



Lawton, Oklahoma 73507

Lawton Public Schools Board of Education
Regular Meeting
March 24, 2022 5:15 PM
Shoemaker Center Auditorium
753 NW Fort Sill Blvd

AGENDA

The Board reserves the right to consider, take up and take action on any agenda item in any order, except as to items 1-3. The Board may discuss, make motions, and vote on all matters appearing on the agenda. Such vote may be to adopt, reject, table, reaffirm, rescind, or to take no action on any item. Any person with a disability who needs special accommodations to attend the Board of Education meeting should notify the Clerk of the Board at least 24 hours, to the extent possible, prior to the scheduled time of the Board meeting. The telephone number is 580-357-6900. At the time and place designated, the Board will consider and act upon the matters set out on the Agenda for this meeting as follows:

1. Call to Order
2. Pledge of Allegiance - Kevin Hime
3. Roll Call to Establish Quorum
4. Special Guests/Special Recognitions - Kevin Hime and Patty Neuwirth
5. Excellence in Education
6. Report of the Superintendent
 - 6.a. Superintendent's Announcement(s)
 - 6.b. Presentation of the annual school audit for FY 21
 - 6.c. BWA Architects, PLLC
Contract for three high schools indoor athletic facilities
 - 6.d. Design Architect Plus (DAP) - Contract for Mechanical Agriculture Metal Fabrication lab and Elementary Gym/SafeRoom for Ridgecrest Elementary
7. Consent Agenda
(The following matters may be approved in their entirety by the Board upon motion made, seconded and passed by a majority vote of the Board members. However, upon request of any Board member, any one or more matters will be removed from the consent agenda and acted upon separately. Contracts are approved subject to review by the District's legal counsel. Any or all of the public record items included within the consent agenda, i.e. minutes to be submitted for approval; purchase orders to be submitted for acceptance; financial report; proposed transfer of funds between activity accounts; and fund-raising event listings, may be examined at the Office of the Clerk of the Board of Education at the Shoemaker Center, 753 Fort Sill Blvd., Lawton, OK. An appointment to review records is requested.)

- 7.a. Report of the Purchasing Agent/Encumbrance Clerk - Sheila Relf
 - 7.a.1. Approve Purchase Orders
 - General Fund (11) PO Numbers: 2641-2904
 - Building Fund (21) PO Numbers: 20-24
 - Bond Fund (32) PO Numbers: 39-46
 - Bond Fund (33) PO Numbers: 169-205
 - 7.a.2. Change Order Listing
 - 7.a.3. Payroll Encumbrance Purchase Order Numbers 50000-52726
- 7.b. Report of the Chief Financial Officer - Lance Gibbs
 - 7.b.1. Treasurer's Report for the Month of February, 2022
- 7.c. Report of the Activity Fund Custodian - LaQuinta Chambers
 - 7.c.1. Activity Fund Transfers, Expenditures, Establishments, and Amendments
- 7.d. Approval of the Minutes of the February 24, 2022 Regular Board Meeting
- 7.e. Item(s) Removed from the Consent Agenda for Separate Action
- 7.f. Approval of the Balance of the Consent Agenda
- 7.g. Approval of Item that was Previously Pulled for Separate Action
- 8. Proposed Executive Session to Discuss:
 - 8.a. The employing, promoting, or receiving resignation(s) of individual certified and support salaried personnel as listed on the Personnel Reports, Exhibit A and Exhibit B. (Exhibit B includes new potential hires and presented to the board under separate cover).
[Authorized by 25 OKLA.STAT. Section 307 (B)(1) of the Oklahoma Open Meeting Act]
- 9. Vote to Convene into Executive Session
- 10. Acknowledge Board's Return to Open Session
- 11. Executive Session Minutes Compliance Announcement
- 12. Superintendent's Personnel Report / Items Discussed in Executive Session
 - 12.a. Approval of Superintendent's Personnel Reports, Exhibit A (and Exhibit B and Schedule C) that was presented under separate cover)
- 13. New Business - This refers to any matter not known about or which could not have been reasonably foreseen prior to the time of posting of the agenda. Okla. Stat. tit. 25 Sec. 311(A)(9)
- 14. The next regular board meeting date is Thursday, April 21, 2022, at 5:15 p.m., in the Shoemaker Center Auditorium.
- 15. Setting New Board Meeting Dates
- 16. Board Announcements
- 17. Adjournment

Date of posting: March 23, 2022

Time of posting: 4:30 p.m.

Location of posting: Lawton Public Schools Website

Ker - Hi



February 9, 2022

To the Board of Education
Lawton Independent School District No. 8
Lawton, Oklahoma

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Lawton Independent School District No. 8, Comanche County, Oklahoma for the year ended June 30, 2021. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and, *Government Auditing Standards* and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated March 30, 2021. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Lawton Independent School District No. 8 are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2021. We noted no transactions entered into by Lawton Independent School District No. 8 during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the governmental activities opinion unit's financial statements was:

Management's estimate of the depreciation is based on estimated useful lives of capital assets. We evaluated the key factors and assumptions used to develop the depreciation in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. No such adjustments were noted.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated February 9, 2022.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to Lawton Independent School District No. 8's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as Lawton Independent School District No. 8's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We were engaged to report on other supplementary information listed in the table of contents, which accompany the financial statements but are not RSI. With respect to this other supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on other information listed in table of contents, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

In planning and performing our audit of the financial statements of Lawton Independent School District No. 8 as of and for the year ended June 30, 2021, in accordance with auditing standards generally accepted in the United States of America, we considered Lawton Independent School District No. 8's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

However, during our audit we became aware of several matters that are opportunities for strengthening internal controls and operating efficiency. The following summarizes our comments and suggestions regarding those matters. A separate report dated February 9, 2022 contains our report on significant deficiencies or material weaknesses in the District's internal control. This letter does not affect our report dated February 9, 2022, on the financial statements of Lawton Independent School District No. 8

- | | |
|-----------------|---|
| Condition: | Oklahoma Statutes require that activity funds shall be deposited by the end of the next business day; however, if the deposit for the day totals less than \$100, the funds may be accumulated until the total accumulated equals or exceeds \$100. Three of twenty-five deposits tested did not meet this requirement due to teacher sponsors not remitting their funds daily to the financial secretary. Two out of twenty-five deposits did not meet the requirement due to financial secretary not depositing funds timely. |
| Recommendation: | We recommend that appropriate procedures related to activity funds continued to be communicated and monitored with both financial secretaries and sponsors. |
| Condition: | During testing one out of 25 receipts tested did not have any supporting documentation. |
| Recommendation: | We recommend communications with staff the importance of retaining documentation of receipts. |
| Condition: | During fieldwork it was determined that the compensated absences policy related to termination benefits of amounts to be paid for balances had been eliminated. As required by Oklahoma Administrative Code Section 380:30-1-5 payment of accrued leave is required if it has been done in the past. |
| Recommendation: | We recommend written policy needs to be implemented to ensure continuity and consistency of benefit when there are changes in management and personnel. |
| Condition: | During fieldwork it was determined that fixed asset policy had been eliminated. Needs to be a written policy to ensure proper treatment of fixed assets for financial statement presentation. |
| Recommendation: | We recommend written policy needs to be implemented to ensure proper capturing of fixed assets in financial records. |

Restriction on Use

This information is intended solely for the information and use of Board of Education and management of Lawton Independent School District No. 8 and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Mary E. Johnson & Associates PLLC

Mary E. Johnson & Associates, PLLC

Lawton Independent School District No. 8
Comanche County, Oklahoma

Financial Statements
Year-End June 30, 2021

Lawton Independent School District No. 8
 Comanche County, Oklahoma
 Table of Contents
 June 30, 2021

	Page
Independent Auditor’s Report	1
Management’s Discussion and Analysis (unaudited).....	4
 Basic Financial Statements:	
Government-wide Financial Statements:	
Statement of Net Position – Regulatory Basis	14
Statement of Activities – Regulatory Basis	15
Fund Financial Statements:	
Balance Sheet - Governmental Funds – Regulatory Basis	16
Statement of Revenues, Expenditures, and Changes in Fund Balances - Governmental Funds – Regulatory Basis	17
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities – Regulatory Basis	18
Statement of Net Position – Proprietary Funds – Regulatory Basis	19
Statement of Changes in Fund Net Position – Proprietary Funds – Regulatory Basis	20
Statement of Cash Flows– Proprietary Funds – Regulatory Basis	21
Statement of Fiduciary Net Position – Regulatory Basis	22
Statement of Changes in Fiduciary Net Position – Regulatory Basis	23
Notes to the Financial Statements.....	24
 OTHER SUPPLEMENTARY INFORMATION	
Combining and Individual Fund Statements and Schedules:	
Combining Balance Sheet – Other Governmental Funds – Regulatory Basis	41
Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Other Governmental Funds – Regulatory Basis	42
Combining Statement of Assets and Fund Balances – Activity Fund.....	43
Schedule of Expenditures of Federal Awards	46
Notes to Schedule of Expenditures of Federal Awards	48
 OTHER INFORMATION	
Budgetary Comparison Schedule - General Fund (unaudited).....	50
Budgetary Comparison Schedule – Building Fund (unaudited).....	51
Statement of Statutory Fidelity and Honesty Bonds (unaudited)	52
 GOVERNMENT AUDITING STANDARDS SECTION	
Independent Auditor’s Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Governmental Auditing Standards</i>	53

SINGLE AUDIT SECTION

Independent Auditor’s Report on Compliance for Each Major Program and Internal
Control over Compliance required by the Uniform Guidance55
Schedule of Findings and Questioned Costs58
Summary Schedule of Prior Year Findings67



INDEPENDENT AUDITOR'S REPORT

To the Board of Education
Lawton Independent School District No. 8,
Comanche County, Oklahoma
Lawton, Oklahoma

Report on the Financial Statements

We have audited the accompanying regulatory basis financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Lawton Independent School District No. 8, Comanche County, Oklahoma as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the financial reporting provisions of Oklahoma State Department of Education described in Note 1; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Basis for Adverse Opinion on U.S. Generally Accepted Accounting Principles

As described in Note 1, the financial statements are prepared by Lawton Independent School District No. 8, Comanche County, Oklahoma on the basis of the financial reporting provisions of Oklahoma State Department of Education, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to meet the requirements of the Oklahoma State Department of Education.

The effects on the financial statements of the variances between the regulatory basis of accounting described in Note 1 and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material.

Adverse Opinion on U.S. Generally Accepted Accounting Principles

In our opinion, because of the significance of the matter discussed in the “Basis for Adverse Opinion on U.S. Generally Accepted Accounting Principles” paragraph, the financial statements referred to above do not present fairly, in accordance with accounting principles generally accepted in the United States of America, the financial position of Lawton Independent School District No. 8, Comanche County, Oklahoma, as of June 30, 2021, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended.

Unmodified Opinions on Regulatory Basis of Accounting

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective regulatory basis financial position of each major fund and the aggregate remaining fund information of the Lawton Independent School District No. 8, Comanche County, Oklahoma, as of June 30, 2021, and the respective changes in regulatory basis financial position and where applicable, cash flows thereof for the year then ended, in accordance with the financial reporting provisions of Oklahoma State Department of Education as described in Note 1.

Other Matters

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Lawton Independent School District No. 8, Comanche County, Oklahoma’s basic financial statements. The budgetary comparison schedules, combining nonmajor fund financial statements, and statement of changes in activity fund subaccounts, are presented for purposes of additional analysis and are not a required part of the basic financial statements. The schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and is also not a required part of the basic financial statements.

The combining nonmajor fund financial statements, statement of changes in activity fund subaccounts and the schedule of expenditures of federal awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America.

In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

The budgetary information and the statement of statutory fidelity and honesty bonds have not been subjected to the auditing procedures applied in the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 9, 2022, on our consideration of the Lawton Independent School District No. 8, Comanche County, Oklahoma's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Lawton Independent School District No. 8, Comanche County, Oklahoma's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Lawton Independent School District No. 8, Comanche County, Oklahoma's internal control over financial reporting and compliance.

A handwritten signature in cursive script that reads "Mary E. Johnson & Associates PLLC".

Ardmore, Oklahoma
February 9, 2022

Lawton Independent School District No. I-8
Comanche County, Oklahoma
Management’s Discussion and Analysis (unaudited)
For the Fiscal Year Ending June 30, 2021

Introduction

The discussion and analysis of Lawton Public Schools (the District) financial performance provides an overall review of district financial activities for the fiscal year ended June 30, 2021. The intent of this discussion is to convey relevant facts and commentary regarding the financial performance of the organization for the reporting period. A thorough examination of the financial statements and thoughtful reading of the related notes to those statements will aid in evaluating the financial position of the District.

The financial highlights of Fiscal Years 2020 and 2021 and a comparative analysis of financial information from those years is presented to aid the reader in a more meaningful understanding of the District’s financial performance for Fiscal Year 2021.

Financial Highlights

❖ Fiscal Year 2021 operations generated significant budget activity for the General Fund. Current information is presented alongside that of Fiscal Year 2020 and Fiscal Year 2021 to illustrate changes in General Fund balance. All years are presented on the modified accrual basis of accounting.

	<i>Beg Balance</i>	<i>Revenue</i>	<i>Expenses</i>	<i>End Balance</i>
FY2018	\$16,857,009	\$110,543,004	\$109,390,614	\$18,009,399
FY2019	\$18,009,399	\$121,193,462	\$124,666,577	\$14,536,284
FY2020	\$14,536,284	\$121,283,241	\$123,475,266	\$12,344,258
FY2021	\$12,344,258	\$135,872,419	\$129,984,595	\$18,209,551

❖ The 2021 school year was the eighth year of a ten-year Bond Fund (2014), passed by the voters on April 1, 2014 for \$21,610,000 to be used for Building Repairs/Renovations to include constructing, equipping, repairing, and remodeling of sites, Furniture, Fixtures, and Equipment. It was also approved for \$7,150,000 to be used for Transportation Equipment.

❖ The 2021 school year was the third year of a ten-year Bond Fund (2017), passed by the voters on November 14, 2017 for \$99,500,000 to be used for the construction of Eisenhower Middle School, Safe Rooms, Student Technology, Classroom Technology, General Education, Program Equipment, Furniture, Auditoriums, Athletics, Tracks, and Maintenance.

❖ Net Assessed valuation amounts and growth rates are presented below. Prospects for continued growth in local revenues appear to be good. Net Assessed valuation provides the basis for the calculation of county Ad Valorem (property) taxes that are distributed to the District each year. The change in net assessed valuation impacts both the general and building funds.

Lawton Independent School District No. I-8
Comanche County, Oklahoma
Management's Discussion and Analysis (unaudited)
For the Fiscal Year Ending June 30, 2021

<u>Year</u>	<u>Net Assessed Valuation</u>	<u>Growth</u>
2018	\$431,291,108.00	0.6%
2019	\$430,288,210.00	-0.2%
2020	\$427,536,896.00	-0.6%
2021	\$435,671,145.00	1.9%

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction of the District's basic financial statements. These statements are organized so the user can understand the Lawton School District as a financial whole. The District's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements. *The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.*

The statement of net assets represents information on all of the District's assets and liabilities, with the difference between assets and liabilities reported as net assets. Over time, increases or decreases in net assets may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the District's net assets changed during the most recent fiscal year. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows.

Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future periods (e.g. uncollected taxes and earned but unused vacation leave).

The governmental activities of the District include regular and special education, transportation and administration and include the child nutrition program. The government-wide financial statements can be found on pages 14-15 of this report.

Fund Financial Statements. *A fund is a grouping of related accounts used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounts to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the District can be divided into three categories: governmental funds, proprietary funds and fiduciary funds.*

Governmental funds. *Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term*

Lawton Independent School District No. I-8
Comanche County, Oklahoma
Management's Discussion and Analysis (unaudited)
For the Fiscal Year Ending June 30, 2021

inflows and outflows of expendable resources, as well as on balances of spending and resources available at the end of the fiscal year. Such information may be useful in evaluating the District near-term financing requirements. Most of the District's basic services are included here, such as regular and special education, transportation, administration, and the child nutrition program. Property taxes, federal and state grants, and state aid formula finance most of these activities.

Because focus of government funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for government funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the government fund balance sheet and the government fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains eight individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the government fund statement of revenues, expenditures, and changes in fund balances for the general fund (11), sinking fund (41), building fund (21), one municipal tax funds (26), three bond funds (31, 32, 33), and one lease revenue (34), all of which are considered to be major funds. Data from four other funds are combined into a single, aggregated presentation which includes the student activity (60) and the three trust funds endowment (50), gifts (81), and workers comp (83).

The District adopts an annual appropriated budget for its general and building funds. A budgetary comparison statement has been provided for the general fund and building fund to demonstrate compliance with its budget. The basic governmental fund financial statements can be found on pages 16-17 and a reconciliation of the government wide totals can be found on page 18.

Fiduciary Funds. *Fiduciary funds are used to account for resources held for the benefit of parties outside the government. The District is responsible for ensuring that the assets reported in these funds are used only for their intended purposes and by those to whom the assets belong. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the District's own programs. The District maintains the endowment fund (50) (private purpose trust) as a fiduciary fund. The fiduciary fund financial statements can be found on pages 19-23 & 41-42 of this report.*

Proprietary Funds. *Proprietary funds are used to account for resources held for workers compensation (83) claims. The District is responsible for ensuring that the assets reported in these funds are used only for their intended purposes and by those to whom the assets belong. The proprietary fund financial statements can be found on pages 19-23 of this report.*

Notes to the financial statements. *The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statement can be found on pages 24-39 of this report.*

Lawton Independent School District No. I-8
Comanche County, Oklahoma
Management's Discussion and Analysis (unaudited)
For the Fiscal Year Ending June 30, 2021

Other information. In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information including budgetary comparison schedules for the general and building funds. Required supplementary information can be found on pages 40-48 of this report. Other supplementary information can be found on the table of contents.

Government-Wide Financial Analysis

Statement of Net Position. Net assets serve over time as a useful indicator of a government's financial position. The change in net assets is important because it identifies whether the financial position of the District has improved or diminished. At the close of the FY 2021, the District's assets exceeded liabilities by \$135,589,916. An increase of \$9,575,087 due in part to revenues created by ESSR funds.

Lawton Independent School District No. 8

Comanche County

Comparative Statement of Net Position

FY 20 vs. FY 21

Governmental Activities

	FY 2020	FY 2021	Difference	% Change
Assets				
Current assets	\$ 65,157,293	\$ 66,519,674	\$ 1,362,381	2%
Capital and other assets	\$ 152,783,297	\$ 162,060,166	\$ 9,276,869	6%
Total assets	\$ 217,940,590	\$ 228,579,840	\$ 10,639,250	5%
Liabilities				
Current liabilities	\$ 18,037,358	\$ 18,422,684	\$ 385,326	2%
Long-term liabilities	\$ 73,888,402	\$ 74,567,240	\$ 678,838	1%
Total liabilities	\$ 91,925,760	\$ 92,989,924	\$ 1,064,164	1%
Net Position				
Net Investment in capital assets	\$ 105,524,627	\$ 105,431,402	\$ (93,225)	0%
Restricted	\$ 9,570,045	\$ 13,387,370	\$ 3,817,325	40%
Unrestricted	\$ 10,920,158	\$ 16,771,144	\$ 5,850,986	54%
Total Net Position	\$ 126,014,830	\$ 135,589,916	\$ 9,575,087	8%

By far the largest portion of the District's net assets reflects its investment in capital assets, less any related debt that is still outstanding that was used to acquire those assets. The District uses these capital assets to provide instruction, support, and transportation services; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported as net related to debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

Lawton Independent School District No. I-8
Comanche County, Oklahoma
Management's Discussion and Analysis (unaudited)
For the Fiscal Year Ending June 30, 2021

An additional portion of the District's net assets represents resources that are subject to external restrictions on how they may be used. The remaining balance of unassigned net assets, \$18,209,552 may be used to meet the District's ongoing obligations to citizens and creditors.

Change in Net Position. *Net changes may be the result of many factors, including, but not limited to, state and federal funding, changes in the property tax base, investment rates of return, bond activity and current legislation affecting school funding or education mandates.*

In the Statement of Net Assets and the Statement of Activities, all district activities are considered to be of the governmental type. This includes instruction, support services, operation and maintenance of plant, pupil transportation, and extracurricular activities.

Lawton Independent School District No. 8

Comanche County

Comparative Change in Net Position

FY 20 vs. FY 21

Governmental Activities

	FY 2020	FY 2021	Difference	% Change
Revenues:				
Program Revenues				
Charges for services	\$ 4,374,036	\$ 3,201,266	\$ (1,172,770)	-37%
Operating Grants/Contributions	\$ 17,643,368	\$ 38,043,042	\$ 20,399,674	54%
Capital Grants/Contributions	\$ 15,073	\$ 32,102	\$ 17,029	53%
General Revenues	\$ -			
Property Taxes	\$ 25,743,760	\$ 26,969,905	\$ 1,226,145	5%
State Formula Aid	\$ 70,968,267	\$ 65,425,536	\$ (5,542,731)	-8%
Federal Formula Aid	\$ 5,035,804	\$ 4,997,530	\$ (38,274)	-1%
General Taxes	\$ 11,870,856	\$ 9,931,635	\$ (1,939,221)	-20%
Other	<u>\$ 1,097,952</u>	<u>\$ 233,831</u>	<u>\$ (864,121)</u>	-370%
Total Revenue	<u>\$ 136,749,116</u>	<u>\$ 148,834,847</u>	<u>\$ 12,085,731</u>	8%
Expenditures:				
Instruction	\$ 66,019,771	\$ 64,823,347	\$ (1,196,424)	-2%
Support Services	\$ 53,721,898	\$ 54,641,843	\$ 919,945	2%
Non-instruction services	\$ 13,074,727	\$ 11,509,070	\$ (1,565,657)	-14%
Other	<u>\$ 7,718,005</u>	<u>\$ 8,285,500</u>	<u>\$ 567,495</u>	7%
Total Expenditures	<u>\$ 140,534,401</u>	<u>\$ 139,259,760</u>	<u>\$ (1,274,641)</u>	-1%
Change in Net Position	\$ (3,785,285)	\$ 9,575,087	\$ 13,360,372	139%
Net Position - Beginning	<u>\$ 129,800,115</u>	<u>\$ 126,014,829</u>	<u>\$ (3,785,286)</u>	-3%
Net Position - Ending	<u><u>\$ 126,014,830</u></u>	<u><u>\$ 135,589,816</u></u>	<u><u>\$ 9,574,986</u></u>	7%

**Lawton Independent School District No. I-8
Comanche County, Oklahoma
Management's Discussion and Analysis (unaudited)
For the Fiscal Year Ending June 30, 2021**

Financial Analysis of the Government's Funds

As noted earlier, the District uses fund accounting to ensure and demonstrate compliance with budgetary and finance-related legal requirements.

Governmental funds. The general fund is the chief operating fund of the District. As of June 30, 2021, the general fund cash fund balance was \$18,209,552 with \$18,047,691 unassigned and \$161,861 non-spendable.

The costs of the District's main activities: instruction, support services, non-instruction services, capital outlay, and debt service are shown in comparison from FY20 to FY21.

**Lawton Independent School District No. 8
Comanche County
Comparison of Total Costs
FY 20 vs. FY 21**

	FY 2020	FY 2021	Change	% Change
Instruction	\$68,527,009	\$70,648,767	\$2,121,558	3.10%
Support services	\$54,967,513	\$61,731,385	\$6,763,872	12.31%
Non-instructional services	\$8,657,811	\$8,671,111	\$13,300	0.15%
Capital outlay	\$26,906,582	\$10,290,013	(\$16,616,569)	-61.76%
Debit Service	\$6,796,455	\$6,415,913	(\$380,542)	-5.60%
Other outlays	\$147,079	\$59,184	(\$87,895)	-59.76%
Total cost of services	\$166,002,649	\$157,816,373	(\$8,186,276)	-4.93%

There was an increase in Instruction of \$2,121,558 and in Support services of \$6,763,872. These increases enabled the district to be One-to-One student-to-device, provide Hands-Free water fountains for filtered drinking water and improved safety, and to convert to LED lighting which improves infrastructure and provides long-term savings. Capital outlay showed a decrease of \$16,616,569 due to the completion of the construction of Eisenhower Middle School.

Capital Assets and Debt Administration

Capital Assets. The greatest increase in the District's capital assets comes in the area of Construction in Progress related to the construction of Eisenhower Middle School.

The capital assets (less land and construction in progress) increased by \$5,132,563 before depreciation and a net increase of \$2,608,708, after depreciation. The overall capital assets increased by \$9,276,869 (including land and construction in progress) with the largest increases showing in the area of Site Improvements and Vehicles.

Lawton Independent School District No. I-8
Comanche County, Oklahoma
Management's Discussion and Analysis (unaudited)
For the Fiscal Year Ending June 30, 2021

Lawton Independent School District No. 8
Comanche County
Comparison of Capital Assets, Net of Depreciation
FY 20 vs. FY 21

	FY 2020	FY 2021	Increase/ Decrease
Capital Assets (not depreciated)			
Land	\$ 2,946,395.00	\$ 2,929,667.00	\$ (16,728.00)
Construction in Progress	\$ 33,385,242.00	\$ 40,070,131.00	\$ 6,684,889.00
Total Capital Assets (not depreciated)	\$ 36,331,637.00	\$ 42,999,798.00	\$ 6,668,161.00
Capital Assets (depreciated)			
Buildings	\$ 115,078,331.00	\$ 111,897,107.00	\$ (3,181,224.00)
Improvements	\$ 46,509,455.00	\$ 49,066,271.00	\$ 2,556,816.00
Furniture and Equipment	\$ 14,564,806.00	\$ 14,784,643.00	\$ 219,837.00
Musical Instruments	\$ 7,423,930.00	\$ 9,648,523.00	\$ 2,224,593.00
Computers	\$ 1,717,765.00	\$ 1,715,094.00	\$ (2,671.00)
Vehicles	\$ 14,168,473.00	\$ 17,483,685.00	\$ 3,315,212.00
Total Capital Assets (depreciated)	\$ 199,462,760.00	\$ 204,595,323.00	\$ 5,132,563.00
Accumulated Depreciation	\$ (83,011,100.00)	\$ (85,534,,955.00)	\$ (2,523,855.00)
Total Net Capital Assets (depreciated)	\$ 116,451,660.00	\$ 119,060,368.00	\$ 2,608,708.00
Net Government Activity			
- Capital Assets	\$ 152,783,297.00	\$ 162,060,166.00	\$ 9,276,869.00

Additional information concerning the District's Capital Assets is contained in the notes to the financial statements on page 38.

Debt. *At the close of FY2021 the District's Bonds Payable increased by net \$4,140,000, the accrued compensated absences decreased by \$101,162, and the Lease Revenue Bond (Eisenhower Middle School and Safe Rooms) debt decreased by \$3,350,000.*

Lawton Independent School District No. I-8
Comanche County, Oklahoma
Management's Discussion and Analysis (unaudited)
For the Fiscal Year Ending June 30, 2021

Lawton Independent School District No. 8
Comanche County
Comparison of Long-Term Liabilities
FY 20 vs. FY 21

	<i>FY</i> 2020	<i>FY</i> 2021	<i>Increase/ Decrease</i>	<i>%</i> Change
Bonds Payable	\$26,940,000	\$31,070,000	\$4,130,000	15%
Accrued compensated absences	\$1,578,402	\$1,477,240	\$-101,162	-6%
Lease Revenue Bond	\$45,370,000	\$42,020,000	-\$3,350,000	-7%
Judgements	\$22,531	\$975,000	\$952,469	4227%
Total long-term liabilities	\$73,910,933	\$75,542,240	\$1,631,307	2%

Additional information concerning the District's long-term liabilities is contained in the notes to the financial statements on pages 33-35.

General Fund Budgetary Highlights

The revenue shortfall account realized a significant increase during FY21. The beginning balance on July 1, 2020 was \$12,344,259 and the ending balance on June 30, 2021 was \$18,209,552 for a total increase in the revenue shortfall fund of \$5,865,293.

Current & Future Issues

The General Fund – 11 projected FY22 budget forecasts total revenue of \$152,342,608 to be up by \$16,699,805 compared to the 2020-21 actual collected revenue of \$135,642,803. A number of revenue sources are expected to increase with the State Aid Factor increasing, student enrollment increases, and ESSR/ARP funds.

The projected State Allocations are up due to the increase in factors and an aggregate increase in student enrollment over the last two years. As always, it is prudent for the district to be intentional with funding and expenditures to secure the future of Lawton Public Schools.

The General Fund – 11 projected expenditures for the FY22 fiscal year are set at \$152,342,608 with salaries projected at \$86,334,913, benefits at \$25,743,358; totaling \$112,078,271 (73.6 % of the budget), and \$40,264,337 for non-salary instructional/operational expends.

The FY22 Building Levy – 21 budget is set at \$4,386,930. The carryover balances in the Building Levy as of July 1, 2018, July 1, 2019, July 1, 2020, and July 1, 2021 were \$2,002,368, \$639,440, \$806,148, and \$2,136,430 respectively. The fund would have been zero at the end of FY20 without important cost saving measures (i.e. termination of SODEXO Maintenance contract).

***Lawton Independent School District No. I-8
Comanche County, Oklahoma
Management's Discussion and Analysis (unaudited)
For the Fiscal Year Ending June 30, 2021***

The FY'21 budgets for Bond Fund -32 (2014), Bond Fund -33 (2017), and Bond Lease Purchase Fund - 34 (2017) will be used to complete projects and make purchases based upon the criteria set forth in the bond language of each bond and driven by strategic planning that utilizes stakeholder collaboration and data to make purchasing decisions. (Bond Fund 31 (2004) was closed out in FY'20).

The FY'21 Municipal Tax Fund - 25 (2010) was closed out in FY21.

The FY22 Municipal Tax Fund -26 (2015) budget of \$1,144,198 has been designated for the window projects, HVAC and roof projects, grounds repair and renovations such as playgrounds and fencing, district vehicles and equipment. Final collections were received in February, 2020.

