



**WELLSTON BOARD OF EDUCATION
BOARD AGENDA**

Regular Meeting, Tuesday, October 10, 2023, at 6:30 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. **ROUTINE ITEMS**
 - 1.1. Call to Order
 - 1.2. Roll Call
 - 1.3. Establishment of a Quorum
 - 1.4. Possible consideration and vote to approve Agenda
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.
3. **REPORTS FROM SCHOOL PERSONNEL AND OTHERS**
 - 3.1. Superintendent's Report
 - 3.2. High School/Middle School Principal's Report
 - 3.3. Elementary Principal's Report
 - 3.4. Booster Club Report
 - 3.5. Athletic Report
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. - 4.9.
 - 4.1. Approve minutes of the September 7, 2023 regular 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. Sinking Fund Payment
- 4.8. Approve Blanket Purchase Orders
- 4.9. Discussion and possible action declaring district inventory as surplus
- 5. **BUSINESS (ACTION) ITEMS**
 - 5.1. Discussion and possible action on future plans for the district.
 - 5.2. Discussion and possible action on updating the district's lockdown procedures.
 - 5.3. Discussion and possible action on a contract with Renaissance Architecture.
 - 5.4. Discussion and possible action on approving policies per OSSBA recommendation.
 - 5.4.1. EMC - Graduation Policy Tribal Regalia (New)
 - 5.4.2. EFA - School Library Media Center (Update)
 - 5.4.3. EFA-P - Public Complaints About Library Curriculum (New)
 - 5.4.4. EFA - R1 School Library Media Center Selection of Materials Regulation (Update)
 - 5.4.5. EFA - E1 Request for Consideration of Library Materials (New)
 - 5.4.6. EFA - E2 Report of Reconsideration (New)
 - 5.4.7. EIED - Graduation Policy (Update)
 - 5.4.8. EHDD - Concurrent Enrollment (Update)
 - 5.4.9. EHDBBA -E Notification (New)
 - 5.4.10. FNF-R Student Checklist Regulation (Update)
 - 5.4.11. EHAH - Sex Education (New)
 - 5.5. Discussion and possible action on the drop out and annual college remediation report.
 - 5.6. Discussion and possible action on selection of ACT as a district not SAT.
 - 5.7. Discussion and possible action on approving activity account fundraiser requests for the 2023-2024 school year.
 - 5.8. Discussion and possible board action on the 2024 School Election Resolution.
 - 5.9. Discussion and possible action on approving district capacities.
 - 5.10. Discussion and possible action on contracts for the 2023-24 school year.
 - 5.10.1. Security cameras contract for all sites
 - 5.10.2. HVAC contract to replace/repair units at the Elementary School
- 6. **NEW BUSINESS**
- 7. **PERSONNEL** Discuss and vote to go into executive session to:
 - (a) Discuss employment and appointment of personnel pursuant to 25 O.S. §307 (B) (1).
 - (b) Discuss the purchase or appraisal of real property. 25 O.S. §307 (B) (3).
 - 7.1. Acknowledge the board's return to open session.
 - 7.2. Executive Session Minutes Compliance Announcement.
- 8. **Information to and from the Board**
- 9. **Adjournment**

POSTED: WELLSTON SCHOOL ADMINISTRATION BUILDING

DATE: 10/6/2023 , 12:18 pm

POSTED BY:Mike Franz

REQUEST TO ADDRESS BOARD OF EDUCATION

I request permission to address the Board of Education on the following topic:

Selling of the football field;
use of the football field

9-22-23
(Date)

Brittney Gordon
(Name)

(Street Address)

Wellston OK 74881
(City) (State) (Zip)

(Representing)

REQUEST TO ADDRESS BOARD OF EDUCATION

I request permission to address the Board of Education on the following topic:

Parental Concerns for the future of the district.

10.3.23

(Date)

Chance Swanda

(Name)

(Street Address)

Wellston OK 74881

(City)

(State)

(Zip)

(Representing)

REQUEST TO ADDRESS BOARD OF EDUCATION

I request permission to address the Board of Education on the following topic:

Agenda Items 2, - 8

10-10-23

(Date)

A. Thomas Tillison Jr.

(Name)

311 2nd Street

(Street Address)

Wellston OK 74881

(City)

(State)

(Zip)

(Representing)



Wellston Board of Education Regular Meeting
Thursday, September 7, 2023 6:30 PM Central
Administration Building, 708 Birch Avenue, Wellston, Oklahoma 74881

Mallory Ebers: Present
Crystal Hull: Present
Bradley Pittman: Present
Justin Rackley: Absent
Brock Terrell: Present
Present: 4, Absent: 1.

1. ROUTINE ITEMS

1.1. Call to Order

Called to order at 6:32 p.m.

1.2. Roll Call

Four members present. Others present included Mike Franz- superintendent, Greg Grimmett- MS/HS principal, Dawn Yates- treasurer, and Beth Withrow- minutes' clerk.

Guests present included: Randy Chapa

1.3. Establishment of a Quorum

Quorum established

1.4. Possible consideration and vote to approve Agenda

Motion to approve agenda. This motion, made by Brock Terrell and seconded by Crystal Hull, Carried.

Mallory Ebers: Yea
Crystal Hull: Yea
Bradley Pittman: Yea
Justin Rackley: Absent
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

Grants and federal revenue sources we are receiving this school year: school resource project grant, ESSER III, CSI, local food Grant, counselor core grant.

Storm damage: An insurance claim has been submitted, an adjuster has been assigned and is coming soon.

Calendar update - 164 "days taught" after removing our school day last Wednesday due to no power.

Floors - ES completed, MS/HS TBD

Fall accreditation - scheduled for September 14th

3.2. High School/Middle School Principal's Report

Enrollment - 247 kids MS/HS

MS/HS softball and baseball are in full swing.

Meetings about possibly joining a conference for basketball

3.3. Elementary Principal's Report

Enrollment 241

Grandparents Day September 8, 2023

Grant received for robotic kits

Playground equipment installation is in the works.

3.4. Booster Club Report

None.

3.5. Athletic Report

None.

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 Crystal Hull and seconded by Bradley Pittman, Carried.

Mallory Ebers: Yea

Crystal Hull: Yea

Bradley Pittman: Yea

Justin Rackley: Absent

Brock Terrell: Yea

Yea: 4, Nay: 0, Absent: 1

4.1. Approve minutes of the August 3, 2023 regular 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 updating the district's lockdown procedures.

No action.

5.2. Discussion and possible action on future plans for the district.

Discussion on getting real estate contract bids.

5.3. Discussion and possible action to hire an architect firm for future possible projects/plans for the district.

Motion to hire Renaissance Architecture, LLC for future possible projects/plans for the district. This motion, made by Bradley Pittman and seconded by Crystal Hull, Carried.

Mallory Ebers: Nay

Crystal Hull: Yea

Bradley Pittman: Yea

Justin Rackley: Absent

Brock Terrell: Yea

Yea: 3, Nay: 1, Absent: 1

5.4. Discussion and possible action on updating 2023-24 Student Handbook.

Motion to approve updating 2023-24 Student Handbook per administration recommendation.

This motion, made by Brock Terrell and seconded by Mallory Ebers, Carried.

Mallory Ebers: Yea

Crystal Hull: Yea

Bradley Pittman: Yea

Justin Rackley: Absent

Brock Terrell: Yea

Yea: 4, Nay: 0, Absent: 1

5.5. Discussion and possible action on approving school policies per OSSBA recommendation.

Motion to approve school policy per OSSBA recommendation, policy EHBDB. This motion, made by Brock Terrell and seconded by Bradley Pittman, Carried.

Mallory Ebers: Yea

Crystal Hull: Yea

Bradley Pittman: Yea

Justin Rackley: Absent

Brock Terrell: Yea

Yea: 4, Nay: 0, Absent: 1

5.6. Discussion and possible action on approving elementary and middle/high school activity accounts.

No action.

5.7. Discussion and possible action on approving activity account fundraiser requests for the 2023-2024 school year.

Motion to approve activity account fundraiser requests for the 2023-2024 school year. This motion, made by Brock Terrell and seconded by Crystal Hull, Carried.

Mallory Ebers: Yea

Crystal Hull: Yea

Bradley Pittman: Yea

Justin Rackley: Absent

Brock Terrell: Yea

Yea: 4, Nay: 0, Absent: 1

5.8. Discussion and possible action on approving extracurricular budgets for the 2023-2024 school year.

Motion to approve extracurricular budgets for the 2023-2024 school year in mass; 5.8.1. - 5.8.3. This motion, made by Brock Terrell and seconded by Bradley Pittman, Carried.

Mallory Ebers: Yea

Crystal Hull: Yea

Bradley Pittman: Yea

Justin Rackley: Absent

Brock Terrell: Yea

Yea: 4, Nay: 0, Absent: 1

5.8.1. Band

5.8.2. Girls Basketball

5.8.3. Boys Basketball

5.9. Discussion and possible action on the estimate of needs for the 2023-24 school year.

Motion to approve the estimate of needs for the 2023-2024 school year. This motion, made by Mallory Ebers and seconded by Bradley Pittman, Carried.

Mallory Ebers: Yea

Crystal Hull: Yea

Bradley Pittman: Yea

Justin Rackley: Absent

Brock Terrell: Yea

Yea: 4, Nay: 0, Absent: 1

5.10. Discussion and possible action on the gifted and talented advisory committee and plan for the 2023-24 school year.

Motion to approve the gifted and talented advisory committee and plan for the 2023-24 school year. This motion, made by Brock Terrell and seconded by Bradley Pittman, Carried.

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

5.11. Discussion and possible action on a contract with Collier Consulting for the 2023-24 school year.

Motion to approve a contract with Collier Consulting for the 2023-24 school year. This motion, made by Brock Terrell and seconded by Crystal Hull, Carried.

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

6. NEW BUSINESS

None.

7. **PERSONNEL** Discuss and vote to go into executive session to:

- (a) Discuss employment and appointment of personnel pursuant to 25 O.S. §307 (B) (1).
- (b) Discuss the hiring of an adjunct teacher.
- (c) Discuss the hiring of a part time counselor.

Motion to go into executive session at 8:33 p.m. This motion, made by Mallory Ebers and seconded by Crystal Hull, Carried.

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

Return to open session at 9:22 p.m.

Executive session minutes compliance statement provided by Mallory Ebers.

7.1. Discussion and possible action on hiring an adjunct secondary PE/Health Teacher.

Motion to approve Chad Hutchison as an adjunct secondary PE/health teacher for the 2023-2024 school year. This motion, made by Mallory Ebers and seconded by Crystal Hull, Carried.

Mallory Ebers: Yea
Crystal Hull: Yea
Bradley Pittman: Yea
Justin Rackley: Absent

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

7.2. Discussion and possible action on hiring a part-time counselor.

Motion to hire Anna Marie Perdue as a part-time counselor. This motion, made by Bradley Pittman and seconded by Brock Terrell, Carried.

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

8. Information to and from the Board

The next regularly scheduled board meeting has been changed to October 10, 2023.

9. Adjournment

Motion to adjourn at 9:26 p.m. This motion, made by Brock Terrell and seconded by Crystal Hull, Carried.

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

Wellston Public Schools

Receipt Register

Options: Fund: Governmental Funds, Show Detail: Yes, Date Range: 9/1/2023 - 9/30/2023, Account: All, Status: All

Receipt No	Date		Received From				Amount	Status	
	Year	Fund	Acct Type	Acct No	Project	Program			Unit
25	9/5/2023		Elizabeth Finney				\$500.00	Posted	
	2024	21	AR	1420	000	000	050		
							\$500.00		
						2024	21 Total	\$500.00	
26	9/5/2023		G. Grimmatt				\$550.00	Posted	
	2024	21	AR	1420	000	000	050		
							\$550.00		
						2024	21 Total	\$550.00	
27	9/8/2023		Lincoln County Clerk				\$9,907.88	Posted	
	2024	11	AR	1350	000	000	050		
	2024	11	AR	1120	000	000	050		
	2024	11	AR	2200	000	000	050		
	2024	11	AR	3150	000	000	050		
	2024	11	AR	3160	000	000	050		
	2024	11	AR	2100	000	000	050		
							\$267.33		
							\$5,825.37		
							\$1,018.28		
						\$70.05			
						\$8.88			
						\$477.47			
						2024	11 Total	\$7,667.38	
2024	21	AR	1120	000	000	050			
						\$832.65			
						2024	21 Total	\$832.65	
2024	41	AR	1120	000	000	050			
						\$1,407.85			
						2024	41 Total	\$1,407.85	
28	9/11/2023		OK Tax Commission				\$32,243.10	Posted	
	2024	11	AR	3110	000	000	050		
	2024	11	AR	3130	000	000	050		
	2024	11	AR	3120	000	000	050		
							\$2,909.96		
						\$9,449.17			
						\$19,883.97			
						2024	11 Total	\$32,243.10	
29	9/14/2023		OK State Department of Education				\$677.58	Posted	
	2024	11	AR	3250	331	000	050		
							\$677.58		
						2024	11 Total	\$677.58	
30	9/14/2023		OK State Department of Education				\$2,048.65	Posted	
	2024	11	AR	3250	332	000	050		
							\$2,048.65		
						2024	11 Total	\$2,048.65	
31	9/14/2023		OK State Department of Education				\$11,186.87	Posted	
	2024	11	AR	3250	335	000	050		
							\$11,186.87		
						2024	11 Total	\$11,186.87	
32	9/14/2023		OK State Department of Education				\$22,423.32	Posted	
	2024	11	AR	3250	334	000	050		
							\$22,423.32		
						2024	11 Total	\$22,423.32	
33	9/14/2023		OK State Department of Education				\$201,460.69	Posted	
	2024	11	AR	3210	000	000	050		
							\$201,460.69		
						2024	11 Total	\$201,460.69	
34	9/18/2023		Arvest CC Cash Back				\$228.59	Posted	
	2024	11	AR	1590	000	000	050		
							\$228.59		
						2024	11 Total	\$228.59	
35	9/21/2023		OK State Department of Education				\$1,749.00	Posted	
	2024	11	AR	4689	725	000	050		
							\$1,749.00		
						2024	11 Total	\$1,749.00	
36	9/22/2023		OK State Department of Education				\$3,845.10	Posted	
	2024	11	AR	4720	764	700	050		
							\$3,845.10		
						2024	11 Total	\$3,845.10	

Wellston Public Schools

Receipt Register

Options: Fund: Governmental Funds, Show Detail: Yes, Date Range: 9/1/2023 - 9/30/2023, Account: All, Status: All

Receipt No	Date		Received From				Unit	Amount	Status
	Year	Fund	Acct Type	Acct No	Project	Program			
37	9/22/2023		OK State Department of Education					\$12,989.15	Posted
	2024	11	AR	4710	763	700	050	\$12,989.15	
						2024	11 Total	\$12,989.15	
38	9/22/2023		OK Dept. of Career and Tech. Ed.					\$15,710.00	Posted
	2024	11	AR	3812	412	000	050	\$11,750.00	
	2024	11	AR	3811	411	000	050	\$3,960.00	
						2024	11 Total	\$15,710.00	
39	9/22/2023		OK State Department of Education					\$16,939.25	Posted
	2024	11	AR	4705	759	700	050	\$16,939.25	
						2024	11 Total	\$16,939.25	
40	9/22/2023		U-Pic Insurance Services					\$55.98	Posted
	2024	11	AR	1590	000	000	050	\$55.98	
						2024	11 Total	\$55.98	
41	9/26/2023		Premier Rebates					\$63.18	Posted
	2024	11	AR	4705	759	700	050	\$63.18	
						2024	11 Total	\$63.18	
42	9/26/2023		OK Land Commission					\$4,404.44	Posted
	2024	11	AR	3140	000	000	050	\$4,404.44	
						2024	11 Total	\$4,404.44	
43	9/29/2023		Premier Healthca					\$373.54	Posted
	2024	11	AR	1590	000	000	050	\$373.54	
						2024	11 Total	\$373.54	
44	9/30/2023		First Bank and Trust MM Interest Earned					\$16.98	Posted
	2024	11	AR	1310	000	000	050	\$16.98	
						2024	11 Total	\$16.98	
45	9/30/2023		First Bank and Trust Interest Earned					\$291.86	Posted
	2024	11	AR	1310	000	000	050	\$291.86	
						2024	11 Total	\$291.86	

Year and Fund Totals:

2024	11	\$334,374.66
2024	21	\$1,882.65
2024	41	\$1,407.85

Total Receipts Posted = \$337,665.16

Total Receipts Not Posted = \$0.00

Wellston Public Schools

Outstanding Payments

Options: As Of Date: 9/30/2023

Year	Fund	No	Date	Reg Date	Vendor No	Vendor	Amount
2023	11	1522	5/1/2023	5/31/2023	13516	RAUSCH STURM LLP	\$183.72
2023	11	1860	6/19/2023	6/30/2023	12673	OKLAHOMA COACHES ASSOCIATIO	\$1100.00
Total: 2023 11							\$1,283.72
2024	11	1052	8/1/2023	8/31/2023	164	CCOSA	\$97.50
2024	11	1108	8/11/2023	8/31/2023	1	MUNICIPAL ACCOUNTING SYSTEMS	\$16067.38
2024	11	1190	9/1/2023	9/30/2023	13414	CHARLES MCCONNELL	\$221.64
2024	11	1199	9/1/2023	9/30/2023	80184	RENEE S BUCKLEY	\$966.65
2024	11	1215	9/1/2023	9/30/2023	12013	AMERICAN FIDELITY FLEX DEPT	\$479.16
2024	11	1216	9/1/2023	9/30/2023	161	AMERICAN FIDELITY ANNUITY	\$200.00
2024	11	1217	9/1/2023	9/30/2023	162	AMERICAN FIDELITY ASSURANCE	\$4268.78
2024	11	1218	9/1/2023	9/30/2023	164	CCOSA	\$113.50
2024	11	1224	9/1/2023	9/30/2023	12417	PRINCIPAL FINANCIAL GROUP	\$165.42
2024	11	1229	9/1/2023	9/30/2023	162	AMERICAN FIDELITY ASSURANCE	\$83.20
2024	11	1247	9/11/2023	9/30/2023	978	IRS ELECTRONIC TAX DEPOSIT	\$68.88
2024	11	1248	9/11/2023	9/30/2023	473	TEACHER RETIREMENT SYSTEM	\$86.61
2024	11	1249	9/11/2023	9/30/2023	10	TEACHER RETIREMENT SYSTEM	\$33.87
2024	11	1252	9/15/2023	9/30/2023	821	US FOODS	\$15282.06
2024	11	1253	9/15/2023	9/30/2023	48	ONG	\$717.13
2024	11	1254	9/15/2023	9/30/2023	704	HILAND DAIRY FOODS CO	\$1717.08
2024	11	1255	9/15/2023	9/30/2023	13262	B&C BUSINESS PRODUCTS	\$317.22
2024	11	1261	9/15/2023	9/30/2023	13295	FESLER PEST CONTROL LLC	\$120.00
2024	11	1264	9/15/2023	9/30/2023	12366	ALLIED ELEVATOR SER INC	\$20.00
2024	11	1268	9/15/2023	9/30/2023	13537	360 REFRIGERATION	\$15100.00
2024	11	1274	9/15/2023	9/30/2023	12867	OKLAHOMA GAME & FISH	\$43.00
2024	11	1277	9/15/2023	9/30/2023	12376	CAPITAL ONE	\$282.01
2024	11	1278	9/15/2023	9/30/2023	13577	TEACHER INNOVATIONS	\$148.50
2024	11	1282	9/15/2023	9/30/2023	12334	KIMBERLY ETHRIDGE	\$43.24
2024	11	1289	9/15/2023	9/30/2023	12023	DOLLAR GENERAL - REGIONS 41052	\$48.65
2024	11	1290	9/15/2023	9/30/2023	12376	CAPITAL ONE	\$1546.80
2024	11	1303	9/15/2023	9/30/2023	12467	LYRICS2LEARN	\$170.00
2024	11	1304	9/15/2023	9/30/2023	12958	ELQA	\$1500.00
2024	11	1305	9/15/2023	9/30/2023	13013	PLANK AUTO SUPPLY	\$170.54
2024	11	1314	9/29/2023	9/30/2023	205	AFLAC	\$346.11
2024	11	1315	9/29/2023	9/30/2023	12013	AMERICAN FIDELITY FLEX DEPT	\$479.16
2024	11	1316	9/29/2023	9/30/2023	161	AMERICAN FIDELITY ANNUITY	\$200.00
2024	11	1317	9/29/2023	9/30/2023	162	AMERICAN FIDELITY ASSURANCE	\$4400.83
2024	11	1318	9/29/2023	9/30/2023	164	CCOSA	\$108.50
2024	11	1320	9/29/2023	9/30/2023	978	IRS ELECTRONIC TAX DEPOSIT	\$56279.68
2024	11	1321	9/29/2023	9/30/2023	80	OKLA TAX COMMISSION	\$8416.00
2024	11	1322	9/29/2023	9/30/2023	661	PROFESSIONAL OKLAHOMA EDUCA	\$674.67
2024	11	1323	9/29/2023	9/30/2023	348	PRE PAID LEGAL SERVICE	\$268.00
2024	11	1324	9/29/2023	9/30/2023	12417	PRINCIPAL FINANCIAL GROUP	\$165.42
2024	11	1325	9/29/2023	9/30/2023	761	EMPLOYEES GROUP INSURANCE PR	\$37969.48
2024	11	1326	9/29/2023	9/30/2023	473	TEACHER RETIREMENT SYSTEM	\$28198.96
2024	11	1327	9/29/2023	9/30/2023	10	TEACHER RETIREMENT SYSTEM	\$15070.52
2024	11	1328	9/29/2023	9/30/2023	115	WELLSTON EDUCATORS ASSOC	\$238.00
2024	11	1350	9/29/2023	9/30/2023	13411	TERRY DAVIS	\$1587.24
2024	11	1355	9/29/2023	9/30/2023	80070	DWAYNE N DANKER	\$27.70
2024	11	1359	9/29/2023	9/30/2023	80082	ESTELETTE PAYNE	\$1928.54
2024	11	1381	9/29/2023	9/30/2023	80205	MARTY D. COULSON	\$5442.20

Wellston Public Schools

Outstanding Payments

Options: As Of Date: 9/30/2023

Year	Fund	No	Date	Reg Date	Vendor No	Vendor	Amount
2024	11	1384	9/29/2023	9/30/2023	13414	CHARLES MCCONNELL	\$277.05
2024	11	1388	9/29/2023	9/30/2023	13688	MISTY L. NOVOTNY	\$64.64
2024	11	1390	9/29/2023	9/30/2023	13552	DAMON PARKER	\$3086.63
2024	11	1395	9/29/2023	9/30/2023	80184	RENEE S BUCKLEY	\$1129.82
2024	11	1404	9/29/2023	9/30/2023	13616	KELSEY DAWN STARKS	\$221.64
2024	11	1407	9/29/2023	9/30/2023	80013	VICKI D MAGAR	\$2561.32
Total: 2024 11							\$229,220.93
Total Outstanding:							\$230,504.65

Wellston Public Schools

Balance Sheet

Options: As Of Date: 9/30/2023

Assets			
Cash			
11	2013	GEN FUND-FOR OP	\$0.00
11	2014	GEN FUND-FOR OP	\$0.00
11	2015	GEN FUND-FOR OP	\$0.00
11	2016	GEN FUND-FOR OP	\$0.00
11	2017	GENERAL	\$0.00
11	2018	GENERAL	\$0.00
11	2019	GENERAL	\$0.00
11	2020	GENERAL	\$0.00
11	2021	GENERAL	\$0.00
11	2022	GENERAL	\$0.00
11	2023	GENERAL	(\$6,050.14)
11	2024	GENERAL	\$9,949.77
			<u>\$253,436.76</u>
		Fund 11 Total	\$257,336.39
12	2013	CO-OP FUND-FOR CO-OP	\$0.00
12	2014	CO-OP FUND-FOR CO-OP	\$0.00
12	2015	CO-OP FUND-FOR CO-OP	\$0.00
12	2016	CO-OP FUND-FOR CO-OP	\$0.00
12	2017	CO-OP	\$0.00
12	2018	CO-OP	\$0.00
12	2019	CO-OP	\$0.00
			<u>\$0.00</u>
		Fund 12 Total	\$0.00
21	2013	Building	\$0.00
21	2014	Building	\$0.00
21	2015	Building	\$0.00
21	2016	Building	\$0.00
21	2017	BUILDING	\$0.00
21	2018	BUILDING	\$0.00
21	2019	BUILDING	\$0.00
21	2020	BUILDING	\$0.00
21	2021	BUILDING	\$0.00
21	2022	BUILDING	\$0.00
21	2023	BUILDING	\$0.00
21	2024	BUILDING	\$0.00
			<u>\$47,506.87</u>
		Fund 21 Total	\$47,506.87
22	2013	CHILD NUTRITION	\$0.00
22	2014	CHILD NUTRITION	\$0.00
22	2015	CHILD NUTRITION	\$0.00
22	2016	CHILD NUTRITION	\$0.00
22	2017	CHILD NUTRITION	\$0.00
22	2018	CHILD NUTRITION	\$0.00
22	2019	CHILD NUTRITION	\$0.00
22	2020	CHILD NUTRITION	\$0.00
			<u>\$0.00</u>
		Fund 22 Total	\$0.00
31	2013	BOND FUND	\$0.00
31	2014	BOND FUND	\$0.00
31	2016	BOND FUND	\$0.00
31	2017	BOND	\$0.00
31	2018	BOND	\$0.00
31	2019	BOND	\$0.00
31	2020	BUILDING BOND	\$0.00
			<u>\$0.00</u>

Wellston Public Schools

Balance Sheet

Options: As Of Date: 9/30/2023

31	2021	BUILDING BOND	\$0.00
31	2022	BUILDING BOND	\$0.00
31	2023	BUILDING BOND	\$0.00
31	2024	BUILDING BOND	(\$79,487.24)
			Fund 31 Total
			(\$79,487.24)
32	2016	BOND FUND	\$0.00
32	2017	TRANSPORTATION BOND	\$0.00
32	2019	TRANSPORTATION BOND	\$0.00
32	2020	TRANSPORTATION BOND	\$0.00
32	2021	TRANSPORTATION BOND	\$0.00
			Fund 32 Total
			\$0.00
41	2013	Sinking	\$0.00
41	2014	Sinking	\$0.00
41	2015	Sinking	\$0.00
41	2016	Sinking	\$0.00
41	2017	SINKING	\$0.00
41	2018	SINKING	\$0.00
41	2019	SINKING	\$0.00
41	2020	SINKING	\$0.00
41	2021	SINKING	\$0.00
41	2022	SINKING	\$0.00
41	2023	SINKING	\$0.00
41	2024	SINKING	\$0.00
			Fund 41 Total
			\$98,965.65
60	2017	HS/MS ACTIVITY FUND	\$234,456.04
60	2018	HS/MS ACTIVITY FUND	\$444,083.53
60	2019	HS/MS ACTIVITY FUND	\$530,359.71
60	2020	HS/MS ACTIVITY FUND	\$307,144.88
60	2021	HS/MS ACTIVITY FUND	\$304,689.75
60	2022	HS/MS ACTIVITY FUND	\$338,988.68
60	2023	HS/MS ACTIVITY FUND	\$469,400.43
60	2024	HS/MS ACTIVITY FUND	\$144,925.75
			Fund 60 Total
			\$2,774,048.77
61	2017	ELEMENTARY ACTIVITY FUND	\$78,565.40
61	2018	ELEMENTARY ACTIVITY FUND	\$83,655.53
61	2019	ELEMENTARY ACTIVITY FUND	\$84,036.71
61	2020	ELEMENTARY ACTIVITY FUND	\$52,772.59
61	2021	ELEMENTARY ACTIVITY FUND	\$61,776.43
61	2022	ELEMENTARY ACTIVITY FUND	\$81,885.55
61	2023	ELEMENTARY ACTIVITY FUND	\$86,069.83
61	2024	ELEMENTARY ACTIVITY FUND	\$67,945.17
			Fund 61 Total
			\$596,707.21
			Cash Total
			\$3,695,077.65
Investments			
11	2017	GENERAL	\$0.00
11	2019	GENERAL	\$0.00
			Fund 11 Total
			\$0.00
61	2017	ELEMENTARY ACTIVITY FUND	\$0.00
			Fund 61 Total
			\$0.00
			Investments Total
			\$0.00

Revenue Receivable

Wellston Public Schools

Balance Sheet

Options: As Of Date: 9/30/2023

11	2013	GEN FUND-FOR OP	\$0.00
11	2014	GEN FUND-FOR OP	\$0.00
11	2015	GEN FUND-FOR OP	\$0.00
11	2016	GEN FUND-FOR OP	\$0.00
11	2017	GENERAL	\$0.00
11	2018	GENERAL	\$0.00
11	2019	GENERAL	\$0.00
11	2020	GENERAL	\$0.00
11	2021	GENERAL	\$0.00
11	2022	GENERAL	\$0.00
11	2023	GENERAL	(\$6,050.14)
11	2024	GENERAL	(\$1,182,195.71)
		Fund 11 Total	(\$1,188,245.85)
12	2013	CO-OP FUND-FOR CO-OP	\$0.00
12	2014	CO-OP FUND-FOR CO-OP	\$0.00
12	2015	CO-OP FUND-FOR CO-OP	\$0.00
12	2016	CO-OP FUND-FOR CO-OP	\$0.00
12	2017	CO-OP	\$0.00
12	2018	CO-OP	\$0.00
		Fund 12 Total	\$0.00
21	2013	Building	\$0.00
21	2014	Building	\$0.00
21	2015	Building	\$0.00
21	2016	Building	\$0.00
21	2017	BUILDING	\$0.00
21	2018	BUILDING	\$0.00
21	2019	BUILDING	\$0.00
21	2020	BUILDING	\$0.00
21	2021	BUILDING	\$0.00
21	2022	BUILDING	\$0.00
21	2023	BUILDING	\$0.00
21	2024	BUILDING	(\$192,506.87)
		Fund 21 Total	(\$192,506.87)
22	2013	CHILD NUTRITION	\$0.00
22	2014	CHILD NUTRITION	\$0.00
22	2015	CHILD NUTRITION	\$0.00
22	2016	CHILD NUTRITION	\$0.00
22	2017	CHILD NUTRITION	\$0.00
22	2018	CHILD NUTRITION	\$0.00
22	2019	CHILD NUTRITION	(\$245,039.16)
22	2020	CHILD NUTRITION	\$0.00
		Fund 22 Total	(\$245,039.16)
31	2013	BOND FUND	\$0.00
31	2014	BOND FUND	\$0.00
31	2015	BOND FUND	\$0.00
31	2016	BOND FUND	\$0.00
31	2017	BOND	\$0.00
31	2018	BOND	\$0.00
31	2019	BOND	\$0.00
31	2020	BUILDING BOND	\$0.00
31	2021	BUILDING BOND	\$0.00

Wellston Public Schools Balance Sheet

Options: As Of Date: 9/30/2023

31	2022	BUILDING BOND	\$0.00
31	2023	BUILDING BOND	\$0.00
31	2024	BUILDING BOND	\$79,487.24
			Fund 31 Total \$79,487.24
32	2013	BOND FUND	\$0.00
32	2016	BOND FUND	\$0.00
32	2017	TRANSPORTATION BOND	\$0.00
32	2020	TRANSPORTATION BOND	\$0.00
32	2021	TRANSPORTATION BOND	(\$160,000.00)
			Fund 32 Total (\$160,000.00)
41	2013	Sinking	\$0.00
41	2014	Sinking	\$0.00
41	2015	Sinking	\$0.00
41	2016	Sinking	\$0.00
41	2017	SINKING	\$0.00
41	2018	SINKING	\$0.00
41	2019	SINKING	\$0.00
41	2020	SINKING	\$0.00
41	2021	SINKING	\$0.00
41	2022	SINKING	\$0.00
41	2023	SINKING	\$0.00
41	2024	SINKING	\$0.00
			Fund 41 Total (\$98,965.65)
60	2017	HS/MS ACTIVITY FUND	(\$234,456.04)
60	2018	HS/MS ACTIVITY FUND	(\$362,614.15)
60	2019	HS/MS ACTIVITY FUND	(\$439,726.29)
60	2020	HS/MS ACTIVITY FUND	(\$233,371.90)
60	2021	HS/MS ACTIVITY FUND	(\$227,256.25)
60	2022	HS/MS ACTIVITY FUND	(\$259,589.32)
60	2023	HS/MS ACTIVITY FUND	(\$359,418.28)
60	2024	HS/MS ACTIVITY FUND	(\$45,871.65)
			Fund 60 Total (\$2,162,303.88)
61	2017	ELEMENTARY ACTIVITY FUND	(\$53,288.83)
61	2018	ELEMENTARY ACTIVITY FUND	(\$51,232.30)
61	2019	ELEMENTARY ACTIVITY FUND	(\$48,910.04)
61	2020	ELEMENTARY ACTIVITY FUND	(\$35,699.63)
61	2021	ELEMENTARY ACTIVITY FUND	(\$38,498.43)
61	2022	ELEMENTARY ACTIVITY FUND	(\$52,057.83)
61	2023	ELEMENTARY ACTIVITY FUND	(\$33,420.22)
61	2024	ELEMENTARY ACTIVITY FUND	(\$13,408.30)
			Fund 61 Total (\$326,515.58)
			Revenue Receivable Total (\$4,294,089.75)
			Assets Total (\$599,012.10)

Liabilities, Reserves and Fund Balance

Outstanding Warrants

11	2016	GEN FUND-FOR OP	\$0.00
11	2017	GENERAL	\$0.00
11	2018	GENERAL	\$0.00
11	2019	GENERAL	\$0.00
11	2020	GENERAL	\$0.00

