



Regular Meeting of the Board of Education
Board Room, Administration Building, 900 W Choctaw Ave, Chickasha, Oklahoma 73018
Monday, August 10, 2020 at 6:00 PM

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

The following procedures must be administered to everyone attending the board meeting.

Masks Required

Temperature will be taken (if temperature is over or equal to 100.4 you will not be able to attend the meeting)

Screening questions will be asked:

Have you had a cough, chills or repeated shaking with chills today?

Have you experienced a recent loss of taste or smell?

Have you been in known close contact with a person that has a confirmed COVID-19 diagnosis in the last 14 days?

If you answer yes to any of the above questions you will not be able to attend the board meeting. You can watch the board meeting live by going to Chickasha Public School website and clicking on the link

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

1. Call Meeting to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comment

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

5. Possible discussion regarding the strategic planning (CSI) process
Rick Croslin
6. Possible action to begin a contract with OSSBA to assist in developing a district strategic plan.
Rick Croslin
7. Discussion and vote to approve or not approve the adjustment of the start date for blended and virtual pathway to August 27,2020. Classes for traditional and blended pathway students (classes and/or activities on campus) will begin August 20,2020.
Rick Croslin
8. Discussion and vote to approve or not approve Virtual/Distance Learning Plan
Rick Croslin
9. Discussion and vote to approve or not approve Virtual/Distance Learning Policy
Rick Croslin
10. Discussion and vote to approve or not approve Virtual / Distance Learning Attendance Policy
Rick Croslin
11. Discussion and vote to approve or not approve CMS Willowbrook Contract for Construction Management Services
Rick Croslin
12. Discussion and vote to approve or not approve JUUL Litigation
Rick Croslin
13. Discussion and vote to approve or not approve Jennifer Loucks PA-C/Bus Driver/Coach Physicals
Dan Turner
14. Discussion and vote to approve or not approve Athletic Trainer Agreement
Jerry Don Bray
15. Discussion and vote to approve or not approve State Bill 1198/Emergency Action Plan for 2020-2021 school year.
Jerry Don Bray
16. Discussion and vote to approve or not approve Co-op Agreement between Chickasha Public School and Pioneer School
Jerry Don Bray
17. Discussion and vote to approve or not approve Amendments to the Chickasha Public School Special Education Notebook
Pam Ladyman
18. Discussion and vote to approve or not approve ACT Determination for the high school College Career-Readiness Assessment
Pam Ladyman
19. Discussion and vote to approve or not approve Hot Spots for Teacher and Student Internet Access
Jennifer Stegman
20. Discussion and vote to approve or not approve Memorandum of Understanding - Virtual School Dean of Students
Seth Meier
21. Discussion and vote to approve or not approve Memorandum of Understanding - Seasonal Bus Drivers

Seth Meier

22. Consent Agenda

President

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

- a. Minutes of the July 13, 2020 Special Meeting
- b. Finance Report; 2020-2021
 1. General Fund Nos 101-123
 2. Building Fund Nos None
 3. 2010 Bond #31 None
 4. 2008 Bond #38 None
 5. Sinking Fund #41 None
 6. Gifts #81 None
 7. BJ Clack (60) None
 8. Activity Fund Nos. 1-15
 9. Athletic Fund Nos. 1-22
 10. Federal Program Report
- c. OKTLE, SEES, McRel and/or Hire for Ed renewal for 2020-2021 school year
- d. Kellogg & Sovereign LLC E-Rate agreement renewal
- e. BOK Financial Securities renewal
- f. Purpose of Account - Special Olympics and Special Education Activities
- g. Purpose of Account - Johnson O'Malley Program or Title VI Indian Education
- h. Purpose of Account - Athletics (Secondary Activities)
- i. Purpose of Account - HS Office
- j. Purpose of Account - Electives
- k. Purpose of Account - FFA
- l. Purpose of Account - HS Classes
- m. Purpose of Account - HS Clubs
- n. Purpose of Account - CMS Office
- o. Purpose of Account - CMS Clubs
- p. Purpose of Account - CMS Media Center
- q. Purpose of Account - Grand Office
- r. Purpose of Account - Grand Clubs
- s. Purpose of Account - Grand School Daycare
- t. Purpose of Account - Grand School Library Activity Account
- u. Purpose of Account - Transportation/Maintenance
- v. Purpose of Account - CPS Administration
- w. Purpose of Account - Nurse Fund
- x. Application for Sanctioning Softball
- y. Application for Sanctioning Baseball
- z. Application for Sanctioning Basketball
- aa. Application for Sanctioning Football
- bb. Application for Sanctioning Pom High School
- cc. Application for Sanctioning Swim