Contacting the District's Chief Financial Officer

This financial report is intended to provide our citizens, taxpayers, investors and creditors with a general overview of District's finances and to confirm our commitment to accountability for the monies entrusted to our stewardship. If you have questions about this report or need additional financial information, inquiries should be directed to Mr. Lance Gibbs, Lawton Public Schools, 753 NW Ft. Sill Blvd., Lawton, Oklahoma 73507.

BASIC FINANCIAL STATEMENTS

Lawton Independent School District No. 8
Comanche County, Oklahoma
Statement of Net Position – Regulatory Basis
June 30, 2021

	<u>Governmental Activities</u>
ASSETS	
Cash	\$ 60,851,986
Restricted Cash	4,747,989
Investments	696,476
Inventories	223,223
Capital Assets:	
Nondepreciated Capital Assets	42,999,798
Depreciated Capital Assets, Net of Depreciation	<u>119,060,368</u>
 Total Assets	 <u>\$ 228,579,840</u>
 LIABILITIES AND NET POSITION	
Current Liabilities	
Warrants Outstanding	\$ 18,422,684
Long -Term Liabilities	
Due within One Year	12,416,603
Due in More than One Year	<u>62,150,637</u>
 Total Liabilities	 <u>\$ 92,989,924</u>
 Net Position	
Net Investment in Capital Assets	\$ 105,431,402
Restricted for	
Building Services	\$ 2,136,430
Debt Service	9,137,229
Other	18,774
Scholarships	2,500
School Organizations	2,092,437
Unrestricted	<u>16,771,144</u>
Total Net Position	<u><u>\$ 135,589,916</u></u>

See Notes to Financial Statements

Lawton Independent School District No. 8
Comanche County, Oklahoma
Statement of Activities – Regulatory Basis
For the Year Ended June 30, 2021

<i>Functions/Programs</i>	Program Revenues			Net (Expense) Revenue and Changes in Net Position <u>Primary Government</u>	
	Expenses	Charges for Services	Operating Grants and Contributions		Capital Grants and Contributions	Governmental Activities
Primary Government					
Governmental Activities					
Instruction	\$ 64,823,347	\$ 197,073	\$ 29,821,858	\$ -	\$ (34,804,416)
Support Services	54,641,843	1,416,571	398,922	-	(52,826,350)
Operation of Noninstructional Services	11,509,070	1,587,622	7,822,262	32,102	(2,067,084)
Interest on long-term debt	569,185	-	-	-	(569,185)
Depreciation - unallocated	7,716,315	-	-	-	(7,716,315)
Total Governmental Activities	\$ 139,259,760	\$ 3,201,266	\$ 38,043,042	\$ 32,102	\$ (97,983,350)
General Revenues					
Taxes					
Property taxes, levied for general purposes					16,116,313
Property taxes, levied for building purposes					2,304,267
Property taxes, levied for sinking fund purposes					8,549,325
General Taxes					9,931,635
State aid - formula grants					65,425,536
Federal aid - formula grants					4,997,530
Investment Earnings					233,831
Total General Revenues					\$ 107,558,437
Change in Net Position					\$ 9,575,087
Net Position - Beginning					126,014,829
Net Position - Ending					\$ 135,589,916

See Notes to Financial Statements

Lawton Independent School District No. 8
Comanche County, Oklahoma
Balance Sheet – Governmental Funds – Regulatory Basis
June 30, 2021

	General Fund	2014 Bond Fund 32	2017 Bond Fund 33	Lease Revenue 2017 Bond Fund 34	Sinking Fund	Other Governmental Funds	Total
Assets							
Cash and Cash Investments	\$ 35,825,367	\$ 7,995,932	\$ -	\$ -	\$ 9,114,698	\$ 5,253,273	\$ 58,189,270
Restricted Cash	-	-	7,390,938	994	-	-	7,391,932
Pooled Cash and Investments	362,112	-	-	-	-	334,364	696,476
Investment in Judgment	-	-	-	-	-	-	-
Inventories - Supplies, materials	161,861	-	-	-	-	-	161,861
Total Assets	\$ 36,349,340	\$ 7,995,932	\$ 7,390,938	\$ 994	\$ 9,114,698	\$ 5,587,637	\$ 66,439,539
Liabilities							
Warrants Outstanding	\$ 18,139,788	\$ 24,621	46,204	\$ -	\$ -	\$ 212,072	\$ 18,422,685
Due to Other Funds	-	-	-	-	-	-	-
Total Liabilities	\$ 18,139,788	\$ 24,621	\$ 46,204	\$ -	\$ -	\$ 212,072	\$ 18,422,685
Fund Balances							
Nonspendable	\$ 161,861	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 161,861
Restricted	-	7,971,311	7,344,734	994	9,114,698	3,283,128	27,714,865
Committed	-	-	-	-	-	2,092,437	2,092,437
Assigned	-	-	-	-	-	-	-
Unassigned	18,047,691	-	-	-	-	-	18,047,691
Total Fund Balances	\$ 18,209,552	\$ 7,971,311	\$ 7,344,734	\$ 994	\$ 9,114,698	\$ 5,375,565	\$ 48,016,854
Total Liabilities and Fund Balances	\$ 36,349,340	\$ 7,995,932	\$ 7,390,938	\$ 994	\$ 9,114,698	\$ 5,587,637	

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the fund. The costs of assets is \$247,595,121 and the accumulated depreciation is \$85,534,955 162,060,166

Federal commodities are distributed to the District to be used by the child nutrition program. Governmental funds are concerned about the flow of financial resources and, therefore, the receipt and usage of commodities are not reported in the governmental funds 61,362

Internal service funds are used by management to charge costs of certain activities, such as insurance to individual funds of the District. These assets and liabilities of the internal service funds, which are reported as proprietary funds rather than governmental funds, are included in governmental activities in the statement of net assets 18,774

Long-term liabilities are not due and payable in the current period and therefore are not reported as liabilities in the funds. Long-term liabilities at year-end consist of:

Bonds Payable	31,070,000	
Lease Purchase	42,020,000	
Compensated Absences	1,477,240	(74,567,240)

Net assets of governmental activities. \$ 135,589,916

See Notes to Financial Statements

Lawton Independent School District No. 8
Comanche County, Oklahoma
Statement of Revenues, Expenditures and
Changes in Fund Balances – Governmental Funds – Regulatory Basis
For the Year Ended June 30, 2021

	General Fund	2014 Bond Fund 32	2017 Bond Fund 33	Lease Revenue 2017 Bond Fund 34	Sinking Fund	Other Governmental Funds	Total
REVENUE							
Property Taxes	\$ 16,116,314	\$ -	\$ -	\$ -	\$ 8,552,966	\$ 2,305,237	\$ 26,974,517
Interest	35,515	-	950	1	-	15,609	52,075
County Revenue	2,670,671	-	-	-	-	-	2,670,671
State Revenue	74,338,160	-	-	-	-	-	74,338,160
Federal Revenue	40,575,076	-	-	-	-	-	40,575,076
Other	<u>1,775,584</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>196,500</u>	<u>2,167,672</u>	<u>4,139,756</u>
Total Revenue	<u>\$ 135,511,320</u>	<u>\$ -</u>	<u>\$ 950</u>	<u>\$ 1</u>	<u>\$ 8,749,466</u>	<u>\$ 4,488,518</u>	<u>\$ 148,750,255</u>
EXPENDITURES							
Current							
Instruction	\$ 69,267,102	\$ -	\$ 1,145,889	\$ -	\$ -	\$ 235,776	\$ 70,648,767
Support Services	52,308,701	2,326,285	1,196,172	-	-	5,900,227	61,731,385
Non-instruction Services	8,292,429	-	-	-	-	378,682	8,671,111
Capital Outlay	102,980	31,263	4,855,682	4,819,007	-	481,081	10,290,013
Other Outlays	35,912	-	-	-	23,272	-	59,184
Debt Service	-	-	-	-	-	-	-
Interest Paid	-	-	-	-	545,913	-	545,913
Principal Retirement	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>5,870,000</u>	<u>-</u>	<u>5,870,000</u>
Total Expenditures	<u>\$ 130,007,124</u>	<u>\$ 2,357,548</u>	<u>\$ 7,197,743</u>	<u>\$ 4,819,007</u>	<u>\$ 6,439,185</u>	<u>\$ 6,995,766</u>	<u>\$ 157,816,373</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	\$ 5,504,196	(2,357,548)	(7,196,793)	\$ (4,819,006)	\$ 2,310,281	\$ (2,507,248)	\$ (9,066,118)
Other Financing Sources							
Transfers	229,616	-	-	-	(2,158)	(227,458)	-
Proceeds of Bonds and Leases	-	3,140,000	2,040,000	4,820,000	-	-	10,000,000
Sale of Capital Assets	<u>131,483</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>131,483</u>
Total Other Financing Sources	<u>\$ 361,099</u>	<u>3,140,000</u>	<u>2,040,000</u>	<u>4,820,000</u>	<u>(2,158)</u>	<u>(227,458)</u>	<u>10,131,483</u>
Net Change in Fund Balances	\$ 5,865,295	782,452	(5,156,793)	994	2,308,123	(2,734,706)	1,065,365
Fund Balances - Beginning	<u>12,344,257</u>	<u>7,188,859</u>	<u>12,501,527</u>	<u>-</u>	<u>6,806,575</u>	<u>8,110,271</u>	<u>46,951,489</u>
Fund Balances - Ending	<u>\$ 18,209,552</u>	<u>\$ 7,971,311</u>	<u>\$ 7,344,734</u>	<u>\$ 994</u>	<u>\$ 9,114,698</u>	<u>\$ 5,375,565</u>	<u>\$ 48,016,854</u>

See Notes to Financial Statements

Lawton Independent School District No. 8
Comanche County, Oklahoma
Reconciliation of the Statement of Revenues, Expenditures and
Changes in Fund Balances – Governmental Funds – Regulatory Basis
For the Year Ended June 30, 2021

*Amounts reported for governmental activities
in the statement of activities are different because:*

Net change in fund balances - total governmental funds		\$ 1,065,365
<p>Governmental funds report capital outlays as expenditures. However, in the statement of activities the costs of those assets are allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which depreciation expense exceeded capital outlays in the current period.</p>		
	Capital Outlay, net Depreciation Expense	\$ 17,506,293 <u>(7,716,315)</u> 9,789,978
<p>The net effect of various miscellaneous transactions involving capital assets (i.e., sales, trade-ins, and donations) is to decrease net assets.</p>		
		(513,110)
<p>In the statement of activities, compensated absences are measured by the amounts earned and unused during the year. In governmental funds, expenditures is the amount of financial resources used (essentially the amounts actually paid). This year, compensated absences earned were more than the amounts used.</p>		
		101,163
<p>Proceeds of general obligation debt provide current financial resources for governmental funds but issuing debt increases long-term liabilities in the statement of net assets.</p>		
		(10,000,000)
<p>Repayment of debt is an expenditure in the governmental funds, but repayment of debt reduced long-term liabilities in the statement of net assets</p>		
	Bonds payable Lease payable	\$ 5,870,000 <u>3,350,000</u> 9,220,000
<p>The receipt of USDA commodities are not reported as revenue in the governmental funds but are reflected in the statement of net assets</p>		
		(92,940)
<p>Internal service funds are used to charge costs of workers' compensation to individual funds. The governmental funds included expenditures of \$20,000. The expenses of the governmental activities however reflects the actual costs incurred, \$15,369. The difference represents the undercharge by the internal service funds that is allocated back to governmental activities and transfers</p>		
		<u>4,631</u>
Change in net assets position of governmental activities.		<u>\$ 9,575,087</u>

See Notes to Financial Statements

Lawton Independent School District No. 8
 Comanche County, Oklahoma
 Statement of Net Position – Proprietary Funds – Regulatory Basis
 June 30, 2021

	<u>Internal Service Funds</u>	<u>Workers' Compensation</u>
ASSETS		
Cash and Cash Investments	\$ 18,774	
Total Assets	<u>\$ 18,774</u>	
 LIABILITIES		
Warrants Outstanding	<u>\$ -</u>	
 NET POSITION		
Restricted	<u>\$ 18,774</u>	

See Notes to Financial Statements

Lawton Independent School District No. 8
 Comanche County, Oklahoma
 Statement of Changes in Fund Net Position – Proprietary Funds – Regulatory Basis
 For the Year Ended June 30, 2021

		<u>Internal Service Funds</u>	
			<u>Workers' Compensation</u>
Operating Revenues			
Charges to other funds	\$	20,000	
Total Operating Revenues	\$	20,000	
Operating Expenses			
Other Outlays	\$	15,369	
Total Operating Expenses	\$	15,369	
Change in net position		4,631	
Net Position- Beginning		14,143	
Net Position- Ending	\$	18,774	

See Notes to Financial Statements

Lawton Independent School District No. 8
Comanche County, Oklahoma
Statement of Cash Flows– Proprietary Funds – Regulatory Basis
For the Year Ended June 30, 2021

	<u>Internal Service Funds Workers' Compensation</u>
Cash Flows from Operating Activities	
Received from assessments made to other funds	\$ 20,000
Payments of claims	<u>(15,598)</u>
Net cash used by operating activities	<u>\$ 4,402</u>
Cash Flows from Noncapital Financing Activities	
Operating transfers to other funds	<u>\$ -</u>
Net increase (decrease) in cash	\$ 4,402
Cash and cash equivalents, Beginning	<u>14,372</u>
Cash and cash equivalents, Ending	<u><u>\$ 18,774</u></u>
Cash Flows from Operating Activities	
Operating loss	\$ 4,631
Adjustments to reconcile operating loss to	
Net cash provided (used) by operating activities	
Warrants Outstanding	<u>(229)</u>
Net cash provided (used) by operating activities	<u><u>\$ 4,402</u></u>

See Notes to Financial Statements

Lawton Independent School District No. 8
Comanche County, Oklahoma
Statement of Fiduciary Net Position – Regulatory Basis
June 30, 2021

	<u>Private- Purpose Trust</u>
ASSETS	
Cash and Cash Investments	\$ -
Pooled Cash and Investments	43,987
Investments	<u>158,126</u>
Total Assets	<u>\$ 202,113</u>
LIABILITIES	
Warrants Outstanding	<u>\$ 1,500</u>
NET POSITION	
Restricted for Scholarships	<u><u>\$ 200,612</u></u>

See Notes to Financial Statements

Lawton Independent School District No. 8
 Comanche County, Oklahoma
 Statement of Changes in Fiduciary Net Position – Regulatory Basis
 For the Year Ended June 30, 2021

	<u>Private- Purpose Trust</u>
Additions:	
Interest	<u>\$ 18,718</u>
Total Additions	<u>\$ 18,718</u>
Deductions	
Scholarships Awarded	<u>\$ 7,500</u>
Total Deductions	<u>\$ 7,500</u>
Change In Net Position	\$ 11,218
Net Position- Beginning	<u>189,394</u>
Net Position- Ending	<u><u>\$ 200,612</u></u>

See Notes to Financial Statements

Lawton Independent School District No. 8
Comanche County, Oklahoma
Notes to Financial Statements
June 30, 2021

Note 1 - Summary of Significant Accounting Policies

The Reporting Entity - The Lawton Independent School District No. 8 (the District) is a corporate body for public purposes created under Title 70 of the Oklahoma Statutes and accordingly is a separate entity for operating and financial reporting purposes. The District is part of the public school system of Oklahoma under the general direction and control of the State Board of Education and is financially dependent on the State of Oklahoma for support. The general operating authority for the public school system is the Oklahoma School Code contained in Title 70 of the Oklahoma Statutes.

The governing body of the District is the Board of Education composed of elected members. The appointed superintendent is the executive officer of the District. There are no component units included within the reporting entity.

Financial Statement Presentation – The District prepares its financial statements in a presentation format that is, in substance, the format established by the Governmental Accounting Standards Board (GASB) Statement 34, *Basic Financial Statement – Management Discussion and Analysis for State and Local Governments*.

GASB Statement 34 established a financial reporting model for state and local governments that included the addition of management’s discussion and analysis, government-wide financial statements and the use elimination of the effects of internal service activities and the use of account groups to the already required fund financial statements and notes.

Basic Financial Statements – Government-Wide Statements

The District’s basic financial statements include both government-wide (reporting the District as a whole) and fund financial statements (reporting the District’s major funds). Both the government-wide and fund financial statements categorize primary activities as either governmental or business type. Governmental activities include programs primarily supported by taxes, State aid, grants and other intergovernmental revenue. The District does not have any activities classified as business-type activities.

In the government-wide Statement of Net Position, the District’s governmental activities are reported on cash receipts and disbursement basis modified as required by the regulations of the Oklahoma Department of Education to include property and equipment, depreciation and long-term debt and obligations. The District’s Net Position are reported in three parts – net investment in capital assets; restricted net position; and unrestricted net position.

The government-wide Statement of Activities reports both the gross and net cost of each of the District’s programs and functions reported on the cash receipts and disbursement basis modified for depreciation. The functions are also supported by general government revenues. The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, operating and capital grants. Direct expenses are those that are clearly identifiable with a specific function. Program revenues must be directly associated with the function. Charges for services include charges and fees to students, or

Lawton Independent School District No. 8
Comanche County, Oklahoma
Notes to Financial Statements
June 30, 2021

customers who purchase, use or directly benefit from the goods, services, or privileges provided by a given function. Operating grants include operating-specific and discretionary (either operating or capital) grants while the capital grants column reflects capital-specific grants.

All interfund transactions between governmental funds and internal service funds are eliminated in the district- wide statements.

The net costs are normally covered by general revenue (property taxes, State and Federal aid, other taxes etc.).

The government-wide focus is more on the sustainability of the District as an entity and the change in the District's net position resulting from the current year's activities. Separate financial statements are provided for governmental funds, proprietary funds and fiduciary funds, even though the latter is excluded from the district- wide financial statements. Major individual governmental funds are reported in separate columns in the fund financial statements.

Basic Financial Statements – Fund Financial Statements

Governmental fund financial statements are reported using the cash receipts and disbursement basis of accounting modified as required by the Oklahoma Department of Education to include investments, inventories on hand, encumbrances issued and warrants outstanding. The fund financial statements provide reports on the financial condition and results of operations of governmental, proprietary, and fiduciary fund categories. Since resources in the fiduciary funds cannot be used for District operations, they are not included in the district-wide statements.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses result from providing services and producing and delivering goods in connection with the proprietary fund's principal ongoing operations. All other revenues and expenses are nonoperating.

The District reports the following major governmental funds:

- General Fund is the primary operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.
- 2014 Bond Fund 32 is used to account for proceeds from long-term financing and revenues and expenditures related to voter authorized construction and other capital asset acquisitions.
- 2017 Bond Fund 33 is used to account for proceeds from long-term financing and revenues and expenditures related to voter authorized construction and other capital asset acquisitions.
- Lease Revenue 2017 Fund 34 is used to account for proceeds from long-term financing and revenues and expenditures related to voter authorized construction and other capital asset acquisitions.
- Sinking Fund is used to account for the accumulation of funds for the periodic payment of principal and interest on general long-term debt.

Lawton Independent School District No. 8
Comanche County, Oklahoma
Notes to Financial Statements
June 30, 2021

Additionally, the District reports the following fund types that are included in other governmental funds:

- Building Fund is used to account for monies derived from the building fund levy and rental of facilities to be used for erecting, remodeling, repairing or maintaining school buildings, paying energy and utility costs; paying fire and casualty insurance premiums for school facilities, security systems and personnel.
- Municipal Tax Funds are used to account for financial resources to be used for the acquisition or construction of major capital facilities and equipment as approved by voters for a special sales tax.
- 2004 Bond Fund 31 are used to account for proceeds from long-term financing and revenues and expenditures related to voter authorized construction and other capital asset acquisitions.
- Special Revenue Funds – The District accounts for resources restricted to, or designated for, specific purposes by the District or a grantor in a special revenue fund.
- Activity Fund is special revenue fund the district accounts for resources and expenditures incurred by the student activity groups.
- Proprietary Funds- Internal Service Funds – Revenues and expenses related to services provided to organizations within the District on a cost reimbursement basis are accounted for in the internal service fund. The District's Internal Service Funds are the Workers' Compensation Fund (which is used only to fund remaining claims after self-insurance was discontinued in 2000)
- Fiduciary Funds- Private purpose trust fund - The District accounts for resources held in a trust or custodial capacity for individuals or private organizations. These funds are primarily used for scholarships.

Basis of Accounting - Basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements. It relates to the timing of the measurements made regardless of the measurement focus applied.

As to basis of accounting, the basic financial statements are essentially prepared on a basis of cash receipts and disbursements, modified as required by the regulations of the Oklahoma Department of Education as follows:

- Encumbrances represented by purchase orders, contracts and other commitments for the expenditure of monies are recorded as expenditures when approved.
- Vendor obligations due and payable for goods and services received are recorded as a reduction of the encumbrance when received and a payable until paid.
- Warrants/Checks payable are recorded as liabilities when issued.
- Investments and inventories are recorded as assets when purchased and reduced when used or sold.
- Capital assets in the government-wide statements are recorded when acquired and depreciated over their useful lives.
- Long-term debt reported in the government-wide statements is recorded when incurred.
- Accrued compensated absences are recorded as an expenditure and liability when the obligation is incurred.

Lawton Independent School District No. 8
Comanche County, Oklahoma
Notes to Financial Statements
June 30, 2021

This basis of accounting differs from accounting principles generally accepted in the United States of America, which would have required the government-wide financial statements as well as the fiduciary fund financial statements to be presented on the accrual basis of accounting. The fund financial statement under accounting principles generally accepted in the United States of America would have been presented on the modified accrual basis of accounting.

Inventories - Inventories in the general fund consist of expendable supplies held for the District's use and are carried at cost using the first-in, first-out method. Inventories are accounted for using the consumption method where materials and supplies are recorded as an expenditure when used rather than when purchased.

On the government-wide financial statements, United States Department of Agriculture (USDA) food commodities are recorded as revenue when received at fair value at the date of receipt and as an expense when used. USDA food commodities are not reported in the governmental funds. The inventory expense related to fixed assets available for sale will be recorded when the assets are sold.

Capital Assets - Capital assets purchased or acquired with an original cost of \$5,000 or more are reported at historical cost or estimated historical cost. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred. Depreciation on all assets is provided on the straight-line basis over the following estimated useful lives:

• School Buildings	50 years
• Improvements	25 years
• Band Instruments	7 years
• Computers and Related Equipment	5 years
• Furniture and Equipment	10 years
• Vehicles	12 years

Compensated Absences – Sick leave is provided to all personnel who work more than 172 contract days per year. Employees on 9 or 10-month contracts earn 10 days per year. Employees on 12-month contracts earn 12 days per year. The District has a sick leave accumulation incentive program to encourage accumulation of sick leave by offering a stipend at time of termination or retirement. The stipend is based on a tier system, which pays a different rate per day for each tier, from \$5 per day to \$20 per day. The maximum amount of the stipend is \$3,000.

Personnel in a full-time position, six or more hours per day, earn vacation time based on years of service. Those with less than 4 years of service earn 1 day per month of employment up to a maximum of 10 days per year and accumulated maximum of 20 days. Those with 4 or more years of service earn 1.5 days per month of employment up to a maximum of 15 days per year and an accumulated maximum of 30 days. Upon retirement or termination, the accumulated days are reimbursed at the employee's effective rate of pay.

Budgets and Budgetary Accounting - The District is required by state law to prepare an annual budget. A

Lawton Independent School District No. 8
Comanche County, Oklahoma
Notes to Financial Statements
June 30, 2021

preliminary budget must be submitted to the Board of Education by December 31 for the fiscal year beginning the following July 1. Because a majority of voters of the District approved a permanent levy in 2001 for the emergency levy and local support levy, an election to approve the levy is no longer held.

No later than October 1, each board of education shall prepare a financial statement and estimate of needs to be filed with the applicable county clerk and the State Department of Education. Once the county excise board has approved the estimate of needs, the board shall adopt a final budget within 45 days or the second regularly scheduled board meeting. No later than 15 days prior to adoption of a final budget, the board must conduct a public hearing for purposes of taking public comments. The final budget may be revised upon approval of the Board of Education in open meeting.

A budget is legally adopted by the Board of Education for the General Fund, Building Fund and the Debt Service Fund that includes revenues and expenditures.

Budgets generally assume the expenditure of all available resources. Therefore, when the legal budget is prepared, it is assumed these funds will not have a carryover balance to a subsequent year. Program revenue received but not spent is restricted and deferred to the subsequent fiscal year.

Encumbrances - Encumbrances represent commitments related to unperformed contracts for goods or services. Encumbrance accounting, under which purchase orders, contracts, and other commitments for the expenditures of resources are recorded as expenditures of the applicable funds, is used.

Cash and Cash Equivalents - The District considers all cash on hand, demand deposits, money market checking and certificates of deposit, held at an individual bank which are subject to early withdrawal penalties no matter what the maturity period, to be cash. All short-term cash surpluses are maintained in a cash pool, the earnings from which are allocated to each fund based on month-end deposit balances. State statutes require collateral for deposits in excess of insured amounts. The collateral's market value must exceed the insured deposit.

Investments - The District's investment policies are governed by state statutes. Permissible investments include:

1. Direct obligations of the United States Government and Agencies
2. Obligations to the payment of which the full faith and credit of the State of Oklahoma is pledged
3. Certificates of deposit of savings and loan associations and bank and trust companies secured by acceptable collateral
4. Savings accounts or savings certificates of savings and loan associations that are fully insured
5. County, municipal and school district direct debt obligations
6. Money market mutual funds regulated by the Securities and Exchange Commission
7. Warrants, bonds or judgments of the school district
8. Qualified pooled investment programs

Property Tax Revenues - The District is authorized by state law to levy property taxes, which consist of ad valorem taxes on real and personal property within the District. The County Assessor, upon receipt of the certification of tax levies from the county excise board, extends the tax levies on the tax roll for

Lawton Independent School District No. 8
Comanche County, Oklahoma
Notes to Financial Statements
June 30, 2021

submission to the county treasurer prior to October 1. The county treasurer must commence tax collection within fifteen days of receipt of the tax rolls. The first half of taxes is due prior to January 1. The second half is due prior to April 1.

If the first payment is not made timely, the entire tax becomes due and payable on January 1. Second half taxes become delinquent on April 1 of the year following the year of assessment. If not paid for a period of three years or more as of the date such taxes first become due, the property is offered for sale.

State Revenues - Revenues from state sources for current operations are primarily governed by the state aid formula under the provisions of Article XVIII, Title 70, Oklahoma Statutes. The State Board of Education administers the allocation of state aid funds to school districts based on information accumulated from the districts. Approximately 59% of the District's revenue comes from state sources.

After review and verification of reports and supporting documentation, the State Department of Education may adjust subsequent fiscal period allocations of money for prior year errors disclosed by review. Normally, such adjustments are treated as reductions or additions of revenue of the year when the adjustment is made.

The District receives revenue from the state to administer certain categorical educational programs. State Board of Education rules require that revenue earmarked for these programs be expended only for the programs for which the money is provided and require that the money not expended as of the close of the fiscal year be carried forward into the following year to be expended for the same categorical programs. The State Department of Education requires that categorical educational program revenues be accounted for in the general fund.

Interfund Transfers - During the course of normal operations, the District has transactions between funds including expenditures and transfers of resources to provide services, purchase assets and service debt. Transactions that are normal and recurring between funds are recorded as transfers.

Use of Estimates – The preparation of financial statements requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Note 2 -Net Position and Fund Balance

District-Wide Financial Statements – When the District incurs an expense for which it may use either restricted or unrestricted Net Position, it uses restricted Net Position first unless unrestricted Net Position will have to be returned because they were not used. Net Position on the Statement of Net Position include the following:

Net Investment in Capital Assets – The component of net position that reports the difference between capital assets less both the accumulated depreciation and the outstanding balance of debt, excluding unspent proceeds, that is directly attributable to the acquisition, construction or

Lawton Independent School District No. 8
Comanche County, Oklahoma
Notes to Financial Statements
June 30, 2021

improvement of these capital assets.

Restricted for Debt Service – The component of net position that reports the amount of funds restricted for payment of principal and interest on debt. This amount is restricted by enabling legislation and debt covenants.

Restricted for Capital Projects – The component of net position that reports the amount of funds restricted for capital projects being funded by lease revenue bonds from Comanche County Educational Facilities Authority.

Restricted for Buildings – The component of net position that reports the excess of property taxes and other revenue collected in excess of expenses for operation of the District's buildings. This amount is restricted by enabling legislation.

Restricted for School Organizations – The component of net position that report the assets restricted for use by student organizations and extracurricular activities. This amount is restricted by regulations of the Oklahoma State Department of Education.

Restricted for Scholarships – the component of net position that report the assets restricted for scholarships.

Restricted for Other – The component of net position that reports the assets restricted for payment of sick leave incentive program, outstanding workers' compensation claims, and unemployment claims for employees paid with federal salaries.

Unrestricted – The difference between assets and liabilities that is not reported as restricted for any particular purpose.

The government-wide statement of net position reports \$13,387,370 of restricted net position.

Governmental Fund Financial Statements – The governmental fund financial statements present fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which the District is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent. The classifications used in the governmental fund financial statements are as follows:

Nonspendable: This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) are legally or contractually required to be maintained intact. The District has classified inventory as being nonspendable as these items are not expected to be converted to cash or are not expected to be converted to cash within the next year.

Restricted: This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation. The District has classified school

Lawton Independent School District No. 8
Comanche County, Oklahoma
Notes to Financial Statements
June 30, 2021

construction expenditures as being restricted because their use is restricted by state statute or legislation regarding use of expenditures. Debt service resources are to be used for future servicing of the revenue note and are restricted through debt covenants. Other purposes are restricted for scholarship purposes from contributors.

Committed: This classification includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the Board of Education. These amounts cannot be used for any other purpose unless the Board of Education removes or changes the specified use by taking the same type of action (resolution) that was employed when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements. The District has classified school program activities as being committed because their use is imposed by the Board of Education regarding use of expenditures.

