



**WELLSTON BOARD OF EDUCATION  
BOARD AGENDA**

Special Meetings, Thursday, July 21, 2022, at 5:30 PM  
Administration Building  
708 Birch Avenue  
Wellston, Oklahoma 74881

(Note: The Board may discuss, vote to approve, vote to disapprove, vote to table or decide not to discuss any item on the agenda.)

1. Call to Order
2. Roll Call
3. Establishment of a Quorum
4. Possible consideration and vote to approve Agenda
5. Discussion and possible action on approving the minutes of the July 7, 2022 regular board meeting.
6. Discussion and possible action on entering into a credit card agreement with Arvest.
7. Acknowledge the resignation of Janelle Lawson and Robyn Smith as well as any other resignations received.
8. **PERSONNEL** Vote to go into executive session to:
  - (a) Discuss personnel, review applications, discuss resignations, discuss employment of replacements pursuant to 25 O.S. §307 (B) (1).
  - (b) Discuss hiring an elementary teacher(s) pursuant to 25 O.S. §307 (B) (1).
  - (c) Discuss hiring teachers' assistants pursuant to 25 O.S. §307 (B) (1).
  - (d) Discuss hiring a support staff employee pursuant to 25 O.S. §307 (B) (1).
  - (e) Discuss amending the School Resource Officer contract with the Town of Wellston pursuant to O.S. §307 (B) (1).
- 8.1. Acknowledge the board's return to open session.
- 8.2. Executive Session Minutes Compliance Announcement.
- 8.3. Discussion and possible action on hiring an elementary classroom teacher.
- 8.4. Discussion and possible action on hiring an elementary PE teacher.
- 8.5. Discussion and possible action on hiring elementary teacher's assistant(s).
- 8.6. Discussion and possible action on hiring a support staff personnel employee.
- 8.7. Discussion and possible action on amending the School Resource Officer Contract with the Town of Wellston.
9. **Information to and from the Board**
10. **Adjournment**

POSTED: WELLSTON SCHOOL ADMINISTRATION BUILDING  
DATE: Monday July 18, 2022 at 3:30 p.m.

POSTED BY: MIKE FRANZ



## Wellston Board of Education Regular Meeting

Thursday, July 7, 2022 6:30 PM Central

Administration Building, 708 Birch Avenue, Wellston, Oklahoma 74881

Mallory Ebers: Present  
Crystal Hull: Present  
Tucker McConnell: Absent  
Justin Rackley: Present  
Brock Terrell: Present  
Present: 4, Absent: 1.

### 1. ROUTINE ITEMS

#### 1.1. Call to Order

Called to order at 6:30 p.m.

#### 1.2. Roll Call

Members Present: Mallory Ebers - Vice President, Crystal Hull - Clerk, Brock Terrell and Justin Rackley- members.

Absent: Tucker McConnell - President.

Others Present: Mike Franz- Superintendent, Greg Grimmett- MS/HS Principal, Susan Wray- ES Principal, Beth Withrow- Minutes' Clerk, and Dawn Yates- Treasurer.

Guests present include Marvin Bennett, Dillon Endecott, Spence McConnell, and Betty Waterson.

#### 1.3. Establishment of a Quorum

Quorum established.

#### 1.4. Possible consideration and vote to approve Agenda

Motion to approve the agenda. This motion, made by Justin Rackley and seconded by Brock Terrell, Carried.

Mallory Ebers: Yea  
Crystal Hull: Yea  
Tucker McConnell: Absent  
Justin Rackley: Yea  
Brock Terrell: Yea

Yea: 4, Nay: 0, Absent: 1

**2. PUBLIC COMMENT** All meetings of the Board of Education shall be open to the public and any regular meeting shall include an opportunity for the public to address the Board. Public Comments are limited to three (3) minutes and must be related to an agenda item or topic. Any individual wishing to address the board of education must communicate to the superintendent by letter per policy BED-R and BED-E. Where several people wish to address the same subject, a

spokesperson must be selected. The Board President may interrupt and terminate any comments that are not in accordance with any of these criteria or in keeping with Board Policy BED-R. Board members may not respond to speakers' comments. See attachment.

None.

### **3. REPORTS FROM SCHOOL PERSONNEL AND OTHERS**

#### **3.1. Superintendent's Report**

Final FY22 numbers, Carry Over Estimate, Acknowledge the resignation of Kyle Richter, all hired employees have completed their new hire paperwork.

#### **3.2. High School/Middle School Principal's Report**

Finishing the state reports, working on handbook updates, and met with two of the new teachers.

#### **3.3. Elementary Principal's Report**

Getting updated on current enrollment, schedule and school policies and procedures as well as meeting teachers and personnel.

#### **3.4. Booster Club Report**

Working on getting pens and electric bids and they have put a building committee together.

**4. CONSENT AGENDA:** All of the following items, which concern reports and items of 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 vote of items 4.1. - 4.8.

Motion to approve Consent Agenda in mass items 4.1. - 4.8. This motion, made by Brock Terrell and seconded by Justin Rackley, Carried.

Mallory Ebers: Yea

Crystal Hull: Yea

Tucker McConnell: Absent

Justin Rackley: Yea

Brock Terrell: Yea

Yea: 4, Nay: 0, Absent: 1

4.1. Approve minutes of the June 2, 2022 regular and June 16, 2022 special board meeting

4.2. Accept Treasurer's Report including: Financial statements, fund balances, expenditures, revenue, warrants, bank summary, bond reports, and investments for the month ending

4.3. General Fund Payments

4.4. Child Nutrition Payments are included with General Fund Payments

4.5. Building Fund Payments

4.6. Bond 31 Payments

4.7. Approve Blanket Purchase Orders

4.8. Discussion and possible action declaring district inventory as surplus

### **5. BUSINESS (ACTION) ITEMS**

5.1. Discussion and possible action on the CLEP Plan for the 2022-2023 school year.  
Motion to approve the CLEP Plan for the 2022-2023 school year as presented. This motion, made by Justin Rackley and seconded by Crystal Hull, Carried.

Mallory Ebers: Yea  
Crystal Hull: Yea  
Tucker McConnell: Absent  
Justin Rackley: Yea  
Brock Terrell: Yea  
Yea: 4, Nay: 0, Absent: 1

5.2. Discussion and possible action on adding Greg Grimmett to the MS/HS Activity Fund account.

Motion to add Greg Grimmett to the MS/HS Activity Fund Account. This motion, made by Mallory Ebers and seconded by Justin Rackley, Carried.

Mallory Ebers: Yea  
Crystal Hull: Yea  
Tucker McConnell: Absent  
Justin Rackley: Yea  
Brock Terrell: Yea  
Yea: 4, Nay: 0, Absent: 1

5.3. Discussion and possible action on removing Alisha Bennett and adding Susan Wray to the Elementary Activity Fund.

Motion to remove Alisha Bennett and add Susan Wray to the Elementary Activity Account. This motion, made by Brock Terrell and seconded by Crystal Hull, Carried.