- dd. Application for Sanctioning Soccer
 - ee. Application for Sanctioning Volleyball
 - ff. Application for Sanctioning Cheer High School
23. Proposed Executive Session to Discuss:
- a. Employment, hiring, appointment, promotion, demotion, disciplining, retirement, or resignation of individual salaried public officers or employees. Executive Session Authority: Okla. Stat. Tit. 25, 307(B)(1). The Board will discuss: those persons listed in Exhibit A
24. Motion and vote to convene or not convene into executive session.
25. Acknowledge return to open session and executive session compliance statement
26. New Business
This item is limited to any matter not known about or which could not have been reasonably foreseen prior to the time of posting this agenda [Okla. Stat. Tit. 25, Section 311 (A)(9)].
27. Superintendent's Report
28. Motion to Adjourn

This agenda was posted at 4:00 p.m. on the 7th day of August, 2020, on the east and west doors of the Administration Building, Chickasha Public Schools, 900 W. Choctaw, Chickasha, Ok, and emailed to the concerned public. Notice of the meeting was given to the Grady County Clerk at 10:22 a.m. on the 16th day of October, 2019

Rochelle Bowens
Board Clerk

ITEM OF CONSIDERATION
Chickasha Public Schools
Board of Education
August 10, 2020

TOPIC: Continuous Strategic Improvement Contract with Oklahoma State School Board Association

ADMINISTRATIVE RECOMMENDATION: Approval of the entering into agreement to work with OSSBA on the CSI program

RATIONALE FOR RECOMMENDATION: CPS has been planning on working on a long-range strategic plan (5 years) that would include community and staff involvement. OSSBA provides a service that facilitates this process by coordinating surveys, community/staff meetings, drafting of long-range goals, and more. Due to the current pandemic, OSSBA has suspended all in-person meetings at least through Fall 2020. Once it is deemed safe for larger gatherings to resume, CPS and OSSBA will begin work on this process.

FISCAL NOTE: \$40,000 to be paid out of general funds when OSSBA and CPS determine to move forward with the CSI program.

OPTIONS:

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

CONTACT PERSON: Rick Croslin, Superintendent

Implemented: April 2020



PROCESS OUTLINE

THE CSI FOUR PHASE MODEL



Who are we?

Stakeholder input
Beliefs, values, learner expectations
Community survey
Community forums
Focus groups

Where are we now?

Two day work session
Mission statement
Data analysis
Goal areas
Performance objectives

Where do we want to go? How will we know when we get there?

Three day work session
Performance measures
Initiatives
Action steps
Five-year district implementation timeline

How do we plan to get there?

Board approval
One day work session
A year one school site implementation plan
End of year one district plan reflection

PHASE 0: Prepare

Meeting 1 - Commitment

Meeting 2 - Planning Agenda

WHO

OSSBA
Superintendent
Board

CSI Facilitators
Superintendent
District Leadership

TIME

1-2 hours with superintendent
30 minutes with Board

2 hours with superintendent and district leadership

PURPOSE

The time has come for us to join forces to create space for community and state dialogue for what we believe about our schools and how to best achieve our goals. Rather than focusing on statewide mandatory programs and initiatives, school districts should invest time and resources to build the capacity of the people within the system to ensure that the needs of schools and communities are both met (For the People [FTP], 2014).

OBJECTIVES

Review strategic planning benefits
Understand CSI Model, process, fees

Align CSI to district needs
Discuss communication processes
Outline data to be gathered by district
Organizational decisions

OUTCOMES

Increased awareness of planning process
Signed Statement of Understanding

Increased awareness of planning process
Timeline
Responsibilities



PHASE I

Engage

WHO:

- Community members representing all demographic groups will participate in open forums.
- For larger districts Focus Groups are encouraged for groups such as parents, teachers, students, advisory teams, businesses, and high profile community members.

TIME:

1 hour for each Community Forum/Focus Group.

PURPOSE:

It is critical to the fidelity and sustainability of public education that educators engage stakeholders in reflective dialogue about the purpose and process of education in a local context. To provide input data and ideas for later strategic planning process (FTP, 2014).

OBJECTIVES:

- Examine the purpose of education
- Examine participants' role
- Review district status
- Review the Continuous Strategic Improvement Model
- Contribute to focus questions

OUTCOMES:

- Community survey data
- Focus questions data
- Core beliefs and value statements and learner expectations
- Collective and participatory process
 - a. Increased communication among stakeholders*
 - b. Increased trust and morale among stakeholders*



PHASE II *Plan*

WHO:

- 75% school representation (teachers, administrators, students,) and 25% community representation (community members, board member, parents)
- At least one student per goal area (4-5 Total)
- At least one parent/community member per goal area (4-5 Total)
- At least one teacher per goal area (4-5 Total)
- At least one administrator per goal area (4-5 Total)
- One board member who will follow the process to serve as a liaison to the Board of Education

TIME:

2 days

PURPOSE:

To help districts find a shared sense of purpose and direction, allowing local citizenry to shape the future of their community and the role of their schools within those communities (FTP, 2014).