Assigned: This classification includes amounts that are constrained by the District's intent to be used for a specific purpose but are neither restricted nor committed. This intent can be expressed by the Board of Education or through the Board of Education delegating this responsibility to management through the budgetary process. As of June 30, 2021, the District does not have assigned fund balances.

Unassigned: This classification includes the residual fund balance for the General Fund. The unassigned classification would also include any negative residual fund balance of any other governmental fund that cannot be eliminated by offsetting of assigned fund balance amounts. The District has not established a formal stabilization arrangement regarding minimum funding requirements.

As of June 30, 2021, fund balances are comprised of the following:

	General Fund	2014 Bond Fund 32	2017 Bond Fund 33	Lease Revenue 2017 Fund 34	Sinking Fund	Other Governmental Funds	Total Governmental Funds
Nonexpendable							
Inventory	\$ 161,861	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 161,861
Restricted							
Debt Service	-	-	-	-	9,114,698	-	9,114,698
School Construction and Fixed Assets	-	7,971,311	7,344,734	994	-	1,144,198	16,461,237
Building Operation and Maintenance	-	-	-	-	-	2,136,430	2,136,430
Scholarships	-	-	-	-	-	2,500	2,500
Committed							
School Organizations	-	-	-	-	-	2,092,437	2,092,437
Assigned							
School Construction and Fixed Assets	-	-	-	-	-	-	-
Unassigned	18,047,691	-	-	-	-	-	18,047,691
	<u>\$ 18,209,552</u>	<u>\$ 7,971,311</u>	<u>\$ 7,344,734</u>	<u>\$ 994</u>	<u>\$ 9,114,698</u>	<u>\$ 5,375,565</u>	<u>\$ 48,016,854</u>

The District would typically use restricted fund balances first, followed by committed resources, and then assigned resources, as appropriate opportunities arise, but reserves the right to selectively spend unassigned resources first to defer the use of these other classified funds.

Lawton Independent School District No. 8
Comanche County, Oklahoma
Notes to Financial Statements
June 30, 2021

Note 3 - Cash and Investments

Deposits – At June 30, 2021, the bank balance of deposits and cash pools was \$60,874,517. Custodial credit risk is the risk that in the event of a bank failure, the District’s deposits may not be returned to it. The District’s policy requires collateral for all deposits not covered by Federal Deposit Insurance Corporation insurance. At June 30, 2021, the District was not exposed to custodial credit risk.

Investments - The District participates in an external investment pool, Oklahoma Public School Liquid Asset Pool (OLAP). The plan is sponsored by the Oklahoma State School Boards Association, Cooperative Council of Oklahoma School Administration, Organization of Rural Oklahoma Schools and the Oklahoma Association of School Business Officials. OLAP is governed through an inter local cooperative agreement and the investment advisors and other professionals are competitively selected. OLAP reported value and fair market value are equal at June 30, 2021. To receive a copy of the Oklahoma Public School Liquid Asset Pool annual audit report, call toll free 1-866-472-6527 or visit www.OLAPonline.org. OLAP’s portfolio consists of cash and short-term investments valued at amortized cost which approximates fair value. OLAP invest in obligations of the U.S Government, its agencies and instrumentalities and repurchase agreements, provided that the underlying collateral consists of obligations of the U.S. government, its agencies and instrumentalities and the OLAP custodian takes delivery of the collateral. Total external pool investments at June 30, 2021 are \$740,463 which are shown on the statement of net position as unrestricted \$696,476 and on the statement of fiduciary net position at \$43,987.

The District holds the following investments in the endowment fund:

<u>Type of Investment</u>	<u>Cost</u>	<u>Fair Value</u>	Investment Maturities (in Years)			
			Less than 1 Year	1-5 Years	6-10 Years	Over 10 Years
Money-Market Mutual Funds	\$ 149,759	\$ 149,759	\$ 149,759	\$ -	\$ -	\$ -
Fixed Income	8,367	8,367	8,367	-	-	-
	<u>\$ 158,126</u>	<u>\$ 158,126</u>	<u>\$ 158,126</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Credit Risk - Investments – Credit risk is the risk that the issuer or other counterparty to an investment will not fulfill its obligations. The District does not have a formal policy limiting its exposure arising from concentration of investments. Investments held by the District in investment pools (sweep accounts and external investment pools) are considered unclassified as to custodial credit risk because they are not evidenced by securities that exist in physical or book entry form. OLAP held securities of \$740,463 have Standard & Poor’s ratings of 16.80 percent AA+, 5.71 percent AAAM, and 77.49 percent NR. Securities with NR rating are bank deposit accounts. Investments held in the endowment fund in money market mutual funds and federal agencies are rated Aaa by Moody’s. Investments within the mutual funds are rated based on individual holdings of each fund. The mutual funds as a whole are not rated.

Investment Interest Rate Risk – Interest rate risk is the risk that changes in interest rates will adversely affect the fair market value of an investment. Due to the nature of the District’s external investment

Lawton Independent School District No. 8
Comanche County, Oklahoma
Notes to Financial Statements
June 30, 2021

pool and mutual funds, there are no defined maturity dates. The risk related to investments in the endowment fund are shown in the table above. The District does not have a formal policy that limits investment maturities as a means of managing its exposure to fair value losses from increasing interest rates.

Note 4 - Long-Term Liabilities

The long-term liability balances and activity for the year were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due within One Year
Bonds payable (Direct Placement)	\$ 26,940,000	\$ 10,000,000	\$ 5,870,000	\$ 31,070,000	\$ 7,880,000
CCPFA Lease Purchase (Direct Borrowing)	45,370,000	-	3,350,000	42,020,000	4,400,000
Compensated absences	1,578,403	683,014	784,177	1,477,240	136,603
	<u>\$ 73,888,403</u>	<u>\$ 10,683,014</u>	<u>\$ 10,004,177</u>	<u>\$ 74,567,240</u>	<u>\$ 12,416,603</u>

Payments on bonds are made by the debt service fund with property taxes. The lease purchase is liquidated with general obligation bond proceeds. Compensated are generally liquidated by the general fund.

Bonds: Bonds payable June 30, 2021, is composed of the following individual general obligation bond issues:

Original Issue Amount	Purpose	Issue Date	Final Payment	Interest Rates	Maturity
14,380,000	Combined Purpose	3/1/2019	3,595,000	2.000%	3/1/2024
8,000,000	Combined Purpose	3/1/2020	2,000,000	2.000%	3/1/2025
3,060,000	Building Bonds	2/1/2018	1,020,000	Variable	2/1/2022
3,775,000	Combined Purpose	12/1/2017	1,265,000	Variable	12/1/2021
9,000,000	Combined Purpose	3/1/2021	2,500,000	Variable	3/1/2026
1,000,000	Building Bonds	3/1/2021	1,000,000	Variable	3/1/2023

Lawton Independent School District No. 8
Comanche County, Oklahoma
Notes to Financial Statements
June 30, 2021

The annual requirements to amortize all bond debt outstanding as of June 30, 2021 including interest payments are as follows:

Year Ending June 30	Principal	Interest	Total
2022	\$ 7,880,000	\$ 507,913	\$ 8,387,913
2023	8,095,000	359,800	8,454,800
2024	8,095,000	226,900	8,321,900
2025	4,500,000	90,000	4,590,000
2026	2,500,000	25,000	2,525,000
	<u>\$ 31,070,000</u>	<u>\$ 1,209,613</u>	<u>\$32,279,613</u>

State statutes prohibit the District from becoming indebted in an amount exceeding the revenue to be received for any fiscal year without approval by the District's voters. Bond issues have been approved by the voters and issued by the District for various capital improvements. These bonds are required to be fully paid serially within 25 years from the date of issue. General obligation bonded debt of the District is limited by state law to 10% of the assessed valuation of the District. The legal debt limit at June 30, 2021 is \$42,753,690.

Proceeds of general obligation bond issues are recorded in the bond fund and at least 85% of the proceeds are restricted to the use for which they were approved in the bond elections.

The District has entered financing arrangements with Comanche County Educational Facilities Authority (see Note 13). These financing arrangements are accounted for as capital leases, since for accounting purposes the title transfers at the end of lease term. The leases contain a clause which gives the District the ability to terminate the lease agreements at the end of each fiscal year.

The schedule of future minimum lease payments under the capital leases and the present value of the net minimum lease payments for years ending June 30, are as follows:

Year Ending June 30	Future Minimum Lease Payments	Less Interest	Present Value of Minimum Lease Payments
2022	\$ 5,709,822	\$ (1,309,822)	\$ 4,400,000
2023	10,462,982	(1,172,982)	9,290,000
2024	4,564,063	(884,063)	3,680,000
2025	6,219,615	(769,615)	5,450,000
2026	5,310,120	(600,120)	4,710,000
Thereafter	15,106,649	(616,649)	14,490,000
	<u>\$ 47,373,251</u>	<u>\$ (5,353,251)</u>	<u>\$ 42,020,000</u>

Lawton Independent School District No. 8
Comanche County, Oklahoma
Notes to Financial Statements
June 30, 2021

Pledged Revenues

The District has pledged \$65,208,647 of future issuances of general obligation bonds to repay \$55,000,000 plus interest lease revenues bonds with Comanche County Educational Facilities Authority (CCEFA). Proceeds from the lease revenues bonds are to be for the construction and placement of improvements on real property. The general obligation bonds of the District will be issued prior to the payment due to of lease purchase payments to CCEFA. One hundred percent of the general obligation bonds will be used to pay the lease revenue bond payments and bond issuance costs. The annual payments started June 1, 2019 and will continue with final payment due to CCEFA on June 1, 2028.

Property tax revenues collected by the District are pledged to repay the District's General Obligation Bonds. As of June 30, 2021, \$31,070,000 general obligations were outstanding and \$74,465,000 of general obligations bonds were authorized but not issued as of June 30, 2021. Current year had collected \$8,552,966 of pledged revenues and paid \$6,415,913 of principal and interest expenses toward obligations.

Note 5 - Employee Retirement System

Teachers' Retirement System of Oklahoma

Plan Description – The System provides retirement and disability benefits, annual cost of living adjustments, and death benefits to plan members and beneficiaries. The ability to establish and amend benefit provisions is the responsibility of the state legislature. The System issues a publicly available financial report that includes financial statements and required supplementary information for the employees of the District. The System issues a publicly available financial report that can be obtained at <http://www.ok.gov/trs/>.

Benefits Provided – The System provides defined retirement benefits based on members' final compensation, age, and term of service. In addition, the retirement program provides for benefits upon disability and to survivors upon the death of eligible members. Title 70 O.S. Sec. 17-105 defines all retirement benefits. The authority to establish and amend benefit provisions rests with the State Legislature.

Funding Policy – Under the System, contributions are made by the District, the State of Oklahoma, and the participating employees. Participation is required for all teachers and other certified employees and is optional for all other regular employees of public educational institutions who work at least 20 hours per week.

Contributions – In accordance with *Oklahoma Statutes*, System members are required to contribute 7.00% of applicable compensation. For the year ended June 30, 2021, qualifying employee contributions were reduced by a retirement credit of \$694,754 provided by Enrolled House Bill 1873

Lawton Independent School District No. 8
Comanche County, Oklahoma
Notes to Financial Statements
June 30, 2021

and paid by the State of Oklahoma as on-behalf payments. For the year ended June 30, 2021, the District had a statutory contribution rate of 9.5% plus 7.70% as a match for salaries funded by federal programs. The contribution requirements of System members and the District are established and may be amended by the state legislature.

The District's contributions to TRS (net of retirement credit paid by the State of Oklahoma) for the years ended June 30, 2021 were \$6,630,250 equal to the required contributions for the year.

Pension plan fiduciary net position – Detailed information about the pension plan's fiduciary net position is available in the separately issued TRS financial report that can be obtained at <http://www.ok.gov/trs/>.

Note 6 - Other Post-Employment Benefits (OPEB)

In addition to the retirement plan described in Note 5, the District participates in the state-administered Supplemental Health Insurance Program (OPEB Plan) within Teachers' Retirement System of Oklahoma (the OPEB System), which is a cost-sharing multiple-employer defined benefit OPEB plan administered by the Teacher Retirement System (TRS).

Plan Description – The OPEB System pays a monthly health insurance premium supplement for each retired member who is enrolled in the health insurance plan provided by the State and Education Employees Group Health and Dental Insurance plan or in an insurance program provided by a participating education employer who provides health insurance coverage to former employees, provided the retired member had at least ten (10) years of Oklahoma service prior to retirement.

Benefits Provided – All retirees are eligible except for special retirees (as defined) and spouses and beneficiaries as long as they have at least 10 years of service. Retirees who elect such coverage receive the smaller of (i) a Medicare supplement benefit, if eligible, or (ii) an amount between \$100 and \$105 per month, depending on service and final average compensation. Payments made on the retirees' behalf to the Employees Group Insurance Division of the Office of Management and Enterprise Services, if the member continues health coverage under that Plan, or (ii) to the member's former employer, if the member retains health coverage under a plan maintained by the former employer.

Contributions – Employer and employee contributions are made based upon the TRS Plan provisions contained in State Statute Title 70, as amended. However, the statutes do not specify or identify any particular contribution source to pay the health insurance subsidy. Based on the contribution requirements of Title 70, employers and employees contribute a single amount based on a single contribution rate as described in Note 5; from this amount OTRS allocates a portion of the contributions to the supplemental health insurance program.

OPEB plan fiduciary net position – Detailed information about the OPEB plan's fiduciary net position is available in the separately issued TRS financial report that can be obtained at <http://www.ok.gov/trs/>.

Lawton Independent School District No. 8
Comanche County, Oklahoma
Notes to Financial Statements
June 30, 2021

Note 7 - Commitments and Contingencies

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the District expects such amounts, if any, to be immaterial.

The District is a defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, the District believes the resolution of these matters will not have a material adverse effect on the financial condition of the District. Should a judgment be awarded against the District, it would be levied through the District's sinking fund over a three-year period pursuant to state law. As of June 30, 2021 the District has a judgment payable of \$975,000 that will be paid over three years.

In exchange for \$50, the District entered into a lease with the City of Lawton for use of the original Lawton High School building. The lease has a 50 year term commencing fiscal year 2010. The property will become the City of Lawton's at the end of the lease.

The District has outstanding construction and purchase commitments of approximately \$2,456,647 financed with Bond Fund 32, \$1,889,686 to be financed with Bond Fund 33 and \$938,978 to be financed from other governmental funds sales tax fund 26.

Subsequent to year end the District has entered into remodel/construction projects of approximately \$5 million to be financed with general fund and bond funds.

Note 8 - Risk Management

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions and natural disasters for which the District carries commercial insurance. There have been no significant reductions in coverage from the prior year and settlements have not exceeded coverage in the past three years.

Note 9 - Interfund transactions

Interfund amounts result from short term cash funding in pooled cash. Transfers are used to move revenues to the fund that state statute requires them to be accounted for.

Transfer From	Transfer to	Amount	Nature of Transfer
Activity Fund	General Fund	227,458	Operating transfer
Sinking Fund	General Fund	2,158	Payment of prepaid judgment
		229,616	

Lawton Independent School District No. 8
Comanche County, Oklahoma
Notes to Financial Statements
June 30, 2021

Note 10 – Capital Assets

Capital assets activity for the year ended June 30, 2021, was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
<i>Government Activities:</i>				
<i>Capital assets, not being depreciated</i>				
Land	\$ 2,946,395	\$ 32,036	\$ 48,764	\$ 2,929,667
Construction in progress	33,385,242	40,070,130	33,385,241	40,070,131
Total capital assets, not being depreciated	<u>\$ 36,331,637</u>	<u>\$ 40,102,166</u>	<u>\$ 33,434,005</u>	<u>\$ 42,999,798</u>
<i>Capital assets, being depreciated</i>				
Land Improvements	\$ 46,509,455	\$ 3,500,646	\$ 943,830	\$ 49,066,271
Buildings	115,078,331	-	3,181,224	111,897,107
Buses and Vehicles	14,564,806	861,803	641,966	14,784,643
Furniture and Equipment	7,423,930	2,505,221	280,628	9,648,523
Musical Instruments	1,717,765	7,769	10,440	1,715,094
Computers	14,168,473	3,913,929	598,717	17,483,685
Total capital assets, being depreciated	<u>\$ 199,462,760</u>	<u>\$ 10,789,368</u>	<u>\$ 5,656,805</u>	<u>\$ 204,595,323</u>
Less Accumulated Depreciation	<u>83,011,100</u>	<u>7,716,315</u>	<u>5,192,460</u>	<u>85,534,955</u>
Total capital assets, being depreciated, net	<u>\$ 116,451,660</u>	<u>\$ 3,073,053</u>	<u>\$ 464,345</u>	<u>\$ 119,060,368</u>
Governmental activities capital assets, net	<u>152,783,297</u>	<u>43,175,219</u>	<u>33,898,350</u>	<u>162,060,166</u>
Total Primary Government	<u>\$ 152,783,297</u>	<u>\$ 43,175,219</u>	<u>\$ 33,898,350</u>	<u>\$ 162,060,166</u>

Note 11 - Inventories

Inventory consists of the following at June 30, 2021:

	Balance Sheet Governmental Funds - Regulatory Basis	Statement of Net Position - Regulatory Basis
Fuel:	19,439	19,439
Supplies:	142,422	142,422
USDA Food Commodities:	-	61,362
Total Inventories:	<u>\$ 161,861</u>	<u>\$ 223,223</u>

Note 12 – Lease Revenue Bond Agreements

On March 29, 2018 the Board of Education entered into ground lease and sublease agreements with the Comanche County Educational Facilities Authority (CCEFA), a public trust, for the purpose of facilitating the issuance of the bonds, to provide security for payment of the bonds, and to enable the District to utilize the bond proceeds for the construction and placement of improvements on real property. The lease agreements will remain in effect to June 30, 2028. The Authority advanced

Lawton Independent School District No. 8
Comanche County, Oklahoma
Notes to Financial Statements
June 30, 2021

\$55,000,000 in lease revenue bonds, series 2017, to the District for the acquisition and construction of buildings and improvements. The District will use money received from general obligation debt to repay the lease. The advanced funds are being held in a trust and District remits applications for payments. The balance of the advanced funds is reported as Restricted Cash in Lease Revenue 2017 Fund 34 on Balance Sheet of Governmental Funds and on the Statement of Net Position.

Note 13 – Tax Abatement

The State of Oklahoma has authorized by the Oklahoma State Statutes Title 31 to offer homestead and Veterans exemptions to Ad Valorem property taxes. These exemptions reduce the ad valorem taxes remitted to the District.

For the year ended June 30, 2021, abated property taxes were approximately \$2.6 million.

Note 14 – Subsequent Event

December 2021, the District had removed the investments with OLAP which had the following balances reported as June 30, 2021, \$696,476 in governmental activities on the Statement of Net Position-Regulatory Basis and \$158,126 in the private purpose trust on the Statement of Fiduciary Net Position-Regulatory Basis and deposited the funds into the local bank account.

The District has evaluated subsequent events through the date which the financial statements were available to be issued.

OTHER SUPPLEMENTARY INFORMATION

Lawton Independent School District No. 8
Comanche County, Oklahoma
Combining Balance Sheet – Other Governmental Funds – Regulatory Basis
June 30, 2021

	Building Fund	Municipal Tax Fund 26	2004 Bond Fund 31	Activity Fund	Gifts Fund	Municipal Tax Fund 25	Total
Assets							
Cash and Cash Investments	\$ 2,156,005	\$ 1,258,788	\$ -	\$ 1,758,073	\$ 17,500	\$ 62,907	\$ 5,253,273
Pooled Cash and Investments	-	-	-	334,364	-	-	334,364
Due from Other Funds	-	-	-	-	-	-	-
Total Assets	<u>\$ 2,156,005</u>	<u>\$ 1,258,788</u>	<u>\$ -</u>	<u>\$ 2,092,437</u>	<u>\$ 17,500</u>	<u>\$ 62,907</u>	<u>\$ 5,587,637</u>
Liabilities							
Warrants Outstanding	\$ 19,575	\$ 114,590	\$ -	\$ -	\$ 15,000	\$ 62,907	\$ 212,072
Due to Other Funds	-	-	-	-	-	-	-
Total Liabilities	<u>\$ 19,575</u>	<u>\$ 114,590</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 15,000</u>	<u>\$ 62,907</u>	<u>\$ 212,072</u>
Fund Balances							
Restricted	\$ 2,136,430	\$ 1,144,198	\$ -	\$ -	\$ 2,500	\$ -	\$ 3,283,128
Committed	-	-	-	2,092,437	-	-	2,092,437
Assigned	-	-	-	-	-	-	-
Unassigned	-	-	-	-	-	-	-
Total Fund Balances	<u>2,136,430</u>	<u>1,144,198</u>	<u>-</u>	<u>2,092,437</u>	<u>2,500</u>	<u>-</u>	<u>5,375,565</u>
Total Liabilities and Fund Balances	<u>\$ 2,156,005</u>	<u>\$ 1,258,788</u>	<u>\$ -</u>	<u>\$ 2,092,437</u>	<u>\$ 17,500</u>	<u>\$ 62,907</u>	<u>\$ 5,587,637</u>

Lawton Independent School District No. 8
Comanche County, Oklahoma
Combining Statement of Revenue, Expenditures and Changes in Fund Balance
– Other Governmental Funds – Regulatory Basis
For the Year Ended June 30, 2021

	Building Fund	Municipal Tax Fund 26	2004 Bond Fund 31	Activity Fund	Gifts Fund	Municipal Tax Fund 25	Total
REVENUE							
Property Taxes	\$ 2,305,237	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,305,237
Interest	13,943	-	-	1,666	-	-	15,609
State Revenue	-	-	-	-	-	-	-
Federal Revenue	-	-	-	-	-	-	-
Other	<u>291,110</u>	<u>-</u>	<u>-</u>	<u>1,856,562</u>	<u>20,000</u>	<u>-</u>	<u>2,167,672</u>
Total Revenue	<u>\$ 2,610,290</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,858,228</u>	<u>\$ 20,000</u>	<u>\$ -</u>	<u>\$ 4,488,518</u>
EXPENDITURES							
Current							
Instruction	\$ -	\$ -	\$ -	\$ 235,776	\$ -	\$ -	\$ 235,776
Support Services	1,247,972	3,513,924	-	866,555	18,000	253,776	5,900,227
Non-instruction Services	-	-	-	378,682	-	-	378,682
Capital Outlay	32,036	449,045	-	-	-	-	481,081
Debt Service							
Judgments and Related Interest	-	-	-	-	-	-	-
Interest Paid	-	-	-	-	-	-	-
Principal Retirement	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Expenditures	<u>\$ 1,280,008</u>	<u>\$ 3,962,969</u>	<u>\$ -</u>	<u>\$ 1,481,013</u>	<u>\$ 18,000</u>	<u>\$ 253,776</u>	<u>\$ 6,995,766</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,330,282	(3,962,969)	-	377,215	2,000	(253,776)	(2,507,248)
Other Financing Sources							
Transfers	<u>-</u>	<u>-</u>	<u>-</u>	<u>(227,458)</u>	<u>-</u>	<u>-</u>	<u>(227,458)</u>
Total Other Financing Sources	<u>-</u>	<u>-</u>	<u>-</u>	<u>(227,458)</u>	<u>-</u>	<u>-</u>	<u>(227,458)</u>
Net Change in Fund Balances	1,330,282	(3,962,969)	-	149,757	2,000	(253,776)	(2,734,706)
Fund Balances, Beginning	<u>806,148</u>	<u>5,107,167</u>	<u>-</u>	<u>1,942,680</u>	<u>500</u>	<u>253,776</u>	<u>8,110,271</u>
Fund Balances, Ending	<u>\$ 2,136,430</u>	<u>\$ 1,144,198</u>	<u>\$ -</u>	<u>\$ 2,092,437</u>	<u>\$ 2,500</u>	<u>\$ -</u>	<u>\$ 5,375,565</u>

Lawton Independent School District No. 8
Comanche County, Oklahoma
Combining Statement of Assets and Fund Balances
– Activity Fund
For the Year Ended June 30, 2021

<u>PROJECT NUMBER</u>	<u>PROJECT NAME ACTIVITES</u>	<u>BALANCE JULY 1, 2020</u>	<u>ADDITIONS</u>	<u>DELETIONS</u>	<u>BALANCE JUNE 30, 2021</u>
801	FOOTBALL EXTRAS	8,160	8,717	(10,427)	6,450
802	BOYS BASKETBALL EXTRAS	6,138	3,950	(5,667)	4,421
803	GIRLS BASKETBALL EXTRAS	6,462	4,404	(4,962)	5,904
805	BOYS BASEBALL EXTRAS	970	735	(145)	1,560
806	GIRLS SOFTBALL EXTRAS	3,049	140	(167)	3,023
807	WRESTLING EXTRAS	2,446	2,216	(3,434)	1,228
808	BOYS TENNIS EXTRAS	-	90	(86)	4
809	GIRLS TENNIS EXTRAS	100	90	(86)	104
811	BOYS TRACK EXTRAS	455	-	-	455
812	GIRLS TRACK EXTRAS	164	-	-	164
813	BOYS GOLF EXTRAS	570	-	(172)	399
814	BOYS CROSS COUNTRY EXTRAS	431	-	-	431
815	BOYS SOCCER EXTRAS	249	-	(249)	-
816	GIRLS VOLLEYBALL EXTRAS	1,950	-	(490)	1,460
817	TRAINERS EXTRAS	4,198	-	(185)	4,013
819	ALL SPORTS EXTRAS	17,266	17,031	(1,901)	32,395
820	GIRLS SOCCER EXTRAS	1,409	920	(777)	1,553
821	GIRLS GOLF EXTRAS	190	167	(175)	182
822	GIRLS CROSS COUNTRY EXTRA	36	-	(28)	8
830	DISTRICT ATHLETICS	186,773	(32,186)	(9,185)	145,402
831	DISTRICT CONCESSION	72,601	(26,251)	(37,813)	8,538
833	DISTRICT BASEMENT SUPPLY	-	-	-	-
836	DISTRICT SWIMMING	592	5,642	(4,792)	1,441
840	ATHLETICS (SITES)	214,943	354,904	(355,899)	213,948
850	GENERAL	253,252	141,489	(186,844)	207,898
851	ACADEMIC TEAM	5,333	4,713	(3,966)	6,080
852	AGRICULTURE	26,314	46,711	(50,340)	22,684
853	AP EXAM	15,000	186	(186)	15,000
854	ART	23,783	12,511	(15,141)	21,153
856	ASSISTANCE CLUB	7,195	26,640	(19,630)	14,205
857	ARTS IN EDUCATION	102	-	-	102
858	ACE	16,608	110	(5,079)	11,639
859	ADVANCE PLACEMENT	521	250	(238)	533
860	BAND	12,289	9,984	(10,517)	11,756
861	BUILDERS CLUB	5,649	489	-	6,138
862	BUSINESS	99	50	-	149
863	BOE REIMBURSEMENT	6,257	15,837	(14,929)	7,165
864	CAMPUS CRIME STOPPER	851	-	(135)	715
865	AMERICAN STUDIES CLUB	623	-	-	623
867	CHEERLEADERS	18,760	80,466	(57,547)	41,680
868	CHEMISTRY	1,945	-	(32)	1,912
869	CLOSE-UP	97	-	-	97
870	DISTRICT DEVICES	-	237,821	(15,762)	222,059
871	6TH GRADE TEAM	9,905	1,170	(5,752)	5,323
872	7TH GRADE TEAM	3,629	132	(570)	3,192
873	8TH GRADE TEAM	2,855	-	(1,121)	1,735

Lawton Independent School District No. 8
Comanche County, Oklahoma
Combining Statement of Assets and Fund Balances
– Activity Fund
For the Year Ended June 30, 2021

<u>PROJECT NUMBER</u>	<u>PROJECT NAME ACTIVITIES</u>	<u>BALANCE JULY 1, 2020</u>	<u>ADDITIONS</u>	<u>DELETIONS</u>	<u>BALANCE JUNE 30, 2021</u>
875	CONCESSIONS	18,995	6,233	(14,161)	11,067
876	CHROMEBOOKS	14,202	-	(5,150)	9,052
878	COOKING CLUB	311	-	-	311
880	eSPORTS	201	70	(20)	251
881	CULTURAL AWARENESS	1,063	-	(250)	813
883	COUNSELORS	1,180	-	(138)	1,042
884	ANIME	28	-	-	28
885	DRAMA	4,867	1,814	(1,114)	5,567
886	LETTERMEN CLUB	9,243	-	(1,223)	8,019
887	COMPUTER CLASS	161	-	-	161
888	AFRICAN AMER. MULT.	4,746	353	-	5,099
889	FFA	855	2,940	(2,795)	1,000
890	FCA	2,474	1,309	(1,741)	2,042
891	FCCLA	2,683	1,349	(727)	3,306
892	FBLA	721	165	-	886
893	CHARACTER ED	208	-	-	208
894	FENCING CLUB	1,399	-	(220)	1,179
896	FISHING CLUB	350	-	-	350
898	FFA HORTICULTURE	5,003	4,131	(4,164)	4,970
901	GIFTED/TALENTED	1,758	211	(427)	1,542
902	DRILL TEAM	6,516	19,956	(14,349)	12,123
903	MENTORSHIP PROGRAM	16,319	3,035	(5,288)	14,066
904	NEWSPAPER	3,388	-	(2,333)	1,055
905	LIBRARY	104,921	77,128	(90,345)	91,704
906	KEY CLUB	9,792	12,213	(13,839)	8,165
907	MATHEMATICS	3,645	845	(1,717)	2,773
908	NHS	11,795	6,324	(5,064)	13,055
909	NJHS	10,669	416	(3,648)	7,436
910	MISC. EXPENSE	93,596	30,076	(35,486)	88,186
911	NATIVE AMERICAN CLUB	5,108	-	-	5,108
912	MILITARY CHILD CLUB	4,264	500	(524)	4,240
913	OPEN DOORS	69	-	-	69
914	ORCHESTRA	12,663	7,105	(6,728)	13,040
915	PHYSICS	176	-	-	176
916	PHYSICAL EDUCATION	6,931	-	(3,837)	3,094
917	ROBOTICS	3,889	3,459	(2,736)	4,612
918	PEP CLUB	2,264	956	(1,002)	2,218
919	PICTURES	56,752	20,382	(13,850)	63,284
920	JROTC	18,495	30,125	(20,120)	28,501
921	RENAISSANCE	8,382	6,000	(8,018)	6,365
922	RESOURCE CENTER	6,239	-	-	6,239
924	SCIENCE CLUB	16,330	105	(2,038)	14,397
925	ELECTIVES	4,629	-	-	4,629
926	LPS STROLLING STRING	1,224	-	-	1,224
927	SPANISH CLUB	3,637	229	(1,025)	2,841
928	SPEECH & DEBATE	465	44	(247)	262
929	SPECIAL EDUCATION	9,788	3,070	(2,109)	10,749
930	STOMP TEAM	-	1,000	-	1,000
931	STUDENT COUNCIL	48,634	56,679	(78,277)	27,036
932	HUMAN RESOURCES	16	-	-	16