Mallory Ebers: Yea  
Crystal Hull: Yea  
Tucker McConnell: Absent  
Justin Rackley: Yea  
Brock Terrell: Yea  
Yea: 4, Nay: 0, Absent: 1

5.4. Discussion and possible action on contracts and memorandums for the 2022-23 school year.

Motion to approve contracts and memorandums in mass, items 5.4.1. - 5.4.11. This motion, made by Crystal Hull and seconded by Justin Rackley, Carried.

Mallory Ebers: Yea  
Crystal Hull: Yea  
Tucker McConnell: Absent  
Justin Rackley: Yea  
Brock Terrell: Yea  
Yea: 4, Nay: 0, Absent: 1

5.4.1. Memorandum Of Agreement - Kickapoo Tribe of Oklahoma Behavioral Health Program

5.4.2. Contract - Janice Gray as the school psychometrist

- 5.4.3. Contract - Career Tech
- 5.4.4. Contract - IXL
- 5.4.5. Contract - Apex
- 5.4.6. Contract - Dibels/Amplify
- 5.4.7. Contract - AR/Renaissance
- 5.4.8. Contract/membership - OROS
- 5.4.9. Contract - No Red Ink
- 5.4.10. Contract - Moby Max
- 5.4.11. Contract - Starfall

5.5. Discussion and possible action on OSSBA recommended policies:  
 Motion to approve OSSBA recommended policies listed, items 5.5.1. - 5.5.2. This motion, made by Brock Terrell and seconded by Justin Rackley, Carried.

Mallory Ebers: Yea  
 Crystal Hull: Yea  
 Tucker McConnell: Absent  
 Justin Rackley: Yea  
 Brock Terrell: Yea  
 Yea: 4, Nay: 0, Absent: 1

5.5.1. Policy DHAC (STAFF MEMBERS AND SOCIAL MEDIA SITES)

5.5.2. Policy BEA (AGENDA PREPARATION)

5.6. Discussion and possible action approving baseball and softball budgets for the 2022-23 school year.

Motion to approve softball and baseball budgets for the 2022-2023 school year. This motion, made by Crystal Hull and seconded by Justin Rackley, Carried.

Mallory Ebers: Yea  
 Crystal Hull: Yea  
 Tucker McConnell: Absent  
 Justin Rackley: Yea  
 Brock Terrell: Yea  
 Yea: 4, Nay: 0, Absent: 1

5.7. Discussion and possible action on the purchase of a field mower and utility vehicle.

Motion to approve the purchase of a field mower and utility vehicle. This motion, made by Brock Terrell and seconded by Crystal Hull, Carried.

Mallory Ebers: Yea  
 Crystal Hull: Yea  
 Tucker McConnell: Absent  
 Justin Rackley: Yea  
 Brock Terrell: Yea

Yea: 4, Nay: 0, Absent: 1

## 6. NEW BUSINESS

7. **PERSONNEL** Vote to go into executive session to:

- (a) Discuss personnel, review applications, discuss resignations, discuss employment of replacements pursuant to 25 O.S. §307 (B) (1).
- (b) Discuss Support Salaries pursuant to 25 O.S. §307 (B) (1).
- (c) Discuss Extra Duty Salary Schedule pursuant to 25 O.S. §307 (B) (1).
- (d) Discuss hiring a secondary adjunct teacher(s) pursuant to 25 O.S. §307 (B) (1).
- (e) Discuss hiring an elementary teacher/counselor pursuant to 25 O.S. §307 (B) (1).
- (f) Discuss the purchase contract for the baseball field parking lot pursuant to 25 O.S. §307 (B) (3).
- (g) Discuss parent appeal on student retention decision pursuant to 25 O.S. §307 (B) (7).

Motion to go into executive session at 7:08 p.m. This motion, made by Mallory Ebers and seconded by Justin Rackley, Carried.

Mallory Ebers: Yea  
Crystal Hull: Yea  
Tucker McConnell: Absent  
Justin Rackley: Yea  
Brock Terrell: Yea  
Yea: 4, Nay: 0, Absent: 1

7.1. Acknowledge the board's return to open session.

Mallory Ebers acknowledged the board's return to open session at 8:54 p.m.

7.2. Executive Session Minutes Compliance Announcement.

Completed by Mallory Ebers.

7.3. Discussion and possible action on the Support Staff salaries for the 2022-2023 school year.

Motion to approve support staff salaries per superintendent recommendations for the 2022-2023 school year. This motion, made by Mallory Ebers and seconded by Justin Rackley, Carried.

Mallory Ebers: Yea  
Crystal Hull: Yea  
Tucker McConnell: Absent  
Justin Rackley: Yea  
Brock Terrell: Yea  
Yea: 4, Nay: 0, Absent: 1

7.4. Discussion and possible action on the Extra-Duty salaries for the 2022-2023 school year.

Motion to approve the extra duty salaries for the 2022-2023 school year per athletic director and superintendent recommendations. This motion, made by Mallory Ebers and seconded by Crystal Hull, Carried.

Mallory Ebers: Yea  
Crystal Hull: Yea  
Tucker McConnell: Absent

Justin Rackley: Yea  
Brock Terrell: Yea  
Yea: 4, Nay: 0, Absent: 1

7.5. Discussion and possible action on hiring a secondary adjunct science teacher for MS science classes

Motion to hire secondary adjunct science teacher Stacy Grimmett. This motion, made by Mallory Ebers and seconded by Justin Rackley, Carried.

Mallory Ebers: Yea  
Crystal Hull: Yea  
Tucker McConnell: Absent  
Justin Rackley: Yea  
Brock Terrell: Yea  
Yea: 4, Nay: 0, Absent: 1

7.6. Discussion and possible action on hiring a secondary adjunct art teacher for MS/HS Art classes

Motion to hire secondary adjunct art teacher Andrew Terrell. This motion, made by Mallory Ebers and seconded by Crystal Hull, Carried.

Mallory Ebers: Yea  
Crystal Hull: Yea  
Tucker McConnell: Absent  
Justin Rackley: Yea  
Brock Terrell: Yea  
Yea: 4, Nay: 0, Absent: 1

7.7. Discussion and possible action on hiring a secondary adjunct athletics teacher/coach. Motion to hire secondary adjunct athletic teacher and coach, head fast-pitch and slow-pitch softball coach, Ashley Goodman. This motion, made by Mallory Ebers and seconded by Crystal Hull, Carried.

Mallory Ebers: Yea  
Crystal Hull: Yea  
Tucker McConnell: Absent  
Justin Rackley: Yea  
Brock Terrell: Yea  
Yea: 4, Nay: 0, Absent: 1

7.8. Discuss and possible action on hiring an elementary teacher/counselor.

Motion to hire a district teacher and head high school girl's basketball coach, Chad Hutchinson for the 2022-2023 school year. This motion, made by Mallory Ebers and seconded by Brock Terrell, Carried.