OBJECTIVES:

Day One:

- Review the CSI Model
- Review district mission and beliefs
- Review community forum data
- Analyze strengths and weaknesses of district data

Day Two:

- Review strengths and weaknesses of district data
- Develop district goal areas based on data
- Develop objectives for goal areas

OUTCOMES:

Goal areas with objectives



PHASE III

Action

WHO:

- Phase 2 participants will continue to serve.
- One community member with expertise related to each of the goal areas selected by the planning team may be added to this committee.
- The Board member from the planning team is encouraged to serve on this team to continue in the role of liaison to the Board of Education.

TIME:

3 days

PURPOSE:

Our challenge is not whether or not changes in public education are needed in the new millennia, but rather which changes will result in transforming education and sustaining our democratic way of life. Transformation of our public schools will require school and community leaders to repurpose and reimagine schooling, not just reform it (FTP, 2014).

OBJECTIVES:

- Prioritize goal areas
- Develop performance measures for objectives at the district level
- Identify initiatives for performance measures
- Develop action steps for initiatives at the district level
- Develop timeline

OUTCOMES:

- SMART performance measures for each objective
- Initiatives for each performance measure
- Action steps for each initiative
- Timeline of projected benchmarks

PHASE IV

Achieve

	<i>Meeting 1</i>	<i>Meeting 2</i>	<i>Meeting 3</i>
WHO	Board of Education	District leadership, building leadership teams and goal area team chairs.	District Leadership, building leadership, and goal area team chairs.
TIME	30 Minutes	Day 1	Day 1
PURPOSE	<i>Schools need collaborative and innovative workplaces in which teachers and leaders have the capacity to focus on student learning (FTP. 2014).</i>		
OBJECTIVE	<ul style="list-style-type: none"> ● Present CSI report 	<ul style="list-style-type: none"> ● Review district plan ● Model a process to develop year one school level implementation ● Develop plan for ongoing transparent communication and monitoring of CSI 	<ul style="list-style-type: none"> ● Reflect on the fidelity of established processes, and structures ● Reflect on progress toward year one goals ● Plan for year two implementation
OUTCOMES	<ul style="list-style-type: none"> ● Board approval 	<ul style="list-style-type: none"> ● Site-level year one implementation plan aligned to district strategic plan ● A process to create a one-year site-level plan of action aligned to district strategic map ● Site and district level communication plan ● Site and district level accountability/monitoring 	<ul style="list-style-type: none"> ● Revised: <ul style="list-style-type: none"> ○ accountability plan ○ communication plan ○ action steps ○ performance measures/benchmark goals ● Update digital scorecard ● Process to review/revise plan of action for year two of CSI implementation at the district level

5-YEAR CONTINUOUS STRATEGIC IMPROVEMENT PLAN

I. Introduction

- a. Message from Superintendent
- b. Board of Education
- c. Team Members
- d. District Profile
- e. Timeline of Planning Process

II. Beliefs, Values, Learner Expectations

III. Goal Summaries

IV. Goal Areas

- a. Performance Objectives
 - i. Rationale
- b. Performance Measures
- c. Researched Based Initiatives
- d. Action Steps for Initiatives

V. 5-Year Plan Timeline



STEPHANIE HYDER

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SHARON DEAN

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ITEM OF CONSIDERATION
Chickasha Public Schools
Board of Education
August 10, 2020

TOPIC: Blended/Virtual Start of 2020-2021 School Year Date Adjusted

ADMINISTRATIVE RECOMMENDATION: Approval of moving the start date for the blended and virtual pathways to August 27, 2020. Note: The start date for the traditional pathway and students taking courses on-campus (blended pathway) would remain August 20, 2020.

RATIONALE FOR RECOMMENDATION: CPS has is experiencing an overwhelming number of parents and students choosing either the blended or virtual pathway for delivery of instruction for the 2020-2021 school year. With so many protocols, programs, and changes being implemented this year I am recommending that we start students enrolled in on-campus courses on August 20th and then all blended and virtual courses on August 27. This additional week will allow us to focus on bringing students and staff back onto our school campuses while continuing to prepare to kick-off our virtual pathways (device distribution, orientation meetings, lesson planning, and more). Students enrolled in the blended and virtual pathways will have to make-up the five days of school either during the year or at the end of the regular school year during the emergency days.