Lawton Independent School District No. 8
 Comanche County, Oklahoma
 Combining Statement of Assets and Fund Balances
 – Activity Fund
 For the Year Ended June 30, 2021

<u>PROJECT NUMBER</u>	<u>PROJECT NAME ACTIVITIES</u>	<u>BALANCE</u>			<u>BALANCE</u>
		<u>JULY 1, 2020</u>	<u>ADDITIONS</u>	<u>DELETIONS</u>	<u>JUNE 30, 2021</u>
933	STUDENT STORE	9,528	3,452	(4,733)	8,247
934	SENIORS 2020	8,767	(4,119)	(3,826)	822
935	SENIORS 2021	1,456	13,384	(10,005)	4,834
936	SENIORS 2022	6,360	(3,048)	(466)	2,846
937	SENIORS 2023	504	1,406	(511)	1,399
938	SENIORS 2024	3,306	(908)	(525)	1,874
939	AUTISM	2,315	-	-	2,315
941	RUNNING CLUB	474	-	-	474
943	TECHNOLOGY	2,060	305	(325)	2,041
944	TECHNOLOGY STUDENT ASSOC	133	90	-	223
945	TEXTBOOKS	-	182	(182)	-
946	VOCAL MUSIC	17,499	22,333	(20,912)	18,919
947	TECH-NOW	1,335	811	(647)	1,499
948	WAT	110	-	-	110
949	PARTNERS CLUB	125	-	-	125
950	STUDENT SERVICES	128	-	-	128
951	YEARBOOK	47,098	68,443	(59,365)	56,176
952	PARENT INVOLVEMENT	153	-	-	153
953	ACCELERATED READING	95	-	-	95
954	WEIGHTROOM LIFTATHON	2,319	4,990	(4,988)	2,321
955	PHOTOGRAPHY	115	-	-	115
958	AWARDS (STUDENT/STAFF)	350	290	(625)	15
959	CHESS CLUB	193	-	-	193
960	COMMISSION	102,685	20,278	(49,137)	73,826
961	FRIENDS IN NEED	10,901	3,633	(1,928)	12,605
962	LPS CHRISTMAS CHEER	5,644	2,918	(1,939)	6,623
963	SCRAPBOOKING	800	-	-	800
964	INTERACT ROTARY CLUB	14	-	-	14
965	TRANSITION WAT STORE	-	585	(166)	419
969	LAWTON JROTC DRILL MEET	2,808	-	-	2,808
970	X-TENDED TIME	28,495	34,367	(31,611)	31,251
971	X-TENDED TIME BOARD	-	184,689	(184,689)	-
972	ASIA CLUB	-	321	-	321
973	TEEN COUNCIL	82	-	-	82
974	ARCHERY	1,285	300	-	1,585
975	HOLDING ACCOUNT	819	-	(468)	351
976	ETHICS CLUB	-	362	(362)	-
977	SPEECH PATHALOGY	335	-	-	335
978	SCREAM TEAM	-	8,566	(8,518)	47
979	GAY STRAIGHT ALLIANCE	779	-	19	798
980	GRADUATED SENIORS	4,017	11,946	(2,508)	13,454
981	HOMELESS EDUCATION	6,759	11,261	(11,807)	6,214
982	SPORTS MEDIA	-	393	(279)	114
983	YOUTH IN GOVERNMENT	311	-	-	311
984	DESIGNATED CONTRIBUTIONS	108,768	147,687	(25,574)	230,880
985	STAGE PRODUCTION	110	-	-	110
986	FACULTY IN-SERVICE	3	-	-	3
987	TITLE I SUMMER KINDERGART	277	-	-	277
988	VISION IMPAIRED	527	-	-	527
989	AP ECONOMICS	896	-	-	896
990	SPECIAL OLYMPICS	24,135	700	(795)	24,040
991	MEDIA PRODUCTIONS	1,131	-	-	1,131
993	LEADERSHIP	293	481	(229)	545
994	LPS FOUNDATION GRANTS	2,480	68,205	(54,934)	15,750
995	FACULTY FUND	6,579	9,115	(10,550)	5,143
996	PARENT UNIVERSITY	350	1,200	-	1,550
997	IPAD REPAIR/REPLACE	18,520	-	(10,482)	8,038
998	LAWTON COMMUNITY SERVICES	27	-	-	27
		<u>1,942,680</u>	<u>1,874,478</u>	<u>(1,724,718)</u>	<u>2,092,437</u>

Lawton Independent School District No. 8
Comanche County, Oklahoma
Supplemental Schedule
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2021

	Federal CFDA Number	Pass Through Grantor's Project Number	Balance 6/30/2020	Federal Grant Receipts	Federal Grant Expenditures	Balance 6/30/2021
<i>U.S. Dept. of Education</i>						
Direct Program						
Indian Education, Grants to Local Educational Agencies	84.060	561	\$ (60,316)	\$ 203,831	\$ 257,826	\$ (114,311)
Impact Aid	84.041	591/592	\$ -	\$ 4,997,530	\$ 4,997,530	\$ -
Passed Through the Bureau of Indian Education						
Johnson-O'Malley Program	15.130	563/564	\$ 103,835	\$ 61,641	\$ 53,022	\$ 112,454
Passed Through Oklahoma Department of Career and Technology Education						
Vocational Education - Basic Grant to States	84.048	421	\$ (46,256)	\$ 78,718	\$ 99,538	\$ (67,076)
<i>Passed Through State Department of Education:</i>						
		511/512/515/78				
Title I, Grants to Local Educational Agencies	84.010	6	\$ (616,925)	\$ 6,008,025	\$ 6,022,198	\$ (631,098)
		613/615/621				
Special Education - Grants to States	84.027	/625	\$ (746,241)	\$ 2,922,772	\$ 2,961,632	\$ (785,101)
COVID-19 Special Education - CARES Act	84.027	617	-	177,408	177,408	-
Special Education - Preschool Grants	84.173	641/642	(18,292)	64,975	63,796	(17,113)
Special Education Cluster			\$ (764,533)	\$ 3,165,155	\$ 3,202,836	\$ (802,214)
Title II - Part A Supporting Effective Instruction State Grants	84.367	541/786	\$ (88,874)	\$ 88,874	\$ -	\$ -
Title III, Part A - Limited English Proficiency	84.365	571/572/786	(4,473)	47,463	50,155	(7,165)
Title IV - 21st Century Community Learning Centers	84.424	552/786	(22,015)	22,015	-	-
Title X - Part C McKinney Homeless	84.196	596	(12,061)	62,166	65,091	(14,986)
Title I - Part D- Prevention and Intervention	84.013	531/532/786	(5,955)	17,898	18,196	(6,253)
Title IV- Part F- Oklahoma School Climate Transformation Project	84.184F	712	29	3,370	3,370	29
			\$ (44,475)	\$ 152,912	\$ 136,812	\$ (28,375)

Lawton Independent School District No. 8
Comanche County, Oklahoma
Supplemental Schedule
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2021

	Federal CFDA Number	Pass Through Grantor's Project Number	Balance 6/30/2020	Federal Grant Receipts	Federal Grant Expenditures	Balance 6/30/2021
Passed Through State Department of Education:						
COVID-19 Education Stabilization Funds - Elementary and Secondary School Emergency Relief (ESSER) Fund - CARES Act	84.425D	788	-	3,629,075	3,629,075	-
COVID-19 Education Stabilization Funds - Elementary and Secondary School Emergency Relief (ESSER) Fund II	84.425D	793	-	13,459,424	14,787,519	(1,328,095)
Total COVID-19 ESSER Funds			<u>\$ -</u>	<u>\$ 17,088,499</u>	<u>\$ 18,416,594</u>	<u>\$ (1,328,095)</u>
Passed Through State Department of Career and Vocational Education:						
Job Training Department of Rehabilitation Services	84.126	456	48,045	119,406	79,267	88,184
Total U.S. Department of Education			<u>\$ (1,469,499)</u>	<u>\$ 31,964,591</u>	<u>\$ 33,265,623</u>	<u>\$ (2,770,531)</u>
U.S. Department of Agriculture						
Passed Through Oklahoma State Department of Education:						
National School Lunch Program	10.555	763	\$ -	\$ 22,787	\$ 22,787	\$ -
School Breakfast Program	10.553	764	-	-	-	-
Summer Food Service Program	10.559	766	(101,271)	7,283,743	7,183,728	(1,256)
Lunch Program - Commodities	10.555		290	1,392	1,682	-
Summer Food Service Program - Commodities	10.559		154,011	444,824	537,473	61,362
Child Nutrition Cluster			<u>\$ 53,030</u>	<u>\$ 7,752,746</u>	<u>\$ 7,745,670</u>	<u>\$ 60,106</u>
Equipment Assistant Grant	10.579	791	-	32,102	32,102	-
Child and Adult Care Food Program	10.558	769	-	-	-	-
Total U.S. Department of Agriculture			<u>\$ 53,030</u>	<u>\$ 7,784,848</u>	<u>\$ 7,777,772</u>	<u>\$ 60,106</u>
U.S. Department of Defense						
Direct Program						
Competitive Grants: Promoting K-12 Student Achievement at Military-Connected Schools-- Middle Schools	12.556	777	\$ (109,465)	\$ 109,465	\$ -	\$ -
Competitive Grants: Promoting K-12 Student Achievement at Military-Connected Schools-- Elementary Schools	12.556	775	\$ (11,531)	\$ 462,529	\$ 459,068	\$ (8,070)
Competitive Grants: Promoting K-12 Student Achievement at Military-Connected Schools-- High Schools	12.556	779	\$ (61,160)	\$ 523,332	\$ 462,172	\$ -
Invitational Grants for Military-Connected Schools-Special Education	12.557	778	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total U.S. Dept. of Defense			<u>\$ (182,156)</u>	<u>\$ 1,095,326</u>	<u>\$ 921,240</u>	<u>\$ (8,070)</u>
Total Expenditures of Federal Awards			<u>\$ (1,598,625)</u>	<u>\$ 40,844,765</u>	<u>\$ 41,964,635</u>	<u>\$ (2,718,495)</u>

Lawton Independent School District No. 8
Comanche County, Oklahoma
Notes to Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2021

Note A: Basis of Presentation

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Lawton Independent School District No. 8, Comanche County, Oklahoma under programs of the federal government for the year ended June 30, 2021. The information in this Schedule is presented in accordance with the requirements of *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Lawton Independent School District No.8, Comanche County, OK, it is not intended to and does not present the basic financial statements as listed in the table of contents, of Lawton Independent School District No. 8, Comanche County, OK.

Note B: Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on using the cash basis of accounting. Some amounts presented in the schedule may differ from amounts presented in, or used in the preparation of the basic financial statements. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, where certain types of expenditures are not allowable or are limited as to reimbursement. Nonmonetary assistance is reported in the schedule at the fair market value of commodities received.

Note C: Indirect Cost Rate

Lawton Independent School District No. 8, Comanche County, Oklahoma has elected not to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

Note D: Subrecipients

Lawton Independent School District No. 8, Comanche County, Oklahoma did not have any awards that have been passed through to subrecipients.

Note E: Beginning Balance

Lawton Independent School District No. 8, Comanche County, Oklahoma beginning balance column of Competitive Grants: Promoting K-12 Student Achievement at Military-Connected Schools—High Schools CFDA # 12.556 was increased by \$1,340 for the activity to flow properly as of year ended June 30, 2021.

OTHER INFORMATION

Lawton Independent School District No. 8
Comanche County, Oklahoma
Budgetary Comparison Schedule –General Fund (Unaudited)
For the Year Ended June 30, 2021

	Budgeted Amounts		Actual Amounts	Actual Variance With Final Budget
	Original	Final		
REVENUE				
Property Taxes	\$ 14,082,934	\$ 14,082,934	\$ 16,116,314	\$ 2,033,380
Interest	416,500	416,500	35,515	(380,985)
County Revenue	2,150,000	2,150,000	2,670,671	520,671
State Revenue	75,929,371	75,929,371	74,338,160	(1,591,211)
Federal Revenue	27,272,011	27,272,011	40,575,076	13,303,065
Other	<u>1,548,241</u>	<u>1,548,241</u>	<u>1,907,067</u>	<u>358,826</u>
Total Revenue	<u>\$ 121,399,057</u>	<u>\$ 121,399,057</u>	<u>\$ 135,642,803</u>	<u>\$ 14,243,746</u>
EXPENDITURES				
Current				
Instruction	\$ 69,268,000	\$ 69,268,000	\$ 69,267,103	\$ 897
Support Services	49,192,000	49,192,000	52,308,701	(3,116,701)
Non-instruction Services	8,032,000	8,032,000	8,292,429	(260,429)
Capital Outlay	42,000	42,000	102,980	(60,980)
Other Outlays	<u>7,436,784</u>	<u>7,436,784</u>	<u>35,911</u>	<u>7,400,873</u>
Total Expenditures	<u>\$ 133,970,784</u>	<u>\$ 133,970,784</u>	<u>\$ 130,007,124</u>	<u>\$ 3,963,660</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>\$ (12,571,727)</u>	<u>\$ (12,571,727)</u>	<u>\$ 5,635,679</u>	<u>\$ 18,207,406</u>
Other Financing Sources				
Transfers In	<u>\$ 12,571,727</u>	<u>\$ 12,571,727</u>	<u>229,616</u>	<u>(12,342,111)</u>
Total Other Financing Sources	<u>12,571,727</u>	<u>12,571,727</u>	<u>229,616</u>	<u>(12,342,111)</u>
Net Change in Fund Balance	-	-	5,865,295	5,865,295
Fund Balance - Beginning	<u>-</u>	<u>-</u>	<u>12,344,257</u>	<u>12,344,257</u>
Fund Balance - Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 18,209,552</u>	<u>\$ 18,209,552</u>

Lawton Independent School District No. 8
Comanche County, Oklahoma
Budgetary Comparison Schedule –Building (Unaudited)
For the Year Ended June 30, 2021

	<u>Budgeted Amounts</u>		<u>Actual Amounts</u>	<u>Variance With Final Budget</u>
	<u>Original</u>	<u>Final</u>		
REVENUE				
Property Taxes	\$ 1,966,745	\$ 1,966,745	\$ 2,610,290	\$ 643,545
Other	<u>773,727</u>	<u>773,727</u>	<u>-</u>	<u>(773,727)</u>
Total Revenue	<u>\$ 2,740,472</u>	<u>\$ 2,740,472</u>	<u>\$ 2,610,290</u>	<u>\$ (130,182)</u>
EXPENDITURES				
Current				
Support Services	\$ 2,520,000	\$ 2,520,000	\$ 1,247,972	\$ 1,272,028
Capital Outlay	<u>220,472</u>	<u>220,472</u>	<u>32,036</u>	<u>188,436</u>
Total Expenditures	<u>\$ 2,740,472</u>	<u>\$ 2,740,472</u>	<u>\$ 1,280,008</u>	<u>\$ 1,460,464</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	1,330,282	1,330,282
Fund Balance - Beginning	<u>-</u>	<u>-</u>	<u>806,148</u>	<u>806,148</u>
Fund Balance - Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,136,430</u>	<u>\$ 2,136,430</u>

Lawton Independent School District No. 8
 Comanche County, Oklahoma
 Statement of Statutory Fidelity and Honesty Bonds (unaudited)
 For the Year Ended June 30, 2021

<u>Bonding Company</u>	<u>Position Bond Type</u>	<u>Bond Number</u>	<u>Amount</u>	<u>Effective Dates</u>
Western Surety	Superintendent	7226491	\$100,000	6/30/2020-6/30/2021
Ohio Casualty Insurance	Treasurer	32S108651	\$100,000	6/30/2020-6/30/2021
Ohio Casualty Insurance	Assistant Treasurers (2)	32S108651	\$200,000	6/30/2020-6/30/2021
Ohio Casualty Insurance	Custodian of Activity Fund	32S108651	\$10,000	6/30/2020-6/30/2021
Ohio Casualty Insurance	Asst. Custodian of Activity Fund	32S108651	\$1,000	6/30/2020-6/30/2021
Ohio Casualty Insurance	Clerk	32S108651	\$1,000	6/30/2020-6/30/2021
Ohio Casualty Insurance	Deputy Clerk	32S108651	\$1,000	6/30/2020-6/30/2021
Ohio Casualty Insurance	Minutes Clerk	32S108651	\$1,000	6/30/2020-6/30/2021
Ohio Casualty Insurance	Encumbrance Clerk	32S108651	\$1,000	6/30/2020-6/30/2021

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Education
Lawton Independent School District No. 8, Comanche County, Oklahoma
Lawton, Oklahoma

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Lawton Independent School District No. 8, Comanche County, Oklahoma, as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise, Lawton Independent School District No. 8, Comanche County, Oklahoma's basic financial statements, and have issued our report thereon dated February 9, 2022. Our report included an adverse opinion on U.S. generally accepted accounting principles because the District prepares its financial statements on a prescribed regulatory basis of accounting.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Lawton Independent School District No. 8, Comanche County, Oklahoma's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Lawton Independent School District No. 8, Comanche County, Oklahoma's internal control. Accordingly, we do not express an opinion on the effectiveness of Lawton Independent School District No. 8, Comanche County, Oklahoma's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. However, as described in the accompanying schedule of findings and questioned costs, we did identify certain deficiencies in internal control that we consider to be material weaknesses and significant deficiencies.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or

detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiencies described in the accompanying schedule of findings and questioned costs as items 2021-001 and 2021-002 that we consider to be material weaknesses.

A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiencies described in the accompanying schedule of findings and questioned costs as items 2021-003 to be a significant deficiency.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Lawton Independent School District No. 8, Comanche County, Oklahoma's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards* and which are described in the accompanying schedule of findings and questioned costs as items 2021-001 and 2021-002.

Lawton Independent School District No. 8's Response to Findings

Lawton Independent School District No. 8's response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. Lawton Independent School District No. 8' response was not subjected to the auditing procedures applied in the audit of financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Ardmore, Oklahoma
February 9, 2022



INDEPENDENT AUDITOR’S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM
AND ON INTERNAL CONTROL OVERCOMPLIANCE REQUIRED BY THE UNIFORM
GUIDANCE

To the Board of Education
Lawton Independent School District No. 8, Comanche County, Oklahoma
Lawton, Oklahoma

Report on Compliance for Each Major Federal Program

We have audited Lawton Independent School District No. 8, Comanche County, Oklahoma’s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Lawton Independent School District No. 8, Comanche County, Oklahoma’s major federal programs for the year ended June 30, 2021. Lawton Independent School District No. 8, Comanche County, Oklahoma’s major federal programs are identified in the summary of auditor’s results section of the accompanying schedule of findings and questioned costs.

Management’s Responsibility

Management is responsible for compliance with the federal statutes, regulations and the terms and conditions of its federal awards applicable to its federal programs.

Auditor’s Responsibility

Our responsibility is to express an opinion on compliance for each of Lawton Independent School District No. 8, Comanche County, Oklahoma’s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Lawton Independent School District No. 8, Comanche County, Oklahoma’s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Lawton Independent School District No. 8, Comanche County, Oklahoma’s compliance.

2007 N. Commerce St #200 • Ardmore, OK 73401 • Phone 580.826.3539
2500 Boardwalk Dr #216 • Norman, OK 73069 • Phone 405.322.5009
Fax 855.999.2782
j-acpas.com

Basis for Qualified Opinion on COVID-19 Education Stabilization Fund- Elementary and Secondary School Emergency Relief (ESSER I & ESSER II)

As described in the accompanying schedule of findings and questioned costs, Lawton Independent School District No. 8, Comanche County, Oklahoma, did not comply with requirements 84.425D COVID-19 Education Stabilization Fund-Elementary School Emergency Relief (ESSER I & ESSER II) as described in finding numbers 2021-004 and 2021-005 for Allowable Costs/Cost Principles and 2021-006 Equipment/Real Property Management. Compliance with such requirements is necessary, in our opinion, for Lawton Independent School District No. 8 to comply with the requirements applicable to that program.

Qualified Opinion on COVID-19 Education Stabilization Fund- Elementary and Secondary School Emergency Relief (ESSER I & ESSER II)

In our opinion, except for the noncompliance described in the Basis for Qualified Opinion paragraph, Lawton Independent School District No. 8, Comanche County, Oklahoma, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on COVID-19 Educational Stabilization fund-Elementary and Secondary School Emergency Relief (ESSER I & ESSER II) for the year ended June 30, 2021.

Unmodified Opinion on Each of the Other Major Federal Programs

In our opinion, Lawton Independent School District No. 8, Comanche County, Oklahoma, complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs for the year ended June 30, 2021.

Other Matters

The results of our auditing procedures disclosed other instances of noncompliance, which are required to be reported in accordance with Uniform Guidance and which are described in the accompanying schedule of findings and questioned items 2021-007 and 2021-008. Our opinion on each major program is not modified with respect to these matters.

Lawton Independent School District No. 8, Comanche County, Oklahoma's response to the noncompliance findings identified in our audit is described in the accompanying schedule of findings and questioned costs. Lawton Independent School District No. 8, Comanche County, Oklahoma's response was not subjected to the auditing procedures applied in the audit of compliance and accordingly we express no opinion on the response.

Report on Internal Control over Compliance

Management of Lawton Independent School District No. 8, Comanche County, Oklahoma is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Lawton Independent School District No. 8, Comanche County, Oklahoma's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance.

Accordingly, we do not express an opinion on the effectiveness of Lawton Independent School District No. 8, Comanche County, Oklahoma's internal control over compliance.

Our consideration of internal control over compliance was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. However, as discussed below we did identify certain deficiencies in internal control over compliance that we consider to be material weaknesses and significant deficiencies.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. We consider the deficiencies in internal control over compliance described in the accompanying schedule of findings and questioned costs as items 2021-004 thru 2021-006 to be material weaknesses.

A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. We consider the deficiencies in internal control over compliance described in the accompanying schedule of findings and questioned costs as items as 2021-007 and 2021-008 to be significant deficiencies.

Lawton Independent School District No. 8, Comanche County, Oklahoma's response to internal control over compliance findings identified in our audit is described in the accompanying schedule of findings and questioned costs. Lawton Independent School District No. 8, Comanche County, Oklahoma' response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Mary E Johnson & Associates PLLC

Ardmore, Oklahoma
February 9, 2022

Lawton Independent School District No. 8
Comanche County, Oklahoma
Schedule of Findings and Questioned Costs
Year Ended June 30, 2021

Section I Summary of Auditor's Results

Financial Statements:

Type of audit report:		Unmodified Regulatory Basis
Internal control over financial reporting:		
Material weakness(es) identified?	<u> X </u> Yes	<u> </u> No
Significant Deficiency(ies) identified ?	<u> X </u> Yes	<u> </u> None Reported
Noncompliance material to financial statement	<u> X </u> Yes	<u> </u> No

Federal Awards:

Internal control over major program:		
Material weakness(es) identified?	<u> X </u> Yes	<u> </u> No
Significant Deficiency(ies) identified ?	<u> X </u> Yes	<u> </u> None Reported

Type of auditors' report issued on compliance for major programs:	
84.010 Title I Grants to Local Educational Agencies	Unmodified
84.425D COVID-19-Education Stabilization Fund-Elementary & Secondary School Emergency Relief (ESSER I & ESSER II)	Qualified
12.556 Promoting K-12 Student Achievement at Military-Connected Schools	Unmodified

Any audit findings disclosed that are required to be reported under 2 CFR section 200.516(a)?	<u> X </u> Yes	<u> </u> No
---	------------------	------------------

Identification of Major Programs:

CFDA/Assistance Number:	Name of Federal Program or Cluster
84.010	Title I Grants to Local Educational Agencies
84.425D	COVID 19- Education Stabilization Fund-Elementary & Secondary School Emergency Relief (ESSER I & ESSER II)
12.556	Promoting K-12 Student Achievement at Military-Connected Schools

Dollar threshold used to distinguish between Type A and Type B programs:	\$	750,000
Auditee qualified as a low-risk auditee?	<u> </u> Yes	<u> X </u> No

Lawton Independent School District No. 8
Comanche County, Oklahoma
Schedule of Findings and Questioned Costs
Year Ended June 30, 2021

Section II – Financial Statement Findings

2021-001 Purchase Orders

Condition: Purchasing policy was not being followed.

Criteria: At the time of purchases District Board Policy-CHA required to have 3 written quotes or bids.

Context: 2 out of 25 purchase orders tested did not follow District policy.

Cause: A sole source affidavit was used in lieu of bids and quotes required by policy. The items purchased did not meet the description of exclusive or franchise type item thus should have followed policy.

Effect: Noncompliance with District policy.

Recommendation: We recommend that the purchasing policy be followed. We also recommend that the policy regarding sole source be better defined and followed.

*Views of Responsible
Officials And Planned*

Corrective Action: Lawton Public Schools Superintendent and School Board presented the district policies to OSSBA and its legal staff for review in the spring of 2020. The policies were found to be littered with both conflicting and illegal policies. The policy was rewritten over the next 10 months. The district CFO continually checked purchases for best price and quality by acquiring quotes on purchase orders. Two separate procurement policies were in conflict. The district followed the law and the basic policy provided by OSSBA (COB-R-PROCUREMENT REGULATION).

The sole source form was utilized inappropriately. Instructions for utilization of the sole source form has been provided to all concerned. Sole source forms are being reviewed by the finance office prior to a purchase order being encumbered.

2021-002 Overtime Pay

Condition: Overtime pay was not paid properly.

Criteria: Federal Regulations 29 CFR 778.115 require that employees working jobs at two or more rates in a single work week must have a rate of pay computed on a weighted average of those rates.

Lawton Independent School District No. 8
Comanche County, Oklahoma
Schedule of Findings and Questioned Costs
Year Ended June 30, 2021

Cause: Extra duty pay is being computed at a flat rate and non-exempt staff are not tracking time worked for extra duty.

Effect: Non-exempt employees are not being properly compensated in compliance with wage and hour laws.

Recommendation: We recommend that the that overtime be computed in compliance with Federal wage and hour laws. In addition, we recommend that all non-exempt employees track hours worked for all job duties.

*Views of Responsible
Officials And Planned*

Corrective Action: New administration identified the problem in the first six months of their tenure and have worked to correct it. The district had a long-time practice of identifying employees as exempt who may not qualify. The new administration sought legal opinions and have worked to eliminate the practice. The auditor has audited the district four out of the last five years and this is the first time it has been identified by the auditor.
Based on legal opinions, a standard is in place to identify exempt/non-exempt employees and to ensure that, when overtime is worked, it is paid correctly. In addition, all non-exempt employees are tracking hours worked using a standard time-card.

2021-003 Employment Contracts

Condition: Employment contract could not be located

Criteria: Oklahoma Statutes 70-5-117 states the Board of Education is responsible for contracting with and fixing duties and compensation of staff.

Context: 1 out of 25 contracts and employees tested there was not a contract and unable to support the amounts paid.

Cause: Failure in procedures to maintain signed contracts.

Effect: Employees could be paid amounts not in agreement with Board expectations and budget.

Recommendation: We recommend that employment contracts be properly maintained. We recommend that procedures be updated to ensure all contracts are properly filed.

*Views of Responsible
Officials And Planned*

Corrective Action: Contracts are a critical component for the Human Resources and Payroll departments. A new financial software was implemented in July 2021 for FY 22. The software assists in the process of creating, distributing, and maintaining contracts.

Lawton Independent School District No. 8
Comanche County, Oklahoma
Schedule of Findings and Questioned Costs
Year Ended June 30, 2021

Section III – Federal Award Findings and Questioned Costs

2021-004 **Federal Agency: U.S. Department of Education**
Pass Thru Entity: Oklahoma State Department of Education
COVID-19 Education Stabilization Fund-Elementary & Secondary School
Emergency Relief (ESSER I (CARES ACT)) & Elementary &
Secondary School Emergency Relief (ESSER II)
Assistance Listing: COVID-19 84.425D (OCAS Projects 788 & 793)

Condition: Expenditures charged to program did not follow the allowable costs principles of direct costs. Equipment purchased did not have prior approval nor time and effort kept on employees paid with federal funds.

Criteria: 2 CFR 200.439 Equipment and other capital expenditures require to have prior approval of the federal awarding agency or pass-through entity. 2 CFR 200.430(i)(1)(vii) standards for documentation of personnel expenses 1) charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed. (vii) support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one federal award.

Context: 25 out of 40 expenditures did not comply with Uniform Guidance standards of allowable cost/cost principles.

Questioned Costs: \$294,369 of known costs which did not have prior approval of equipment (\$58,661) or time and effort support (\$235,708). The percentage of noncompliance was then taken to the remaining untested population to arrive at a projected cost of \$9,666,399.

Cause: Claimed expenditures were reclassified at year end which included employees that did not have proper support of time and effort documentation for amounts paid and equipment purchases that did not have prior approval of pass thru entity.

Effect: Potential disallowed expenditures and noncompliance with Uniform Guidance.