Wellston Public Schools

Balance Sheet

Options: As Of Date: 9/30/2023

11	2021	GENERAL	\$0.00
11	2022	GENERAL	\$0.00
11	2023	GENERAL	\$1,283.72
11	2024	GENERAL	\$229,220.93
			Fund 11 Total
			\$230,504.65
12	2017	CO-OP	\$0.00
			Fund 12 Total
			\$0.00
21	2017	BUILDING	\$0.00
21	2018	BUILDING	\$0.00
21	2019	BUILDING	\$0.00
21	2020	BUILDING	\$0.00
21	2021	BUILDING	\$0.00
21	2022	BUILDING	\$0.00
21	2023	BUILDING	\$0.00
21	2024	BUILDING	\$0.00
			Fund 21 Total
			\$0.00
22	2016	CHILD NUTRITION	\$0.00
22	2017	CHILD NUTRITION	\$0.00
22	2018	CHILD NUTRITION	\$0.00
22	2019	CHILD NUTRITION	\$0.00
22	2020	CHILD NUTRITION	\$0.00
			Fund 22 Total
			\$0.00
31	2016	BOND FUND	\$0.00
31	2017	BOND	\$0.00
31	2018	BOND	\$0.00
31	2019	BOND	\$0.00
31	2020	BUILDING BOND	\$0.00
31	2021	BUILDING BOND	\$0.00
31	2022	BUILDING BOND	\$0.00
31	2023	BUILDING BOND	\$0.00
			Fund 31 Total
			\$0.00
32	2017	TRANSPORTATION BOND	\$0.00
32	2021	TRANSPORTATION BOND	\$0.00
			Fund 32 Total
			\$0.00
41	2017	SINKING	\$0.00
41	2018	SINKING	\$0.00
41	2019	SINKING	\$0.00
41	2020	SINKING	\$0.00
41	2021	SINKING	\$0.00
41	2022	SINKING	\$0.00
41	2023	SINKING	\$0.00
			Fund 41 Total
			\$0.00
			Outstanding Warrants Total
			\$230,504.65

Fund Balance

11	2013	GEN FUND-FOR OP	\$0.00
11	2014	GEN FUND-FOR OP	\$0.00
11	2015	GEN FUND-FOR OP	\$0.00
11	2016	GEN FUND-FOR OP	\$0.00
11	2017	GENERAL	\$0.00
11	2018	GENERAL	\$0.00
11	2019	GENERAL	\$0.00

Wellston Public Schools Balance Sheet

Options: As Of Date: 9/30/2023

11	2020	GENERAL	\$0.00
11	2021	GENERAL	\$0.00
11	2022	GENERAL	(\$6,050.14)
11	2023	GENERAL	\$2,615.91
11	2024	GENERAL	(\$1,157,979.88)
Fund 11 Total			(\$1,161,414.11)
12	2013	CO-OP FUND-FOR CO-OP	\$0.00
12	2014	CO-OP FUND-FOR CO-OP	\$0.00
12	2015	CO-OP FUND-FOR CO-OP	\$0.00
12	2016	CO-OP FUND-FOR CO-OP	\$0.00
12	2017	CO-OP	\$0.00
12	2018	CO-OP	\$0.00
Fund 12 Total			\$0.00
21	2013	Building	\$0.00
21	2014	Building	\$0.00
21	2015	Building	\$0.00
21	2016	Building	\$0.00
21	2017	BUILDING	\$0.00
21	2018	BUILDING	\$0.00
21	2019	BUILDING	\$0.00
21	2020	BUILDING	\$0.00
21	2021	BUILDING	\$0.00
21	2022	BUILDING	\$0.00
21	2023	BUILDING	\$0.00
21	2024	BUILDING	(\$145,000.00)
Fund 21 Total			(\$145,000.00)
22	2013	CHILD NUTRITION	\$0.00
22	2014	CHILD NUTRITION	\$0.00
22	2015	CHILD NUTRITION	\$0.00
22	2016	CHILD NUTRITION	\$0.00
22	2017	CHILD NUTRITION	\$0.00
22	2018	CHILD NUTRITION	\$0.00
22	2019	CHILD NUTRITION	(\$245,039.16)
22	2020	CHILD NUTRITION	\$0.00
Fund 22 Total			(\$245,039.16)
31	2013	BOND FUND	\$0.00
31	2014	BOND FUND	\$0.00
31	2015	BOND FUND	\$0.00
31	2016	BOND FUND	\$0.00
31	2017	BOND	\$0.00
31	2018	BOND	\$0.00
31	2019	BOND	\$0.00
31	2020	BUILDING BOND	\$0.00
31	2021	BUILDING BOND	\$0.00
31	2022	BUILDING BOND	\$0.00
31	2023	BUILDING BOND	\$0.00
Fund 31 Total			\$0.00
32	2013	BOND FUND	\$0.00
32	2016	BOND FUND	\$0.00
32	2017	TRANSPORTATION BOND	\$0.00
32	2021	TRANSPORTATION BOND	(\$160,000.00)

Wellston Public Schools
Balance Sheet

Options: As Of Date: 9/30/2023

				Fund 32 Total	(\$160,000.00)
41	2013	Sinking			\$0.00
41	2014	Sinking			\$0.00
41	2015	Sinking			\$0.00
41	2016	Sinking			\$0.00
41	2017	SINKING			\$0.00
41	2018	SINKING			\$0.00
41	2019	SINKING			\$0.00
41	2020	SINKING			\$0.00
41	2021	SINKING			\$0.00
41	2022	SINKING			\$0.00
41	2023	SINKING			\$0.00
					\$0.00
				Fund 41 Total	\$0.00
60	2017	HS/MS ACTIVITY FUND			\$0.00
60	2018	HS/MS ACTIVITY FUND			\$81,469.38
60	2019	HS/MS ACTIVITY FUND			\$90,633.42
60	2020	HS/MS ACTIVITY FUND			\$73,772.98
60	2021	HS/MS ACTIVITY FUND			\$77,433.50
60	2022	HS/MS ACTIVITY FUND			\$79,399.36
60	2023	HS/MS ACTIVITY FUND			\$109,982.15
60	2024	HS/MS ACTIVITY FUND			\$99,054.10
					\$99,054.10
				Fund 60 Total	\$611,744.89
61	2017	ELEMENTARY ACTIVITY FUND			\$25,276.57
61	2018	ELEMENTARY ACTIVITY FUND			\$32,423.23
61	2019	ELEMENTARY ACTIVITY FUND			\$35,126.67
61	2020	ELEMENTARY ACTIVITY FUND			\$17,072.96
61	2021	ELEMENTARY ACTIVITY FUND			\$23,278.00
61	2022	ELEMENTARY ACTIVITY FUND			\$29,827.72
61	2023	ELEMENTARY ACTIVITY FUND			\$52,649.61
61	2024	ELEMENTARY ACTIVITY FUND			\$54,536.87
					\$54,536.87
				Fund 61 Total	\$270,191.63
				Fund Balance Total	(\$829,516.75)
				Liabilities, Reserves and Fund Balance Total	(\$599,012.10)

Revenue vs Expense 2021-2026

Month	2021-2022		2022-2023		2023-2024		2024-2025		2025-2026	
	Revenue	Expenses	Revenue	Expenses	Revenue	Expenses	Revenue	Expenses	Revenue	Expenses
July	144,777.92	239,336.08	50,749.41	73,001.39	42,331.06	123,782.31				
August	307,537.94	174,525.72	264,046.01	237,792.96	336,646.62	353,374.92				
September	424,000.31	514,116.06	293,770.22	904,767.39	337,665.16	893,607.06				
October	296,172.12	395,513.40	293,772.73	142,823.27						
November	282,432.71	583,333.66	268,401.34	617,346.48						
December	384,191.86	370,988.92	786,725.89	447,619.53						
January	1,033,658.15	408,799.00	1,124,303.32	402,321.48						
February	493,638.47	468,307.74	516,977.28	421,003.13						
March	290,797.46	376,783.17	349,672.33	714,308.55						
April	663,549.54	620,509.44	478,381.44	342,293.27						
May	641,746.02	1,323,932.57	382,670.15	1,293,769.93						
June	554,604.91	86,765.69	671,708.04	56,786.69						
Totals	\$5,517,107.41	\$5,562,911.45	\$5,481,178.16	\$5,653,834.07	\$716,642.84	#####	\$0.00	\$0.00	\$0.00	\$0.00
over/short		(\$45,804.04)		(\$172,655.91)		(\$654,121.45)		\$0.00		\$0.00

Notes:

General Fund 11 Only

Month	2021-2022		2022-2023		2023-2024		2024-2025		2025-2026	
	Revenue	Expenses	Revenue	Expenses	Revenue	Expenses	Revenue	Expenses	Revenue	Expenses
July	142,211.93	143,371.66	48,868.96	73,001.39	40,910.93	123,782.31				
August	304,784.09	127,405.72	262,552.03	110,570.22	334,726.87	208,374.92				
September	421,722.16	443,007.58	289,383.14	902,517.39	334,374.66	893,607.06				
October	293,000.00	384,195.90	291,710.71	83,959.52						
November	281,283.24	583,333.66	266,728.66	617,346.48						
December	375,921.95	369,588.92	776,849.10	444,760.03						
January	864,094.17	408,799.00	944,085.33	402,321.48						
February	443,327.89	468,307.74	465,709.94	407,767.51						
March	285,607.00	376,783.17	345,364.79	713,114.80						
April	628,520.08	395,081.94	446,348.16	71,924.02						
May	623,567.67	1,320,653.75	363,601.04	1,270,329.93						
June	551,594.01	86,765.69	561,253.58	54,899.94						
Totals	\$5,215,634.19	#####	#####	#####	\$710,012.46	#####	\$0.00	\$0.00	\$0.00	\$0.00
over/short	\$108,339.46		(\$90,057.27)		(\$515,751.83)					

September 2023

General #11		Building #21	
\$ 586,064.14	Balance Forward	\$ 45,624.22	Balance Forward
\$ 890,172.83	Warrants 1136 - 1410	\$ -	Warrants
\$ 3,434.23	Warrants 1898 & 1899	\$ 500.00	9/5 E. Finney
\$ 7,667.38	9/8 Lincoln County Clerk	\$ 550.00	9/5 G.Grimmett
\$ 32,243.10	9/11 OK Tax Commission	\$ 832.65	9/8 Lincoln County Clerk
\$ 677.58	9/14 OSDE Certified in Lieu of		
\$ 2,048.65	9/14 OSDE Support in Lieu of		
\$ 11,186.87	9/14 OSDE Support Health Allowance	\$ 47,506.87	Balance
\$ 22,423.32	9/14 OSDE Certified Health Allowance		
\$ 201,460.69	9/14 OSDE Financial Support		
\$ 228.59	9/18 Arvest CC Cash Back		
\$ 1,749.00	9/21 OSDE Student Teacher Stipend	\$ 79,487.24	Balance Forward
\$ 3,845.10	9/22 OSDE School Breakfast Program		
\$ 12,989.15	9/22 OSDE School Lunch Program		
\$ 15,710.00	9/22 OK Dept of Career & Tech Ed.		
\$ 16,939.25	9/22 OSDE CN Oper. Cost Reim.	\$ 79,487.24	Balance
\$ 55.98	9/22 U-Pic Insurance		
\$ 63.18	9/26 Premier Rebates		
\$ 4,404.44	9/26 OK Land Commission		
\$ 373.54	9/29 Premier Healthca	\$ 97,557.80	Balance Forward
\$ 16.98	9/30 First Bank & Trust MM Interest	\$ 1,407.85	9/8 Lincoln County Clerk
\$ 291.86	9/30 First Bank & Trust Interest		
		\$ 98,965.65	Balance
\$ 26,831.74	Balance		

#900211

\$	6,262.69	Balance Forward
\$	16.98	Interest earned
<hr/>		
\$	6,279.67	Balance

\$	808,733.40	Balance Forward
\$	337,665.16	Revenue
\$	893,607.06	Expenses
<hr/>		
\$	252,791.50	Balance

\$	477,017.23	Bank Balance
\$	230,504.65	Outstanding Warrants
\$	6,279.67	Money Market
\$	0.75	Kelly Curry Bank Check
<hr/>		
\$	252,791.50	Balance

General

\$	334,374.66	Revenue
\$	893,607.06	Expenses

Wellston Public Schools

Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 9/1/2023 - 9/30/2023

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
801 ATHLETICS	\$8,420.78	\$2,663.00	\$0.00	\$1,402.94	\$9,680.84	\$1,755.00	\$7,925.84
802 FFA	\$16,848.70	\$6,859.00	\$0.00	\$4,012.99	\$19,694.71	\$3,890.00	\$15,804.71
804 CLASS OF 2022	\$342.05	\$0.00	\$0.00	\$0.00	\$342.05	\$0.00	\$342.05
805 CLASS OF 2023	\$592.62	\$0.00	\$0.00	\$0.00	\$592.62	\$385.00	\$207.62
806 CLASS OF 2024	\$3,045.78	\$0.00	\$0.00	\$0.00	\$3,045.78	\$0.00	\$3,045.78
807 WEA	\$3,506.29	\$238.00	\$0.00	\$0.00	\$3,744.29	\$7.49	\$3,736.80
808 H.S. SOFTBALL	\$5,351.60	\$777.25	\$0.00	\$186.78	\$5,942.07	\$600.00	\$5,342.07
809 FCCLA	\$3,824.17	\$30.00	\$0.00	\$39.00	\$3,815.17	\$975.00	\$2,840.17
811 MURAL FUND	\$489.50	\$0.00	\$0.00	\$0.00	\$489.50	\$0.00	\$489.50
812 YEARBOOK	\$14,518.01	\$485.00	\$0.00	\$0.00	\$15,003.01	\$0.00	\$15,003.01
814 H.S. CHEERLEADERS	\$1,838.44	\$135.00	\$0.00	\$0.00	\$1,973.44	\$532.98	\$1,440.46
818 BAND	\$711.92	\$0.00	\$0.00	\$0.00	\$711.92	\$0.00	\$711.92
819 PETTY CASH	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	\$0.00	\$200.00
820 COUNSELOR	\$389.44	\$0.00	\$0.00	\$0.00	\$389.44	\$0.00	\$389.44
821 M.S. CHEERLEADERS	\$1,873.24	\$200.00	\$0.00	\$0.00	\$2,073.24	\$537.04	\$1,536.20
823 SPANISH CLUB	\$289.11	\$0.00	\$0.00	\$0.00	\$289.11	\$0.00	\$289.11
824 NATIONAL HONOR SOCIETY	\$685.68	\$0.00	\$0.00	\$0.00	\$685.68	\$0.00	\$685.68
826 CLASS OF 2025	\$147.00	\$0.00	\$0.00	\$0.00	\$147.00	\$0.00	\$147.00
827 SPEECH/DRAMA	\$207.02	\$0.00	\$0.00	\$0.00	\$207.02	\$0.00	\$207.02
828 ART CLASS	\$762.52	\$32.00	\$0.00	\$35.47	\$759.05	\$245.00	\$514.05
829 CLASS OF 2026	\$401.00	\$0.00	\$0.00	\$0.00	\$401.00	\$0.00	\$401.00
832 FELLOWSHIP CHRISTIAN ATHLETES	\$30.34	\$0.00	\$0.00	\$0.00	\$30.34	\$0.00	\$30.34
834 BASEBALL	\$7,376.27	\$3,309.25	\$0.00	\$2,034.43	\$8,651.09	\$3,490.04	\$5,161.05
835 CHILD NUTRITION	\$7,368.12	\$6,264.35	\$0.00	\$95.75	\$13,536.72	\$0.00	\$13,536.72
836 BETTY WATERSON-CNP	\$279.87	\$0.00	\$0.00	\$0.00	\$279.87	\$0.00	\$279.87
837 MISCELLANEOUS	\$2,034.24	\$162.37	\$0.00	\$89.99	\$2,106.62	\$641.90	\$1,464.72
838 PARAGON	\$0.00	\$121.00	\$0.00	\$0.00	\$121.00	\$0.00	\$121.00
839 AP	\$34.98	\$0.00	\$0.00	\$0.00	\$34.98	\$0.00	\$34.98
843 LIBRARY	\$433.58	\$210.00	\$0.00	\$118.00	\$525.58	\$158.00	\$367.58
844 GENERAL FUND REFUND	\$688.00	\$60.00	\$0.00	\$0.00	\$748.00	\$0.00	\$748.00
846 SCIENCE CLUB	\$77.51	\$0.00	\$0.00	\$0.00	\$77.51	\$0.00	\$77.51
850 M.S. MISC	\$18,251.87	\$0.00	\$0.00	\$0.00	\$18,251.87	\$0.00	\$18,251.87
851 H.S. MISC	\$60.35	\$0.00	\$0.00	\$0.00	\$60.35	\$0.00	\$60.35
852 GIRLS BASKETBALL	\$4,363.39	\$1,430.00	\$0.00	\$4,585.56	\$1,207.83	\$1,880.00	(\$672.17)
853 BOYS BASKETBALL	\$4,389.41	\$0.00	\$0.00	\$1,962.95	\$2,426.46	\$179.99	\$2,246.47
856 BPA	\$198.27	\$82.00	\$0.00	\$0.00	\$280.27	\$500.00	(\$219.73)
858 TEACHER OF THE YEAR	\$79.00	\$615.00	\$0.00	\$0.00	\$694.00	\$0.00	\$694.00
860 TROY SWAFFORD SCHOLARSHIP	\$875.00	\$0.00	\$0.00	\$0.00	\$875.00	\$0.00	\$875.00
Total	\$110,985.07	\$23,673.22	\$0.00	\$14,563.86	\$120,094.43	\$15,777.44	\$104,316.99

Unpaid Encumbrances

Options: Year: 2023-2024, Fund: GENERAL, As Of Date: 10/10/2023, Include Only Certified: False