FISCAL NOTE: There are no additional expenses expected from this recommendation except for potentially paying virtual teachers during the emergency days, at the end of the school year, as they continue working with students. Pay for these days would be based on the negotiated agreement.

OPTIONS:

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

CONTACT PERSON: Rick Croslin, Superintendent

Implemented: April 2020

ITEM OF CONSIDERATION
Chickasha Public Schools
Board of Education
August 10, 2020

TOPIC: Virtual/Distance Learning Plan

ADMINISTRATIVE RECOMMENDATION: Approval of the Virtual/Distance Learning Plan for the 2020-2021 school year.

RATIONALE FOR RECOMMENDATION: OSDE requires each school board to approve the Virtual/Distance Learning Plan if being offered as part of the Return to Learn Plan. CPS is offering both a blended and virtual pathway for our parents to consider as they enroll students for the 2020-2021 school year. Currently we have over 400 students enrolled in each of the pathways. Note: The requirement for board approval has passed and implemented at the July 23, 2020 Oklahoma State School Board meeting. Our plan was developed and implemented following the July 13, 2020 CPS School Board meeting.

FISCAL NOTE: Expenses regarding this plan are being paid for out of Cares Act Funds received from the federal government. Items being purchased include 170 laptops for teachers, 200 Chromebooks for students, 100 hot spots (T-Mobile), fees to cover the monthly service for the hot spots, purchase agreement with Acellus & Edmentum (virtual coursework), and Mobile Mind.

OPTIONS:

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

CONTACT PERSON: Rick Croslin, Superintendent

Distance Learning Plan

2020-2021

Distance Learning Plan

Chickasha Public Schools has developed a Distance Learning Plan for the 2020-2021 school year. The plan is comprised of two distinct pathways that offer students options for taking courses virtually on either the Blended or Virtual format. Additional information on the pathways can be found in the CPS Return to Learn Plan (July 2020) in that attachments.

Equity

In development of the Distance Learning Plan, CPS has taken the following steps to ensure equity in providing services to all students.

- Students/Parents are indicating on enrollment forms if they have access to devices and the internet at their residence. In the event they do not have access to these items the district will provide the following items;
 - o Chromebook – one per student in the household
 - o Hot Spot – one per household
 - CPS is entering into a contractual agreement with T-Mobile to provide hot spots and connectivity. The monthly connection fee will be paid for by CPS using Cares Act funding. (Note: This is a two-year agreement between CPS & T-Mobile.)
- Students, 18 and under, enrolled in either the blended or virtual pathway will be provided breakfast and lunch through our Child Nutrition department each school day. Designated delivery sites will be scheduled through-out the Chickasha community for daily delivery of these meals at set times.

Curriculum for the Distance Learning Plan has been a top priority in the development of these pathways. CPS identified and recommended the following online program providers to the school board at the July 2020 meeting.

- Acellus – Online instruction for students in grades Pre-K to 6th grade.
- Edmentum (Exact Path) – Online instruction for students in grades 7th – 12th.

Both of these learning platforms are aligned to the **Oklahoma Academic Standards** and have been adopted by the Oklahoma State Department of Education. Teachers for these pathways will undergo professional development on accessibility, lesson planning, and student engagement.

Attendance

Attendance guidelines for the Distance Learning Plan were developed in conjunction with Oklahoma guidelines for virtual school instruction and OSDE. A policy was submitted to the CPS school board at the August 2020 meeting for their consideration that addressed the following:

- Instructional activities that include instructional meetings with a teacher
- Completed assignments that are used to record a grade, and
- Other activities identified by CPS.

Students are expected to login and work daily on assignments and tasks as assigned by teachers. All assignments must be completed by the assigned due date and will be graded and recorded weekly. The same grading scales and policies with respect to completion of work will be applicable. Teachers will monitor student work on a regular basis and meet with each student individually 1-2 times each week.

Teacher attendance will be monitored with respect to their availability to their students and performance of their daily teaching duties.

Additional criteria were developed to address being considered in attendance for the quarter and for students not meeting the attendance criteria.

Extracurricular Activities

Students wishing to take virtual courses may also participate in extracurricular activities. The blended pathway allows for students to take courses both virtually and on-campus during the traditional school day. On-campus courses include, but are not limited to:

- Athletics
- Band
- Choir
- Drama
- Honor courses
- And more.

Students wishing to participate in extracurricular activities that are governed by the Oklahoma Secondary Student Athletic Association (OSSAA) must attend at least one (1) hour on campus each day. This hour can be a class or participation in a practice or school event.

