Fund Nos 67-68
- 2010 Bond #31 None
- 2021 Bond #32 3-7
- 2008 Bond #38 None
- Sinking Fund #41 None
- Gifts #81 3-7
- BJ Clack Nos. None
- Athletic Fund Nos. 631-750
- Activity Fund Nos. 446-495
- Federal Program

d. Change Order #5

- e. Annual Renewal of the Transition School-to-Work: Work Study Contract with Oklahoma Department of Rehabilitation
  - f. Annual Renewal of Service for EduSkills
  - g. Annual Renewal of contract with Visual Sense, Nikki Keck
  - h. Annual Renewal of Occupational Therapy Services Contract with Mary White, OTR/L
  - i. Annual Renewal for Physical Therapy Services, Carla Garling, RPT
  - j. Student Teaching Affiliation Agreement Between GCU and Chickasha Public Schools
  - k. Lease between the Chickasha Public Schools and Washita Valley Community Action Council Building #1
  - l. Lease between the Chickasha Public Schools and Washita Valley Community Action Council Building #2
  - m. Renewal of Employment Service Agreement with OSSBA and Chickasha Public Schools
  - n. Membership Renewal with OSSBA
  - o. Renewal of Service Agreement with Suddenlink
  - p. Renewal of Jostens Agreement
  - q. POA - Lincoln Elementary
13. Proposed Executive Session to Discuss:
- a. Employment, hiring, or resignation of individual salaried public officers or employees listed on Exhibit A. Executive Session Authority: Okla. Stat. Tit. 25, 307(B)(1).
14. Motion and vote to convene or not convene into executive session.
15. Acknowledge return to open session and executive session compliance statement
16. Motion and vote to approve or not approve the hiring of individuals listed on Exhibit A
17. Motion and vote to approve or not approve the transfer/reassignment/workday adjustment for the individuals listed on Exhibit A
18. Motion and vote to approve or not approve the resignations of individuals listed on Exhibit A
19. Motion and vote to approve or not approve the retirement of individuals listed on Exhibit A
20. New Business
- This item is limited to any matter not known about or which could not have been reasonably foreseen prior to the time of posting this agenda [Okla. Stat. Tit. 25, Section 311 (A)(9)].
21. Superintendent's Report
22. Motion to Adjourn

This agenda was posted at 4:00 p.m. on the 7th day of May 2021, on the east and west doors of the Administration Building, Chickasha Public Schools, 900 W. Choctaw, Chickasha, Ok. and emailed to the concerned public. Notice of the meeting was given to the Grady County Clerk at 11:40 a.m. on the 12th day of November 2020.

Rochelle Bowens  
Board Clerk

**ITEM OF CONSIDERATION**  
**Chickasha Public Schools**  
**Board of Education**  
**May 10, 2021**

**TOPIC:** Agreement with LWPB, P.C.

**ADMINISTRATIVE RECOMMENDATION:** Approval of the Agreement with LWPB, P.C.

**RATIONALE FOR RECOMMENDATION:** The agreement with LWPB, P.C. will be for architectural services related to the Restoring Excellence Bond and potential development of future projects. LWPB, P.C. was selected after a committee interviewed multiple firms and conferred with CMS Willowbrook.

**FISCAL NOTE:** Fixed 8% of approximate budget of \$831, 250 totaling \$66,500.00 to be paid from bond funds.

**OPTIONS:**

1. Approve the proposal with LWPB, P.C.
2. Not approve the proposal with LWPB, P.C.
3. Request additional information.

**CONTACT PERSON:** Rick Croslin, Superintendent  
Dan Turner, Executive Director of Operation

# AIA<sup>®</sup> Document B133™ – 2019

## **Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition**

**AGREEMENT** made as of the Tenth day of May in the year Two Thousand Twenty-One  
(*In words, indicate day, month and year.*)

**BETWEEN** the Architect's client identified as the Owner:  
(*Name, legal status, address, and other information*)

Chickasha Public Schools, ISD 26I001  
900 West Choctaw Avenue  
Chickasha, OK 73018  
405-222-6500

and the Architect:  
(*Name, legal status, address, and other information*)

LWPB, P.C.  
5909 NW Expressway, Suite 600  
Oklahoma City, OK 73132  
405-722-7270

for the following Project:  
(*Name, location, and detailed description*)

2021 Bond Projects  
• Track 1 Miscellaneous District Repairs

-  
-

The Construction Manager (if known):  
(*Name, legal status, address, and other information*)

CMSWillowbrook  
3108 South 9th St.  
Chickasha, OK 73018  
405-224-5990

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

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

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

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

## TABLE OF ARTICLES

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

N/A

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

Exhibit A – Cost Summary – Critical Items and Repairs by Facility Site.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

\$831,250 (eight hundred thirty-one thousand two hundred fifty dollars) for architectural projects.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To be determined.

.2 Construction commencement date:

Init.

To be determined.

**.3 Substantial Completion date or dates:**

To be determined.

**.4 Other milestone dates:**

To be determined.

**§ 1.1.5** The Owner intends to retain a Construction Manager pursuant to the following agreement:  
*(Indicate agreement type.)*

- [ X ]** AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- [ ]** AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

**§ 1.1.6** The Owner’s requirements for accelerated or fast-track design and construction, or phased construction are set forth below:  
*(List number and type of bid/procurement packages.)*

N/A

**§ 1.1.7** The Owner’s anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)*

N/A

**§ 1.1.7.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.8** The Owner identifies the following representative in accordance with Section 5.4:  
*(List name, address, and other contact information.)*

Rick Croslin, Superintendent of Schools  
405-222-6500

**§ 1.1.9** The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:  
*(List name, address, and other contact information.)*

N/A

Init.

§ 1.1.10 The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, and other contact information.)

.1 Construction Manager:  
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

.2 Land Surveyor:

Smith Roberts Baldischwiler  
2500 McGee Drive, Suite 100  
Norman, OK 73072  
405-418-2288

.3 Geotechnical Engineer:

Owner provided and selected consultant to be determined.  
LWPB shall assist the Owner in soliciting the services of a Geotechnical Engineer

.4 Civil Engineer:

Smith Roberts Baldischwiler  
2500 McGee Drive, Suite 100  
Norman, OK 7307  
405-418-2288

.5 Other consultants and contractors:

(List any other consultants and contractors retained by the Owner.)

To be determined.

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:  
(List name, address, and other contact information.)

Randy Brooks, AIA  
405-722-7270

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

**.1 Structural Engineer:**

Engineering Solutions  
6801 N. Broadway, Suite 215  
Oklahoma City, OK 73116  
405-848-4093

**.2 Mechanical Engineer:**

To Be Determined

**.3 Electrical Engineer:**

To Be Determined

**§ 1.1.12.2 Consultants retained under Supplemental Services:**

N/A

**§ 1.1.13 Other Initial Information on which the Agreement is based:**

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 **Insurance.** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than one million dollars and no cents (\$ 1,000,000.00 ) for each occurrence and two million dollars and no cents (\$ 2,000,000.00 ) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars and no cents (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than one hundred thousand dollars and no cents (\$ 100,000.00 ) each accident, one hundred thousand dollars and no cents (\$ 100,000.00 ) each employee, and one hundred thousand dollars and no cents (\$ 100,000.00 ) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million dollars and no cents (\$ 1,000,000.00 ) per claim and one million dollars and no cents (\$ 1,000,000.00 ) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

### § 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

### **§ 3.3 Schematic Design Phase Services**

**§ 3.3.1** The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.3.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.3.3** The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.3.4** Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.3.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.3.5.1** The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

**§ 3.3.5.2** The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

**§ 3.3.6** The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

**§ 3.3.7** Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

**§ 3.3.8** In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

### **§ 3.4 Design Development Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

### § 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

### **§ 3.6.3 Certificates for Payment to Construction Manager**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

### **§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the

approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

##### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	Owner
§ 4.1.1.2 Programming	Not Provided
§ 4.1.1.3 Multiple Preliminary Designs	Not Provided
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning	Not Provided
§ 4.1.1.7 Building Information Model management responsibilities	
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Owner
§ 4.1.1.10 Landscape design	Not Provided
§ 4.1.1.11 Architectural interior design	Not Provided
§ 4.1.1.12 Value analysis	Construction Manager
§ 4.1.1.13 Cost estimating	Construction Manager
§ 4.1.1.14 On-site project representation	Construction Manager
§ 4.1.1.15 Conformed documents for construction	Architect – no charge
§ 4.1.1.16 As-designed record drawings	Not Provided
§ 4.1.1.17 As-constructed record drawings	Construction Manager
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect’s coordination of the Owner’s consultants	Not Provided
§ 4.1.1.22 Telecommunications/data design	Not Provided
§ 4.1.1.23 Security evaluation and planning	Not Provided
§ 4.1.1.24 Commissioning	Not Provided
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.28 Other services provided by specialty Consultants	
§ 4.1.1.29 Other Supplemental Services	
§ 4.1.1.30 Structural Investigation	Architect – See 4.2 below

**§ 4.1.2 Description of Supplemental Services**

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

*(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)*

4.1.1.30 Structural Investigation/Report – Investigate concrete structure at Memorial Stadium and provide recommendations for Track 1 and future bond repairs.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the

Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Twenty ( 20 ) visits to the site by the Architect during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty-four ( 24 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, as an additional service, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

**§ 8.1.4** The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

**§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

**§ 8.3 Arbitration**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.4 Consolidation or Joinder**

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

**ARTICLE 9 TERMINATION OR SUSPENSION**

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum  
(Insert amount)

\$66,500 (sixty-six thousand five hundred dollars) – (fixed to 8% (eight percent) of approximate budget of \$831,250 (eight hundred thirty-one thousand two hundred fifty dollars).

.2 Percentage Basis  
(Insert percentage value)

( ) % of the Cost of the Work,.

.3 Other  
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Structural Investigation/Report - \$5,850 (five thousand eight hundred fifty dollars )

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

Hourly rate in effect at the time service is provided or an agreed-to fixed sum.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus twenty-five percent ( 25 %), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Design Phase <i>(Row deleted)</i>	Thirty-five	percent (	35	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
<b>Total Basic Compensation</b>	<b>one hundred</b>	<b>percent (</b>	<b>100</b>	<b>%)</b>

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Exhibit B – LWPB, P.C. Wage and Rates Schedule

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent ( 10 %) of the expenses incurred.

Init.

**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:  
*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)*

Cost plus Fifteen Percent (15%)

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of zero dollars and no cents (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ( \$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

**§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

As per State Law

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:  
*(Include other terms and conditions applicable to this Agreement.)*

If the Owner and Construction Manager enter into a contract with an agreement other than the AIA Document A201-2017, that agreement shall not affect the Architect's services under this agreement unless the Owner and the Architect amend this agreement.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

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

**§ 13.2** This Agreement is comprised of the following documents identified below:

- .1 AIA Document B133™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:  
*(Insert the date of the E203-2013 incorporated into this agreement.)*

N/A

Init.

**.3 Exhibits:**

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

- AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.  
*(Insert the date of the E234-2019 incorporated into this agreement.)*

N/A

- Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

N/A

**.4 Other documents:**

*(List other documents, if any, forming part of the Agreement.)*

Attachment 1 – Critical Items and Repairs by Facility Site.  
Attachment 2 – LWPB, P.C. Wage and Rates Schedule

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

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

\_\_\_\_\_  
Rick Croslin, Superintendent of Schools  
*(Printed name and title)*

\_\_\_\_\_  
**ARCHITECT** *(Signature)*

\_\_\_\_\_  
Jeffrey A. Wegener, AIA, Principal  
*(Printed name, title, and license number, if required)*

<b>Cost Summary - Critical Maintenance and Repairs by Facility Site</b>			
		Budget	Site Total
<b>1</b>	<b>Middle School Campus</b>		
A	Masonry Restoration - 1935 Main Classroom Building	95,000	
A	Auditorium Entry - Repair Fascia, Canopy and Paving	63,000	\$158,000
<b>2</b>	<b>High School Activity Center</b>	78,600	Site Total
C	Pipe roof drains to new underground storm sewer	78,500	
C	Sidewalk expansion joint sealants	8,000	
C	Concrete curbs, asphalt paving repair, joint sealant	44,000	
A	Façade joint sealants	25,500	
C	Correct ADA crossing at John Cowen Drive	29,000	\$185,000
<b>3</b>	<b>Adult Learning Center (Southwest Elementary)</b>	Budget	Site Total
C	Paving & walk repairs - ADA & hazard abatement	20,000	\$20,000
<b>4</b>	<b>Bill Wallace Early Childhood Center</b>	Budget	Site Total
A	Reseal masonry, EFIS flashings, windows, gutters	62,500	
C	Seal pavement and walks, re-stripe markings	37,500	\$100,000
<b>5</b>	<b>Grand Elementary</b>	Budget	Site Total
A	Modify 1992 restrooms for ADA compliance	45,600	
C	Repair ADA accessible path to ramped entrance	61,400	
A	Masonry sealants and fascia repairs	52,600	
A*	Drainage, downspout and splash block repairs	54,400	\$214,000
<b>6</b>	<b>High School</b>	Budget	Site Total
A	Building facade repair, cleaning & joint sealants	116,000	
C	Paving and walks - joint sealants, repairs, replacement	100,800	
C	Correct ADA route at John Cowen Drive (more critical at Activity Center)	27,200	
-	Repair Lettering on Monument Sign	6,000	\$250,000

**Cost Summary - Critical Maintenance and Repairs by Facility Site**

7 Lincoln Elementary		Budget	Site Total
	Masonry Restoration & Joint Sealants		
A	- 1937 Main Building	107,000	
A	- 1929 Building - Cafeteria-Gym-Assembly	98,000	
A	- 2001 Classrooms (joint sealants only)	12,000	
A	- 1982 Classrooms (joint sealants only)	16,000	
-	Plumbing Improvements	200,000	
C	Site grading, downspout drainage, repairs	73,600	
C	Basement - areaway drains, seal openings, correct water intrusion, abate hazard	80,400	<b>\$587,000</b>
8 Memorial Stadium		Budget	Site Total
A*	*Structural Concrete Repairs	130,000	
-	Painting	20,000	\$150,000
9 Myers Field House		Budget	Site Total
C*	Correct perimeter drainage and downspouts	15,000	
-	Correct plugged drain at east entry ramp	5,000	\$20,000
10 Other		Budget	Site Total
A	Administration Building - ADA Toilet Upgrades - District Option	6,000	
<b>Total - Project Cost Budget</b>			<b>\$1,684,000</b>

- Design services not required
- A Architect
- C Civil Engineer
- \* A/E Collaboration, Possible Structural Input



Attachment 2

**LWPB, P.C. Wage and Rates Schedule**

<u>Personnel</u>	<u>Hourly Rate</u>
Principal Design Architect	\$ 145.00
Project Manager	\$ 125.00
Project Architect/Lead Interior Designer	\$ 100.00
Interior Designer	\$ 60.00
Construction Inspector	\$ 85.00
Specification Writer	\$ 90.00
Senior CADD Technician	\$ 80.00
Clerical	\$ 45.00

Effective through December 2021

**ITEM OF CONSIDERATION**  
**Chickasha Public Schools**  
**Board of Education**  
**May 10, 2021**

**TOPIC: Agreement with Smith Roberts Baldischwiler, LLC (SRB)**

**ADMINISTRATIVE RECOMMENDATION:** Approval of the Agreement with SRB

**RATIONALE FOR RECOMMENDATION:** The agreement with SRB will be for civil engineering services related to the Restoring Excellence Bond and potential development of future projects. SRB was selected after a committee interviewed multiple firms and conferred with CMS Willowbrook.

<b>FISCAL NOTE:</b> Design Ready Survey (billed hourly, not to exceed)	\$10,000.00
Design Services (Civil Site Package)	\$34,000.00
<u>Construction Phase Services</u>	<u>\$10,000.00</u>
Total	\$54,000.00

**OPTIONS:**

1. Approve the proposal with SRB
2. Not approve the proposal with SRB
3. Request additional information.

**CONTACT PERSON:** Rick Croslin, Superintendent  
Dan Turner, Executive Director of Operation



**ENGINEERING | SURVEYING | PLANNING**

SMITH ROBERTS BALDISCHWILER, LLC

CONSULTING ENGINEERS – CERTIFICATE OF AUTHORIZATION No. 3949  
100 N.E. 5<sup>TH</sup> STREET, OKLAHOMA CITY, OKLAHOMA 73104  
TEL: 405/840-7094 FAX: 405/840-9116

**AGREEMENT**

**PERSON OR ENTITY PLACING ORDER:**

<b>NAME / COMPANY</b>	Chickasha Public Schools		
<b>ADDRESS</b>	900 West Choctaw Avenue		
<b>CITY, STATE, ZIP</b>	Chickasha, OK 73018		
<b>TELEPHONE</b>	OFFICE: 405-222-6500	CELL:	FAX:
<b>EMAIL</b>	rcroslin@chickasha.k12.ok.us		
<b>CONTACT</b>	NAME: Rick Croslin	TITLE: Superintendent	

**PERSON OR ENTITY RESPONSIBLE FOR PAYMENT (“CLIENT”):**

CHECK IF SAME AS ABOVE

<b>NAME / COMPANY</b>			
<b>ADDRESS</b>			
<b>CITY, STATE, ZIP</b>			
<b>TELEPHONE</b>	OFFICE:	CELL:	FAX:
<b>EMAIL</b>			
<b>CONTACT</b>	NAME:	TITLE:	

**PROJECT NAME/DESCRIPTION:** Chickasha Public Schools - Tract 1 - District Repairs

**SCOPE OF SERVICES:** See Exhibits A, A1, & C

**FEES AND EXPENSES:**  SEE EXHIBIT B.  DESCRIBE: B - Fees & Expenses, D - Hourly Rate Schedule

**PAYMENT TERMS:**  30 DAYS  OTHER: \_\_\_\_\_

**SRB PROJECT MANAGER:** Daniel S. Andrulonis, P.E. **E-MAIL ADDRESS:** dan.andrulonis@srbok.com



**TERMS**

For the consideration recited and mutual promises herein made, incorporating Page 1 as if set forth fully herein, the parties agree:

**1. Location of Underground Utilities.** The underground utilities shown on any plans or drawings produced or provided by SRB pursuant to this agreement have been located from field survey information, existing drawings, and other available information. SRB makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned, or that the utilities shown are in the exact location indicated. SRB does not physically locate any underground utilities, therefore, unless otherwise expressly provided herein, SRB shall not be responsible for determining the exact location of any underground utilities. Client agrees that the contractor who performs the work shall be required to comply with all applicable statutes, ordinances, codes, rules, and regulations, and specifications regarding location of underground utilities, and shall be required to verify the accuracy of all measurements and the physical location of all underground utilities prior to commencing work or ordering materials.

**2. Default/Remedies; Lien.** Should either Party breach this agreement, the prevailing Party in any litigation shall have the right to recover all of such party's reasonable expenses and costs incurred by reason of such litigation, including, but not limited to, attorney's fees, court costs, and costs of suit preparation. Upon breach of this agreement by Client, Smith Roberts Baldischwiler, LLC ("SRB") may without notice or demand file a lien on the property for or upon which services have been performed and Client shall be responsible for all costs of filing, prosecution, and release of said lien, including but not limited to court costs, litigation costs, expenses, and attorneys' fees, in addition to any other remedies allowed by law.

**3. Miscellaneous.** In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, such provisions shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to this Agreement to the extent possible and in any event, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. SRB may terminate this agreement upon thirty (30) days written notice to Client, and in such event SRB shall be entitled to payment for all sums due up until the effective date of termination. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Oklahoma. Jurisdiction and Venue shall lie exclusively in the state and federal courts located Oklahoma County, Oklahoma. This Agreement is a final expression of the intent of the Parties and shall be modified only by a duly executed written instrument signed by both Parties. Failure to pursue any legal or equitable remedy or right available to a Party shall not constitute a waiver of such right, nor shall any such forbearance, failure or actual waiver imply or constitute waiver of subsequent default or breach. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of the same provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such provision. Notwithstanding any other provision of this Agreement, neither party will be liable to the other for any punitive, indirect, special, consequential or incidental damages whatsoever, even if the parties were notified of the likelihood or possibility of such damages. The captions to the sections of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation. This Agreement shall be binding upon the Parties hereto, their respective heirs, successors and assigns, but shall not be assigned by any party hereto without the written consent of the other party. This Agreement may be executed in counter parts, each of which will be deemed an original and all of which together will constitute one instrument.

**4. Progressive Billing / Late Payments.** Unless provided otherwise herein, all work in progress may be invoiced monthly and is due within thirty (30) days from date of invoice. All past due payments bear interest at the rate of 1.5% per month. If payments are past due, in addition to its right to collect, SRB may suspend work or refuse to deliver the work ordered.

**PERSON OR ENTITY  
PLACING ORDER:**

**PERSON OR ENTITY  
RESPONSIBLE FOR PAYMENT:**

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

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

SRB:

  
Daniel S. Andrulonis, P.E.  
Project Engineer  
4-26-21  
Date



## **EXHIBIT A SCOPE OF SERVICES**

### **SRB SHALL PERFORM OR PROVIDE THE FOLLOWING:**

See EXHIBIT A1

### **DOES NOT INCLUDE:**

The following items are not included in this proposal:

- Resident Inspection
- Construction Staking

### **CLIENT SHALL PROVIDE:**

This proposal is based upon the following items being provided to SRB:

- N/A



## **EXHIBIT A1 SCOPE OF SERVICES**

### **General:**

The Project will generally conform to the Tract 1 Repair Projects as identified in the Facility Assessment prepared by CMS Willowbrook. See Exhibit C for repairs to be included in the project.

### **Survey:**

This work will consist of the provision of DesignReady™ topographic surveys in the various areas of the Tract 1 Repairs. SRB will define the areas of survey required in consultation with project team members. It is proposed to provide survey services on a time and material basis in accordance with the hourly rates shown in Exhibit D. A Not-To-Exceed price is included in the proposed Fee shown on Exhibit B. The fee for survey services will not exceed the not-to-exceed price without written authorization from the Owner.

### **Design Services (Civil Site Package):**

This work will consist of the preparation of civil plans and specification for the work included in the Tract 1 Repair Projects. The plans and specifications will be suitable for the solicitations of construction bids. SRB will also coordinate with entities having jurisdictional control over the proposed work to ensure that the work complies with all applicable codes and regulations.

### **Construction Phase:**

During the Construction Phase, SRB will review the contractor's submittals, prepare any necessary change orders, review and respond to any Request for Information (RFI), prepare any necessary change orders, and make periodic visits to the site during the construction process.



**EXHIBIT B  
FEES AND EXPENSES**

**EXPENSES ARE REIMBURSABLE AS FOLLOWS:**

<b>TASK No.</b>	<b>DESCRIPTION</b>	<b>FEE</b>
1	DesignReady™ Survey **	\$ 10,000.00
2	Design Services (Civil Site Package)	\$ 34,000.00
3	Construction Phase Services	\$ 10,000.00
	<b>TOTAL FEES:</b>	<b>\$ 54,000.00</b>

**\*\*NOTE:** Billed at Hourly Rates – Not-To-Exceed \$10,000.00

## EXHIBIT C

Chickasha Public Schools

Track 1 - District Repairs

Updated - March 11, 2021

Cost Summary - Critical Maintenance and Repairs by Facility Site				
1	Middle School Campus		Budget	Site Total
A	Masonry Restoration - 1935 Main Classroom Building		95,000	
A	Auditorium Entry - Repair Fascia, Canopy and Paving		63,000	\$158,000
2	High School Activity Center		78,600	Site Total
C	Pipe roof drains to new underground storm sewer		78,500	
C	Sidewalk expansion joint sealants		8,000	
C	Concrete curbs, asphalt paving repair, joint sealant		44,000	
A	Façade joint sealants		25,500	
C	Correct ADA crossing at John Cowen Drive		29,000	<b>\$185,000</b>
3	Adult Learning Center (Southwest Elementary)		Budget	Site Total
C	Paving & walk repairs - ADA & hazard abatement		20,000	\$20,000
4	Bill Wallace Early Childhood Center		Budget	Site Total
A	Reseal masonry, EFIS flashings, windows, gutters		62,500	
C	Seal pavement and walks, re-stripe markings		37,500	<b>\$100,000</b>
5	Grand Elementary		Budget	Site Total
A	Modify 1992 restrooms for ADA compliance		45,600	
C	Repair ADA accessible path to ramped entrance		61,400	
A	Masonry sealants and fascia repairs		52,600	
A*	Drainage, downspout and splash block repairs		54,400	<b>\$214,000</b>
6	High School		Budget	Site Total
A	Building facade repair, cleaning & joint sealants		116,000	
C	Paving and walks – joint sealants, repairs, replacement		100,800	
C	Correct ADA route at John Cowen Drive (more critical at Activiity Center		27,200	
-	Repair Lettering on Monument Sign		6,000	<b>\$250,000</b>

Cost Summary - Critical Maintenance and Repairs by Facility Site			
7	Lincoln Elementary		
			Budget
			Site Total
		Masonry Restoration & Joint Sealants	
A		- 1937 Main Building	107,000
A		- 1929 Building – Cafeteria-Gym-Assembly	98,000
A		- 2001 Classrooms (joint sealants only)	12,000
A		- 1982 Classrooms (joint sealants only)	16,000
-		Plumbing Improvements	200,000
C		Site grading, downspout drainage, repairs	73,600
C		Basement – areaway drains, seal openings, correct water intrusion, abate hazard	80,400
			<b>\$587,000</b>
8	Memorial Stadium		
			Budget
			Site Total
A*		*Structural Concrete Repairs	130,000
-		Painting	20,000
			\$150,000
9	Myers Field House		
			Budget
			Site Total
C*		Correct perimeter drainage and downspouts	15,000
-		Correct plugged drain at east entry ramp	5,000
			\$20,000
10	Other		
			Budget
A		Administration Building - ADA Toilet Upgrades - District Option	6,000
<b>Total - Project Cost Budget</b>			<b>\$1,684,000</b>

- Design services not required
- A Architect
- C Civil Engineer
- \* A/E Collaboration, Possible Structural Input



**EXHIBIT D**  
**FEES AND EXPENSES: HOURLY RATE SCHEDULE**

**Smith Roberts Baldischwiler, LLC**

**Employee Rates Per Hour**

As of 01/01/2021

<u><i>Title</i></u>	<u><i>Rate</i></u>
Civil Principal Engineer	\$ 210.00
Senior Civil Engineer	\$ 190.00
Civil Engineer Design (Staff)	\$ 150.00
Junior Engineer	\$ 115.00
Senior Engineering Technician	\$ 95.00
Engineer Technician	\$ 75.00
CAD Technician, Level II	\$ 80.00
CAD Technician, Level I	\$ 65.00
Word Processing, Clerical	\$ 45.00
Principal Land Surveyor	\$ 175.00
Land Surveyor	\$ 140.00
Survey Crew	\$ 165.00
GPS Crew	\$ 185.00
Party Chief	\$ 80.00
Inspector	\$ 80.00
Senior Survey Technician	\$ 70.00
Survey Technician	\$ 55.00
Courier	\$ 35.00

**REIMBURSABLE EXPENSES**

- A. Additional Services (as Applicable)
  - 1. Printing \$0.20/SF
  
- B. Additional Construction Administration (as authorized) at the approved hourly rates.

**ITEM OF CONSIDERATION**  
**Chickasha Public Schools**  
**Board of Education**  
**May 10, 2021**

**TOPIC: 2021-2022 Calendar (Revision for New Teacher Orientation)**

**ADMINISTRATIVE RECOMMENDATION:** Approval of the revised calendar

**RATIONALE FOR RECOMMENDATION:** The reason for this proposal is to move the New Teacher Orientation back by three days. The District Professional Development Committee conducted a survey of recent new hires and a request to space out the days from reporting for the year was noted. The new dates place New Teacher Orientation one week prior to all teachers reporting. There are no other changes being suggested at this time thus.

**FISCAL NOTE:** None at this time

**OPTIONS:**

1. Approve the calendar revision.
2. Not approve the calendar revision.
3. Request additional information.

**CONTACT PERSON:** Rick Croslin, Superintendent  
Pam Ladyman, Executive Director

# 2021/22 CPS Instructional Calendar

August 2021						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2021						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October 2021						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November 2021						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 2021						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January 2022						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February 2022						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					







March 2022						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2022						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2022						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2022						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July 2022						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

 Professional Development-Aug. 9-11, Jan. 3, Feb. 21	 Sept. 6 (Labor Day) Oct. 14-15 (Fall Break) Nov. 22-26 (Thanksgiving) Dec. 20-31 (Christmas) Jan. 17 (MLK)
 Snow Days-Dec. 17, Feb. 18, Mar. 11, Apr. 18, May 20	 First Day-Aug. 12, Return Date-Jan. 4, Last Day May 19 Graduation May 20
 Parent Teacher Conferences-Sept. 24, Feb. 17	 New Teacher Orientation-Aug. 2-3

1<sup>st</sup> 9 Weeks-Aug. 12-Oct. 13      2<sup>nd</sup> 9 weeks-Oct. 18-Dec. 17      3<sup>rd</sup> 9 Weeks-Jan. 4-Mar. 11      4<sup>th</sup> 9 weeks-Mar. 21-May 20

✓

**ITEM OF CONSIDERATION**  
**Chickasha Public Schools**  
**Board of Education**  
**May 10, 2021**

**TOPIC:** Memorandum of Understanding-Vacation Leave

**ADMINISTRATIVE RECOMMENDATION:**

To formally approve the Memorandum of Understanding, in regards to vacation leave.

**RATIONALE FOR RECOMMENDATION:**

During the beginning of the COVID-19 Pandemic, an MOU was established, which allowed employees receiving vacation leave to receive the right to carryover all accrued vacation leave into FY21. The vacation leave that was carried-over had an expiration date of June 30, 2021.

Vacation leave accrual begins July 1, and the Board-approved carryover is 10 days. Due to the continued impact of the COVID-19 Pandemic, it is agreed that all employees receiving vacation leave would be able to carryover five additional days of vacation leave, with any additional vacation leave rolling into sick leave. Subsequently, an employee may carry over a total of 15 vacation leave days, but, it is agreed that five of these days must be used by December 31, 2021.

**OPTIONS:**

1. Approve the policy revisions.
2. Not approve the policy revisions.
3. Request additional information.

**CONTACT PERSON:**

Rick Croslin, Superintendent



**Chickasha Public Schools**

To: Chickasha Association of Support Employees  
From: Rick Croslin, Superintendent  
Re: Memorandum of Understanding- Vacation Leave  
Date: May 10, 2021

This Memorandum of Understanding (MOU) signifies an agreement between Chickasha Public Schools and the Chickasha Association of Support Employees (CASE) and any employee who receives vacation leave.

During the beginning of the COVID-19 Pandemic, an MOU was established, which allowed employees receiving vacation leave to receive the right to carryover all accrued vacation leave into FY21. The vacation leave that was carried-over had an expiration date of June 30, 2021.

Vacation leave accrual begins July 1, and the Board-approved carryover is 10 days. Due to the continued impact of the COVID-19 Pandemic, it is agreed that all employees receiving vacation leave would be able to carryover five additional days of vacation leave, with any additional vacation leave rolling into sick leave. Subsequently, an employee may carry over a total of 15 vacation leave days, but, it is agreed that five of these days must be used by December 31, 2021.

The below signatures signify agreement of the above MOU and represents any employee who receives vacation leave.

M. Lavon Blalock

Lavon Blalock  
President-CASE

5-7-21

Date

Rick Croslin

Rick Croslin  
Superintendent

5/6/21

Date

\*The implementation of this Memorandum of Understanding is contingent upon CPS Board of Education approval.

**ITEM OF CONSIDERATION**  
**Chickasha Public Schools**  
**Board of Education**  
**May 10, 2021**

**TOPIC:** Awarding a Prime Vendor Distributor for student and adult meals.

**ADMINISTRATIVE RECOMMENDATION:** Approve Premier|US Foods as a prime vendor distributor for the district.

**RATIONALE FOR RECOMMENDATION:** Chickasha solicited bids for a prime vendor to bid, receive, stock, and deliver grocery and non-grocery items such as frozen foods, fresh and frozen meats, fresh produce, snacks, dry goods, beverages, and miscellaneous other supplies for the school meal program. Two valid bids (Premier and Bene Keith) were received and evaluated based on the following criteria:

Best Price (20)  
Food Descriptions (15)  
Quality Available (16)  
Past History (14)  
Quality of Food (18)  
Meeting Delivery Requirements (17)

Based on these evaluations Premier | US Foods had the highest score.

**FISCAL NOTE:** The US Foods program provides a cost-plus fixed fee per case. The market basket or case will have a fixed fee of \$2.02. Equipment and supplies will have a 9.75% markup from wholesale cost.

**OPTIONS:**

1. Approve the proposal.
2. Not approve the proposal.
3. Request additional information.

**CONTACT PERSON:** Dan Turner, Executive Director of Maintenance and Operations, or Jennifer Stegman, Assistant Superintendent

Evaluation for Prime Vendor Distributor

Evaluation Areas	Premier   US foods	Bene keith Co.
Best Price (20)	15	10
Food Descriptions (15)	15	10
Quality Available (16)	12	12
Past History (14)	10	10
Quality of Food (18)	12	10
Meeting Delivery requirements (17)	15	15
Total:	79	67



Chickasha High School Auditorium  
101 John P Cowan Dr.  
Chickasha, Oklahoma 73018

Regular Meeting of the Board of Education  
Monday, April 12, 2021 6:00 PM Central

1. Call Meeting to Order

Rick Croslin Superintendent, Jennifer Stegman Asst. Superintendent CFO, Rochelle Bowens Board Clerk, Kelly Hair Deputy Minutes Clerk, Pam Ladyman Special Services Director, Dan Turner Director of Operation, Jerry Bray Athletic Director, Seth Meier Director of Curriculum/Personnel, Rhonda Snow Principal, Dereth Harrison Principal, Dr. R.P Ashanti-Alexander Principal, Debby Davis Principal, Tressia Meeks Principal, Kathy Wenzel Asst. Principal, Elizabeth Fechner Director of Alt. Ed., Lisa Johnson Director of Adult Ed., LaVon Blalock CASE, Mike Minard Transportation, Michelle Castleberry CUTA, Brad & Kelly Wlikerson Chicken Express, Jeremy Alexander Chickasha Police Dept., Abera Alexander Teacher Lincoln.

2. Roll Call

Attendance Taken at 6:00 PM.

Laurie Allen: Present  
Christy Clift: Absent  
Cara Gerdes: Present  
Zack McGill: Present  
Robyn Morse: Present

3. Pledge of Allegiance

Chickasha Middle School

4. Recognitions:

Chicken Express Employees of the Month for April:

- Certified: Chase Johnson - Athletics
- Support: Linda Hawkins - Central Kitchen

Support Employee of the Quarter:

- Mike Minard - Transportation

5. Reorganization of the Board of Education

Motion to nominate Robyn Morse President. This motion, made by Cara Gerdes and seconded by Zack McGill, passed.

Laurie Allen: Yea  
Christy Clift: Absent  
Cara Gerdes: Yea  
Zack McGill: Yea  
Robyn Morse: Yea

Yea: 4, Nay: 0, Absent: 1

Motion to nominate Laurie Allen as 1st Vice President. This motion, made by Cara Gerdes and seconded by Robyn Morse, passed.

Laurie Allen: Yea

Christy Clift: Absent

Cara Gerdes: Yea

Zack McGill: Yea

Robyn Morse: Yea

Yea: 4, Nay: 0, Absent: 1

Motion to nominate Cara Gerdes as 2nd Vice President. This motion, made by Laurie Allen and seconded by Robyn Morse, passed.

Laurie Allen: Yea

Christy Clift: Absent

Cara Gerdes: Yea

Zack McGill: Yea

Robyn Morse: Yea

Yea: 4, Nay: 0, Absent: 1

#### 6. Public Comment

None

#### 7. Discussion and vote to approve or not approve OSSBA Continuous Strategic Improvement Process Statement of Understanding

Motion to approve OSSBA Continuous Strategic Improvement Process Statement of Understanding. This motion, made by Robyn Morse and seconded by Laurie Allen, passed.

Laurie Allen: Yea

Christy Clift: Absent

Cara Gerdes: Yea

Zack McGill: Yea

Robyn Morse: Yea

Yea: 4, Nay: 0, Absent: 1

#### 8. Discussion and vote to approve or not approve Agreement with School Messenger

Motion to approve Agreement with School Messenger. This motion, made by Laurie Allen and seconded by Cara Gerdes, passed.

Laurie Allen: Yea

Christy Clift: Absent

Cara Gerdes: Yea

Zack McGill: Yea

Robyn Morse: Yea

Yea: 4, Nay: 0, Absent: 1

#### 9. Discussion and vote to approve or not approve Agreement with SOCS

Motion to approve Agreement with SOCS. This motion, made by Zack McGill and seconded by Laurie Allen, passed.

Laurie Allen: Yea

Christy Clift: Absent  
Cara Gerdes: Yea  
Zack McGill: Yea  
Robyn Morse: Yea  
Yea: 4, Nay: 0, Absent: 1

10. Discussion and vote to approve or not approve Resolution regarding Decision of Oklahoma State School Board on Charter School Funding

Motion to approve Resolution regarding Decision of Oklahoma State School Board on Charter School Funding. This motion, made by Zack McGill and seconded by Laurie Allen, passed.

Laurie Allen: Yea  
Christy Clift: Absent  
Cara Gerdes: Yea  
Zack McGill: Yea  
Robyn Morse: Yea  
Yea: 4, Nay: 0, Absent: 1

11. Discussion and vote to approve or not approve Form 307 Request for Approval of Federal Funds

Motion to approve Form 307 Request for Approval of Federal Funds. This motion, made by Laurie Allen and seconded by Zack McGill, passed.