Recommendation: We recommend that expenditures charged to federal programs follow allowable cost principles within Uniform Guidance. We also recommend that employee cost charged to federal programs be supported with appropriate time and effort documentation. We also recommend prior approval of pass thru entity be obtained for equipment to be purchased.

Views of Responsible

Lawton Independent School District No. 8
Comanche County, Oklahoma
Schedule of Findings and Questioned Costs
Year Ended June 30, 2021

Officials And Planned

Corrective Action: Two categories are identified in this finding: prior approval for equipment purchases and time-and-effort for payroll. The equipment finding identifies \$58,661 as not having prior approval. The district had verbal approval from State Department of Education (SDE), submitted its claim with supporting documentation, and the SDE reviewed and paid the claim. In terms of prior approval, the SDE changed funding/expenditure requirements multiple times during FY21 as ESSR funds were allocated multiple times across the fiscal year. Per written SDE guidance, the district is acquiring written permission to make purchases on items over \$5,000 that are not on SDE's pre-approved list for remaining ESSR/ARP funds.

The district was instructed in August of 2020 during an SDE training that time and effort was not required for employees paid with federal dollars in Lawton, a Schoolwide Title I district/school. The training documents provided stated: "There are some instances in which schools are not required to maintain individual Time Distribution Records for employees paid with federal funds. 2 CFR 200, Appendix XI of August 2020 stipulates that in the following cases employees need not complete Time Distribution Records 2 CFR 200, Appendix XI, 4-84.000... In a Schoolwide Title I school that uses the schoolwide consolidation of funds, employees paid with federal funds working on the schoolwide program are not required to complete Time Distribution Records *B.1.b.(1)*."

In addition, the United States Department of Education's "Frequently Asked Questions Elementary and Secondary School Emergency Relief Programs Governor's Emergency Education Relief Programs" dated May 26, 2021 states on page 19 that "An LEA must maintain time distribution records (sometimes called "time and effort" reporting) only if an individual employee is splitting his or her time between activities that may be funded under ESSER or GEER and activities that are not allowable under the applicable program."

After the year was complete, the auditor indicated that time-and-effort was required and the auditor stated that SDE agreed. Therefore, the district is obtaining time-and-effort for employees paid with federal funds in FY22, regardless of SDE and USDE guidance stating otherwise.

Lawton Independent School District No. 8
Comanche County, Oklahoma
Schedule of Findings and Questioned Costs
Year Ended June 30, 2021

2021-005 **Federal Agency: U.S. Department of Education**
Pass Thru Entity: Oklahoma State Department of Education
COVID-19 Education Stabilization Fund-Elementary & Secondary School
Emergency Relief (ESSER I (CARES ACT)) & Elementary &
Secondary School Emergency Relief (ESSER II)
Assistance Listing: COVID-19 84.425D (OCAS Projects 788 & 793)

- Condition:* Allowable costs/cost principles of indirect costs was overclaimed.
- Criteria:* 2 CFR 200.414(c)(d) requires the negotiated indirect cost rate between the pass thru entity and the subrecipient.
- Context:* During testing of indirect costs it was overclaimed and paid by pass thru entity. Indirect costs were tested in their entirety.
- Questioned Costs:* \$302,446 of indirect costs were overclaimed.
- Cause:* Failure to monitor the indirect costs being claimed against the allowable amount.
- Effect:* Indirect costs reimbursement received in excess of allowable amount.
- Recommendation:* We recommend that indirect costs not be overclaimed. We also recommend that the District implement procedures to monitor indirect costs claimed are within the allowable rate approved by the State Department of Education.

*Views of Responsible
Officials And Planned*

Corrective Action: Indirect costs were claimed and paid twice due to an error in the State Department of Education's Grant Management Software. SDE was informed immediately upon the discovery of the error. SDE was refunded the overpayment and the funds were reallocated to the district's grant for district use. The District will check each claim for proper indirect cost claim amounts.

2021-006 **Federal Agency: U.S. Department of Education**
Pass Thru Entity: Oklahoma State Department of Education
COVID-19 Education Stabilization Fund-Elementary & Secondary School
Emergency Relief (ESSER I (CARES ACT)) & Elementary &
Secondary School Emergency Relief (ESSER II)
Assistance Listing: COVID-19 84.425D (OCAS Projects 788 & 793)

Condition: Property purchased with federal funds were not accurately approved, tracked and maintained as property in accordance as federal regulations.

Lawton Independent School District No. 8
Comanche County, Oklahoma
Schedule of Findings and Questioned Costs
Year Ended June 30, 2021

Criteria: 2 CFR 200.313(a)(2) requires prior approval by the pass thru entity before encumbering property. 2 CFR 200.313(d)(1) requires property records must be maintained that include a description of the property, serial number or other identification number, the source of funding for the property, who holds title, the acquisition date, the cost of the property, the percentage of the federal project costs in which the property was acquired, the location, use and condition of property and an ultimate disposition data including the date of disposal and sale price of the property.

Context: All equipment expenditures claimed were reviewed. Three out of seven were not properly identified as fixed assets, four out of seven were not recorded in the system as federal fixed asset and four out of the seven did not have prior approval to purchase the fixed asset.

Questioned Costs: \$186,057 of known costs that were not properly tracked as fixed assets.

Cause: Equipment was not charged to the program as purchased but was recoded without prior approval of the awarding agency. The District assumed acceptance of the claim was de facto approval.

Effect: Potential disallowed expenditures and noncompliance with Uniform Guidance.

Recommendation: We recommend prior approval from awarding agency be obtained for equipment to be purchased and that all such equipment, once approved, be properly tracked. We also recommend that recording of expenditures not occur without determination that expenditure will meet the requirements of Uniform Guidance.

*Views of Responsible
Officials And Planned*

Corrective Action: As stated in 2021-004, SDE funding/expenditure requirements changed multiple times during FY21. In addition, funds became available in the second half of FY21. The items identified had verbal approval, were placed on the district's claims, and were paid by SDE after review. Late year purchases were identified as federal fixed assets in the first quarter of FY22 insuring proper tracking and maintenance as federal property. Additionally, the fixed asset team will review all purchase orders and claims for object 700's to insure all property is identified and tracked properly.

2021-007 All Federal Programs -- Procurement

Condition: The District did not have procurement policies in place for federal expenditures.

Criteria: 2 CFR 200.320 the non-federal entity must have and use documented procurement procedures, consistent with standards of this section and §§ 200.317, 200.318 and 200.319 for any of the following methods of procurement

Lawton Independent School District No. 8
Comanche County, Oklahoma
Schedule of Findings and Questioned Costs
Year Ended June 30, 2021

used for the acquisition of property or services requirement under a federal award or subaward.

Cause: Revision of purchasing policies in March 2021 removed specific purchasing thresholds required by Uniform Guidance.

Effect: Noncompliance with federal regulations and potential disallowed expenditures.

Recommendation: We recommend that the District have procurement policies in place. We recommend that these policies comply with the purchasing thresholds within Uniform Guidance.

*Views of Responsible
Officials And Planned*

Corrective Action: Lawton Public Schools Superintendent and School Board presented the district policies to OSSBA and its legal staff for review in the spring of 2020. The policies were found to be littered with both conflicting and illegal policies. Two separate procurement policies were in conflict. The policy was rewritten over the next 10 months. During this time, the district followed the law and the basic policy provided by OSSBA (COB-R-PROCUREMENT REGULATION) that follow 2 CFR 200.320.
In March of 2021, the district adopted purchasing policies that clarified thresholds to specifically meet federal requirements (COB-R-PROCUREMENT REGULATION) and insure consistency in district policy.

2021-008 All Federal Programs -- Allowability

Condition: After policy revisions in March 2021 purchases were not being treated uniformly between federal and nonfederal.

Criteria: 2 CFR 200.403c for costs to be allowable under federal awards they must be consistent with policies and procedures that apply uniformly to both federal-finance and other activities of the non-federal entity.

Context: During testing it was determined that overall District wide thresholds had been eliminated, but federal program office was still following the procedures which had thresholds.

Cause: Revision of purchasing policies deleted specific thresholds and unaware of the Uniform Guidance requirements.

Effect: Risk of unallowable expenditures paid with federal dollars and noncompliance with federal regulations.

Lawton Independent School District No. 8
Comanche County, Oklahoma
Schedule of Findings and Questioned Costs
Year Ended June 30, 2021

Recommendation: We recommend that the District implement new policies to ensure that all purchases federal and nonfederal are treated uniformly.

*Views of Responsible
Officials And Planned*

Corrective Action: During FY21 the district followed the law and the basic policy provided by OSSBA (COB-R-PROCUREMENT REGULATION) that follow 2 CFR 200.320. Purchases followed the procurement policy.

At the outset of FY21, the district tasked all administrators with insuring best price/quality on ALL purchases, not just those over the identified threshold in the procurement policy. Therefore, different administrators may follow different procedures in their buildings/departments to insure compliance, but all administrators follow the policy, COB-R-PROCUREMENT REGULATION.

Lawton Independent School District No. 8
Comanche County, Oklahoma
Summary Schedule of Prior Audit Findings
Year Ended June 30, 2021

Section II – Financial Statement Findings

None

Section III – Federal Award Findings and Questioned Costs

None

Accounting Purchase Order

2022-21-21

LAWTON PUBLIC SCHOOLS

3/10/2022

21 BUILDING FUND

LAWTON PUBLIC SCHOOLS
CHIEF FINANCIAL OFFICER
ATTN: LANCE GIBBS
753 NW FT SILL BLVD
LAWTON OK 73507

\$303,000.00

3/8/2022

3/10/2022

SARAH NIX

928454

BWA ARCHITECTS PLLC

2651 EAST 21ST STREET
SUITE 510
TULSA OK 74114

Sarah Nix

ARCHITECT FEES/INDOOR ATHLETIC FACILITIES

ARCHITECT FEES:

EHS, LHS, MHS INDOOR ATHLETIC FACILITIES

100,000.00	1,000	3/10/2022	\$300,000.00	\$300,000.00
100,000.00	1,000	3/10/2022	795-4400-332-819-0000-000-705	795-4400-332-819-0000-000-705
100,000.00	1,000	3/10/2022	795-4400-332-819-0000-000-715	795-4400-332-819-0000-000-715
1,000.00	1,000	3/10/2022	\$3,000.00	\$3,000.00
1,000.00	1,000	3/10/2022	795-4400-332-819-0000-000-705	795-4400-332-819-0000-000-705
1,000.00	1,000	3/10/2022	795-4400-332-819-0000-000-710	795-4400-332-819-0000-000-710

REIMBURSABLE EXPENSES

AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-Fourth (24th) day of March in the year Two Thousand Twenty-Two (2022)

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:

(Name, legal status, address and other information)

Lawton Public Schools

753 Fort Sill Blvd.

Lawton, Oklahoma 73507

Phone: (580) 357-6900

and the Architect:

(Name, legal status, address and other information)

BWA Architects, PLLC

2651 East 21st Street, Suite 510

Tulsa, Oklahoma 74114

Phone: (918) 491-2208

for the following Project:

(Name, location and detailed description)

Architect to provide professional Architectural Design Services to include, but not limited to the following:

Architect Project Number:
T22002-Indoor Athletic Facility

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.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
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.)

Based on Facilities Needs Assessment, the Architect shall develop a Feasibility/Cost Estimate for the various School Improvements. The Architect shall present his findings to the School Board, on which the School Board shall determine the final Scope of Work to be implemented by the Architect.

§ 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.)

Owner shall provide, at their cost, all Geotechnical Reports, Site(s) Boundary, and Topographic Surveys as deemed necessary by the Architect.

§ 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.)

To be determined based on Final Project Scope.

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

Init.

- .1 Design phase milestone dates, if any:
To be determined based on Final Project Scope.
- .2 Construction commencement date:
To be determined based on Final Project Scope.
- .3 Substantial Completion date or dates:
To be determined based on Final Project Scope.
- .4 Other milestone dates:
To be determined based on Final Project Scope.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Procurement shall be by competitive bid pursuant to the Oklahoma Public Competitive Bidding Act of 1974.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project if any.)

Not Applicable.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. IF E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 1.3:
(List name, address and other contact information.)

Kevin Hime, Superintendent
Lawton Public Schools
753 Fort Sill Blvd.
Lawton, Oklahoma 73507
Phone (580) 357-6900

§ 1.1.8 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.)

Not Applicable.

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

- .1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Dayne Boynton
BWA Architects, PLLC
2651 East 21st Street, Suite 510
Tulsa, Oklahoma 74114
Phone: (918) 491-2208

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.1.1 and 1.1.1.2:
(List name, legal status, address, and other contact information.)

§ 1.1.1.1 Consultants retained under Basic Services:

.1 Structural Engineer:

To be determined

.2 Mechanical Engineer:

To be determined.

.3 Electrical Engineer:

To be determined.

.4 Plumbing Engineer:

To be determined.

§ 1.1.11.2 Consultants retained under Supplemental Services:

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

Not Applicable.

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

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect represents that the Architect is professionally qualified and experienced in the design and provision of architectural services for the construction and renovation of public school buildings and facilities in the State of Oklahoma. The Architect is familiar with the Project site and with the laws, codes and regulations applicable to the provision of Architect's services and to the completion and occupancy of the buildings and facilities comprising the Project. The Architect shall respond, in the design of the Project and in the provision of other services called for in this Agreement, to applicable building codes and other requirements imposed by governmental authorities having jurisdiction over the Project.

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

§ 2.4 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.

§ 2.5 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.

§ 3.1.4 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.

§ 3.1.5 The Architect shall 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.

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

§ 3.2 Schematic Design Phase Services

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

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the Owner, 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.

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

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

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for 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.

§ 3.2.5.1 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 4.1.1.

§ 3.2.5.2 The Architect shall consider 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.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

(Paragraph deleted)

§ 3.3 Design Development Phase Services

§ 3.3.1 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 Owner's approval. The Design Development Documents 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.

§ 3.3.2 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval

(Paragraph deleted)

§ 3.4 Construction Documents Phase Services

§ 3.4.1 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 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 Contractor 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.

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall submit the Construction Documents to the Owner, take any action required under Section 6.5., and request the Owner's approval.

(Paragraph deleted)

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall, in accordance with the requirements of the Oklahoma Public Competitive Bidding Act, prepare necessary bidding information including bid notices, bid forms, the conditions of the Contract and the form of Agreement between Owner and Contractor, all subject to the review and approval of Owner and Owner's counsel. The Architect shall assist the Owner in obtaining competitive bids and in awarding and preparing contracts for construction.

§ 3.5.2 Bidding

§ 3.5.2.1 Bidding Documents shall consist of the Bid Notice, Instructions to Bidders, Bid Form, Bidding

Requirements, proposed Contract Forms including general and supplemental conditions, Specifications and Drawings.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

1. facilitating the distribution of Bidding Documents to prospective bidders, the cost of reproduction shall constitute a Reimbursable Expense;
2. organizing and conducting a pre-bid conference for prospective bidders;
3. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda, and,
4. organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 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 Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. The Owner retains

the right to the administration of the construction contract, as the Owner deems appropriate, providing the Owner may not, in doing so, increase the scope of the contract administration services to be performed by the Architect. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement and will not increase the scope of administration by the Architect unless the Owner and the Architect amend this Agreement in writing to reflect the increase. If the modification of this Agreement creates a conflict between the provisions of this Agreement and the A201, the provisions of this Agreement shall control as it relates to the Architect’s services.

§ 3.6.1.4 The work, for the purpose of defining the Architect’s Scope of Services and duties by this Agreement, shall mean the Portion of the Project as defined by the Construction Documents.

§ 3.6.1.2 The Architect shall advise and consult with the Owner 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 Contractor’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 Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates at the later of the issuance of a Certificate of Occupancy, if required, or the date the Architect issues the final Certificate for Payment. As a part of Architect’s Basic Services, the Architect shall assist the Owner in the preparation of the final punch list.

§ 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 Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect shall reject Work which does not conform to the Contract Documents unless the Owner agrees to accept such non-conforming Work and executes an appropriate Change Order evidencing such consent. The Change Order shall provide that the cost of any additional testing and inspection made necessary by non-conforming work shall be charged to the Contractor and deducted from the Contract Price. 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 Contractor, 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 Contractor. 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 Contractor, 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 Contractor 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 Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and confirm the amounts due the Contractor and shall issue approval in such amounts. The Architect's approval 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 Contractor'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 Contractor is entitled to payment in the amount approved. 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 an approval 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 Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor 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 approval for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor'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 Contractor'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 Contractor'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 Contractor 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 Contractor'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 and will neither verify their work nor have responsibility for their errors or omissions.

§ 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 Contractor 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.

§ 3.6.5.3 Changes or modifications made to the work by the Owner without written authorization by the Architect, shall relieve the Architect of any and all liability for such changes or modifications.

§ 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 Contractor; 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 check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor 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 Contractor, 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 Contractor: (1) affidavit 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 Contractor 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 1.1.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

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

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Owner
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	*1 Architect
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	*1 Architect
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	Owner
§ 4.1.1.8 Civil engineering	Owner
§ 4.1.1.9 Landscape design	Owner
§ 4.1.1.10 Architectural interior design	Owner
§ 4.1.1.11 Value analysis	Owner
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect
§ 4.1.1.13 On-site project representation	Architect
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	Owner
§ 4.1.1.18 Facility support services	Owner
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Architect
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	Architect
§ 4.1.1.27 Historic preservation	Architect
§ 4.1.1.28 Furniture, furnishings and equipment design	Architect
§ 4.1.1.29 Other services provided by specialty Consultants	Architect
§ 4.1.1.30 Other Supplemental Services	Architect
§ 4.1.1.31 Preliminary Structural Report	*2 Architect
§ 4.1.1.32 FEMA/ICC Required Third-Party Review	*3 Architect

§ 4.1.2 Description of Supplemental Services

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

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

*1 - To be provided by the Architect as part of Basic Services.

*2 - The Oklahoma State Fire Marshal's office requires an initial Structural Engineer Preliminary Inspection and Report for all Retrofit Roofing Projects. Said Inspection and Report shall be provided by the Architect as Additional Services. Refer to Section 11.2 for fees

*3 – The Oklahoma State Fire Marshal’s office per ICC 500 requires a third party review of the structural documents as a FEMA approved Storm Shelter. Said third party review and certification shall be provided through the Architect as Additional Services as per Section 11.2

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

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

Not Applicable

§ 4.1.3 If the Owner identified a Sustainable Objective in Article I, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect’s Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect or when the Owner has not approved or rejects proposed Additional Services by written notice as provided in Subparagraphs 4.2.1 and 4.2.2, any Additional Services proposed 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. The Architect shall notify the Owner in writing of any proposed Additional Services. Such notification will describe the need for such services, the nature of the services and their estimated cost. Additional Services for which additional compensation is sought shall only be performed upon the prior written approval of the Owner.

§ 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 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 procurement or delivery method;
2. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
3. 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;
4. Services necessitated by decisions of the Owner 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;
5. Preparing digital models or other design documentation for transmission to the Owner’s consultants and contractors, or to other Owner-authorized recipients;
6. Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
7. Preparation for, and attendance at, a public presentation, meeting or hearing except when required in the performance of the Architect’s Construction Phase Services or Bidding Phase Services;
8. Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
9. Evaluation of the qualifications of entities providing bids or proposals;
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.

§ 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 Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
2. Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, contractor-prepared coordination drawings, or prior Project correspondence or documentation;
3. Preparing Change Orders and Construction Change Directives that require evaluation of Contractor'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 Contractor 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 Contractor
2. * (*) visits to the site by the Architect during construction
3. Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
4. Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the issuance of a Certificate of Occupancy, whichever is later, 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 (no limit) (N/A) 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 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. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner's Designated Representative shall be authorized to act on the Owner's behalf with respect to the Project consistent with the terms and conditions set forth in this Agreement. The Owner's Designated Representative is not authorized to amend this Agreement nor may the Owner's Designated Representative consent to material changes in the Project or bind the Owner to the resolution of claims, disputes, or other matters affecting the Owner's rights and obligations under this Agreement. 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.

§ 5.4 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.

§ 5.5 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 subsol conditions, with written reports and appropriate recommendations.

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

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204rw-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 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.

§ 5.9 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.

§ 5.10 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.

§ 5.11 The Owner shall provide prompt written notice to the Architect 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.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor 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 Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction 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 Contractor, including the General Conditions of the Contract for Construction.

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

(Paragraph deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' 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 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 may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or

represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 The Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternatives as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect 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.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

1. give written approval of an increase in the budget for the Cost of the Work;
2. authorize rebidding or renegotiating of the Project within a reasonable time;
3. terminate in accordance with Section 9.5;
4. in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
5. implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents, as necessary, to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget, as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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 Contractor, 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

(Refer to Article 12)

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Upon termination by the Owner for cause, the Owner's non-exclusive license to use the Instruments of Service becomes permanent and irrevocable. Use shall be limited to this Project.

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

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

§ 9.7 The Architect shall cooperate fully with any successor architect employed by the Owner and shall furnish originals or copies of the Instruments of Service and all other drawings, specifications, and documents relative to the Project, including data in electronic format as may be reasonably requested. Reasonable compensation and reimbursement for expenses incurred for the assembly and delivery of such information shall be paid as Additional Services. 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:
Not Applicable
 2. Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:
Not Applicable
- § 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 laws of the State of Oklahoma.
- § 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.
- § 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.
- § 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.
- § 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.
- § 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
- § 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.
- § 10.8 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.

(Paragraph deleted)

§ 10.9 In any action or litigation proceeding, including appeals thereof, brought for breach or to otherwise enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee in addition to such other relief as may be awarded.

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)
 - .2 Percentage Basis
(Insert percentage value)
- Six Percent (6 %) of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
- .3 Other
(Describe the method of compensation)

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

§ 11.2.1 Any Additional Services required shall be provided based on a mutually agreed to writing by both the Owner and the Architect prior to commencement of Work by the Architect.

§ 11.2.2 The Structural Engineer's Preliminary Inspection and Report as required by the Oklahoma State Fire Marshal shall be provided at the following rate per building:
1. Less than 10,000 Square Feet of Roof Area: \$1,900.00
2. 10,000 – 40,000 Square Feet of Roof Area: \$1,500.00
3. Anything over 40,000 Square Feet of Roof Area: \$1,500.00 + 0.65 Cents per Square Feet over 40,000 Square Feet of Roof Area.

§ 11.2.3 Structural Engineer design services required due to structural deficiency modifications noted within the Structural Engineer's Preliminary Inspection and Report, shall be considered Additional Services by the Architect and shall be invoiced separate from the Preliminary Inspection Report in accordance with Section 11.4.

§ 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.)

§ 11.3.1 The Owner shall reimburse the Architect in accordance with Section 10.8.2 for legal fees the Architect may incur due to the Architect's attorney reviewing certificates and/or consent Agreements requiring execution of the Architect by the Owner's lender or other such entities. (For Non-School Projects Only)

§ 11.3.2 Other Additional Service to be determined based on Service to be provided. Fee to be mutually agreed upon in writing by both the Owner and Architect prior to commencement of work by the Architect.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 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-Five percent (	45	%)
Bidding or Negotiation Phase	Five percent (	5	%)
* Construction Phase	Ten percent (	10	%)
<i>(Row deleted)</i>			
Total Basic Compensation	one hundred percent (	100	%)

* **This portion of the fee shall be invoiced each month in direct proportion to the amount of Work completed by the Contractor.**

§ 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, including alternates, 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.)

Employee or Category	Rate (\$0.00)
Principals	\$270.00/Hour
Associates	\$160.00/Hour
Sr. Project Architects	\$150.00/Hour
Project Architects	\$135.00/Hour
Sr. Project Managers	\$125.00/Hour
Project Managers	\$110.00/Hour
Revit Technician	\$120.00/Hour
CADD Operator Level I	\$90.00/Hour
CADD Operator Level II	\$70.00/Hour
Sr. Construction Administration	\$135.00/Hour
Construction Administration	\$110.00/Hour
Administration	\$95.00/Hour

§ 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 this Project, as follows:

- 1 Dedicated data and communication services, teleconferences, Project web sites, and extranets;

2. Permitting and other fees required by authorities having jurisdiction over the Project;
3. Printing, reproductions, plots, and standard form documents;
4. Postage, handling, and delivery;
5. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
6. Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
7. 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;
8. Site office expenses;
9. Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
10. Other similar Project-related expenditures.

(Paragraph deleted)

§ 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 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of N/A (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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

§ 11.10.2 **Progress Payments**

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

The rate of interest on unpaid amounts shall be equal to the interest on judgments of the district courts of the State of Oklahoma as established from time to time but shall never exceed 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.)

§ 12.1 Delete Section 8.2 - "Mediation" and Section 8.3 - "Arbitration" in their entirety and replace with the following: "Notwithstanding the provisions of any other documents to the contrary, including, but not limited to AIA Document A201 - 2017 General Conditions of the Contract for Construction., the parties mutually agree that neither may be compelled to submit disputes, arising under or related to this Agreement to any form of binding mediation and/or arbitration."

§ 12.2 The Architect will not knowingly allow any employee of the Architect or of any of his consultants to work on school premises during normal school hours if the employee is convicted in this state the United States or another state of: (1) any sex offense subject to the Sex Offenders Registration act of this state, similar law of another state, or the federal sex offender registration provisions; or (2) any felony offense, unless (a) the person is a volunteer or (b) the person is performing community service hours under court order or (c) the person is performing services under a supervised work release program or (d) ten (10) years have elapsed since the date of the criminal conviction or (e) the employee has received a Presidential or gubernatorial pardon for the criminal offense.

§ 12.3 The Architect will furnish a signed statement stating that to the best of his knowledge no employee working on school premises during normal school hours under the authority of the Architect is in violation of the provisions of this Article.

§ 12.4 The Architect agrees to request a similar compliance statement from the Contractor and all subcontractors employed by the Contractor on the Project. No request for payment will be approved by the Architect unless accompanied by the required compliance statements.

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 B101™-2017, Standard Form Agreement Between Owner and Architect
- 2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

3 Exhibits:

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

- [] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 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.)

4 Other documents:

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

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

OWNER (Signature)

Kevin Hime, Superintendent
(Printed name and title)

ARCHITECT (Signature)

Jay W. Boynton, Principal
(Printed name, title, and license number, if required)



Init.

/

**ADDENDUM TO AIA DOCUMENT B101-2017
STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND ARCHITECT**

This Addendum, entered into the ____ day of March, 2022, by and between **INDEPENDENT SCHOOL DISTRICT NO. 8 OF COMANCHE COUNTY, OKLAHOMA**, hereinafter referred to as “Owner”, and **BWA ARCHITECTS, PLLC**, hereinafter referred to as “Architect”, is executed simultaneously with and constitutes a part of the Standard Form of Agreement between Owner and Architect, AIA Document B101-2017 covering construction of an indoor activity center (the “Agreement”). The provisions of this Addendum supercede and void all inconsistent provisions in the Agreement and in any prior agreement between the parties for services to be performed hereunder.

The following section numbers correspond to the numbered sections in the Agreement. If new material is added, the paragraph numbers for those provisions are numbered to be consistent with the format of the Agreement. If a paragraph number appearing in the Agreement does not appear in the Addendum, then no change to that paragraph has been made and the standard provision applies.

3.2.6 Restored. Restore the standard AIA provision: *“The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.”*

3.3.2 Restored. Restore the standard AIA provision: *“The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.”*

3.4.4 Restored. Restore the standard AIA provision: *“The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.”*

6.1 Modified. Add the following: *“The Cost of the Work does not include the cost to correct non-conforming Work nor shall it include costs resulting from the errors or omissions of the Architect.”*

13.2.4 Add. Addendum to Agreement of even date.

**INDEPENDENT SCHOOL DISTRICT
NO. 8 OF COMANCHE COUNTY,
OKLAHOMA**

BWA GROUP, PLLC

By _____
**Patty Neuwirth
President, Board of Education**

By _____
Clarence Williams, CEO

DRAFT AIA® Document B101™ - 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the «24 » day of «March » in the year «2022 »
(In words, indicate day, month and year.)

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

«Lawton Public Schools»«»
«Shoemaker Center
753 NW Fort Sill Blvd.
Lawton, Oklahoma 73501
«Telephone Number: (580) 357-6900»

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

«Design Architects Plus, Inc.»« Subchapter S Corporation»
«1501 S.W. 104th
Oklahoma City, Oklahoma 73159»
«Telephone Number: 405-691-9900»
«Fax Number: 405-691-2080»

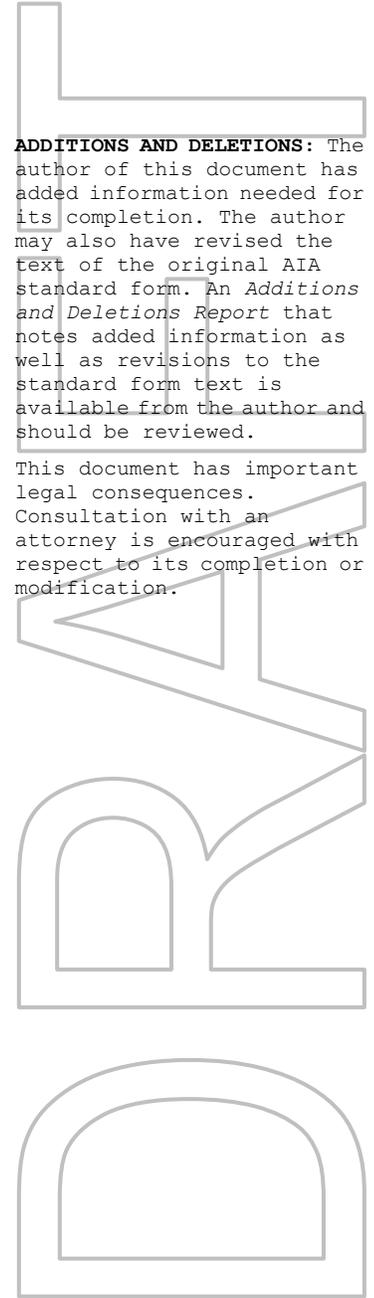
for the following Project:
(Name, location and detailed description)

«The 2022 AG Facility and Elementary Safe Room and Gym at Ridgecrest Elementary»
« »
«The Facility shall be located at Tomlinson Middle School, 702 NW Homestead Drive
and 1614 NW 47th Street, Lawton Oklahoma 73505
.»