Course Completion / Credits / Units

Students enrolled in the CPS Distance Learning Plan will be able to earn grades towards course completion and the awarding of credits/units towards graduation from Chickasha High School as in compliance with board adopted policies for graduation.

Support/Monitoring for Distance Learning Plan

CPS and CUTA have negotiated a Memorandum of Understanding for the extra duty position of Virtual Dean of Students. As part of the MOU a list of expectations has been developed with the intention of supporting the structure and format of the Distance Learning Plan. Additionally, this position will also monitor student progress and teacher interaction on a weekly basis to ensure program validity. Expectations include:

1. Navigate general technology and web-based curriculum with proficiency.
2. Prepare administrative functions of virtual school teachers (assisting with rostering of online content and supplemental instructional products).
3. Check-in and support virtual school teachers on at least a weekly basis.
4. Monitor student progress toward student learning plans.
5. Check-in periodically with parents/guardians of virtual school students.
6. Check to see if instruction is taking place during the week, via oversight of the Learning Management System and Content Management Systems.
7. Assist in determining attendance based upon student fulfillment of student participation and progress.
8. Assist the teacher in determining eligibility if the student participates in extra-curricular activities based upon grades that week and attendance.

Attachments

Return to Learn Plan – Pathways & Frequently Asked Questions

Related Policies

- Distance/Virtual (Online) Instruction
- Virtual Attendance

Related Extra Duty Positions & Expectations

- Virtual School Dean of Students



**Chickasha Public Schools
Extra Duty Expectations**

Extra Duty Title: Virtual School Dean of Students

Required Qualifications: Chickasha Public School Certified Teacher-Teaching as a Virtual Pathway Teacher

The following are expectations that are tied to an extra-duty certified contract. These expectations are not all encompassing.

The Virtual School Dean of Students extra duty position will:

1. Be certified as a teacher and/or administrator by the Oklahoma State Department of Education.
2. Be a Chickasha Public School teacher.
3. Navigate general technology and web-based curriculum with proficiency.
4. Prepare administrative functions of virtual school teachers (assisting with rostering of online content and supplemental instructional products).
5. Check-in and support virtual school teachers on at least a weekly basis.
6. Monitor student progress toward student learning plans.
7. Check-in periodically with parents/guardians of virtual school students.
8. Check to see if instruction is taking place during the week, via oversight of the Learning Management System and Content Management Systems.
9. Assist in determining attendance based upon student fulfillment of student participation and progress.
10. Assist the teacher in determining eligibility if the student participates in extra-curricular activities based upon grades that week and attendance.
11. Be the primary liaison between virtual school teachers and building principals.
12. Other duties as assigned.

Coordinates With: Building Principals and Virtual School Teachers

Reports To: Executive Director of Curriculum (or equivalent), solely for the function of this extra duty.

Terms of Employment: The equivalent to 20 extra days (above the teaching contract), which can be fulfilled before/after contract hours and on weekends.



Chickasha Public Schools

Return to Learn

2020-2021

Home of the Fightin' Chicks

LEARNING PATHWAYS

How will the school year begin?

Each student will be enrolled into a traditional school setting with a full-day schedule. Two additional pathways will be offered - blended and virtual. Parents wishing for their child to be enrolled into one of these pathways can access the application on the district website or by contacting the administration building or their child's school.

TRADITIONAL LEARNING pathway.

- All courses/classes taken at school (traditional school setting).
- Traditional academic school day with in-person instruction from CPS teachers.
- Will utilize Google Classroom for smoother transition to remote learning days (as needed).
- Will have built in **virtual learning days** for students and staff to work together using on-line instruction & resources.
- Will transition as needed between in-class and remote learning days.

REMOTE LEARNING

Remote learning will be used when school is closed due to COVID-19, inclement weather or other unforeseen circumstances. Remote learning days may be added to the regular school calendar in an effort to prepare students and staff for longer school closures.

- Determined by the district, city, or state in the event of an outbreak in our community.
- Can be utilized by individual families in the event of student exposure/illness resulting in quarantine.
- Counts as a school day (not an absence if students complete online lessons within the allotted time).
- Coursework will be monitored through Google Classroom.
- Online learning platforms will be Acellus for grades Pre-K to 6th and Edmentum for grades 7th – 12th.
- Google Meet will be used to communicate with students and to provide lessons and instruction.
- Students will continue to learn new material with teacher support.
- Opportunities for students to collaborate and learn by interacting virtually with peers and teachers.
- May include pre-recorded or live lessons/tutorials via Google Meet.
- Regular support and contact from CPS teachers until traditional on-campus classes can resume.