Laurie Allen: Yea  
Christy Clift: Absent  
Cara Gerdes: Yea  
Zack McGill: Yea  
Robyn Morse: Yea  
Yea: 4, Nay: 0, Absent: 1

12. Discussion and vote to approve or not approve Form 150 Supplemental Estimate of Funds and Purchase Order for General Roof Repairs

Motion to approve Form 150 Supplemental Estimate of Funds and Purchase Order for General Roof Repairs. This motion, made by Laurie Allen and seconded by Zack McGill, passed.

Laurie Allen: Yea  
Christy Clift: Absent  
Cara Gerdes: Yea  
Zack McGill: Yea  
Robyn Morse: Yea  
Yea: 4, Nay: 0, Absent: 1

13. Vote to approve or disapprove Resolution for School and Libraries Universal Services (E-Rate) for 2021-22. This resolution authorizes filing of the Form 471 applications for funding year 2021-22 and the payment of the applicant's share upon approval of funding and receipt of services

Motion to approve Resolution for School and Libraries Universal Services (E-Rate) for 2021-22. This resolution authorizes filing of the Form 471 applications for funding year 2021-22 and the payment of the applicant's share upon approval of funding and receipt of services. This motion, made by Laurie Allen and seconded by Cara Gerdes, passed.

Laurie Allen: Yea

Christy Clift: Absent

Cara Gerdes: Yea

Zack McGill: Yea

Robyn Morse: Yea

Yea: 4, Nay: 0, Absent: 1

14. Discussion and vote to approve or not approve School Climate Transformation Letter of Commitment Cohort 2

Motion to approve School Climate Transformation Letter of Commitment Cohort 2. This motion, made by Zack McGill and seconded by Laurie Allen, passed.

Laurie Allen: Yea

Christy Clift: Absent

Cara Gerdes: Yea

Zack McGill: Yea

Robyn Morse: Yea

Yea: 4, Nay: 0, Absent: 1

15. Discussion and vote to approve or not approve Memorandum of Understanding-5% incentive pay for math and science teachers

Motion to approve Memorandum of Understanding-5% incentive pay for math and science teachers. This motion, made by Zack McGill and seconded by Laurie Allen, passed.

Laurie Allen: Yea

Christy Clift: Absent

Cara Gerdes: Yea

Zack McGill: Yea

Robyn Morse: Yea

Yea: 4, Nay: 0, Absent: 1

16. Discussion and vote to approve or not approve Memorandum of Understanding- Teacher Raise to \$25/hour

Motion to approve Memorandum of Understanding- Teacher Raise to \$25/hour. This motion, made by Laurie Allen and seconded by Zack McGill, passed.

Laurie Allen: Yea

Christy Clift: Absent

Cara Gerdes: Yea

Zack McGill: Yea

Robyn Morse: Yea

Yea: 4, Nay: 0, Absent: 1

17. Discussion and vote to approve or not approve Memorandum of Understanding-Student Accounting

Motion to approve Memorandum of Understanding-Student Accounting. This motion, made by Zack McGill and seconded by Laurie Allen, passed.

Laurie Allen: Yea  
Christy Clift: Absent  
Cara Gerdes: Yea  
Zack McGill: Yea  
Robyn Morse: Yea  
Yea: 4, Nay: 0, Absent: 1

18. Discussion and vote to approve or not approve Memorandum of Understanding-Bus Driver Raise

Motion to approve Memorandum of Understanding-Bus Driver Raise. This motion, made by Laurie Allen and seconded by Cara Gerdes, passed.

Laurie Allen: Yea  
Christy Clift: Absent  
Cara Gerdes: Yea  
Zack McGill: Yea  
Robyn Morse: Yea  
Yea: 4, Nay: 0, Absent: 1

19. Discussion and vote to approve or not approve Educational Technology Coordinator Job Description

Motion to approve Educational Technology Coordinator Job Description. This motion, made by Zack McGill and seconded by Laurie Allen, passed.

Laurie Allen: Yea  
Christy Clift: Absent  
Cara Gerdes: Yea  
Zack McGill: Yea  
Robyn Morse: Yea  
Yea: 4, Nay: 0, Absent: 1

20. Discussion and vote to approve or not approve Student Accounting, Assessment and Communications Coordinator Job Description

Motion to approve Student Accounting, Assessment and Communications Coordinator Job Description. This motion, made by Zack McGill and seconded by Laurie Allen, passed.

Laurie Allen: Yea  
Christy Clift: Absent  
Cara Gerdes: Yea  
Zack McGill: Yea  
Robyn Morse: Yea  
Yea: 4, Nay: 0, Absent: 1

21. Discussion and vote to approve or not approve Social Worker Job Description

Motion to approve Social Worker Job Description. This motion, made by Laurie Allen and seconded by Robyn Morse, passed.

Laurie Allen: Yea

Christy Clift: Absent  
Cara Gerdes: Yea  
Zack McGill: Yea  
Robyn Morse: Yea  
Yea: 4, Nay: 0, Absent: 1

22. Discussion and vote to approve or not approve Licensed Professional Counselor Job Description

Motion to approve Licensed Professional Counselor Job Description. This motion, made by Zack McGill and seconded by Laurie Allen, passed.

Laurie Allen: Yea  
Christy Clift: Absent  
Cara Gerdes: Yea  
Zack McGill: Yea  
Robyn Morse: Yea  
Yea: 4, Nay: 0, Absent: 1

23. Discussion and vote to approve or not approve Recommendation to accept Summer Hours  
Motion to approve Recommendation to accept Summer Hours. This motion, made by Zack McGill and seconded by Laurie Allen, passed.

Laurie Allen: Yea  
Christy Clift: Absent  
Cara Gerdes: Yea  
Zack McGill: Yea  
Robyn Morse: Yea  
Yea: 4, Nay: 0, Absent: 1

24. Consent Agenda

Motion to approve Consent Agenda. This motion, made by Zack McGill and seconded by Laurie Allen, passed.

Laurie Allen: Yea  
Christy Clift: Absent  
Cara Gerdes: Yea  
Zack McGill: Yea  
Robyn Morse: Yea  
Yea: 4, Nay: 0, Absent: 1

24.a. Minutes of the March 8, 2021 regular meeting

24.b. Finance Report; 2020-2021

1. General Fund Nos 392-459
2. Building Fund Nos 62-66
3. 2010 Bond #31 None
4. 2021 Bond #32 1-2
5. 2008 Bond #38 None
6. Sinking Fund #41 None

7. Gifts #81 None
8. BJ Clack Nos. None
9. Athletic Fund Nos. 500-630
10. Activity Fund Nos. 396-445
11. Federal Program

24.c. Change Order #4

24.d. Fundraising Approval Request - CHS Special Education

24.e. Public Gifts

24.f. C.A.S.E. intent to enter into negotiations with The Chickasha Public Schools Board of Education for 2021-2022 school year

24.g. C.U.T.A. intent to enter into negotiations with The Chickasha Public Schools Board of Education for 2021-2022 school year

24.h. Job Description - Executive Director of Student Services (revisions)

24.i. Job Description - Transportation Coordinator (Certified)/Transportation Supervisor (Support) (revisions)

24.j. Job Description - Executive Director of Operations (revisions)

25. Proposed Executive Session to Discuss:

25.a. Employment, hiring, or resignation of individual salaried public officers or employees listed on Exhibit A. Executive Session Authority: Okla. Stat. Tit. 25, 307(B)(1).

26. Motion and vote to convene or not convene into executive session.

Board enter into executive session at 7:29 PM

Motion to convene into Executive Session. This motion, made by Cara Gerdes and seconded by Laurie Allen, passed.

Laurie Allen: Yea

Christy Clift: Absent

Cara Gerdes: Yea

Zack McGill: Yea

Robyn Morse: Yea

Yea: 4, Nay: 0, Absent: 1

27. Acknowledge return to open session and executive session compliance statement

Board returned from executive session at 8:05 PM

28. Motion and vote to approve or not approve the hiring of individuals listed on Exhibit A

Motion to approve the hiring of individuals listed on Exhibit A. This motion, made by Zack McGill and seconded by Cara Gerdes, passed.

Laurie Allen: Yea

Christy Clift: Absent

Cara Gerdes: Yea

Zack McGill: Yea

Robyn Morse: Yea  
Yea: 4, Nay: 0, Absent: 1

29. Motion and vote to approve or not approve the transfer/reassignment/workday adjustment for the individuals listed on Exhibit A

Motion to approve the transfer/reassignment/workday adjustment for the individuals listed on Exhibit A. This motion, made by Zack McGill and seconded by Laurie Allen, passed.

Laurie Allen: Yea  
Christy Clift: Absent  
Cara Gerdes: Yea  
Zack McGill: Yea  
Robyn Morse: Yea  
Yea: 4, Nay: 0, Absent: 1

30. Motion and vote to approve or not approve the resignations of individuals listed on Exhibit A

Motion to approve the resignations of individuals listed on Exhibit A with the correction of Kwyn Weaver resigned for Chickasha High School instead of Grand Avenue Elementary, as noted in Exhibit A. This motion, made by Zack McGill and seconded by Laurie Allen, passed.

Laurie Allen: Yea  
Christy Clift: Absent  
Cara Gerdes: Yea  
Zack McGill: Yea  
Robyn Morse: Yea  
Yea: 4, Nay: 0, Absent: 1

31. Motion and vote to approve or not approve the retirement of individuals listed on Exhibit A

Motion to approve the retirement of individuals listed on Exhibit A. This motion, made by Laurie Allen and seconded by Zack McGill, passed.

Laurie Allen: Yea  
Christy Clift: Absent  
Cara Gerdes: Yea  
Zack McGill: Yea  
Robyn Morse: Yea  
Yea: 4, Nay: 0, Absent: 1

32. New Business

No new business

33. Superintendent's Report

Superintendent gave his report.

34. Motion to Adjourn

Motion to adjourn at 8:12 PM. This motion, made by Cara Gerdes and seconded by Laurie Allen, passed.

Laurie Allen: Yea  
Christy Clift: Absent

Cara Gerdes: Yea  
Zack McGill: Yea  
Robyn Morse: Yea  
Yea: 4, Nay: 0, Absent: 1

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Board President

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Clerk

DRAFT



Board Room, Administration Building  
900 W Choctaw Ave  
Chickasha, Oklahoma 73018

Special Meeting of the Board of Education  
Thursday, April 29, 2021 2:00 PM Central

1. Call Meeting to Order

Non-Members: Rick Croslin Superintendent, Jennifer Stegman Asst. Superintendent/CFO, Rochelle Bowens Board Clerk, Kelly Hair Deputy Minutes Clerk, Pam Ladyman Executive Director of Student Services, Dan Turner Executive Director of Operations.

2. Roll Call

Attendance Taken at 2:05 PM.

Laurie Allen: Present

Christy Clift: Present

Cara Gerdes: Present

Zack McGill: Present

Robyn Morse: Present

3. Pledge of Allegiance

4. Discussion and vote to approve or not approve Pandemic stipend for all Chickasha Public Schools employees

Motion to approve Pandemic stipend for all Chickasha Public Schools employees with a change in the date of distribution from May 31, 2021 to June 15, 2021. This motion, made by Zack McGill and seconded by Cara Gerdes, passed.

Laurie Allen: Yea

Christy Clift: Yea

Cara Gerdes: Yea

Zack McGill: Yea

Robyn Morse: Yea

Yea: 5, Nay: 0

5. Proposed Executive Session to Discuss:

5.a. Evaluation and employment of the Superintendent Executive Session Authority: Okla. Stat. Tit. 25, 307 (B)(1)

6. Motion and vote to convene or not convene into executive session.

Board entered into executive session at 2:14 PM

Motion to convene into Executive Session. This motion, made by Christy Clift and seconded by Laurie Allen, passed.

Laurie Allen: Yea

Christy Clift: Yea

Cara Gerdes: Yea

Zack McGill: Yea

Robyn Morse: Yea

Yea: 5, Nay: 0

7. Acknowledge return to open session and executive session compliance statement  
Board returned from executive session at 4:00PM

8. Motion to Adjourn

Motion to adjourn at 4:02PM. This motion, made by Zack McGill and seconded by Laurie Allen, passed.

Laurie Allen: Yea

Christy Clift: Yea

Cara Gerdes: Yea

Zack McGill: Yea

Robyn Morse: Yea

Yea: 5, Nay: 0

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Clerk

DRAFT

**Revenues:**

Table 4 provides General Fund receipts by month for FY18, FY19, FY20 and through April of FY21. Receipts include funding from State, Local, and Federal Sources.

**Table 4: Receipts by Month**

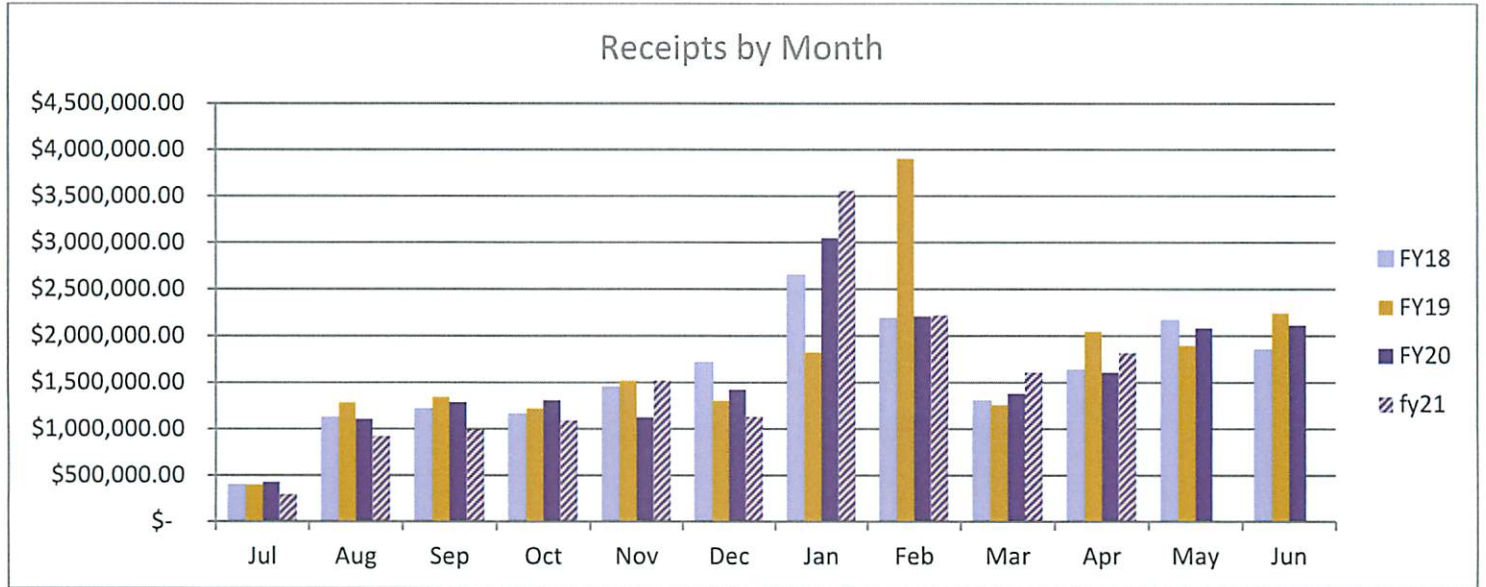
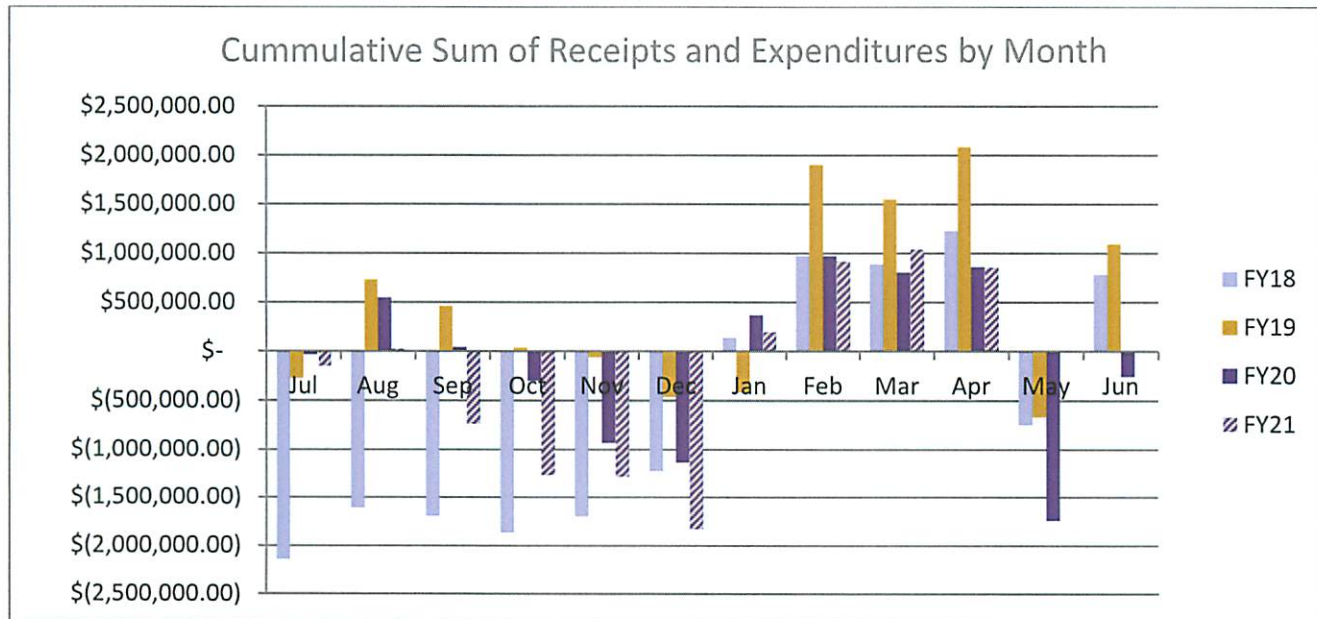


Table 5 outlines General Fund revenues and expenses by month for FY18, FY19, FY20, and through April of FY21. The values represent the cumulative sum of revenues and expenses by month. Revenues reflect collections in the designated month and year and do not include fund balances brought forward from prior years. The information provides cash flow trends and can help guide the district to project the necessary cash fund balances.

**Table 5: Cumulative Sum of Receipts and Expenditures by Month**



## Gross Production and Ad-valorem Trend Data

Tables 6 – 10 represent ad-valorem and gross production revenues collected by the district by month and year. These collections are the majority of our local and intermediate sources of revenue and represent approximately 24% of all new revenues for the district. Most of the ad-valorem funds are collected between January and May while gross production funds are collected throughout the year. The District's ad-valorem revenues have increased since fiscal year 2015-2016. However, Gross production was highest in fiscal year 2018-2019 and has decreased over the past two years. Current Year (FY 2021) revenues to date are higher than FY 2016 and FY 2017 but lower than FY2018, FY2019, and FY2020. The trend data for Gross production revenues reflects an up and down collection across the years and is one of the most variable funding sources for the district.

Table 6 Cumulative Ad-valorem Revenues by Year and Month

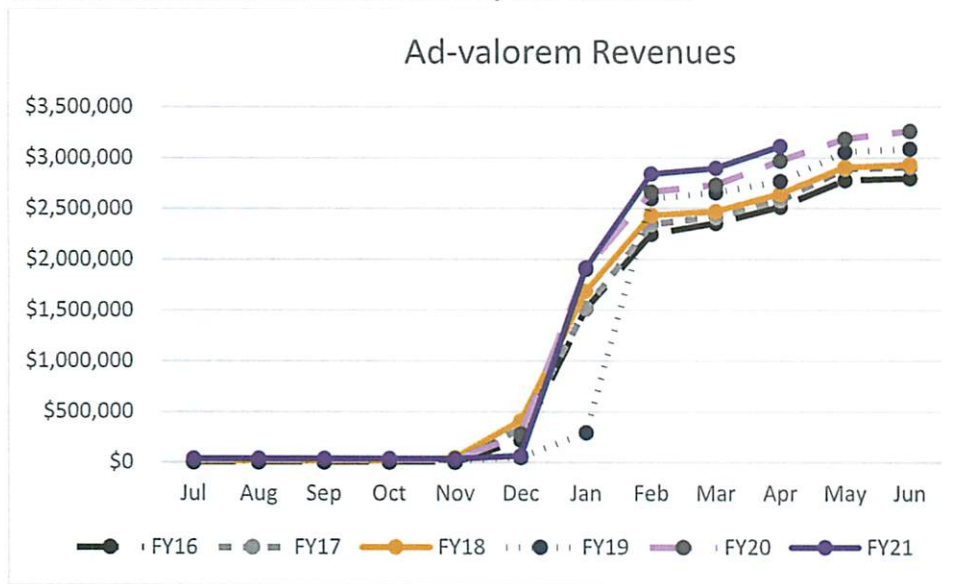


Table 7 General Fund Ad-valorem Data

### Ad-valorem - General Fund

Month	FY16	FY17	FY18	FY19	FY20	FY21
Jul	\$0	\$17,050	\$16,048	\$14,102	\$21,561	\$35,185
Aug	\$0	\$0	\$0	\$0	\$0	0
Sep	\$0	\$0	\$0	\$0	\$0	0
Oct	\$0	\$0	\$0	\$0	\$0	0
Nov	\$0	\$10,098	\$25,335	\$0	\$0	0
Dec	\$217,859	\$299,399	\$366,975	\$33,109	\$253,488	\$29,148
Jan	\$1,297,766	\$1,191,288	\$1,276,711	\$242,431	\$1,629,753	\$1,850,148
Feb	\$728,789	\$824,573	\$746,706	\$2,306,069	\$758,763	\$925,623
Mar	\$106,812	\$71,635	\$37,928	\$59,457	\$66,992	\$56,981
Apr	\$163,640	\$167,179	\$174,721	\$110,987	\$238,679	\$212,968
May	\$260,899	\$309,173	\$262,478	\$287,476	\$213,930	
Jun	\$18,631	\$18,950	\$23,163	\$31,664	\$76,500	
<b>FY Total</b>	<b>\$2,794,395</b>	<b>\$2,909,346</b>	<b>\$2,930,064</b>	<b>\$3,085,296</b>	<b>\$3,259,666</b>	<b>\$3,110,053</b>

Table 8 Gross Production Cumulative Revenue Collections by Month and Year

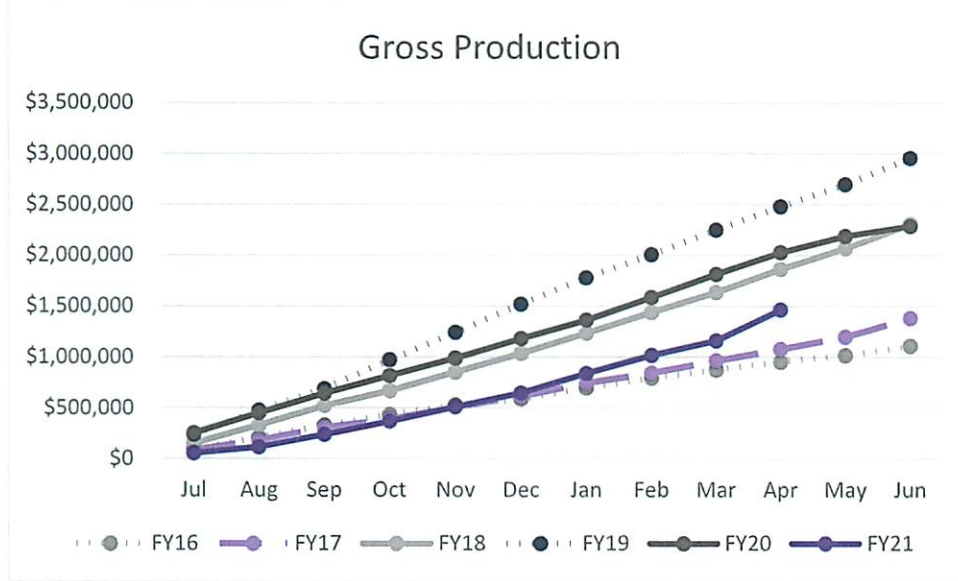
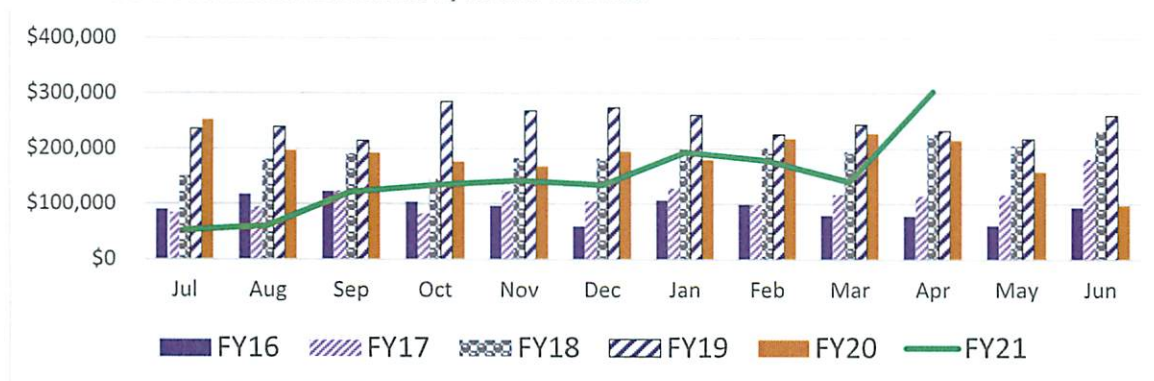


Table 9 General Fund Gross Production Data

**Gross Production - General Fund**

Month	FY16	FY17	FY18	FY19	FY20	FY21
Jul	\$90,083	\$84,745	\$150,829	\$235,366	\$252,701	\$52,999
Aug	\$117,283	\$95,083	\$181,437	\$239,294	\$197,165	\$61,000
Sep	\$122,772	\$124,176	\$191,452	\$214,433	\$192,667	\$122,173
Oct	\$103,888	\$83,039	\$145,662	\$284,914	\$176,541	\$134,017
Nov	\$95,971	\$123,717	\$183,443	\$268,164	\$167,948	\$141,738
Dec	\$59,776	\$105,633	\$183,042	\$273,657	\$195,499	\$134,162
Jan	\$106,733	\$128,915	\$199,573	\$260,831	\$180,352	\$193,130
Feb	\$99,112	\$99,186	\$202,535	\$225,607	\$219,104	\$178,618
Mar	\$79,764	\$117,764	\$195,829	\$243,506	\$228,294	\$140,201
Apr	\$78,699	\$115,800	\$227,493	\$232,368	\$216,446	\$303,153
May	\$61,494	\$118,004	\$206,525	\$217,474	\$158,730	
Jun	\$94,162	\$183,904	\$234,428	\$259,431	\$98,049	
<b>FY Total</b>	<b>\$1,109,739</b>	<b>\$1,379,966</b>	<b>\$2,302,247</b>	<b>\$2,955,046</b>	<b>\$2,283,496</b>	<b>\$1,461,191</b>

Table 10 Gross Production Collections by Month and Year



### Motor Vehicle Tax and County 4 Mill Revenue Trend Data

The Motor Vehicle Tax is one of our State Sources of Revenue. State sources of revenue represent approximately 55% of the district's total revenue. The Motor Vehicle Tax is approximately 10% of all the State revenue sources. The current year collections for the Motor Vehicle Tax are down from the past 4 years. Table 11 provides the differences of cumulative revenues from current year (FY2021) and previous years. This comparison reflects the differences in revenues from prior years at each month throughout the year. Revenues collected through April of FY2021 are down by \$158,778 from revenues collected through April of FY2020. Table 12 provides the cumulative revenues for the Motor Vehicle Tax by month and year. The County 4 Mill revenue collections are part of the Intermediate revenues. These revenues are slightly up from previous years. Table 13 provides the cumulative revenue collections for the past 5 years.

Table 11 Comparison Differences in FY2021 and Previous Years

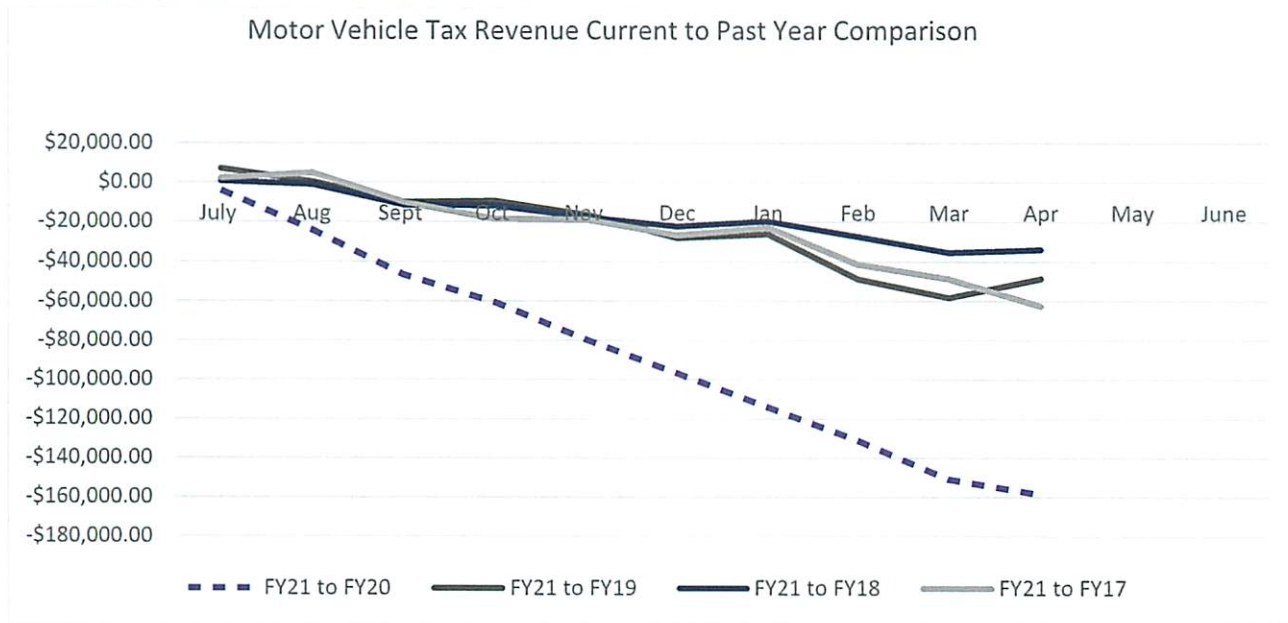


Table 12: Motor Vehicle Cumulative Collections by Year and Month

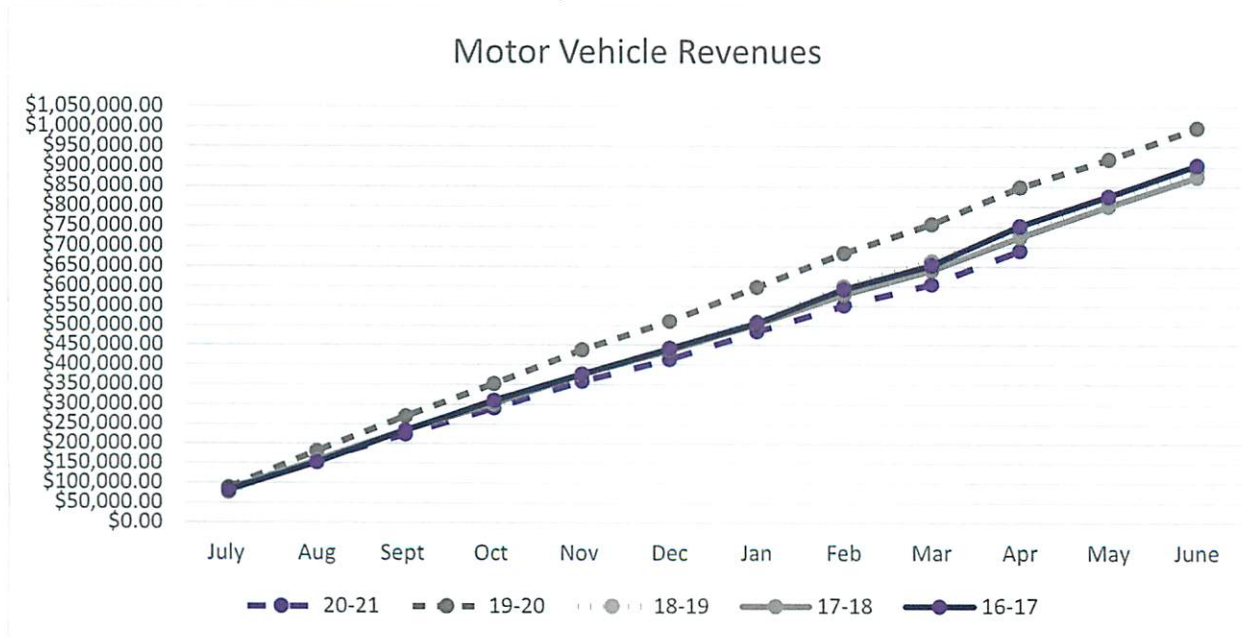
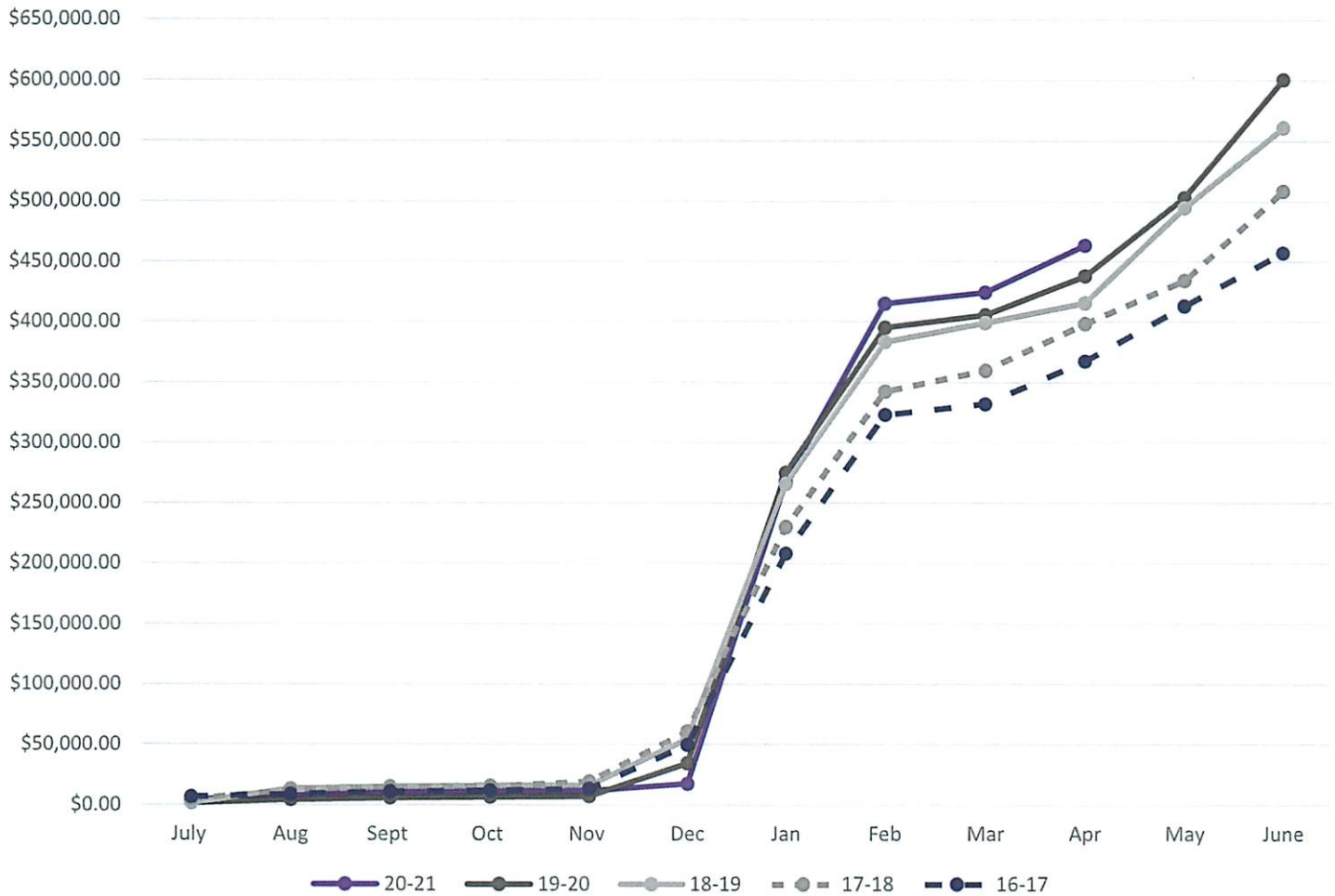