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.

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



ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
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.)

«Initial Information provided by Owner »

§ 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.)

«Initial Information provided by Owner »

§ 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.)

«Initial Information provided by Owner and was estimated to be Approximately 1.8 million »

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

.1 Design phase milestone dates, if any:

«Date to be determined based on Final Scope of work »

.2 Construction commencement date:

« »

.3 Substantial Completion date or dates:

«To be determined »

.4 Other milestone dates:

« »

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

«Competitive Bids pursuant to the Oklahoma Competitive Bidding Act of 1974 »

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

«None »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

«Mr. Kevin Hime»
« Shoemaker Center
753 NW Fort Sill Blvd.
Lawton, Oklahoma 73501
»
«»
«»
«»
«Email Address: »

§ 1.1.8 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.)

« »

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

.1 Geotechnical Engineer:

«To be Determined »« »

« »

« »

« »

« »

.2 Civil Engineer:

«To be Determined »« »

« »

« »

« »

« »

.3 Other, if any:

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

« »

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

«Mr. Kahle Wilson, AIA»

«»

«»

«»

«»

«Email Address: kwilson@dap-okc.com»

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

«To be Determined »« »

« »

« »

« »

« »

.2 Mechanical Engineer:

«To be Determined »« »

« »

« »

« »

« »

.3 Electrical Engineer:

«To be Determined »« »

« »

« »

« »

« »

§ 1.1.11.2 Consultants retained under Supplemental Services:

«To be Determined »

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

« Survey and Geotechnical Report will be provided as reimbursable expenses for this project »

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

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

§ 2.4 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.

§ 2.5 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.

§ 2.5.1 Commercial General Liability with policy limits of not less than «One Million Dollars and Zero Cents » (\$ «1,000,000.00 ») for each occurrence and «One Million Dollars and Zero Cents » (\$ «1,000,000.00 ») in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than «Five Hundred Thousand Dollars and Zero Cents » (\$ «500,000.00 ») 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.

§ 2.5.3 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 2.5.1 and 2.5.2, 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.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than «Five Hundred Thousand Dollars and Zero Cents » (\$ «500,000.00 ») each accident, «Five Hundred Thousand Dollars and Zero Cents » (\$ «500,000.00 ») each employee, and «Five Hundred Thousand Dollars and Zero Cents » (\$ «500,000.00 ») policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than «One Million Dollars and Zero Cents » (\$ «1,000,000.00 ») per claim and «One Million Dollars and Zero Cents » (\$ «1,000,000.00 ») in the aggregate.

§ 2.5.7 **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.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

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 and the Owner's Consultants and will neither verify their work nor have responsibility for their errors or omissions. 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 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 Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the 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 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.

§ 3.1.5 The Architect shall 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.

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

§ 3.2 Schematic Design Phase Services

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

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, 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.

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

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

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for 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.

§ 3.2.5.1 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 4.1.1.

§ 3.2.5.2 The Architect shall consider 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.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 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 Owner's approval. The Design Development Documents 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.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 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 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 Contractor 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.

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding,

including bidding; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall, in accordance with the requirements of the Oklahoma Public Competitive Bidding Act, prepare necessary bidding information including bid notices, bid forms, the conditions of the Contract and the form of Agreement between Owner and the Contractor, all subject to the review and approval of Owner and Owner's counsel. The Architect shall assist the Owner in obtaining competitive bids and in awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders, if needed;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 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 Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor 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.

§ 3.6.1.2 The Architect shall advise and consult with the Owner 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 Contractor'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 Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment and terminates at the later of the issuance of a Certificate of Occupancy, if required or the date the Architect issues the Final Certificate for Payment. As part of Architect's Basic Services, the Architect shall assist the Owner in the preparation of the final punch list.

§ 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 Contractor, 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 unless the Owner agrees to accept the such non-conforming work. 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 Contractor, 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 Contractor. 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 Contractor, 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 Contractor 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 Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor 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 Contractor'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 Contractor 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 Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor'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 Contractor'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 Contractor'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 Contractor 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 Contractor'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 Contractor 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 Contractor; 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 check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor 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 Contractor, 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 Contractor: (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 Contractor under the Contract Documents.

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Owner
§ 4.1.1.2 Multiple preliminary designs	Owner
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Architect
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Owner
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Owner
§ 4.1.1.13 On-site project representation	Architect As Needed
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 As-constructed record drawings	N/A
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	Owner
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect’s coordination of the Owner’s consultants	Owner/Architect
§ 4.1.1.21 Telecommunications/data design	Owner/Architect will show box locations only
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.26 Multiple bid packages	Architect
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner/Architect will Assist
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

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

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

«Advertising and Permit cost will be provided as a reimbursable expense at cost of the permit plus 15%, Survey and Geotechnical Report will be provided as reimbursable expense at cost plus 10%. The Oklahoma State Fire Marshal's Office Per ICC 500 requires third party review of the structural, Architectural and MEP of a Storm Shelter. All said party review and certification shall be provided through the Architect as Additional Service at cost plus 15%. »

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

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

« »

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or 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 procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 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;
- .4 Services necessitated by decisions of the Owner 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;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .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 If the Owner provides cost estimating services itself, by an Owners Consultant, through a Construction Manager or otherwise, required revisions of the Construction Documents shall be Additional Services

§ 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 Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor'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 Contractor 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 Contractor
- .2 Site visits to the project during construction will be on an as needed basis a the appropriate times during construction
- .3 «Two » («2 ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 «One » («1 ») inspections for any portion of the Work to determine final completion.

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

§ 4.2.5 If the services covered by this Agreement have not been completed within «N/A » (« ») 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 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. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 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.

§ 5.4 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.

§ 5.5 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. The Architect can provide this service on a cost plus basis for additional services

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

§ 5.8 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.

§ 5.9 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.

§ 5.10 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.

§ 5.11 The Owner shall provide prompt written notice to the Architect 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.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor 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 Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction 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 Contractor, including the General Conditions of the Contract for Construction.

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

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' 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 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 Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 The Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect 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.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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 Contractor, 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 contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 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.

§ 8.2.4 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.

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

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

.1 Termination Fee:

«As per item 9.6 above »

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

1. « A licensing Fee equal to ten percent (10%) of the total anticipated Basic Services Fee shall be paid to the Architect
2. Said Licensing Fee is above and beyond the Architect's Basic Services Fee and any reimbursable or Additional Services Fee.

3. All outstanding invoices shall have been paid by the Owner prior to acceptance of the Licensing Fee by the Architect.
4. The Owner shall not use the Instruments of Service for other projects, unless the Owner obtains the prior written agreement of the Architect.

»

§ 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.

§ 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.

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

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

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

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

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

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

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

« »

.2 Percentage Basis
(Insert percentage value)

For services rendered during the planning of the Work described in § 3.1 through 3.5, the basis of the fee shall be the Estimate of the Cost of the Work submitted by the Construction Manager and approved by the Owner. The fee shall remain constant (except by increase for scope that may from time to time be approved by the Owner) until a Guaranteed Maximum Price (GMP) has been established by competitive bidding and the Owner awards construction contracts. If the Guaranteed Maximum Price (GMP) for construction is greater than the Estimate of the Cost of the Work, compensation shall be increased proportionately. If the Guaranteed Maximum Price (GMP) for construction is less than the estimate of the Cost of the Work, compensation shall be reduced proportionately.

« Six » (« 6 ») % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. total construction cost including all alternates that are included in the Construction Documents. This includes alternates that are not accepted. The percentage includes the Construction Manager fees, General Conditions and Change Orders that may be approved during the project. If Owner does not build the project the Architect shall be compensated for his Services.

.3 Other
(Describe the method of compensation)

« Additional Compensation for Structural Third Party Review for a Safe Room will be cost plus 15%
Additional Compensation for Permitting will be cost plus 15%
Additional Compensation for Advertisement will be cost plus 15%
Additional Compensation for Architectural and MEP Review for a Safe Room will be cost plus 15% »

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

« »

§ 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.)

«Cost Plus 15% »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus «Fifteen » percent («15 »%), 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 »	%)

Procurement Phase	«Five »	percent (	«5 »	%)
Construction Phase	«Fifteen »	percent (	«15 »	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 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, including Alternates 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.)

« »	Principal Structural Engineer	\$180.00
	Principal Architect	\$180.00
	Principal Mechanical/Electrical	\$175.00
	Project Architect	\$135.00
	Project Manager	\$105.00
	Structural Engineer	\$140.00
	Mechanical Engineer	\$140.00
	Electrical Engineer	\$140.00
	CADD Technician	\$90.00
	Clerical	\$51.00

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 .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;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus «Fifteen » percent («15 » %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

« »

§ 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.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of «Zero » (\$ «0 ») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid «Forty five » («45 ») 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.)

« » % « The rate of interest on unpaid amounts shall be equal to the interest on judgements of the districts courts of the State of Oklahoma as established 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.)

«§ 12.1 The Architect will not knowingly allow any employee of the Architect to work on school premises during normal school hours if the employee is convicted in this state, the United States or another state of: (1) any sex offense subject to the Sex Offenders Registration Act of this state, similar law of another state, or the federal sex offender registration provisions; or (2) any felony offense, unless (a) the person is a volunteer or (b) the person is performing community service hours under court order or (c) the person is performing services under a supervised work release program or (d) ten (10) ears have elapsed since the date of the criminal conviction or € the employee has received a Presidential or Gubernatorial pardon for the criminal offense.

The Architect agrees to request similar compliance statements form the Contractor and all subcontractors employed by the Contractor on the Project. No request for payment will be approved by the Architect unless accompanied by the required compliance statements. »

§ 12.2 Delete Section 8.2 – “Mediation” and Section 8.3 – “Arbitration” in their entirety and replace with the following:

“Notwithstanding the provisions of any other documents to the contrary, including, but not limited to AIA Document A201-2007 General Conditions of the Contract for Construction, the parties mutually agree that neither may be compelled to submit disputes, arising under or related to this Agreement to an form of binding meditation and/or Arbitration.”

§ 12.3 If the Owner chooses to act as his own Construction Manager, the Architect shall be retained for any issues during the Construction Phase. By executing this Agreement, the Owner in the capacity of Construction Manager acknowledges and assumes all responsibility for all Construction Means and Methods and waives any and all liability of the Architect and the Architect's Consulting Engineers.

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 B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

« »

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[« N/A »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

« »

[« N/A »] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« »

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

« »

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

OWNER *(Signature)*

« Mr. Kevin Hime, » « Superintendent »

(Printed name and title)

ARCHITECT *(Signature)*

« Mr. Kahle Wilson, AIA, » « President »

(Printed name, title, and license number, if required)

AIA[®] Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 24 day of March in the year 2022
(In words, indicate day, month and year.)

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

Lawton Public Schools
Shoemaker Center
753 NW Fort Sill Blvd.
Lawton, Oklahoma 73501
Telephone Number: (580) 357-6900

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

Design Architects Plus, Inc., Subchapter S Corporation
1501 S.W. 104th
Oklahoma City, Oklahoma 73159
Telephone Number: 405-691-9900
Fax Number: 405-691-2080

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

The 2022 AG Facility and Elementary Safe Room and Gym at Ridgecrest Elementary

The Facility shall be located at Tomlinson Middle School, 702 NW Homestead Drive and 1614 NW 47th Street, Lawton Oklahoma 73505

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.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
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.)

Initial Information provided by Owner

§ 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.)

Initial Information provided by Owner

§ 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.)

Initial Information provided by Owner and was estimated to be Approximately 1.8 million

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

.1 Design phase milestone dates, if any:

Date to be determined based on Final Scope of work

.2 Construction commencement date:

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bids pursuant to the Oklahoma Competitive Bidding Act of 1974

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

None

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Mr. Kevin Hime
Shoemaker Center
753 NW Fort Sill Blvd.
Lawton, Oklahoma 73501

Email Address:

§ 1.1.8 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.)

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

.1 Geotechnical Engineer:

To be Determined

.2 Civil Engineer:

To be Determined

.3 Other, if any:

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

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Mr. Kahle Wilson, AIA

Email Address: kwilson@dap-okc.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

To be Determined

.2 Mechanical Engineer:

To be Determined

.3 Electrical Engineer:

To be Determined

§ 1.1.11.2 Consultants retained under Supplemental Services:

To be Determined

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

Survey and Geotechnical Report will be provided as reimbursable expenses for this project

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

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

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect represents that the Architect is professionally qualified and experienced in the design and provision of architectural services for the construction and renovation of public school buildings and facilities in the State of Oklahoma. The Architect is familiar with the Project site and with the laws, codes and regulations applicable to the provision of Architect's services and to the completion and occupancy of the buildings and facilities comprising the Project. The Architect shall respond, in the design of the Project and in the provision of other services called for in this Agreement, to applicable building codes and other requirements imposed by governmental authorities having jurisdiction over the Project

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

§ 2.4 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.

§ 2.5 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.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) for each occurrence and One Million Dollars and Zero Cents (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) 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.

§ 2.5.3 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 2.5.1 and 2.5.2, 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.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) each accident, Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) each employee, and Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and One Million Dollars and Zero Cents (\$ 1,000,000.00) in the aggregate.

§ 2.5.7 **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.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5 upon request.

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 and the Owner's Consultants and will neither verify their work nor have responsibility for their errors or omissions. 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 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 Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the 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 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.

§ 3.1.5 The Architect shall 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.

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

§ 3.2 Schematic Design Phase Services

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

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, 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.

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

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

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for 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.

§ 3.2.5.1 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 4.1.1.

§ 3.2.5.2 The Architect shall consider 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.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 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 Owner's approval. The Design Development Documents 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.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 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 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 Contractor 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.

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall, in accordance with the requirements of the Oklahoma Public Competitive Bidding Act, prepare necessary bidding information including bid notices, bid forms, the conditions of the Contract and the form of Agreement between Owner and the Contractor, all subject to the review and approval of Owner and Owner's counsel. The Architect shall assist the Owner in obtaining competitive bids and in awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of the Bid Notice, Instructions to Bidders, Bid Form, Bidding Requirements, proposed contact forms including general and supplemental conditions, Specifications and Drawings.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders, If needed;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 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 Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and

Contractor 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.

§ 3.6.1.2 The Architect shall advise and consult with the Owner 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 Contractor’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 Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment and terminates at the later of the issuance of a Certificate of Occupancy, if required or the date the Architect issues the Final Certificate for Payment. As part of Architect’s Basic Services, the Architect shall assist the Owner in the preparation of the final punch list.

§ 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 Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect shall reject Work which does not conform to the Contract Documents unless the Owner agrees to accept such non-conforming Work and executes an appropriate Change Order evidencing such consent. The Change Order shall provide that the cost of any additional testing and inspection made necessary by non-conforming work shall be charged to the Contractor and deducted from the Contract Price.. 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 Contractor, 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 Contractor. 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 Contractor, 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 Contractor 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 Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the

Init.

Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor'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 Contractor 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 Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor'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 Contractor'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 Contractor'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 Contractor 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 Contractor'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 Contractor 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 Contractor; 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 check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor 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 Contractor, 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 Contractor: (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 Contractor under the Contract Documents.

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service.

Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Owner
§ 4.1.1.2 Multiple preliminary designs	Owner
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Architect
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A

Init.

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Owner
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Owner
§ 4.1.1.13 On-site project representation	Architect As Needed
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 As-constructed record drawings	N/A
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	Owner
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Owner/Architect
§ 4.1.1.21 Telecommunications/data design	Owner/Architect will show box locations only
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	Architect
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner/Architect will Assist
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

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

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

Advertising and Permit cost will be provided as a reimbursable expense at cost of the permit plus 15%, Survey and Geotechnical Report will be provided as reimbursable expense at cost plus 10% . The Oklahoma State Fire Marshal's Office Per ICC 500 requires third party review of the structural, Architectural and MEP of a Storm Shelter. All said party review and certification shall be provided through the Architect as Additional Service at cost plus 15%.

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

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

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect or when the Owner has not approved or rejects proposed Additional Services, 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. The Architect shall notify the Owner in writing of any proposed Additional Services. Such notification will describe the need for such services, the nature of the services and their estimated cost. Additional Services for which additional compensation is sought shall only be performed upon the prior written approval of the Owner

§ 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 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 procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 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;
- .4 Services necessitated by decisions of the Owner 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;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing except when required in the performance of the Architect's Construction Phase Services or Bidding Phase Services.
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .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 If the Owner provides cost estimating services itself, by an Owners Consultant, through a Construction Manager or otherwise, required revisions of the Construction Documents shall be Additional Services

§ 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 Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor'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,

Init.

- .5 Evaluating substitutions proposed by the Owner or Contractor 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 Contractor
- .2 Site visits to the project during construction will be on an as needed basis a the appropriate times during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the issuance of a Certificate of Occupancy, whichever is later t, 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 N/A () 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 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. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner's Designated Representative identified in Subparagraph 1.1.7 shall be authorized to act on the Owner's behalf with respect to the Project consistent with the terms and conditions set forth in this Agreement. The Owner's Designated Representative is not authorized to amend this Agreement nor may the Owner's Designated Representative consent to material changes in the Project or bind the Owner to the resolution of claims, disputes or other matters affecting the Owner's rights and obligations under this Agreement. 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.

§ 5.4 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.

§ 5.5 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. The Architect can provide this service on a cost plus basis for additional services

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

(Paragraph deleted)

§ 5.8 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.

§ 5.9 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.

§ 5.10 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.

§ 5.11 The Owner shall provide prompt written notice to the Architect 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.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor 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 Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction 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 Contractor, including the General Conditions of the Contract for Construction.

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

(Paragraph deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' 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 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. The Cost of the Work does not include costs resulting from the errors or omissions of the Architect.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the

Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect 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.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

(Paragraph deleted)

§ 6.7. If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents, as necessary, to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget, as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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 Contractor, 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

(Paragraphs deleted)

§ 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.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

Init.

termination. Upon termination by the Owner for cause, the Owner's non-exclusive license to use the Instruments of Services becomes permanent and irrevocable. The use shall be limited to this Project.

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

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

§ 9.7 The Architect shall cooperate fully with any successor architect employed by the Owner and shall furnish originals or copies of the Instruments of Service and all other drawings, specifications, and documents relative to the Project, including data in electronic format as may be reasonably requested. Reasonable compensation and reimbursement for expenses incurred for the assembly and delivery of such information shall be paid as Additional Services. The Owner shall not use the Instruments of Service for other projects without the prior, written consent of the Architect. 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:

As per item 9.6 above

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

1. A licensing Fee equal to ten percent (10%) of the total anticipated Basic Services Fee shall be paid to the Architect
2. Said Licensing Fee is above and beyond the Architect's Basic Services Fee and any reimbursable or Additional Services Fee.
3. All outstanding invoices shall have been paid by the Owner prior to acceptance of the Licensing Fee by the Architect.
4. The Owner shall not use the Instruments of Service for other projects, unless the Owner obtains the prior written agreement of the Architect.

(Paragraph deleted)

§ 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 9.4 and 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Oklahoma.

§ 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.

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

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests

Init.

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

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

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

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

(Paragraphs deleted)

§ 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.

§ 10.10 In any civil action or arbitration proceeding, including appeals thereof, brought for breach or to otherwise enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee in addition to such other relief as may be awarded.

ARTICLE 11 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

For services rendered during the planning of the Work described in § 3.1 through 3.5, the basis of the fee shall be the Estimate of the Cost of the Work submitted by the Construction Manager and approved by the Owner. The fee shall remain constant (except by increase for scope that may from time to time be approved by the Owner) until a Guaranteed Maximum Price (GMP) has been established by competitive bidding and the Owner awards construction contracts. If the Guaranteed Maximum Price (GMP) for construction is greater than the Estimate of the Cost of the Work, compensation shall be increased proportionately. If the Guaranteed Maximum Price (GMP) for construction is less than the estimate of the Cost of the Work, compensation shall be reduced proportionately.

Six (6) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. total construction cost including all alternates that are included in the Construction Documents. This includes alternates that are not accepted. The percentage includes the Construction Manager fees,

General Conditions and Change Orders that may be approved during the project. If Owner does not build the project the Architect shall be compensated for his Services.

.3 Other
(Describe the method of compensation)

Additional Compensation for Structural Third Party Review for a Safe Room will be cost plus 15%
Additional Compensation for Permitting will be cost plus 15%
Additional Compensation for Advertisement will be cost plus 15%
Additional Compensation for Architectural and MEP Review for a Safe Room will be cost plus 15%

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

§ 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.)

Cost Plus 15%

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (15 %), 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 (	45	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Fifteen	percent (	10	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 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, including Alternates 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.)

Principal Structural Engineer	\$180.00
Principal Architect	\$180.00
Principal Mechanical/Electrical	\$175.00
Project Architect	\$135.00
Project Manager	\$105.00
Structural Engineer	\$140.00
Mechanical Engineer	\$140.00
Electrical Engineer	\$140.00
CADD Technician	\$90.00
Clerical	\$51.00

§ 11.8 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 .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;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent (15 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 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.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty five (45) 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.)

% The rate of interest on unpaid amounts shall be equal to the interest on judgments of the district courts of the State of Oklahoma as established from time to time but never exceed 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.)

§ 12.1 The Architect will not knowingly allow any employee of the Architect to work on school premises during normal school hours if the employee is convicted in this state, the United States or another state of: (1) any sex offense subject to the Sex Offenders Registration Act of this state, similar law of another state, or the federal sex offender registration provisions; or (2) any felony offense, unless (a) the person is a volunteer or (b) the person is performing community service hours under court order or (c) the person is performing services under a supervised work release program or (d) ten (10) ears have elapsed since the date of the criminal conviction or € the employee has received a Presidential or Gubernatorial pardon for the criminal offense.

The Architect agrees to request similar compliance statements form the Contractor and all subcontractors employed by the Contractor on the Project. No request for payment will be approved by the Architect unless accompanied by the required compliance statements.

§ 12.2 Delete Section 8.2 – "Mediation" and Section 8.3 – "Arbitration" in their entirety and replace with the following:

"Notwithstanding the provisions of any other documents to the contrary, including, but not limited to AIA Document A201-2007 General Conditions of the Contract for Construction, the parties mutually agree that neither may be compelled to submit disputes, arising under or related to this Agreement to an form of binding meditation and/or Arbitration."

§ 12.3 If the Owner chooses to act as his own Construction Manager, the Architect shall be retained for any issues during the Construction Phase. By executing this Agreement, the Owner in the capacity of Construction Manager acknowledges and assumes all responsibility for all Construction Means and Methods and waives any and all liability of the Architect and the Architect's Consulting Engineers.

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 B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

.3 Exhibits:

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

[N/A] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[N/A] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:

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

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

OWNER *(Signature)*

Patty Neuwirth, President, Board of Education
(Printed name and title)



ARCHITECT *(Signature)*

Mr. Kahle Wilson, AIA, President
(Printed name, title, and license number, if required)

Encumbrance Register

Options: Year: 2021-2022, Date Range: 7/1/2021 - 6/30/2022, PO Range: 2641 - 5000, Fund Codes: 11

11	2641	02/22/2022	27493	HUNZICKER BROTHERS INC	ELETRICAL SUPPLIES FOR LHS MARQUEE	3,000.09
11	2642	02/22/2022	27493	HUNZICKER BROTHERS INC	ELECTRICAL SUPPLIES FOR EHS MARQUEE	1,549.43
11	2643	02/22/2022	27493	HUNZICKER BROTHERS INC	ELECTRICAL SUPPLIES FOR MHS MARQUEE	1,682.61
11	2644	02/22/2022	27493	HUNZICKER BROTHERS INC	ELECTRICAL SUPPLIES FOR MARQUEE AT EDISON	635.16
11	2645	02/22/2022	19005	AMAZON CAPITAL SERVICES INC	TECHNOLOGY SUPPLIES FOR LIBRARIES	10,181.41
11	2646	02/22/2022	16640	STAPLES CONTRACT & COMMERICAL INC	DYMO LABEL PRINTER 550 TURBO	300.00
11	2647	02/22/2022	1	APPLE INC	2-MACBOOK PRO 13 INCH	2,798.00
11	2648	02/22/2022	19005	AMAZON CAPITAL SERVICES INC	BOOKS	174.31
11	2649	02/22/2022	18388	CL BOYD	310 SL BACKHOE	112,535.00
11	2650	02/22/2022	18272	B & H FOTO & ELECTRONICS CORP	LASER PROJECTORS	17,968.00
11	2651	02/22/2022	928344	EVALUATION WORKS LLC	PROFESSIONAL DEVELOPMENT DYSLEXIA TRAINING	450.00
11	2652	02/22/2022	25655	FOLLETT SCHOOL SOLUTIONS LLC	DRONES	4,644.00
11	2653	02/22/2022	900902	ELMER KEITH HERRIAGE	FENCING MATERIAL FOR EHS TENNIS COURTS	1,305.00
11	2654	02/22/2022	802649	WALMART STORES EAST LP	PUZZLES, LEGO CLASSIC - EDUC. PLAY TOY	80.00
11	2655	02/22/2022	128840	SADDLEBACK INN	RMS WRESTLING STATE EHS 2/24 -26/22	949.90
11	2656	02/22/2022	25522	TRINITY MEDIA GROUP LLC	PROGRAM AD WRESTLING STATE MHS/EHS	500.00
11	2657	02/22/2022	28432	J & C HOTELS	RMS WRESTLING STATE OKC MHS 2/23-26/22	1,872.00
11	2658	02/22/2022	19005	AMAZON CAPITAL SERVICES INC	HDMI SPLITTER	16.89
11	2659	02/22/2022	27972	LAKESHORE EQUIPMENT COMPANY	PRE-K LEARNING SENSORY TRAYS, BEADS, BALLS, ETC	328.66
11	2660	02/22/2022	25796	LOCKE SUPPLY CO	MATLS FOR HVAC/ LHS/ MAINTENANCE	18,452.00
11	2661	02/22/2022	27802	STANDARD SUPPLY & DIST CO INC	INDUCER ASSEMBLY UNIT/ LRC/ MAINTENANCE	2,568.00
11	2662	02/22/2022	20706	T & W TIRE LLC	LABOR & MATLS MOUNTING TIRES/ GNDS TRLR/ 380	641.60
11	2663	02/22/2022	900902	ELMER KEITH HERRIAGE	MATLS FOR FENCING/ MAINTENANCE	995.00
11	2664	02/22/2022	248	PERMA BOUND HERTZBERG	BOOKS FOR LIBRARY	1,270.51
11	2665	02/22/2022	012085	CYNTHIA H JENKINS	REIMB/SCIENCE POSTER BOARDS	225.00
11	2666	02/23/2022	19005	AMAZON CAPITAL SERVICES INC	MAKERSPACE SUPPLIES/TIFFANY EMBRY/HUGH BISH	708.52
11	2667	02/23/2022	19005	AMAZON CAPITAL SERVICES INC	BOOK ENDS	21.59
11	2668	02/23/2022	19005	AMAZON CAPITAL SERVICES INC	BOOK TASTING SUPPLIES AND BOOK STANDS	109.52
11	2669	02/23/2022	25655	FOLLETT SCHOOL SOLUTIONS LLC	BARCODES	206.00
11	2670	02/23/2022	27052	PREMIER 1 SUPPLIES LLC	BOOKS	153.14

Encumbrance Register

Options: Year: 2021-2022, Date Range: 7/1/2021 - 6/30/2022, PO Range: 2641 - 5000, Fund Codes: 11

11	2671	02/23/2022	19005	AMAZON CAPITAL SERVICES INC	723 COVID19-WALL THERMOMETERS, BIOHAZARD ITEMS	2,912.14
11	2672	02/23/2022	055700	ALAN R TEAGUE	796 ARP HOMELESS 1 - FY22 STAND/LOCAL TRAVEL	250.00
11	2673	02/23/2022	19809	STAPLES CONTRACT & COMMERCIAL INC	OFFICE SUPPLIES	449.64
11	2674	02/23/2022	26893	BREAKOUT INC	BREAKOUT KITS	1,013.00
11	2675	02/23/2022	19005	AMAZON CAPITAL SERVICES INC	FICTION AND NON-FICTION BOOKS FOR CIRCULATION	350.00
11	2676	02/23/2022	248	PERMA BOUND HERTZBERG	BOOKS-SEQUOYAH 2023	296.11
11	2677	02/23/2022	28273	ABDO PUBLISHING	BOOKS-BIOGRAPHIES	818.20
11	2678	02/23/2022	27158	COUGHLAN COMPANIES LLC	BOOKS FOR KINDER AND PRE-K	784.63
11	2679	02/24/2022	792	OKLAHOMA SECONDARY SCHOOL ACT	ENTRY FEES/STATE SOLO & ENSEMBLE/BAND	200.00
11	2680	02/24/2022	802734	LOWE'S HOME CENTERS INC	FY22 STAND/MAKERSPACE SUPPLIES	600.00
11	2681	02/24/2022	28433	MAKER MAVEN LLC	MAKERSPACE SUPPLIES (MAKEDO, STRAWBEES, CIRCUITS)	4,129.71
11	2682	02/24/2022	19005	AMAZON CAPITAL SERVICES INC	BOOK STANDS FOR LRC	284.85
11	2683	02/24/2022	24744	VEX ROBOTICS INC	FIELD KITS	1,133.75
11	2684	02/24/2022	000856	GARY T DEES	RMS WRESTLING STATE OKC 2/25 -26/22	237.38
11	2685	02/25/2022	248	PERMA BOUND HERTZBERG	BOOKS FOR THE LIBRARY	1,477.42
11	2687	02/25/2022	24974	STATE OF OKLAHOMA	K-20 REGISTRATION FOR PRINCIPALS	4,389.00
11	2688	02/25/2022	19005	AMAZON CAPITAL SERVICES INC	MAKERSPACE SUPPLIES/SAMANTHA MARTIN/LINCOLN	959.05
11	2689	02/25/2022	19005	AMAZON CAPITAL SERVICES INC	MAKER SPACE SUPPLIES/BRENDA BROWN/CROSBY PARK	384.65
11	2690	02/25/2022	19005	AMAZON CAPITAL SERVICES INC	MAKERSPACE SUPPLIES/BRENDA BROWN/RIDGECREST	876.14
11	2691	02/25/2022	19005	AMAZON CAPITAL SERVICES INC	MKRSPACE SUP/BROOKE ROONEY/JORDAN ZEMLIN/FREEDOM	3,416.26
11	2692	02/25/2022	19005	AMAZON CAPITAL SERVICES INC	MAKERSPACE SUPPLIES/SAMANTHA MARTIN/PAT HENRY	960.37
11	2693	02/25/2022	4040	PITSCO EDUCATION LLC	MAKERSPACE SUPPLIES/VANESSA PEREZ/MEDIA CENTER	725.04
11	2694	02/28/2022	19005	AMAZON CAPITAL SERVICES INC	FY22 STAND/OFFICE AND TEACHER SUPPLIES	1,500.00
11	2695	02/28/2022	1	APPLE INC	LABOR & MATERIAL TO REPAIR LAPTOPS	640.97
11	2696	02/28/2022	25873	JR SIMPLOT COMPANY	TORDON RTU	232.32
11	2697	02/28/2022	12894	CDW GOVERNMENT, INC.	LARGE PROJECTOR SECURITY CAGE	507.14