Mallory Ebers: Yea  
Crystal Hull: Nay  
Tucker McConnell: Absent  
Justin Rackley: Yea  
Brock Terrell: Yea

Yea: 3, Nay: 1, Absent: 1

7.9. Discussion and possible action on the purchase contract for the baseball field parking lot.  
No action

**8. Information to and from the Board**

Next regular board meeting August 1, 2022 at 6:30 p.m. instead of August 4, 2022

**9. Adjournment**

Motion to adjourn at 8:59 p.m. This motion, made by Justin Rackley and seconded by Brock Terrell, Carried.

Mallory Ebers: Yea

Crystal Hull: Yea

Tucker McConnell: Absent

Justin Rackley: Yea

Brock Terrell: Yea

Yea: 4, Nay: 0, Absent: 1

▶ SECTION 1

NAICS Code	Company Tax ID	Company Credit Line Requested \$	Total number of cards requested
Total Monthly Company Debt \$	Gross Annual Revenue \$	Total Average DDA Balances \$	
Company Name (hereinafter referred to as the "Company")			
Company Physical Address (Required: No P.O. Box allowed. U.S. Address Only)			Suite/Unit#
City	State	Zip Code	
Mailing Address (if different)			
City	State	Zip Code	
Send mail and cards to:	Physical address	Mailing address	Company Phone Number †      Alternate Phone Number †
Company Web Site Address			Date Company Established
Company Name to appear on the cards: (maximum of 25 spaces)			Number of Employees

† If you have entered a cell phone number, or another number that you later convert to a cell phone number, you agree that we may contact you at this number. You also agree to receive calls and messages, such as pre-recorded messages, calls and messages from automated dialing systems, or text messages. Normal cell phone charges may apply.

BANK REFERENCE INFORMATION

Bank Name	Account Number
Bank Officer's Name	Bank Officer's Phone Number

▶ SECTION 2

BENEFICIAL OWNERSHIP INFORMATION

In an effort to understand your ownership structure, do any individuals own 25% or more of your Company, either directly or indirectly (via direct ownership by a company, trust, partnership, etc.)? (Check One):    Yes    No

*If yes, please complete this section for any individual beneficial owners. As of May 2018, subject to certain exceptions, the collection of this information is required by federal regulation as part of the ongoing fight against financial crime.*

Government agencies and non-profit organizations are not required to provide ownership information, although non-profit organizations are required to complete the "Controlling Manager Information" section (see below).

Name: First	Middle	Last (Suffix)	
Home Physical Address (Required: No P.O. Box allowed U.S. Address Only)			Suite/Unit/Apt#
City	State	Zip Code	Email Address
Date of Birth (MMDDYYYY)	% Ownership	For Indirect Owners: Name of the Entity through which Ownership is held	
Social Security Number	For Non-U.S. Persons: Passport Number or Alien Identification card Number		

# VISA Purchasing Card Application

## ▶ SECTION 2 continued

Name:First	Middle	Last(Suffix)	
Home Physical Address (Required: No P.O. Box allowed, U.S. Address Only)			Suite/Unit/Apt#
City	State	Zip Code	Email Address
Date of Birth (MMDDYYYY)	% Ownership	For Indirect Owners: Name of the Entity through which Ownership is held	
Social Security Number		For Non-U.S. Persons: Passport Number or Alien Identification card Number	

Name:First	Middle	Last(Suffix)	
Home Physical Address (Required: No P.O. Box allowed, U.S. Address Only)			Suite/Unit/Apt#
City	State	Zip	Email Address
Date of Birth (MMDDYYYY)	% Ownership	For Indirect Owners: Name of the Entity through which Ownership is held	
Social Security Number		For Non-U.S. Persons: Passport Number or Alien Identification card Number	

Name:First	Middle	Last(Suffix)	
Home Physical Address (Required: No P.O. Box allowed, U.S. Address Only)			Suite/Unit/Apt#
City	State	Zip Code	Email Address
Date of Birth (MMDDYYYY)	% Ownership	For Indirect Owners: Name of the Entity through which Ownership is held	
Social Security Number		For Non-U.S. Persons: Passport Number or Alien Identification card Number	

## ▶ SECTION 3

### COMPANY OWNER INFORMATION

Complete this section only if there are no individuals that own 25% or more of the entity. This person will also need to guarantee the account by signing the "Personal Guaranty" section below.

Company Owner Type Check One):

President    Treasurer    Owner/Proprietor    Partner/Principal    Vice President    General Manager    COO    CEO    CFO    Managing Member

Name:First	Middle	Last(Suffix)	
Home Physical Address (Required: No P.O. Box allowed, U.S. Address Only)			Suite/Unit/Apt#
City	State	Zip Code	Primary Phone Number
Date of Birth (MMDDYYYY)	% Ownership	Social Security Number	
Email Address			

Total Gross Monthly Income\*\*    Source of Total Gross Monthly Income  
\$

\*\* Alimony, child support or separate maintenance payments need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

# VISA Purchasing Card Application

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## ▶ SECTION 4

### CONTROLLING MANAGER INFORMATION

The following information must be obtained for the individual that has significant responsibility to control, manage or direct the legal entity. Typically, this will be the CEO or President. Nonprofits must complete this section.

Name: First	Middle	Last(Suffix)
Title		Date of Birth (MMDDYYYY)
Home or Company Physical Address (Required: No P.O. Box allowed, U.S. Address Only)		Suite/Unit/Apt #
City	State	Zip Code
Social Security Number		
For Non-U.S. Persons: Passport Number or Alien Identification Card Number		

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## ▶ SECTION 5

### STATEMENT BILLING CYCLE

A Consolidated Statement summarizing all activity for each individual account will be mailed to the address indicated above. In addition, each individual cardholder will receive a statement detailing his/her transactions for the month. A Consolidated Billing statement will be sent, and the Company will submit only one monthly payment:

Consolidated Billing Statement with Individual Memo Statements

Statement Cycle (Check desired day) Payment due date will be 25 days after billing.

1	4	6	9	12	14	15	18	23	24	LD (LD=Last Business day of the month)
Statement Method:	USPS Paper Statements		Email Statements (available the day after the statement cycles)							

Email Notification: *Monthly Statement* is ready for viewing, notification should be sent to:

Primary Email Address* for Statement Notification
Secondary Email Address* for Statement Notification
Other Email Address for Statement Notification

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\* By providing email address, you may receive account information, promotions, and special offers.

# VISA Purchasing Card Application

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## ▶ SECTION 6

### OPTIONAL Automatic Payment Options - CHECK ONE

#### Monthly Automatic-Draft

Balance in Full

Minimum Payment (as shown on monthly statement)

Amount equal to 3%\* of the Company's credit line

\*The payment amount will be rounded to the nearest whole dollar with the understanding that the credit line may increase or decrease from time-to-time, and the payment amount may exceed the Company's required minimum monthly payment.