Table 13: County 4 Mill Cumulative Revenues by Year and Month

## County 4 Mill Revenues



## Chickasha Public Schools

### Revenue/Expenditure Summary

Options: Fund: 61, Date Range: 7/1/2020 - 4/30/2021

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
<b>Project - 000 NON-CATEGORICAL EXP</b>							
000 UNDISTRIBUTED EXP	\$0.00	\$211,163.70	\$0.00	\$0.00	\$211,163.70	\$0.00	\$211,163.70
900 NON ATHLETIC PROG	\$0.00	\$0.00	\$0.00	\$211,163.70	(\$211,163.70)	\$0.00	(\$211,163.70)
<b>Total Project - 000 NON-CATEGORICAL EXP</b>	<b>\$0.00</b>	<b>\$211,163.70</b>	<b>\$0.00</b>	<b>\$211,163.70</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Project - 001 Activity Offices</b>							
901 Bill Wallace Office	\$0.00	\$8,254.13	\$8,914.68	\$6,353.83	\$10,814.98	\$412.14	\$10,402.84
910 Grand Office	\$0.00	\$4,001.63	\$30,390.54	\$3,773.22	\$30,618.95	\$1,432.80	\$29,186.15
920 Lincoln Office	\$0.00	\$1,328.47	\$7,615.09	\$2,562.19	\$6,381.37	\$0.00	\$6,381.37
930 Middle School Office	\$0.00	\$5,364.58	\$8,237.29	\$5,746.89	\$7,854.98	\$319.08	\$7,535.90
931 Middle School Media Center	\$0.00	\$55.00	\$0.00	\$0.00	\$55.00	\$0.00	\$55.00
938 Middle School Honor Society	\$0.00	\$120.80	\$0.00	\$0.00	\$120.80	\$0.00	\$120.80
950 High School Office	\$0.00	\$1,995.38	\$4,916.14	\$2,214.29	\$4,697.23	\$79.89	\$4,617.34
970 ABE	\$0.00	\$4,047.00	\$317.84	\$3,486.07	\$878.77	\$257.86	\$620.91
971 ABE	\$0.00	\$1,280.00	\$725.69	\$199.83	\$1,805.86	\$0.00	\$1,805.86
980 Facilities	\$0.00	\$171.79	\$253.57	\$203.60	\$221.76	\$0.00	\$221.76
990 CPS Administration	\$0.00	\$770.61	\$7,484.65	\$4,074.36	\$4,180.90	\$258.45	\$3,922.45
991 CPS Nurse	\$0.00	\$0.00	\$232.71	\$0.00	\$232.71	\$0.00	\$232.71
993 Textbook/Equipment	\$0.00	\$1,045.00	\$0.00	\$0.00	\$1,045.00	\$0.00	\$1,045.00
<b>Total Project - 001 Activity Offices</b>	<b>\$0.00</b>	<b>\$28,434.39</b>	<b>\$69,088.20</b>	<b>\$28,614.28</b>	<b>\$68,908.31</b>	<b>\$2,760.22</b>	<b>\$66,148.09</b>
<b>Project - 002 Activity Media Centers</b>							
902 Bill Wallace Media Center	\$0.00	\$87.00	\$1,201.88	\$0.00	\$1,288.88	\$0.00	\$1,288.88
911 Grand Media Center	\$0.00	\$30.00	\$326.84	\$0.00	\$356.84	\$0.00	\$356.84
921 Lincoln Media Center	\$0.00	\$0.00	\$198.69	\$0.00	\$198.69	\$0.00	\$198.69
931 Middle School Media Center	\$0.00	\$1,360.69	\$2,269.27	\$863.14	\$2,766.82	\$0.00	\$2,766.82
<b>Total Project - 002 Activity Media Centers</b>	<b>\$0.00</b>	<b>\$1,477.69</b>	<b>\$3,996.68</b>	<b>\$863.14</b>	<b>\$4,611.23</b>	<b>\$0.00</b>	<b>\$4,611.23</b>
<b>Project - 005 Activity Clubs</b>							
912 Elementary Robotics	\$0.00	\$0.00	\$1,192.27	\$286.12	\$906.15	\$0.00	\$906.15
913 Grand Spirit Squad	\$0.00	\$2,737.50	\$6,694.96	\$2,905.39	\$6,527.07	\$0.00	\$6,527.07
914 Grand School Store	\$0.00	\$0.00	\$50.00	\$0.00	\$50.00	\$0.00	\$50.00
915 Robotics	\$0.00	\$7,350.00	\$24,507.75	\$2,311.27	\$29,546.48	\$0.00	\$29,546.48
922 Lincoln Clubs	\$0.00	\$101.00	\$2,057.68	\$583.00	\$1,575.68	\$0.00	\$1,575.68
933 Middle School Science	\$0.00	\$0.00	\$469.16	\$77.62	\$391.54	\$0.00	\$391.54
934 Middle School Enrichment	\$0.00	\$0.00	\$268.85	\$55.96	\$212.89	\$0.00	\$212.89
935 Middle School F.C.C.L.A.	\$0.00	\$140.00	\$289.91	\$27.98	\$401.93	\$0.00	\$401.93
936 Middle School Academic Programs	\$0.00	\$0.00	\$201.62	\$135.00	\$66.62	\$0.00	\$66.62
938 Middle School Honor Society	\$0.00	\$1,071.80	\$1,154.66	\$725.25	\$1,501.21	\$0.00	\$1,501.21
939 Middle School Indus. Arts-AT/AE	\$0.00	\$0.00	\$2,334.62	\$0.00	\$2,334.62	\$0.00	\$2,334.62
941 Middle School Council	\$0.00	\$0.00	\$1,333.39	\$0.00	\$1,333.39	\$0.00	\$1,333.39
942 Middle School Vocal Music	\$0.00	\$0.00	\$141.77	\$0.00	\$141.77	\$0.00	\$141.77
957 High School Key Club	\$0.00	\$0.00	\$387.03	\$0.00	\$387.03	\$0.00	\$387.03
958 High School Jr Optimist Club	\$0.00	\$475.88	\$1,985.76	\$635.61	\$1,826.03	\$75.41	\$1,750.62
959 High School National Honor	\$0.00	\$1,000.00	\$274.65	\$713.53	\$561.12	\$450.71	\$110.41
960 High School Academic Club	\$0.00	\$0.00	\$429.90	\$348.89	\$81.01	\$0.00	\$81.01
961 High Special Olympics	\$0.00	\$0.00	\$6,290.54	\$102.59	\$6,187.95	\$0.00	\$6,187.95
962 High School Student Council	\$0.00	\$0.00	\$269.30	\$0.00	\$269.30	\$0.00	\$269.30
963 JOM	\$0.00	\$5,868.00	\$8,533.47	\$1,516.29	\$12,885.18	\$0.00	\$12,885.18
<b>Total Project - 005 Activity Clubs</b>	<b>\$0.00</b>	<b>\$18,744.18</b>	<b>\$58,867.29</b>	<b>\$10,424.50</b>	<b>\$67,186.97</b>	<b>\$526.12</b>	<b>\$66,660.85</b>
<b>Project - 007 Activity FFA/Horticulture</b>							
964 High School F.F.A./Horticulture	\$0.00	\$76,443.80	\$8,879.72	\$68,872.23	\$16,451.29	\$886.51	\$15,564.78
<b>Total Project - 007 Activity FFA/Horticulture</b>	<b>\$0.00</b>	<b>\$76,443.80</b>	<b>\$8,879.72</b>	<b>\$68,872.23</b>	<b>\$16,451.29</b>	<b>\$886.51</b>	<b>\$15,564.78</b>
<b>Project - 008 Activity Daycare</b>							
903 Bill Wallace Daycare	\$0.00	\$36,545.00	\$22,329.74	\$34,004.17	\$24,870.57	\$780.00	\$24,090.57
916 Grand Daycare	\$0.00	\$4,355.00	\$14,947.26	\$7,396.76	\$11,905.50	\$0.00	\$11,905.50
<b>Total Project - 008 Activity Daycare</b>	<b>\$0.00</b>	<b>\$40,900.00</b>	<b>\$37,277.00</b>	<b>\$41,400.93</b>	<b>\$36,776.07</b>	<b>\$780.00</b>	<b>\$35,996.07</b>
<b>Project - 009 Activity Electives</b>							
951 High School Art	\$0.00	\$794.00	\$2,828.89	\$2,770.76	\$852.13	\$66.86	\$785.27
952 High School Band	\$0.00	\$13,721.25	\$16,255.17	\$10,497.54	\$19,478.88	\$0.00	\$19,478.88

## Chickasha Public Schools

### Revenue/Expenditure Summary

Options: Fund: 61, Date Range: 7/1/2020 - 4/30/2021

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
Project - 009 Activity Electives							
953 High School Yearbook	\$0.00	\$4,224.00	\$7,289.38	\$5,432.14	\$6,081.24	\$5,486.00	\$595.24
954 High School Drama	\$0.00	\$200.00	\$766.73	\$0.00	\$966.73	\$0.00	\$966.73
955 High School Library	\$0.00	\$0.00	\$568.51	\$0.00	\$568.51	\$0.00	\$568.51
956 High School Vocal Music	\$0.00	\$9,182.94	\$1,471.22	\$1,271.42	\$9,382.74	\$0.00	\$9,382.74
964 High School F.F.A/Horticulture	\$0.00	\$2,138.00	\$0.00	\$0.00	\$2,138.00	\$0.00	\$2,138.00
<b>Total Project - 009 Activity Electives</b>	<b>\$0.00</b>	<b>\$30,260.19</b>	<b>\$29,179.90</b>	<b>\$19,971.86</b>	<b>\$39,468.23</b>	<b>\$5,552.86</b>	<b>\$33,915.37</b>
Project - 010 Activity Classes							
965 High School Classes	\$0.00	\$6,495.00	\$3,874.91	\$1,431.00	\$8,938.91	\$26.00	\$8,912.91
<b>Total Project - 010 Activity Classes</b>	<b>\$0.00</b>	<b>\$6,495.00</b>	<b>\$3,874.91</b>	<b>\$1,431.00</b>	<b>\$8,938.91</b>	<b>\$26.00</b>	<b>\$8,912.91</b>
<b>Total</b>	<b>\$0.00</b>	<b>\$413,918.95</b>	<b>\$211,163.70</b>	<b>\$382,741.64</b>	<b>\$242,341.01</b>	<b>\$10,531.71</b>	<b>\$231,809.30</b>

## Chickasha Public Schools

### Revenue/Expenditure Summary

Options: Fund: 62, Date Range: 7/1/2020 - 4/30/2021

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
Project - 003 Athletics							
000 UNDISTRIBUTED EXP	\$0.00	\$69,960.76	\$0.00	\$16,655.90	\$53,304.86	\$0.00	\$53,304.86
800 ATH PROG-COMPETITIVE	\$0.00	\$0.00	\$0.00	\$69,110.76	(\$69,110.76)	\$0.00	(\$69,110.76)
801 Athletic Misc.	\$0.00	\$4.25	\$873.94	\$0.00	\$878.19	\$0.00	\$878.19
802 Archery	\$0.00	\$0.00	\$1,941.81	\$0.00	\$1,941.81	\$0.00	\$1,941.81
803 Baseball	\$0.00	\$5,797.10	\$1,432.24	\$6,676.08	\$553.26	\$0.00	\$553.26
804 Basketball-Boys	\$0.00	\$2,718.50	\$1,960.23	\$3,752.59	\$926.14	\$0.00	\$926.14
805 Basketball-Girls	\$0.00	\$6,964.23	\$6,478.28	\$7,755.24	\$5,687.27	\$0.00	\$5,687.27
806 Cheer	\$0.00	\$7,817.22	\$4.00	\$7,113.86	\$707.36	\$0.00	\$707.36
807 Concession	\$0.00	\$60,920.10	\$8,773.98	\$48,651.91	\$21,042.17	\$0.00	\$21,042.17
808 Cross Country-Boys	\$0.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00
809 Cross Country-Girls	\$0.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00
810 Football	\$0.00	\$22,322.63	\$6,943.95	\$13,508.26	\$15,758.32	\$0.00	\$15,758.32
815 Gate	\$0.00	\$213,367.93	\$19,906.20	\$188,416.39	\$44,857.74	\$0.00	\$44,857.74
816 Golf Boys	\$0.00	\$1,000.00	\$1,039.36	\$560.73	\$1,478.63	\$0.00	\$1,478.63
817 Golf Girls	\$0.00	\$1,000.00	\$627.20	\$0.00	\$1,627.20	\$0.00	\$1,627.20
818 Pom	\$0.00	\$1,309.02	\$2,711.05	\$3,572.47	\$447.60	\$0.00	\$447.60
819 Powerlifting	\$0.00	\$0.00	\$642.47	\$0.00	\$642.47	\$0.00	\$642.47
820 Softball	\$0.00	\$6,478.94	\$2,488.22	\$7,862.30	\$1,104.86	\$0.00	\$1,104.86
821 Soccer-Boys	\$0.00	\$148.63	\$1,199.28	\$857.04	\$490.87	\$0.00	\$490.87
822 Soccer-Girls	\$0.00	\$7,714.19	\$1,631.29	\$8,609.64	\$735.84	\$0.00	\$735.84
824 Swim-Girls	\$0.00	\$911.03	\$0.00	\$642.86	\$268.17	\$0.00	\$268.17
825 Tennis-Boys	\$0.00	\$165.83	\$854.89	\$0.00	\$1,020.72	\$0.00	\$1,020.72
826 Tennis-Girls	\$0.00	\$0.00	\$711.89	\$0.00	\$711.89	\$0.00	\$711.89
827 Track-Boys	\$0.00	\$0.00	\$763.48	\$0.00	\$763.48	\$0.00	\$763.48
828 Track-Girls	\$0.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00
829 Volleyball	\$0.00	\$0.00	\$3,627.00	\$352.00	\$3,275.00	\$0.00	\$3,275.00
830 Wrestling	\$0.00	\$3,060.00	\$0.00	\$2,688.00	\$372.00	\$0.00	\$372.00
<b>Total Project - 003 Athletics</b>	<b>\$0.00</b>	<b>\$411,660.36</b>	<b>\$69,110.76</b>	<b>\$386,786.03</b>	<b>\$93,985.09</b>	<b>\$0.00</b>	<b>\$93,985.09</b>
<b>Total</b>	<b>\$0.00</b>	<b>\$411,660.36</b>	<b>\$69,110.76</b>	<b>\$386,786.03</b>	<b>\$93,985.09</b>	<b>\$0.00</b>	<b>\$93,985.09</b>

# Financial Update to Board

To: Members of the Board of Education  
 From: Jennifer Stegman  
 Date: May 10, 2021

## Expenditures:

Chickasha's General Fund expenditures for the last three fiscal years (FY) and through April of the current fiscal year are presented in tables 1 and 2. Table 1 outlines salary and benefit expenses by month for all Chickasha Public School employees. Table 2 outlines General Fund total expenses (both salary and operational) by month. May expenses include payroll for teachers in July, and August.

Table 1: Payroll Expenses

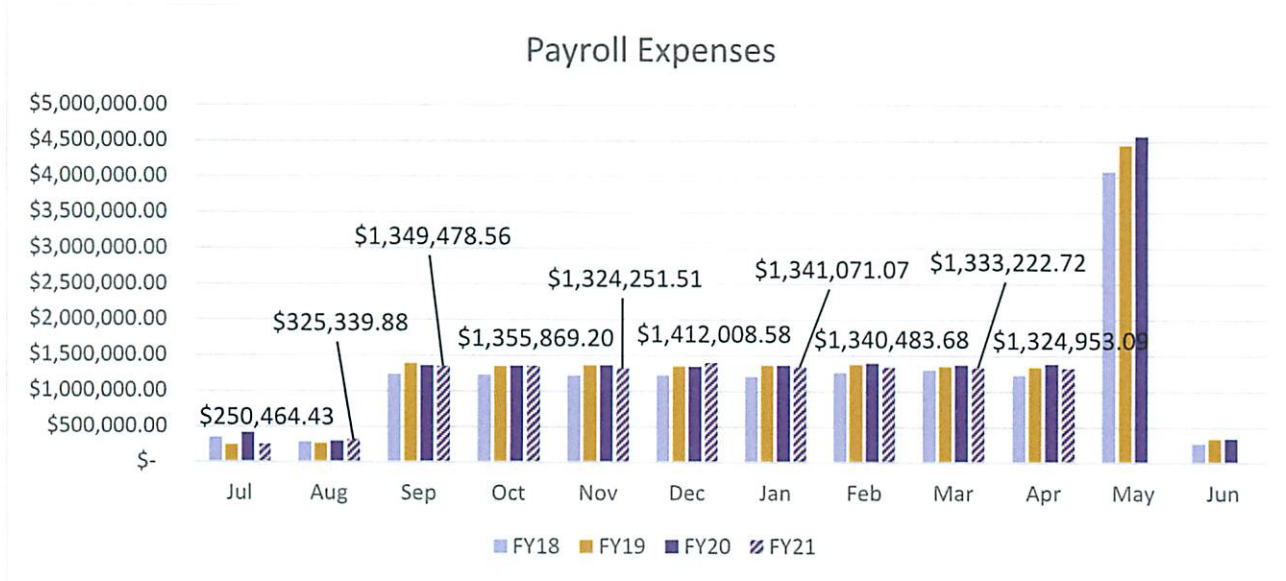
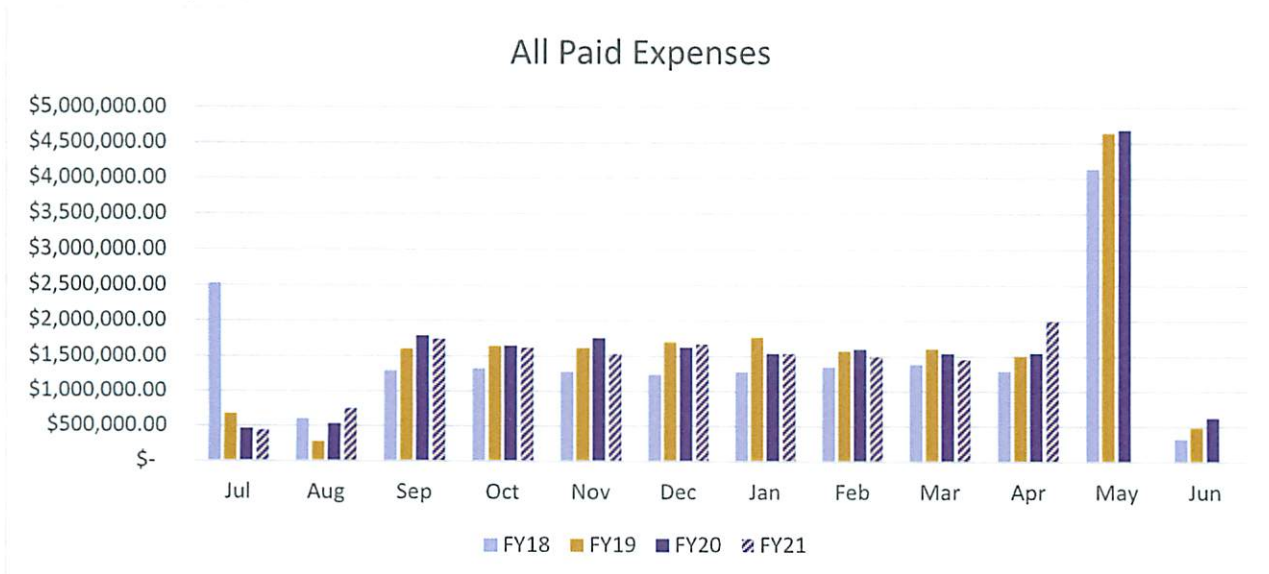


Table 2: Total Expense



## Chickasha Public Schools

### Budget Analysis

**Options:** Year: 2020-2021, Date Range: 7/1/2020 - 4/30/2021, Print Detail: False

<b>Classification</b>	<b>Appropriation</b>	<b>Encumbered</b>	<b>Paid</b>	<b>Encumbered Balance</b>	<b>Unencumbered Balance</b>	<b>% Enc Budget</b>
<b>2020-2021</b>						
11 GEN FUND-FOR OP	19,949,506.95	19,899,239.95	14,421,814.01	5,477,425.94	50,267.00	99.75%
21 Building	2,743,243.40	2,605,337.79	2,452,433.86	152,903.93	137,905.61	94.97%
31 2020 Bond Fund	5,015,000.00	4,970,564.13	4,969,064.13	1,500.00	44,435.87	99.11%
32 2021 Bond Fund	2,700,000.00	521,306.28	1,500.00	519,806.28	2,178,693.72	19.31%
41 Sinking	5,208,600.00	2,610,200.00	2,610,200.00	0.00	2,598,400.00	50.11%
60 BJ Clack Scholarships	0.00	25,991.38	25,991.38	0.00	-25,991.38	100.00%
61 ACTIVITY FUND	0.00	393,273.35	382,741.64	10,531.71	-393,273.35	100.00%
62 ATHLETIC FUND	0.00	386,786.03	386,786.03	0.00	-386,786.03	100.00%
81 GIFT FUND	21,955.00	6,302.60	4,751.08	1,551.52	15,652.40	28.71%
<b>Total 2020-2021</b>	<b>\$35,638,305.35</b>	<b>\$31,419,001.51</b>	<b>\$25,255,282.13</b>	<b>\$6,163,719.38</b>	<b>\$4,219,303.84</b>	<b>88.16 %</b>
<b>Report Total</b>	<b>\$35,638,305.35</b>	<b>\$31,419,001.51</b>	<b>\$25,255,282.13</b>	<b>\$6,163,719.38</b>	<b>\$4,219,303.84</b>	<b>88.16 %</b>

**Date Range:** 7/1/2020 - 4/30/2021

**Classification Bolding:** N/A

**Print Detail:** No

<b>Dimension</b>	<b>Group Order</b>	<b>Total</b>	<b>Bold</b>	<b>Filter</b>
Fiscal Year	1	Yes	No	2021
Fund	2	No	No	
Project	N/A	N/A	N/A	
Function	N/A	N/A	N/A	
Object	N/A	N/A	N/A	
Program	N/A	N/A	N/A	
Subject	N/A	N/A	N/A	
JobClass	N/A	N/A	N/A	
Unit	N/A	N/A	N/A	

# Chickasha Public Schools

## Revenue Analysis

Options: Type of Revenue: Estimated, As Of Date: 4/30/2021

	Estimated Revenue	Revenue Collected	Revenue Receivable	Unappropriated Receipts	% Rev Collected	Current Month
Fund - 11 GEN FUND-FOR OP						
Series - 1000						
Source - 1110 AD VALOREM TAX LEVY (CURRENT)	\$3,466,240.87	\$3,110,053.06	\$356,187.81	\$0.00	89.72%	\$212,967.79
Source - 1120 AD VALOREM TAX LEVY (PR.YRS)	\$0.00	\$137,378.57	\$0.00	\$137,378.57	N/A	\$3,729.20
Source - 1130 REVENUE IN LIEU OF TAXES	\$0.00	\$42.50	\$0.00	\$42.50	N/A	\$0.00
Source - 1190 OTHER TAXES	\$0.00	\$523.40	\$0.00	\$523.40	N/A	\$0.00
Source - 1214 GED TESTING FEES	\$0.00	\$11,144.81	\$0.00	\$11,144.81	N/A	\$195.00
Source - 1310 INTEREST EARNINGS	\$10,400.00	\$9,569.87	\$830.13	\$0.00	92.02%	\$1,642.20
Source - 1350 INTEREST ON TAXES	\$0.00	\$244.81	\$0.00	\$244.81	N/A	\$4.59
Source - 1410 RENTAL OF SCHOOL FACILITIES	\$0.00	\$13,400.00	\$0.00	\$13,400.00	N/A	\$0.00
Source - 1430 SALES OF BUILD/REAL ESTATE	\$0.00	\$229,789.00	\$0.00	\$229,789.00	N/A	\$0.00
Source - 1440 SALES OF EQUIP,SERV,& MATERIAL	\$0.00	\$9,776.50	\$0.00	\$9,776.50	N/A	\$0.00
Source - 1460 COMMISSIONS	\$0.00	\$43.76	\$0.00	\$43.76	N/A	\$0.00
Source - 1510 INSURANCE LOSS RECOVERIES	\$0.00	\$1,496.00	\$0.00	\$1,496.00	N/A	\$0.00
Source - 1530 DAMAGES TO SCHOOL PROPERTY	\$0.00	\$325.00	\$0.00	\$325.00	N/A	\$0.00
Source - 1540 LOST TEXTBOOKS	\$0.00	\$22.00	\$0.00	\$22.00	N/A	\$0.00
Source - 1580 SCHOOL-SPON.ACTIVITY TRAN.FEES	\$0.00	\$1,378.13	\$0.00	\$1,378.13	N/A	\$459.37
Source - 1590 MISCELLANEOUS REIMBURSEMENTS	\$0.00	\$37,324.05	\$0.00	\$37,324.05	N/A	\$1,450.20
Source - 1610 CONTRIBUTIONS/DONATIONS-PRIV.	\$0.00	\$28,750.52	\$0.00	\$28,750.52	N/A	\$3,375.00
Source - 1630 INSURANCE PREMIUM	\$0.00	\$544.55	\$0.00	\$544.55	N/A	\$0.00
Source - 1660 MINERAL ROYALTIES/LEASE REV.	\$0.00	\$34.99	\$0.00	\$34.99	N/A	\$0.00
Source - 1680 REFUND PRIOR YR EXPENDITURES	\$0.00	\$2,818.59	\$0.00	\$2,818.59	N/A	\$0.00
Source - 1690 MISC. REV. FROM DIST.SOURCE	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$0.00
Source - 1720 ALA CARTE FOODS/BEVERAGES	\$0.00	\$23,846.89	\$0.00	\$23,846.89	N/A	\$4,429.45
Source - 1730 ADULT LUNCHES/BREAKFASTS	\$0.00	\$648.35	\$0.00	\$648.35	N/A	\$187.25
Source - 1760 CONTRACT LUNCHES, BREAK., MILK	\$0.00	\$56,883.00	\$0.00	\$56,883.00	N/A	\$12,663.00
Source - 1790 OTHER DIST.REVENUE (CHILD NUT)	\$0.00	\$126.00	\$0.00	\$126.00	N/A	\$0.00
<b>Series - 1000 Total</b>	<b>\$3,476,640.87</b>	<b>\$3,676,164.35</b>	<b>\$357,017.94</b>	<b>\$556,541.42</b>	<b>105.74%</b>	<b>\$241,103.05</b>
Series - 2000						
Source - 2100 COUNTY 4 MILL AD VALOREM TAX	\$540,500.00	\$463,449.46	\$77,050.54	\$0.00	85.74%	\$39,389.86
Source - 2200 COUNTY APPORT. (MORTGAGE TAX)	\$69,600.00	\$114,830.29	\$0.00	\$45,230.29	164.99%	\$9,796.85
<b>Series - 2000 Total</b>	<b>\$610,100.00</b>	<b>\$578,279.75</b>	<b>\$77,050.54</b>	<b>\$45,230.29</b>	<b>94.78%</b>	<b>\$49,186.71</b>
Series - 3000						
Source - 3110 GROSS PRODUCTION TAX	\$1,141,748.36	\$1,461,226.46	\$0.00	\$319,478.10	127.98%	\$303,153.00
Source - 3120 MOTOR VEHICLE COLLECTIONS	\$823,750.00	\$689,794.27	\$133,955.73	\$0.00	83.74%	\$84,379.06
Source - 3130 RURAL ELECTRIC COOP.TAX	\$13,900.00	\$13,631.01	\$268.99	\$0.00	98.06%	\$1,288.87

## Chickasha Public Schools

## Revenue Analysis

Options: Type of Revenue: Estimated, As Of Date: 4/30/2021

	Estimated Revenue	Revenue Collected	Revenue Receivable	Unappropriated Receipts	% Rev Collected	Current Month
Source - 3140 STATE SCHOOL LAND EARNINGS	\$256,900.00	\$230,408.74	\$26,491.26	\$0.00	89.69%	\$25,523.39
Source - 3150 VEHICLE TAX STAMPS	\$0.00	\$2,359.60	\$0.00	\$2,359.60	N/A	\$106.36
Source - 3160 FARM IMPLEMENT TAX STAMP	\$0.00	\$438.22	\$0.00	\$438.22	N/A	\$0.00
Source - 3210 FOUNDATION AND SALARY INCEN.	\$5,108,750.00	\$3,834,159.06	\$1,274,590.94	\$0.00	75.05%	\$450,731.05
Source - 3250 EDUCATION FLEX.BENEFIT ALLOW.	\$1,929,095.00	\$1,563,278.86	\$365,816.14	\$0.00	81.04%	\$173,697.66
Source - 3310 ALTERNATIVE AND HIGH CHALLENGE	\$67,457.00	\$50,592.85	\$16,864.15	\$0.00	75.00%	\$0.00
Source - 3412 NATIONAL BOARD CERTIFICATION	\$0.00	\$15,000.00	\$0.00	\$15,000.00	N/A	\$0.00
Source - 3415 READING SUFFICIENCE ACT	\$0.00	\$28,606.50	\$0.00	\$28,606.50	N/A	\$0.00
Source - 3420 STATE TEXTBOOK	\$99,506.00	\$99,505.94	\$0.06	\$0.00	100.00%	\$0.00
Source - 3430 ADULT EDUCATION MATCHING	\$0.00	\$13,796.19	\$0.00	\$13,796.19	N/A	\$0.00
Source - 3620 STATE LAND REIMBURSEMENT	\$0.00	\$14.66	\$0.00	\$14.66	N/A	\$0.00
Source - 3720 STATE MATCHING	\$0.00	\$5,559.60	\$0.00	\$5,559.60	N/A	\$0.00
Source - 3811 COMP. HS VOC. SALARY REIM.	\$23,140.00	\$15,230.00	\$7,910.00	\$0.00	65.82%	\$0.00
Source - 3812 VOC. PROG. INCENTIVE ASSIST.	\$36,262.00	\$27,189.00	\$9,073.00	\$0.00	74.98%	\$0.00
<b>Series - 3000 Total</b>	<b>\$9,500,508.36</b>	<b>\$8,050,790.96</b>	<b>\$1,834,970.27</b>	<b>\$385,252.87</b>	<b>84.74%</b>	<b>\$1,038,879.39</b>
Series - 4000						
Source - 4140 Title VI Indian, Hawaiian, & Alaska	\$61,295.00	\$37,789.41	\$23,505.59	\$0.00	61.65%	\$5,398.48
Source - 4210 TITLE I-BASIC PROGRAM	\$1,095,548.00	\$556,059.32	\$539,488.68	\$0.00	50.76%	\$224,331.38
Source - 4271 TITLE II - PART A, RECRUITING	\$147,166.00	\$103,997.91	\$43,168.09	\$0.00	70.67%	\$7,432.77
Source - 4281 TITLE III, PART A, ENGLISH LAN	\$5,212.00	\$0.00	\$5,212.00	\$0.00	0.00%	\$0.00
Source - 4310 INDIV.WITH DISABIL.IDEA -B	\$478,040.00	\$287,325.62	\$190,714.38	\$0.00	60.10%	\$36,642.09
Source - 4340 PRESCHOOL AGES 3-5 IDEA-B	\$11,884.00	\$6,834.64	\$5,049.36	\$0.00	57.51%	\$975.98
Source - 4440 .	\$56,232.00	\$0.00	\$56,232.00	\$0.00	0.00%	\$0.00
Source - 4442 Student Support and Academic	\$0.00	\$47,627.57	\$0.00	\$47,627.57	N/A	\$1,436.88
Source - 4470 TITLE VI PART B	\$41,843.00	\$42,121.92	\$0.00	\$278.92	100.67%	\$0.00
Source - 4480 Title IX-Education for the Homeless	\$0.00	\$22,745.47	\$0.00	\$22,745.47	N/A	\$11,972.56
Source - 4550 JOHNSON O'MALLEY PROGRAM	\$20,659.00	\$5,164.30	\$15,494.70	\$0.00	25.00%	\$166.80
Source - 4611 ADULT BASIC EDUCATION TIT.XIII	\$137,199.00	\$111,716.18	\$25,482.82	\$0.00	81.43%	\$28,313.34
Source - 4613 TEMP.ASSIST.FOR NEEDY FAM-TANF	\$0.00	\$53,030.00	\$0.00	\$53,030.00	N/A	\$5,250.00
Source - 4619 TANF (DEPT. OF VO-TECH ED.)	\$66,630.00	\$0.00	\$66,630.00	\$0.00	0.00%	\$0.00
Source - 4689 OTHER MISC. SOURCES OF FED.REV	\$732,290.00	\$897,744.75	\$0.00	\$165,454.75	122.59%	\$41,791.43
Source - 4710 LUNCHESES	\$400,000.00	\$366,622.58	\$33,377.42	\$0.00	91.66%	\$77,311.46
Source - 4720 BREAKFASTS	\$200,000.00	\$208,673.91	\$0.00	\$8,673.91	104.34%	\$41,320.91
Source - 4821 EQUALIZATION (CARL PERKINS)	\$14,802.00	\$12,145.49	\$2,656.51	\$0.00	82.05%	\$0.00
<b>Series - 4000 Total</b>	<b>\$3,468,800.00</b>	<b>\$2,759,599.07</b>	<b>\$1,007,011.55</b>	<b>\$297,810.62</b>	<b>79.55%</b>	<b>\$482,344.08</b>
Series - 5000						

## Chickasha Public Schools

## Revenue Analysis

Options: Type of Revenue: Estimated, As Of Date: 4/30/2021

	Estimated Revenue	Revenue Collected	Revenue Receivable	Unappropriated Receipts	% Rev Collected	Current Month
Source - 5160 ACTIVITY FUND REIMBURSEMENT	\$0.00	\$34,684.93	\$0.00	\$34,684.93	N/A	\$2,657.27
Source - 5600 CORRECTING ENTRY	\$0.00	\$85,264.38	\$0.00	\$85,264.38	N/A	\$3,299.25
<b>Series - 5000 Total</b>	<b>\$0.00</b>	<b>\$119,949.31</b>	<b>\$0.00</b>	<b>\$119,949.31</b>	<b>N/A</b>	<b>\$5,956.52</b>
Series - 6000						
Source - 6110 CASH FORWARD-SURPLUS CASH FWD.	\$2,483,457.72	\$2,483,457.72	\$0.00	\$0.00	100.00%	\$0.00
<b>Series - 6000 Total</b>	<b>\$2,483,457.72</b>	<b>\$2,483,457.72</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>100.00%</b>	<b>\$0.00</b>
Series - 9000						
Source - 9901 CLEAR PRIOR YR RECEIVABLES	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$0.00
<b>Series - 9000 Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>N/A</b>	<b>\$0.00</b>
<b>Fund - 11 GEN FUND-FOR OP Total</b>	<b>\$19,539,506.95</b>	<b>\$17,668,241.16</b>	<b>\$3,276,050.30</b>	<b>\$1,404,784.51</b>	<b>90.42%</b>	<b>\$1,817,469.75</b>
Fund - 21 Building						
Series - 1000						
Source - 1110 AD VALOREM TAX LEVY (CURRENT)	\$495,038.87	\$444,169.11	\$50,869.76	\$0.00	89.72%	\$30,415.46
Source - 1120 AD VALOREM TAX LEVY (PR.YRS)	\$0.00	\$19,620.00	\$0.00	\$19,620.00	N/A	\$532.59
Source - 1130 REVENUE IN LIEU OF TAXES	\$0.00	\$6.07	\$0.00	\$6.07	N/A	\$0.00
Source - 1510 INSURANCE LOSS RECOVERIES	\$635,000.00	\$2,000,000.00	\$0.00	\$1,365,000.00	314.96%	\$0.00
Source - 1530 DAMAGES TO SCHOOL PROPERTY	\$0.00	\$589,925.00	\$0.00	\$589,925.00	N/A	\$0.00
Source - 1590 MISCELLANEOUS REIMBURSEMENTS	\$0.00	\$917.03	\$0.00	\$917.03	N/A	\$0.00
Source - 1610 CONTRIBUTIONS/DONATIONS-PRIV.	\$0.00	\$1,260.00	\$0.00	\$1,260.00	N/A	\$0.00
<b>Series - 1000 Total</b>	<b>\$1,130,038.87</b>	<b>\$3,055,897.21</b>	<b>\$50,869.76</b>	<b>\$1,976,728.10</b>	<b>270.42%</b>	<b>\$30,948.05</b>
Series - 3000						
Source - 3160 FARM IMPLEMENT TAX STAMP	\$0.00	\$62.58	\$0.00	\$62.58	N/A	\$0.00
Source - 3620 STATE LAND REIMBURSEMENT	\$0.00	\$2.09	\$0.00	\$2.09	N/A	\$0.00
<b>Series - 3000 Total</b>	<b>\$0.00</b>	<b>\$64.67</b>	<b>\$0.00</b>	<b>\$64.67</b>	<b>N/A</b>	<b>\$0.00</b>
Series - 5000						
Source - 5600 CORRECTING ENTRY	\$0.00	\$63,510.54	\$0.00	\$63,510.54	N/A	\$0.00
<b>Series - 5000 Total</b>	<b>\$0.00</b>	<b>\$63,510.54</b>	<b>\$0.00</b>	<b>\$63,510.54</b>	<b>N/A</b>	<b>\$0.00</b>
Series - 6000						
Source - 6110 CASH FORWARD-SURPLUS CASH FWD.	\$197,679.12	\$197,679.12	\$0.00	\$0.00	100.00%	\$0.00
<b>Series - 6000 Total</b>	<b>\$197,679.12</b>	<b>\$197,679.12</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>100.00%</b>	<b>\$0.00</b>
<b>Fund - 21 Building Total</b>	<b>\$1,327,717.99</b>	<b>\$3,317,151.54</b>	<b>\$50,869.76</b>	<b>\$2,040,303.31</b>	<b>249.84%</b>	<b>\$30,948.05</b>
Fund - 30 Bond						
Series - 5000						
Source - 5112 PROCEEDS SALE ORIGINAL BONDS	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$0.00
<b>Series - 5000 Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>N/A</b>	<b>\$0.00</b>
Series - 6000						
Source - 6110 CASH FORWARD-SURPLUS CASH FWD.	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$0.00
<b>Series - 6000 Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>N/A</b>	<b>\$0.00</b>
<b>Fund - 30 Bond Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>N/A</b>	<b>\$0.00</b>
Fund - 31 2020 Bond Fund						
Series - 0000						
Source - 0000	\$5,015,000.00	\$0.00	\$5,015,000.00	\$0.00	0.00%	\$0.00
<b>Series - 0000 Total</b>	<b>\$5,015,000.00</b>	<b>\$0.00</b>	<b>\$5,015,000.00</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$0.00</b>
Series - 5000						