PO No	Date	Vendor No	Vendor	Description	Amount
1	07/01/2023	821	US FOODS	CNP FOOD AND SUPPLIES	102,670.17
2	07/01/2023	355	AT&T	MONTHLY BILLING	4,789.27
3	07/01/2023	13302	US CELLULAR	MONTHLY BILLING	3,002.04
4	07/01/2023	77	OG&E	MONTHLY BILLING	57,932.79
5	07/01/2023	48	ONG	MONTHLY BILLING	20,954.65
6	07/01/2023	12417	PRINCIPAL FINANCIAL GROUP	MONTHLY BILLING	3,940.56
7	07/01/2023	704	HILAND DAIRY FOODS CO	MONTHLY BILLING	24,380.00
8	07/01/2023	13262	B&C BUSINESS PRODUCTS	MONTHLY BILLING	5,272.97
9	07/01/2023	772	FLEETCOR TECHNOLOGIES	MONTHLY BILLING	11,353.04
10	07/01/2023	12534	R.K. BLACK, INC.	MONTHLY BILLING	4,370.20
11	07/01/2023	342	THE HOME DEPOT PRO INSTITUTIONAL	MONTHLY BILLING	24,969.76
12	07/01/2023	12024	CLEARWATER ENTERPRISES, LLC	MONTHLY BILLING	13,956.81
13	07/01/2023	12945	TOWN OF WELLSTON	WATER/TRASH PICK UP	18,408.36
14	07/01/2023	13295	FESLER PEST CONTROL LLC	EXTERMINATOR	1,200.00
15	07/01/2023	13145	GREEN'S PROPANE, L.L.C.	PROPANE	25,000.00
16	07/01/2023	223	OTA PIKE PASS	PIKEPASS	1,700.00
17	07/01/2023	13261	BARLOW ED MANAG SERV	FEDERAL PROGRAM ASSISTANCE	5,094.00
18	07/01/2023	13477	EASY ICE, LLC	ICE MACHINE RENTAL	5,701.15
19	07/01/2023	12078	AF PLAN SERVE	MONTHLY BILLING	112.00
21	07/01/2023	12366	ALLIED ELEVATOR SER INC	ELEVATOR PHONE SERVICE	160.00
25	07/01/2023	12459	OKLA STATE DEPT OF HEALTH	FOOD SERVICE LICENSE	250.00
26	07/01/2023	13126	OPSRC	ANNUAL BILILNG	2,500.00
28	07/01/2023	159	INTERNAL REVENUE SERVICE	FORM 941	1,072.72
29	07/01/2023	144	LOWE'S	MAINTENANCE SUPPLIES	1,472.06
30	07/01/2023	90	LINCOLN COUNTY FARM	MAINTENANCE SUPPLIES	3,670.30
32	07/01/2023	160	OFFICE DEPOT INC	SUPPLIES	5,911.01
33	07/01/2023	12489	EUREKA WATER CO	MONTHLY BILLING	192.78
34	07/01/2023	219	LIBERTY FLAGS	FLAGS	180.70
41	07/01/2023	13547	NoRedInk Corp.	YEARLY SUBSCRIPTION	4,420.00
44	07/01/2023	13555	STAR2STAR COMMUNICATIONS, LLC	PHONE SYSTEM MONTHLY BILLING & SETUP	6,918.68
45	07/01/2023	13268	NAMETAGCOUNTRY	NAME TAGS AND PLATES	163.69
46	07/01/2023	157	AUTO-CHLOR SERVICES, LLC.	CNP SUPPLIES	375.00
47	07/01/2023	13694	PARENT SQUARE	WEBSITE & NOTIFY	5,454.50
49	07/01/2023	865	RALPH OSBORN	EON 2022-2023	800.00
50	07/01/2023	13424	FIRE SAFETY INSPECTIONS	MAINTENANCE	670.00
51	07/01/2023	13500	FIRST BANK & TRUST	SAFETY DEPOSIT BOX	40.00
52	07/01/2023	37	THE LINCOLN COUNTY NEWS	LEGAL NOTICE - EON	218.45
64	07/01/2023	159	INTERNAL REVENUE SERVICE	FORM 941	3,000.00
72	08/03/2023	12419	BSN LLC	Baseballs	850.00
88	07/01/2023	13566	ARVEST	TECH & SUPPLIES	573.83
90	08/14/2023	12376	CAPITAL ONE	MAINTENANCE SUPPLIES	500.00
95	08/14/2023	781	PERMA-BOUND	Sequoyah Books	181.42
96	08/14/2023	781	PERMA-BOUND	Redbud Books for pre-k-2nd	62.63
99	08/17/2023	781	PERMA-BOUND	New Sequoyah Books	16.35
100	08/17/2023	13007	CEV MULTIMEDIA, LTD.	Web access	1,725.00

Unpaid Encumbrances

Options: Year: 2023-2024, Fund: GENERAL, As Of Date: 10/10/2023, Include Only Certified: False

PO No	Date	Vendor No	Vendor	Description	Amount
101	08/17/2023	13360	NATIONAL BPA	Membership Fees	100.00
103	08/17/2023	13566	ARVEST	Project supplies	108.59
104	08/17/2023	12376	CAPITAL ONE	food for cooking projects	117.99
106	08/17/2023	12478	FCCLA, INC.	un iforms	300.00
108	08/23/2023	13100	TEAMLEADER	New HS uniforms	2,544.70
109	08/29/2023	13566	ARVEST	costumes for FCCLA	150.00
111	09/05/2023	13566	ARVEST	tables and chairs	2,500.00
113	08/31/2023	13566	ARVEST	SERVER	7,523.68
124	07/01/2023	12376	CAPITAL ONE	MAINT, CNP	1,972.37
125	07/01/2023	13566	ARVEST	SUPPLIES, MAINT, IT/TECH	3,412.81
136	07/01/2023	240	HOME DEPOT CREDIT SERVICES	MAINTENANCE SUPPLIES	98.12
149	08/01/2023	12556	ATWOODS- JOHN DEERE FINANCIAL	MAINTENANCE SUPPLIES	60.65
152	09/01/2023	672	GORDON COOPER TECHNOLOGY CTR	BUS DRIVER CLASS	250.00
153	09/12/2023	12419	BSN LLC	HS Girls Basketball Uniforms	2,500.00
154	09/12/2023	12419	BSN LLC	EVO Basketballs	1,069.90
155	09/13/2023	12354	HUDL	Hudl Assist (Stats)	900.00
156	09/13/2023	12354	HUDL	Hudl Silver	549.00
157	09/13/2023	691	BSN/PASSON'S/GSC/CONLIN SPORTS	HS Girls Basketball budget items	1,100.00
158	09/25/2023	109	ALERT SERVICES INC	Medical items - HS Basketball	400.00
159	09/25/2023	12354	HUDL	hudl yearly subscription and hudl assist	1,449.00
160	09/25/2023	12376	CAPITAL ONE	Storage Containers	250.00
161	10/02/2023	13566	ARVEST	Tech Equipment	1,600.00
162	10/02/2023	13685	B.E. PUBLISHING	Textbooks	3,300.00
163	10/02/2023	13468	SIMONIZE SPORTS	Screened Sand & Topdress	2,650.00
164	10/08/2023	13566	ARVEST	9 Student Yearbook Cameras	775.00
165	09/01/2023	13692	OKLAHOMA ART EDUCATION ASSOCIATION	ART EDUCATION CONF	135.00
166	09/01/2023	780	OKLA THERAPY CONSULTANTS	OCCUPATIONAL THERAPY	5,995.00
167	09/01/2023	12266	KRISTA MOTLEY, MS, CCC-SLP	SPEECH LANGUAGE PATHOLOGY	8,470.00
168	09/01/2023	13419	NIKKI KECK DBA VISUAL SENSES	VISUAL CONSULTATION & SERVICES	450.00
169	09/01/2023	121	TEEL OSWALD	TESTING	375.00
170	09/01/2023	13658	DARIN HUGHES	CDL REIMBURSEMENT	56.50
171	09/01/2023	12781	GORDON COOPER TECH CENTER	CDL SCHOOL BUS DRIVING COURSE	165.00
172	09/01/2023	12430	CHANDLER TIRE CENTER	TIRE INSTALL AND BALANCE	132.00
173	09/01/2023	786	CHAPPELL SUPPLY COMPANY	MAINT SUPPLIES - REPLACING STOLEN ITEMS	260.34
174	08/01/2023	12250	AMERICAN TELCOM	PHONE SYSTEM WORK	201.25
175	07/01/2023	12005	UNITED SYSTEMS INC	SCHOOL'S 20% ERATE	1,594.70
176	08/30/2023	13655	COUIE E SPARKS	MILEAGE - CDL TEST	165.00
177	09/01/2023	354	CHANDLER HARDWARE	MAINT SUPPLIES	19.98
178	09/01/2023	13013	PLANK AUTO SUPPLY	AUTO SUPPLIES	383.96
179	07/01/2023	13654	NWEA	ANNUAL BILLING	1,512.00
180	08/15/2023	12023	DOLLAR GENERAL - REGIONS 410526	CNP	13.69
181	09/01/2023	13693	BROCK CALVIN	WINDSHIELD REPLACEMENT	500.00

Unpaid Encumbrances

Options: Year: 2023-2024, Fund: GENERAL, As Of Date: 10/10/2023, Include Only Certified: False

PO No	Date	Vendor No	Vendor	Description	Amount
182	08/01/2023	13301	MCBRIDE CLINIC OCCUPATIONAL HEALTH	BUS DRIVER PHYSICAL	64.00
183	08/01/2023	13684	GILBERT RANDALL CHAPA	SECURITY SERVICES	550.00
184	09/01/2023	12251	L AND L OIL & TIRE	BULK FUEL	2,242.37
185	09/01/2023	275	ROSS TRANSPORTATION, INC.	BUS PARTS	390.15
186	07/01/2023	13517	HOLT TRUCK CENTERS	BUS PARTS	775.84
187	10/01/2023	12138	OREILLY AUTO PARTS	VEHICLE MAINT SUPPLIES	621.22
188	10/01/2023	13216	BOBBIE J RACKLEY	CDL REIMBURSEMENT	117.58
189	09/01/2023	863	VOSS LIGHTING	LIGHTS	370.00
190	10/01/2023	728	LOCKE SUPPLY CO	MINI SPLITS	9,164.94
191	09/01/2023	75	JACKSON ELECTRIC	ELECTRIC REPAIR WORK - STORM DAMAGE	838.00
192	08/01/2023	13602	AIR TECHNOLOGIES	AC REPAIR WORK	8,546.76
Non-Payroll Total:					\$455,978.98
Payroll Total:					\$3,221,734.67
Report Total:					\$3,677,713.65

Wellston Public Schools Budget Analysis

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, Print Detail: False

Classification	Appropriation	Encumbered	Paid	Encumbered Balance	Unencumbered Balance	% Enc Budget
2023-2024						
11 GENERAL	5,715,757.54	4,894,830.29	1,217,116.64	3,677,713.65	820,927.25	85.64%
Total 2023-2024	\$5,715,757.54	\$4,894,830.29	\$1,217,116.64	\$3,677,713.65	\$820,927.25	85.64 %
Report Total	\$5,715,757.54	\$4,894,830.29	\$1,217,116.64	\$3,677,713.65	\$820,927.25	85.64 %

Date Range: 7/1/2023 - 6/30/2024

Classification Bolding: N/A

Print Detail: No

Dimension	Group Order	Total	Bold	Filter
Fiscal Year	1	Yes	No	2024
Fund	2	No	No	11
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	

Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, Fund Codes: 41

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
41	1	07/01/2023	498	UMB BANK NA	INTEREST PAYMENT	5,375.00
Non-Payroll Total:						\$5,375.00
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$5,375.00

Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, PO Range: 183 - 183, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	183	08/01/2023	13684	GILBERT RANDALL CHAPA	SECURITY SERVICES	1,700.00
Non-Payroll Total:						\$1,700.00
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$1,700.00

AIA[®] Document B133[®] – 2019

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

AGREEMENT made as of the Nineteenth day of September in the year Two Thousand and Twenty-Three
(In words, indicate day, month and year.)

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

Wellston Public Schools
PO Box 60
700 Birch
Wellston, OK 74881
Phone: 405-356-2534

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

Renaissance Architecture, LLC
1437 S. Boulder Ave., Suite 550
Tulsa, OK 74119
Phone: 405-749-4642

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

Wellston Public Schools 2024 Bond Project - A new elementary gym with a stage and classrooms. Total project cost will be approximately \$4-6 million. Exact scope of work to be determined by Owner at a later date.

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

TBD

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.

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User Notes:

(3B9ADA4F)

TABLE OF ARTICLES

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- 2 ARCHITECT’S RESPONSIBILITIES**
- 3 SCOPE OF ARCHITECT’S BASIC SERVICES**
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- 6 COST OF THE WORK**
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- 11 COMPENSATION**
- 12 SPECIAL TERMS AND CONDITIONS**
- 13 SCOPE OF THE AGREEMENT**

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.)

To be determined.

§ 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.)

Wellston Public Schools 2024 Bond Project- A new elementary gym with a stage and classrooms. Total project cost will be approximately \$4-6 million. Exact scope of work to be determined by Owner at a later date.

(Paragraph Deleted)

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

(Paragraph Deleted)

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

4-6 million dollars.

Init.

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

.1 Design phase milestone dates, if any:

The specific date is unknown at the time of preparation of this agreement.

.2 Construction commencement date:

The specific date is unknown at the time of preparation of this agreement.

.3 Substantial Completion date or dates:

The specific date is unknown at the time of preparation of this agreement.

(Paragraph Deleted)

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:

(Indicate agreement type.)

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.)

Mike Franz, Superintendent
Wellston Public Schools
PO Box 60
700 Birch
Wellston, OK 74881
Phone: 405-356-2534

Init.

§ 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.)

Construction Manager

§ 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)

(Paragraph Deleted)

TBD

(Paragraphs Deleted)

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

Steve Burgess, Sr. Project Architect
Renaissance Architecture, LLC
11100 Stratford Dr., Ste. A100
Oklahoma City, OK 73120
Phone: 405-749-4642

Mitch Garrett, Vice President & Principal
SGA Design Group, P.C.
1437 S. Boulder Ave., Suite 550
Tulsa, OK 74119
Phone: 918-587-8600

Chris Goble, President & CEO
SGA Design Group, P.C.
1437 S. Boulder Ave., Suite 550
Tulsa, OK 74119
Phone: 918-587-8600

§ 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:

TBD

.2 Mechanical Engineer:

TBD

.3 Electrical Engineer:

TBD

§ 1.1.12.2 Consultants retained under Supplemental Services:

Civil Engineer: TBD

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

N/A

§ 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.

§ 1.3.1 Any use of, or reliance on, all or a portion Instruments of Service without agreement to protocols governing the use of, and reliance on, the information contained in the Instruments of Service, 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 Instruments of Service, 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.

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§ 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.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and One Million Dollars (\$ 1,000,000.00) 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 (\$ 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 Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) 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 (\$ 1,000,000.00) per claim and One Million Dollars (\$ 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

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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 will coordinate with the Construction Manager to submit Construction Documents to 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.

(Paragraph Deleted)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 N/A	
§ 4.1.1.2 Programming	Owner
§ 4.1.1.3 Multiple Preliminary Designs	Not Provided
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Architect
§ 4.1.1.6 Site evaluation and planning	Not Provided
§ 4.1.1.7 Building Information Model management responsibilities	Not Provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Architect
§ 4.1.1.10 Landscape design	Not Provided
§ 4.1.1.11 Architectural interior design	Not Provided
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating	Not Provided
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction	Not Provided
§ 4.1.1.16 As-designed record drawings	Not Provided
§ 4.1.1.17 As-constructed record drawings	Not Provided
§ 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	Owner
§ 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	Owner/Architect
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Other Supplemental Services	Not Provided

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User Notes:

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§ 4.1.2 Description of Supplemental Services**§ 4.1.2.1***(Paragraph Deleted)*

Not Used

§ 4.1.2.2*(Paragraph Deleted)*

Not Used

§ 4.1.3 Not Used**§ 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;

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- .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

(Paragraph Deleted)

- .2 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
- .3 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 sixty(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-eight (28) 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 fifteen (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 Architect's consultants 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 .Not used.

§ 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, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for

Init.

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 sixty(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 (7) 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 ninety (90) cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven (7) 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 (7) 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:

equal to ten percent (10%) of total Architect's compensation as defined by section 11.1.2.

§ 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 fourteen (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 fourteen (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 seven (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
N/A

.2 Percentage Basis
(Insert percentage value)

Six percent (6) % of the Owner’s budget for the Cost of the Work, plus reimbursable expenses, as calculated in accordance with Section 11.6. Contingent upon bond passage and availability of funds. All fees will be invoiced upon completion of the services and availability of funds but no sooner than bond passage.

.3

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1, 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.)

§ 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.)

See attached Exhibit "A", Hourly Rates

§ 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 Ten percent (10 %), 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:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding (refer to Section 11.5.1)	Five	percent (	5	%)
Construction Phase	Fifteen	percent (	15	%)
Total Basic Compensation	one hundred	percent (	100	%)

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.

§ 11.5.1 Although not a distinct phase of service defined within this Agreement, Architect has chosen to assign a specific percentage of total compensation to this service.

§ 11.5.2 Due diligence to determine scope of services provided at no charge.

§ 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.)

Init.

See attached Exhibit "A", Hourly Rates

(Table Deleted)

§ 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.