#### Weekly/Bi-Weekly Automatic-Draft

Weekly

Statement cut-off date (Please specify desired Day/Week):

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Bi-Weekly

I understand that, 2 working days after the statement cut-off date, the account listed below will be drafted for the balance due.

Bank Name

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Bank Account Number

---

Bank Routing Number

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#### Authorization

I, for and behalf of the Company, hereby request Arvest Bank ("Bank") to enroll the Company in the Automatic Payment Plan indicated above and allow the Company to automatically make monthly or weekly/bi-weekly payments to its VISA Purchasing Card account via deductions from the Company's Bank Account indicated above. By enrolling in the Automatic Payment Plan, the Company is authorizing Bank to deduct the Automatic Payment from the Company's Bank Account. The Company can still manually make payments to its account anytime. The Company has the right to cancel any Automatic Payment by providing timely written notice to Bank at any time up to three days prior to the date shown on the Company's monthly statement. Bank reserves the right to cancel this Automatic Payment Plan, including the Company's participation therein at any time upon notice. **Returned Check Fee:** A fee will be charged each time a check, automatic deduction from the Company's Bank Account, or some other form of electronic payment, is returned unpaid.

Signature/Title. (No e-signatures. Please print and sign)

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# VISA Purchasing Card Application

## ▶ SECTION 7

**ONLINEACCESS-Administrator** (Full capabilities) authorizes the user to make changes to any account online or via telephone, email, fax or letter sent via USPS. **Manager (View only)** capabilities enables the user to view any and all accounts but NOT make any changes to the account. In addition, Arvest Bank will not accept a change request from a user with "View Only" capabilities.

Capabilities	
Full View ONLY	Name <span style="float: right;">Preferred User Name (12 character max)</span>
	Phone Number <span style="float: right;">Email Address*</span>
Full View ONLY	Name <span style="float: right;">Preferred User Name (12 character max)</span>
	Phone Number <span style="float: right;">Email Address*</span>
Full View ONLY	Name <span style="float: right;">Preferred User Name (12 character max)</span>
	Phone Number <span style="float: right;">Email Address*</span>

\* By providing email address, you may receive account information, promotions, and special offers.

## ▶ SECTION 8

### ARVEST FLEX REWARDS™ PROGRAM

Note: Clients may only enroll in one of the two programs below.

Yes      No    I would like to enroll in the Arvest Flex Rewards™ program. Visit [arvest.com/businessrewards](http://arvest.com/businessrewards) for terms and conditions.

Yes      No    I would like to enroll in the Automated Cash Rebate program.

## ▶ SECTION 9

**ENABLE FLEET ENHANCEMENT AND REPORTING OPTIONS** - Check the appropriate box(es). Please note, prior to setting Fleet capabilities Arvest Bank must receive a complete list of Driver ID# and/or Vehicle ID# (driver and vehicle ID# must be 4-6 characters).

Driver ID/Odometer	Vehicle ID/Odometer
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## ▶ SECTION 10

OPTIONAL RESTRICTION DETAILS (Refer to Schedule A on page 7)

Group #1: Pump Fuel

Card can be used only at automated (pay-at-the pump) fuel pumps.

Group #2: Fuel Merchants

Card can be used only at automated fuel pumps and stores that sell fuel. (Does not restrict what can be purchased inside the store)

Group #3: Business Travel

Card can be used only at office supplies, hotels, car rentals, airlines, trains, bus lines, restaurants, automated fuel pumps, gas stations, & auto repair/auto services.

Group #4: Hotels

Card can be used only at hotels, motels and lodges.

Group #5: Auto Parts

Card can be used only at automotive parts and accessory stores.

Group #6: AutoExpense

Card can be used only at new & used car and truck dealers, fuel stations, automated fuel pumps, tire sales & repair stores, wrecking & salvage yards, auto body repair shops, carwashes and towing services.

▶SECTION 11

Cardholder Information. *NOTE: The maximum characters in the name field is 25.* To request restrictions, check the box that corresponds with the group(s) listed in Section 10 of the Application. If purchasing restrictions are desired, please review the Group Restriction details on page 6. If you have any questions regarding purchasing restrictions, please contact 855-250-8508.

Name to appear on card (maximum of 25 spaces)

Email Address

Home Phone Number

Cell Phone Number

Anticipated Monthly Spend

Single Purchase Limit

Cash Advance % of Credit Limit

Restrictions:

None

Grp 1 Pump Fuel

Grp 2 Fuel Merchants

Grp 3 Business

Grp 4 Hotels

Grp 5 Auto Parts

Grp 6 Auto Expense

Name to appear on card (maximum of 25 spaces)

Email Address

Home Phone Number

Cell Phone Number

Anticipated Monthly Spend

Single Purchase Limit

Cash Advance % of Credit Limit

Restrictions:

None

Grp 1 Pump Fuel

Grp 2 Fuel Merchants

Grp 3 Business

Grp 4 Hotels

Grp 5 Auto Parts

Grp 6 Auto Expense

Name to appear on card (maximum of 25 spaces)

Email Address

Home Phone Number

Cell Phone Number

Anticipated Monthly Spend

Single Purchase Limit

Cash Advance % of Credit Limit

Restrictions:

None

Grp 1 Pump Fuel

Grp 2 Fuel Merchants

Grp 3 Business

Grp 4 Hotels

Grp 5 Auto Parts

Grp 6 Auto Expense

Name to appear on card (maximum of 25 spaces)

Email Address

Home Phone Number

Cell Phone Number

Anticipated Monthly Spend

Single Purchase Limit

Cash Advance % of Credit Limit

Restrictions:

None

Grp 1 Pump Fuel

Grp 2 Fuel Merchants

Grp 3 Business

Grp 4 Hotels

Grp 5 Auto Parts

Grp 6 Auto Expense

▶ SECTION 11B

Cardholder Information. *NOTE: The maximum characters in the name field is 25.* To request restrictions, check the box that corresponds with the group(s) listed in Section 10 of the Application. If purchasing restrictions are desired, please review the Group Restriction details on page 6. If you have any questions regarding purchasing restrictions, please contact 855-250-8508.