## Chickasha Public Schools

## Revenue Analysis

Options: Type of Revenue: Estimated, As Of Date: 4/30/2021

	Estimated Revenue	Revenue Collected	Revenue Receivable	Unappropriated Receipts	% Rev Collected	Current Month
Source - 5112 PROCEEDS SALE ORIGINAL BONDS	\$0.00	\$4,914,700.00	\$0.00	\$4,914,700.00	N/A	\$0.00
<b>Series - 5000 Total</b>	<b>\$0.00</b>	<b>\$4,914,700.00</b>	<b>\$0.00</b>	<b>\$4,914,700.00</b>	<b>N/A</b>	<b>\$0.00</b>
Series - 6000						
Source - 6110 CASH FORWARD-SURPLUS CASH FWD.	\$0.00	\$100,300.00	\$0.00	\$100,300.00	N/A	\$0.00
<b>Series - 6000 Total</b>	<b>\$0.00</b>	<b>\$100,300.00</b>	<b>\$0.00</b>	<b>\$100,300.00</b>	<b>N/A</b>	<b>\$0.00</b>
<b>Fund - 31 2020 Bond Fund Total</b>	<b>\$5,015,000.00</b>	<b>\$5,015,000.00</b>	<b>\$5,015,000.00</b>	<b>\$5,015,000.00</b>	<b>100.00%</b>	<b>\$0.00</b>
Fund - 32 2021 Bond Fund						
Series - 5000						
Source - 5112 PROCEEDS SALE ORIGINAL BONDS	\$0.00	\$2,703,805.65	\$0.00	\$2,703,805.65	N/A	\$2,649,805.65
<b>Series - 5000 Total</b>	<b>\$0.00</b>	<b>\$2,703,805.65</b>	<b>\$0.00</b>	<b>\$2,703,805.65</b>	<b>N/A</b>	<b>\$2,649,805.65</b>
<b>Fund - 32 2021 Bond Fund Total</b>	<b>\$0.00</b>	<b>\$2,703,805.65</b>	<b>\$0.00</b>	<b>\$2,703,805.65</b>	<b>N/A</b>	<b>\$2,649,805.65</b>
Fund - 41 Sinking						
Series - 1000						
Source - 1110 AD VALOREM TAX LEVY (CURRENT)	\$2,609,913.15	\$2,339,719.52	\$270,193.63	\$0.00	89.65%	\$160,350.82
Source - 1120 AD VALOREM TAX LEVY (PR.YRS)	\$0.00	\$99,441.04	\$0.00	\$99,441.04	N/A	\$2,692.79
Source - 1130 REVENUE IN LIEU OF TAXES	\$0.00	\$29.65	\$0.00	\$29.65	N/A	\$0.00
Source - 1340 ACCRUED INTEREST ON BOND SALES	\$0.00	\$3,698.10	\$0.00	\$3,698.10	N/A	\$0.00
<b>Series - 1000 Total</b>	<b>\$2,609,913.15</b>	<b>\$2,442,888.31</b>	<b>\$270,193.63</b>	<b>\$103,168.79</b>	<b>93.60%</b>	<b>\$163,043.61</b>
Series - 3000						
Source - 3160 FARM IMPLEMENT TAX STAMP	\$0.00	\$313.27	\$0.00	\$313.27	N/A	\$0.00
Source - 3620 STATE LAND REIMBURSEMENT	\$0.00	\$11.04	\$0.00	\$11.04	N/A	\$0.00
<b>Series - 3000 Total</b>	<b>\$0.00</b>	<b>\$324.31</b>	<b>\$0.00</b>	<b>\$324.31</b>	<b>N/A</b>	<b>\$0.00</b>
Series - 5000						
Source - 5111 PREMIUM ON BONDS SOLD	\$0.00	\$2,734.70	\$0.00	\$2,734.70	N/A	\$0.00
<b>Series - 5000 Total</b>	<b>\$0.00</b>	<b>\$2,734.70</b>	<b>\$0.00</b>	<b>\$2,734.70</b>	<b>N/A</b>	<b>\$0.00</b>
Series - 6000						
Source - 6110 CASH FORWARD-SURPLUS CASH FWD.	\$2,598,686.85	\$2,598,686.85	\$0.00	\$0.00	100.00%	\$0.00
<b>Series - 6000 Total</b>	<b>\$2,598,686.85</b>	<b>\$2,598,686.85</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>100.00%</b>	<b>\$0.00</b>
<b>Fund - 41 Sinking Total</b>	<b>\$5,208,600.00</b>	<b>\$5,044,634.17</b>	<b>\$270,193.63</b>	<b>\$106,227.80</b>	<b>96.85%</b>	<b>\$163,043.61</b>
Fund - 60 BJ Clack Scholarships						
Series - 1000						
Source - 1310 INTEREST EARNINGS	\$0.00	\$117.63	\$0.00	\$117.63	N/A	\$11.39
Source - 1970 STUDENT CLUBS & ORGANIZATIONS	\$0.00	\$20,000.00	\$0.00	\$20,000.00	N/A	\$0.00
<b>Series - 1000 Total</b>	<b>\$0.00</b>	<b>\$20,117.63</b>	<b>\$0.00</b>	<b>\$20,117.63</b>	<b>N/A</b>	<b>\$11.39</b>
<b>Fund - 60 BJ Clack Scholarships Total</b>	<b>\$0.00</b>	<b>\$20,117.63</b>	<b>\$0.00</b>	<b>\$20,117.63</b>	<b>N/A</b>	<b>\$11.39</b>
Fund - 61 ACTIVITY FUND						
Series - 1000						
Source - 1214 GED TESTING FEES	\$0.00	\$4,625.00	\$0.00	\$4,625.00	N/A	\$42.50
Source - 1260 EXTENDED SCHOOL CARE	\$0.00	\$39,224.00	\$0.00	\$39,224.00	N/A	\$3,425.00
Source - 1310 INTEREST EARNINGS	\$0.00	\$549.14	\$0.00	\$549.14	N/A	\$0.00
Source - 1440 SALES OF EQUIP,SERV,& MATERIAL	\$0.00	\$136.00	\$0.00	\$136.00	N/A	\$0.00
Source - 1460 COMMISSIONS	\$0.00	\$1,476.26	\$0.00	\$1,476.26	N/A	\$33.22
Source - 1530 DAMAGES TO SCHOOL PROPERTY	\$0.00	\$920.00	\$0.00	\$920.00	N/A	\$140.00
Source - 1540 LOST TEXTBOOKS	\$0.00	\$89.00	\$0.00	\$89.00	N/A	\$30.00

## Chickasha Public Schools Revenue Analysis

Options: Type of Revenue: Estimated, As Of Date: 4/30/2021

	Estimated Revenue	Revenue Collected	Revenue Receivable	Unappropriated Receipts	% Rev Collected	Current Month
Source - 1590 MISCELLANEOUS REIMBURSEMENTS	\$0.00	\$1,150.00	\$0.00	\$1,150.00	N/A	\$0.00
Source - 1610 CONTRIBUTIONS/DONATIONS-PRIV.	\$0.00	\$20,597.53	\$0.00	\$20,597.53	N/A	\$690.47
Source - 1690 MISC. REV. FROM DIST.SOURCE	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$0.00
Source - 1720 ALA CARTE FOODS/BEVERAGES	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$0.00
Source - 1950 RESALE MERCH.(NOT STU. STORE)	\$0.00	\$109,955.21	\$0.00	\$109,955.21	N/A	\$1,693.00
Source - 1970 STUDENT CLUBS & ORGANIZATIONS	\$0.00	\$14,069.65	\$0.00	\$14,069.65	N/A	\$547.00
Source - 1990 OTHER SCHOOL ACT.FUND RECEIPTS	\$0.00	\$3,248.00	\$0.00	\$3,248.00	N/A	\$286.00
<b>Series - 1000 Total</b>	<b>\$0.00</b>	<b>\$196,039.79</b>	<b>\$0.00</b>	<b>\$196,039.79</b>	<b>N/A</b>	<b>\$6,887.19</b>
Series - 4000						
Source - 4720 BREAKFASTS	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$0.00
<b>Series - 4000 Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>N/A</b>	<b>\$0.00</b>
Series - 5000						
Source - 5160 ACTIVITY FUND REIMBURSEMENT	\$0.00	\$539.00	\$0.00	\$539.00	N/A	\$0.00
Source - 5600 CORRECTING ENTRY	\$0.00	\$211,163.70	\$0.00	\$211,163.70	N/A	\$0.00
<b>Series - 5000 Total</b>	<b>\$0.00</b>	<b>\$211,702.70</b>	<b>\$0.00</b>	<b>\$211,702.70</b>	<b>N/A</b>	<b>\$0.00</b>
<b>Fund - 61 ACTIVITY FUND Total</b>	<b>\$0.00</b>	<b>\$407,742.49</b>	<b>\$0.00</b>	<b>\$407,742.49</b>	<b>N/A</b>	<b>\$6,887.19</b>
Fund - 62 ATHLETIC FUND						
Series - 1000						
Source - 1310 INTEREST EARNINGS	\$0.00	\$4.25	\$0.00	\$4.25	N/A	\$0.00
Source - 1410 RENTAL OF SCHOOL FACILITIES	\$0.00	\$3,540.00	\$0.00	\$3,540.00	N/A	\$0.00
Source - 1460 COMMISSIONS	\$0.00	\$32.00	\$0.00	\$32.00	N/A	\$12.00
Source - 1610 CONTRIBUTIONS/DONATIONS-PRIV.	\$0.00	\$362.52	\$0.00	\$362.52	N/A	\$0.00
Source - 1730 ADULT LUNCHES/BREAKFASTS	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$0.00
Source - 1810 ADMISSIONS	\$0.00	\$123,171.00	\$0.00	\$123,171.00	N/A	\$7,425.00
Source - 1830 CONCESSIONS	\$0.00	\$44,900.10	\$0.00	\$44,900.10	N/A	\$0.00
Source - 1850 FEES, PENALTIES, AND FINES	\$0.00	\$23,420.00	\$0.00	\$23,420.00	N/A	\$3,815.00
Source - 1880 SUPPLIES & MAT.SOLD TO STUD.	\$0.00	\$1,907.10	\$0.00	\$1,907.10	N/A	\$0.00
Source - 1890 OTHER ATHLETIC REVENUE	\$0.00	\$52,902.63	\$0.00	\$52,902.63	N/A	\$4,242.90
Source - 1950 RESALE MERCH.(NOT STU. STORE)	\$0.00	\$1,600.00	\$0.00	\$1,600.00	N/A	\$0.00
<b>Series - 1000 Total</b>	<b>\$0.00</b>	<b>\$251,839.60</b>	<b>\$0.00</b>	<b>\$251,839.60</b>	<b>N/A</b>	<b>\$15,494.90</b>
Series - 5000						
Source - 5120 CASH OR CHANGE	\$0.00	\$75,550.00	\$0.00	\$75,550.00	N/A	\$10,500.00
Source - 5160 ACTIVITY FUND REIMBURSEMENT	\$0.00	\$750.00	\$0.00	\$750.00	N/A	\$0.00
Source - 5200 REVEN.FROM ADV.FUND.PROGRAM	\$0.00	\$0.00	\$0.00	\$0.00	N/A	\$0.00
Source - 5600 CORRECTING ENTRY	\$0.00	\$69,110.76	\$0.00	\$69,110.76	N/A	\$0.00
<b>Series - 5000 Total</b>	<b>\$0.00</b>	<b>\$145,410.76</b>	<b>\$0.00</b>	<b>\$145,410.76</b>	<b>N/A</b>	<b>\$10,500.00</b>
<b>Fund - 62 ATHLETIC FUND Total</b>	<b>\$0.00</b>	<b>\$397,250.36</b>	<b>\$0.00</b>	<b>\$397,250.36</b>	<b>N/A</b>	<b>\$25,994.90</b>
Fund - 81 GIFT FUND						
Series - 1000						
Source - 1610 CONTRIBUTIONS/DONATIONS-PRIV.	\$0.00	\$9,400.00	\$0.00	\$9,400.00	N/A	\$0.00
<b>Series - 1000 Total</b>	<b>\$0.00</b>	<b>\$9,400.00</b>	<b>\$0.00</b>	<b>\$9,400.00</b>	<b>N/A</b>	<b>\$0.00</b>
Series - 6000						

## Chickasha Public Schools

## Revenue Analysis

Options: Type of Revenue: Estimated, As Of Date: 4/30/2021

	Estimated Revenue	Revenue Collected	Revenue Receivable	Unappropriated Receipts	% Rev Collected	Current Month
Source - 6110 CASH FORWARD-SURPLUS CASH FWD.	\$0.00	\$23,997.00	\$0.00	\$23,997.00	N/A	\$0.00
Series - 6000 Total	\$0.00	\$23,997.00	\$0.00	\$23,997.00	N/A	\$0.00
Fund - 81 GIFT FUND Total	\$0.00	\$33,397.00	\$0.00	\$33,397.00	N/A	\$0.00
<b>Report Total</b>	<b>\$31,090,824.94</b>	<b>\$34,607,340.00</b>	<b>\$8,612,113.69</b>	<b>\$12,128,628.75</b>	<b>111.31%</b>	<b>\$4,694,160.54</b>

FINANCE 05/05/2021 ENCUMBRANCE  
2020-2021

GENERAL FUND #11 460-480

BUILDING FUND #21 67-68

2010 BOND #31 None

2021 Bond #32 3-7

2008 BOND #38 None

Sinking Fund #41 None

Gifts #81 3-7

BJ Clack (60) None

Activity 446-495

ATHLETICS 631-750

## Encumbrance Register

Options: Year: 2020-2021, Date Range: 7/1/2020 - 6/30/2021, PO Range: 460 - 480, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	460	04/08/2021	3861	AMAZON CREDIT PLAN	SPED SUPPLIES-WISH LISTS	3,500.00
11	461	04/08/2021	2163	SAM'S CLUB DIRECT COMMERCIAL	End of Year Banquet Supplies	500.00
11	462	04/08/2021	7483	MISTIE LITTLEWIND	Cultural Night Instructor	100.00
11	463	04/08/2021	7300	Arvest Security Bank Center	GT CONFERENCE FOR B WILLIS ANDF M VOYLES	100.00
11	464	04/08/2021	65687	Suddenlink	Additional funds/Previous PO 89	2,800.00
11	465	04/08/2021	446	ROSS SEED COMPANY	DISTRICT WIDE	1,500.00
11	466	04/08/2021	65708	CASAS	CASAS Summer Institute - Virtual - Tish	175.00
11	467	04/08/2021	3567	RAINBOW PENNANT	US and State Flags/Administration	550.00
11	468	04/08/2021	66227	CPS Activity Funds	Reimburse ABE Activity Fund #970	122.50
11	469	04/08/2021	90259	AMANDA L. OVERBY	mileage	75.00
11	470	04/08/2021	90465	LESLIE V EDWARDS	mileage	100.00
11	471	04/08/2021	90180	MICHAEL D. PITCHFORD	mileage	25.00
11	472	04/08/2021	4357	INDUSTRY SYSTEMS, INC.	Logitech Webcam	98.00
11	473	04/12/2021	2708	RESILITE SPORTS PRODUCT INC	Wrestling Mats	26,989.20
11	474	04/13/2021	6392	JUSTIN'S TIRE SERVICE	TRACTOR TIRE	800.00
11	475	04/13/2021	3861	AMAZON CREDIT PLAN	RETURN TO SCHOOL HEALTH ITEMS-SPED #2	3,000.00
11	476	04/20/2021	66230	Oklahoma LED	LED lighting for the District	350,861.25
11	477	04/26/2021	65683	Berckemeyer Consulting Group	NUT CONF-S O'NEAL,S&G GIBSON,A ALEXANDER,A JOHNSON	2,443.00
11	478	04/27/2021	66247	Holiday Inn & Suites Stillwater	HOTEL FOR CONF-4 ROOMS JENNIFER HEATH ALLEN	400.00
11	479	04/27/2021	66025	Arvest	OAPT Conference Hotel	420.00
11	480	04/27/2021	1141	O.A.P.T.	OAPT Conference Registration	200.00

<b>Non-Payroll Total:</b>	<b>\$394,758.95</b>
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<b>Payroll Total:</b>	<b>\$0.00</b>
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<b>Balance Forward:</b>	<b>\$0.00</b>
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<b>Report Total:</b>	<b>\$394,758.95</b>
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## Encumbrance Register

Options: Year: 2020-2021, Date Range: 7/1/2020 - 6/30/2021, PO Range: 67 - 68, Fund Codes: 21

<b>Fund</b>	<b>PO No</b>	<b>Date</b>	<b>Vendor No</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
21	67	04/13/2021	143	DeHART AIR COND. & ELECTRONICS	LINCOLN A/C UNITS	12,425.00
21	68	04/27/2021	3573	H & H ELECTRIC	PERMIT	60.00
<b>Non-Payroll Total:</b>						<b>\$12,485.00</b>
<b>Payroll Total:</b>						<b>\$0.00</b>
<b>Balance Forward:</b>						<b>\$0.00</b>
<b>Report Total:</b>						<b>\$12,485.00</b>

## Encumbrance Register

Options: Year: 2020-2021, Date Range: 7/1/2020 - 6/30/2021, PO Range: 3 - 7, Fund Codes: 32

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
32	3	04/08/2021	5836	OFFICE OF ATTORNEY GENERAL	Attorney General Examination Fees for Bond	810.00
32	4	04/08/2021	3742	SUMMIT	BUSES FOR TRANSPORTATION	405,550.00
32	5	04/21/2021	66049	BOK Financial Securities	Financial Advisory Services	20,884.93
32	6	04/27/2021	66244	Stagedrop LLC	GRADUATION STAGE	18,333.52
32	7	04/27/2021	65850	Central Products LLC	BOND-CENTRAL KITCHEN	34,832.00
<b>Non-Payroll Total:</b>						<b>\$480,410.45</b>
<b>Payroll Total:</b>						<b>\$0.00</b>
<b>Balance Forward:</b>						<b>\$0.00</b>
<b>Report Total:</b>						<b>\$480,410.45</b>

## Encumbrance Register

Options: Year: 2020-2021, Date Range: 7/1/2020 - 6/30/2021, PO Range: 446 - 495, Fund Codes: 61

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
61	446	04/15/2021	66237	Alysia Taylor	Daycare Refund	14.00
61	447	04/15/2021	75456	OZARKA / EUREKA WATER	inv#2714956 & 0832179	52.35
61	448	04/15/2021	3861	AMAZON CREDIT PLAN	ALC304-office supplies	152.20
61	449	04/15/2021	7300	Arvest Security Bank Center	HiSET 3.3.21-Johnson	7.50
61	450	04/15/2021	3861	AMAZON CREDIT PLAN	CHS950-5	121.71
61	451	04/15/2021	7300	Arvest Security Bank Center	Interurben/Grand040721	170.00
61	452	04/15/2021	3861	AMAZON CREDIT PLAN	GR1122	239.86
61	453	04/15/2021	65726	MPACT FUNDRAISING	inv#1635-37	6,366.00
61	454	04/15/2021	1752	INSECT LORE	inv#1080293	87.97
61	455	04/15/2021	555	WAL MART	tr#00134-Batteries for calculators	64.96
61	456	04/15/2021	6605	PROSPERITY BANK	staats033021	222.40
61	457	04/15/2021	6799	PIZZA XPRESS	order#DGX5SZFONS5V6	11.98
61	458	04/15/2021	555	WAL MART	tr#00283-MS040621	29.86
61	459	04/15/2021	75781	WING T'S	inv#10177	375.00
61	460	04/15/2021	555	WAL MART	tr#01346-HS040121	30.33
61	461	04/15/2021	6962	ELIZABETH REED	Teacher of the Year Flowers	75.00
61	462	04/15/2021	340	NASSP	pins for NJHS	371.70
61	463	04/15/2021	6000	CHICKASHA PUBLIC SCHOOLS	Daycare Salaries-BW Feb	1,662.88
61	464	04/15/2021	6000	CHICKASHA PUBLIC SCHOOLS	Daycare Salaries-BW March	994.39
61	465	04/15/2021	555	WAL MART	tr#01317-BW040121	150.96
61	466	04/15/2021	555	WAL MART	tr#01916-BW032921	100.84
61	467	04/15/2021	7300	Arvest Security Bank Center	HiSET-0409 & 0413-Johnson	140.75
61	468	04/15/2021	7300	Arvest Security Bank Center	HiSET-040721-Johnson	32.50
61	469	04/15/2021	6962	ELIZABETH REED	flowers for Susan Osborn	75.00
61	470	04/29/2021	555	WAL MART	TR#05330-BW041421	49.56
61	471	04/29/2021	75781	WING T'S	Inv#10222	780.00
61	472	04/29/2021	555	WAL MART	TR#08183-GR042221	15.56
61	473	04/29/2021	3782	WWRS INC	Inv#608.16222	122.60
61	474	04/29/2021	75781	WING T'S	Inv#10254	26.00
61	475	04/29/2021	1598	JOSTENS, INC	Inv#33332	5,486.00
61	476	04/29/2021	555	WAL MART	TR#08125-HS042221	17.54
61	477	04/29/2021	340	NASSP	Order#9001449834	385.00
61	478	04/29/2021	7300	Arvest Security Bank Center	Mixam-GR88542	1,120.77
61	479	04/29/2021	555	WAL MART	TR#09494-ADM041321	161.03
61	480	04/29/2021	75159	IMPERIAL COFFEE	Inv#2878:023108	40.95
61	481	04/29/2021	555	WAL MART	TR#08211-HS042221	79.89
61	482	04/29/2021	6205	OUTBACK LABORATORIES	Inv#040621CFFA & 20881 BALANCE	191.00
61	483	04/29/2021	555	WAL MART	TR#09280-HS041921	53.73
61	484	04/29/2021	3861	AMAZON CREDIT PLAN	GR22112	296.47
61	485	04/29/2021	6605	PROSPERITY BANK	Williams 041921	294.27
61	486	04/29/2021	6799	PIZZA XPRESS	Order#OW1S25Z5BB4FJ	34.95
61	487	04/29/2021	555	WAL MART	TR#05409-HS041421	22.92
61	488	04/29/2021	555	WAL MART	TR#03831-HS040821	66.86
61	489	04/29/2021	6605	PROSPERITY BANK	PizzaExp041221	89.95

## Encumbrance Register

Options: Year: 2020-2021, Date Range: 7/1/2020 - 6/30/2021, PO Range: 446 - 495, Fund Codes: 61

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
61	490	04/29/2021	6605	PROSPERITY BANK	Subway041221	257.94
61	491	04/29/2021	6799	PIZZA XPRESS	Order#BKEPDK57JK55A	11.98
61	492	04/29/2021	468	SHERWIN WILLIAMS	Inv#4616-6	257.86
61	493	04/29/2021	555	WAL MART	TR#09437-HS041221	53.35
61	494	04/29/2021	2163	SAM'S CLUB DIRECT COMMERCIAL	MS041821	319.08
61	495	04/29/2021	75260	CPS-GENERAL FUND	ossba card program	56.47
<b>Non-Payroll Total:</b>						<b>\$21,841.87</b>
<b>Payroll Total:</b>						<b>\$0.00</b>
<b>Balance Forward:</b>						<b>\$0.00</b>
<b>Report Total:</b>						<b>\$21,841.87</b>

## Encumbrance Register

Options: Year: 2020-2021, Date Range: 7/1/2020 - 6/30/2021, PO Range: 631 - 750, Fund Codes: 62

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
62	631	04/05/2021	72	Petty Cash Athletics	Beg Change-HS Baseball vs Bridge Creek 4.6.21	500.00
62	632	04/05/2021	72	Petty Cash Athletics	Beg Change-HS Soccer vs Cache 4.6.21	500.00
62	633	04/05/2021	72	Petty Cash Athletics	Beg Change-MS Baseball vs Dibble 4.8.21	500.00
62	634	04/05/2021	72	Petty Cash Athletics	Beg Change-HS Soccer vs Woodward 4.9.21	500.00
62	635	04/06/2021	6500	JONATHAN McDERMOTT	Office MS Soccer vs Tuttle 4.5.21	90.00
62	636	04/06/2021	71500	JEREMY D. CHANEY	Office MS Soccer vs Tuttle 4.5.21	90.00
62	637	04/06/2021	66226	Jim Moynahan	Office MS Baseball vs Bridge Creek 4.5.21	140.00
62	638	04/07/2021	71500	JEREMY D. CHANEY	Official HS Soccer vs Cache 4.6.21	160.00
62	639	04/07/2021	7216	AHMAD TALAI	Official HS Soccer vs Cache 4.6.21	160.00
62	640	04/07/2021	60575	TOM CARPENTER	Official HS Baseball vs Bridge Creek 4.6.21	130.00
62	641	04/07/2021	65825	Mark Cato	Official HS Baseball vs Bridge Creek 4.6.21	130.00
62	642	04/08/2021	72	Petty Cash Athletics	Beg Change MS Soccer vs Piedmont 4.8.21	500.00
62	643	04/08/2021	72	Petty Cash Athletics	Beg Change MS Soccer Tourn 4.10.21	1,000.00
62	644	04/08/2021	72	Petty Cash Athletics	Beg Change HS Baseball vs Elgin 4.12.21	500.00
62	645	04/09/2021	66228	Donny Gingrich	Official MS Baseball vs Dibble & Serling 4.8.21	210.00
62	646	04/09/2021	66196	Charlie Cartwright	Official MS Soccer vs Piedmont 4.8.21	90.00
62	647	04/13/2021	72	Petty Cash Athletics	Petty Cash MS Baseball Vs Elgin 4/13/2021	500.00
62	648	04/14/2021	72	Petty Cash Athletics	Beg Change MS Soccer vs Cache 4.15.21	500.00
62	649	04/14/2021	72	Petty Cash Athletics	Beg Change MS Bse Tourn 4.15-4.17	1,500.00
62	650	04/14/2021	72	Petty Cash Athletics	Beg Change HS BSE vs El Reno 4.17.21	500.00
62	651	04/14/2021	72	Petty Cash Athletics	Beg Change MS BSE vs Marlow 4.19.21	500.00
62	652	04/14/2021	72	Petty Cash Athletics	Beg Change HS BSE vs Marlow 4.20.21	500.00
62	653	04/14/2021	72	Petty Cash Athletics	Beg Change HS Soccer vs Clinton 4.20.21	500.00
62	654	04/14/2021	7499	ADAM CLARK	Official HS Soccer vs Woodard 4.9.21	110.00
62	655	04/14/2021	66231	Pedro Giordani	Official HS Soccer vs Woodard 4.9.21	110.00
62	656	04/14/2021	66232	James Taylor	Official HS Soccer vs Woodard 4.9.21	110.00
62	657	04/14/2021	71500	JEREMY D. CHANEY	Official MS Soccer Tournament 4.10.21	180.00

## Encumbrance Register

Options: Year: 2020-2021, Date Range: 7/1/2020 - 6/30/2021, PO Range: 631 - 750, Fund Codes: 62

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
62	658	04/14/2021	66233	Braelyn Ringwald	Official MS Soccer Tournament 4.10.21	225.00
62	659	04/14/2021	66220	James Masi	Official MS Soccer Tournament 4.10.21	225.00
62	660	04/14/2021	66218	Oleksandr Zakharchenko	Official MS Soccer Tournament 4.10.21	180.00
62	661	04/14/2021	66234	Matias Coratola	Official MS Soccer Tournament 4.10.21	225.00
62	662	04/14/2021	66235	Renan Duellis de Lara	Official MS Soccer Tournament 4.10.21	225.00
62	663	04/14/2021	60575	TOM CARPENTER	Official HS Baseball vs Elgin 4.12.21	130.00
62	664	04/14/2021	66197	Kris Johansen	Official HS Baseball vs Elgin 4.12.21	130.00
62	665	04/14/2021	66236	Jake Womack	Official MS Baseball vs Elgin 4.13.21	50.00
62	666	04/15/2021	72	Petty Cash Athletics	Beg Change HS Soccer vs Classen 4.15.21	500.00
62	667	04/16/2021	2278	DUNCAN PUBLIC SCHOOLS	Entry Fee for HS Track Meet 4.9.21	180.00
62	668	04/16/2021	7300	Arvest Security Bank Center	Food for Tourn Workers	169.00
62	669	04/16/2021	7300	Arvest Security Bank Center	Weedeater Head	26.95
62	670	04/16/2021	7300	Arvest Security Bank Center	Hotel Rms for Swim State 2.22.21	205.76
62	671	04/16/2021	499	STAR TROPHY & AWARDS	inv#221387-plaques	100.00
62	672	04/16/2021	7300	Arvest Security Bank Center	Hotel Rms for Wrestling 2.25.21	254.50
62	673	04/16/2021	66031	JANICE L. STANDLEY	March Worker	321.75
62	674	04/16/2021	555	WAL MART	tr#04148-lunch for team	71.87
62	675	04/16/2021	66238	Ft. Cobb-Broxtton High School	Golf Tourn 3.31.21	160.00
62	676	04/16/2021	1608	MARLOW HIGH SCHOOL	Golf Tourn 3.22.21	150.00
62	677	04/16/2021	66238	Ft. Cobb-Broxtton High School	Golf Tourn 3.30.21	105.00
62	678	04/16/2021	7300	Arvest Security Bank Center	Snacks for interviews 4.5.21	79.21
62	679	04/16/2021	555	WAL MART	tr#04441-ATH 040521	56.53
62	680	04/16/2021	2712	ALTUS HIGH SCHOOL	Entry Fee for Track Meet 4.2.21	190.00
62	681	04/16/2021	93	CHICKASHA GOLF & COUNTRY CLUB	Golf Balls #910534131	427.80
62	682	04/16/2021	66239	Annie Rose	Pom Judge 3.29.21	75.00
62	683	04/16/2021	66240	Jordan Stecklow	Pom Judge 3.29.21	75.00
62	684	04/16/2021	4055	DR PEPPER	inv#w-291989	196.00
62	685	04/16/2021	6691	SHANDELLE SELF	Cheer Judge 3.31.21	100.00
62	686	04/16/2021	6690	SHEILA LeFORCE	Cheer Judge 3.31.21	100.00
62	687	04/16/2021	7300	Arvest Security Bank Center	Tio's/A&E-Ath0406 &0407	164.20
62	688	04/19/2021	7485	WAYNE M RAPHAEL	Official HS Soccer vs Classen 4.15.21	110.00
62	689	04/19/2021	66241	Stephen Nelson	Official HS Soccer vs Classen 4.15.21	110.00
62	690	04/19/2021	6232	Dean Hodge	Official MS Baseball Tourn 4.15.21	100.00

## Encumbrance Register

Options: Year: 2020-2021, Date Range: 7/1/2020 - 6/30/2021, PO Range: 631 - 750, Fund Codes: 62

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
62	691	04/19/2021	6038	DAN VOSSSEN	Official MS Baseball Tourn 4.15.21	100.00
62	692	04/19/2021	66168	Dillon Longbrake	Official MS Baseball Tourn 4.15.21	150.00
62	693	04/19/2021	66203	Steve Corbett	Official MS Baseball Tourn 4.15.21	150.00
62	694	04/19/2021	66242	John R. Johnson	Official MS Baseball Tourn 4.17.21	175.00
62	695	04/19/2021	60575	TOM CARPENTER	Official MS Baseball Tourn 4.17.21	175.00
62	696	04/20/2021	66236	Jake Womack	Official MS Baseball vs Marlow 4.19.21	140.00
62	697	04/21/2021	72	Petty Cash Athletics	Beg Change MS Baseball vs Noble 4.22.21	500.00
62	698	04/21/2021	72	Petty Cash Athletics	Beg Change Baseball vs Noble 4.26.21	500.00
62	699	04/21/2021	66232	James Taylor	Official HS Soccer vs Clinton 4.20.21	110.00
62	700	04/21/2021	66216	Emmanuel Essuman	Official HS Soccer vs Clinton 4.20.21	110.00
62	701	04/21/2021	60587	Charles Calvert	Official HS Baseball vs Marlow 4.20.21	130.00
62	702	04/21/2021	60542	Matthew Erickson	Official HS Baseball vs Marlow 4.20.21	130.00
62	703	04/27/2021	72	Petty Cash Athletics	Beg Change HS Baseball vs McCloud 4.29.21	500.00
62	704	04/27/2021	66236	Jake Womack	Official MS Baseball vs Noble 4.26.21	50.00
62	705	04/27/2021	66249	Jimmy Mognahan	Official MS Baseball vs Noble 4.22.21	140.00
62	706	04/29/2021	72	Petty Cash Athletics	Beg Change CYOBA 5.1 & 5.2	1,500.00
62	707	05/03/2021	72	Petty Cash Athletics	Beg Change HS BSE vs Christian Heritage 5.3.21	500.00
62	708	05/03/2021	90397	TY THOMPSON	Official HS BSE vs McCloud 4.29.21	130.00
62	709	05/03/2021	60542	Matthew Erickson	Official HS BSE vs McCloud 4.29.21	130.00
62	710	05/03/2021	89163	BEVERLY J. DANIELS	Athletic Worker-April	108.00
62	711	05/03/2021	90037	KARI J. MOLDER	Athletic Worker-April	167.50
62	712	05/03/2021	66251	Purcell High School	BSE Tourn 4.15.21	150.00
62	713	05/03/2021	45	BSN CORP	#912280334 Balance	780.76
62	714	05/03/2021	7300	Arvest Security Bank Center	Loves/Athletics	48.67
62	715	05/03/2021	60552	SGS/Jostens	Inv#1351-2269	3,180.00
62	716	05/03/2021	71608	MICHELLE L. FLEETWOOD	Mileage Nov-Feb	198.62
62	717	05/03/2021	1338	ELK CITY HIGH SCHOOL	Entry Fee Track Meet 4.20.21	300.00
62	718	05/03/2021	66252	Pauls Valley Athletics	Entry Fee Golf Tourn 3.29.21	135.00
62	719	05/03/2021	65787	CAROL R. CRAVEN	Reimb for gifts for BB Banquet	125.00
62	720	05/03/2021	7300	Arvest Security Bank Center	Academy & Sams/ATH041521	143.61
62	721	05/03/2021	5539	LINDSAY PUBLIC SCHOOLS	Entry Fee for Track Meet 4.13.21	180.00

## Encumbrance Register

Options: Year: 2020-2021, Date Range: 7/1/2020 - 6/30/2021, PO Range: 631 - 750, Fund Codes: 62

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
62	722	05/03/2021	1770	ALEX PUBLIC SCHOOLS	Entry Fee for Track Meet 4.1.21	150.00
62	723	05/03/2021	60617	BRIDGE CREEK PUBLIC SCHOOLS	Entry Fee for Track Meet 4.6.21	360.00
62	724	05/03/2021	66253	Northwest Optimist Club of OKC	BSE Tourn 4.8.21	275.00
62	725	05/03/2021	66223	Pauls Valley Athletics	Entry Fee for MS Track Meet 3.27.21	270.00
62	726	05/03/2021	7300	Arvest Security Bank Center	Chickfila-LaFiesta-Ath	426.80
62	727	05/03/2021	5539	LINDSAY PUBLIC SCHOOLS	Entry Fee for MS Track Meet 4.15.21	240.00
62	728	05/03/2021	66254	DCMS Golf Club	Entry Fee for MS Golf Tourn 3.23.21	240.00
62	729	05/03/2021	66254	DCMS Golf Club	Entry Fee for MS Golf Tourn 4.9.21	120.00
62	730	05/03/2021	2886	ELGIN PUBLIC SCHOOLS	Entry Fee for MS Golf Tourn 3.31.21	325.00
62	731	05/03/2021	66255	Midwest City MS Athletics	Entry Fee for MS Golf Tourn 3.25 & 3.26	560.00
62	732	05/03/2021	2886	ELGIN PUBLIC SCHOOLS	Entry Fee for MS Golf Tourn 4.1.21	165.00
62	733	05/03/2021	66252	Pauls Valley Athletics	Entry Fee for MS Golf Tourn 4.12.21	200.00
62	734	05/03/2021	7300	Arvest Security Bank Center	Walmart-Braums-ATH	598.88
62	735	05/03/2021	45	BSN CORP	Inv#912489143	387.88
62	736	05/03/2021	4852	INDIAN NATION WHOLESALE	Inv#7431268 & credit	1,470.93
62	737	05/03/2021	4055	DR PEPPER	Inv#201241-#296059-#201241	1,033.20
62	738	05/03/2021	66250	CMC Neptune LLC	Inv#7878	2,175.00
62	739	05/03/2021	90412	IRMA L MOELLING	Athletic Worker-April	150.00
62	740	05/03/2021	90037	KARI J. MOLDER	Athletic Worker-May	245.00
62	741	05/03/2021	66256	Laney Brown	Cheer Judge 4.29.21	100.00
62	742	05/03/2021	90388	CAITLIN J TURNER	Cheer Judge 4.29.21	100.00
62	743	05/03/2021	75479	EMILY BAKER	Pom Judge 4.29.21	50.00
62	744	05/03/2021	66257	Talley Gresham	Pom Judge 4.29.21	50.00
62	745	05/03/2021	555	WAL MART	TR#00350/07166-Ath4.29-4.30	88.53
62	746	05/03/2021	7300	Arvest Security Bank Center	Canes/ATH042921	139.99
62	747	05/03/2021	2163	SAM'S CLUB DIRECT COMMERCIAL	ATH 042921	255.22
62	748	05/03/2021	75768	NASP, INC.	Inv#261636-261638	923.00
62	749	05/04/2021	90397	TY THOMPSON	Official HS BSE vs Christian Heritage 5.3.21	75.00
62	750	05/04/2021	66198	Steven McKinney	Official HS BSE vs Christian Heritage 5.3.21	75.00

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**Non-Payroll Total:** **\$37,715.16**
**Payroll Total:** **\$0.00**
**Balance Forward:** **\$0.00**


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**Report Total:** **\$37,715.16**


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## Payment Register

**Options:** Year: 2020-2021, Fund: GEN FUND-FOR OP, Date Range: 7/1/2020 - 6/30/2021, Payment Range: 112104371 - 112104894, Print Payroll Payments: False