BLENDING LEARNING PATHWAY

The blended learning pathway allows for students, grades 7th – 12th, to take part of their classes online and part in a traditional school setting. This pathway would allow for students to still participate in extracurricular activities and certain classes they would like to take on campus (AP, art, band, athletics, etc.) while taking other required or elective courses at home through our on-line program.

Additional information:

- Requires a semester commitment.
 - Combines traditional classes with virtual coursework via Edmentum.
 - Student learning plans are directed and supported by CPS teachers.
 - May include pre-recorded or live lessons/tutorials via Google Meet.
 - At least one course must be taken on-campus daily.
 - Transportation will only be offered during the regular a.m. and p.m. bus routes.
 - Transportation throughout the school day will be the responsibility of the parent, guardian, or student.
 - Application process required.
 - Meals (breakfast & lunch) will be available to all students enrolled in this pathway.
-

VIRTUAL LEARNING PATHWAY

The virtual learning pathway is a complete online virtual learning experience for students.

- Students will report through the CPS Quality Academy.
- Online learning platforms will be Acellus for grades Pre-K to 6th and Edmentum for grades 7th – 12th.
- Student learning plans will be directed and supported by CPS teachers.
- May include pre-recorded or live lessons/tutorials via Google Meet.
- Tutoring, assistance, and assessments could be given at an agreed upon location/time.
- Classes do not require regular on-campus attendance.
- Requires a semester commitment.
- Application process required.
- Meals (breakfast & lunch) will be available to all students enrolled in this pathway.

Frequently Asked Questions

F.A.Q

Do I have to live in the district to apply for a learning pathway?

- Yes. Transfers will be considered after the first of the school year and will be determined by current enrollment numbers in learning pathways.

Do I have to determine which learning pathway I want my child to participate in at the beginning of the school year?

- Each family must complete the enrollment process at the beginning of the upcoming school year. All students will automatically be enrolled into the traditional learning pathway. For parents wishing to enroll into another learning pathway, an application must be completed and finalized before instruction will begin on that pathway. Information on the application process can be found on the district website or by calling the administration offices (405-222-6500), or your child's school.

Why does an application have to be submitted for the BLENDED LEARNING & VIRTUAL LEARNING pathways?

- The application process is required to ensure that students and parents understand the requirements and protocols for each pathway. Students will be required to submit regular assignments, attend scheduled sessions with teachers, and continually be working towards completion of the course. Additionally, CPS will be working to determine accessibility needs.

What if my child is on an IEP or 504 Plan?

Parents will need to contact their child's school and request an IEP or 504 Plan meeting to discuss services based on the pathway that was chosen.

What is Google Classroom?

- Google Classroom is an online platform through Google where students and teachers will be able to access assignments, communication, and grades.

What is Acellus and Edmentum?

- Both programs are online learning management systems. They provide an online/digital learning curriculum for students who wish to participate in a fulltime or blended virtual classroom setting.

What transportation will be offered for students who choose the blended or virtual learning pathway?

- Transportation will only be offered during the regular a.m. & p.m. routes. Transportation throughout the school day will be the responsibility of the parent, guardian, or student.

When will we use REMOTE LEARNING?

- Remote learning will be used when school is closed due to COVID-19, inclement weather or other unforeseen circumstances. Remote learning days may be added to the regular school calendar in an effort to prepare students and staff for longer school closures. Students on the traditional pathway will be assigned these days in event of an exposure and/or closure of school (inclement weather or emergency shutdown).

What are on-campus virtual learning days?

- On-campus virtual learning days are for the traditional pathway only and will be used to prepare students for remote learning instruction. Teachers will engage students through Google Classroom for lessons developed by them or on Acellus or Edmentum. These will be scheduled through-out the school year.

Will all athletics, electives, and fine arts classes continue to be offered at all current levels and will there be any restrictions?

- Additional measures may be implemented as needed depending on the level of community spread. All athletics and activities will continue as planned with extra measures taken to ensure the safety of students and staff.

Will the school district calendar change for 2020-2021?

- It is our goal for the currently approved calendar to stay the same, however, the district may schedule remote learning days within the school dates that already exist.

What determines the level of community spread?

- CPS will work with the State Department of Health, State Department of Education, Grady County Health Department, and state epidemiologists to determine the level of community spread and steps that need to be taken.

Where will the information come from regarding the number of cases for community spread?

- CPS will monitor the number of COVID cases in our community through the Oklahoma State Health Department and the Grady County Health Department. CPS will follow any and all mandates set forth by county, city, or state officials.

Is there a plan for working with students and staff regarding social-emotional well-being?