Name to appear on card (maximum of 25 spaces)

Email Address

Home Phone Number

Cell Phone Number

Anticipated Monthly Spend

Single Purchase Limit

Cash Advance % of Credit Limit

Restrictions:

None

Grp 1 Pump Fuel

Grp 2 Fuel Merchants

Grp 3 Business

Grp 4 Hotels

Grp 5 Auto Parts

Grp 6 Auto Expense

Name to appear on card (maximum of 25 spaces)

Email Address

Home Phone Number

Cell Phone Number

Anticipated Monthly Spend

Single Purchase Limit

Cash Advance % of Credit Limit

Restrictions:

None

Grp 1 Pump Fuel

Grp 2 Fuel Merchants

Grp 3 Business

Grp 4 Hotels

Grp 5 Auto Parts

Grp 6 Auto Expense

Name to appear on card (maximum of 25 spaces)

Email Address

Home Phone Number

Cell Phone Number

Anticipated Monthly Spend

Single Purchase Limit

Cash Advance % of Credit Limit

Restrictions:

None

Grp 1 Pump Fuel

Grp 2 Fuel Merchants

Grp 3 Business

Grp 4 Hotels

Grp 5 Auto Parts

Grp 6 Auto Expense

Name to appear on card (maximum of 25 spaces)

Email Address

Home Phone Number

Cell Phone Number

Anticipated Monthly Spend

Single Purchase Limit

Cash Advance % of Credit Limit

Restrictions:

None

Grp 1 Pump Fuel

Grp 2 Fuel Merchants

Grp 3 Business

Grp 4 Hotels

Grp 5 Auto Parts

Grp 6 Auto Expense

▶ SECTION 11C

Cardholder Information. *NOTE: The maximum characters in the name field is 25.* To request restrictions, check the box that corresponds with the group(s) listed in Section 10 of the Application. If purchasing restrictions are desired, please review the Group Restriction details on page 6. If you have any questions regarding purchasing restrictions, please contact 855-250-8508.

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Name to appear on card (maximum of 25 spaces)

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Email Address

---

Home Phone Number

---

Cell Phone Number

---

Anticipated Monthly Spend

---

Single Purchase Limit

---

Cash Advance % of Credit Limit

---

Restrictions:

None

Grp 1 Pump Fuel

Grp 2 Fuel Merchants

Grp 3 Business

Grp 4 Hotels

Grp 5 Auto Parts

Grp 6 Auto Expense

---

Name to appear on card (maximum of 25 spaces)

---

Email Address

---

Home Phone Number

---

Cell Phone Number

---

Anticipated Monthly Spend

---

Single Purchase Limit

---

Cash Advance % of Credit Limit

---

Restrictions:

None

Grp 1 Pump Fuel

Grp 2 Fuel Merchants

Grp 3 Business

Grp 4 Hotels

Grp 5 Auto Parts

Grp 6 Auto Expense

---

Name to appear on card (maximum of 25 spaces)

---

Email Address

---

Home Phone Number

---

Cell Phone Number

---

Anticipated Monthly Spend

---

Single Purchase Limit

---

Cash Advance % of Credit Limit

---

Restrictions:

None

Grp 1 Pump Fuel

Grp 2 Fuel Merchants

Grp 3 Business

Grp 4 Hotels

Grp 5 Auto Parts

Grp 6 Auto Expense

---

Name to appear on card (maximum of 25 spaces)

---

Email Address

---

Home Phone Number

---

Cell Phone Number

---

Anticipated Monthly Spend

---

Single Purchase Limit

---

Cash Advance % of Credit Limit

---

Restrictions:

None

Grp 1 Pump Fuel

Grp 2 Fuel Merchants

Grp 3 Business

Grp 4 Hotels

Grp 5 Auto Parts

Grp 6 Auto Expense

# VISA Purchasing Card Application

## SECTION 12

**Borrowing Resolution: Indicate type of entity:**

Corporation, LLC

Governmental Agency/Entity

Not-for-Profit

School System

Church

Sole Proprietorship

Partnership

Other If other, please specify:

**Please submit the following required documents with the Application:**

1. Certified resolutions authorizing Company to obtain the Purchasing Card. These resolutions must include the name of the individual authorized to sign this Application and enter into the VISA Purchasing Card Agreement. Please adopt the following resolutions and certify them below.
2. Company's tax returns and financial statements, including the balance sheet and income statement for the past two years. Also include the most recent interim financial statements.

### **Borrowing Resolutions:**

Borrowing Resolutions are required for any entity. Please adopt the following resolutions and certify them below:

I, \_\_\_\_\_ ("Certifying Party"), hereby certify to Arvest Bank, Fayetteville, Arkansas, that I am the duly appointed and acting \_\_\_\_\_ (e.g., secretary or other officer, manager or similar representative authorized to certify resolutions) of \_\_\_\_\_ ("Entity"), and further certify that the following is a true and correct copy of the resolutions adopted by Entity's Board of Directors or other similar governing body on \_\_\_\_\_, 20\_\_\_\_, and that the resolutions have not been amended, modified or rescinded and are in full force and effect:

WHEREAS, Entity desires to establish and maintain a line of credit with Arvest Bank, Fayetteville, Arkansas ("Issuer"), governed by and subject to the terms and conditions of Issuer's VISA Purchasing Card Agreement, as amended from time to time (the "Agreement");

NOW THEREFORE, BE IT RESOLVED, that \_\_\_\_\_ (Name and Title of Officer who will sign Application on behalf of Entity\*) (the "Responsible Party"), for and on behalf of Entity, is hereby authorized and directed to execute and deliver Issuer's VISA Purchasing Card Application and to establish and maintain with Issuer a VISA Purchasing Card account in the name of Entity (the "Account") to enable Entity to borrow money from Issuer from time to time under the terms and conditions of the Agreement by using VISA credit cards issued by Issuer in the name of Entity (each, a "Card").

FURTHER RESOLVED, that the Responsible Party is authorized and directed to provide Issuer a list of those employees, agents and/or representatives of Entity (each, an "Authorized Representative") who are authorized to incur charges against the Account either by using a Card or any other appropriate means, and that Issuer is hereby authorized to allow and pay on behalf of Entity any charge incurred by any Authorized Representative and to apply all such charges against the Account.

FURTHER RESOLVED, that the officers or other similar representatives of Entity are hereby authorized to pay Issuer for any and all charges incurred against, and all amounts owing on, the Account in accordance with the terms and conditions of the Agreement.

FURTHER RESOLVED, that the Responsible Party is hereby authorized and directed to execute and deliver such additional documents and to take such further actions as the Responsible Party deems in the best interest of Entity and necessary or desirable to carry out the intent of the foregoing resolutions.

IN WITNESS WHEREOF, I have hereunto signed my name as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CERTIFIED BY:

Signature and Title\* (No e-signatures. Please print and sign.)

Print or Type Name

\*NOTE: If the person signing is also the designated "Responsible Party" above, these resolutions should be attested by another officer, manager, owner or similar representative.)

ATTEST:

Name

Title

# VISA Purchasing Card Application

## ▶ SECTION 13

### VISA Purchasing Card Guaranty

In order to induce Arvest Bank, Fayetteville, Arkansas ("Bank"), to issue credit to the Company under the terms and conditions of this Application and that certain VISA Purchasing Card Agreement (the "Agreement"), a copy of which has been reviewed by the undersigned, the undersigned, a principal shareholder or equity holder of the Company, hereby guarantees, absolutely and unconditionally, to the Bank the payment of all sums due to the Bank, whether at stated maturity or otherwise, under the terms of the Agreement and the credit cards issued pursuant to the Agreement (the "Cards"). This is a continuing guaranty and shall remain in full force and effect until the Agreement is terminated and the Bank is paid in full thereunder.