Payment No	Date	Vendor No	Vendor	Type	Date Voided	Void Amount	Amount
112104372	04/06/2021	4453	CARLA GARLING				\$7,637.52
112104373	04/06/2021	418	AMERICAN ELECTRIC POWER				\$21,193.34
112104374	04/06/2021	3025	SYSCO FOOD SERVICE OF OKLAH				\$32,460.16
112104375	04/06/2021	2257	HILAND DAIRY FOODS COMPANY				\$8,076.21
112104808	04/20/2021	81	CENTER FOR EDUCATION LAW IN				\$202.65
112104809	04/20/2021	3327	NIKKI KECK				\$112.50
112104810	04/20/2021	503	STEPHENS OIL COMPANY				\$4,885.55
112104811	04/20/2021	446	ROSS SEED COMPANY				\$259.75
112104812	04/20/2021	4033	MARSHALL AUTO PARTS				\$307.38
112104813	04/20/2021	312	LOCKE SUPPLY				\$2,003.54
112104814	04/20/2021	66	BRANDT'S ACE HARDWARE				\$64.49
112104815	04/20/2021	97	CHICKASHA LUMBER COMPANY				\$4.30
112104816	04/20/2021	71269	PATRICIA A BALLINGER				\$47.60
112104817	04/20/2021	6786	MOJO'S CAR WASH				\$144.65
112104818	04/20/2021	1459	ROSS TRANSPORTATION INC				\$481.44
112104819	04/20/2021	847	OKLAHOMA CORP COMMISSION				\$25.00
112104820	04/20/2021	65633	Grady County Sheriff's Office				\$3,953.02
112104821	04/20/2021	94	CHICKASHA INDUSTRIAL & WELD				\$45.80
112104822	04/20/2021	467	SHEPPARD SUPPLY				\$15.00
112104823	04/20/2021	418	AMERICAN ELECTRIC POWER				\$236.54
112104824	04/20/2021	1071	CITY OF CHICKASHA				\$7,260.13
112104825	04/20/2021	34	ANGEL, JOHNSTON, & BLASINGA				\$21,350.00
112104826	04/20/2021	913	OTA PikePass Center				\$144.11
112104827	04/20/2021	6050	AFPLANSERVICE				\$6.00
112104828	04/20/2021	90	EXPRESS STAR				\$71.03
112104829	04/20/2021	90493	JENNIFER L. STEGMAN				\$34.76
112104830	04/20/2021	65687	Suddenlink				\$873.27
112104831	04/20/2021	5257	AT & T MOBILITY				\$237.34
112104832	04/20/2021	4357	INDUSTRY SYSTEMS, INC.				\$238.24
112104833	04/20/2021	65772	Zenith Insurance Company				\$16,091.00
112104834	04/20/2021	5281	SUDDENLINK				\$1,321.85
112104835	04/20/2021	66037	PROPIO LS, LLC.				\$46.36
112104836	04/20/2021	446	ROSS SEED COMPANY				\$490.06
112104837	04/20/2021	90407	EMILY O SCHMIDT				\$250.00
112104838	04/20/2021	90408	KOLBY K SCHMIDT				\$400.00
112104839	04/20/2021	515	TAYLOR & SONS PIPE & STEEL				\$92.40
112104840	04/20/2021	5727	AIRGAS MID SOUTH, INC.				\$23.29
112104841	04/20/2021	555	WAL MART				\$114.56
112104842	04/20/2021	60435	T-Mobile				\$5,506.67
112104843	04/20/2021	71	CCOSA				\$150.00
112104844	04/20/2021	555	WAL MART				\$89.00
112104845	04/20/2021	5974	CPI				\$3,699.00
112104846	04/20/2021	5276	AT & T				\$913.22
112104847	04/20/2021	555	WAL MART				\$41.35
112104848	04/20/2021	3989	McBRIDE CLINIC				\$80.00
112104849	04/20/2021	6235	ST. ANTHONY NORTH/SCORE				\$140.00
112104850	04/20/2021	97	CHICKASHA LUMBER COMPANY				\$23.11
112104851	04/20/2021	75197	OFFICE DEPOT				\$228.67
112104852	04/20/2021	3025	SYSCO FOOD SERVICE OF OKLAH				\$11,345.89

## Payment Register

Options: Year: 2020-2021, Fund: GEN FUND-FOR OP, Date Range: 7/1/2020 - 6/30/2021, Payment Range: 112104371 - 112104894, Print Payroll Payments: False

Payment No	Date	Vendor No	Vendor	Type	Date Voided	Void Amount	Amount
112104853	04/20/2021	4357	INDUSTRY SYSTEMS, INC.				\$1,857.00
112104854	04/20/2021	555	WAL MART				\$97.62
112104855	04/20/2021	497	STANDLEY'S SYSTEMS				\$2,785.80
112104856	04/20/2021	1102	COPELIN'S OFFICE CENTER, INC				\$2,135.96
112104857	04/20/2021	66025	Arvest				\$119.00
112104858	04/20/2021	60495	VizaVance				\$100.00
112104859	04/20/2021	66184	KET				\$180.40
112104860	04/20/2021	4357	INDUSTRY SYSTEMS, INC.				\$4,906.00
112104861	04/20/2021	65949	Suddenlink				\$74.30
112104862	04/20/2021	555	WAL MART				\$1,441.24
112104863	04/20/2021	66184	KET				\$90.20
112104864	04/20/2021	4357	INDUSTRY SYSTEMS, INC.				\$2,007.00
112104865	04/20/2021	3861	AMAZON CREDIT PLAN				\$249.99
112104866	04/20/2021	5054	PERMABOUNDBOOKS				\$830.66
112104867	04/20/2021	4519	Coughlan Companies				\$1,034.89
112104868	04/20/2021	66186	Waxie's Enterprises, LLC				\$769.45
112104869	04/20/2021	66186	Waxie's Enterprises, LLC				\$1,809.57
112104870	04/20/2021	5255	Champion Teamwear AR				\$430.00
112104871	04/20/2021	2257	HILAND DAIRY FOODS COMPANY				\$7,107.26
112104872	04/20/2021	3861	AMAZON CREDIT PLAN				\$9,999.14
112104873	04/20/2021	66200	Magna Publications INC				\$1,418.00
112104874	04/20/2021	75197	OFFICE DEPOT				\$1,179.41
112104875	04/20/2021	3861	AMAZON CREDIT PLAN				\$149.95
112104876	04/20/2021	937	DICK BLICK COMPANY				\$1,498.23
112104877	04/20/2021	4357	INDUSTRY SYSTEMS, INC.				\$3,024.00
112104878	04/20/2021	6948	ANDERSON'S ALPHABET U				\$111.61
112104879	04/20/2021	45	BSN CORP				\$498.00
112104880	04/20/2021	3861	AMAZON CREDIT PLAN				\$304.77
112104881	04/20/2021	45	BSN CORP				\$600.57
112104882	04/20/2021	198	FLINN SCIENTIFIC INC				\$376.07
112104883	04/20/2021	4663	CAROLINA SCIENCE				\$349.53
112104884	04/20/2021	555	WAL MART				\$125.55
112104885	04/20/2021	3861	AMAZON CREDIT PLAN				\$1,025.73
112104886	04/20/2021	3861	AMAZON CREDIT PLAN				\$314.44
112104887	04/20/2021	3157	JOE'S MAYTAG				\$2,998.97
112104888	04/20/2021	66213	Jungle Ice				\$237.50
112104889	04/20/2021	66230	Oklahoma LED				\$350,861.25
112104890	05/03/2021	5351	MARY WHITE				\$7,375.00
112104891	05/03/2021	418	AMERICAN ELECTRIC POWER				\$17,726.92
112104892	05/03/2021	1071	CITY OF CHICKASHA				\$805.14
112104893	05/03/2021	5280	AT&T LONG DISTANCE				\$14.76
112104894	05/03/2021	5257	AT & T MOBILITY				\$402.58
<b>Non-Payroll Total:</b>							<b>\$582,841.21</b>
<b>Payroll Total:</b>							<b>\$1,309,342.25</b>
<b>Balance Foward:</b>							<b>\$12,555,954.95</b>
<b>Total:</b>							<b>\$14,448,138.41</b>

## Payment Register

**Options:** Year: 2020-2021, Fund: Building, Date Range: 7/1/2020 - 6/30/2021, Payment Range: 212100109 - 212100114,  
Print Payroll Payments: False

Payment No	Date	Vendor No	Vendor	Type	Date Voided	Void Amount	Amount
212100109	04/21/2021	4357	INDUSTRY SYSTEMS, INC.				\$10,400.00
212100110	04/21/2021	3836	THYSSENKRUPP ELEVATOR CORP.				\$1,490.70
212100111	04/21/2021	7275	ALLEN PEST CONTROL				\$520.00
212100112	04/21/2021	7443	Alert 360				\$737.00
212100113	04/21/2021	38	CENTERPOINT ENERGY ARKLA				\$5,573.06
212100114	04/21/2021	65969	Weedknockers LLC				\$1,685.00
<b>Non-Payroll Total:</b>							<b>\$20,405.76</b>
<b>Payroll Total:</b>							<b>\$0.00</b>
<b>Balance Foward:</b>							<b>\$2,432,028.10</b>
<b>Total:</b>							<b>\$2,452,433.86</b>

## Payment Register

**Options:** Year: 2020-2021, Fund: 2021 Bond Fund, Date Range: 7/1/2020 - 6/30/2021, Payment Range: 322100001 - 322100001, Print Payroll Payments: False

<b>Payment No</b>	<b>Date</b>	<b>Vendor No</b>	<b>Vendor</b>	<b>Type</b>	<b>Date Voided</b>	<b>Void Amount</b>	<b>Amount</b>
322100001	04/21/2021	66187	lpreo LLC				\$1,500.00
<b>Non-Payroll Total:</b>							<b>\$1,500.00</b>
<b>Payroll Total:</b>							<b>\$0.00</b>
<b>Balance Foward:</b>							<b>\$0.00</b>
<b>Total:</b>							<b>\$1,500.00</b>

## Payment Register

**Options:** Year: 2020-2021, Fund: Building, Date Range: 7/1/2020 - 6/30/2021, Payment Range: 212100109 - 212100114,  
Print Payroll Payments: False

<b>Payment No</b>	<b>Date</b>	<b>Vendor No</b>	<b>Vendor</b>	<b>Type</b>	<b>Date Voided</b>	<b>Void Amount</b>	<b>Amount</b>
212100109	04/21/2021	4357	INDUSTRY SYSTEMS, INC.				\$10,400.00
212100110	04/21/2021	3836	THYSSENKRUPP ELEVATOR CORP.				\$1,490.70
212100111	04/21/2021	7275	ALLEN PEST CONTROL				\$520.00
212100112	04/21/2021	7443	Alert 360				\$737.00
212100113	04/21/2021	38	CENTERPOINT ENERGY ARKLA				\$5,573.06
212100114	04/21/2021	65969	Weedknockers LLC				\$1,685.00
<b>Non-Payroll Total:</b>							<b>\$20,405.76</b>
<b>Payroll Total:</b>							<b>\$0.00</b>
<b>Balance Foward:</b>							<b>\$2,432,028.10</b>
<b>Total:</b>							<b>\$2,452,433.86</b>

## Payment Register

Options: Year: 2020-2021, Fund: ACTIVITY FUND, Date Range: 7/1/2020 - 6/30/2021, Payment Range: 612100420 - 612100468, Print Payroll Payments: False

Payment No	Date	Vendor No	Vendor	Type	Date Voided	Void Amount	Amount
612100420	04/01/2021	6697	LIFETOUCH NSS ACCTS RECEIVAB				\$583.00
612100421	04/01/2021	6799	PIZZA XPRESS				\$13.98
612100422	04/01/2021	340	NASSP				\$497.25
612100423	04/01/2021	75235	OKLAHOMA FFA ASSOCIATION				\$1,610.00
612100424	04/01/2021	3861	AMAZON CREDIT PLAN				\$14.99
612100425	04/01/2021	7300	Arvest Security Bank Center				\$233.12
612100426	04/01/2021	555	WAL MART				\$4.97
612100427	04/01/2021	555	WAL MART				\$45.30
612100428	04/01/2021	75159	IMPERIAL COFFEE				\$30.95
612100429	04/01/2021	555	WAL MART				\$128.61
612100430	04/01/2021	75277	BLUE & GOLD SAUSAGE CO.				\$17,992.00
612100431	04/01/2021	6605	PROSPERITY BANK				\$717.80
612100432	04/01/2021	6605	PROSPERITY BANK				\$400.00
612100433	04/01/2021	32	AMERICAN PLANT PRODUCTS				\$478.17
612100434	04/01/2021	75159	IMPERIAL COFFEE				\$29.95
612100435	04/01/2021	555	WAL MART				\$21.45
612100436	04/01/2021	555	WAL MART				\$21.94
612100437	04/01/2021	88	CHICKASHA CHAMBER OF COM				\$150.00
612100438	04/01/2021	7300	Arvest Security Bank Center		04/01/2021	\$122.50	\$0.00
612100439	04/01/2021	555	WAL MART				\$102.59
612100440	04/01/2021	555	WAL MART				\$43.54
612100441	04/01/2021	7300	Arvest Security Bank Center				\$188.27
612100442	04/01/2021	75197	OFFICE DEPOT				\$62.03
612100443	04/01/2021	75197	OFFICE DEPOT				\$43.50
612100444	04/01/2021	7300	Arvest Security Bank Center				\$99.23
612100445	04/15/2021	66237	Alysia Taylor				\$14.00
612100446	04/15/2021	75456	OZARKA / EUREKA WATER				\$52.35
612100447	04/15/2021	3861	AMAZON CREDIT PLAN				\$152.20
612100448	04/15/2021	7300	Arvest Security Bank Center				\$7.50
612100449	04/15/2021	3861	AMAZON CREDIT PLAN				\$121.71
612100450	04/15/2021	7300	Arvest Security Bank Center				\$170.00
612100451	04/15/2021	3861	AMAZON CREDIT PLAN				\$239.86
612100452	04/15/2021	65726	MPACT FUNDRAISING				\$6,366.00
612100453	04/15/2021	1752	INSECT LORE				\$87.97
612100454	04/15/2021	555	WAL MART				\$64.96
612100455	04/15/2021	6605	PROSPERITY BANK				\$222.40
612100456	04/15/2021	6799	PIZZA XPRESS				\$11.98
612100457	04/15/2021	555	WAL MART				\$29.86
612100458	04/15/2021	75781	WING T'S				\$375.00
612100459	04/15/2021	555	WAL MART				\$30.33
612100460	04/15/2021	6962	ELIZABETH REED				\$75.00
612100461	04/15/2021	340	NASSP				\$371.70
612100462	04/15/2021	6000	CHICKASHA PUBLIC SCHOOLS				\$1,662.88
612100463	04/15/2021	6000	CHICKASHA PUBLIC SCHOOLS				\$994.39
612100464	04/15/2021	555	WAL MART				\$150.96
612100465	04/15/2021	555	WAL MART				\$100.84
612100466	04/15/2021	7300	Arvest Security Bank Center				\$140.75
612100467	04/15/2021	7300	Arvest Security Bank Center				\$32.50
612100468	04/15/2021	6962	ELIZABETH REED				\$75.00

**Payment Register**

**Options:** Year: 2020-2021, Fund: ACTIVITY FUND, Date Range: 7/1/2020 - 6/30/2021, Payment Range: 612100420 - 612100468, Print Payroll Payments: False

<b>Payment No</b>	<b>Date</b>	<b>Vendor No</b>	<b>Vendor</b>	<b>Type</b>	<b>Date Voided</b>	<b>Void Amount</b>	<b>Amount</b>
				<b>Non-Payroll Total:</b>			<b>\$35,062.78</b>
				<b>Payroll Total:</b>			<b>\$0.00</b>
				<b>Balance Foward:</b>			<b>\$347,678.86</b>
				<b>Total:</b>			<b>\$382,741.64</b>

## Payment Register

Options: Year: 2020-2021, Fund: ATHLETIC FUND, Date Range: 7/1/2020 - 6/30/2021, Payment Range: 622100604 - 622100704, Print Payroll Payments: False

Payment No	Date	Vendor No	Vendor	Type	Date Voided	Void Amount	Amount
622100604	04/01/2021	90037	KARI J. MOLDER				\$420.00
622100605	04/01/2021	89163	BEVERLY J. DANIELS				\$364.50
622100606	04/01/2021	90412	IRMA L MOELLING				\$402.50
622100607	04/01/2021	7300	Arvest Security Bank Center				\$603.85
622100608	04/01/2021	60468	ADAM BURNS				\$100.00
622100609	04/01/2021	45	BSN CORP				\$412.04
622100610	04/01/2021	3026	RICHARD'S PRINTING				\$12.00
622100611	04/01/2021	7300	Arvest Security Bank Center				\$218.46
622100612	04/01/2021	45	BSN CORP				\$56.00
622100613	04/01/2021	45	BSN CORP				\$171.27
622100614	04/01/2021	66223	Pauls Valley Athletics				\$185.00
622100615	04/01/2021	66223	Pauls Valley Athletics				\$190.00
622100616	04/01/2021	66224	Christian Larsen				\$30.00
622100617	04/01/2021	499	STAR TROPHY & AWARDS				\$90.00
622100618	04/01/2021	7300	Arvest Security Bank Center				\$170.97
622100619	04/01/2021	879	OSSAA				\$16,655.90
622100620	04/01/2021	879	OSSAA				\$8,587.76
622100621	04/01/2021	66225	Owasso High School Baseball				\$120.00
622100622	04/01/2021	60616	EL RENO QUARTERBACK CLUB				\$400.00
622100623	04/01/2021	555	WAL MART		04/01/2021	\$711.87	\$0.00
622100624	04/05/2021	65825	Mark Cato				\$75.00
622100625	04/05/2021	66226	Jim Moynahan				\$75.00
622100626	04/05/2021	72	Petty Cash Athletics				\$500.00
622100627	04/05/2021	72	Petty Cash Athletics				\$500.00
622100628	04/05/2021	72	Petty Cash Athletics				\$500.00
622100629	04/05/2021	72	Petty Cash Athletics				\$500.00
622100630	04/06/2021	6500	JONATHAN McDERMOTT				\$90.00
622100631	04/06/2021	71500	JEREMY D. CHANEY				\$90.00
622100632	04/06/2021	66226	Jim Moynahan				\$140.00
622100633	04/07/2021	71500	JEREMY D. CHANEY				\$160.00
622100634	04/07/2021	7216	AHMAD TALAI				\$160.00
622100635	04/07/2021	60575	TOM CARPENTER				\$130.00
622100636	04/07/2021	65825	Mark Cato				\$130.00
622100637	04/08/2021	72	Petty Cash Athletics				\$500.00
622100638	04/08/2021	72	Petty Cash Athletics				\$1,000.00
622100639	04/08/2021	72	Petty Cash Athletics				\$500.00
622100640	04/09/2021	66228	Donny Gingrich				\$210.00
622100641	04/09/2021	66196	Charlie Cartwright				\$90.00
622100642	04/13/2021	72	Petty Cash Athletics				\$500.00
622100643	04/14/2021	72	Petty Cash Athletics				\$500.00
622100644	04/14/2021	72	Petty Cash Athletics				\$1,500.00
622100645	04/14/2021	72	Petty Cash Athletics				\$500.00
622100646	04/14/2021	72	Petty Cash Athletics				\$500.00
622100647	04/14/2021	72	Petty Cash Athletics				\$500.00
622100648	04/14/2021	72	Petty Cash Athletics				\$500.00
622100649	04/14/2021	7499	ADAM CLARK				\$110.00
622100650	04/14/2021	66231	Pedro Giordani				\$110.00
622100651	04/14/2021	66232	James Taylor				\$110.00
622100652	04/14/2021	71500	JEREMY D. CHANEY				\$180.00

## Payment Register

Options: Year: 2020-2021, Fund: ATHLETIC FUND, Date Range: 7/1/2020 - 6/30/2021, Payment Range: 622100604 - 622100704, Print Payroll Payments: False

Payment No	Date	Vendor No	Vendor	Type	Date Voided	Void Amount	Amount
622100653	04/14/2021	66233	Braelyn Ringwald				\$225.00
622100654	04/14/2021	66220	James Masi				\$225.00
622100655	04/14/2021	66218	Oleksandr Zakharchenko				\$180.00
622100656	04/14/2021	66234	Matias Coratola				\$225.00
622100657	04/14/2021	66235	Renan Duellis de Lara				\$225.00
622100658	04/14/2021	60575	TOM CARPENTER				\$130.00
622100659	04/14/2021	66197	Kris Johansen				\$130.00
622100660	04/14/2021	66236	Jake Womack				\$50.00
622100661	04/15/2021	72	Petty Cash Athletics				\$500.00
622100662	04/16/2021	2278	DUNCAN PUBLIC SCHOOLS				\$180.00
622100663	04/16/2021	7300	Arvest Security Bank Center				\$169.00
622100664	04/16/2021	7300	Arvest Security Bank Center				\$26.95
622100665	04/16/2021	7300	Arvest Security Bank Center				\$205.76
622100666	04/16/2021	499	STAR TROPHY & AWARDS				\$100.00
622100667	04/16/2021	7300	Arvest Security Bank Center				\$254.50
622100668	04/16/2021	66031	JANICE L. STANDLEY				\$321.75
622100669	04/16/2021	555	WAL MART				\$71.87
622100670	04/16/2021	66238	Ft. Cobb-Broxtton High School				\$160.00
622100671	04/16/2021	1608	MARLOW HIGH SCHOOL				\$150.00
622100672	04/16/2021	66238	Ft. Cobb-Broxtton High School				\$105.00
622100673	04/16/2021	7300	Arvest Security Bank Center				\$79.21
622100674	04/16/2021	555	WAL MART				\$56.53
622100675	04/16/2021	2712	ALTUS HIGH SCHOOL				\$190.00
622100676	04/16/2021	93	CHICKASHA GOLF & COUNTRY CL				\$427.80
622100677	04/16/2021	66239	Annie Rose				\$75.00
622100678	04/16/2021	66240	Jordan Stecklow				\$75.00
622100679	04/16/2021	4055	DR PEPPER				\$196.00
622100680	04/16/2021	6691	SHANDELLE SELF				\$100.00
622100681	04/16/2021	6690	SHEILA LeFORCE				\$100.00
622100682	04/16/2021	7300	Arvest Security Bank Center				\$164.20
622100683	04/19/2021	7485	WAYNE M RAPHAEL				\$110.00
622100684	04/19/2021	66241	Stephen Nelson				\$110.00
622100685	04/19/2021	6232	Dean Hodge				\$100.00
622100686	04/19/2021	6038	DAN VOSEN				\$100.00
622100687	04/19/2021	66168	Dillon Longbrake				\$150.00
622100688	04/19/2021	66203	Steve Corbett				\$150.00
622100689	04/19/2021	66242	John R. Johnson				\$175.00
622100690	04/19/2021	60575	TOM CARPENTER				\$175.00
622100691	04/20/2021	66236	Jake Womack				\$140.00
622100692	04/21/2021	72	Petty Cash Athletics				\$500.00
622100693	04/21/2021	72	Petty Cash Athletics				\$500.00
622100694	04/21/2021	66232	James Taylor				\$110.00
622100695	04/21/2021	66216	Emmanuel Essuman				\$110.00
622100696	04/21/2021	60587	Charles Calvert				\$130.00
622100697	04/21/2021	60542	Matthew Erickson				\$130.00
622100698	04/27/2021	72	Petty Cash Athletics				\$500.00
622100699	04/27/2021	66236	Jake Womack				\$50.00
622100700	04/27/2021	66249	Jimmy Mognahan				\$140.00
622100701	04/29/2021	72	Petty Cash Athletics				\$1,500.00

## Payment Register


**Options:** Year: 2020-2021, Fund: ATHLETIC FUND, Date Range: 7/1/2020 - 6/30/2021, Payment Range: 622100604 - 622100704, Print Payroll Payments: False

<b>Payment No</b>	<b>Date</b>	<b>Vendor No</b>	<b>Vendor</b>	<b>Type</b>	<b>Date Voided</b>	<b>Void Amount</b>	<b>Amount</b>
622100702	05/03/2021	72	Petty Cash Athletics				\$500.00
622100703	05/03/2021	90397	TY THOMPSON				\$130.00
622100704	05/03/2021	60542	Matthew Erickson				\$130.00
<b>Non-Payroll Total:</b>							<b>\$50,288.82</b>
<b>Payroll Total:</b>							<b>\$0.00</b>
<b>Balance Foward:</b>							<b>\$337,257.21</b>
<b>Total:</b>							<b>\$387,546.03</b>

Project	Federal Programs															
	421	511		541	552	561	572	587	596	615	617	621	641	731	732	788
Claim 1	Budget	\$ 14,802.00	\$ 1,198,352.94	\$ 85,117.00	\$ 28,375.13	\$ 61,295.00	\$ 5,212.34	\$ 45,318.02	\$ 93,243.83	\$ 6,272.00	\$ 25,088.00	\$ 502,202.23	\$ 11,884.19	\$ 118,805.00	\$ 21,639.00	\$ 724,576.97
	Amount	\$ 14,784.60	\$ 248,446.04	\$ 16,706.63	\$ 11,095.19	\$ 10,689.73		\$ 42,121.92	\$ 6,735.82	\$ 3,815.14	\$ 14,298.24	\$ 44,898.49	\$ 976.91	\$ 15,051.84	\$ 393.44	\$ 349,785.09
	Date Submitted	5/7/2021	12/11/2020	12/11/2020	12/11/2020	11/20/2020		12/11/2020	12/11/2020	3/5/2021	11/6/2020	10/8/2020	10/8/2020	10/23/2020	11/16/2020	1/6/2021
Claim 2	Amount		\$ 173,272.94	\$ 10,972.24	\$ 1,531.56	\$ 16,302.72		\$ 11,972.56		115.09	\$ 39,810.59	\$ 976.91	\$ 29,505.12	\$ 2,570.22	\$ 49,303.40	
	Date Submitted		2/26/2021	3/9/2021	1/6/2021	2/3/2021		4/6/2021		12/11/2020	11/6/2020	11/6/2020	1/14/2021	1/14/2021	2/3/2021	
Claim 3	Amount		\$ 158,541.43	\$ 3,675.02	\$ 1,481.99	\$ 5,398.48				96.51	\$ 35,738.71	\$ 976.91	\$ 26,027.62	\$ 2,285.72	\$ 41,791.43	
	Date Submitted		3/25/2021	3/25/2021	2/3/2021	3/9/2021				4/6/2021	12/11/2020	12/11/2020	4/5/2021	4/5/2021	3/5/2021	
Claim 4	Amount		\$ 65,789.95	\$ 3,757.75	\$ 1,481.99	\$ 5,398.48					\$ 42,698.00	\$ 975.97			\$ 41,791.43	
	Date Submitted		4/14/2021	4/14/2021	3/5/2021	4/7/2021					1/6/2021	1/6/2021			4/6/2021	
Claim 5	Amount				\$ 1,436.88						\$ 32,894.18	\$ 975.98				
	Date Submitted				4/6/2021						2/3/2021	2/3/2021				
Claim 6	Amount										\$ 35,963.00	\$ 975.98				
	Date Submitted										3/5/2021	3/5/2021				
Claim 7	Amount										\$ 36,545.58	\$ 975.98				
	Date Submitted										4/6/2021	4/6/2021				
Claim 8	Amount															
	Date Submitted															
Remaining Balance	\$ 17.40	\$ 552,302.58	\$ 50,005.36	\$ 12,784.40	\$ 23,505.59	\$ 5,212.34	\$ 3,196.10	\$ 74,535.45	\$ 2,456.86	\$ 10,578.16	\$ 348,860.26	\$ 7,977.48	\$ 48,220.42	\$ 16,389.62	\$ 241,905.62	
Claims completed through	April	March	March	March	March	0%	November	March	61%	March	March	March	March	March	March	
% Claimed	100%	54%	41%	60%	62%		93%	20%	61%	58%	53%	58%	59%	24%	67%	
Total Claimed	\$ 14,784.60	\$ 646,050.36	\$ 35,111.64	\$ 17,027.61	\$ 37,789.41	\$ -	\$ 42,121.92	\$ 18,708.38	\$ 3,815.14	\$ 14,509.84	\$ 268,548.55	\$ 6,834.64	\$ 70,584.58	\$ 5,249.38	\$ 482,671.35	
		Totals		%Allocation		%Claims										
	Submitted	\$ 14,784.60		0.3%		0.9%										
	Approved	\$ -		0.0%												
	Paid	\$ 1,649,022.80		35.9%		99.1%										
	Total	\$ 1,663,807.40		36.2%												
	Total Carryover	\$ 2,927,381.65														
	Total Allocation	\$ 4,591,189.05														

- Legend
- 421 Carl Perkins
  - 511 Title I
  - 541 Title II
  - 552 Title IV
  - 561 Title VI Indian Ed
  - 587 Rural Low Income Schools
  - 596 Title IX - A Homeless
  - 613 Special Ed Professional Dev.
  - 615 Special ED District
  - 616 Certification Examination
  - 621 Special Ed. Flow Through
  - 641 Special Ed. Preschool
  - 731 Adult Basic Education (ABE)
  - 732 ABE English Language Learners
  - 786 Consolidated Administration Costs
  - 788 CARES Act

**TO:** Board of Education

**FROM:** Jennifer L. Stegman, Assistant Superintendent 

**DATE:** April 23, 2021 ✓

**SUBJECT:** Approval of Change Order General- Fund 11 #5 ✓

Change Order #5 ✓ in the amount of \$668.00 ✓ from General Fund 11 has been submitted for approval. Costs incurred exceeded original estimated amounts. The change order is comprised as follows:

General Fund

CO Number	Description	Original PO	Additional Funds	Total PO
#5 ✓	American Red Cross- Did not encumber enough funds for CPR training	\$900.00	\$668.00 ✓	\$1,568.00
			<b>TOTAL Change Order</b>	<b>\$668.00 ✓</b>

CHICKASHA PUBLIC SCHOOLS  
ASSUMPTION OF RESPONSIBILITY

Purchase Order # 172 Date 4-19-21

Vendor: American Red Cross

This form is to inform you that the attached transaction you are requesting is a violation of State Law and/or Board of Education policy due to the following reason(s):

         1. The purchase/obligation was made prior to the issuance of an approved purchase order. According to State Purchasing Law an approved purchase order must be issued **BEFORE** goods or services are ordered or purchased.

         2. This invoice should have been paid in the prior fiscal year. It is not a legal obligation and/or expenditure of this year's funds. Goods must be ordered and/or services rendered on or before June 30<sup>th</sup>.

         3. Invoice total exceeds the amount of the Purchase Order authorized by the Board of Education.

         4. Other: \_\_\_\_\_

**Please note:** In the event of disclosure during an audit, this letter will be presented to the auditor to show you have been made aware of the violation, you have been counseled by your supervisor as the proper procedures for the future, and the School District is not legally responsible for payments of these obligations. This form will be filed with the Purchase Order for possible review by the auditor and School Board as documentation of the District's obligation to educate employees in regards to Board Policy and State Law.

[Signature]  
Employee's Signature

[Signature]  
Supervisor's Signature

4/21/21  
Date

4-21-21  
Date

This form must be approved by the individual incurring the expense and/or their direct Supervisor who authorized the purchase in advance.

Please include any pertinent information regarding this transaction for the auditor.

Extra CPR recipients were added by administration due to accreditation requirements.

# 5

Fiscal Year
2020-2021
Fund
11 GEN FUND-FOR OP

# Accounting Purchase Order

Chickasha Public Schools  
 ADMINISTRATION/DISTRICT WIDE  
 900 W. CHOCTAW AVE  
 CHICKASHA OK 73018

PO No
2021-11-172
PO Date
8/21/2020

Ship To: Chickasha Public Schools  
 ADMINISTRATION/DISTRICT WIDE  
 900 W. CHOCTAW AVE  
 CHICKASHA OK 73018

Vendor No: 60514  
 To: AMERICAN RED CROSS  
 Training Services  
 25688 Network Place  
 Chicago IL 60673-1256

Amount
\$1,568.00
Date Requested
8/19/2020
Date Approved
8/21/2020
Requested By
CHELSEA INCE
Encumbered By
Kelly Hair
Approved By
Jennifer Stegman

Description: CPR renewal

Description	Vendor Item No	Qty	Unit Price	Extended Price
	Amount	Start Date		Classification
CPR training.		30.000	\$52.27	\$1,568.00
	668.00	4/23/2021		000-2132-619-000-0000-000-050
	420.00	4/23/2021		000-2132-619-000-0000-000-050
	60.00	4/23/2021		000-2132-619-000-0000-000-050
	420.00	4/23/2021		000-2132-619-000-0000-000-050



**ITEM OF CONSIDERATION**  
**Chickasha Public Schools**  
**Board of Education**  
**May 10, 2021**

**TOPIC:**

Annual Renewal of the Transition School-to-Work: Work Study Contract with Oklahoma Department of Rehabilitation.

**ADMINISTRATIVE RECOMMENDATION:**

Consent Agenda - Please approve - No changes made.

**RATIONALE FOR RECOMMENDATION:**

This contract will allow for students with disabilities to be employed by the school district in work-readiness training and work experience. The district will work with DRS to develop a work plan and seek reimbursement. We have not had a student participate in this program. It is our hope to implement this service as part of ICAP and transition. DRS has simplified the application process for students and families.

**FISCAL NOTE:**

District will be reimbursed for salaries.

**OPTIONS:**

1. Approve the policy revisions.
2. Not approve the policy revisions.
3. Request additional information.

**CONTACT PERSON:**

Pam Ladyman

Implemented: April 2020

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

It is time for all of the school districts that have a Transition School-to-Work: Work Study contract to sign a new contract for fiscal year 2022 (July 1, 2021 – June 30, 2022).

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](mailto: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, 2021 or after may not be provided until the Award of Contract has been issued.**

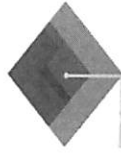
If you have questions about signing the contract, please communicate with Jim Kettler at the Oklahoma Department of Rehabilitation. His email address is [jkettler@okdrs.gov](mailto:jkettler@okdrs.gov) and his phone number is (405) 523-4812. For SWS contract content and service questions, contact Renee Sansom at [rsansom@okdrs.gov](mailto: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 and Renee at the above email addresses.

Thank you for your help in this matter.



Empowering Oklahomans with Disabilities



OKLAHOMA STATE DEPARTMENT OF  
**EDUCATION**  
— CHAMPION EXCELLENCE —

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 Skill Gains, Vocational Rehabilitation / Services to the Blind and Visually Impaired (VR/SBVI) counselors need to obtain copies of students' secondary transcripts with parent consent (if student is under 18) or student consent (if student is over 18, unless parent has guardianship).

The Oklahoma State Department of Education Special Education Services (OSDE-SES) and DRS are requesting that the Local Education Authority (LEAs) collaborate with their local VR/SBVI counselors to establish procedures to assist VR/SBVI 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/SBVI counselors have shared:

1. The VR/SBVI counselor obtains DRS signed releases from parents (see example) and provides the school with copies of them. Then the VR/SBVI counselor gets the students' transcripts from the counselor's office or special education teacher.
2. The VR/SBVI 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/SBVI counselor at the end of each semester with the School Work Study (SWS) time sheets.
3. The VR/SBVI 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 have 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  
Transition Coordinator  
405-951-3488  
[rsansom@okdrs.gov](mailto:rsansom@okdrs.gov)

Lori Chesnut  
Program Specialist  
405-521-4802  
[lori.chesnut@sde.ok.gov](mailto:lori.chesnut@sde.ok.gov)

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

This agreement, consisting of fourteen (14) pages (the "Contract"), is hereby made between the Oklahoma Department of Rehabilitation Services ("DRS") and

**Chickasha Public Schools  
900 W. Choctaw  
Chickasha OK 73018-2213**

("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, O.A.C. 612: 10-7-240–249, and by the State Plan for Vocational Rehabilitation Services 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, 2021, whichever is the latter, through June 30, 2022. The Contract may be renewed for two additional one-year periods upon written agreement of the DRS and the Contractor.

## **II. Contract Services**

DRS clients preauthorized to participate in Work Study may do so for **no more than 24 cumulative months**, as approved on an individual basis by the DRS counselor. The months do not need to be consecutive. Based on individual needs and barriers due to disability, there may be exceptions where the client 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 Contractor agrees to provide designated staff time for performing the needed duties related to transition. The Contractor 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 1<sup>st</sup>.

The maximum number of hours worked per student that's reimbursable by the DRS cannot exceed 15 cumulative hours per week during the school year. The maximum number of hours worked may exceed 15 cumulative hours per week for summer work only when pre-approved by the DRS counselor. The student can work a maximum of 20 cumulative hours per week during the summer. 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 Contractor must ensure that students have access to a wide variety of work/job types and must also ensure the Contractor 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.

- *Custodial/bus barn:* learning simple maintenance of School vehicles, detailing School vehicles.
- *Manager of sports teams:* scheduling, scorekeeping, ordering, inventory maintenance, hauling, moving.
- *Teacher's Aid/Assistant:* reading to groups of or individual children, cleaning, organizing, grading, designing bulletin boards.
  
- *Office Assistant:* Making ID badges, taking photos for badges, using a camera, laminating, answering phones, taking phone messages, greeting visitors and directing to locations, data entry, filing.
- *Information Technology Assistant:* use compressed air to clean computers and keyboards, replace batteries, replace mice, clean monitors, conduct virus scans, clean out old hard drives, organizing, inventory maintenance, stocking, ordering.

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

The final 9 months of their Work Study must be outside the school/district and **in the community** (unless approved by the DRS counselor in special circumstances).

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 or Work Site Learning beyond their last day of high school.