- CPS has partnered with Red Rock Counseling Services to provide some small group counseling sessions to students this upcoming school year. Additionally, students and staff members may reach out to Red Rock for individual services. It is our goal to ensure that each student and staff social-emotional needs are met and respected as we come back together in August.

How and when will classrooms be sanitized and cleaned?

- Safety is everyone's responsibility including staff members, students, and parents all working together. Classrooms will be sprayed and wiped down with disinfectant following each class period (secondary) and periodically during the day (elementary). This will include desks, chairs, keyboards, door knobs, high touch areas, and more.

Will water fountains be available at schools for use?

- Yes. As per CDC guidance, they will be cleaned and sanitized throughout the school day. Students & staff members are encouraged to bring their own water to minimize use and touching of water fountains.

What health etiquettes will be taught to students?

- Wash hands for at least 20 seconds in warm water
- How to sneeze and cough into elbow
- Use hand sanitizer frequently during the school day
- Importance of keeping hands from face
- Importance of keeping hands to themselves

Where should students be dropped off each morning when brought to school?

- Students should be dropped off at designated doors when being brought to school. Parents are encouraged to not enter the building unless needing to speak to someone in the main office.

How is this plan being communicated to parents, staff, and the CPS community?

- Presented at July 13, 2020 school board meeting (virtual format)
- Posted on social media (Facebook & Instagram)
- Posted on district and each school site web page
- Sent to local media outlets
- Printed copies will be available at the district administration building

Online Instruction:

Online instructional programs offered for instructional purposes and/or high school credit shall be approved by and under the supervision of District's Board and will comply with guidelines recommended by the State Department of Education.

1. District policies governing grading scales and credits earned shall be provided through virtual instruction or distance learning program on dates to be determined by the Superintendent. This authorization shall be provided by the board of education so that the students of the District may be allowed to continue instruction in the event of a school closure for an emergency. Such dates shall be provided to parents and students on the school website with as much advance notice as possible under the circumstances. Students and staff will be expected to participate and District will provide resources to ensure that all students have access to virtual or distance learning programs. Courses offered for credit by means of online instruction shall be aligned with the Oklahoma Academic Standards ("OAS").
2. Only students who are enrolled full-time in the District will have access to virtual instruction courses. Students who are earning credits through online instruction shall participate in required state-level academic assessments in the same manner and location as other regularly enrolled students within the District.
3. Students who are interested in either virtual or blended pathway/course should fill out a request during the enrollment. The principal or designee will evaluate the application and determine the best enrollment format and services needed to support the student. If the pathway/course is deemed not to be educationally appropriate, notification will be provided in writing as well as the opportunity to appeal to the Superintendent or designee. If that determination upholds the previous decision then the matter may be appealed to the Board. The Board's decision of whether or not a pathway/course is educationally appropriate will be final and unappealable.
4. If enrollment in either virtual or blended pathway is allowed, the District or site principal will appoint a certified staff member to serve as a contact person for the student. Students will be granted a grace period for withdrawal from a supplemental online course of seven (7) calendar days from the first day of a online course enrollment without academic penalty. A written request for withdrawal should be provided to the principal prior to expiration of the seven (7) day period.
5. Students who are participating in the online courses may either provide their own equipment and internet access or contact the District to acquire these items. Annually, the Board shall establish fees or charges for the provision of alternative instructional delivery system courses. District will not be liable for payment of any fees or charges for any online course for a student who has not complied with District policies and procedures.

Virtual Attendance Policy

District recognizes that circumstances may create a need for the implementation of its virtual education program. If this situation arises, the first date of attendance for a student beginning a virtual education program with District shall be the first date the student completes a virtual instructional activity. "Instructional activities" shall include instructional meetings with a teacher, completed assignments that are used to record a grade for a student that is factored into the student's grade for the semester during which the assignment is completed, testing, and other activities identified as such by the District.

A student who is attending a virtual educational program through District shall be considered in attendance for a quarter if the student:

- a. Completes instructional activities on no less than ninety percent (90%) of the days within the quarter,
- b. Is on pace for on-time completion of the course as defined by District's board of education, or
- c. Completes no less than seventy-two (72) instructional activities within the quarter of the academic year.

For students who do not meet any of the above-mentioned criteria, the amount of the attendance recorded shall be the greater of

- a. The number of school days during which the student completed instructional activities during the quarter,
- b. The number of school days proportional to the percentage of the course that has been completed, or
- c. The number of school days proportional to the percentage of the required minimum number of completed instructional activities during the quarter.

A student who is attending a virtual educational program through District shall be considered in attendance or present when the online instructor provides evidence of student/teacher/course interaction that demonstrates student progress toward learning objectives and demonstrates regular student engagement in course activity. Reports will be made available to parents and students that reflect attendance/participation, progress, and grades.