See Exhibit "A".

§ 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.

§ 11.9
Not Used

(Paragraph Deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0) 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.

(Paragraph Deleted)

§ 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.)

Ten percent (10) % per annum

§ 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.)

The following services are specifically excluded from Basic Services under this Agreement:

- Civil engineering and additional services, such as, platting, zoning, special use permits, City Planning and utilities and approach approvals and extension of utility lines and other site and off-site improvements.
- Pre-engineered metal building design and engineering
- Filing and permit fees, platting and review fees
- Topographic or As-Built Surveys
- Geotechnical Report and Environmental Studies
- Fire Alarm System and Fire Sprinkler Design, engineering and permits
- Third Party Reviews and Inspections
- FEMA related issues

- Street/Campus Signage (services related to signage shall be provided by Owner and/or Owner's consultants).

Upon passage of bond, Schematic Design will be considered complete.

If Owner elects to send permit review to an out-of-state agency, Architect to be compensated for permit process on an hourly basis.

Construction Manager shall be responsible for all cost estimates.

“Force Majeure Event” means an event beyond the reasonable control of a Party that delays or prevents the Party from performing its obligations under this Agreement, provided that (a) the non-performing Party is without fault in causing or failing to prevent the event and (b) the event cannot be circumvented through the use of commercially reasonable alternative sources, workaround plans, or other means. The affected Party will promptly notify the other Party of any Force Majeure Event and of its plans and efforts to implement a work-around, in which case the affected Party will be excused from further performance of the affected obligations as long as the Force Majeure Event continues. The affected Party will continue to use commercially reasonable efforts to perform to the extent possible. The affected Party will notify the other Party promptly when the Force Majeure Event has abated. If a Force Majeure Event prevents performance for more than ten (10) consecutive days, then the Owner may terminate the Agreement as of a date specified by the Owner in a written notice of termination to the Architect, in which case

the Owner will pay the Architect's charges for all services actually performed, but will not be liable for payment of any early termination charges or demobilization costs.

The Owner and Architect are aware that many factors outside the Architect's control may affect the Architect's ability to complete the services to be provided under this Agreement. The Owner agrees that the Architect is not responsible for damages arising directly or indirectly from any delays for causes beyond the Architect's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God or of the public enemy; acts of the Government in either its sovereign or contractual capacity; pandemics, epidemics, quarantine restrictions, freight embargoes, fires, riots, protests, war or other emergencies; failure of any government agency to act in timely manner; failure of timely performance by the Owner or the Owner's contractors or consultants; or discovery of any hazardous substances or differing site conditions. In any such event or circumstances, the Architect's schedule for performance of its services shall be equitably adjusted.

It is intended by the parties to this Agreement that the Owner's obligations and the Architect's services in connection with the Project shall not subject the Owner's or the Architect's individual shareholders, employees, officers or directors to any personal legal exposure for the risks associated with the Project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner and the Architect agree that as the sole and exclusive remedy against the other, any claim, demand or suit shall be directed and/or asserted only against the business entities that are the parties to this Agreement and not against any of the Owner's or the Architect's individual shareholders, employees, officers or directors except for acts of willful misconduct or as otherwise prohibited by law.

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of 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
Not Used

.3
Not Used

(Paragraph Deleted)

(Paragraphs Deleted)

.4 Other documents:

Init.

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

Exhibit "A" - Hourly Rates

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

-See attached signatures page-

OWNER *(Signature)*

Mike Franz, Superintendent
(Printed name and title)

-See attached signatures page-

ARCHITECT *(Signature)*

Christopher Goble, President
(Printed name, title, and license number, if required)



Signatures Page

DocuSigned by:

Christopher B. Goble

F79218C4866A4F3...

Init.

/

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User Notes:

(3B9ADA4F)

Additions and Deletions Report for AIA® Document B133® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:16:53 ET on 09/19/2023.

PAGE 1

AGREEMENT made as of the Nineteenth day of September in the year Two Thousand and Twenty-Three

...

Wellston Public Schools
PO Box 60
700 Birch
Wellston, OK 74881
Phone: 405-356-2534

...

Renaissance Architecture, LLC
1437 S. Boulder Ave., Suite 550
Tulsa, OK 74119
Phone: 405-749-4642

...

Wellston Public Schools 2024 Bond Project - A new elementary gym with a stage and classrooms. Total project cost will be approximately \$4-6 million. Exact scope of work to be determined by Owner at a later date.

TBD

PAGE 2

To be determined.

...

Wellston Public Schools 2024 Bond Project- A new elementary gym with a stage and classrooms. Total project cost will be approximately \$4-6 million. Exact scope of work to be determined by Owner at a later date.

...

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

...

§ 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.)

...

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

...

4-6 million dollars.

PAGE 3

The specific date is unknown at the time of preparation of this agreement.

...

The specific date is unknown at the time of preparation of this agreement.

...

The specific date is unknown at the time of preparation of this agreement.

...

~~4~~ Other milestone dates:

...

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.

...

N/A

...

N/A

...

Mike Franz, Superintendent
Wellston Public Schools
PO Box 60
700 Birch
Wellston, OK 74881
Phone: 405-356-2534

PAGE 4

Construction Manager

...

~~.2 Land Surveyor:~~

...

TBD

...

~~.3 Geotechnical Engineer:~~

...

~~.4 Civil Engineer:~~

...

~~.5 Other consultants and contractors:~~

...

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

...

Steve Burgess, Sr. Project Architect
Renaissance Architecture, LLC
11100 Stratford Dr., Ste. A100
Oklahoma City, OK 73120
Phone: 405-749-4642

Mitch Garrett, Vice President & Principal
SGA Design Group, P.C.
1437 S. Boulder Ave., Suite 550
Tulsa, OK 74119
Phone: 918-587-8600

Chris Goble, President & CEO
SGA Design Group, P.C.
1437 S. Boulder Ave., Suite 550
Tulsa, OK 74119
Phone: 918-587-8600

...

TBD

PAGE 5

TBD

...

TBD

...

Civil Engineer: TBD

...

N/A

...

§ 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~~ Instruments of Service 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,~~ Instruments of Service, 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,~~ Instruments of Service, and each of their agents and employees.

PAGE 6

§ 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 (\$ 1,000,000.00) for each occurrence and One Million Dollars (\$ 1,000,000.00) 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 (\$ 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.

...

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) 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 (\$ 1,000,000.00) per claim and One Million Dollars (\$ 1,000,000.00) in the aggregate.

PAGE 9

§ 3.5.2 The Architect ~~shall incorporate the design requirements of~~ will coordinate with the Construction Manager to submit Construction Documents to governmental authorities having jurisdiction over the Project into the Construction Documents.

PAGE 12

(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.)

...

§ 4.1.1.1 Assistance with Selection of Construction Manager	<u>N/A</u>
§ 4.1.1.2 Programming	<u>Owner</u>
§ 4.1.1.3 Multiple Preliminary Designs	<u>Not Provided</u>
§ 4.1.1.4 Measured drawings	<u>Not Provided</u>
§ 4.1.1.5 Existing facilities surveys	<u>Architect</u>
§ 4.1.1.6 Site evaluation and planning	<u>Not Provided</u>
§ 4.1.1.7 Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.8 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.9 Civil engineering	<u>Architect</u>
§ 4.1.1.10 Landscape design	<u>Not Provided</u>
§ 4.1.1.11 Architectural interior design	<u>Not Provided</u>
§ 4.1.1.12 Value analysis	<u>Not Provided</u>
§ 4.1.1.13 Cost estimating	<u>Not Provided</u>
§ 4.1.1.14 On-site project representation	<u>Not Provided</u>
§ 4.1.1.15 Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.16 As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.17 As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.18 Post-occupancy evaluation	<u>Not Provided</u>

§ 4.1.1.19	Facility support services	<u>Not Provided</u>
§ 4.1.1.20	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.21	Architect’s coordination of the Owner’s consultants	<u>Not Provided</u>
§ 4.1.1.22	Telecommunications/data design	<u>Owner</u>
§ 4.1.1.23	Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.24	Commissioning	<u>Not Provided</u>
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.26	Historic preservation	<u>Not Provided</u>
§ 4.1.1.27	Furniture, furnishings, and equipment design	<u>Owner/Architect</u>
§ 4.1.1.28	Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.29	Other Supplemental Services	<u>Not Provided</u>

PAGE 13

§ 4.1.2.1A 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.)

...

Not Used

...

§ 4.1.2.2A 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.)

...

Not Used

...

§ 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:Not Used

PAGE 14

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager

...
...
~~.2~~ () visits to the site by the Architect during construction

...
~~.3~~ (~~.2~~ 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~~ (~~.3~~ 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~~sixty(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-eight (28) 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.

PAGE 16

§ 5.16 Within fifteen 15 (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.

...
§ 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 Architect's consultants 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.

...
§ 6.3.1 ~~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.~~Not used.

PAGE 18

§ 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~~ sixty(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.

...

[X] Litigation in a court of competent jurisdiction

PAGE 19

§ 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 (7) 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.

...

§ 9.3 If the Owner suspends the Project for more than ninety ~~90(90)~~ cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) days’ written notice.

PAGE 20

§ 9.4 Either party may terminate this Agreement upon not less than seven (7) 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 (7) days’ written notice to the Architect for the Owner’s convenience and without cause.

...

N/A

...

equal to ten percent (10%) of total Architect's compensation as defined by section 11.1.2.

...

§ 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 fourteen ~~14(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 fourteen ~~14(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.

PAGE 21

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after seven 7(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.

...

.1 ~~Stipulated Sum~~

...

~~(Insert amount) N/A~~

...

Six percent (6) % of the Owner's budget for the Cost of the ~~Work~~, Work, plus reimbursable expenses, as calculated in accordance with Section 11.6.11.6. Contingent upon bond passage and availability of funds. All fees will be invoiced upon completion of the services and availability of funds but no sooner than bond passage.

...

.3 ~~Other~~

...

~~(Describe the method of compensation)~~

PAGE 22

§ 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:

...

See attached Exhibit "A", Hourly Rates

...

§ 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 Ten percent (10 %), or as follows:

...

Schematic Design Phase	<u>Twenty</u>	percent (	<u>20</u>)	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>)	%)
Construction Documents Phase	<u>Forty</u>	percent (	<u>40</u>)	%)
Construction Phase <u>Bidding (refer to Section 11.5.1)</u>	<u>Five</u>	percent (	<u>5</u>)	%)

Construction Phase Fifteen percent (15 %)

...
§ 11.5.1 Although not a distinct phase of service defined within this Agreement, Architect has chosen to assign a specific percentage of total compensation to this service.

...
§ 11.5.2 Due diligence to determine scope of services provided at no

...
§ charge.

...
§ 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.

PAGE 23

See attached Exhibit "A", Hourly Rates

...

Employee or Category

Rate (\$0.00)

...

See Exhibit "A".

...

§ 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.

...

§ 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:

...

Not Used

...

(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.)

...

§ 11.10.1.1 An initial payment of Zero (\$ 0) 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.~~

PAGE 24

§ 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.

...

Ten percent (10) % per annum

The following services are specifically excluded from Basic Services under this Agreement:

...

- Civil engineering and additional services, such as, platting, zoning, special use permits, City Planning and

...

utilities and approach approvals and extension of utility lines and other site and off-site improvements.

...

- Pre-engineered metal building design and engineering

...

- Filing and permit fees, platting and review fees

...

- Topographic or As-Built Surveys

...

- Geotechnical Report and Environmental Studies

...

- Fire Alarm System and Fire Sprinkler Design, engineering and permits

...

- Third Party Reviews and Inspections

...

- FEMA related issues

...

- Street/Campus Signage (services related to signage shall be provided by Owner and/or Owner's consultants).

Upon passage of bond, Schematic Design will be considered complete.

If Owner elects to send permit review to an out-of-state agency, Architect to be compensated for permit process on an hourly basis.

Construction Manager shall be responsible for all cost estimates.

...

“Force Majeure Event” means an event beyond the reasonable control of a Party that delays or prevents the Party from performing its obligations under this Agreement, provided that (a) the non-performing Party is without fault in causing or failing to prevent the event and (b) the event cannot be circumvented through the use of commercially reasonable alternative sources, workaround plans, or other means. The affected Party will promptly notify the other Party of any Force Majeure Event and of its plans and efforts to implement a work-around, in which case the affected Party will be excused from further performance of the affected obligations as long as the Force Majeure

PAGE 25

Event continues. The affected Party will continue to use commercially reasonable efforts to perform to the extent possible. The affected Party will notify the other Party promptly when the Force Majeure Event has abated. If a Force Majeure Event prevents performance for more than ten (10) consecutive days, then the Owner may terminate the Agreement as of a date specified by the Owner in a written notice of termination to the Architect, in which case the Owner will pay the Architect’s charges for all services actually performed, but will not be liable for payment of any early termination charges or demobilization costs.

The Owner and Architect are aware that many factors outside the Architect's control may affect the Architect's ability to complete the services to be provided under this Agreement. The Owner agrees that the Architect is not responsible for damages arising directly or indirectly from any delays for causes beyond the Architect's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God or of the public enemy; acts of the Government in either its sovereign or contractual capacity; pandemics, epidemics, quarantine restrictions, freight embargoes, fires, riots, protests, war or other emergencies; failure of any government agency to act in timely manner; failure of timely

performance by the Owner or the Owner's contractors or consultants; or discovery of any hazardous substances or differing site conditions. In any such event or circumstances, the Architect's schedule for performance of its services shall be equitably adjusted.

It is intended by the parties to this Agreement that the Owner's obligations and the Architect's services in connection with the Project shall not subject the Owner's or the Architect's individual shareholders, employees, officers or directors to any personal legal exposure for the risks associated with the Project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner and the Architect agree that as the sole and exclusive remedy against the other, any claim, demand our suit shall be directed and-or asserted only against the business entities that are the parties to this Agreement and not against any of the Owner's or the Architect's individual shareholders, employees, officers or directors except for acts of willful misconduct or as otherwise prohibited by law.

...

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

...

.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.) Not Used

...

.3 Exhibits:

...

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

...

Not Used

...

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.)

[] 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.)

PAGE 26

Exhibit "A" - Hourly Rates

...

Mike Franz, Superintendent

Christopher Goble, President

Certification of Document's Authenticity **AIA® Document D401™ – 2003**

I, Christopher B. Goble, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:16:53 ET on 09/19/2023 under Order No. 2114395441 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ - 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

DocuSigned by:

Christopher B. Goble

F79218C4866A4F3...

(Signed)

President / CEO

(Title)

9/20/2023

(Dated)



EXHIBIT "A"

HOURLY RATES

<u>STAFF TYPE</u>	<u>RATE</u>
Principal	\$ 225.00/hour
Vice President	\$ 200.00/hour
Sr. Project Architect II	\$ 180.00/hour
Sr. Project Manager II	\$ 160.00/hour
Sr. Project Architect I	\$ 160.00/hour
Sr. Project Manager I	\$ 155.00/hour
Construction Administrator	\$ 140.00/hour
Project Architect	\$ 140.00/hour
Project Manager	\$ 130.00/hour
Intern Architect	\$ 120.00/hour
Specifications Writer	\$ 110.00/hour
Senior CADD Technician	\$ 100.00/hour
CADD Technician	\$ 90.00/hour
Administrative Staff	\$ 75.00/hour

11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

All fees, including but not limited to expenses such as those listed below including reproductions, postage, and delivery, filing fees, permitting fees, travel, etc., shall be considered a reimbursable expense. For items not listed that are needed for the project, an appropriate fee will be assigned. Fees and reimbursable expenses may be updated quarterly, and new rates may apply.

Reproductions (Out of Office)

Postage and Deliveries

Reproductions (In Office)

Computer Plots - B & W	\$ 16.50/each
Computer Plots - Color 36"	\$ 55.00/each
Computer Plots - Color 24"	\$ 38.50/each
Computer Plots - Color 17"	\$ 22.00/each
Computer Plots - Color 11"	\$ 16.50/each

Renaissance Architecture, LLC

405.749.4642 • 11100 Stratford Drive, Suite A100 • Oklahoma City, OK 73120.7200

renaissancearchitecture.com

Copies and Prints

B & W- 8-1/2" x 11"	\$.17/each
B & W - 11" x 17"	\$.22/each
Color - 8-1/2" x 11"	\$ 1.10/each
Color – 11" x 17"	\$ 2.20/each

Binding \$ 5.50/each

Converting file formats, including PDF files

Any Size \$ 5.00/ per computer file / sheet

Scanning \$ 10.00/ sheet for 1 to 10 sheets

\$ 4.00/ sheet for 11 sheets and above

CD's \$ 10.00/ each

FTP Site Set-up & Usage \$ 500.00/per building / project

Travel Expenses

Hotel/Motel Actual Cost

Mileage Current IRS Rate

GRADUATION POLICY

The Wellston Board of Education recognizes that graduation ceremonies are important events for our students, patrons, guests, and community. Students who have not met state mandates or local school district graduation requirements may not be allowed to participate in the graduation ceremony. In order to participate in the graduation ceremony a student must be in good standing. Students who have not conformed with student discipline policies, those that have been charged, are under investigation, or have been convicted of a crime, and those that have unpaid fines or fees to the school district are not in good standing, to ensure that graduation ceremonies are enjoyable for all participants and spectators, the board enacts the following policies:

1. A student shall be a graduate of this school district and entitled to a High School Diploma whenever that student has successfully completed the minimum number of credits established by the district for graduation, demonstrates mastery of the state academic content standards as required by state law, and completes graduation exercises in accordance with this policy.
2. Students are considered as students of this district until graduation ceremonies have been completed. The graduation process is "completed" when caps and gowns have been turned in to the responsible party after the last graduation program and the student has exited the premises.
3. Students participating in graduation ceremonies will be required to abide by the school's discipline code as outlined in the Student Handbook. In addition, students shall not engage in the following conduct during graduation exercises:
 - A. Throwing caps or other objects in the air; or,
 - B. Engaging in any disruptive activity that substantially interferes with the graduation process or the rights of other individuals.
 - C. Students shall be prohibited from decorating their graduation caps or gowns.
4. Students may wear tribal regalia during graduation ceremonies. Tribal regalia will include traditional garments, jewelry, other adornments such as an eagle feather, an eagle plume, a beaded cap, a stole or similar objects of culture and religious significance worn by members of a federally recognized Indian tribe or the tribe of another country. Tribal regalia does not include any firearm or other weapon. Tribal regalia does not include any object that is otherwise prohibited by federal law, except in compliance with an appropriate federal permit.
5. The administration may impose discipline on any student who commits any act referred to in (3) above. It is recommended the administration take necessary steps to impose discipline as soon as is convenient after completion of graduation exercises.