This is a guaranty of payment and not of collection, and the undersigned waives any right the undersigned has at law or in equity arising out of the status as guarantor, including, but not limited to, the right to require that any action be brought against the Company or any other person, or to require that resort be had to any security or to any balance of any deposit account or credit on the books of the Bank in favor of the Company or any other person. The undersigned agrees that, with or without notice or demand, the undersigned shall reimburse the Bank for all expenses (including attorneys' fees) incurred by the Bank in connection with the collection of any of the obligations of the Company. The undersigned hereby authorizes the Bank to set off without notice all sums owed by the Company against any of the undersigned's accounts at the Bank and further grants the Bank a security interest in all such accounts. The undersigned hereby acknowledges that the Agreement may be modified, renewed, extended or comprised, in whole or in part, or any default with respect thereto may be waived by the Bank, and the Bank may fail to set off, and may release, in whole or in part, any balance of any deposit account or credit on its books in favor of the Company, or of any other person, and the undersigned shall remain bound by this Guaranty, notwithstanding such action or inaction by the Bank. The obligations of the undersigned are absolute and unconditional, and are valid irrespective of any other agreement or circumstance which might otherwise constitute a defense to the obligations hereunder, or the obligations of others related to it. This agreement sets forth the entire understanding of the parties, and the undersigned waives the right to assert defenses, setoffs and counterclaims in any litigation relating to this Guaranty. The undersigned acknowledges that no oral or other agreements, conditions, promises, understandings, representations or warranties exist in regard to the obligations hereunder, except those specifically set forth herein. The undersigned waives and shall not seek to enforce or collect upon any rights the undersigned now has or may acquire against the Company, either by way of subrogation, indemnity, reimbursement or contribution, for any amount paid under this Guaranty, or by way of any other obligations whatsoever of the Company to the undersigned, until all of the obligations of the Company to the Bank have been paid in full.

This Guaranty is and shall be deemed to be a contract entered into under and pursuant to the laws of the State of Oklahoma and shall be in all respects governed, construed, applied and enforced in accordance with the laws of Oklahoma. The undersigned authorizes the Bank to make or cause to be made such credit investigations as it deems necessary or appropriate to evaluate the credit, personal or financial standing and employment of the undersigned and to share its credit experiences with the Company and the undersigned with other creditors and credit reporting agencies.

Each reference herein to Bank shall mean Arvest Bank, Fayetteville, Arkansas and include its successors and assigns in whose favor the provisions of this Guaranty shall also enure. Each reference herein to the undersigned shall be deemed to include the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned, all of whom shall be bound by the provisions of this Guaranty. The term "undersigned" as used herein shall, if this instrument is signed by more than one party, mean the "undersigned and each of them", and the liability of each of the undersigned shall be joint and several with the other of the undersigned. No delay on the part of the Bank in exercising any rights hereunder, or failure to exercise the same, shall operate as a waiver of such right; no notice or demand on the undersigned shall be deemed a waiver of the obligation of the undersigned or of the right of the Bank to further action without notice or demand as provided herein; and in no event shall any modification or waiver of the provisions of this Guaranty be effective unless in writing, signed by an authorized officer of the Bank. Any such waiver shall be applicable with respect to the specific instance for which given.

SIGNATURE & INFORMATION OF GUARANTOR: (No e-signatures. Please print and sign.)

PRINT NAME OF GUARANTOR	SIGNATURE
SOCIAL SECURITY #	DATE
PRINT NAME OF GUARANTOR	SIGNATURE
SOCIAL SECURITY #	DATE
PRINT NAME OF GUARANTOR	SIGNATURE
SOCIAL SECURITY #	DATE
PRINT NAME OF GUARANTOR	SIGNATURE
SOCIAL SECURITY #	DATE
PRINT NAME OF GUARANTOR	SIGNATURE
SOCIAL SECURITY #	DATE

All Company owners with 25% ownership or greater are required to sign the above Personal Guaranty. If there are no owners with 25% ownership or greater, the person in the "Company Owner Information" section must sign as the guarantor. The parties above are signing independently and as a personal guarantor(s). Do not include titles.

# VISA Purchasing Card Application

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## ▶SECTION 14

Activate CentreSuite Modules: Completed by Bank Associate  
Statement Accounts Reports Expenses

## ▶SECTION 15

**BANK USE ONLY (Please complete or referral points will not be awarded.)**

Referring Associate's Name

Referring Associate's ID

Arvest Bank Account Manager's Name

Acct Mgr's Associate ID

Approving Loan Officer's Name

Loan Officer's Associate ID

Bank# and 4-digit code

# VISA Purchasing Card Application

## ► SECTION 16

The information about the costs of the cards described in this application is accurate as of June 1, 2022. This information may have changed after that date. To find out what may have changed, call us at 1-855-250-8508 or write to us at P.O. Box 6139, Norman, OK 73070.

### INTEREST RATES AND CHARGES

<b>Annual Percentage Rate (APR) for Purchases</b>	<b>0%</b> Introductory APR for 6 months. After that, your APR will be <b>10.99%</b> variable for Elite* Purchasing VISA Accounts; <b>14.99%</b> variable for Premier* Purchasing VISA Accounts, based on your creditworthiness. Your APR will vary with the market based on the Prime Rate.
<b>Annual Percentage Rate (APR) for Balance Transfers</b>	<b>0%</b> Introductory APR for 6 months. After that, your APR will be <b>10.99%</b> variable for Elite* Purchasing VISA Accounts; <b>14.99%</b> variable for Premier* Purchasing VISA Accounts, based on your creditworthiness. Your APR will vary with the market based on the Prime Rate.
<b>Annual Percentage Rate (APR) for Cash Advances</b>	<b>10.99%</b> variable for Elite* Purchasing VISA Accounts; <b>14.99%</b> variable for Premier* Purchasing VISA Accounts, based on your creditworthiness. Your APR will vary with the market based on the Prime Rate.
<b>Variable Rate Information</b>	Your APR may vary. The non-introductory rate for purchases, cash advances, and balance transfers is determined monthly by adding <b>6.99%</b> for Elite Purchasing VISA Accounts or <b>10.99%</b> for Premier Purchasing VISA Accounts to the highest U.S. Prime Rate published in <i>The Wall Street Journal</i> on the 10th day (or prior business day) of the prior month.
<b>Penalty APR and When it Applies</b>	<b>None</b>
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
<b>Minimum Interest Charge</b>	<b>None</b>

### FEES

<b>Annual Fees</b>	<b>None</b>
<b>Transaction Fees:</b> <ul style="list-style-type: none"><li>• Balance Transfer</li><li>• Cash Advance</li><li>• Foreign Transaction</li></ul>	<b>None</b> Either <b>\$4</b> or <b>4%</b> of the amount of each cash advance, whichever is greater. 1% of each transaction in U.S. dollars.
<b>Penalty Fees:</b> <ul style="list-style-type: none"><li>• Late Payment:</li><li>• Over the Credit Limit:</li><li>• Returned Payment:</li></ul>	<b>\$29</b> <b>\$29</b> <b>\$29</b>

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)." See your Cardholder Agreement for more details. To receive a copy of your Cardholder Agreement, call us at (855) 250-8508 or write to us at PO Box 6139, Norman, OK 73070. You may also view our Cardholder Agreement by visiting [arvest.com/businesscards](http://arvest.com/businesscards).