## **Students eligible to participate include those DRS transition students:**

- 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 case;
- with an individualized plan for employment (IPE) in place;
- with SWS as a line of service on the IPE;
- who are at least 16 years of age; and
- who are attending 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. Work Site 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)**.

If a student is utilizing the Employer Work Study, the two Work Study options through DRS should not be utilized.

### **C. Contractor's/School's Obligations**

The designated teacher/transition coordinator(s) shall:

1. be knowledgeable about the contents and requirements of the Contract.
2. obtain written preauthorization from the DRS counselor before initiating services for students (i.e., not starting the 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;
  - e. self-advocacy, including peer mentoring.
6. assist with job placement and regular follow-up on the students' progress.
7. complete the DRS Student Case Sheet for each client prior to participation in DRS services to ensure eligibility and other essential dates of the case.
8. maintain an updated copy of the DRS Student Case Sheet in each client's folder.
9. work with the DRS counselor to maintain a list of all authorized participating students, the place of employment, job title, and tasks learned or practiced, at least one time per semester or updated as new students join or jobs/job duties change.
10. 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.
11. document such transition services or Pre-Employment transition services provided and completed by participating students.
12. provide such documentation to the DRS counselor at the end of each semester.
13. submit by the 15<sup>th</sup> of the following month (or whenever payroll is run by the School for their payment cycle), at the same time, 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 or Work Site Learning. and
14. ensure the electronic copy of the contract is routed to the appropriate person for signature and returned electronically to DRS.

If claiming mileage reimbursement for teacher/transition coordinator travel to/from job sites of DRS clients, submit monthly itineraries and travel claims, which are each signed and verified by the school district superintendent.

#### **D. DRS's Obligations**

The DRS counselor shall:

1. provide teacher/transition coordinators written preauthorization prior to initiation of services for each student approved to work.
2. accept referrals, process applications, and assist with the coordination of the IEP and the IPE and offer input to the IEP employment goals.
3. serve as a member of the IEP team and make decisions for job placement as a team.

4. organize his or her work schedule in order to be available to confer with the School personnel, the students in the program, parents, employers and other partners in the process.
5. arrange and provide services as needed, including vocational evaluations, and counseling and guidance.
6. provide upon request teacher/transition coordinators blank copies of the DRS Student Case Sheet.
7. provide teacher/transition coordinators updated information (as available) as requested.
8. assist with job placement and regular follow-up on the students' progress.
9. work with the School staff/teachers to maintain a list of all authorized participating students, the place of employment, job title, and tasks learned or practiced, at least one time per semester or updated as new students join or jobs/job duties change.
10. regularly monitor students at job sites.
11. ensure the school/district is submitting monthly time sheets, progress reports, proof of payment to students, and documentation of transition services or Pre-Employment Transition Services (as completed).
12. provide reimbursement for the wages of students participating in School Work Study and Work Site Learning. and
13. provide mileage reimbursement at the state rate for teacher coordinator travel to/from job sites of DRS clients participating in School Work Study and Work Site Learning.

## **E. Student Wage**

1. The DRS and the Contractor 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 Contractor agrees to deduct state and federal income tax from wages paid to the student.** The Contractor 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 Contractor 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 Contractor 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 at which the employee is 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)(l). **At the end of the calendar year, students are to be provided with a W-2, Wage and Tax Statement, and not a 1099-Misc Form for Independent Contractors.**

3. For the School to be reimbursed for the student’s wage, the student must have a trial work plan and/or an Individualized Plan of Employment (IPE) with the Oklahoma Department of Rehabilitation Services, and be participating in School Work Study or Work Site Learning. **Additionally, the School must have received in writing preauthorization for students to begin working before payments will be issued.**

### **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 students 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 client who:

- \* Is going to participate in School Work Study or Work Site Learning;
- \* Is at least 18 years of age; and
- \* Who 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 work study hours that are not preapproved in writing by the DRS counselor.**

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.

All students who are placed in the Transition Work Study program must be active Vocational Rehabilitation (VR) or Services for the Blind and Visually Impaired (SBVI) clients and have a trial work plan and/or an IPE in place in order for the school/district to be reimbursed for wages paid through School Work Study or Work Site Learning, or for the student to participate in Employer Work Study.

### **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.

### **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 shall be required to maintain all records for three (3) years after the DRS makes final payment and all other pending matters are closed.

### **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. 58<sup>th</sup> 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, or if applicable, no 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.

## **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 25 O.S. §1313, and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312, and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](http://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.



STATE OF OKLAHOMA  
DEPARTMENT OF REHABILITATION SERVICES  
WORK PLAN

**Chickasha Public Schools**

VENDOR

Contract Number

**Keith Tampkins**

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

The contract monitor has been assigned the following duties:

1. Act as liaison for the contract.
2. Monitoring to insure that services are pre-authorized.
3. Monitoring the services provided through this contract.
4. Insuring the field staff are receiving, reviewing, and approving claims, and when required, submitting to DRS State Office for payment.
5. Periodically reviewing interim reports, or other indications of past performance through contact with field staff and/or vendors.
6. Monitoring vendor compliance with the requirements and specifications of the contract.
7. Complete a Professional Services Evaluation.
8. Receive and review vendor complaints, and forward them to the Contracts Unit.

All information pertinent to this contract, ie, original contract copies, addendums, revisions, vendor correspondence, evaluations, reports, audits, compliance reviews, and staff comments regarding service provision, except for client evaluations and reports, will be maintained in the Central Repository located in the Contracts Section of the Department of Rehabilitation Services. All evaluations and reports related directly to a client will be filed in the client's case file. Documentation will be made available for review upon request by the Department of Central Services. Copies of claims will be maintained in the Finance Unit of the DRS, and confidential client information will be maintained in the 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.

**Signature:**

**Email:** blewis@okdrs.gov

**ITEM OF CONSIDERATION**  
**Chickasha Public Schools**  
**Board of Education**  
**May 10, 2021**

**TOPIC:**

Annual Renewal of Services for EduSkills

**ADMINISTRATIVE RECOMMENDATION:**

Consent Agenda Item - Please approve

**RATIONALE FOR RECOMMENDATION:**

This is an annual agreement. We send them every Home Language Services form. They determine who we should screen. They track all documents. We use them for ELAP plans (English Language Annual Plans) and documenting progress monitoring. They assist us in annual accreditation reports. Their service is invaluable. They are quick to respond to all questions and requests for help.

**FISCAL NOTE:**

Service Fee Estimate \$6,975 annually. This cost has remained the same. No increase.

**OPTIONS:**

1. Approve the policy revisions.
2. Not approve the policy revisions.
3. Request additional information.

**CONTACT PERSON:**

Pam Ladyman

Implemented: April 2020



## RENEWAL OF SERVICES NOTICE FOR EDUSKILLS

Dear Pam

As the challenging 2021-22 school year draws to a close, I want to personally thank you for your continued partnership with EduSkills in our joint effort to enhance and strengthen the education of your EL students.

Some of the major benefits of this collaboration our clients have shared are:

- Maximize funding for most districts using the HLS service
- Easy automation of required learning plans and instructional guidance.
- Scorecard for teacher reporting related to former EL progress monitoring.
- Time savings for clerical, administration and teachers in finding needed information.
- And much more!

In the coming 2021-22 school year we will be enhancing our services in many ways, here are a few:

- Enhanced reporting related to **ELAP Progress** and for calculating EL student growth
- Parent Access to necessary documents
- WIDA exit criteria for Kindergarten students
- EL language proficiency and state testing data transfer for transfer students
- Newly designed and reorganized reporting features.
- New features for teachers
- **Kick-off Update and Training** professional development meetings prior to the start of the 2021-22 school year.

Following is a summary of your Renewal of Services based on the 2020-21 agreement. If you would like to add new services, please call me, and we will send you an updated quote. We will accept PO's issued before or after June 30, 2021 and will initiate billing for the service period after receiving an updated PO.

### 2021-22 Service Fee Estimate

\$6,975

Thank you for being such a great partner! We look forward to working with you and your district next year. Have a great Summer!

If you have any questions or would like to discuss this notice or new and additional services, feel free to call me at (405) 315-8268.

Taylor

President, EduSkills

**ITEM OF CONSIDERATION**  
**Chickasha Public Schools**  
**Board of Education**  
**May 10, 2021**

**TOPIC:**

**Annual Renewal of contract with Visual Senses, Nikki Keck**

**ADMINISTRATIVE RECOMMENDATION:**

Consent Agenda - Please Approve

**RATIONALE FOR RECOMMENDATION:**

The District has contracted with Nikki Keck and Visual Senses a number of years. Nikki provides services and resources to assist our students with visual impairments. I have the utmost respect for Nikki and the services she provides.

**FISCAL NOTE:**

Stated in contract. Her cost of services has not increased in the past 6 years that I have been back in the district.

**OPTIONS:**

1. Approve the policy revisions.
2. Not approve the policy revisions.
3. Request additional information.

**CONTACT PERSON:**

Pam Ladyman

Implemented: April 2020

## **Contract Agreement**

This agreement is established between Chickasha Public Schools and Visual Senses (a consulting firm owned by April "Nikki" Keck), educational consultants. It is mutually agreed that Chickasha Public Schools will pay Nikki Keck for specialized services as follows:

Consultation and assistance to educational staff with duties relating to the provision of special education for students who present a visual impairment – such services may include, but not be limited to, the review and study of education/confidential records, participation in IEP meetings and other staffings, completing of forms/reports, classroom observations, functional assessments, direct intervention, procurement of materials, assistive technology recommendations, team member contact, progress monitoring of student programs, and Orientation and Mobility training/consultation.

***The fee for these services is agreed upon at \$75 per hour with time billed at 15 minute minimums. Fees are calculated from starting points of origin to site of service (Chickasha) and return to point of origin.***

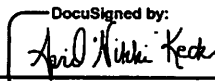
To achieve these purposes, the following general provisions apply:

1. The scope of these services will be determined by the LEA team.
2. Consultation may include review of/access to individual student records as deemed necessary by the LEA team. Nikki Keck and any affiliations hereby agree to abide by all state and federal laws and district policies regarding confidentiality and other procedural safeguards.
3. A monthly itemized billing will be furnished by Nikki Keck to Chickasha Public Schools following rendering of services. **Payment shall be remitted within 30 days of date of statement to Nikki Keck, PO Box 204, Blanchard, OK 73010.**
4. If scheduled meetings or consults are canceled for any reason, a reasonable notice of 24 hours must be given to Nikki Keck or servicing consultant. A one hour minimum plus drive time will be charged for lack of notice.
5. This agreement may be modified at any time by mutual consent of both parties. Services may be canceled by either party, if a request is put in writing, giving thirty (30) day notice.
6. Chickasha Public Schools declares that there are no current litigations, due processes, or any other legal actions involving any of the current students being served with a visual impairment that Nikki Keck and/or Visual Senses consultants will be servicing.
7. This agreement becomes effective when the proper signatures are affixed below.

***This agreement shall expire on June 30, 2022 unless review and renewed by both parties prior to that date.***

\_\_\_\_\_  
**Authorized Representative**

**Chickasha Public Schools**

DocuSigned by:  


\_\_\_\_\_  
**Nikki Keck, TVI, COMS**

**Certification # 187290 EXP: 6/30/2023**

**National O&M # 4086 EXP: 9/30/2021**

\_\_\_\_\_  
**Date**

4/21/2021

\_\_\_\_\_  
**Date**

**ITEM OF CONSIDERATION**  
**Chickasha Public Schools**  
**Board of Education**  
**May 10, 2021**

**TOPIC:**

**Annual Renewal of Occupational Therapy Services Contract with Mary White, OTR/L**

**ADMINISTRATIVE RECOMMENDATION:**

Consent Agenda - Please approve

**RATIONALE FOR RECOMMENDATION:**

The District has contracted with Mary White to provide OT testing and services for a number of years. Her staff provides quality services and resources for our students and their families. I respect their expertise and services.

**FISCAL NOTE:**

Cost is noted in the contract. Her cost for services has not increased in the past six years that I have been back in the district.

**OPTIONS:**

1. Approve the policy revisions.
2. Not approve the policy revisions.
3. Request additional information.

**CONTACT PERSON:**

Pam Ladyman

Implemented: April 2020

## Occupational Therapy Services Contract

This agreement is made this   1st   day of   July  , 2021 by and between Mary White, OTR/L (“the Provider”) and Chickasha Public Schools (“the Facility”).

### **Now, the parties agree as follows:**

The Provider shall make qualified therapists available to the Facility at all times on an as-needed basis to provide occupational therapy services to the Facility’s students.

### **Duties and obligations of the Provider:**

**Services:** The Provider shall provide services to the Facility’s students who request that services be furnished by the Provider. Services will be provided by qualified therapists under the terms and conditions of this agreement and in accordance with any and all applicable requirements of federal and state laws, rules and regulations. All services rendered by the Provider hereunder shall be in accordance with the *conditions* of participation and reimbursement coverage requirements imposed by applicable governmental and other third party reimbursement sources. The Provider shall commence rendering services pursuant to this agreement as set forth in the schedule(s) attached hereto.

**Qualifications:** Provider warrants that Provider(s) has all the necessary qualifications, certifications and/or licenses pursuant to Federal, State and local laws and regulations to provide the services required under this agreement and that evidence of qualifications can be produced as required for audit purposes. All services are provided pursuant to accepted Standards of Practice for the profession.

**Conferences and Training:** The Provider (s) rendering services at the Facility shall participate in staff meetings and conferences in accordance with the Facility’s policies for the purpose of discussing the Facility’s student plans of treatment generally, and common student treatment problems or issues. In addition, the Provider(s) rendering services at the Facility shall be advise with due diligence and participate in appropriate in-service educational training programs developed by the IEP for occupational therapy services.

**Record Maintenance:** The Provider shall provide and maintain written documentation on the individual student’s charts regarding treatment, progress and evaluations in accordance with requirements of the Facility and of federal and state governmental agencies or other third party reimbursement sources. The Provider shall upon request make available for the Facility’s inspection of such records as maintained by the Provider for the Facility’s students. The provider(s) will be given unlimited access to for which any documentation of services, progress and evaluation results are required to meet state and federal guideline of the individual’s IEP.

### **Duties and obligations of the Facility:**

**Billing:** Unless otherwise required by applicable federal or state laws, rules or regulations the Facility shall be solely responsible for billing patients and/or their respective government or third party reimbursement sources for services provided to the students by the Provider(s).

**Record Maintenance:** The Facility shall have primary responsibility for maintaining all student records. The Facility shall make available to the Provider(s) for review and inspection, upon request, individual student treatment and educational records necessary for the proper evaluation, screening, and treatment of, and provision of services to, such student. The Facility shall be responsible for alerting the Provider(s) to any and all federal, state, and local regulations pertaining to the confidentiality of student records. The Provider(s) agree to respect and abide by such regulations.

**Compensation:**

**Fee Schedule:** The Facility shall compensate the Provider for services rendered to the Facility's students on a fee-for-service basis in accordance with the fee schedule set forth on the attached fee schedule(s). The Provider shall not bill any student or parent, governmental or other third party reimbursement source for services rendered to a student pursuant to this agreement, except as may be required by applicable federal, state and local law, rules or regulations.

**Invoices:** The Provider(s) or their representative shall submit an invoice to the Facility prior to the regularly scheduled school board meeting. An invoice shall state: (a) the name(s) of the Provider(s), (b) the charges applicable for each service (c) name of students and (d) date services were provided. The Facility shall remit payment in full no later than 30 days after invoice date.

**Denial of payment by reimbursement sources:** The Facility shall be required to compensate the Provider(s) for each service rendered to a Facility's student notwithstanding the refusal by a governmental or any other third party reimbursement source to pay the Facility for such service.

**Term, termination:**

**Term:** The term of this agreement shall commence as of the date hereof and shall continue in full force and effect for an initial term of one year or until June 30, 2022.

**Termination:** This agreement may be terminated by either party upon thirty (30) days prior written notice to the other party.

**Insurances:**

The Provider(s) shall submit to the Facility prior to the date the Provider(s) commences performing under this agreement a policy or certificate or insurance indicating that the Provider(s) has appropriate coverage for any acts of professional malpractice committed at the Facility by the Provider(s).

**Confidentiality, restrictions:**

**Confidentiality:** The Facility and the Provider(s) hereby further agree to hold all provisions of the agreement in confidence and to refrain from disclosing any such provisions to any third party unless already publicly known or unless such disclosure is required by law. Facility and Provider(s) agree to abide by the Oklahoma Open Record Act.

**Independent contracting parties:**

This agreement is an independent contract between the Facility and the Provider. Neither party shall be construed in any manner whatsoever to be an employee or agent of the other, nor shall this agreement be construed as a contract of employment or agency.

**Access to Records:**

Until the expiration of four (4) years after the furnishing of services pursuant to this agreement, the Provider agrees to make available, upon receipt of written request from the Secretary of Health and Human Services or the US Comptroller General or any of their duly authorized representatives, this agreement, books, documents and records of the Provider that are necessary to certify the extent of costs incurred by the Facility under this agreement.

**Compliance with Title VI of the Civil Rights Act of 1964:**

The Facility and the Provider(s) agree to be in full compliance with Title VI of the Civil Rights Act of 1964 (PL 88-352) and all requirements imposed by and pursuant to the regulations of the US Department of Health and Human Services issued pursuant to that Title, so that no person in the United States of America shall, on the grounds of race, color, handicap or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity provided by the Facility or the Provider.

**Miscellaneous:**

**Indulgences, et cetera:** Neither the failure nor any delay on the part of any party to exercise any right, remedy, power or privilege (“right”) under this agreement shall operate as a waiver thereof. Nor shall any single or partial exercise of any right preclude any other or further exercise of the same or of any other right, nor shall any waiver of any right with respect to any occurrence be construed as a waiver of such right with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

**Facility and Provider certify that:**

No federal appropriated funds have been paid or will be paid, by or on behalf of either 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

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 contract, grant, loan or cooperative agreement, Facility and/or Provider shall complete and submit Standard Form LLL “Disclosure Forms to Report Lobbying” in accordance with its instructions.

No counselor, teacher, or other employee of Facility nor any Facility board member, has solicited, taken, retained, or received any money, property, or thing of value from Provider, or any employee or agent of Provider, for referring students to Provider. Neither Provider, nor any employee or agent of Provider has offered, tendered to pay, or delivered any money, property, or thing of value to any counselor, teacher or other employee of Facility or Facility board member as a fee for referring students to Provider.

**Notices:** All notices, requests, demands and other communications required or permitted under this agreement shall be in writing and shall be deemed to have been duly given, made and received when personally delivered or upon actual receipt of registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below.

**Provider:**

Mary White, OTR/L  
Occupational Therapist Registered/Licensed  
OK Lic. # 1109  
NBCOT National Board Certification in Occupational Therapy Certification #1047053  
HPSO Healthcare Providers Services Organization Medical Liability Insurance # 01009397

**Facility: Chickasha Public Schools, 900 W Choctaw Chickasha, OK 73018 405-222-6500**

**Entire agreement:**

This agreement and the schedules(s) hereto contain the entire understanding between the parties hereto with respect to the subject matter, and supersede all prior and contemporaneous agreements and understanding, inducement or condition, express or implied, oral or written; except as herein, neither this agreement nor the attached schedules maybe modified or amended other than by an agreement in writing.

**Schedules:**

All schedules exhibits, and addenda attached hereto are hereby incorporated by reference into, and made a part of this agreement.

In witness whereof, the parties have executed and delivered this Agreement on the date first above written.

The Provider:

Electronically Signed By:

Mary White  
DBA: ABC Occupational Therapy  
Occupational Therapist  
April 19, 2021

The Facility:

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

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

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

## Schedule A

### **FEE SCHEDULE – Occupational Therapy Services**

Facility agrees to pay for occupational therapy services performed for students on the following basis, as determined by agreement of the parties. Charges shall be based on hours of service as set forth below:

Any and all occupational therapy services, including but not limited to: evaluations and treatments at \$ 4900.00 each month for twelve months for services provided by the COTA/L and \$55.00 per hour for services provided by the OTR/L.

The therapist's billable time, includes direct and indirect student care, planning for treatment to include but not limited to documentation, treatment session, consultation with any of the student's IEP team members, set-up, clean-up, preparation for treatment, evaluation, screening, assessments, score and interpret and preparation of reports. **Mileage to and from district is not considered billable time and will not be charged.**

The Provider may change the schedule of charges set forth above at any time on not less than 30 days notice to the Facility. If the Facility objects to such increase and the Provider and the Facility cannot otherwise reach an agreement, notification of such an increase shall constitute "cause" for purposes of termination of the agreement.

Service commencement date: July 1, 2021.

**ITEM OF CONSIDERATION  
Chickasha Public Schools  
Board of Education  
May 10, 2021**

**TOPIC:**

Annual Renewal for Physical Therapy Services, Carla Garling, RPT

**ADMINISTRATIVE RECOMMENDATION:**

Consent Agenda - Please approve

**RATIONALE FOR RECOMMENDATION:**

Carla Garling has provided our Physical Therapy evaluations and services for a number of years. Carla and I first worked together in the early 1990's. Carla and her staff provide quality services including but not limited to evaluations, direct services and resources for our students and their families. I trust Carla and her recommendations.

**FISCAL NOTE:**

Costs are identified in her contract. There has not been an increase in the cost of services during the past six years.

**OPTIONS:**

1. Approve the policy revisions.
2. Not approve the policy revisions.
3. Request additional information.

**CONTACT PERSON:**

Pam Ladyman

Implemented: April 2020

## **PHYSICAL THERAPY CONTRACT SERVICES AGREEMENT**

This agreement is made and entered into as the \_\_\_\_\_ day of \_\_\_\_\_ 2021 by and between **Chickasha Public Schools** and **Carla Gill-Garling, Registered Physical Therapist**.

WHEREAS, THE Chickasha Public Schools and Carla Gill-Garling, R.P.T. desire to enter into a written agreement setting forth the terms of the contract relationship between them,

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. **Duties of Physical Therapist**: The Physical Therapist shall perform physical therapy duties for the children identified through evaluation, upon referral, who reside in or are eligible to attend the Chickasha Public Schools. Frequency of service and amount of time for each shall be determined through the I.E.P. team of which the Physical Therapist is a member. The Physical Therapist shall provide and maintain written documentation regarding evaluations, individual treatment sessions, and progress reports in accordance with all federal and state governing agencies, Chickasha Public School's policies, and third party reimbursement sources, and shall devote such skill and experience towards the performance of these duties as may be required. The Chickasha Public Schools agree to provide both space and equipment for the service.
2. **Contract Relationship Between Parties**: Chickasha Public Schools and the Physical Therapist agree and understand that the relationship between them is based on contract only and is not an employer/employee relationship. The Chickasha Public Schools acknowledges that it has no right to control the means and methods by which

the Physical Therapist performs her duties, so long as those means and methods constitute sound, prudent, and professional physical therapy practices. The Physical Therapist has the duty to report any income received pursuant to this Agreement for local, state, and federal income tax purposes and for all other tax purposes, and to report any withholding, Social Security, federal unemployment, or any other taxes which may be payable arising out of its relationship with the Chickasha Public Schools. Chickasha Public Schools will be responsible for alerting the Physical Therapist to any and all federal, state, and local regulations pertaining to the confidentiality of student records. The Physical Therapist agrees to abide by such regulations. The Agreement and Contract shall be governed by the laws of the State of Oklahoma and is subject to the provisions of the Oklahoma Constitution.

3. Compensation: As compensation for the Physical Therapist's services hereunder, the Chickasha Public Schools shall pay Carla Gill-Garling, R.P.T. the sum of \$55.00 per hour for duties performed or the sum of \$47.50 per hour for duties performed by a licensed physical therapy assistant, whom is subcontracted through the Physical Therapist. The Physical Therapist will be responsible for overseeing the duties performed by one physical therapy assistant. Duties performed include: direct student care, evaluations, and documentation of evaluations and treatments provided. The Physical Therapist will submit an invoice for reimbursement of duties performed by the last working Friday of each month. Payment will follow the monthly board meeting.
4. Term: The term of this Agreement shall be for the school year 2021-2022 commencing on July 1, 2021 and ending on June 30, 2022. This Agreement may be

terminated by either party for any reason with a two-week written notification by certified mail with the two-week notification beginning upon receipt by the receiving party.

5. Insurance: During the term of this Agreement, Chickasha Public Schools will not provide accident or health insurance to the Physical Therapist nor any other fringe benefits. The Physical Therapist will provide her own professional liability or malpractice insurance in such amounts as are satisfactory to the Chickasha Public School.

This Agreement is executed, in duplicate, with each acting as an original on the day and year first written above.

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Special Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carla Gill-Garling, R.P.T.  
P.T. # 1603

\_\_\_\_\_  
Date

# Student Teaching Affiliation Agreement Between GCU and Chickasha Public Schools

- PARTIES:** This agreement is entered into on this 13th day of April by and between Grand Canyon University (GCU) and Chickasha Public Schools located at 900 W Choctaw Ave, Chickasha, OK 73018. Hereafter referred to as the "District."
- PURPOSE:** The purpose of this non-exclusive Agreement is to establish the terms and conditions under which students of GCU may participate in Student Teaching Internships, Practicum and Observations at the schools located in the District.
- TERM:** The term of this Agreement begins 4/13/2021 and ends 6/1/2022.
- COMPLIANCE WITH HANDBOOK AND POLICY:** GCU and GCU's participating students shall comply with all policies of the University and District. Students accepted to the District for clinical training shall be subject to all applicable policies and regulations of the District and GCU. Prior to assignment of students to the District, GCU will advise students of any specific requirements that must be met to participate in the clinical. These specific requirements are outlined in GCU's student teaching manual. Failure to complete the requirements will result in non-placement of students.
- COOPERATING TEACHERS:** The District shall provide qualified Cooperating Teachers to provide oversight, feedback and mentoring to GCU's participating students. Quality standards and service expectations for Cooperating Teachers are outlined in Exhibit A. GCU shall pay a \$500 stipend to Cooperating Teachers per each sixteen (16) week session of full-time service. Longer or shorter assignments will be assessed on a pro-rated basis. Compensation will not be provided for practicum courses. The stipends contemplated herein \_\_\_\_\_ are to be paid directly to the Cooperating Teacher. Should stipends be a lesser amount than those of the district, the participating student shall pay the difference \_\_\_\_\_. Stipend will be paid upon the completion of the student teaching semester providing all paperwork has been submitted. The relationship between Cooperating Teachers and GCU shall be that of an independent contractor and shall not be deemed to be that of an employer-employee relationship, joint venture, or partnership. Cooperating Teachers shall be solely responsible for the payment of his/her own state and federal income tax and self-employment tax as applicable.
- CONFIDENTIALITY:** GCU shall inform each participating student of Federal law governing the confidentiality of District student information, including FERPA. The District shall inform each participating student of any applicable state law governing the confidentiality of student information. The District shall also inform each participating Cooperating Teacher that he/she is bound to maintain in confidence, any documents or other confidential information about GCU to which he/she might have access. Any breach of confidentiality by a participating Student or Cooperating Teacher shall be grounds for immediate termination of the clinical experience.
- INDEMNIFICATION AND HOLD HARMLESS:** Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. The District will provide participating students with immediate first aid for work-related injuries or illnesses, such as blood or body fluid exposure.
- ASSIGNMENT:** The provisions of this agreement shall insure to the benefit of, and shall be binding upon the successors of the parties hereto. Neither this agreement nor any of the rights or obligations here under may be transferred or assigned without prior written consent of the other party.
- NOTICES:** Notices under this agreement shall be mailed or delivered to the parties as follows:  

University Dr. Kimberly LaPrade Dean, College of Education Grand Canyon University 3300 W. Camelback Road Phoenix, Arizona 85017	Chickasha Public Schools
---	--------------------------
- MODIFICATION OF AGREEMENT:** This agreement may be modified only by written amendment executed by all parties.
- TERMINATION:** Either party, upon thirty (30) days written notice to the other party, may terminate this agreement.

12. **PARTNERSHIP/JOINT VENTURE/EMPLOYMENT:** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties.
13. **NONDISCRIMINATION:** The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000 e).

14. **RESPONSIBILITIES OF GCU**

- A. To promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, to take prompt and effective remedial action when discrimination or harassment is found to have occurred and to promptly notify the District of the existence and outcome of any complaint of harassment by, against or involving any participating student.
- B. GCU agrees to comply with all federal, state and local statutes and regulations applicable to the operation of the Agreement, including without limitations, laws relating to the confidentiality of student records.
- C. GCU requires that all students who must enter a FIELDWORK SITE provide us with a current and clear copy of a background check. Students will be prohibited to move forward until this document is received.
- D. GCU will maintain in full force and effect, at its sole expense and written by carriers acceptable to District:

i. Commercial General Liability (Minimum Requirements):

Limits of Liability:

- \$1,000,000 Combined Single Limit
- \$2,000,000 General Aggregate
- \$1,000,000 Products Aggregate
- \$1,000,000 Personal Injury
- \$5,000 Medical Payments

Coverage:

- Premises/Operation Liability
- Medical Payments Liability
- Contractual Liability
- Personal Injury Liability
- Independent Contractors

ii. Professional Liability, as related to Educational Services

Limits of Liability:

- \$1,000,000 each wrongful act
- \$1,000,000 aggregate

iii. Certificates of Insurance:

In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

Grand Canyon University

By: Dr. Kimberly LaPrade  
(Signature)

Name: Dr. Kimberly LaPrade

Title: Dean, College of Education

Date: 4/13/2021

By: Seth Meier  
(Signature)

Name: **Seth Meier**  
(Please print or type)

Title: Executive Director of Curriculum and Personnel  
(Please print or type)

Date: 04/14/2021

## **Lease between the Chickasha Public Schools and Washita Valley Community Action Council**

### **Building #1**

THIS LEASE, made this 1st day of July 2021, by and between the Chickasha Public School District No. I-1 of Grady County Oklahoma, of the first part, and the Washita Valley Community Action Council of the second part.

Witnessed, That said first party in consideration of the covenants and agreements hereinafter set forth, does by these presents demise, lease and let unto the second party, the following described property situated in the County of Grady, State of Oklahoma, to wit:

The West Elementary School Building #1, 1000 Minnesota Avenue in the City of Chickasha for the purpose as follows: (a.) the administrative office of the second part

TO HAVE AND TO HOLD the same unto the second party from the 1<sup>st</sup> day of July, 2021 to the 30<sup>th</sup> day of June 2022, and second party in consideration of the premises herein set forth agrees to the keeping of mutual covenants and provisions contained herein, which include the right to utilize, renew and extend this lease for an additional year at a time upon annual review by the first party, with the stipulation that the first party can void the lease if the program of the public schools dictates the use of the building for any other purpose. The first party will give a 90-day notice to the second party, except in case of a natural disaster, would require immediate possession.

It Is Further Agreed:

1. The second party will be responsible for rent in the amount of \$1,000.00 per month for building #1.
2. That the second party shall not assign this lease or underlet said premises or any part thereof, without previous consent in writing of the first party;
3. That at the expiration of this lease, or sooner determination therefore the second party shall give peaceable possession of the premises to the first party in as good condition as they now are, the usual wear and tear and damage by fire or other unavoidable casualty excepted;
4. That upon the failure of the second party to comply with the terms and conditions of this lease, the first party may declare this lease thereby ended and determined, and re-enter and take possession of the premises, and notice of such election and demand possession are hereby waived;
5. That this lease shall not be considered renewed except by agreement of the parties hereto;
6. That the first party will carry property insurance on the building and maintain the structure of the building with the following conditions:
  - a. Second party will mow, trim and edge property;
7. That the second party will be responsible for payment of all utilities, daily maintenance, proper supervision and security of building #1, roof repair due to leakage, repair of sewer, gas lines, water lines, HVAC and fire control system;
8. That no remodeling may be done or improvements or alterations made thereon which would affect the structure of the building without the approval of the first party;
9. The first party will not be liable for any claims due to incidents or activities connected with the various programs of the second party occupying building #1.

10. WVCAC retains liability insurance for building #1.

IN WITNESS WHEREOF, the parties hereto set their hands the \_\_\_\_ day of \_\_\_\_\_, 2021.

EXECUTED on this \_\_\_\_ day of, 2021.

LESSOR:

CHICKASHA INDEPENDENT SCHOOL

DISTRICT NO. 1 GRADY COUNTY, OKLAHOMA

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

Superintendent

(SEAL)

ATTEST:

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

Clerk

LESSEE;

WASHITA VALLEY COMMUNITY ACTION COUNCIL

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

Executive Director

(SEAL)

ATTEST:

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

Notary

Lease between the Chickasha Public Schools and Washita Valley Community Action Council

Building #2

THIS LEASE, Made this 1<sup>th</sup> day of July, 2021, by and between the Chickasha Public School District No. I-1 of Grady County Oklahoma, of the first part, and the Washita Valley Community Action Council of the second part.

Witnessed, That said first party in consideration of the covenants and agreements be hereinafter set forth, does by these present demise, lease and let unto the second party, the following described property situated in the County of Grady, State of Oklahoma, to wit:

The West Elementary School Building #2, 1000 Minnesota Avenue in the City of Chickasha for the purpose as follows:

(a.) Conduct the Chickasha Head Start and Early Head Start Program

TO HAVE AND TO HOLD the same unto the second party from the 1<sup>st</sup> day of July, 2021 to the 30<sup>th</sup> day of June 2022, and second party in consideration of the premises herein set forth agrees to the keeping of mutual covenants and provisions contained herein, which include the right to utilize, renew and extend this lease for an additional year at a time upon annual review by the first party, with the stipulation that the first party can void the lease if the program of the public schools dictates the use of the building for any other purpose. The first party will give a 90-day notice to the second party, except in case of a natural disaster, would require immediate possession.

It Is Further Agreed:

1. That the second party will not be charged rent for building #2.
2. That the second party shall not assign this lease or underlet said premises or any part thereof, without previous consent in writing of the first party;
3. That at the expiration of this lease, or sooner determination therefore the second party shall give peaceable possession of the premises to the first party in as good condition as they now are, the usual wear and tear and damage by fire or other unavoidable casualty excepted;
4. That upon the failure of the second party to comply with the terms and conditions of this lease, the first party may declare this lease thereby ended and determined, and re-enter and take possession of the premises, and notice of such election and demand possession are hereby waived;
5. That this lease shall not be considered renewed except by agreement of the parties hereto;
6. That the first party will carry property insurance on the building and maintain the structure of the building with the following conditions;
  - a. Second party will mow, trim and edge property
7. That the second party will be responsible for payment of all utilities, daily maintenance, proper supervision and security of building #2, roof repair due to leakage, repair of sewer, gas lines, water lines, HVAC and fire control system;
8. That no remodeling may be done or improvements or alterations made thereon which would affect the structure of the building without the approval of the first party;

9. The first party will not be liable for any claims due to incidents or activities connected with the various programs of the second party occupying building #2.

10. WVCAC retains liability insurance on building #2.

IN WITNESS WHEREOF, the parties hereto set their hands the \_\_\_\_ day of \_\_\_\_\_, 2021.

EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

LESSOR:

CHICKASHA INDEPENDENT SCHOOL

DISTRICT NO. 1 GRADY COUNTY, OKLAHOMA

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

Superintendent

(SEAL)

ATTEST:

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

Clerk

LESSEE;

WASHITA VALLEY COMMUNITY ACTION COUNCIL

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

Executive Director

(SEAL)

ATTEST:

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

Notary



## COMPREHENSIVE EMPLOYMENT SERVICE AGREEMENT

This Service Agreement is made this \_\_\_ day of \_\_\_\_\_, 2021, by and between Chickasha Public Schools (hereafter, "School") and Oklahoma State School Boards Association Employment Services Program (hereafter, "OSSBA ES").

The Board of Education of the School has voted to join the OSSBA Employment Services Program for the 2021-2022 school year and agrees to pay OSSBA an administrative fee in the amount equal to \$7.00 per employee multiplied by 339, which equals the number of School employees, for a total annual administrative fee of \$ 2,373.00 .

The administrative fee will be paid in exchange for employment related services provided by OSSBA, including but not limited to:

- 1) Providing complete legal representation by an Oklahoma licensed attorney in all aspects of the unemployment claims process before the Oklahoma Employment Security Commission (hereafter "OESC");
- 2) Auditing the payment of all unemployment claims to ensure the minimum is paid and any overpayments are recovered;
- 3) Providing quarterly reports of unemployment claims and amounts paid by the OESC to Claimants on the School's behalf;
- 4) Providing prudent management of School funds deposited in the School's OSSBA Employment Services Program Account;
- 5) Providing up-to-date Legislative and Administrative Law Updates to keep the School informed of changes that affect unemployment claims and costs; and
- 6) Providing opportunities for employment training and information.

**Initial Deposit:** Upon signing an initial Service Agreement, the School will make an initial deposit in order to establish an OSSBA Employment Services Program Account through which the OSSBA will pay any necessary unemployment claim payments and any other necessary payments to the OESC on the School's behalf. The funds in the Account shall at all times remain School funds.

**Payment:** During the term of this Service Agreement, not more than once each month, an amount will be deducted from the School's OSSBA Employment Services Program Account until the total annual administrative fee is paid in full.

**Additional Deposits:** In the event that a payment or deduction from the School's OSSBA Employment Services Program Account would deplete the Account to an amount



less than zero (0), the School will be required to make an additional deposit to replenish the Account prior to OSSBA making any payment to the OESC.

**Withdrawal of Funds from OSSBA Employment Services Program Account:** Because the funds in the School’s OSSBA Employment Services Program Account remain School funds, the School may withdraw any or all funds from the Account upon providing written notice to the OSSBA.

**Term of Agreement:** This Service Agreement will be effective for the 2021-2022 fiscal year which ends on June 30, 2022. This Service Agreement may be renewed for a subsequent fiscal year by the Board of Education of the School taking such necessary action.