SCHOOL LIBRARY MEDIA CENTER

It is the policy of the Wellston Board of Education that efforts be made to staff and maintain a school library media center adequate for the needs of students and teachers.

The library media program shall be reflective of the community standards for the population the library media center serves when acquiring an age-appropriate collection of print materials, non-print materials, multimedia resources, equipment and supplies adequate in quality and quantity to meet the needs of students in all areas of the school library media program. Material in the library and within classrooms shall be reviewed for educational suitability and shall be age-appropriate for students. Procedures have been adopted to review material, receive, investigate, and respond to complaints regarding materials in libraries throughout the district.

The superintendent or superintendent **designee** is directed to develop regulations governing the selection of materials for and the use of the library media center.

LEGAL REFERENCE: 70 O.S. § 11-201

**PUBLIC COMPLAINTS ABOUT LIBRARY
CURRICULUM OR INSTRUCTIONAL MATERIALS
(PROCEDURE)**

Procedures to be followed concerning complaints or requests to review library or instructional material used by the Public Schools:

Level One

1. All complaints to be considered shall be submitted in writing to the principal and the complaint or request properly signed and identified.
2. The librarian, teacher, and administration shall be informed of the nature and facts concerning the complaint.
3. The complaint or request to review the material shall be submitted by the principal to a review faculty committee composed of the library media specialist, the principal, counselor and at least one person teaching in the subject matter field of the materials challenged.
4. The materials are judged by the committee and a written recommendation shall be submitted to the principal and a copy of the complaint and recommendation shall be kept on file in the principal's office for future reference. The person who filed the complaint will receive a copy of the written recommendation and determination made by the review committee regarding the complaint.

Level Two:

1. In the event the complainant is not satisfied with the review committee's principal's decision, the complainant may appeal the decision to the superintendent. The complaint should be put in writing.
2. The superintendent must hear the complaint within three school days after receiving a request for a hearing.
3. At Level Two, the complainant will present the complaint on his own behalf but may be accompanied by a friend of his own choosing. The Superintendent will carefully review and consider the decision of the review committee to determine whether the committee's determination was based on pedagogical reasons.
4. Within three school days, the superintendent shall make a decision. The decision will be communicated in writing to the complainant.
5. If the decision is appealed to Level Three, the superintendent shall provide the board with a written record of the Level Two hearing including his decision on the matter with supporting reasons for his decision. A record of the Level One hearing determination by the review committee shall also be made available to the board.

**PUBLIC COMPLAINTS ABOUT LIBRARY CURRICULUM OR
INSTRUCTIONAL MATERIALS, PROCEDURE (Cont.)**Level Three:

1. Within five days of receiving the decision of the superintendent, the complainant may appeal his decision to the board of education. The request for a hearing must be made through the superintendent or clerk of the board of education in writing.
2. The hearing will be held at the next regular school board meeting with all persons who participated at Levels One and Two.
3. The complainant may be represented at Level Three by anyone of his choosing, but the complainant must be present at the hearing.
4. Within ten days, the board shall issue a decision to all parties involved. Such decision by the board shall be final except that proper redress may be sought through the courts, should the complainant choose to do so.

**SCHOOL LIBRARY MEDIA CENTER
SELECTION OF MATERIALS
(REGULATION)**

The responsibility for the selection of library media center materials rests with the Wellston Board of Education. Authority for the selection of proper materials shall be delegated to the library media center staff. Materials shall be selected in accordance with the principles established by the School Library Bill of Rights as approved by the American Association of School Librarians. Final selection will be made by the media specialist subject to approval by the board. Suggestions from the administration, the faculty, and from the students are encouraged.

The superintendent shall prepare regulations that support this policy.

The board of education and the media staff of the Wellston Public Schools subscribe in principle to the following statement of policy expressed by the American Association of School Librarians:

BILL OF RIGHTS FOR LIBRARY MEDIA CENTER PROGRAMS

The professional staff of school media centers is concerned with the development of informed and responsible citizens. To this end, the American Association of School Librarians reaffirms the Library Bill of Rights of the American Library Association and asserts that the responsibility of the school media center is:

To provide materials that will enrich the student as an individual and support the curriculum, taking into consideration individual needs, and the varied interests, abilities, socioeconomic backgrounds, and maturity levels of the student served.

To provide materials that will stimulate growth in knowledge and develop literary, cultural, and aesthetic appreciations and ethical standards.

To provide materials on all sides of issues, beliefs, and ideas so that young citizens may develop the habit of critical thinking, reading, listening, and viewing, thereby enabling them to develop an intellectual integrity in forming judgments.

To provide materials which accurately reflect all religious, social, political, and ethnic groups, and their contributions to our American heritage as well as knowledge and appreciation of world history and culture.

To provide a comprehensive collection of instructional materials which, when selected in compliance with basic selection principles, can be defended on the basis of their appropriateness for the users of the media center.

Responsibility for Selection

The board of education, the governing body of the school district, is legally responsible for the selection of library and instructional materials. This authority is delegated to the professional personnel of the district for the selection of these materials. Material selected shall be reflective of the community standards for the population the library media center serves when acquiring an age-appropriate collection of print materials, non-print materials, multimedia resources, equipment and supplies adequate in quality and quantity to meet the needs of students in all areas of the school library media program.

Materials for the library media center are selected primarily by the librarian with input from the Review Committee.

SCHOOL LIBRARY MEDIA CENTER, SELECTION OF MATERIALS, REGULATION (Cont.)

Review Committee
Library Media Specialist
Principal
Counselor
Classroom Teacher

This committee must be approved by the superintendent.

Annually, by October 1, the district shall transmit to the Oklahoma State Department of Education a complete listing of all books and other materials available in any school library in the district. A public online school library catalog shall be available to fulfill this requirement.

Types of Material for Purchase

1. Instructional materials are chosen because they are of interest and have learning value for the student in the community. Materials are not excluded because of race, nationality, religion, or political views of the writer.
2. Insofar as it is practical, materials are provided which present all points of view concerning the problems and issues of our time: international, national, and local. Books and materials of sound factual authority are not removed or banned from library media center shelves because of partisan or doctrinal disapproval.
3. Periodicals and newspapers that supplement the curriculum needs shall be chosen for accuracy, objectivity, accessibility, demand, and prices.
4. Multiple items of outstanding quality and much in demand media are purchased as needed.
5. Nonfiction subjects that are topics of criticism are carefully considered before selection. Among these are:
 - A. Religion -- Factual unbiased material that represents all major religions may be included in the library media center collection. Bibles and other sacred writings are acceptable. Publications from religious bodies may be selected if they have general value or appear in magazine indexes.
 - B. Ideologies -- The library media center should, without making any effort to sway the reader's judgment, make available basic factual information on the maturity level of its reading public of ideologies or philosophies that are of current or continuing interest.
 - C. Science -- Medical and scientific knowledge suitable to the development stage of the student should be made available without any biased selection of facts.

Criteria for Selection

1. Selections are made for, and in accordance with, the different maturity levels of the students.
2. Materials are selected which fill a need related to the curriculum and/or contribute to the development and enrichment of the student.

**SCHOOL LIBRARY MEDIA CENTER, SELECTION
OF MATERIALS, REGULATION (Cont.)**

3. Interests, needs, abilities of the students, and correlation of materials with the curriculum are dominating factors in the selection of materials.

Criteria for Evaluation

1. The author or producer should be qualified as a subject specialist.
2. Concepts, content, and vocabulary should be appropriate for the potential user.
3. Facts presented should be accurate and up to date.
4. Information should be logically arranged.
5. Subject matter should hold the attention of the student.
6. Format of the material should be attractive and durable.
7. Illustrations should be pertinent and well executed.
8. Each medium should meet a real or potential need.
9. Evaluation from standard selection aids should be given consideration.
10. Pornographic material and sexualized content will not be available to minor students in accordance with Oklahoma Accreditation Standard 210:35-3-126.

Selection Tools

In selecting materials for purchase, the media specialist evaluates the existing collection and consults reputable, unbiased, professionally prepared selection aids, such as:

Booklist
Bulletin of the Center for Children's Books
Children's Catalog
The Elementary School Library Collection
Hornbook
Oklahoma Department of Libraries Book
School Library Journal
Junior High & Senior High School Catalog
Fiction Catalog

When possible, audiovisual materials shall be previewed before purchase or ordered with return privilege guaranteed.

SCHOOL LIBRARY MEDIA CENTER, SELECTION OF MATERIALS, REGULATION (Cont.)Gift Books and Materials

1. Gift books and materials are accepted with the understanding that they must meet the same selection criteria as materials purchased with board of education funds. The practice of a donor's purchasing new books or materials as library media center gifts is discouraged. It is preferable that donors make monetary gifts for the purchase of books and materials because the school receives a discount and can purchase more books for the same amount of money.
2. Gift books and other materials, once accepted by the _____ Public Schools, become the property of the _____ Public Schools.

Procedures for Reconsideration of Materials

It is recommended that a student or the student's parent should have this right to reject the use of ~~library media center~~ materials which seem incompatible with the student's values or beliefs. It is further recommended that classroom assignments involving library media center materials provide for alternative choices. This procedure is consistent with the National Council of Teachers of English Statement on Students' Right to Read, which is endorsed in its entirety. However, no parent has the right to determine the reading matter for students other than his/her own children. Books and other materials shall not be removed or banned solely because of partisan or doctrinal disapproval.

If an objection to a selection is made by the public, the procedures are as follows:

Be courteous and inform the patron of the process of media review. Make no commitments.

Invite the complainant to file his/her objections in writing on forms provided through the principal's office.

Completed forms are to be returned to the principal.

An informal conference with the principal will be held.

If unable to satisfy the complainant, refer the complaint to the Review Committee.

Material is not to be withdrawn without referring to the Review Committee, which determines whether the material should be withdrawn.

Material is reviewed and judged by this committee as to conformity with selection criteria and instructional goals.

The decision of the committee is submitted to the complainant and a file of the objection and decision is kept by the library media specialist and the principal.

SCHOOL LIBRARY MEDIA CENTER, SELECTION OF MATERIALS, REGULATION (Cont.)

In the event that the complainant does not accept the decision of the Review Committee, he/she may appeal to the board of education through the superintendent.

The final decision rests with the board of education.

Weeding and Discarding

Worn or missing standard items will be replaced periodically.

Out-of-date or no longer useful media are withdrawn from the collection.

Definition of Critical Terms

Selection—~~the act or process of selecting materials.~~

Instructional Materials—~~materials that fill a need related to the curriculum or contribute to the development and enrichment of the student.~~

Evaluation—~~to examine and judge the quality of materials.~~

Inquiry—~~an information request, usually informal, that seeks to determine the rationale behind the presence of a particular item in a collection.~~

Expression of Concern—~~an inquiry that has judgmental overtones. The inquirer has already made a value judgment on the material in question.~~

Complaint—~~an oral charge against the presence and/or appropriateness of the material in question.~~

Challenge—~~a formal written complaint filed with the library media center questioning the presence and/or appropriateness of specific material.~~

Attack—~~a publicly worded statement questioning the value of the material, presented to the media and/or others outside the library media center organization, in order to gain public support for further action.~~

Censorship—~~the removal of material from open access by any governing authority or its representative (boards of education/trustees, principals/library media center directors, etc.).~~

REQUEST FOR RECONSIDERATION OF LIBRARY MATERIAL

Name _____

Address _____

Telephone _____

Type of material _____

Location of material: _____

Title _____

Author _____

State specific objections. (Please cite pages or portions)

State any merits noted in the material

What do you believe might result from using this material?

What do you believe is the theme or purpose of this material?

Have you reviewed the entire material? _____

Have you reviewed other material by this person? _____

If yes, please list the material _____

Date

Signature

REPORT OF RECONSIDERATION

Author: _____ Type of Resource: _____

Title: _____

Location: _____

This decision was made on the _____ day of _____, _____

_____ Minority report is attached.

FINDINGS OF FACT: _____

DECISION: _____

The following committee members are in agreement with the above decision:

The following committee members are not in agreement with the above decision:

GRADUATION REQUIREMENTS

The Wellston Board of Education recognizes that a 12-year course of study in certain specific subject areas has proven to be beneficial in assisting students to become productive citizens and to prepare for advanced study. Therefore, it is the policy of the board of education that a minimum of 24 units of credit be earned in the subject areas listed below to be eligible for graduation. All students, in order to graduate from an Oklahoma public school, will be required to complete the “college preparatory/work ready curriculum units or sets of competencies” at the secondary level. A student will be allowed to enroll in the core curriculum in lieu of the requirements of the college preparatory/work ready curriculum upon the written approval of the parent or legal guardian of the student. Current state graduation requirements will be deemed to be the “core curriculum” option. The “college preparatory/work ready curriculum” will include the following:

4 units of English to include Grammar, Composition, Literature, or any English course approved for college admission requirements;

3 units of mathematics, limited to Algebra I, Algebra II, Geometry, Trigonometry, Math Analysis, Calculus, Advanced Placement Statistics or any mathematics course with content and/or rigor above Algebra I and approved for college admission requirements;

3 units of laboratory science, including one unit of the competencies of life science meeting the standards for Biology I, one unit of physical science meeting the standard of Physical Science, Chemistry or Physics, and one unit from domain of physical science, life science, or earth science ~~limited to Biology, Chemistry, Physics,~~ or any laboratory science course with content and/or rigor equal to or above Biology I or Physical Science and approved for college admission requirements;

3 units of history and citizenship skills, including one unit of American History, one-half unit of Oklahoma History, one-half unit of United States Government and one unit from the subjects of History, Government, Geography, Economics, Civics, or Non-Western culture and approved for college admission requirements;

2 units of the same ~~world foreign~~ or non-English language or two units of computer technology approved for college admission requirements, whether taught at a high school or technology center school, including computer programming, hardware, and business computer applications, such as word processing, databases, spreadsheets, and graphics, excluding keyboarding or typing courses;

1 additional unit selected from the above categories or career and technology education courses, concurrently enrolled course, Advanced Placement courses or International Baccalaureate courses approved for college admission requirements; and

1 unit or set of competencies of fine arts, such as music, art, or drama, or 1 unit or set of competencies of speech.

In order to graduate from the district with a standard diploma, students shall complete the following core curriculum units at the secondary level:

GRADUATION REQUIREMENTS (Cont.)**Language Arts**

4 units or sets of competencies

1 unit of Grammar and Composition
and

3 units which may include

American Literature

English Literature

World Literature

Advanced English Courses

Other English courses with content and/or rigor
equal to or above grammar and composition

Mathematics

3 units or sets of competencies

1 unit of Algebra I ¹
and

2 units which may include:

Algebra II

Geometry ¹

Trigonometry

Math Analysis or Precalculus

Statistics and/or Probability

Calculus

Computer Science I and II

Intermediate Algebra

Mathematics of Finance

Contextual mathematics courses that enhance
technology preparation whether taught at a
(1) comprehensive high school, or (2)
technology center school when taken in the
tenth, eleventh, or twelfth grade, taught by a
certified teacher, and approved by the State
Board of Education and the district board of
education

Mathematics courses taught at a technology
center school by a teacher certified in the
secondary subject area when taken in the
tenth, eleventh, or twelfth grade upon
approval of the State Board of Education and
the district board of education

Other mathematics courses with content and/or
rigor equal to or above Algebra I

A science, technology, engineering and math
(STEM) block course.

Social Studies

3 units or sets of competencies

1 unit of United States History

½ to 1 unit of United States Government

½ unit of Oklahoma History

½ unit to 1 unit which may include:

World History

Geography

Economics

Anthropology

Other social studies courses with content and/or
rigor equal to or above United States History,
United States Government, and Oklahoma
history

The Arts and Computer Education

2 Total - 1 unit or set of competencies which may
include, but is not limited to, courses in
Visual Arts and General Music **and** 1 unit or
set of competencies of computer technology,
whether taught at a high school or a
technology center school, including computer
programming, hardware and business
computer applications, such as word
processing, databases, spreadsheets, and
graphics, excluding keyboarding or typing
classes

Science

3 units or sets of competencies of laboratory science
approved for college admission requirements:

1 unit or sets of competencies of life science
meeting the standards for Biology I and

2+ units or sets of competencies in the areas of life,
physical or earth science, which may include:
Chemistry I, Physics, Biology II, Chemistry
II, Physical Science, Earth Science, Botany,
Zoology, Physiology, Astronomy, Applied
Biology/Chemistry, Applied Physics,
Principles of Technology, Qualifying
Agriculture Courses, Contextual Science
Courses or STEM courses which meet
requirements set forth in law whether taught
at a comprehensive high school or a career
technology center school when taken in 10th,
11th, or 12th grade and taught by a certified
teacher.