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your Cardholder Agreement.

\* Your application is a request for an account with either Elite or Premier Pricing. We will first consider you for the pricing with the lowest rates. We determine your APR based on a review of your application and credit history.

# VISA Purchasing Card Application

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## DATED SIGNATURES (REQUIRED)

Company, by the authorized individual(s) below, represents and warrants to Issuer that Company will be legally obligated to pay for Purchases, Cash Advances and all Other charges incurred by those employees given a VISA Purchasing Card. Subject to applicable law, Company will be liable and obligated to pay for all Purchases and Cash Advances made by use of the Cards, whether or not such use was authorized or unauthorized, and whether or not there was actual, implied, or apparent authority for such use. Company will be liable for all amounts incurred (whether billed or unbilled) prior to the time that (a) Company has contacted Issuer verbally (and confirms such verbal notification in writing within five (5) business days) advising Issuer that an employee is no longer authorized to use the Card, and (b) Company obtains the Card issued to such employee and returns it to Issuer. Capitalized terms not otherwise defined herein shall have the same meaning as specified in the Cardholder Agreement and Disclosure Statement (the "Agreement"), a copy of which shall be delivered with each Card authorized hereunder. Each undersigned hereby acknowledges that the use of each such Card is governed by the terms and conditions of the Agreement, as it may be amended from time to time. For purposes herein, Issuer shall mean Arvest Bank, Fayetteville, Arkansas.

Authorized Signature(s) (Dated Signatures Required). (No e-signatures. Please print and sign.)

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SIGN HERE	Title
X	
Email Address	Date

---

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SIGN HERE	Title
X	
Email Address	Date

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SIGN HERE	Title
X	
Email Address	Date

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SIGN HERE	Title
X	
Email Address	Date

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# PURCHASING CARD PRICING ADDENDUM TO VISA PURCHASING CARD AGREEMENT

This PURCHASING CARD Pricing Addendum (the "Addendum") is dated and entered into as \_\_\_\_\_, 20\_\_\_\_\_, between

("Company") and Arvest Bank, Fayetteville, Arkansas ("Issuer"),

with reference to the following:

WHEREAS, Company applied for and received from Issuer a Visa Purchasing Card (the "Card") governed by the terms and conditions of that certain Visa Purchasing Card Agreement, as amended from time to time (the "Agreement"); and WHEREAS, Issuer and Company desires to establish an automatic rebate schedule relating to the Program. NOW, THEREFORE, in consideration of the premises and the mutual terms and conditions set forth in this Addendum and in the Agreement, Issuer and Company agree as follows: **Program Fees.** The automatic Rebate of 1% will be calculated at the statement cycle and will be paid within 3 business days. For purposes of the Rebate Schedule, "Total Monthly Net Volume" means Company's monthly gross purchases using the Cards less credits and fraudulent transaction amounts. Payment will be made 1 – 3 days after the 15th date of each month via ACH. The cash back rebate amount must be at least \$25 or greater before an ACH is generated. The cash back rebate will accumulate until the amount is \$25 or greater. If the account is closed and the cash back rebate amount is less than \$25 the remaining amount will be forfeited. **Duration.** Except as adjusted in accordance with the terms of this Addendum, the Rebate Schedule reflected below shall remain in effect for one year from the date of this Addendum.

REBATE SCHEDULE	
MONTHLY REBATE	1%
VISA LARGE TICKET	.40% WAIVED
VISA LARGE PURCHASE ADVANTAGE	.10% WAIVED
<b>BANK NAME:</b> _____	
<b>ACCOUNT #:</b> _____ <b>ROUTING #:</b> _____	
<b>Contact Name for deposit information:</b> _____	
<b>REQUIRED! Email address for Cash Rebate Statement:</b> _____	

1. **Rebate Adjustments.** The Rebate Schedule reflected herein is subject to the following adjustments: Volume qualifying at Large Ticket Interchange will be paid at 0.40%. WAIVED  
 Volume qualifying at Visa Large Purchase Advantage will be paid at 0.10%. WAIVED  
 Issuer may withhold, suspend or modify payment of the Rebate Payment under this Addendum in its sole discretion, including, without limitation, for any one or more of the following reasons:  
     If Company's average transaction falls below \$500 (Gross purchase volume/total transaction count); WAIVED  
     If Interchange Rates become significantly altered by Visa;  
     If Customer's monthly volume contains fraudulent transactions; or  
     If the monthly Rebate Payment to Company would be less than \$25. WAIVED
2. **Governing Law.** This Addendum shall be governed by, and construed in accordance with, the laws of the State of Oklahoma.
3. **Counterparts; Electronic Transmission.** This Addendum may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument. A facsimile or other electronic transmission of an executed counterpart to this Addendum shall be sufficient to bind the party or parties whose signature(s) appear thereon.
4. **Entire Agreement.** This Addendum constitutes the entire agreement between the parties and supersedes any and all prior discussions, negotiations, undertakings, agreements in principle and other agreements between the parties relating to the subject matter hereof.  
 IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed as of the day and year first above written.

### ARVEST BANK

By: \_\_\_\_\_  
 Arvest Bank Account Manager/Regional Manager Signature Date

\_\_\_\_\_  
 (PRINT Name of Company)

If the cash rebate is deposited into a non-Arvest Bank Account, two signatures are required. If Company has a CFO, Finance Director, or anyone in this type of position, they must sign the addendum in addition to one other authorized signature. The following signature examples are as follows but are not limited to: a) owner and co-owner, b) President and CFO or c) Finance Director and Business Manager.

**NOTE: The cash rebate calculation will begin on the date (working day) that we receive the Rebate Form.**

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

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

**REQUIRED:** Email Address for ACH Deposit Notification: \_\_\_\_\_

**SCHOOL RESOURCE OFFICER  
MUTUAL COOPERATION AGREEMENT**

This mutual cooperation Agreement (the Agreement) made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Town of Wellston, a municipal corporation, (hereinafter the "Town", and the Wellston Public School District of Lincoln County, Oklahoma, (hereinafter the "District"). Collectively, the Town and District are referred to as the "Parties" and individually as the "Party".

**PURPOSE:**

The purpose of establishing the terms under this Agreement is to provide for the increased safety and security of the public schools of the District through the placement of a School Resource Police Officer (the "Officer").