**Revision or termination of Agreement:** Either party may revise this Service Agreement with 60 days’ written notice to the other party. If either party does not fulfill what it has agreed upon in the above terms, then termination may be made within 30 days’ written notice to the other party.

Signed:

\_\_\_\_\_  
Dr. Shawn Hime, OSSBA Executive Director

April 22, 2021  
Date

\_\_\_\_\_  
School Board President or Designee, Chickasha Public Schools

\_\_\_\_\_  
Date



April 24, 2021

Dear Superintendent,

OSSBA appreciates the opportunity over the last year to assist your district in unemployment matters through membership in OSSBA Employment Services. It is time for your Board of Education to renew its membership in the Service.

The year 2020 presented many challenges for school districts, including a record number of unemployment claims being filed against school districts. Many of which were fraudulent claims. The OSSBA Employment Services team was successful in protecting members school from over \$12 million in fraudulent claim payments. The OSSBA Employment Services team is continuing to work with the OESC in removing fraud claims and will continue to provide the same great service in managing your district's unemployment claims. Our goal remains to save you money!

Please find attached your Service Agreement for the 2021-2022 school year. You will notice OSSBA Employment Services is enacting a slight increase in our fund management fee from \$6.50 to \$7.00 per employee so that we can continue to provide a high level of service.

Please complete the Service Agreement and return it to our office at your earliest convenience. Please let us know if you have questions. You can reach Kim Bishop at [kimb@ossba.org](mailto:kimb@ossba.org), Brandon Carey at [brandonc@ossba.org](mailto:brandonc@ossba.org) or Tony Childers at [tonyc@ossba.org](mailto:tonyc@ossba.org). Or you may reach any of us by phone at 405.528.3571.

Sincerely,

Kim Bishop  
OSSBA Employment Services Team

Anthony T. Childers

Brandon Carey

The following information is provided for your information and is not intended to constitute an offer of insurance. The information is provided for your information only and is not intended to constitute an offer of insurance. The information is provided for your information only and is not intended to constitute an offer of insurance.

The following information is provided for your information and is not intended to constitute an offer of insurance. The information is provided for your information only and is not intended to constitute an offer of insurance. The information is provided for your information only and is not intended to constitute an offer of insurance.

The following information is provided for your information and is not intended to constitute an offer of insurance. The information is provided for your information only and is not intended to constitute an offer of insurance. The information is provided for your information only and is not intended to constitute an offer of insurance.



# Membership Renewal

To renew your membership online, please visit: [www.ossba.org/membership](http://www.ossba.org/membership)

To renew your membership via fax or email, please complete the information below and fax this form to: **(405) 609-3091** or email to: **[jenniferp@ossba.org](mailto:jenniferp@ossba.org)**

Please continue \_\_\_\_\_ Public School's  
(School Name)

membership with OSSBA for 2021-2022.

The school board voted to join OSSBA on \_\_\_\_\_, 2021.

PO Number: \_\_\_\_\_

Is the Superintendent new this year?  YES  NO

First Year Superintendent?  YES  NO

Superintendent's Name: \_\_\_\_\_

Superintendent's Email: \_\_\_\_\_

Superintendent's Start Date: \_\_\_\_\_

\_\_\_\_\_  
Board Clerk Signature (board clerk's signature is also a grant of permission to receive faxes from OSSBA)

Date: \_\_\_\_\_ Pages (with cover): \_\_\_\_\_

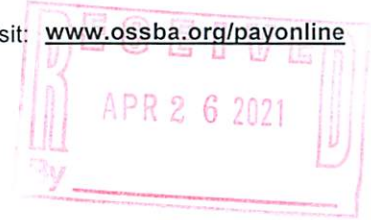
**If your board membership has changed since the election, please provide an updated list with this form.**



Oklahoma State School Boards Assn.  
 2801 N. Lincoln Blvd. Suite 125  
 Oklahoma City, OK 73105  
 405.528.3571 or 888.528.3571  
 Fax: 405.609.3091  
 EIN: 73-6636480

Invoice	14902
Date	7/15/2021
Page	1
Amount Due	\$3,225.00
Customer #	7083

To pay online via credit card please visit: [www.ossba.org/payonline](http://www.ossba.org/payonline)



**Customer:**

Chickasha Public Schools  
 900 W Choctaw Ave  
 Chickasha OK 73018

For proper credit please return top portion

Customer ID	Customer Name	Purchase Order No.		Due Date	
7083	Chickasha Public Schools			7/15/2021	
Item Number	Description	Ordered	Discount	Unit Price	Ext. Price
1000	School Membership Dues 2021-2022	1	\$0.00	\$3,225.00	\$3,225.00

The membership fee covers the provision of various services by the Oklahoma State School Boards Association to boards of education. Such services include legal information, publications, in-office consultations, answers to telephone and letter inquiries from school officials and school patrons, monitoring of state and federal education legislation, and other services designed to improve the quality of management of public education in Oklahoma. Member boards of education also receive reduced rates for workshop registrations, subscriptions and fee service programs

<b>Subtotal</b>	\$3,225.00
<b>Tax</b>	\$0.00
<b>Total</b>	\$3,225.00

Questions ?  
 Contact Jennifer at [jenniferp@ossba.org](mailto:jenniferp@ossba.org)  
 or Martha at [marthas@ossba.org](mailto:marthas@ossba.org)



April 23, 2021

Re: 2021-2022 Oklahoma State School Boards Association Membership

Dear Superintendent and Board President:

The Oklahoma State School Boards Association is proud to serve Oklahoma school districts and school board members – the elected officers whose leadership most impacts Oklahoma children.

OSSBA belongs to its members and is the only organization that exists to represent the school board member. OSSBA membership ensures board members and district leaders have on-demand access to legal and policy expertise, free and low-cost training opportunities and other money-saving resources.

This has been an extraordinary year in which OSSBA has focused on delivering our core services and support while also providing the resources and information you needed to navigate COVID-19 challenges. This school year, OSSBA has:

- Worked closely with state health officials to provide updated and timely information on safety measures.
- Published a weekly COVID-19 risk alert map along with additional data on COVID-19 cases by city and zip code to inform local officials as you made health and safety decisions for students and staff.
- Offered more than 100 virtual workshops to ensure local education leaders had both the most current information available and deliver critical training to board members and district staff.
- Answered more than 20,000 calls and emails from school board members and district leaders on legal matters at *no additional charge*.
- Assisted more than 400 school districts in fighting hundreds of millions of dollars in fraudulent unemployment claims and minimizing unemployment costs through our unemployment program.
- Provided legal service two Monday evenings a month to answer questions that arise during board meetings.
- Served as the voice of board members at the state Capitol, advocating for legislation to support public education, serving as a trusted resource for legislative leaders on public education matters and ensuring members have the most up-to-date information on legislative issues.

Oklahoma State School Boards Association  
2801 N. Lincoln Blvd., Suite 125  
Oklahoma City, OK 73105  
405.528.3571 • 888.528.3571  
405.528.5695 • [www.ossba.org](http://www.ossba.org)



- Launched Connections, a new monthly subscription service providing school districts with communications, public relations, internal relations and community engagement tips, as well as ready-to-use templates that align with timely school issues and needs.
- Created additional new communications services to support districts, including real-time communications assistance, training and bond issue campaign support.
- Provided relevant and timely information for members through the quarterly Oklahoma School Board Journal.
- Assisted nine school districts in the search for new superintendents.

OSSBA will continue to improve on these services in the 2021-2022 school year, add more ways for districts to make the most of limited resources and support you in your efforts to provide an excellent education for every child.

Your district's invoice is enclosed. Prompt payment ensures continued membership. A membership renewal form is also included for your convenience. You can also submit your renewal form online at [www.ossba.org/membership](http://www.ossba.org/membership).

We look forward to continuing to serve you. If you have any questions, please do not hesitate to call at (405) 528-3571 or toll free at (888) 528-3571.

Sincerely,

Shawn Hime  
Executive Director



# Service Agreement/ Order Form

Date: 4/22/2021

## Customer Information

Customer Status: Existing Customer

Customer Name: Chickasha Adult Learning Center

Billing Address: 1208 S 17TH ST CHICKASHA OK 73018-3951 08  
*Street Address Suite City State Zip Code*

Billing Contact: Jennifer Stegman *Phone* 405-222-6500 *Email* jstegman@chickasha.k12.ok.us

Order Contact: Jennifer Stegman *Phone* 405-222-6500 *Email* jstegman@chickasha.k12.ok.us

Suddenlink Contact: Dawn Schaap *Phone* 903-266-9305 *Email* dawn.schaap@alticeusa.com

## Suddenlink Services

The above Customer agrees to the ordering of the following Services:

Order Type: <u>Renewal - Service Upgrade</u> Service Location Type: <u>LIT</u> 'A' Location: <u>1208 S 17TH ST, CHICKASHA, OK 730183951</u> Demarc: <u>1st Floor Data Room</u>	Account #: <u>7289636011</u> Service Location Type: <u>LIT</u> 'Z' Location: <u>103 W DAKOTA AVE, CHICKASHA, OK 73018</u> Demarc: <u>1st Floor Data Room</u> Type II: <input type="checkbox"/>
---	--

		Individual Monthly Recurring Charge	Quantity	Total Monthly Recurring Charge	Non Recurring Charge
1	Optical Ethernet 10G Intra 10Gb	\$822.00	1	\$822.00	\$0.00

Service Term:	<u>3 years</u>
Total Monthly Recurring Charge:	<u>\$822.00</u>
Total Installation Charge:	<u>\$0.00</u>

*For Internal Use Only*

## Remarks

## Terms and Conditions

Cequel Communications, LLC dba Suddenlink Communications ("Suddenlink" or "Altice Business") and Customer acknowledge and agree to be bound by the Terms and Conditions attached hereto. Customer will be responsible for the rates listed on the Service Agreement form and all applicable local, state and federal taxes, charges and assessments along with any other applicable charges. Customers purchasing Suddenlink Business Hosted Voice Service (on Fiber) are also subject to Business Hosted Additional T&C's for Fiber <https://www.suddenlink.com/terms-and-policies> and Exhibits attached hereto and made part of this Agreement

Notice Regarding E911 Services. While your Suddenlink Phone Service may be supported by a battery backup, it is electrically powered. In the event of a power outage or Suddenlink network failure, 911 services will not be available. You are prohibited from moving the phone modem from the address where it was installed. If you move the phone modem, the 911 service may not function properly and emergency operators will not be able to identify the caller's location.

By signing this Agreement; (i) you represent that you are the Customer or Customer's authorized agent; (ii) you agree that you have received a copy of and have been given an opportunity to review this Commercial Service Order and Agreement, (iii) you agree to the terms and conditions of the Commercial Service Agreement; (iv) you acknowledge that you have read and understood the Notice Regarding 911 Services above;. This Agreement shall not be deemed effective until it has been executed by both parties.

Agreed by:

Customer

Authorized Signature: Jennifer Stegman

Print Name: Jennifer Stegman

Title: Assistant Superintendent

Date: 4/26/2021

Email: jstegman@chickasha.k12.ok.us

Phone: 405-222-6500

Cequel Communications, LLC dba Suddenlink Communications

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

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

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

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

## Commercial Service Agreement

Customer ("You" or "Customer") agrees to be bound by this Commercial Service Agreement (the "Agreement") with respect to all services ("Service(s)") provided by Suddenlink Communications and its affiliates and subsidiaries authorized to provide the services set forth herein (collectively, "Suddenlink"). The Agreement includes the general terms of service set forth below, as well as the additional commercial terms of service and terms of service applicable to the specific Services and features to which you subscribe or have access, including cable television service ("Video Service"), high speed data service ("High Speed Internet Service"), voice service ("Phone Service" or "Business Hosted Voice Service on FIBER"), support services and mobile apps, as are set forth below or at <https://www.suddenlink.com/terms-and-policies> and may be updated from time to time (collectively, the "Additional Terms of Service"), which are incorporated in this Agreement by reference. You further understand and agree that the Suddenlink Communications Privacy Policy ("Privacy Policy"), which governs the collection, use and disclosure of Customer personal information, is likewise incorporated herein by reference. THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT THAT AFFECTS CUSTOMER'S RIGHTS, INCLUDING THE WAIVER OF CLASS ACTIONS AND JURY TRIALS. THE AGREEMENT ALSO CONTAINS PROVISIONS FOR OPTING OUT OF ARBITRATION. PLEASE REVIEW IT CAREFULLY.

### GENERAL TERMS OF SERVICE APPLICABLE TO SERVICE(S):

1. **Services.** Suddenlink shall use reasonable efforts to make the Services available by any requested service date. Suddenlink shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from construction or for reasons beyond its control. Suddenlink shall provide Customer with the Services and Equipment identified on the commercial service order presented to Customer at time of installation ("Service Order"); provided, however, if Suddenlink determines that Customer's location is not serviceable under Suddenlink's normal installation guidelines, Suddenlink may terminate this Agreement. Suddenlink shall have no responsibility for the maintenance or repair of networks, facilities and equipment not furnished by Suddenlink.
  2. **Payment of Charges.** The charges for one month of Services, including any deposits, activation, set-up, installation, construction and/or Equipment charges, are due upon installation of the Services or as otherwise set forth on the Service Order. Thereafter, Customer agrees to pay monthly recurring Service charges and Equipment charges (if any) in advance, including all applicable fees (such as restoration or experience fees), taxes, regulatory fees, franchise fees, surcharges (including sports and broadcast tv surcharges), or other government assessments no later than the date indicated on Customer's bill. Charges for non-recurring Services or Equipment charges will be reflected on Customer's subsequent bill at the then current applicable rates. All rates for Services, Equipment charges and other fees and surcharges are subject to change in accordance with applicable law. If Customer elects to pay by automatic recurring credit card, debit card or automatic clearing house payments, Customer authorizes Suddenlink to charge such accounts. If Customer elects to send a check as payment, Customer authorizes Suddenlink either to use information from Customer's check to make a one-time electronic funds transfer from Customer's bank account or to process the payment as a check transaction. Failure to receive a bill does not release Customer from Customer's obligation to pay. Failure to pay the total balance when due (including checks returned for insufficient funds) shall constitute a breach of this Agreement and may be grounds for termination of Service, removal of Equipment from Customer's premises and/or imposition of a late fee ("Late Fee") in accordance with applicable law. You can avoid incurring Late Fees by paying your monthly bill promptly. Any Late Fee imposed on Customer is intended to be a reasonable advance estimate of costs of managing past due accounts. The Late Fee is not interest, a credit service charge or a finance charge. If the Customer has more than one account (Business and/or Residential) served by Suddenlink, all Suddenlink-provided Services at all locations may be subject to discontinuance of Service in the event any one account remains unpaid. In the event collection activities are required, an additional collection charge may be imposed.
  3. **Additional Fees.** In addition to Customer's monthly recurring charges and any Late Fee, additional fees may be imposed, including fees for returned checks, Payment Assistance Fees for paying by phone, receiving a paper bill, charge card chargeback, early termination, reconnection and service calls. Additional charges may also be imposed if collection activities are required to recover past due balances, including attorney fees. A list of applicable fees "Schedule of Fees" is available at [www.suddenlink.com/pricing-packages](http://www.suddenlink.com/pricing-packages). Suddenlink reserves the right to amend or change the Schedule of Fees from time to time.
  4. **Third Party Provider Charges.** In connection with Customer's use of the Services and Equipment, Customer may be able to access, subscribe to, use and/or purchase products, services, software or applications that are provided to Customer by third parties ("Third Party Providers"). Customer acknowledges that Customer may incur charges in connection with the subscription to, purchase or use of these Third Party Provider products, services, software or applications. All such charges, including any additional fees and applicable taxes, shall be paid by Customer to the Third Party Provider and are not the responsibility of Suddenlink. Credits or billing adjustments for products, services, software or applications billed by a Third Party Provider shall be subject to the stated billing practices of that Third Party Provider. Termination of a service or subscription offered for a separate charge billed directly by a Third Party Provider shall be effected in accordance with the Terms of Service or similar agreement between the Customer and the Third Party Provider.
  5. **Taxes.** Customer agrees to pay any local, state or federal taxes imposed or levied on or with respect to the Services, the Equipment or installation or service charges incurred with respect to the same.
  6. **Term; Early Termination.** Your Service Term subscription begins either on or the first day following your installation date and continues for the initial term set forth on your Service Order ("Initial Term"). If a Service Order does not specify an Initial Term, You have an automatically renewing monthly Term subscription ("Monthly Subscription").
    - a. **Monthly Term.** If you have a Monthly Subscription, your subscription begins either on or the first day following your installation date and automatically renews thereafter on a monthly basis beginning on the first day of the next billing period assigned to you until cancelled by you. The monthly service charge(s) will be billed at the beginning of your assigned billing period and each month thereafter unless and until you cancel your Service(s). PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED SUBSCRIPTION PERIOD(S). You may cancel Service(s) for a period up to the last day of the billing period prior to the service period that you wish to cancel, and the cancellation will be effective at the end of the then-current billing period. Any request for cancellation after the commencement of a service period will be effective at the end of the then-current service period. Access to the Services will, if possible, continue to be provided at the location ordered or, if you move, to your new location if in a Suddenlink-served area (subject to any installation charges).
    - b. **Initial Term Subscription.** If You have an Initial Term, your subscription begins either on or the first day following your installation date and continues for the duration of the applicable Initial Term. Upon the expiration of the Initial Term, Your subscription automatically renews thereafter on a monthly basis (each, a "Renewal Month") beginning on the first day of the next billing period
- assigned to you until cancelled by you. The monthly service charge(s) for each month during the Initial Term and any Renewal Months will be billed at the beginning of your assigned billing period and each month thereafter unless and until you cancel your Service(s). PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED SUBSCRIPTION PERIOD(S).
- i. If you cancel, terminate or downgrade the Service(s) before the completion of the Initial Term, you agree to pay Suddenlink early cancellation fees in an amount that includes: (i) all non-recurring charges reasonably expended by Suddenlink to establish service to Customer and not remunerated, (ii) any disconnection, early cancellation or termination charges reasonably incurred and paid by Suddenlink to third parties on behalf of Customer, and (iii) all monthly recurring charges for Services and Equipment for the remaining balance of the Initial Term. You agree that early cancellation fees or any other fees may automatically be charged to your account and your credit or debit card provided to Suddenlink and you agree to pay such fees.
  - ii. Following the Initial Term, You may cancel Service(s) for a period up to the last day of the billing period prior to the service period that you wish to cancel, and the cancellation will be effective at the end of the then-current billing period. Any request for cancellation after the commencement of a service period will be effective at the end of the then-current service period. Access to the Services will, if possible, continue to be provided at the location ordered or, if you move, to your new location if in a Suddenlink-served area (subject to any installation charges).
7. **Right to Make Credit Inquiries.** Customer acknowledges and agrees that Suddenlink may (a) verify Customer's credit standing, make inquiries and receive information about your credit experiences, including your credit report, from credit reporting agencies; (b) enter this information in your file, and disclose this information concerning you to appropriate third parties for reasonable business purposes; and (c) furnish information about you, your account(s) and your payment history to those credit reporting agencies.
  8. **Security Deposit.** Suddenlink may require a deposit or activation fee based on Customer's credit standing or past payment history with Suddenlink. A deposit or activation fee does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. Any security deposit given by Customer for the Equipment or Suddenlink's Service will be due and payable upon the first monthly billing. Such security deposits will be returned to Customer within sixty (60) days of termination of Suddenlink's Service so long as payment has been made for all amounts due on Customer's account and Customer has returned the Suddenlink Equipment undamaged. Security deposits paid by Customer for Equipment or Services may be used, to the extent permitted by law, to offset any unpaid balance or charges after termination of Service. Customer shall remain liable for any outstanding balances after the security deposit has been applied. Further terms and conditions of the security deposit may be contained in the deposit receipt given to Customer at the time the security deposit is collected.
  9. **Disputed Charges.** Customer agrees to pay all undisputed monthly charges and all applicable fees and taxes as itemized on the Suddenlink monthly bill and notify Suddenlink in writing of disputed items or requests for credit within thirty (30) days of Customer's receipt of the bill for which correction of an error or credit is sought, or longer as provided by applicable law. The date of the dispute shall be the date Suddenlink receives sufficient documentation to enable Suddenlink to investigate the dispute. The date of the resolution is the date Suddenlink completes its investigation and notifies the Customer of the disposition of the dispute.
  10. **Adjustments or Refunds.** Any adjustment or refund, given in each case in Suddenlink's sole discretion, will be accomplished by a credit on a subsequent bill for Service, unless otherwise required by applicable law. No credit allowance will be made for interruptions of Service that are: (a) due to the negligence of or noncompliance with the provisions of the Agreement by Customer or any person authorized by customer to use the Service; (b) due to the negligence of any person other than Suddenlink including, but not limited to, the other common carriers connected to the Suddenlink's facilities; (c) due to the failure or malfunction of Customer owned equipment or third party equipment; (d) during any period in which Suddenlink is not given full and free access to its facilities and Equipment for the purpose of investigating and correcting interruptions; (e) during a period in which Customer continues to use the Service on an impaired basis; (f) less than thirty (30) minutes' duration; (g) during any period when the interruption is due to implementation of a Customer order for a change in Service arrangements; or (h) due to circumstances or causes beyond the control of Suddenlink. Unless otherwise provided by applicable law, in the event any amounts owed by Suddenlink to Customer are not claimed by Customer within one year of the date on which the amount became payable to Customer, Customer shall forfeit all rights to the refund and all such amounts shall become the property of Suddenlink.
  11. **Equipment and Software.** "Distribution System" shall mean (1) all distribution plant, network facilities and associated electronics and all Equipment installed or provided by Suddenlink or its predecessors which is necessary to distribute Services throughout the premises, but specifically excluding Inside Wiring, and (2) all Equipment furnished by Suddenlink at the premises. Ownership of the Distribution System shall at all times be and remain in Suddenlink and shall be used exclusively by and in connection with Suddenlink operations. Upon termination of this Agreement and if Suddenlink is no longer providing Services to the premises, Suddenlink has the option to remove all or any portion of the Distribution System, provided that any damage to the premises caused by removal of the Distribution System will be repaired by Suddenlink to Customer's reasonable satisfaction. "Equipment" means all equipment, including but not limited to, any cables, wires, amplifiers, cable boxes, access cards, remotes, cable cards, battery backup units, modems, routers, gateways, Altice One and Altice One Mini units distributed to and/or installed for use in the Customer's service location but does not include Inside Wiring. "Inside Wiring" shall mean all wiring on the Customer's side of the demarcation point at Customer's service location, whether installed by Suddenlink or by Customer. The demarcation point shall mean a point at (or about) twelve (12) inches outside of where the cable wire enters the Customer's service location. Inside Wiring shall be Customer property and not Suddenlink Equipment, and repair and maintenance for such Inside Wiring is the responsibility of Customer unless otherwise agreed by Customer and Suddenlink. None of the Equipment shall become a fixture nor shall distribution, installation, and/or use of Equipment, including but not limited to cable boxes and/or set top boxes be deemed a lease of such Equipment. Unless otherwise stated in the Service Order, Customer will acquire no ownership or other interest in the Distribution System, Equipment, network facilities, and software by virtue of payments made pursuant to this Agreement or by the attachment of any portion of the Distribution System, Equipment or network facilities to Customer's premises.
    - a. **Misuse of Equipment.** Suddenlink Equipment is intended to service and reside at the specific service location and is not to be removed from the service location where it was installed or used off premises without Suddenlink authorization. Customer agrees that neither Customer nor any other person (except Suddenlink's authorized personnel) will open, alter, misuse, tamper with, service, or make any alterations to any Equipment. Customer will not remove any markings or labels from the Equipment. Customer agrees to safeguard the Equipment from loss or damage of any kind, and (except for any self installation procedures approved by Suddenlink) will not permit

- anyone other than a Suddenlink authorized representative to perform any work on the Equipment. Any misuse, alteration, tampering, or removal, or the use of Equipment which permits the receipt of Services without authorization or the receipt of Services to an unauthorized number of outlets, or to unauthorized locations constitutes theft of service and is prohibited.
- b. **Return of Equipment.** If Customer's Service is terminated or cancelled (for whatever reason), unless Suddenlink expresses otherwise in writing, Customer agrees that Customer no longer has the right to keep or use the Equipment and Customer must promptly return the Equipment. The Equipment must be returned to Suddenlink in the same condition as when received, ordinary wear and tear excepted. Absent other instructions, if Customer fails to return the Equipment, Customer will pay any expenses Suddenlink incurs in retrieving the Equipment. Failure of Suddenlink to remove the Equipment does not mean that Suddenlink has abandoned the Equipment. Suddenlink may impose a charge for unreturned Equipment to be determined in accordance with Suddenlink's then current schedule of charges for non-returned Equipment and/or continue to charge Customer a monthly Service fee every month until any remaining Equipment is returned, collected by Suddenlink or fully paid for by Customer. Any charge for unreturned Equipment shall be due immediately. Suddenlink retains ownership of all Equipment.
- c. **Damaged or Lost Equipment.** If the Equipment is damaged by Customer, destroyed, lost or stolen while in Customer's possession, Customer is responsible for the cost of repair or replacement of the Equipment.
- d. **Operation of Equipment.** Customer agrees to operate any Equipment in accordance with instructions of Suddenlink or Suddenlink's agent. Failure to do so will relieve the Suddenlink Parties of liability for interruption of Service and may make the Customer responsible for damage to Equipment.
- e. **Tests and Inspections.** Upon reasonable notification to the Customer, and at a reasonable time, Suddenlink may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein.
- f. **Software.** Customer agrees to comply with the terms and conditions of any software license agreement applicable to the software provided or installed by Suddenlink ("Software"). The Software shall be used solely in connection with the Services and Customer will not modify, disassemble, translate or reverse engineer, the Software. All rights title and interest to the Software, including associated intellectual property rights, are and will remain with Suddenlink and Suddenlink's licensors. If Customer's Service is terminated, Customer will promptly return or destroy all Software provided by Suddenlink and any related written materials. Suddenlink will have the right to upgrade, modify and enhance the Equipment and Software from time to time. Customer acknowledges that the Software, and any related written materials, may be subject to applicable export control laws and regulations of the USA. Customer agrees not to export or re-export the Software, directly or indirectly, to any countries that are subject to USA export restrictions.
- g. **Repair.** Suddenlink will repair and/or replace defective Software or Equipment provided such damage was not caused by misuse, neglect or other fault of Customer. Suddenlink assumes no responsibility and shall have no responsibility for the operation, maintenance, condition or repair of any Customer-provided equipment and/or software, including, but not limited to, televisions, computer devices, remote controls or other consumer electronics, including any hardware or third party software, which may be connected to the Services ("Customer Equipment"), except that Suddenlink may automatically push required software or firmware updates directly to Customer Equipment when necessary for the provision of Suddenlink Service(s). Customer is responsible for the repair and maintenance of Customer Equipment. Suddenlink is not responsible or liable for any loss or impairment of Suddenlink's Service due in whole or in part to a malfunction, defect or otherwise caused by Customer Equipment. Suddenlink makes no warranties, with respect to Equipment or Service provided by Suddenlink or with respect to the Equipment's compatibility with any Customer Equipment.
12. **Prohibitions/Theft of Service.** Customer shall not intercept, receive or assist in the interception or receipt of, resell, distribute or duplicate any Services. In no event shall Customer use the Services and/or Equipment to engage in any illegal or prohibited activity.
13. **Customer Liability for Users.** Customer is responsible for any access, use or misuse of the Services and/or Equipment that may result from access or use by any other person who has access to Customer's premises, equipment or account. Customer is responsible for ensuring that all persons who use Customer's subscribed to Services ("Users") understand and comply with all terms and conditions applicable to the Services.
14. **Business Hosted Voice on Fiber:** Customers purchasing Business Hosted Voice on Fiber are also bound by the Additional Terms for Business Hosted Voice Service on Fiber found at [www.suddenlink.com/terms-and-policies](http://www.suddenlink.com/terms-and-policies) ("Terms of Service") and Exhibits A1 and A2 as set forth below.
- a. **SOFTPHONES, OFF-SITE PHONES & WIFI CONNECTIVITY:** SUDDENLINK ALLOWS THE ABILITY TO ACCESS THE HOSTED VOICE SERVICE THROUGH SOFTPHONES, OFF-SITE PHONES AND WIFI CONNECTIVITY. IN NO EVENT SHALL SUDDENLINK BE RESPONSIBLE FOR, NOR DOES IT WARRANT THE PERFORMANCE OR INTEROPERABILITY OF THE SERVICE IN CONNECTION WITH ANY SOFTPHONES, OFF-SITE PHONES OR WIRELESS CONNECTIVITY. IT IS CUSTOMER'S SOLE RESPONSIBILITY TO SUPPORT AND TROUBLESHOOT ANY RELATED CONNECTIVITY ISSUES UNDER THIS SECTION. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THE HOSTED VOICE PRODUCT CHARACTERISTICS AS SET FORTH IN THE OFF-SITE REMOTE PHONE AND SOFTPHONE ACKNOWLEDGEMENT ATTACHED HERETO AS EXHIBIT A2. PHONES NOT PROVIDED BY SUDDENLINK UNDER THIS AGREEMENT ARE NOT PERMITTED NOR SUPPORTED AND USE OF SUCH PHONES WILL RESULT IN TERMINATION OF THIS AGREEMENT.
- b. **Emergency Calling Services (E911) for Hosted Voice Service:** Customer is responsible for complying with all applicable emergency calling service laws. E911 procedures and restrictions are set forth in Emergency Calling Services Terms and Conditions attached hereto as Exhibit A1.
15. **SecureNet and SecureNet Services: Alice Business SecureNet Service / Alice Business SecureNet Plus Service:** Alice Business SecureNet Service/AliceBusiness SecureNet Plus Service purchased pursuant to this Agreement is a turnkey managed Service solution that bundles Alice Business Internet Service (over fiber), Managed DDoS Protection Service, Managed Security Gateway Service, and for Alice Business SecureNet Plus Service, also includes Managed Security Gateway Service with Unified Thread Management, and is subject to the terms and conditions of this Agreement, including those for Managed DDoS Protection Service and Managed Security Gateway Service as set forth below.
16. **Managed DDoS Protection Service:** Managed DDoS (Distributed Denial of Service) Protection Service purchased pursuant to this Agreement and offered in conjunction with Alice Business Internet Service (over fiber) only, will monitor, detect and mitigate Alice Business Internet Service inbound traffic against DDoS attacks and provide cleansing up to thirty (30) times the contracted bandwidth. Managed DDoS Protection Service is provisioned over Alice Business Internet Service/traffic only.
17. **Service Level Agreement:** The Service Level Agreement ("SLA") attached hereto as Exhibit A sets forth Customer's sole remedy for any claim relating to the Service including any failure to meet any guarantee as set forth in the SLA.
18. **Access to Customer Premises.** Customer grants Suddenlink and its employees, agents, contractors, and representatives all necessary rights of access to enter and within Customer's premises, including access to space for cables, conduits and equipment, the wiring within Customer's premises and Customer's computer(s) and other devices, to install, deliver, connect, inspect, maintain, repair, replace, disconnect, remove or alter any and all facilities, check for signal leakage or install or deliver Equipment and Software provided by Suddenlink. Customer shall cooperate in providing such access upon request of Suddenlink. If Customer is not the owner of the premises, Customer warrants that Customer has obtained the legal authority of the owner to authorize Suddenlink personnel and/or its agents to enter the premises for the purposes described herein. Suddenlink's failure to remove its Equipment shall not be deemed an abandonment thereof. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Suddenlink's equipment. Customer is responsible for ensuring that Customer's equipment is compatible for the Services selected and with the Suddenlink network.
19. **Violations of this Agreement.** It shall be a violation of this Agreement for Customer or any User (1) to engage in any conduct prohibited by this Agreement (or by any terms and conditions incorporated herein by reference); or (2) not to engage in conduct required by this Agreement, each case determined in Suddenlink's sole good faith discretion. In addition, whether or not the conduct set forth below is elsewhere prohibited by this Agreement, it shall be a violation of this Agreement if: (a) Customer or any User fails to abide by Suddenlink's rules and regulations or to pay the charges billed; (b) Customer or any User fails to provide and maintain accurate registration information or the information required in the registration process is or becomes incorrect, absent or incomplete; (c) Customer or any User engages in any illegal or prohibited activity in connection with their use of any Service; (d) Customer or any User harasses, threatens or otherwise abuses any Suddenlink employee or agent; (e) Customer or any User refuses to provide Suddenlink with reasonable access to the service location or refuses to allow Suddenlink to diagnose and/or troubleshoot a service issue when such access or customer interaction is necessary in order to provide the appropriate customer support; or (f) The amount of customer and/or technical support required to be provided to Customer or any User is excessive in the sole good faith discretion of Suddenlink.
20. **Termination.** Suddenlink may terminate this Agreement, disconnect or suspend any or all Services, and remove Equipment at any time, without prior notice, for any reason whatsoever or for no reason, including but not limited to if Customer or any User fails to fully comply with the terms of this Agreement and/or any Suddenlink or authorized Third Party Provider terms of service, agreements or policies incorporated herein by reference. If Suddenlink terminates Service due to a violation of this Agreement or Suddenlink's policies, Customer may be subject to additional fees and charges, including disconnect and termination fees and Suddenlink may also exercise other rights and remedies available under law or in equity.
21. **Effect of Termination by Suddenlink.** Customer agrees that in the event of termination by Suddenlink: (i) Suddenlink and any Third Party Providers of co-branded services offered as part of or through the high speed internet service shall have no liability to Customer or any User; and (ii) unless expressly prohibited by law, Suddenlink, in its sole good faith discretion, may decline or reject a new application for service or block access to or use of any component of the Services by Customer or any former User. Customer further agrees that upon termination of any Service, Customer will immediately cease use of the Equipment and any Software, and; Customer will pay in full the charges for Customer's use of the Service and the Equipment through the later of: (i) Customer's applicable Service month, or (ii) if applicable, the expiration of any promotional term, or, if applicable, (iii) the date when the associated Equipment or Software has been returned to Suddenlink. Failure of Suddenlink to remove Equipment shall not be deemed an abandonment thereof. Customer shall pay reasonable collection and/or attorney's fees to Suddenlink in the event that Customer shall find it necessary to enforce collection or to preserve and protect its rights under this Agreement.
22. **Content and Services.** All content, program services, program packages, number of channels, channel allocations, broadcast channels, interactive services, email, data offerings and other services are subject to change in accordance with applicable law.
23. **Disclaimer.** Suddenlink assumes no liability for any program, services, content or information distributed on or through the Services, Equipment or the cable system, unless locally provided by Suddenlink, and Suddenlink expressly disclaims any responsibility or liability for your use thereof. Further, Suddenlink shall not be responsible for any products, merchandise or prizes promoted or purchased through the use of the Services.
24. **Telephone Communications With You Regarding Your Account or Service.** You agree that Suddenlink and its agents may call or text you at any phone number (landline or wireless) that you provide to us, using an automated dialing system and/or a prerecorded message, for non-promotional service and/or account-related purposes, such as appointment confirmations, service alerts, billing and collection issues or account recovery concerns. You agree to notify us: (1) if any such phone number changes; (2) is no longer active; or (3) is ported from a landline to a wireless phone number. You can manage your contact preferences by logging into your account at <http://www.suddenlink.com>.
25. **No Waiver.** The failure of Suddenlink to enforce this Agreement and any of its components, for whatever reason, shall not constitute a waiver of any right of Suddenlink or the ability to assert or enforce such right at any time in the future.
26. **No Assignment.** This Agreement and the Services and/or Equipment supplied by Suddenlink are not assignable or otherwise transferable by Customer, without specific written authorization from Suddenlink. In Suddenlink's discretion, Suddenlink may assign, in whole or in part, this Agreement, and Service may be provided by one or more legally authorized Suddenlink affiliates.
27. **No Warranty; Limitation of Liability.** Customer expressly agrees that: (a) the Services provided are best efforts services and the Services, Software and Equipment are provided by Suddenlink on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, either express or implied; (b) Suddenlink, its officers, shareholders, directors, employees, affiliates, vendors, carrier partners, content providers or other persons or entities involved in providing the Services or Equipment (collectively, the "Suddenlink Parties") are not responsible or liable for any loss or impairment of service due in whole or in part to Customer owned- or provided-Equipment; and (c) all use of the Services, Software and Equipment, including that provided by Third Party Providers, as well as the purchase, download or use of any third party service, product, or application provided by or accessed through the Services or Equipment, are provided at Customer's sole risk and Customer assumes total responsibility for Customer's or any User's use of the Services. Without limiting the generality of the foregoing, the Suddenlink Parties make no warranty: (i) that the Services will be uninterrupted or error free or that the Equipment will work as intended; (ii) as to transmission or upstream or downstream speeds of the network; (iii) that the Services, Equipment or Software are compatible with any Customer owned- or provided-Equipment; or (iv) as to the security of Customer's communications via Suddenlink's facilities or Services, or that third parties will not gain unauthorized access to or monitor Customer's communications. Customer has the sole responsibility to secure Customer's communications and the Suddenlink Parties will not be liable for any loss associated with such unauthorized access. In addition,

neither the Suddenlink Parties nor any Third Party Provider of services or products makes any representations or warranties with respect to any product or services offered through the Services or Equipment, and Suddenlink shall not be party to nor responsible for monitoring any transaction between Customer and any Third Party Provider of products or services.