Encumbrance Register

Options: Year: 2021-2022, Date Range: 7/1/2021 - 6/30/2022, PO Range: 2641 - 5000, Fund Codes: 11

11	2698	02/28/2022	926688	S BURK LLC	UNIT 317 BED MAT/MAINT/PLUMBING	125.00
11	2699	02/28/2022	11273	WINSUPPLY LAWTON	TRUCK SUPPLIES/MAINT/PLUMBING	2,632.10
11	2700	02/28/2022	11273	WINSUPPLY LAWTON	TRUCK SUPPLIES/MAINT/PLUMBING	925.67
11	2701	02/28/2022	14310	SYMBOLIC	2-COMPUTER SYSTEM BUILD	4,290.00
11	2702	02/28/2022	14310	SYMBOLIC	RTX 3060 12GB GRAPHIC CARD	1,192.00
11	2703	02/28/2022	28035	JQH NORMAN DEVELOPMENT LLC	LODGING/JENNIFER CRUZ/MAR 1-2, 2022	280.00
11	2704	02/28/2022	154603	JENNIFER R CRUZ	EST EXP/K20 TRAINING/MAR 1-2, 2022/NORMAN	169.50
11	2705	02/28/2022	25528	WAGNER SUPPLY CO INC	HAND SOAP	4,239.48
11	2706	02/28/2022	28035	JQH NORMAN DEVELOPMENT LLC	LODGING/MAR 1, 2022/JENNIFER TADLOCK	102.00
11	2707	02/28/2022	16245	PEREGRINE CORP.	FY22 STAND/FORMS	600.00
11	2708	02/28/2022	28035	JQH NORMAN DEVELOPMENT LLC	LODGING/KELSEY ROBERTS/MAR 1-2, 2022	278.00
11	2709	02/28/2022	28035	JQH NORMAN DEVELOPMENT LLC	LODGING/MAR 2, 2022/PAMELA SNAVELY	102.00
11	2710	02/28/2022	19005	AMAZON CAPITAL SERVICES INC	CLASSROOM SUPPLIES, GAMES	560.74
11	2711	02/28/2022	19005	AMAZON CAPITAL SERVICES INC	BOOKS	425.74
11	2712	02/28/2022	28436	OKLA GIRLS POWERLIFTING COACHES	ENTRY FEE REG GRLS POWERLIFTING EHS 2/28-3/1/22	125.00
11	2713	02/28/2022	800986	CADDO COUNTY ANADARKO PUBLIC SCHOOLS	ENTRY FEE BOYS REG POWERLIFTING 3/3/22	264.00
11	2714	02/28/2022	755	LUCKINBILL INC	REMOVE AND INSTALL 5 RTU'S LRC/380	9,950.00
11	2715	02/28/2022	802649	WALMART STORES EAST LP	SUPPLIES FOR CAREER FAIR/3-2- 22/EDMOND	100.00
11	2716	02/28/2022	27905	RINA 1 CORPORATION	RMS GRLS POWERLIFTING REG DURANT EHS 2/28-3/1/22	267.00
11	2717	02/28/2022	28010	VARSITY BRANDS HOLDING CO INC	FOOTBALL HELMETS AND PADS CMS	13,903.38
11	2718	02/28/2022	28010	VARSITY BRANDS HOLDING CO INC	FOOTBALL HELMETS EMS	10,658.38
11	2719	02/28/2022	28010	VARSITY BRANDS HOLDING CO INC	FOOTBALL PADS AND HELMETS MMS	4,085.14
11	2720	02/28/2022	28010	VARSITY BRANDS HOLDING CO INC	FOOTBALL PANTS MMS	2,862.00
11	2721	02/28/2022	2422	SPORTS ENDEAVORS INC	SOCCER EQUIPMENT MMS	5,900.00
11	2722	02/28/2022	20706	T & W TIRE LLC	LABOR & MATL TO MOUNT TIRES CONCESSION TRAILER	226.00
11	2723	03/01/2022	928413	PLAYCORE WISCONSIN INC	PLAYGROUND EQUIP & FIBER SURFACE, INSTALL/LTA/380	21,890.35
11	2724	03/01/2022	008396	EDERINALYNN C CORDES	FY22 STAND/STATE TRAVEL	1,000.00
11	2725	03/01/2022	28246	NATIONAL BUS SALES INC	2012 FORD E450	39,900.00
11	2726	03/01/2022	928412	TAYLOR MADE FENCES	LABOR FOR FENCE INSTALL AT EHS TENNIS COURTS	8,935.00
11	2727	03/01/2022	15834	LAKESHORE EQUIPMENT COMPANY	CLASSROOM GAMES & CRAYONS	517.91

Encumbrance Register

Options: Year: 2021-2022, Date Range: 7/1/2021 - 6/30/2022, PO Range: 2641 - 5000, Fund Codes: 11

11	2728	03/01/2022	19809	STAPLES CONTRACT & COMMERCIAL INC	DOUBLE SIDED WRITING DRY ERASE BOARDS	353.88
11	2729	03/01/2022	28010	VARSITY BRANDS HOLDING CO INC	SOCCER UNIFORM EMS	5,007.60
11	2730	03/01/2022	2422	SPORTS ENDEAVORS INC	BENCH COATS SOCCER MHS	2,793.51
11	2731	03/01/2022	28426	ELITE SCREENS INC	125" SCREEN FOR PE CLASSES	174.00
11	2732	03/01/2022	19005	AMAZON CAPITAL SERVICES INC	PLIERS,OFFICE SHREDDER,TRUCK TAIL LIGHTS	268.37
11	2733	03/01/2022	28434	HEDSTROM LANGUAGE RESOURCES	BOOKS FOR C. IRIZARRY (MMS), K. STEINER (MHS)	575.94
11	2734	03/01/2022	802649	WALMART STORES EAST LP	FY22 STAND/SUMMER SCHOOL SUPPLIES	1,000.00
11	2735	03/01/2022	16640	STAPLES CONTRACT & COMMERCIAL INC	FY22 STAND/SUMMER SCHOOL SUPPLIES	1,000.00
11	2736	03/01/2022	27851	TPRS PUBLISHING INC	BOOKS FOR C. BLACKBURN (TEACHER AT LHS)	57.00
11	2737	03/02/2022	11783	1AMERICAN EAGLE CO INC	BOOKS/SUPPLIES- LANGUAGE TEACHERS	948.47
11	2738	03/02/2022	19005	AMAZON CAPITAL SERVICES INC	BOOKS FOR C. IRAZARRY (TEACHER AT MMS)	155.97
11	2739	03/02/2022	802649	WALMART STORES EAST LP	MAKERSPACE SUPPLIES FOR CHE (L. SPARKS)	696.00
11	2740	03/02/2022	802649	WALMART STORES EAST LP	FY 22 STANDING PO/MS SUPPLIES/F WATSON/EISENHOWER	145.00
11	2741	03/02/2022	802734	LOWE'S HOME CENTERS INC	FY22 STANDING/MS SUPPLIES/F WATSON/PIONEER PARK	70.00
11	2742	03/02/2022	19005	AMAZON CAPITAL SERVICES INC	CLASSROOM SUPPLIES, BOOKS	113.85
11	2743	03/02/2022	16640	STAPLES CONTRACT & COMMERCIAL INC	SUPPLIES FOR GUIDANCE COUNSELORS	145.00
11	2744	03/02/2022	26858	ALLPLAYERS NETWORK INC	ANNUAL SUBSCRIPTION	2,100.00
11	2745	03/02/2022	28010	VARSITY BRANDS HOLDING CO INC	VOLLEYBALL UNIFORMS MHS	1,885.00
11	2746	03/02/2022	27415	ITS GREEK TO ME INC	TRACK UNIFORMS EMS	2,476.03
11	2747	03/02/2022	804316	OK FAM CAREER AND COMMUN LDRS OF AMERICA	REGISTRATION STATE CONVENTION MARCH 24,2022	450.00
11	2749	03/02/2022	15834	LAKESHORE EQUIPMENT COMPANY	CLASSROOM GAMES & SUPPLIES	445.38
11	2750	03/02/2022	15834	LAKESHORE EQUIPMENT COMPANY	CLASSROOM GAMES	901.81
11	2751	03/02/2022	16640	STAPLES CONTRACT & COMMERCIAL INC	RECYCLED EASEL PADS	753.87
11	2752	03/03/2022	19005	AMAZON CAPITAL SERVICES INC	SCHOOL SUPPLIES, GAMES, BOOKS	239.83
11	2753	03/03/2022	19005	AMAZON CAPITAL SERVICES INC	CLASSROOM SUPPLIES, GAMES	258.70
11	2754	03/03/2022	28436	OKLA GIRLS POWERLIFTING COACHES	ENTRY FEE STATE 3/7/22 EHS	100.00
11	2755	03/03/2022	27499	BEACON ATHLETICS LLC	FULL INFIELD COVER LHS	4,199.00
11	2756	03/03/2022	19005	AMAZON CAPITAL SERVICES INC	CLASSROOM SUPPLIES	164.76
11	2757	03/03/2022	27499	BEACON ATHLETICS LLC	TARP TUBE STORAGE ROLLERS LHS	1,259.00

Encumbrance Register

Options: Year: 2021-2022, Date Range: 7/1/2021 - 6/30/2022, PO Range: 2641 - 5000, Fund Codes: 11

11	2758	03/03/2022	28437	ASSOCIATED BUILDERS SPECIALITIES IN	FLAGPOLE WINCH-LARGE 50'-80'/FREEDOM/380	742.00
11	2759	03/03/2022	1	APPLE INC	APPLE TV'S HD 32 GB- GSC-EDI	7,450.00
11	2760	03/03/2022	16078	SCHOLASTIC INC	BOOKS	128.62
11	2761	03/03/2022	14226	BAND SHOPPE	BAND SUPPLES ARVEST FUNDS	677.23
11	2762	03/03/2022	964	INSECT LORE PRODUCTS	CATERPILLARS	258.88
11	2763	03/03/2022	805372	RCJ CONSTRUCTION INC	REMOVE & REPLACE 8X8 OVERHEAD DOOR/MAINT/380	5,600.00
11	2764	03/03/2022	19005	AMAZON CAPITAL SERVICES INC	HEADSETS FOR E-SPORTS	349.90
11	2765	03/03/2022	928399	K & C CONCRETE & CONSTRUCTION LLC	CONCRETE REPAIRS SPED ACCESS	30,000.00
11	2766	03/03/2022	926389	SCHOOL & OFFICE PRODUCTS AR	LABOR & MATLS TO REPAIR BLEACHERS/EHS MAIN GYM	5,481.00
11	2767	03/03/2022	248	PERMA BOUND HERTZBERG	BOOKS	2,076.52
11	2768	03/03/2022	19005	AMAZON CAPITAL SERVICES INC	MAKERSPACE SUPPLIES/CASSIE DEMARCUS/WOODLAND HILLS	1,128.10
11	2769	03/03/2022	28418	DICK'S SPORTING GOODS INC	TENNIS EQUIPMENT CMS	699.85
11	2770	03/03/2022	802734	LOWE'S HOME CENTERS INC	SHOVELS & MEASURING TAPE	38.94
11	2771	03/03/2022	926990	LAWTON COMMUNICATIONS LLC	RADIO ACCESSORIES	2,188.00
11	2772	03/03/2022	27737	CARDINAL'S SPORT CENTER	GOLF UNIFORMS CMS	1,141.00
11	2773	03/03/2022	19005	AMAZON CAPITAL SERVICES INC	POWERSHRED 12C15 PAPER SHREDDER	89.99
11	2774	03/04/2022	804935	ERIC ARMIN INC	CALCULATORS FOR MATH DEPT	261.50
11	2775	03/04/2022	926990	LAWTON COMMUNICATIONS LLC	PORTABLE RADIOS	1,116.00
11	2776	03/04/2022	19809	STAPLES CONTRACT & COMMERCIAL INC	FY22 STAND/CLASSROOM SUPPLIES	5,000.00
11	2777	03/04/2022	19005	AMAZON CAPITAL SERVICES INC	FY22 STAND/CLASSROOM SUPPLIES	5,000.00
11	2778	03/04/2022	20405	GRAV ENTERPRISE LLC	CAP & GOWNS FOR GATEWAY	1,997.50
11	2779	03/04/2022	27384	MERRIFIELD OFFICE & SCHOOL SUPPLIES	CAC-HON FILE CABINET	1,005.66
11	2780	03/04/2022	19005	AMAZON CAPITAL SERVICES INC	CLASSROOM SUPPLIES, GAMES	365.21
11	2781	03/04/2022	19005	AMAZON CAPITAL SERVICES INC	CLASSROOM SUPPLIES, GAMES	770.43
11	2782	03/04/2022	19005	AMAZON CAPITAL SERVICES INC	MONITOR	164.98
11	2783	03/04/2022	27999	SUBURBAN CHEVROLET INC	ARP HOMELESS #1 - CHEVY TRAVERSE	29,995.00
11	2784	03/04/2022	27555	PRO BOX PORTABLE STORAGE LLC	STORAGE BUILDING LHS BASEBALL	4,300.00
11	2785	03/04/2022	28449	GYMINI SPORTS INC	LOCK-JAW COLLAR - PAIR LHS	675.00
11	2786	03/04/2022	28316	ALL AMERICAN FITNESS EQUIPMENT LLC	WEIGHT SYSTEM MHS	62,793.88
11	2787	03/04/2022	19488	ULINE INC	PORTACOOOL'S	10,335.00
11	2788	03/04/2022	802649	WALMART STORES EAST LP	TITLE I HOMELESS-STAND FY22 ADDT'L STUDENT NEEDS	2,000.00
11	2789	03/04/2022	28010	VARSITY BRANDS HOLDING CO INC	SOFTBALL UNIFORMS AND EQUIPMENT EHS	3,534.98
11	2790	03/07/2022	26645	TEJ HOSPITALITY INC	RM GIRLS POWERLIFTING STATE ARDMORE EHS	88.13

Encumbrance Register

Options: Year: 2021-2022, Date Range: 7/1/2021 - 6/30/2022, PO Range: 2641 - 5000, Fund Codes: 11

PO	PO	DATE	AMOUNT	DESCRIPTION	DESCRIPTION	AMOUNT
11	2791	03/07/2022	128840	SADDLEBACK INN	RM BASKETBALL STATE 3/4-5/22	92.99
11	2792	03/07/2022	19809	STAPLES CONTRACT & COMMERCIAL INC	PEDESTAL DESK	773.98
11	2793	03/07/2022	926688	S BURK LLC	TRUCK 319 BED MAT/HVY EQUIP/380	125.00
11	2794	03/07/2022	19005	AMAZON CAPITAL SERVICES INC	BOOKS	102.27
11	2795	03/07/2022	926688	S BURK LLC	RUBBER BEDMATS	375.00
11	2796	03/07/2022	926821	DIGI SECURITY SYSTEMS LLC	FREEDOM AVIGILON INTERIOR CAMERAS INSTALL ONLY	11,341.65
11	2797	03/07/2022	900902	ELMER KEITH HERRIAGE	HOG RINGS FOR EHS TENNIS COURTS	44.88
11	2798	03/07/2022	273	ROYS AUTO SUPPLY	BATTERIES JLB BOOM LIFT/MAINT/380	1,976.00
11	2799	03/07/2022	6688	LOCKE SUPPLY COMPANY	HVAC 5T/LRC/380	5,024.00
11	2800	03/07/2022	802734	LOWE'S HOME CENTERS INC	COMPRESSOR TRK 319 & SHOP SUPPLIES/MAINT/380	1,542.95
11	2801	03/07/2022	28448	BRYAN'S FLOORING	LVT FLOORING/DIST WIDE/380	123,489.00
11	2802	03/07/2022	19005	AMAZON CAPITAL SERVICES INC	MEDICINE CUPS	77.11
11	2803	03/07/2022	19005	AMAZON CAPITAL SERVICES INC	CLASS MATERIALS FOR VIRTUAL STUDENTS	604.40
11	2804	03/07/2022	16922	LEARNING RESOURCES INC AND EDUCATIONAL I	VIRTUAL ESSENTIAL MATERIAL FOR VIRTUAL STUDENTS	199.80
11	2805	03/07/2022	19005	AMAZON CAPITAL SERVICES INC	CLASSROOM SUPPLIES	372.93
11	2806	03/08/2022	19005	AMAZON CAPITAL SERVICES INC	SUPPLIES FOR OFFICE	100.00
11	2807	03/08/2022	25883	ADVANCE STORES COMPANY INC	RECHARGE MACHINE	3,752.49
11	2808	03/08/2022	97	BILLINGSLEY FORD OF LAWTON INC	FY22 STAND/DIAGNOSTIC REPAIR	600.00
11	2809	03/08/2022	16076	FARM PLAN (ACCT #75334-94733)	DEF DIESEL EXHAUST FLUID	719.20
11	2810	03/08/2022	802734	LOWE'S HOME CENTERS INC	TOOLS FOR MECHANICS	476.00
11	2811	03/08/2022	802734	LOWE'S HOME CENTERS INC	TOOL BOXES FOR MECHANICS	3,032.00
11	2812	03/08/2022	809	ALBRIGHT STEEL	ALUM FLATS	897.37
11	2813	03/08/2022	19005	AMAZON CAPITAL SERVICES INC	FURNITURE - CLASSROOM - OFFICE	1,875.00
11	2814	03/08/2022	19005	AMAZON CAPITAL SERVICES INC	18 INCH BAGSMART LAPTOP BAG	45.99
11	2815	03/08/2022	926990	LAWTON COMMUNICATIONS LLC	10 MOTOROLA SL 300 PORTABLE RADIOS	3,990.00
11	2816	03/08/2022	27610	AJD INVESTMENTS LLC	RMS GIRLS BB STATE NORMAN 3/9-12/22	2,631.58
11	2817	03/08/2022	14269	REALLY GOOD STUFF LLC	INSTRUCTIONAL MATERIAL	5,200.67
11	2818	03/08/2022	926384	LAW ENFORCEMENT PSYCHOLOGICAL SERVICES	FY22 STAND- PSYCHOLOGICAL TESTING FOR OFFICERS	600.00
11	2819	03/08/2022	27999	SUBURBAN CHEVROLET INC	CHEVROLET TRAVERSE QTY-4	119,980.00
11	2820	03/08/2022	800129	VELMA ALMA PUBLIC SCHOOL	ENTRY FEE TRACK 3/8/22 MMS	135.00
11	2821	03/08/2022	19005	AMAZON CAPITAL SERVICES INC	AREA RUGS-2	99.54
11	2822	03/08/2022	27956	LENNOX INDUSTRIES	4T RTU/MMS TEACHER LOUNGE/MAINTENANCE	4,384.00
11	2823	03/08/2022	19005	AMAZON CAPITAL SERVICES INC	STAFF WORKROOM & SPED CLASSES	3,961.08

Encumbrance Register

Options: Year: 2021-2022, Date Range: 7/1/2021 - 6/30/2022, PO Range: 2641 - 5000, Fund Codes: 11

PO	LINE	DATE	AMOUNT	DESCRIPTION	ITEMS	AMOUNT
11	2824	03/08/2022	19809	STAPLES CONTRACT & COMMERCIAL INC	ITEMS FOR STAFF WORKROOM	1,466.84
11	2825	03/08/2022	27818	MUNICIPAL ACCOUNTING SYSTEMS INC	SOFTWARE SUPPORT, PD, CONSULTING	7,500.00
11	2826	03/08/2022	19005	AMAZON CAPITAL SERVICES INC	LIB BOOKS/FURNITURE/CUSTODIAL SUPPLIES	3,821.00
11	2827	03/08/2022	17990	HAL LEONARD LLC	JOHN JACOBSON HATS SPRING MUSICAL	84.99
11	2828	03/08/2022	248	PERMA BOUND HERTZBERG	BOOKS	1,409.23
11	2829	03/08/2022	19005	AMAZON CAPITAL SERVICES INC	HEADPHONES FOR MS. HIGGINBOTHAM	224.67
11	2830	03/08/2022	28417	DOUGLAS FOOD STORES INC	KITCHEN EQUIPMENT FOR MAC MIDDLE	98,924.92
11	2831	03/08/2022	19449	WOODWIND & BRASSWIND INC	YEP-321 SERIES 4- VALVE EUPHONIUM REGULAR SILVER	2,375.00
11	2832	03/08/2022	543	NASCO	ART SUPPLIES/SEE ATTACHED	1,558.72
11	2833	03/08/2022	19005	AMAZON CAPITAL SERVICES INC	MATERIALS FOR LIBRARY	144.94
11	2834	03/08/2022	919565	SOUTHERN PLAINS ELECTRICAL INC	REPAIR EHS BASEBALL FIELD LIGHT	7,036.00
11	2835	03/08/2022	28010	VARSITY BRANDS HOLDING CO INC	BASKETBALL UNIFORMS EMS	2,485.00
11	2836	03/08/2022	19005	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	462.00
11	2837	03/08/2022	19005	AMAZON CAPITAL SERVICES INC	MATH MANIPULITIVES 5TH GRADE	198.86
11	2838	03/09/2022	19005	AMAZON CAPITAL SERVICES INC	LIBRARY BOOKS	268.72
11	2839	03/09/2022	19017	DEMCO, INC	LIBRARY SUPPLIES	1,536.73
11	2840	03/09/2022	11341	THE LIBRARY STORE INC.	BOOK STANDS FOR LIBRARY	364.63
11	2841	03/09/2022	248	PERMA BOUND HERTZBERG	LIBRARY BOOKS	4,707.76
11	2842	03/09/2022	19005	AMAZON CAPITAL SERVICES INC	LIBRARY BOOKS	621.00
11	2843	03/09/2022	20170	BARNES & NOBLE BOOKSELLERS	BOOKS FOR LVA	433.72
11	2844	03/09/2022	12545	GL GROUP INC	BOOKS	1,500.00
11	2845	03/09/2022	802773	HOME DEPOT CREDIT SERVICES	WASHER/DRYER STACK FOR SCHOOL USE	1,549.00
11	2846	03/09/2022	802773	HOME DEPOT CREDIT SERVICES	UTILITY CABINETS FOR INTERMEDIATE CLASSROOMS	1,069.00
11	2847	03/09/2022	19005	AMAZON CAPITAL SERVICES INC	SUPPLIES FOR THE LIBRARY	435.00
11	2848	03/09/2022	248	PERMA BOUND HERTZBERG	LIBRARY BOOKS	1,327.21
11	2849	03/09/2022	19005	AMAZON CAPITAL SERVICES INC	EAST OF EDEN CLASS SET 30	567.00
11	2851	03/09/2022	18272	B & H FOTO & ELECTRONICS CORP	VARIOUS LIGHTING - AUDITORIUM	315.40
11	2852	03/09/2022	27832	TRAFERA HOLDINGS LLC	WASHINGTON ELEM HOVERCAM TRANSPARENT WRITNG EGLASS	22,919.00
11	2853	03/09/2022	19005	AMAZON CAPITAL SERVICES INC	TECHNOLOGY SUPPLIES FOR LIBRARIES	2,706.96
11	2854	03/09/2022	926585	TRUGREEN LIMITED PARTNERSHIP	FY22 STAND/WEED SPRAYING/FERTILIZE/DISTRICT-WIDE	13,633.00
11	2855	03/09/2022	6688	LOCKE SUPPLY COMPANY	3T,4T,5T HVAC UNITS/LRC/MAINTENANCE	11,449.49

Encumbrance Register

Options: Year: 2021-2022, Date Range: 7/1/2021 - 6/30/2022, PO Range: 2641 - 5000, Fund Codes: 11

LINE	PO NO	DATE	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
11	2856	03/09/2022	28010	VARSITY BRANDS HOLDING CO INC HELMET RECONDITIONING MMS		4,754.00
11	2857	03/09/2022	28010	VARSITY BRANDS HOLDING CO INC HELMET RECONDITIONING MMS		1,721.66
11	2858	03/09/2022	28010	VARSITY BRANDS HOLDING CO INC HELMET RECONDITIONING CMS		2,231.78
11	2859	03/09/2022	19005	AMAZON CAPITAL SERVICES INC LIFE SCIENCE STEM PROJECT-ALL TEACHERS		305.50
11	2860	03/09/2022	802734	LOWE'S HOME CENTERS INC HARDWARD (BRACKETS) FOR FURNITURE CC		150.00
11	2861	03/09/2022	19005	AMAZON CAPITAL SERVICES INC BOOK FOR LIBRARY		12.52
11	2862	03/09/2022	9252	SAMS CLUB DIRECT MAKERSPACE SUPPLIES/VANESSA PEREZ/MEDIA CENTER		1,020.00
11	2863	03/09/2022	802649	WALMART STORES EAST LP MAKERSPACE SUPPLIES		450.12
11	2864	03/09/2022	27830	SCHOOL SPECIALTY LLC MAKERSPACE SUPPLIES/VANESSA PEREZ/MEDIA CENTER		2,606.71
11	2865	03/10/2022	19005	AMAZON CAPITAL SERVICES INC FICTION BOOKS		60.00
11	2866	03/10/2022	1109	THE HOUSE OF CLAY CLAY FOR ART		288.00
11	2867	03/10/2022	27961	HOBBY LOBBY STORES INC SUPPLIES FOR ART		998.40
11	2868	03/10/2022	543	NASCO SUPPLIES FOR CLASSROOM		85.00
11	2869	03/10/2022	19005	AMAZON CAPITAL SERVICES INC ITEMS FOR CONCESSION STAND AND BUILDING USE		1,091.03
11	2870	03/10/2022	19005	AMAZON CAPITAL SERVICES INC ITEMS FOR CMS FRONT OFFICE		445.12
11	2871	03/10/2022	19005	AMAZON CAPITAL SERVICES INC WIRELESS MIKE SYSTEM FOR ATHLETICS/FCA		114.99
11	2872	03/10/2022	19005	AMAZON CAPITAL SERVICES INC SCIENCE PROJECTS/EXPERIMENTS EQUIPMENT/KITS		783.22
11	2873	03/10/2022	624	BLICK ART MATERIALS LLC ART SUPPLIES FOR ART DEPARTMENT		790.14
11	2874	03/10/2022	19809	STAPLES CONTRACT & COMMERCIAL INC SUPPLIES FOR TEACHERS		736.06
11	2875	03/10/2022	19005	AMAZON CAPITAL SERVICES INC ITEMS FOR TEACHERS TO USE		131.58
11	2876	03/10/2022	624	BLICK ART MATERIALS LLC CONSTRUCTION PAPER FOR BUILDING		456.01
11	2877	03/11/2022	14085	MELODY HOUSE INC STEPHEN FITE CONCERT		848.00
11	2878	03/11/2022	6688	LOCKE SUPPLY COMPANY 4T HVAC /LHS ATTEND OFFICE/380		4,317.62
11	2879	03/11/2022	28541	BLUE MOON SCREEN PRINTING AND EMBROIDERY PPE FOR GROUNDS STAFF		424.00
11	2880	03/11/2022	19005	AMAZON CAPITAL SERVICES INC BOOKS		1,788.00
11	2881	03/11/2022	20405	GRAV ENTERPRISE LLC DIPLOMAS & COVERS		1,493.92
11	2882	03/11/2022	925134	SHEFFIELD CONSTRUCTION LLC PAINTING OFFICES AT SHOEMAKER		24,326.00
11	2883	03/11/2022	19005	AMAZON CAPITAL SERVICES INC BOOKS		158.11
11	2884	03/11/2022	19005	AMAZON CAPITAL SERVICES INC LIBRARY BOOKS		395.00
11	2885	03/11/2022	28455	EL RENO QB CLUB ENTRY FEE POWERLIFTING STATE EHS		150.00
11	2886	03/11/2022	19005	AMAZON CAPITAL SERVICES INC WHO WAS BOOKS		137.00
11	2887	03/11/2022	27961	HOBBY LOBBY STORES INC OFFICE DECOR		300.00
11	2888	03/11/2022	27108	NRTH AMERICAN INSUR AGENCY OF LAWTON HVAC&PLMB LIABILITY RENEWAL/BLAKE KEPHART/380		1,128.00

Encumbrance Register

Options: Year: 2021-2022, Date Range: 7/1/2021 - 6/30/2022, PO Range: 2641 - 5000, Fund Codes: 11