Electives

9 units or sets of competencies

GRADUATION REQUIREMENTS**(Cont.)**

The school district may issue an alternative diploma to a student who meets the definition of a student with the most significant cognitive abilities and who participates in the Oklahoma Alternative Assessment Program (OAAP) beginning in the 2023-2024 school year. The alternative diploma shall be standards based, aligned with requirements for a standard diploma and obtained by the school year in which a student turns twenty-two (22) years of age.

Students may be awarded an alternative diploma upon completion of the following curriculum:

Language Arts – Four units or sets of competencies based on alternative academic achievement standards to consist of reading literature, reading informational text, writing, speaking and listening, and language in the following courses: a. English 1 Alternate, b. English 2 Alternate, c. English 3 Alternate and D. English 4 Alternate.

Mathematics – Three units or sets of competencies based upon alternative academic achievement standards to consist of number, quantities, algebra, functions/statistics, probability and geometry in the following courses: a Math Alternate 1, b. Math Alternate 2, and c. Math Alternate 3.

Science – Three units or sets of competencies based on alternative academic achievement standards to consist of life science, physical science, and earth science in the following courses: a. Life Science Alternative, B. Physical Science Alternative, and c. Earth Science Alternate.

Social Studies - Three units or sets of competencies based on alternate academic achievement standards to consist of United States History, United States Government, Oklahoma History and Geography or Social Studies in the following courses: a. Social Studies Alternate 1, b. Social Studies Alternate 2. c. Social Studies Alternate 3.

Arts – one unit or set of competencies which may include, but is not limited to, courses in Visual Arts and General Music.

Computer Education or World Language – One unit or sets of competencies of computer technology, whether taught at a high school or a technology center school, including computer programming, hardware, and business computer applications such as word processing, databases, spreadsheets and graphics, excluding keyboarding or typing courses or one unit or set of competencies of world or non-English language.

Career Readiness – at least two units of Career Readiness, including Career Readiness 1, Career Readiness II, Career Readiness III, or Career Readiness IV. Each Career Readiness course may be substituted for Careers/Exploration, Internship 1 or Internship II, and;

Life Skills -- at least two units of Life Skills such as Life Skills I, Life Skills II, Life Skills III, or Life Skills IV. Each Life Skills course may be substituted for the Life Skills or Family and Consumer Science Courses.

For a standard diploma, In addition to the curriculum requirements, students shall complete the requirements for a personal financial literacy passport as set forth in the Passport to Financial Literacy Act. **Personal financial literacy shall not be required for an alternate diploma.**

All students are strongly encouraged to complete two units or sets of competencies of world language classes and two units or sets of competencies of physical and health education as part of the core curriculum.

GRADUATION REQUIREMENTS (Cont.)

Credit may be given for the above-referenced classes when the courses are taken in the seventh or eighth grades if the teachers are certified or authorized by law to teach the subjects for high school credit and the required course rigor is maintained.

Courses offered by a supplemental education organization that is accredited by a national accrediting body and that are taught by a certified teacher, and which provide for the teaching and learning of the appropriate skills and knowledge in the OAS may, upon approval of the State Board of Education and the school district board of education, be counted for academic credit and toward meeting state graduation requirements.

No student will be allowed to receive credit more than once for completion of the same unit or sets of competencies. All of the above-referenced classes may not be offered by the district. However, sufficient courses shall be offered to allow students to meet the graduation requirements during the secondary grade years of the student.

The remaining units need to consist of coursework designed to meet the individual needs and interests of the student. However, all students in grades nine through twelve are required to enroll in a minimum of six periods, or the equivalent in block scheduling, of rigorous academic and/or rigorous vocational courses each day, which may include arts, vocal and instrumental music, speech classes, and physical education classes.

Students who transfer into this school district from out of state after their junior year of high school shall not be denied, because of differing graduation requirements, the opportunity to be awarded a standard diploma. This applies to students who would be unable to meet the specific graduation requirements listed above without extending the date of graduation. Exception from the graduation requirements will be based on rules established by the State Department of Education. All exceptions and the reasons therefor shall be reported to the State Department of Education on or before July 1 of each year.

All course credit earned through examination by students in required curriculum areas shall be appropriately noted on the student's transcript and/or student record. Completion may be recorded with a letter grade or pass notation, credits earned by a student through examination in accordance with the provisions of 210:35-27-2 shall be transferrable to or from any other school district within the State of Oklahoma in which the student was enrolled, is currently enrolled, or may be enrolled. Credit for units of secondary coursework in curriculum areas required for graduation count toward meeting the requirements for the high school diploma.

Beginning with the 2015-2016 school year, all students shall be required to receive instruction in cardiopulmonary resuscitation (CPR) and the awareness of the purpose of an automated external defibrillator at least once between ninth grade and high school graduation. A school administrator may waive this requirement for an eligible student who has a disability. A student may also be excused from this requirement if a parent or guardian of the student objects in writing. Completion of CPR training for students on an IEP is an IEP team decision.

Students who start ninth grade prior to or during the 2016-2017 school year will be required to complete an assessment in order to graduate with a standard diploma. The assessment required will be one that is required or has been required by the Oklahoma School Testing Program or an alternate assessment as approved by the superintendent. The highest-achieved score on the assessment and any business and industry-recognized endorsements attained will be reflected on the student's transcript.

GRADUATION REQUIREMENTS (Cont.)

Beginning with ninth graders in the 2021-2022 school year, in order to graduate from a public high school accredited by the State Board of Education, students shall pass the United States naturalization test. The United States naturalization test shall be provided at least once per school year, beginning as early as eighth grade. Students may retake the exam upon request and as often as desired until earning a passing score. A passing score shall be 60 out of 100 questions. The district shall exempt students with disabilities whose individualized education program (IEP), consistent with state law, indicates that the student is to be assessed with alternative achievement standards through the Oklahoma Alternative Assessment Program (OAAP). Completion of the United States naturalization test for students on an IEP is an IEP team decision.

Effective with the 2023-2024 school year, students are required to complete the Free Application for Federal Student Aid (FAFSA) in order to graduate from high school. A parent, adult student, or a counselor may legally opt-out of this requirement.

REFERENCE: 70 O.S. § 11-103.2c
70 O.S. § 11-103.6
70 O.S. § 1210.199
70 O.S. § 1210.508
70 O.S. § 1210.508-6.

CONCURRENT ENROLLMENT STUDENT

The Wellston Board of Education believes that students should be encouraged to prepare themselves for study beyond high school when possible.

Students who wish to participate in concurrent enrollment courses must meet requirements set by the State Regents for Higher Education, Oklahoma law and the Standards for Accreditation. In order for a high school student to enroll in a concurrent enrollment course, the minor student must have a signed statement from the high school principal or counselor stating that they are eligible to satisfy requirements for graduation from high school (including curricular requirements for college admission) no later than the spring of the senior year. Minor students must also provide written permission from a parent or legal guardian prior to enrolling in concurrent enrollment courses.

A high school student may enroll in a combined number of high school and college courses per semester not to exceed a full-time college workload of 19 semester credit hours. For purposes of calculating workload, one-half high school unit is equivalent to three semester credit hours of college work.

Concurrent students may not enroll in remedial (zero-level) course work offered by colleges and universities designed to remove high school deficiencies, including co-requisite support courses.

When a student earns college credit through concurrent enrollment, the school district will be required to provide academic credit for any concurrently enrolled higher education courses that are correlated with the academic credit awarded by the institution of higher education. The district cannot transcript the academic credit as “elective credit” unless there is no correlation between the concurrent enrollment higher education course and a course provided by the school district.

The student has the responsibility of notifying the college and the high school counselor when he/she drops or stops attending the concurrent college course. Students attending concurrent classes on an actual campus must provide documentation midway through the semester that they are still enrolled. A request for verification can be made by the counselor or principal at any time.

~~Therefore, all senior students who wish to attend college courses may request appearance at a regularly scheduled board of education meeting to present their request. Parents or guardian may be requested to be present.~~

~~Prior to appearance at the board of education meeting, the student must complete the necessary scheduling of courses required for graduation from high school and must meet the requirements set forth in the regulation which accompanies this policy.~~

~~The superintendent will designate a staff member who will make personal contact with every junior and their parents or guardians, individually or in groups, during the fall semester to present materials and to explain the concurrent enrollment program.~~

~~The superintendent will post notices in at least two places conspicuous to students calling attention to the concurrent enrollment program and naming the contact person.~~

~~The superintendent is directed to prepare a regulation implementing this policy.~~

REFERENCE: 70 O.S. §628.13
Department of Education, Administrator's Handbook

NOTIFICATION

No school district, and no employee of the district or its schools, shall encourage, coerce, or attempt to encourage or coerce a minor child to withhold information from the child’s parent(s) or guardian(s).

The School District shall disclose to a student’s parent(s) or guardian(s) any information known to the district or its employees regarding material changes reasonably expected to be important to parent(s) regarding their child’s health, social or psychological development, including identity information. Such disclosures shall occur within thirty (30) days of learning the information and may include referrals to appropriate counseling services that the parent(s) or guardian(s) may use at their discretion.

“Identity information” means information, including but not limited to,

- (1) Any names or pronouns used by a student at school;
- (2) Any social transition or other transition to a gender that differs from the student’s sex.

LEGAL REFERENCE: Oklahoma Accreditation Standard 210:10-2-3

SEARCH OF STUDENTS (REGULATION)

In accordance with the policy of the board of education, searches of students shall be conducted under the following circumstances:

The superintendent, principal, teacher, or school security personnel of this school (authorized personnel) may detain and search any student or students on the premises of the public schools, or while attending, or while in transit to, any event or function sponsored or authorized by the school only under the following conditions:

1. When any authorized person has reasonable suspicion that the student may have on the student's person or property alcoholic beverages as defined in the Oklahoma Alcoholic Beverages Act., dangerous weapons, ~~unauthorized electronic paging devices~~, controlled dangerous substances as defined by law, stolen property if the property in question is reasonably suspected to have been taken from a student, a school employee, or the school during school activities, or any other items which have been or may reasonably be disruptive of school operations or in violation of student discipline rules.
2. School lockers and school desks are the property of the school, not the student. Students have no expectation of privacy concerning lockers, desks, or other school property. The users of lockers, desks, and other storage areas or compartments have no reasonable expectation of privacy from school employees as to the contents of those areas. Lockers, desks, and other storage areas or compartments may be subjected to searches at any time with or without reasonable suspicion. Students are not to use any school area or property to contain any item that should not be at school. Students shall not exchange lockers or desks or use any lockers or desks other than those assigned to them by the principal.
3. Authorized personnel may search a student, within the limits of state and federal law (or this policy), whenever the student consents to such a search. However, consent obtained through threats or coercion is not considered to be freely and voluntarily given.
4. Authorized personnel conducting a search shall have authority to detain the student or students and to preserve any contraband seized.
5. Any searches of students as outlined herein will be conducted by an authorized person who is the same sex as the person being searched and shall be witnessed by at least one other authorized person who is of the same sex as the person being searched.
6. Strip searches are forbidden. No clothing except cold weather outer garments, shoes, hand coverings, and head coverings, except religious head coverings, will be removed before or during a search.
7. Items that may be seized during a lawful search - in addition to those mentioned in paragraph 1 above - shall include, but not be limited to, any item, object, instrument, or material commonly recognized as unlawful or prohibited. For example: prescription or nonprescription medicines, switchblade knives, brass knuckles, billy clubs, and pornographic literature are commonly recognizable as unlawful or prohibited items. Such items, or any other items which may pose a threat to a student, the student body, or other school personnel, shall be seized, identified as to ownership if possible, and held for release to proper authority.

SEARCH OF STUDENTS, REGULATION (Cont.)

8. Any student found to be in possession of dangerous weapons, controlled dangerous substances, or other unlawful or prohibited items may be suspended by the superintendent for a period not to exceed the current school semester and the succeeding semester. Such suspension may be in addition to any civil or criminal liability.
9. The superintendent may designate personnel to transport items that are removed from a student to a centralized location within the school district or to local law enforcement offices for lawful disposal. While in transport, the designated school personnel shall carry their school identification and a letter from the superintendent confirming their authority to transport the items for disposal. All items transported for disposal shall be transported in a located container.

**REFERENCE: 70 O.S. §24-102
70 O.S. §24-101.3**

SEX EDUCATION

It is the policy of the Wellston Board of Education that all curriculum and materials, including supplementary materials which will be used to teach or will be used for or in connection with a sex education class or program which is designed for the exclusive purpose of discussing sexual behavior or attitudes, or any test, survey or questionnaire whose primary purpose is to elicit responses on sexual behavior or attitudes, shall be available through the superintendent or designee for inspection by the parents or guardians of the students who will be involved with the class, program, test, survey, or questionnaire.

Such curriculum, material, class, program, test, survey, or questionnaire shall include information about consent and shall have as one of its primary purposes the teaching of or informing students about the practice of abstinence.

The term "consent" means the affirmative, unambiguous and voluntary agreement to engage in a specific sexual activity during a sexual encounter which can be revoked at any time. Consent cannot be:

1. Given by an individual who:
 - a. is asleep or is mentally or physically incapacitated either through the effect of drugs or alcohol or for any other reason, or
 - b. is under duress, threat, coercion or force; or
2. Inferred under circumstances in which consent is not clear including, but not limited to:
 - a. the absence of an individual saying "no" or "stop," or
 - b. the existence of a prior or current relationship or sexual activity.

The superintendent or designee shall provide prior written notification to the parents or guardians of the students of their right to inspect the curriculum and material and of their obligation to notify the school in writing if they do not want their child to participate in the class, program, curriculum, instruction, test, survey, ~~or~~ questionnaire or other instructional material that relates to sexual behavior, sexual attitudes or sexuality, including but not limited to gender identity or sexual orientation.

No student will be required to participate in a sex education class or program that discusses sexual behavior or attitudes if a parent or guardian of the student objects in writing. If the type of program referred to is a part of or is taught during a credit course, a student may be required to enroll in the course but shall not be required to receive instruction in or participate in the program if a parent or guardian objects in writing.

The superintendent or designee shall approve all curriculum and materials which will be used for the purpose of discussing sexual behavior or attitudes, and any test, survey or questionnaire used to elicit responses on sexual behavior or attitudes prior to the use of such materials.

Teachers involved in the class, program, test or survey shall submit curriculum, materials, tests, or surveys to the superintendent or designee for approval before they are used in the classroom or school.

**REFERENCE: 70 O.S. §11-105.1
 21 O.S. § 113
Oklahoma Accreditation Standards 210:10-2-1, 210:10-2-2 and 210:10-2-3.**

Wellston Dropout and Remediation Report

10-10-23

Dropout Report for 2023-24

<u>Site</u>	<u>Grade</u>	<u># of students</u>
High School	9th	3
	10th	1
	11h	3
	12th	2
Middle School	8th	1
	6th	1

Remediation Report for 2021-22 (most current date available)

Wellston Freshman	Science		English		Math		Reading		Total Developmental Students
	#	%	#	%	#	%	#	%	
3									

- Not enough data (students) to qualify for %

ACTIVITY FUND ACCOUNT

SPONSOR'S NAME Becky Hughes

CLUB OR ORGANIZATION Wellston Elementary

ACCOUNT NAME K-B

1. Please list all fundraising activities in which you anticipate your club or organization will participate, i.e., sell of jackets, socks, pictures, coke, etc.

Supply Fee
Fall festival

2. Please list all areas of anticipated expenditures of your club or organization, i.e., entry fees, jackets, flowers, rewards, etc.

Class supplies + decorations
class rewards
class parties + birthdays
Books + subscriptions
snacks
bakesale

ANY FUNDRAISERS OR EXPENDITURES THAT ARE NOT LISTED ON THIS FORM AND APPROVED BY THE BOARD OF EDUCATION WILL NOT BE PERMITTED UNLESS AN UPDATED REQUEST IS PRESENTED TO THE BOARD PRIOR TO THE ACTIVITY.

ACTIVITY FUND ACCOUNT

SPONSOR'S NAME

Becky Bailey

CLUB OR ORGANIZATION

Wellston Elementary Classroom Account

ACCOUNT NAME

Bailey Pre-k PK-A

1. Please list all fundraising activities in which you anticipate your club or organization will participate, i.e., sell of jackets, socks, pictures, coke, etc.

Supply Fee

Baby chicks

Fall Festival

possible fundraiser w/butcher BBQ

2. Please list all areas of anticipated expenditures of your club or organization, i.e., entry fees, jackets, flowers, rewards, etc.