Except for a refund or credit as expressly provided in this Agreement, in no event (including negligence) will the Suddenlink Parties be held responsible or liable for any loss, damage, cost or expense including direct, indirect, incidental, special, treble, punitive, exemplary or consequential losses or damages including, but not limited to, loss of profits, earnings, business opportunities, loss of data, personal injury (including death), property damage or legal fees and expenses, sought by Customer or anyone else using Customer's Service account: (x) resulting directly or indirectly out of the use or inability to use the Services (including the inability to access emergency 911 or e911 services) and/or use of the Software, Equipment or provided third party services or otherwise arising in connection with the installation, maintenance, failure, removal or use of Services, Software and/or Equipment or Customer's reliance on the Services, Software and/or Equipment, including without limitation any mistakes, omissions, interruptions, failure or malfunction, deletion or corruption of files, work stoppage, errors, defects, delays in operation, delays in installation, failure to maintain proper standards or operation, failure to exercise reasonable supervision, delays in transmission, breach of warranty or failure of performance of the Services, Software and/or Equipment; or (y) resulting directly or indirectly out of, or otherwise arising in connection with, any allegation, claim, suit or other proceeding relating to Services, Software and/or Equipment, or the infringement of the copyright, patent, trademark, trade secret, confidentiality, privacy, or other intellectual property or contractual rights of any third party. Suddenlink's Maximum Liability to Customer arising under this Agreement shall be the lesser of \$5,000.00 or the amount actually paid by Customer for Services hereunder for the respective regular billing period.

**28. Indemnification.** Customer agrees to defend, indemnify, and hold harmless Suddenlink Parties from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to the use of the Service and Equipment by Customer or otherwise arising out of or related in any way to the use of Customer's account or any equipment or facilities in connection therewith, or the use of any other products or services provided by Suddenlink to Customer. Customer agrees to indemnify and hold harmless the Suddenlink Parties against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence or removal of Suddenlink's Equipment, facilities and associated wiring on Customer's premises and further, Customer indemnifies and holds harmless the Suddenlink Parties against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of Suddenlink or the use thereof by Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by Suddenlink, and apparatus, Equipment, and systems provided by Customer; and against all other claims arising out of any act or omission of Customer in connection with the Services or facilities provided by Suddenlink.

**29. Regulatory Authority.** This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended.

**30. BINDING ARBITRATION.** Please read this section carefully. It affects your rights. Any and all disputes arising between You and Suddenlink, including its respective parents, subsidiaries, affiliates, officers, directors, employees, agents, predecessors, and successors, shall be resolved by binding arbitration on an individual basis in accordance with this arbitration provision. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to: claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before this or any prior Agreement, claims that may arise after the termination of this Agreement. Notwithstanding the foregoing, either You or Suddenlink may bring claims in small claims court in Your jurisdiction, if that court has jurisdiction over the parties and the action and the claim complies with the prohibitions on class, representative, and private attorney general proceedings and non-individualized relief discussed below. You may also bring issues to the attention of federal, state, and local executive or administrative agencies. Resolving Your dispute with Suddenlink through arbitration means You will have a fair hearing before a neutral arbitrator instead of in a court before a judge or jury. YOU AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND SUDDELINK EACH WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION.

a. **Opting Out of Arbitration.** IF YOU HAVE BEEN AN EXISTING CUSTOMER FOR AT LEAST 30 DAYS BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT AND HAVE PREVIOUSLY ENTERED INTO AN ARBITRATION AGREEMENT WITH SUDDELINK OR A PREDECESSOR COMPANY, THIS OPT-OUT PROVISION DOES NOT APPLY TO YOU. IF YOU BECAME A CUSTOMER ON OR WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT, AND DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY SUDDELINK IN WRITING WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT BY EMAILING US AT NOARBITRATION@ALTICEUSA.COM OR BY MAIL TO ALTICE SHARED SERVICES, 200 JERICHO QUADRANGLE, JERICHO, NY 11753 ATTN. ARBITRATION. YOUR WRITTEN NOTIFICATION TO SUDDELINK MUST INCLUDE YOUR NAME, ADDRESS, AND SUDDELINK ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH SUDDELINK THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH SUDDELINK OR THE DELIVERY OF SUDDELINK SERVICES TO YOU. OPTING OUT OF THIS ARBITRATION PROVISION HAS NO EFFECT ON ANY OTHER OR FUTURE ARBITRATION AGREEMENTS THAT YOU MAY HAVE WITH SUDDELINK.

b. **Pre-Arbitration Process.** (i) Notice Of Dispute. Before commencing an action in arbitration, You must first notify us of Your dispute and allow us an opportunity to resolve it without the need for arbitration. You must write us a letter briefly explaining the dispute and stating the relief that You demand. Provide as much information as possible, including where applicable dates and specific amounts of money. Also include the account holder's name, the account number, the service address, and a telephone number at which You may be reached during business hours. For Your convenience, You may download a Notice of Dispute form from our website at <https://www.suddenlink.com/sites/default/files/Notice-Of-Dispute.pdf>. Once you have written the letter or filled out the Notice, send it to us by certified mail at Altice Shared Services, 200 Jericho Quadrangle, Jericho, NY 11753, Attn: Customer Disputes. (ii) 30 Day Wait Period. If Suddenlink has not been able to resolve your dispute to your satisfaction within 30 days from when we received your Notice of Dispute, you may start arbitration proceedings.

c. **Commencing an Arbitration.** To commence an arbitration, you must submit a written Demand for Arbitration to the American Arbitration Association ("AAA"), Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, with a copy to Suddenlink. A Demand for Arbitration form can be found on the AAA website at <https://www.adr.org/CommercialForms>.

d. **Arbitration Process.** The arbitration will be administered by the AAA under the AAA's Commercial Arbitration Rules, as modified by this arbitration provision. You may obtain copies of those rules from the AAA at [www.adr.org](http://www.adr.org). If the AAA will not enforce this arbitration provision as written, it cannot serve as the arbitration organization to resolve Your dispute. If this situation arises, or if the AAA for any reason cannot serve as the arbitration organization, the parties shall agree on a substitute arbitration organization or ad hoc arbitration, which will enforce this arbitration provision as to the dispute. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization or ad hoc arbitrator that will administer arbitration under this arbitration provision as written. If there is a conflict between this arbitration provision and the AAA rules, this arbitration provision shall govern. A single arbitrator will resolve the dispute between You and Suddenlink. Participation in arbitration may result in limited discovery. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect confidential or proprietary information, including customer personally identifiable information. All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of this arbitration provision, or the interpretation of its prohibitions of class, representative, and private attorney general proceedings and non-individualized relief shall be for a court of competent jurisdiction to decide. The Arbitrator is limited and bound by terms of this arbitration provision. Although the arbitrator shall be bound by rulings in prior arbitrations involving the same customer to the extent required by applicable law, the arbitrator shall not be bound by rulings in other arbitrations involving different customers. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement. Unless the parties agree otherwise, any arbitration hearing will take place in the county (or parish) of Your service address. If the amount in dispute is less than \$50,000, Suddenlink agrees that You may choose whether the arbitration is conducted solely on the basis of documents submitted to the arbitrator, by a telephonic hearing, or by an in-person hearing as established by AAA rules. If the amount in dispute exceeds \$75,000 or the claim seeks any form of injunctive relief, either party may appeal the award to a three-arbitrator panel administered by AAA by a written notice of appeal within thirty (30) days from the date of entry of the written arbitration award. An award of injunctive relief shall be stayed during any such appeal. The members of the three-arbitrator panel will be selected according to AAA rules. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, subject to any right of judicial review that exists under the FAA.

e. **Arbitration Fees.** Except as otherwise provided in this arbitration provision, Suddenlink will pay all arbitration filing, administrative, and arbitrator fees for any arbitration that Suddenlink commences or that You commence seeking damages of \$10,000 or less. If You commence an arbitration seeking greater than \$10,000 in damages, arbitration filing, administrative, and arbitrator fees shall be allocated in accordance with the AAA rules. If You cannot pay Your share of these fees, You may request a fee waiver from the AAA. In addition, Suddenlink will consider reimbursing Your share of these fees if You indicate You cannot afford them and, if appropriate, will pay directly all such fees upon Your written request prior to the commencement of the arbitration. You are responsible for all additional costs and expenses that You incur in the arbitration, including, but not limited to, attorneys' or expert witness fees and expenses, unless the arbitrator determines that applicable law requires Suddenlink to pay those costs and expenses. Notwithstanding the foregoing, if the arbitrator concludes that Your claim is frivolous or has been brought for an improper purpose (as measured by the standards of Federal Rule of Civil Procedure 11(b)), then the AAA rules shall govern the allocation of arbitration fees, and You agree to reimburse Suddenlink for any amounts Suddenlink may have paid on Your behalf.

f. **Governing Law.** Because the Service(s) provided to You involves interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all disputes under this arbitration provision. Any state statutes pertaining to arbitration shall not be applicable.

g. **Waiver of Class and Representative Actions.** YOU AGREE TO ARBITRATE YOUR DISPUTE AND TO DO SO ON AN INDIVIDUAL BASIS; CLASS, REPRESENTATIVE, AND PRIVATE ATTORNEY GENERAL ARBITRATIONS AND ACTIONS ARE NOT PERMITTED. You and Suddenlink agree that each party may bring claims against the other only in Your or its individual capacity and may not participate as a class member or serve as a named plaintiff in any purported class, representative, or private attorney general proceeding. This arbitration provision does not permit and explicitly prohibits the arbitration of consolidated, class, or representative disputes of any form. In addition, although the arbitrator may award any relief that a court could award that is individualized to the claimant and would not affect other Suddenlink account holders, neither You nor Suddenlink may seek, nor may the arbitrator award, non-individualized relief that would affect other account holders. Further, the arbitrator may not consolidate or join more than one person's claims unless all parties affirmatively agree in writing. If any of the prohibitions in the preceding paragraph is held to be unenforceable as to a particular claim, then that claim (and only that claim) must be severed from the arbitration and brought in court. In that instance, or any instance when a claim between You and Suddenlink proceeds to court rather than through arbitration, You and Suddenlink each waive the right to any trial by jury through this Agreement.

h. **Severability and Survival.** If any other portion of this arbitration provision is determined to be unenforceable, then the remainder of this arbitration provision shall be given full force and effect. The terms of the arbitration provision shall survive termination, amendment or expiration of this Agreement.

**31. Governing Law.** Subject to Section 26.f above, this Agreement shall be governed by the laws of the state of New York.

**32. Severability.** If any term or condition of this Agreement shall be adjudicated or determined as invalid or unenforceable by a court, tribunal or arbitrator with appropriate jurisdiction over the subject matter, the remainder of the Agreement with respect to such claim shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

**33. No Relationship.** Nothing in this Agreement will create any joint venture, joint employer, franchisee-franchisor, employer-employee or principal-agent relationship between Suddenlink and any content, backbone, network, circuit and other technology or communications providers, software and other licensors, hardware and equipment suppliers or other third party providers of elements of the High Speed Internet Service, nor impose upon any such companies any obligations for any losses, debts or other obligations incurred by the other.

**34. Survival.** All representations, warranties, indemnifications, dispute resolution provisions and limitations of liability contained in this Agreement shall survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination (including legal conditions, payment, and Suddenlink rights and the rights of others).

**35. Force Majeure.** Suddenlink Parties shall not be liable for any delay or failure of performance or Equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government including state and local governments having or claiming jurisdiction over Suddenlink, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments or of any military authority; preemption of existing service in compliance with national emergencies, acts of terrorism, insurrections, riots, wars, unavailability of rights-of-way, material shortages, strikes, lockouts, or work stoppages.

**36. Entire Agreement.** This Agreement, including the applicable Additional Terms of Service, Privacy Policy and Acceptable Use Policy ("AUP"), the Service Order and the Schedule of Fees constitute the entire agreement between Suddenlink and Customer with respect to the Services. No undertaking, representation or warranty made by an agent or representative of Suddenlink in connection with the

sale, installation, maintenance or removal of Suddenlink's Services or Equipment shall be binding on Suddenlink except as expressly included herein.

**37. Amendment; Notice.** Suddenlink may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time. Suddenlink may notify Customer of any such changes to this Agreement, or any other required or desired notice hereunder, by posting notice of such changes on Suddenlink's website ([www.suddenlink.com](http://www.suddenlink.com)), or by sending notice via email or postal mail to Customer's billing address, and/or by contacting the telephone number(s) on Customer's account (including mobile phones) by means such as but not limited to browser bulletins, walled garden (browser interruption), voice, SMS, MMS, and text messages, including by the use of by automatic telephone dialing systems. Customer agrees that any one of the foregoing will constitute sufficient notice. Because Suddenlink may from time to time notify Customer about important information regarding the Services, the Privacy Policy and this Agreement by such methods, Customer agrees to regularly check postal mail, e-mail and all postings on the Suddenlink web site ([www.suddenlink.com](http://www.suddenlink.com)) and Customer bears the risk of failing to do so. The Customer's continued use of the applicable Service(s) following notice of such change, modification or amendment shall be deemed to be the Customer's acceptance of any such revision. If Customer does not agree to any revision of this Agreement, Customer must immediately cease use of the all Service(s) and notify Suddenlink that Customer is cancelling this Agreement in accordance with the then-current policy.

**Exhibit A**  
**Service Level Agreement (Fiber Services Only) Not applicable to COAX**

This Service Level Agreement ("SLA") covers the local transport area to the Suddenlink demarcation point including Suddenlink equipment associated with the endpoints such as POE devices and routers. The provisions described below shall be Customer's sole and exclusive remedy in the event of Interruption.

**MEAN TIME TO REPAIR**

Suddenlink's objective is a four (4) hour mean-time-to-repair ("MTTR")

**SERVICE LEVEL GUARANTEE**

**Interruption/Outage ("Interruption"):** Defined as a total loss of Service.

**Service Level Guarantee:** If Customer detects an Interruption, Customer shall open a trouble ticket with Suddenlink Network Operation Center by calling 866-232-5455 (option 4) or via the customer portal at Suddenlink.com. An Interruption period begins when Customer reports a circuit/service failure, opens a valid trouble ticket and releases it for testing and repair. The controlling record for the purpose of determining the duration of the Interruption and calculating credits shall be the date/time stamp on the trouble reporting ticket as generated by Suddenlink's trouble reporting system. An Interruption period ends when the circuit/service is operative.

- a. If Customer reports a circuit/service to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- b. If an Altice/ Suddenlink technician is dispatched for a reported failure and it is determined that such failure is not within Suddenlink's control, Customer will be subject to a truck roll fee for any subsequent dispatch/truck roll(s) requested.
- c. Customer may request a credit, in writing, and reference the date of the ticket. Requests for credit must be submitted to customercare@suddenlink.com within thirty (30) calendar days of the Interruption.
- d. For calculating credit allowances, every month is considered to have thirty (30) days.
- e. A credit allowance is applied on a pro rata basis against the monthly recurring charge for the affected circuit/service and is dependent upon the length of the Interruption.

Suddenlink shall credit Customer's monthly recurring charges for the circuit/service experiencing the Interruption as follows:

<b><u>Outage Duration</u></b>	<b><u>Credit of Monthly Charges</u></b>
Less than 30 minutes	none
30 minutes up to but not including 3 hrs	1/10 of a day
3 hrs up to but not including 6 hrs	1/5 of a day
6 hrs up to but not including 9 hrs	2/5 of a day
9 hrs up to but not including 12 hrs	3/5 of a day
12 hrs up to but not including 15 hrs	4/5 of a day
15 hrs up to and including 24 hrs	1 day
Over 24 hours	2 days for each full 24-hour period

**Limitations:** Total credits in a given month shall not exceed one hundred percent (100%) of the monthly recurring charge for the affected circuit/service in that month.

**No credit allowance will be made for:**

- a. Interruptions caused by the negligence of Customer or third parties outside of Suddenlink's control.
- b. Interruptions due to the failure of power, equipment, systems or connections not provided by Suddenlink under this Agreement.
- c. Interruptions during any period when Customer has released the circuit for maintenance or rearrangement purposes or for the implementation of a Customer order.
- d. Interruptions which continue because of Customer's failure to authorize replacement of any element of the Service.
- e. Interruptions due to force majeure events.
- f. No trouble found or where the fault of the trouble is undetermined.

\_\_\_\_\_



**Quote for CHS**

Announcements \$1.50 each – no minimum order

Cap, gown, and tassel unit - \$42.95

Jackets (to include leather sleeves and letter) - \$188.00

Class Ring – attached

Also, we have announcements and we have graduation packages.

Other

HERFF HONES CLASS RINGS



Metal  
Gold or Silver toned? The choice is yours!



TRIBUTE - MEN'S (A1)

Price based on metal choice White Lustrum®

3 easy payments of \$99.67

\$299.00

Gender Male

Style Series: Century  
Style: Century (Oval)  
Size: XL

Metal Metal Quality: Ultrium  
Metal Finish: Natural **Add \$25.00**  
Construction: Solid Back  
Palm Side: Hand Sculptured **Add \$15.00**

Stone Stone: Birthstones - Garnet (Jan)  
Stone Size: 12x10 MM **Add \$20.00**  
Top Cut: Diamond **Add \$20.00**  
Stone Option: Sunburst  
Treatment: None

Pridelines Right Side Type: Prideline  
Right Prideline: SME94 - Football  
Right Raised/Priced: Raised  
Right Side Name: P.C. NORTH  
Left Side Type: Mascot  
Left Prideline: Your School Custom Mascot

Engraving Engraving: Full Name **Add \$20.00**  
Engraving Name: James Matthew Sta  
Engraving Type: Script  
Sprt Symbol: None

\*Subtotal does not include any applicable taxes, shipping and handling fees

Subtotal: \$379.95

Minimum Deposit: \$100

REVIEW

Review your selections:

Included

Stone Color: January Garnet GAR [Edit](#)

Included

Stone Options: Sunburst Cut [Edit](#)

Included

Side 1 Design: School Mascot | P.C. NORTH [Edit](#)

Included

Side 2 Design: Football 621 | 10 LETTERS [Edit](#)

Metal Quality: White Lustrum® [Edit](#)

Metal Finish: Satin [Edit](#)

Graduation Year: 2021 [Edit](#)

Engraving: Full Name | James Matthew Stanley [Edit](#)

Palm Side: Textured Band [Edit](#)

Keepsake Box: No keepsake box [Edit](#)

Ring Size: 12.5 [Edit](#)

Product Protection Plan: Standard Protection Plan - 4 years [Edit](#)

SAVE

CONTINUE

## Jostens schools within an hour from your school

Amber-Pocasset

Apache

Binger Oney

Blanchard

Bridge Creek

Calumet

Carnegie

Central

Corn Bible

Duncan

El Reno

Elgin

Gracemont

Hinton

Hydro Eakly

Lawton

Lexington

Marlow

Moore

Mountain View –Gotebo

Mustang

Newcastle

Ninnekah

Noble

Norman

Purcell

Tuttle

Union City

Washington

Yukon



**TOTAL SERVICE PROGRAM**

Jostens and Chickasha HS, located in the City of Chickasha, with the consent and approval of the Administration agree as follows:

1. Jostens will provide reserved production time for the manufacturing of your school's products.
2. Jostens guarantees all delivered products to be free from defects in workmanship and materials and to be of the high quality standard described on its orders and on the invoices under which they are sold. Any defective merchandise will be repaired or replaced with no charge.
3. Based on the individual order dates, Jostens. Agrees to deliver your school's products in a timely manner.
4. Both parties, to ensure the customer's complete satisfaction, will review this agreement annually. The annual review will include a discussion of products, prices and services. The school and or district office may terminate the contract at the end of any year.
5. Jostens will extend this agreement for products listed below for school years:  
2022 to 2025.

- ⊗ Class Rings – Exclusive supplier all classes
- ⊗ Announcements and keepsakes
- ⊗ Diplomas
- ⊗ Caps and Gowns

6. Remarks:

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7. This agreement is approved by the following school officials who are so delegated by the school and whose signatures appear below:

\_\_\_\_\_  
Signature

Chickasha High School  
School Name

\_\_\_\_\_  
Printed Name

101 John Cowan Dr.  
Street Address

Chickasha, OK 73018  
City, State, Zip

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rep Signature

PURPOSE OF ACCOUNT  
2020-2021

**ACCOUNT NAME:** LINCOLN ELEMENTARY SCHOOL CLUBS

**PURPOSE OF ACCOUNT:** To provide for activities of the Student Government and any and all related groups. To accumulate & spend revenues collected by the Lincoln clubs and organizations and to enhance instructional services and programs.

**REVENUE:** SchoolStore.com, Robotics dues, fundraisers, reimbursements and refunds, prizes, summer camp tuition, member contributions, and grants,

**LIST FUND RAISERS:** Candy Sales    Coupon Sales    T-Shirts    Sweatshirts    Silent Auctions  
Lincoln Attire    CHS Attire    Campus Beautification    Robotics Camp  
Movie Tickets    Raffles    Car Wash

**EXPENSES:** Teaching/Classroom Supplies; Instructional materials and publications; Refreshments/food items for staff; positive incentives for students & Staff; Lincoln Elementary classroom needs, AR & end of the year parties, Robotic competitions event; presentations, hardware and fundraising events, Reimbursements; publicity expenses; tools, materials, software office and computer supplies for keeping, maintaining and producing robotic related materials; workshop and conference fees; donations General Funds for salaries; spirit week activities party decorations, food and supplies; uniforms and shirts as needed; fieldtrip expenses

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Dr. R.P. Shantel  
Custodian Signature

**ACTIVITY FUND USE ONLY**

May 9, 2021  
Date Approved

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Board President Signature

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Date Approved

**Chickasha Public Schools**  
**Exhibit A**  
**May 10, 2021**

**2021-22 Certified Temporary Hire(s)**

Bill Wallace	Position	Effective Date
Laura Martin	Pre K Teacher	2021/2022
Dominique Golightly	Kindergarten Teacher	2021/2022
Grand	Position	Effective Date
Audra Peterson	3rd Grade Teacher	2021/2022
Chris Albrect	4th Grade Teacher	2021/2022
Lincoln	Position	Effective Date
Michele Green	5th Grade Teacher	2021/2022
CMS	Position	Effective Date
Abera Alexander	Math Teacher	2021/2022
Lacee Broyles	Art Teacher	2021/2022
CHS	Position	Effective Date
Walter Kerrick	Special Education Teacher	2021/2022

**2021-22 Certified Extra Duty(s)**

Grand	Position	Effective Date
Amy Adams	Virtual Tutor	3/22/2021
Tarah Kinney	Virtual Tutor Substitutue	3/22/2021
Lincoln	Position	Effective Date
Cynthia Turner	Virtual Tutor	3/22/2021
CMS	Position	Effective Date
Tammy Wilson	Homebased Teacher	4/27/2021

**2020-21 Certified Transfers/Promotions/Re-assignments/Workday Adjustments(s)**

Bill Wallace	From:	To:	Effective Date
Lacee Broyles	Secretary (Support)	Art Teacher (Certified)	2021/2022
Grand	From:	To:	Effective Date
Raylee Butler	2nd Grade Teacher	Counselor	2021/2022
Lincoln	From:	To:	Effective Date
Cheryl Music-Sweeden	6th grade Teacher at Lincoln	English Teacher at CMS	2021/2022
CHS	From:	To:	Effective Date

Mona Greenfield	Counselor CHS	Student Accounting, Assessment, and Communications Coordinator	7/1/2021
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**2020-21 Certified Retirement(s)**

CMS	Position	Effective Date
Steve Jones	Tech Teacher	5/25/2021

**2020-21 Certified Resignation(s)**

Bill Wallace	Position	Effective Date
Julie Pruitt	Music Teacher	5/25/2021
CMS	Position	Effective Date
Wade Whatley	Social Studies Teacher	5/25/2021
Administration	Position	Effective Date
Seth Meier	Executive Director of Curriculum and Personnel	7/12/2021

**2020-21 Support Leave of Absence**

Operations	Position	Effective Date	End Date
Robert Buckner	Custodian	5/26/2021	8/1/2021

**2020-21 Support Hire(s)**

Lincoln	Position	Effective Date
Michelle Fowler	Secretary	2021/2022

**2020-21 Support Retirement(s)**

Transportation	Position	Effective Date
Alton Rawlins	Bus Driver	4/30/2021

**2020-21 Support Resignation(s)**

Grand	Position	Effective Date
Rachel Wilkerson	Library Assistant	5/25/2021

**2020-21 Support Extra Duty**

**2021-22 Support Transfers/Promotions/Re-assignments/Workday Adjustments(s)**

Central Kitchen	From:	To:	Effective Date
Shauna Dougherty	Cook/Server	Dept. Head	4/12/2021
Bill Wallace	From:	To:	Effective Date
Jaime Evans	Art Teacher 0.5 BW/0.5 GE	Art Teacher BWECC FT	2021/2022
Mary Curtis	Tech Teacher PT	Tech Teacher FT	2021/2022
Michelle Castleberry	Federal Programs Teacher 0.5 BW/ 0.5 GE	Federal Programs Teacher GE FT	2021/2022

Grand	From:	To:	Effective Date
Susan Cerny	Music Teacher 0.5 GE/0.5 CMS	Music Teacher GE FT	2021/2022
Regan Jantzen	PE Teacher 0.5 GE/0.5 BW	PE Teacher GE FT	2021/2022
Brandon Willis	STEM/GT Teacher 0.5 GE/0.5 LE	STEM/GT Teacher GE FT	2021/2022
Lincoln	From:	To:	Effective Date
Tony Mosley	ISR Monitor Lincoln	ISR Monitor CHS	2021/2022
Transportation	From:	To:	Effective Date
Susan Parr	Administrative Assistant/Transportation	Transportation Supervisor	5/24/2021

#### 2021-22 Certified Rehire(s)

CHS	Position	Effective Date
Joe Molder	Computer Teacher	2021/2022
Administration	Position	Effective Date
Tammy Swinburne	Psychometrist	2021/2022
Donna York	Intervention Teacher PT	2021/2022

#### 2021-22 Support Rehire(s)

Administration	Position	Effective Date
Abby Bauman	Personnel Clerk	2021/2022
Rochelle Bowens	Administrative Assistant	2021/2022
Janet Dunavant	Administrative Assistant	2021/2022
Michelle Fleetwood	Administrative Assistant	2021/2022
Vicki Gassaway	Treasurer	2021/2022
Kelly Hair	Encumbrance Clerk	2021/2022
Aubrey Mills	Payroll	2021/2022
Susan Parr	Administrative Assistant	2021/2022
Carla Nicholas	Administrative Assistant	2021/2022
Bill Wallace	Position	Effective Date
Charlotte Moore	Library Assistant	2021/2022
Wilma Dudley	Secretary	2021/2022
Brandie Samaniego	Teacher Assistant	2021/2022
Angie Cason	Teacher Assistant	2021/2022
Chritina Reeder	Teacher Assistant	2021/2022
Carol Martinez	Teacher Assistant	2021/2022
Melissa James	Teacher Assistant	2021/2022
Sarah Josey	Teacher Assistant	2021/2022
Judi Thomas	Teacher Assistant	2021/2022
Jessica Barron	Paraprofessional	2021/2022
Sheryll Rodgers	Paraprofessional	2021/2022

Dana Irby	Paraprofessional	2021/2022
Brooke Brandt	Paraprofessional	2021/2022
Darla Williams	Paraprofessional	2021/2022
Michelle Peace	Paraprofessional	2021/2022
<b>Grand</b>	<b>Position</b>	<b>Effective Date</b>
Marcie Adkisson	Paraprofessional	2021/2022
Linda Anderson	Paraprofessional	2021/2022
Brittany Bollinger	Speech Path Assistant	2021/2022
Amy Bowles	Secretary	2021/2022
Lori Brandt	Paraprofessional	2021/2022
Glena Brock	Secretary	2021/2022
Katrina Marchbanks	Paraprofessional	2021/2022
Kristyl Reed	Secretary	2021/2022
Susannah Tate	Paraprofessional	2021/2022
<b>Lincoln</b>	<b>Position</b>	<b>Effective Date</b>
Trish Smith	Secretary	2021/2022
Melissa Nye	Library Assistant	2021/2022
Susan Stuke	Paraprofessional	2021/2022
Julie DeBard	Paraprofessional	2021/2022
<b>CMS</b>	<b>Position</b>	<b>Effective Date</b>
Ann Berry	SPED Paraprofessional	2021/2022
Mindy Crow	ISR Monitor	2021/2022
Ann Dyer	Library Assistant	2021/2022
Cassidy Fletcher	SPED Paraprofessional	2021/2022
Matthew Givens	Teacher Assistant 0.5 MS/0.5 CHS	2021/2022
Eric Golightly	SPED Paraprofessional	2021/2022
Jo Hoton	Secretary	2021/2022
Sara Ketchum	SPED Paraprofessional	2021/2022
Leta Pruitt	SPED Paraprofessional	2021/2022
Charlotte Tapp	Secretary	2021/2022
<b>CHS</b>	<b>Position</b>	<b>Effective Date</b>
Rosalind Alexander	Library Assistant	2021/2022
Pam Brandt	Paraprofessional	2021/2022
Angela Davis	Paraprofessional	2021/2022
Tasha Ellis	Secretary	2021/2022
Robin Grossnicklaus	Credit Recovery	2021/2022
Kathy Irvine	Paraprofessional	2021/2022
Dewey Mosshart	Paraprofessional	2021/2022
Elaine Murray	Secretary	2021/2022
Teresa Russell	Secretary	2021/2022

Terrie Snyder	Secretary	2021/2022
<b>CQA</b>	<b>Position</b>	<b>Effective Date</b>
Whitney Molder	Administrative Assitant	2021/2022
Cynthia Ferguson	Teachers Assitant	2021/2022
<b>Maintenance</b>	<b>Position</b>	<b>Effective Date</b>
Patty Ballinger	Head Custodian	2021/2022
Crystal Beach	Custodian 2 hrs.	2021/2022
Lavon Blalock	Mail Clerk	2021/2022
Debbie Bradford	Custodian	2021/2022
Robert Buckner	Custodian	2021/2022
Mary Bowens-Davis	Custodian	2021/2022
Ed Doshier	Custodian	2021/2022
Mark Crowder	Maintenance	2021/2022
Kendra Curtis	Custodian	2021/2022
Brenda Davidson	Custodian	2021/2022
Noel Ehrlich	Skilled Labor	2021/2022
Melissa Estrada	Custodian 4 Hrs	2021/2022
Kailyn Givens	Custodian	2021/2022
Jeanetta Hill	Custodian	2021/2022
Kyle Horton	Grounds	2021/2022
Linda Horton	Custodian	2021/2022
Ron Johnson	Custodian	2021/2022
Susan Kemp	Custodian 2 hrs.	2021/2022
Jeff Kinsey	Maintenance	2021/2022
Tyler Kinsey	Grounds	2021/2022
Jera Linsley	Custodian	2021/2022
Kimberly Lucas	Custodian	2021/2022
Darla McArthur	Custodian 3 Hrs.	2021/2022
Anita Nacoste	Custodian	2021/2022
Otto Reinhart	Head Custodian	2021/2022
Jamie Saunier	Grounds	2021/2022
Becky Showalter	Custodian	2021/2022
Jeanetta Thomas	Custodian	2021/2022
Judy Walley	Custodian	2021/2022
Renita Williams	Custodian	2021/2022
Pierre Williams	Grounds 5 Hrs.	2021/2022
<b>Transportation</b>	<b>Position</b>	<b>Effective Date</b>
Crystal Beach	Bus Monitor 5hrs.	2021/2022
Lavon Blalock	Bus Driver	2021/2022
Deborah Bryant	Bus Driver	2021/2022

Brenda Davidson	Bus Driver	2021/2022
Melissa Estrada	Bust Monitor 4 Hrs.	2021/2022
Matthew Givens	Bus Driver 4 Hrs	2021/2022
Roger Haney	Bus Driver	2021/2022
Kathy Kaiser	Bus Monitor	2021/2022
Susan Kemp	Bus Monitor 4 hrs.	2021/2022
Michael Kyees	Bus Driver	2021/2022
Lynn Lee	Bus Driver 4 Hr.	2021/2022
Darla McArthur	Bus Driver 5 Hrs.	2021/2022
Michael Minard	Bus Driver	2021/2022
Louise Plummer	Bus Driver	2021/2022
Johnny Riley	Bus Driver	2021/2022
Stephanie Riley	Bus Driver	2021/2022
Jamie Sauner	Bus Monitor	2021/2022
Kirsten Saunier	Bus Monitor	2021/2022
Rachele Saunier	Bus Monitor	2021/2022
Billy Voorhies	Bus Driver	2021/2022
Central Kitchen	Position	Effective Date
Twila Carroll	Cook/Server 3 Hrs.	2021/2022
Tammy Casimir	Cook/Server	2021/2022
Vonnie Davidson	Central Kitchen Manager	2021/2022
Shawna Dougherty	Department Head	2021/2022
Leslie Edwards	Leader Assistant	2021/2022
Linda Hawkins	Dishwasher	2021/2022
Sylvia Herrera	Cook/Server	2021/2022
Rosa Halcomb	Leader Assistant	2021/2022
Darlene Johnson	Cook/Server	2021/2022
Alice Ketchum	Department Head	2021/2022
Tamara Lynch	Leader Assistant	2021/2022
Debbie Lynn	Department Head	2021/2022
Alicia Mays	Cook/Server	2021/2022
Michael Mitchell	Custodian	2021/2022
Selina Miracle	Cook/Serber	2021/2022
Amanda Overby	Cook/Server	2021/2022
Michael Pitchford	Delivery Driver	2021/2022
Kimberly Radford	Leader Assistant	2021/2022
Linda Reed	Cook/Server	2021/2022
Staci Reinhart	Cook/Server	2021/2022
Suzanna Reyes	Leader Assistant	2021/2022
Brenda Saunier	Department Head	2021/2022

Janet Schmidt	Cook/Server	2021/2022
Nora Tomlin	Cook/Server	2021/2022
Janet Waters	Cook/Server	2021/2022
Latonia Watson	Cook/Server	2021/2022
Tamecha Wilson	Cook/Server	2021/2022
Gay Young	Secretary	2021/2022

### 2021-22 Head Coach Rehires

Athletics	Position	Effective Date
Regan Jantzen	Archery - High School	2021/2022
Jeff Brewer	Baseball - High School	2021/2022
Jack Hankins	Boys Basketball - High School	2021/2022
Lisa Turner	Cheer - High School	2021/2022
Olivia Elliott	Pom - High School	2021/2022
Angela Widener	Cross County - High School	2021/2022
Jerry Don Bray	Football - High School	2021/2022
Chad Randle	Golf (Boys and Girls) - High School	2021/2022
Joe Molder	Powerlifting - High School	2021/2022
Damon Mantooth	Boys Soccer - High School	2021/2022
Bethany Goble	Girls Soccer - High School	2021/2022
Lauren Whatley	Softball - High School	2021/2022
Yvonne Kennedy	Swim (Boys and Girls) - High School	2021/2022
Zach Widener	Boys Tennis - High School	2021/2022
Angela Widener	Girls Tennis - High School	2021/2022
Nancy Waters	Volleyball - High School	2021/2022
Chad Randle	Wrestling - High School	2021/2022
Nancy Waters	Girls Track - High School	2021/2022

### 2020-21 Summer School Certified Hire(s)

Bill Wallace	Position	Effective Date
Keeley Jared	Summer School Teacher	06/03/2021
Kourtney Lively	Summer School Teacher	06/03/2021
Thomas Jeffries	Summer School Teacher	06/03/2021
Nikki Klipp	Summer School Teacher	06/03/2021
Brandi Mantooth	Summer School Teacher	06/03/2021
Grand	Position	Effective Date
Tara Beavers	Summer School Teacher	06/03/2021
Christopher Albrecht	Summer School Teacher	06/03/2021
Lisa Youngblood	Summer School Teacher	06/03/2021

Lincoln	Position	Effective Date
Tish Kennedy	Summer School Teacher	06/03/2021
Joanie McDonald	Summer School Teacher	06/03/2021
Jennifer Willis	Summer School Teacher	06/03/2021
CMS	Position	Effective Date
Jessica Myers	Summer School Teacher	06/03/2021
Betsy Phillips	Summer School Teacher	06/03/2021
Michael Voyles	Summer School Teacher	06/03/2021
CHS	Position	Effective Date
Anthony Klipp	Summer School Teacher	06/03/2021
Sharita Brown	Summer School Teacher	06/03/2021
Max Matthes	Summer School Teacher	06/03/2021
Dana Turpin	Summer School Teacher	06/03/2021
Ginger Lovelace-Gordon	Summer School Teacher	06/03/2021
Travis Parish	Summer School Teacher	06/03/2021

#### 2020-21 Summer School Support Hire(s)

Transportation	Position	Effective Date
Debra Bryant	Bus Driver	6/3/2021
Mike Minard	Bus Driver	6/3/2021
Matthew Givens	Bus Driver	6/3/2021
Brenda Davidson	Bus Driver	6/3/2021
Central Kitchen	Position	Effective Date
Debbie Lynn	Summer Feeding Program	6/3/2021
Megan Colvin	Summer Feeding Program Substitute	6/3/2021
CMS	Position	Effective Date
Leta Pruitt	Summer School Paraprofessional	6/3/2021

#### 2020-21 ESY Certified Hire(s)

Bill Wallace	Position	Effective Date
Brandi Mantooh	ESY Teacher	6/1/2021
Jeanella Mendenhall	ESY Teacher	6/1/2021
Grand	Position	Effective Date
Lisa Youngblood	ESY Teacher	6/1/2021
CMS	Position	Effective Date
Amber Johnson	ESY Teacher	6/1/2021
Michael Voyles	ESY Teacher	6/1/2021
CHS	Position	Effective Date
Max Matthes	ESY Teacher	6/1/2021

**2020-21 ESY Support Hire(s)**

CMS	Position	Effective Date
Leta Pruitt	ESY Paraprofessional	6/1/2021

**2020-21 JOM Certified Hire(s)**

CMS	Position	Effective Date
Donya Charlson	JOM Teacher	6/1/2021

**2020-21 JOM Support Hire(s)**

CHS	Position	Effective Date
Tasha Ellis	JOM Teacher Assitant	6/1/2021
Terrie Snyder	JOM Teacher Assitant	6/1/2021