**ADMINISTRATION:**

This Agreement shall be administered by the Chief of Police of the Town and the District Superintendent, and they shall have the authority to determine the duties to be performed by the Officer. The Chief of Police of the Town shall receive from the District periodic recommendations and suggestions as to the needs of the District. These recommendations shall be submitted by the District Superintendent.

**CONSIDERATION:**

In addition to other amounts provided for under this Agreement, the District agrees to pay the Town for the use of one (1) Officer a total sum of \$29,500 for the term beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 through the \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the "Term"), payable by the 20th of each month during the Term in an amount of \$2,458.33. The Town will pay for the Officer's benefits and any appropriate Collective Bargaining Agreement terms. District may choose to pay the entire or remaining balance on the Term in one or more lump sums but not less than \$2,458.33 monthly.

**TERM OF AGREEMENT:**

This Agreement shall be in effect as of the date of the Agreement is signed by the Parties and shall terminate on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, unless otherwise modified as provided herein. A Party to this Agreement may terminate this Agreement upon thirty (30) days written notice to the other Party to the Agreement.

**AGENCY REPRESENTATIVES:**

The Chief of Police and District Superintendent shall develop and implement policies and procedures for implementation and operation of this Agreement. The Parties shall at least annually review such policies and procedures and if necessary, advise any changes.

**MODIFICATION OF AGREEMENT:**

Modification of this Agreement shall be made only by written amendment by the Parties. Such modification shall include a written document setting forth the modifications, which is signed by all the Parties.

### **QUALIFICATIONS:**

The Officer shall be a duly certified police officer of the Town and shall perform those tasks and duties delineated in the job description as approved by the Parties. The Town agrees and guarantees that the Officer will be, at all times, a certified police officer for the State of Oklahoma and meet all requirements as set forth by the Oklahoma Council of Law Enforcement and Training, the Town of Wellston, Oklahoma and as may be required by law. The Town warrants to the District that the Officer is fully trained in the proper and appropriate law enforcement use of all equipment issued to or allowed by the Town for use by police officers, including, but not limited to, any weapons or equipment designed to or capable of causing harm to persons or property.

### **ASSIGNMENT OF SCHOOL RESOURCE OFFICER:**

1. The Town agrees to provide the Officer to serve as a school resource officer at the location(s) within the District directed by the District Superintendent.
2. The primary function of the Officer shall be to assist in the safety of the students and faculty and provide campus security. Specifically, the Officer shall assist in limiting access to the school grounds to authorized persons, provide police protection of school property, personnel and students, investigate criminal acts on school grounds, issue citations for criminal acts, and serve as liaison between the District, the Town of Wellston police department, juvenile officials, probation officials, courts and other agencies of the juvenile justice system.

### **DUTIES OF SCHOOL RESOURCE OFFICER:**

The Officer's duties will include, but not be limited to, the following:

- A. To be a certified police officer for assignments consistent with this Agreement.
- B. To be a visible, active law enforcement figure with the District dealing with law enforcement matters.
- C. To coordinate with campus administration in maintaining the physical plant of the assigned campus to provide a safe environment as to law enforcement matters. This includes building(s), grounds, parking lot(s), lockers and other public school property.
- D. To provide a classroom resource for law enforcement education using approved materials.
- E. To be a resource for students which will enable them to be associated with a law enforcement figure in the students' environment.
- F. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions.

- G. To be available for school activities and organizations associated with the campus and as a speaker on a variety of requested topics.
- H. The Officer will not be involved in ordinary school discipline, unless it pertains to preventing a potential disruption and/or climate that places students at risk of harm. Disciplining students shall remain a District responsibility, and only when the District and the Officer agree that the Officer's assistance is needed to maintain a safe and proper school environment would the District request the Officer's involvement
- I. If the District believe that in a given situation or incident there is a law violation, the District may request the Officer's involvement
- J. All law enforcement agencies requesting to conduct a formal police interview, interrogation, and arrest of any student should be referred to the Officer.
- K. The Officer will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency and delinquency prone youths and their families. Referrals will be made when necessary.
- L. The Officer and the District will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- M. The Officer may be asked to provide community wide crime prevention presentations that include, but are not limited to:
  - Drugs and the law - Adult and juvenile;
  - Alcohol and the law - Adult and juvenile;
  - Sexual assault prevention;
  - Safety programs - Adult and juvenile;
  - Bullying - In person end through cyberspace;
  - Assistance in other crime prevention programs as assigned.
- N. The Officer will wear the approved Town uniform, formal business attire or business casual with appropriate logos and name badges depending on the time of school year, the type of school activity or program, and the request of the school and/or the Town. The Chief of Police and the District shall jointly set expectations and resolve any disputes in this area.
- O. The Officer will wear their Town authorized duty weapons in accordance with Town policy.
- P. The officer shall attend professional development training as required by the Town, the District and Officer training. This training will be scheduled outside the Officer's normal operating hours. The costs of any Officer training necessitated or requested under this Agreement shall be borne by the District.

### **HOURS OF WORK:**

- A. Unless otherwise directed by the District, the Town shall assign the Officer to work during the instructional days of the school year from August through May. Hours of work will be Monday through Friday, eight hours a day with Saturday and Sunday off. Subject to approval of the Chief of Police, the District shall be responsible for determining a consistent eight hour schedule per day for the Officer. Should the Officer attend activities outside their regular hours under this Agreement associated with the District, the Officer

shall coordinate these events with their immediate supervisor, and such time shall be compensated by District.

**ACCESS TO EDUCATION RECORDS:**

- A. District officials shall allow the Officer to inspect and copy public records maintained by the District to the extent allowed by law.
- B. If confidential student records information is needed by a tire Officer, the information may be released only as allowed by law.

**EMPLOYMENT OF SCHOOL RESOURCE OFFICER:**

- A. The Officer shall be an employee of the Town and shall be subject to the administration, supervision and control of the Town. In the event of need, in the sole discretion of the Chief of Police, Officer may be called for off-campus duties at any time during the Term of this Agreement.
- B. The Officer shall be subject to all personnel policies and practice of the Town except as such policies and practices may be modified by the terms and conditions of the Agreement.
- C. The Town, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the Officer.
- D. The Chief of Police and the District shall make a recommendation for the Officer position to the Town who shall assign such Officer. If the District is dissatisfied with an Officer who has been assigned, the District may request the Town for a new Officer. The District will forward the request to the Town for assignment of a different Officer as the Officer for that school.

WITNESS OUR HANDS this day and year first above written

**Town of Wellston, Lincoln County, State of Oklahoma**

\_\_\_\_\_  
Chairman of the Town Board

Attest:

\_\_\_\_\_  
Town Clerk/Treasurer

**Approved by the Wellston Town Board on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

**Wellston Independent School District No. 4 of Lincoln County, State of Oklahoma**

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

Attest:

\_\_\_\_\_

Clerk of the Wellston Board of Education

**Approved by the Wellston Public School Board of Education on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.**