Line	PO	DATE	AMOUNT	DESCRIPTION	DESCRIPTION	AMOUNT
11	2889	03/11/2022	17897	UNIPAK CORP	40X48 16 MIC TRASHBAGS/DIST WIDE/380	5,635.00
11	2890	03/11/2022	755	LUCKINBILL INC	REMOVE 3 RTU'S INSTALL 3 RTU'S/EHS CAFE/380	5,135.00
11	2891	03/11/2022	27720	ROBERT L HINER	IMPRESSON LOGO MATS/EISENHOWER HS	5,087.70
11	2892	03/11/2022	927295	KAYSER MECHANICAL, INC	REMOVE 1 RTU, INSTALL 1 RTU/EHS WEIGHT RM/380	2,695.00
11	2893	03/11/2022	923206	DUNCAN JANITORIAL & INDUST SPLY INC	PF14 DUAL MOTOR VACUUM/LRC & DIST/380	8,835.00
11	2894	03/11/2022	927222	CLASSIC CARPET & TILE LAWTON	GRANIT TOP/SHOEMAKER/380	480.15
11	2895	03/11/2022	28440	FOLLETT CONTENT SOLUTIONS LLC	LIBRARY BOOKS	1,299.97
11	2896	03/11/2022	1	APPLE INC	795-IPADS & CHARGERS FOR STUDENT INSTRUCTION	187,800.00
11	2897	03/11/2022	19005	AMAZON CAPITAL SERVICES INC	LAPTOP CASE	50.00
11	2898	03/11/2022	20706	T & W TIRE LLC	2 TIRES TRUCK 248/MAINTENANCE/380	395.80
11	2899	03/11/2022	755	LUCKINBILL INC	LABOR REMOVE,REPLACE 2 RTU'S/EHS LOCKER RMS/380	3,155.00
11	2900	03/11/2022	512	AAFEX FIRE SYSTEMS	LABOR & MATERIALS SECURITY SYS/ALMOR WEST/380	2,200.00
11	2901	03/11/2022	19005	AMAZON CAPITAL SERVICES INC	RECYCLED EASEL PADS	525.00
11	2902	03/11/2022	28065	JPMORGAN CHASE BANK	RIDE-ON FLOOR SCRAPER/SPECIALTY EQUIP. RENTALS/380	32,325.00
11	2903	03/11/2022	28440	FOLLETT CONTENT SOLUTIONS LLC	DREMEL 3D PRINTERS	35,892.90
11	2904	03/11/2022	19005	AMAZON CAPITAL SERVICES INC	796 ARP HOMELESS#1-SCREEN PROTECTORS	31.96

Non-Payroll Total:	\$1,406,505.41
Payroll Total:	\$0.00
Balance Forward:	\$0.00
Report Total:	\$1,406,505.41

Encumbrance Register

Options: Year: 2021-2022, Date Range: 7/1/2021 - 6/30/2022, PO Range: 20 - 5000, Fund Codes: 21

21	20	03/10/2022	27108	NRTH AMERICAN INSUR AGENCY OF LAWTON	BOND/BLAKE KEPHART/MAINTENANCE	100.00
21	21	03/10/2022	928454	BWA ARCHITECTS PLLC	ARCHITECT FEES/INDOOR ATHLETIC FACILITIES	303,000.00
21	22	03/11/2022	813	CLAYCO INDUSTRIES INC	LABOR AND MATERIALS FOR NEW ROOF/SULL VILL	392,877.00
21	23	03/11/2022	25894	STATE OF OKLAHOMA	ADMINISTRATIVE FEES FOR NEW ROOF/SULL VILL	13,750.70
21	24	03/11/2022	928456	HP ENGINEERING INC	HVAC NARRATIVE/ALL LOCATIONS	10,000.00
Non-Payroll Total:						\$719,727.70
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$719,727.70

Encumbrance Register

Options: Year: 2021-2022, Date Range: 7/1/2021 - 6/30/2022, PO Range: 39 - 5000, Fund Codes: 32

32	39	03/01/2022	901962	GARDEN DEPOT INC	MHS/INSTALLATION/BORING, DRAIN, & COLLECTOR BOX	14,042.38
32	40	03/01/2022	802750	GREG W COX, INC	INTERIOR FIRE DOORS	5,238.00
32	41	03/08/2022	27999	SUBURBAN CHEVROLET INC	CHEVROLET TRAVERSE @ GOVERNMENT CONTRACT PRICE	59,990.00
32	42	03/11/2022	922714	RUSSELL INTERIORS INC	PARTS & LABOR SHADES/LHS/380	10,980.00
32	43	03/11/2022	922714	RUSSELL INTERIORS INC	PARTS & LABOR WINDOW SHADES/LINCOLN/380	760.00
32	44	03/11/2022	903315	H LESTER SEIGER	CIVIL ENGINEERING EXTREME MAKEOVER/LINCOLN	17,600.00
32	45	03/11/2022	928457	T E CONSTRUCTION	GYM/CONCRETE WORK/MACARTHUR HIGH	12,570.00
32	46	03/11/2022	928457	T E CONSTRUCTION	LIBRARY/ CONCRETE WORK/ MACARTHUR HIGH	13,680.00
Non-Payroll Total:						\$134,860.38
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$134,860.38

Encumbrance Register

Options: Year: 2021-2022, Date Range: 7/1/2021 - 6/30/2022, PO Range: 169 - 5000, Fund Codes: 33

33	169	02/23/2022	19809	STAPLES CONTRACT & COMMERCIAL INC	DESK CHAIRS FOR TEACHERS	1,499.85
33	170	02/23/2022	28329	TODAYS CLASSROOM LLC	STUDENT CHAIRS	10,780.85
33	171	03/02/2022	19005	AMAZON CAPITAL SERVICES INC	TALL OFFICE CHAIRS & MEDIA CARTS	2,405.88
33	172	03/03/2022	27972	LAKESHORE EQUIPMENT COMPANY	MANIPULATIVES FOR 3 YR AUTISM CLASSES	3,258.05
33	173	03/03/2022	19005	AMAZON CAPITAL SERVICES INC	WEIGHTED VESTS FOR AUTISM CLASSROOM	171.96
33	174	03/03/2022	19809	STAPLES CONTRACT & COMMERCIAL INC	OFFICE CHAIR	220.89
33	175	03/03/2022	802734	LOWE'S HOME CENTERS INC	SILVER CONTAINMENT FENCE FOR FARM TO TABLE	69.96
33	176	03/03/2022	15623	ACCUCUT LLC	WORKROOM DIECUTS	1,500.00
33	177	03/04/2022	624	BLICK ART MATERIALS LLC	ART SUPPLIES FOR 2022YR. LHS ART CLASS	550.97
33	178	03/04/2022	27493	HUNZICKER BROTHERS INC	ELECTRICAL SUPPLIES	918.29
33	179	03/08/2022	19005	AMAZON CAPITAL SERVICES INC	OFFICE CHAIRS & MAILBOXES	749.95
33	180	03/08/2022	10980	NATIONAL BUSINESS FURNITURE	FY22 STAND/FURNITURE/LINCOLN	22,438.38
33	181	03/08/2022	10980	NATIONAL BUSINESS FURNITURE	FY22 STAND/FURNITURE/CLEVELAND	7,396.00
33	182	03/08/2022	10980	NATIONAL BUSINESS FURNITURE	FY22 STAND/FURNITURE/MEDIA CENTER	8,599.85
33	183	03/11/2022	15623	ACCUCUT LLC	ACCU-CUT REPLACEMENT MACHINE & DIE CUTS	1,883.88
33	184	03/11/2022	20191	PIONEER VALLEY EDUCATIONAL PRESS	RTI MATERIALS- READING CENTERS	651.00
33	185	03/11/2022	27972	LAKESHORE EQUIPMENT COMPANY	REPLACEMENT CARPET, PLAY KITCHEN, CHAIRS	1,990.25
33	186	03/11/2022	19005	AMAZON CAPITAL SERVICES INC	LIBRARY BOOKS	489.11
33	187	03/11/2022	27158	COUGHLAN COMPANIES LLC	BOOKS FOR LIBRARY	2,671.43
33	188	03/11/2022	248	PERMA BOUND HERTZBERG	BOOKS	2,333.52
33	189	03/11/2022	25655	FOLLETT SCHOOL SOLUTIONS LLC	BOOKS	1,187.93
33	190	03/11/2022	27158	COUGHLAN COMPANIES LLC	BOOKS	972.36
33	191	03/11/2022	16021	JW PEPPER AND SON INC	SHEET MUSIC	27.84
33	192	03/11/2022	14226	BAND SHOPPE	ELECTRONICS	770.00
33	193	03/11/2022	19449	WOODWIND & BRASSWIND INC	INSTRUMENTS/EQUIPMENT	1,576.50
33	194	03/11/2022	19583	STEVE WEISS MUSIC	PERCUSSION INSTRUMENTS	894.95
33	195	03/11/2022	245	PENDER'S MUSIC COM	MUSIC	250.00
33	196	03/11/2022	19005	AMAZON CAPITAL SERVICES INC	CLASSROOM SUPPLIES	254.91
33	197	03/11/2022	16021	JW PEPPER AND SON INC	MUSIC FOR BAND	1,869.00
33	198	03/11/2022	919491	DAVID D JACKSON	REPAIRS / SUPPLIES FOR BAND	5,000.00
33	199	03/11/2022	16021	JW PEPPER AND SON INC	MUSIC FOR ORCHESTRA	200.00
33	200	03/11/2022	19005	AMAZON CAPITAL SERVICES INC	SUPPLIES FOR ORCHESTRA	800.00
33	201	03/11/2022	19005	AMAZON CAPITAL SERVICES INC	LIBRARY BOOKS	208.81
33	202	03/11/2022	20170	BARNES & NOBLE BOOKSELLERS	LIBRARY BOOKS	1,942.49
33	203	03/11/2022	248	PERMA BOUND HERTZBERG	LIBRARY BOOKS	2,301.10

Encumbrance Register

Options: Year: 2021-2022, Date Range: 7/1/2021 - 6/30/2022, PO Range: 169 - 5000, Fund Codes: 33

33	204	03/11/2022	27158	COUGHLAN COMPANIES LLC	LIBRARY BOOKS	1,709.36
33	205	03/11/2022	28440	FOLLETT CONTENT SOLUTIONS LLC	LIBRARY BOOKS	1,330.72
Non-Payroll Total:						\$91,876.04
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$91,876.04

Change Order Listing

Options: Fund: GENERAL FUNDS, Year: 2021-2022, ReferenceDate: PO Date, Date Range: 3/4/2022 - 6/30/2022, Minimum Amount Change: \$200.00, Include Negative Changes: False

411	07/01/2021	19005	AMAZON CAPITAL SERVICES INC	INSTRUCTIONAL SUPPLIES	4,320.00
894	07/19/2021	012296	DAVID D SMITH	LOCAL TRAVEL	350.00
1486	09/15/2021	802649	WALMART STORES EAST LP	FY22 STANDING FOR MS SUPPLIES - C. WILSON	500.00
1872	11/05/2021	926990	LAWTON COMMUNICATIONS	FCC LICENSING	1,160.00
1962	11/18/2021	19005	AMAZON CAPITAL SERVICES INC	FY22 STANDING SCHOOL AND	300.00
2054	12/06/2021	19005	AMAZON CAPITAL SERVICES INC	INSTRUCTIONAL SUPPLIES FY22	2,500.00
2055	12/06/2021	19005	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES FY22 STANDING	2,000.00
2425	01/31/2022	28329	TODAYS CLASSROOM LLC	SHIPPING	352.00
2761	03/02/2022	14225	BAND SHOPPE	BAND SUPPLES ARVEST FUNDS	236.13
2813	03/08/2022	19005	AMAZON CAPITAL SERVICES INC	SHIPPING	200.00

Non-Payroll Total: \$11,918.13

Payroll Total: \$0.00

Report Total: \$11,918.13

Change Order Listing

Options: Fund: BOND FUND (2017), Year: 2021-2022, ReferenceDate: PO Date, Date Range: 3/4/2022 - 6/30/2022, Minimum Amount Change: \$200.00, Include Negative Changes: False

170	02/23/2022	28329	TODAYS CLASSROOM LLC	SHIPPING	795.05
-----	------------	-------	----------------------	----------	--------

Non-Payroll Total:	\$795.05
Payroll Total:	\$0.00
Report Total:	<u>\$795.05</u>

Lawton Public Schools
Lawton, Oklahoma

Administrative Services Division
Purchasing Department

Payroll Encumbrance Purchase Orders

March 24, 2022

FY22 Payroll Encumbrance Purchase Order Numbers:

PO# 50000 - 52726

**LAWTON PUBLIC SCHOOLS
SUMMARY OF FINANCIAL ACTIVITIES
FY22 FEB**

FUND	Beginning Period Balance	Prior Year Outstanding	Prior Year OS Checks Cleared	Period Revenue	Paid FY22 (include wires&WC)	Prior Month Outstanding Checks	Outstanding FY22	CASH BALANCE
GENERAL FUND (11)	\$ 31,879,326.90	\$ 9,062.20	\$ -	\$ 10,188,528.95	\$ 20,573,844.13	\$ 312,568.07	\$ 2,361,415.63	\$ 23,551,921.48
BUILDING LEVY FUND (21)	\$ 3,811,367.73	\$ -	\$ -	\$ 1,112,291.38	\$ (9,666,203.41)	\$ -	\$ -	\$ 14,589,862.52
MUNICIPAL TAX (26)	\$ 551,137.62	\$ -	\$ -	\$ -	\$ 185,275.60	\$ -	\$ 51,707.13	\$ 417,569.15
BOND (32)	\$ 5,872,586.03	\$ -	\$ -	\$ -	\$ 80,676.11	\$ -	\$ -	\$ 5,791,909.92
BOND 2017 (33)	\$ 5,345,987.77	\$ -	\$ -	\$ 176,013.91	\$ 92,058.99	\$ 68,414.57	\$ -	\$ 5,361,528.12
LEASE PURCH (34)	\$ 994.51	\$ -	\$ -	\$ 0.01	\$ -	\$ -	\$ -	\$ 994.52
SINKING (41)	\$ 13,102,171.50	\$ -	\$ -	\$ 609,419.57	\$ 5,878,850.00	\$ -	\$ -	\$ 7,832,741.07
ENDOW (50)	\$ 199,993.91	\$ -	\$ -	\$ (2,180.02)	\$ 6,000.00	\$ -	\$ -	\$ 191,813.89
ACTIVITY (60)	\$ 2,853,995.52	\$ 8,665.95	\$ -	\$ 161,052.35	\$ 95,864.58	\$ -	\$ -	\$ 2,927,849.24
GIFTS (81)	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 500.00	\$ 3,000.00
WC (83)	\$ 13,272.26	\$ -	\$ -	\$ -	\$ 1,571.08	\$ -	\$ -	\$ 11,701.18
	\$ 63,634,833.75	\$ 17,728.15	\$ -	\$ 12,245,126.15	\$ 17,247,937.08	\$ 382,482.64	\$ 2,413,622.76	\$ 60,680,891.09

Lawton Public Schools
Business Operations

Report of Activity Fund Custodian

March 24, 2022

REQUEST APPROVAL TO MAKE THE FOLLOWING TRANSFER:

<u>Acct. Credited</u>	<u>Acct. Debited</u>	<u>Purpose</u>	<u>Amount</u>
1. EHS JROTC	MHS JROTC	JROTC BALL & DJ	\$200.00

**Lawton Public Schools
Business Operations**

Report of Activity Fund Custodian

March 24, 2022

REQUEST APPROVAL TO ESTABLISH NEW ACCOUNTS:

Acct Name/Number	Source of Revenue	Approved Expenditures
Lawton High School (LHS) e-Sports (880)	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Fundraising expenses 2. Club activities/events/functions 3. Instructional/non-instructional supplies, materials, equipment and furniture 4. Funds transferred 5. Reimbursement of expenses 6. Refreshments/supplies
MacArthur High School (MHS) Co-Ed Volleyball (Non Athletic) (874)	1. Fundraisers 2. Dues, fees, donations 3. Grants 4. Funds transferred	1. Club activities/events/functions 2. Uniforms/Equipment/Repairs 3. Competition expenses 4. Student awards 5. Refreshments/supplies 6. School/community services/projects 7. Fundraising expenses 8. Funds transferred 9. Reimbursement of expenses
Media Center Technology Student Assoc (TSA) (944)	1. Fundraisers 2. Dues, fees, donations 3. Funds transferred	1. Instructional/non-instructional supplies 2. materials, equipment and furniture 3. Fundraising expenses 4. Travel expenses/competition fees/materials 5. Club activities/events/functions 6. Refreshments/supplies 7. Student awards/incentives 8. School/community projects/services 9. Reimbursement of expenses



**Minutes of the Lawton Public Schools Board of
Education Regular Meeting
Held on Thursday, February 24, 2022**

The Board of Education of Independent School District I-8, Comanche County, Oklahoma, met on Thursday, February 24, 2022 at 5:15 PM in the Shoemaker Center Auditorium, 753 NW Fort Sill Blvd, Lawton, Oklahoma.

CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL

Patty Neuwirth, President, called the meeting to order. Superintendent Kevin Hime led the flag salute. Roll call indicated the following board members were present:

Mary Bradley: Present
Carla Clodfelter: Absent
Patty Neuwirth: Present
Zeldon Rice: Present
Mark Scott: Present
Col. Rhett Taylor: Absent

SPECIAL GUESTS/SPECIAL RECOGNITIONS - KEVIN HIME AND PATTY NEUWIRTH - There were no special guests.

REPORT OF THE SUPERINTENDENT

a. **Motion Passed:** Receive bids for the purchase of \$7,600,000 general obligation bonds, series 2022A of the district and vote to award said bonds to the lowest bidder complying with the notice of sale and instructions to bidders or to reject all bids, passed with a motion by Mary Bradley and a second by Zeldon Rice. The lowest bidder was Country Club Bank.

Mark Scott: Yes
Mary Bradley: Yes
Patty Neuwirth: Yes
Zeldon Rice: Yes

b. **Motion Passed:** Consider and take action with respect to a resolution providing for the issuance of general obligation bonds, series 2022A in the sum of \$7,600,000 by independent school district number 8 of Comanche County, Oklahoma, authorized at an election duly called and held for such purpose; prescribing form of bonds; providing for registration thereof; providing for levy of an annual tax for the payment of principal and interest on the same and fixing other details of the issue; approving the forms of a continuing disclosure agreement and an official statement; establishing the school district's reasonable expectation with respect to issuance of tax-exempt

obligations for calendar year 2022 and designating the bonds as qualified tax-exempt obligations; and authorizing executions and actions necessary for the issuance and delivery of the bonds, passed with a motion by Mark Scott and a second by Zeldon Rice.

Mark Scott: Yes
Mary Bradley: Yes
Patty Neuwirth: Yes
Zeldon Rice: Yes

c. **Motion Passed:** Receive bids for the purchase of \$1,200,000 general obligation bonds, taxable series 2022B of the district and vote to award said bonds to the lowest bidder complying with the notice of sale and instructions to bidders or to reject all bids, passed with a motion by Mary Bradley and a second by Mark Scott. The lowest bidder was Northland Securities, Inc.

Mark Scott: Yes
Mary Bradley: Yes
Patty Neuwirth: Yes
Zeldon Rice: Yes

d. **Motion Passed:** Consider and take action with respect to a resolution providing for the issuance of general obligation bonds, taxable series 2022B in the sum of \$1,200,000 by independent school district number 8 of Comanche County, Oklahoma, authorized at an election duly called and held for such purpose; prescribing form of bonds; providing for registration thereof; providing for levy of an annual tax for the payment of principal and interest on the same and fixing other details of the issue; approving the forms of a continuing disclosure agreement and an official statement; and authorizing executions and actions necessary for the issuance and delivery of the bonds, passed with a motion by Mark Scott and a second by Mary Bradley.

Mark Scott: Yes
Mary Bradley: Yes
Patty Neuwirth: Yes
Zeldon Rice: Yes

e. Excellence in Education - There were no presentations

f. Information Item - Updated reports from Business Operations and Educational Services were provided to the board, sharing both recent and pending activities in their departments ensuring the board members stay informed about the district functions and initiatives.

g. Superintendent's Announcement(s) – There were no announcements

6. Consent Agenda

a. Report of the Purchasing Agent/Encumbrance Clerk - Sheila Relf

1. Approve Purchase Orders

General Fund (11) Purchase Order Numbers 2415 - 2640

Building Fund (21) Purchase Order Number 19

Municipal Fund (26) #xxx-xxx

Bond Fund (32) Purchase Order Number 38

Bond Fund (33) Purchase Order Numbers 143 - 168

Endowment Fund (50) #xxx-xxx

Gift Fund (81) #xxx-xxx

2. Change Order Listing

3. Payroll Encumbrance Purchase Order Numbers 50000 - 52705

b. Report of the Chief Financial Officer - Lance Gibbs

1. Treasurer's Report for the Month of January 2022

2. Building Fund and General Fund Supplemental Appropriations

c. Report of the Activity Fund Custodian - LaQuinta Chambers

1. Activity Fund Transfers, Expenditures, Establishments, and Amendments

d. Approval of the Minutes of the February 1, 2022 Regular Board Meeting

e. Item(s) Removed from the Consent Agenda for Separate Action

f. Approval of the Balance of the Consent Agenda

Motion Passed: Motion to approve the balance of the consent agenda passed with a motion by Zeldon Rice and a second by Mark Scott.

Mark Scott: Yes

Mary Bradley: Yes

Patty Neuwirth: Yes

Zeldon Rice: Yes

g. Approval of Item that was Previously Pulled for Separate Action – No items were pulled

PROPOSED EXECUTIVE SESSION TO DISCUSS: There was no executive session

SUPERINTENDENT'S PERSONNEL REPORT

Motion Passed: Motion to approve the Superintendent's Personnel Report both Exhibit A and B passed with a motion by Zeldon Rice and a second by Mary Bradley.

Mark Scott: Yes

Mary Bradley: Yes

Patty Neuwirth: Yes

Zeldon Rice: Yes

NEW BUSINESS – There was no new business

THE NEXT REGULAR BOARD MEETING DATE IS THURSDAY, MARCH 24, AT 5:15 P.M., IN THE SHOEMAKER CENTER AUDITORIUM.

SETTING NEW BOARD MEETING DATES – No new dates were set

BOARD ANNOUNCEMENTS - There were no announcements

ADJOURNMENT – The meeting adjourned at 5:19 p.m.

I, the undersigned clerk of the Board of Education of Lawton Public Schools, District I-8, Comanche County, Oklahoma, do hereby certify that prior notice of this meeting was given to the County Clerk of Comanche County, Oklahoma, listing the time, place, and date of the meeting. I also certify that at least 24 hours prior to the meeting, notice of the time and place and the agenda were posted in prominent view of the location of the meeting and in all respects Title 25, O.S. (Supp.) both inclusive, have been complied with fully.

Witness my hand and seal of the school district this Wednesday, March 2, 2022.

School Seal:

Carla Dewberry-Fulner, Clerk of the Board

Schyla Wright, Minutes Clerk

Patty Neuwirth, President

HUMAN RESOURCES

Personnel Report March 24, 2022

The following RESIGNATIONS have been received:

CERTIFIED

NAME	ASSIGNMENT	LOCATION	END DATE
Bimber, Dana	Cherrleading Coach	CMS	5/19/2022
DeLong, Seth	Teacher	MHS	2/15/2022
Landoll, Karen Sue	Teacher	Learning Tree Acade	5/19/2022
Muniz, Edward	Teacher	CMS	3/11/2022
Robertson, Allegra	BOB Coordinator	Districtwide	3/22/2022

SUPPORT

NAME	ASSIGNMENT	LOCATION	END DATE
Engel, Kyle D.	Landscape Worker	Grounds	3/21/2022
Hedges, Jessica	School Marshall	Districtwide	3/18/2022
Jones, Isabella	Personal Care Assistant	Learning Tree Acade	3/8/2022
Ribucan Leong, Brysc	Cook	Hugh Bish	3/14/2022
Riner, Charles	Carpenter	Maintenance	6/30/2022
Schibi, Sandra	Secretary	MMS	5/27/2022
Watson, Jonathan	Personal Care Assistant	Freedom	3/3/2022

The following employees are deceased:

NAME	ASSIGNMENT	LOCATION	END DATE
Cook, Ella	Bus Monitor	Transportation	2/19/2022
Curry, Tyvon	Boys Assistant Soccer Coach	LHS	2/20/2022
Horne, Alonzo	Bus Monitor	Transportation	3/8/2022

The following EMPLOYMENTS are recommended for temporary contracts during

CERTIFIED

NAME	ASSIGNMENT	LOCATION	TART DATE
Jones, Sandy	Special Education Virtual Te	MHS	3/7/2022
Sebo, Kendra	Special Education Teacher	EHS	3/7/2022

SUPPORT

NAME	ASSIGNMENT	LOCATION	TART DATE
Cooper, Jocelyn	Cook	Woodland Hills	3/29/2022
Davis, Carla	Custodian	EHS	4/1/2022
Estep, Melba P.	Cook	EMS	4/4/2022
Moore, Margaret	Bus Monitor	Transportation	3/21/2022
White, Taneisha	Cook	EHS	3/7/2022
Williams, Gabriel	Personal Care Assistant	MMS	3/7/2022

Zavala, Alma Custodian Washington 3/21/2022

The following EXTRA DUTIES have been assigned for the 2021-2022 school year:

NAME	ASSIGNMENT	LOCATION	TART DATE
Chalepah, Carlos	Boys Basketball Assistant Cc	MHS	12/1/2021
Farbes, Alize	Boys Assistant Track Coach	CMS	12/1/2021
Harris, Javon	Head Football Coach	EHS	4/4/2022
Johnson, Xavier	Assistant Track Coach	LHS	12/1/2021
Murrain, Jeffrey	Assistant Track Coach	EHS	12/1/2021

The following employees are recommended for ADJUNCT positions for the 2021

Hill, Amanda School Counselor Crosby Park

HUMAN RESOURCES

Personnel Report - Action Item March 24, 2022

Discussion and possible board action to accept the recommendation of the superintendent regard to the termination of the employee(s) listed below. No employee requested a due hearing in the timeline provided by statute or failed to qualify for a due process hearing length of employment with the school district.

SUPPORT

NAME	ASSIGNMENT	LOCATION	END DATE
Adams, Tilton	School Marshall	Districtwide	3/3/2022
Caldwell, Stephen	Custodian	Pat Henry	2/25/2022
Morales, Rebecca	Custodian	MMS	3/2/2022
Sigler, Shenita R.	Custodian	Woodland Hills	3/7/2022
Taylor, Jacob	Custodian	LHS	1/21/2022

HUMAN RESOURCES

Personnel Report - Exhibit A March 24, 2022

The following RESIGNATIONS have been received:

CERTIFIED

NAME	ASSIGNMENT	LOCATION	END DATE
Bimber, Dana	Cheerleading Coach	CMS	5/19/2022
DeLong, Seth	Teacher	MHS	2/15/2022
Landoll, Karen Sue	Teacher	Learning Tree Acade	5/19/2022
Muniz, Edward	Teacher	CMS	3/11/2022
Robertson, Allegra	BOB Coordinator	Districtwide	3/22/2022

SUPPORT

NAME	ASSIGNMENT	LOCATION	END DATE
Engel, Kyle D.	Landscape Worker	Grounds	3/21/2022
Hedges, Jessica	School Marshall	Districtwide	3/18/2022
Jones, Isabella	Personal Care Assistant	Learning Tree Acade	3/8/2022
Ribucan Leong, Bryso	Cook	Hugh Bish	3/14/2022
Riner, Charles	Carpenter	Maintenance	6/30/2022
Schibi, Sandra	Secretary	MMS	5/27/2022
Watson, Jonathan	Personal Care Assistant	Freedom	3/3/2022

The following employees are deceased:

NAME	ASSIGNMENT	LOCATION	END DATE
Cook, Ella	Bus Monitor	Transportation	2/19/2022
Curry, Tyvon	Boys Assistant Soccer Coac	LHS	2/20/2022
Horne, Alonzo	Bus Monitor	Transportation	3/8/2022

The following EXTRA DUTIES have been assigned for the 2021-2022 school year:

NAME	ASSIGNMENT	LOCATION	TART DATE
Murrain, Jeffrey	Assistant Track Coach	EHS	12/1/2021

The following employees are recommended for ADJUNCT positions for the 2021

Hill, Amanda	School Counselor	Crosby Park
--------------	------------------	-------------

HUMAN RESOURCES

Personnel Report - Exhibit B March 24, 2022

The following **EMPLOYMENTS** are recommended for temporary contracts during the **CERTIFIED**

NAME	ASSIGNMENT	LOCATION	TART DATE
Jones, Sandy	Special Education Virtual Te	MHS	3/7/2022
Sebo, Kendra	Special Education Teacher	EHS	3/7/2022

SUPPORT

NAME	ASSIGNMENT	LOCATION	TART DATE
Cooper, Jocelyn	Cook	Woodland Hills	3/29/2022
Davis, Carla	Custodian	EHS	4/1/2022
Estep, Melba P.	Cook	EMS	4/4/2022
Moore, Margaret	Bus Monitor	Transportation	3/21/2022
White, Taneisha	Cook	EHS	3/7/2022
Williams, Gabriel	Personal Care Assistant	MMS	3/7/2022
Zavala, Alma	Custodian	Washington	3/21/2022

The following **EXTRA DUTIES** have been assigned for the 2021-2022 school year:

NAME	ASSIGNMENT	LOCATION	TART DATE
Chalepah, Carlos	Boys Basketball Assistant Cc	MHS	12/1/2021
Farbes, Alize	Boys Assistant Track Coach	CMS	12/1/2021
Harris, Javon	Head Football Coach	EHS	4/4/2022
Johnson, Xavier	Assistant Track Coach	LHS	12/1/2021

HUMAN RESOURCES

Personnel Report - Action Item March 24, 2022

Discussion and possible board action to accept the recommendation of the superintendent regard to the termination of the employee(s) listed below. No employee requested a due hearing in the timeline provided by statute or failed to qualify for a due process hearing length of employment with the school district.

SUPPORT

NAME	ASSIGNMENT	LOCATION	END DATE
Adams, Tilton	School Marshall	Districtwide	3/3/2022
Caldwell, Stephen	Custodian	Pat Henry	2/25/2022
Morales, Rebecca	Custodian	MMS	3/2/2022
Sigler, Shenita R.	Custodian	Woodland Hills	3/7/2022
Taylor, Jacob	Custodian	LHS	1/21/2022