Class supplies & decorations

Snacks

Class rewards

Bake sale

Class parties / birthdays

Books & subscriptions (My Big World)

ANY FUNDRAISERS OR EXPENDITURES THAT ARE NOT LISTED ON THIS FORM AND APPROVED BY THE BOARD OF EDUCATION WILL NOT BE PERMITTED UNLESS AN UPDATED REQUEST IS PRESENTED TO THE BOARD PRIOR TO THE ACTIVITY.

ACTIVITY FUND ACCOUNT

SPONSOR'S NAME Bridgette Townsend

CLUB OR ORGANIZATION Wellston Elementary

ACCOUNT NAME Third-B

1. Please list all fundraising activities in which you anticipate your club or organization will participate, i.e., sell of jackets, socks, pictures, coke, etc.

Supply Fee

Fall Festival

Bird Seed

Plant fundraiser

2. Please list all areas of anticipated expenditures of your club or organization, i.e., entry fees, jackets, flowers, rewards, etc.

Class supplies & decorations

Class rewards

Class parties / birthdays

Books & subscriptions

ANY FUNDRAISERS OR EXPENDITURES THAT ARE NOT LISTED ON THIS FORM AND APPROVED BY THE BOARD OF EDUCATION WILL NOT BE PERMITTED UNLESS AN UPDATED REQUEST IS PRESENTED TO THE BOARD PRIOR TO THE ACTIVITY.

ACTIVITY FUND ACCOUNT

SPONSOR'S NAME Timothy Privat
CLUB OR ORGANIZATION Band
ACCOUNT NAME Band Activity

1. Please list all fundraising activities in which you anticipate your club or organization will participate, i.e., sell of jackets, socks, pictures, coke, etc.

MPact → Selling Heritage Candles and "Simply the Best"
Brochure.

2. Please list all areas of anticipated expenditures of your club or organization, i.e., entry fees, jackets, flowers, rewards, etc.

ANY FUNDRAISERS OR EXPENDITURES THAT ARE NOT LISTED ON THIS FORM AND APPROVED BY THE BOARD OF EDUCATION WILL NOT BE PERMITTED UNLESS AN UPDATED REQUEST IS PRESENTED TO THE BOARD PRIOR TO THE ACTIVITY.

*additional

ACTIVITY FUND ACCOUNT

SPONSOR'S NAME__ Jacob Maloney_____

CLUB OR ORGANIZATION____ Boys Basketball_____

ACCOUNT NAME__ Boys Basketball_____

1. Please list all fundraising activities in which you anticipate your club or organization will participate, i.e., sell of jackets, socks, pictures, coke, etc. **T-shirt booth, Fall Festival.**

2. Please list all areas of anticipated expenditures of your club or organization, i.e., entry fees, jackets, flowers, rewards, etc. **No Expenditures.**

ANY FUNDRAISERS OR EXPENDITURES THAT ARE NOT LISTED ON THIS FORM AND APPROVED BY THE BOARD OF EDUCATION WILL NOT BE PERMITTED. UNLESS AN UPDATED REQUEST IS PRESENTED TO THE BOARD PRIOR TO THE ACTIVITY.

2024 Board of Education Election Timeline

November 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			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		

Board of Education Election Resolution

2023 Board of Education Election Resolution due to County Election Board Secretary by the close of business at the County Election Board office on **Nov. 17, 2023**.

Deadline for the school district to publish a legal notice is **Nov. 24, 2023**. A copy of the notice must also be filed with the County Election Board.

December 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					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						

Filing Period

Opens 8 a.m. on Monday, Dec. 4, 2023.
Closes at 5 p.m. on Wednesday, Dec. 6, 2023.

Contesting Candidacy

Must be filed with the County Election Board Secretary who accepted the Declaration of Candidacy by 5 p.m. on Friday, Dec. 8, 2023.

Withdrawal of Candidate

Must be filed with the County Election Board Secretary who accepted the Declaration of Candidacy by 5 p.m. on Friday, Dec. 8, 2023.

Pre-Election Expense Claim – Board of Education Primary

District may expect to receive a Pre-Election Expense Claim during the week of Dec. 18, 2023.

January 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	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			

District required to submit an amount due to the County Election Board by Jan. 22, 2024.

February 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				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		

Board of Education Primary Election in the event 3 or more candidates file

Board of Education Primary Election – Tuesday, Feb. 13, 2024.

County Election Board certifies results of Board of Education Primary Election after 5 p.m. on Friday, Feb. 16, 2024.

If no candidate receives more than 50% of the vote, the top two candidates will proceed to the Board of Education General Election on Tuesday, April 2, 2024.

The candidate who receives a majority of the vote (50% +1) is elected. The winner will be seated at the first meeting following the certification of the election results.

March 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					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						

Pre-Election Expense Claim – Board of Education General Election

District may expect to receive a Pre-Election Expense Claim during the week of February 18, 2024.

District required to submit an amount due to the County Election Board by March 18, 2024.

April 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	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				

Board of Education General Election

Board of Education General Election – Tuesday, April 2, 2024.

County Election Board certifies results of the election after 5 p.m. on Friday, April 5, 2024. The winner of a general election and candidates who ran unopposed will be seated/begin the new term at the first meeting following the certification of the election results.

ELECTION RESOLUTION FOR DISTRICTS WITH AN AVERAGE DAILY MEMBERSHIP OF: (1) MORE THAN FOUR HUNDRED (400) STUDENTS OR (2) LESS THAN 400 WHO HAVE NOT ADOPTED A POLICY TO ALLOW BOARD MEMBERS AND BOARD MEMBER CANDIDATES TO BE RELATED TO ANY SCHOOL EMPLOYEE WITHIN THE SECOND DEGREE OF CONSANGUINITY OR AFFINITY PER OKLAHOMA STATUTE TITLE 70 SECTIONS 5-113 AND 5-113.1

BOARD OF EDUCATION ELECTION RESOLUTION

TO: Lincoln County Election Board

FROM: The Wellston School District, Independent School District No. 41-1004 of Lincoln, County, Oklahoma

The Board of Education of the Wellston School District has approved the following resolution calling for an election to be submitted to the voters of the district.

Date of the Election:

A Board of Education Primary Election shall be held on February 13, 2024, only if three or more candidates file for the Board of Education position scheduled to be on the ballot or for a Board of Education position appearing on the ballot as an unexpired term. A Board of Education General Election shall be held on April 2, 2024, under the following circumstances: if only two candidates file for a position scheduled to be on the ballot or for a position on the ballot for an unexpired term or if no candidate in the Board of Education Primary Election receives more than 50% of the votes cast. The polling places shall be open from 7:00 a.m. to 7:00 p.m.

[Insert Closure of Precinct if Applicable]

Board Member Position on Ballot:

The voters shall elect a board member for board position No. 4, which has a five-year term of office.

Qualifications of Candidates for Office:

To be eligible to be a candidate for member of the board of education of a school district, a person must have resided in the district for at least six months preceding the first day of the filing period, and have been a registered voter registered with the county election board at an address located within the geographical boundaries of the district for six months preceding the first day of the filing period. In school districts that have been divided into election districts, a candidate

must have resided in the district for six months preceding the first day of the filing period and have been a registered voter registered with the county election board at an address located within the geographical boundaries of the election district for six months preceding the first day of the filing period.

No person shall be eligible to be a candidate for or elected to be a member of the board of education of a school district unless the person has been awarded a high school diploma or certificate of high school equivalency.

A person who has been convicted of a misdemeanor involving embezzlement or a felony under the laws of this state or of the United States or who has entered a plea of guilty or nolo contendere to such misdemeanor involving embezzlement or felony or who has been convicted of a crime in another state which would have been a misdemeanor involving embezzlement or a felony under the laws of this state or has entered a plea of guilty or nolo contendere to such crime shall not be eligible to be a candidate for or be elected to any school board office for a period of fifteen years following completion of his sentence or during the pendency of an appeal of such conviction or plea.

No person shall be eligible to be a candidate for or serve on a board of education if he or she is currently employed by the school district governed by the board of education or is related within the second degree by affinity or consanguinity to any other member of the board of education or to any employee of the school district. The following are relatives within the second degree: A candidate's spouse, child, parent, grandchild, grandparent, brother, sister, spouse's child, spouse's grandchild, spouse's brother, spouse's sister, spouse's grandparent, grandchild's spouse, parent's spouse, and child's spouse. The prohibitions in this paragraph shall not apply if the board member candidate is related within the second degree of affinity or consanguinity to an individual employed as a substitute teacher by the school district or as a temporary substitute support employee if the school district has an Average Daily Membership of less than five thousand (5,000).

Candidates must affirm that upon being elected as a new member of the Board of Education, within fifteen (15) months of election, they will complete at least twelve (12) hours of instruction on education issues, including school finance, Oklahoma education laws, and ethics, duties and responsibilities of district board of education members. Three (3) of these twelve (12) credits must be earned as follows: one (1) credit in ethics, one (1) credit in open meeting act and open records act, and one (1) credit in school finance. Incumbents must affirm that they will complete six (6) hours of instruction within fifteen (15) months of election emphasizing changes in school law. Three (3) of these six (6) credits must be earned as follows: one (1) credit in ethics, one (1) credit in open meeting act and open records act, and one (1) credit in school finance.

Voters Eligible to Vote:

To be eligible to vote, a voter must be registered with the county election board at an address within the geographical boundaries of the district.

Ballot Titles:

The ballot to be submitted to the voters shall call for the voters to:

1. Select one candidate for Wellston School Board Position No. 4:

Approved by the Wellston Board of Education this 10th day of October, 2023.

President of the Board of Education

Clerk of the Board of Education

Contest of Candidacy Information Sheet

Any candidate (referred to as petitioner) may contest the candidacy of any other candidate (referred to as contestant) for the same office by filing a written petition with the Secretary of the County Election Board who accepted the Declaration of Candidacy. In the event a candidate is unopposed, a petition contesting the candidacy may be filed by any registered voter who is eligible to vote for that office. A contest of candidacy petition must be filed no later than 5pm on the second business day following the close of the filing period. The petition must list the reasons alleged by the petitioner that the contestant is not qualified by law to become a candidate.

The petition must be accompanied by a deposit in the form of a certified check or cashier's check. Personal checks and cash will not be accepted. The check must be in the amount of Two Hundred Fifty Dollars (\$250), and it must be made out to the "Secretary of the Lincoln County Election Board." An optional Petition for Contest of Candidacy form is available from the County Election Board.

Serving Notice

The County Election Board Secretary will set a hearing date for the contest. Once the hearing is scheduled, it is the petitioner's responsibility to have a copy of the petition and a copy of the notice served on the contestee.

The petitioner takes a copy of the petition, the Notice of Hearing, and the Return of Service form provided by the County Election Board Secretary to the Sheriff of the county in which the contestee resides. An employee of the Sheriff's office is required to serve the petition and the Notice on the contestee within 24 hours from the time the County Election Board Secretary received the petition. For example, if the contest of candidacy petition was filed at 3 p.m. on Friday, the contestee must be served by 3 p.m. on Saturday. The Sheriff must provide the petitioner with written confirmation that service either was or was not performed. The petitioner presents the Return of Service form at the hearing when the County Election Board asks for proof of service.

If the Sheriff is unable to serve the contestee, this is indicated on the Return of Service form. The petitioner then serves the contestee's copies of the notice and petition to the County Election Board Secretary at the contest of candidacy hearing. By law, the County Election Board Secretary is the constructive service agent for all candidates who file Declarations of Candidacy with him or her, and the candidates are presumed to have accepted such constructive service when they file their Declarations.

Burden of Proof

The petitioner must prove the allegations in the petition. However, a contestee who does not appear to answer the petition is deemed to be in default and is considered to have admitted the allegations in the petition. If the allegations are sufficient to disqualify the contestee, the Board shall strike the candidacy and remove the candidate's name from the ballot.

Contestee May Appear or Answer

The contestee may appear at the hearing and/or may file a written answer to the allegations in the petition only after posting a deposit of \$250 in the form of a cashier's check or a certified check. The purpose of the contestee's appearance and/or written answer is to explain why his or her candidacy is valid.

Counsel

Candidates may be represented by counsel but are not required to be.

At the Hearing

More than one contest may be scheduled at the same time and place. If this is the case, the County Election Board members will announce at the beginning of the hearing the order in which the contests will be heard.

The petitioner will be asked to make an opening statement to the Board. The contestee then will be asked to make an opening statement. The contestee may waive, reserve or make an opening statement. The County Election Board may place a time limit on opening statements.

Following the opening statements, the parties will present witnesses and evidence. Witnesses will be called to the witness stand. The petitioner, the contestee and the County Election Board members will have the opportunity to question witnesses.

After all witnesses have been presented, the Secretary will ask for closing statements. The petitioner speaks first and then the contestee. The County Election Board also may place a time limit on closing statements.

The Secretary may ask the District Attorney to advise the Board on the applicable law. The Board members then have a chance to ask the District Attorney, counsel or the parties any final questions.

The County Election Board members will decide either to retain or to strike the candidacy. The decision is made by a motion, second, and a roll call vote.

Decision of the Board

If the petitioner's allegations are not sufficient to disqualify the contestee, the candidate's name will be retained on the ballot. If the Board members determine that the contestee's Declaration of Candidacy can be amended to conform to the law, they may order the contestee to make the amendment. If the Board members determine that the contestee is not qualified to become a candidate for the office, they may order that the candidacy be stricken. In this case, the contestee's filing fee is forfeited.

The County Election Board's decision is final.

Costs of the Hearing

If the contestee does not appear or if the contestee's name is retained on the ballot, the costs of the contest hearing are deducted from the petitioner's deposit. Any remaining balance is refunded to the petitioner. If the contestee appears or answers but the candidacy is stricken, costs of the contest hearing are deducted from the contestee's deposit, and any balance is refunded.

If you have any questions, please contact the County Election Board at CEB Telephone Number.

26 O.S. §5-118, et seq.

For a petition to contest candidacy please refer to your local county election board.

PETITION FOR CONTEST OF CANDIDACY

I, the undersigned, am a candidate for the Office of _____
by virtue of having lawfully filed a Declaration of Candidacy during the filing period held
_____. I hereby contest the candidacy of
_____ (herein referred to as contestee) for the
same office, pursuant to Title 26, Section 5-118, of the Oklahoma Statutes. I accompany this
petition with a cashier's check or certified check in the amount of \$250.00.

As the basis for this contest, I allege that the contestee was not qualified by law to
become a candidate for the office for the reasons listed below.

List all reasons:

_____, Petitioner

Petitioner's Printed Name

Date

Closing Split Precincts in School District Elections

Title 26 O.S. Section 13A-101 allows school districts to close some precincts under certain circumstances. The State Election Board has promulgated rules to implement the law. Following is a summary of the steps school district officials may follow to take advantage of the new law and the new procedure.

1. If only part of a precinct is located inside the boundaries of a school district, the precinct may be closed for the school district's election only if school officials certify **in the resolution** calling the election that **no persons reside** within that part of the precinct.
2. Prior to preparing the resolution, district officials should contact the Secretary of the County Election Board to verify that no registered voters in the precinct are assigned to the district and that no voters who are unassigned to a school district in the precinct are believed to be located within the district's boundary. In addition, before including the certification required to close the precinct in the resolution, a district official should visit the area in question to verify that no one resides there.
3. The procedure may be used in any school district election. Once a precinct is closed for an election, the district is not responsible for expenses (Precinct Official compensation and Precinct Registry fees) in the precinct.

Contact the County Election Board Secretary for more information

COMMON EDUCATION SCHOOL DISTRICT

Legal Notice

(Must be published in a newspaper of the county wherein the school district administrative office is located at least ten days prior to the filing period.)

(Post at the school district administrative offices as well as the county election board office.)

The Board of Education of Wellston Public School District hereby provides legal notice that the school board election filing period for candidates will open on Monday, December 4, 2023 at 8:00 a.m. and will end at 5 p.m. on Wednesday, December 6, 2023.

Board Member Position on Ballot:

The voters shall elect a board member for board position No. 4, which has a five-year term of office.

COMMON EDUCATION SCHOOL DISTRICT

To be printed on school letterhead

Press Release

(Shall be issued to a newspaper of general circulation in the county where the school district's administrative office is located.)

The Board of Education of Wellston Public School District hereby announces that statutorily qualified individuals interested in running as a candidate for the No. 4 seat on the Wellston Board of Education may file to run as a candidate for this seat at the Lincoln County Election Board between the hours of 8 a.m. and 5 p.m.. on each of the following days: Monday, December 4 through Wednesday, December 6, 2023.

Wellston Schools (10-1-23)				
Site/Grade level	Total Students	Max Capacity	Vacancies	Notes
PreK	33	40	7	2 Teachers X 20 = 40
K	38	40	2	2 Teachers X 20 = 40
1	27	40	13	2 Teachers X 20 = 40
2	36	40	4	2 Teachers X 20 = 40
3	43	40	-	2 Teachers X 20 = 40
4	36	50	14	2 Teachers X 25 = 50
5	28	50	22	2 Teachers X 25 = 50
6	41	50	9	
7	38	50	12	
8	29	50	21	
9	51	60	9	
10	25	50	25	
11	29	50	21	
12	26	50	24	
	480	660	183	

Wellston Public Schools

Encumbrance Register

Options: Year: 2023-2024, Date Range: 7/1/2023 - 6/30/2024, PO Range: 193 - 193, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	193	10/10/2023	13602	AIR TECHNOLOGIES	ES HVAC PROJECT	66,045.00
Non-Payroll Total:						\$66,045.00
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$66,045.00