Students are expected to login and work daily on assignments and tasks as assigned by District employees or the assigned learning platform. All assignments must be completed by the assigned due date and will be graded and recorded in the gradebook weekly. The same grading scale and policies with respect to completion of work will be applicable. Teachers will monitor students work on a regular basis and meet with each student virtually at least one (1) or two (2) times each week. Teacher attendance will be monitored with respect to their availability to their students and performance of their daily teaching duties. Students who violate the District's attendance requirements are subject to disciplinary action, including but not limited to academic probation.

Students who are interested in participating in extracurricular activities, governed by Oklahoma Secondary School Activities Association (OSSAA), must attend at least one (1) hour on campus each day. This hour can be a class or participation in a practice or school event.

ITEM OF CONSIDERATION
Chickasha Public Schools
Board of Education
August 10, 2020

TOPIC: Virtual / Distance Learning Policy

ADMINISTRATIVE RECOMMENDATION: Approval of this policy for the implementation of the CPS Virtual and Blended Pathway.

RATIONALE FOR RECOMMENDATION: OSDE requires each school district to adopt policies for implementation of their Virtual/Distance Learning Plan. This policy addresses credits, grading, enrollment, and other general items in structuring the plan.

FISCAL NOTE: There is no expense to the district.

OPTIONS:

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

CONTACT PERSON: Rick Croslin, Superintendent

Implemented: April 2020

Online Instruction:

Online instructional programs offered for instructional purposes and/or high school credit shall be approved by and under the supervision of District's Board and will comply with guidelines recommended by the State Department of Education.

1. District policies governing grading scales and credits earned shall be provided through virtual instruction or distance learning program on dates to be determined by the Superintendent. This authorization shall be provided by the board of education so that the students of the District may be allowed to continue instruction in the event of a school closure for an emergency. Such dates shall be provided to parents and students on the school website with as much advance notice as possible under the circumstances. Students and staff will be expected to participate and District will provide resources to ensure that all students have access to virtual or distance learning programs. Courses offered for credit by means of online instruction shall be aligned with the Oklahoma Academic Standards ("OAS").
2. Only students who are enrolled full-time in the District will have access to virtual instruction courses. Students who are earning credits through online instruction shall participate in required state-level academic assessments in the same manner and location as other regularly enrolled students within the District.
3. Students who are interested in either virtual or blended pathway/course should fill out a request during the enrollment. The principal or designee will evaluate the application and determine the best enrollment format and services needed to support the student. If the pathway/course is deemed not to be educationally appropriate, notification will be provided in writing as well as the opportunity to appeal to the Superintendent or designee. If that determination upholds the previous decision then the matter may be appealed to the Board. The Board's decision of whether or not a pathway/course is educationally appropriate will be final and unappealable.
4. If enrollment in either virtual or blended pathway is allowed, the District or site principal will appoint a certified staff member to serve as a contact person for the student. Students will be granted a grace period for withdrawal from a supplemental online course of seven (7) calendar days from the first day of a online course enrollment without academic penalty. A written request for withdrawal should be provided to the principal prior to expiration of the seven (7) day period.
5. Students who are participating in the online courses may either provide their own equipment and internet access or contact the District to acquire these items. Annually, the Board shall establish fees or charges for the provision of alternative instructional delivery system courses. District will not be liable for payment of any fees or charges for any online course for a student who has not complied with District policies and procedures.

ITEM OF CONSIDERATION
Chickasha Public Schools
Board of Education
August 10, 2020

TOPIC: Virtual / Distance Learning Attendance Policy

ADMINISTRATIVE RECOMMENDATION: Approval of this policy for the implementation of the CPS Virtual and Blended Pathway – Attendance.

RATIONALE FOR RECOMMENDATION: OSDE requires each school district to adopt policies for implementation of their Virtual/Distance Learning Plan. This policy addresses attendance for students while enrolled in either the district blended or virtual pathways.

FISCAL NOTE: There is no expense to the district.

OPTIONS:

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

CONTACT PERSON: Rick Croslin, Superintendent

Implemented: April 2020

Virtual Attendance Policy

District recognizes that circumstances may create a need for the implementation of its virtual education program. If this situation arises, the first date of attendance for a student beginning a virtual education program with District shall be the first date the student completes a virtual instructional activity. "Instructional activities" shall include instructional meetings with a teacher, completed assignments that are used to record a grade for a student that is factored into the student's grade for the semester during which the assignment is completed, testing, and other activities identified as such by the District.

A student who is attending a virtual educational program through District shall be considered in attendance for a quarter if the student:

- a. Completes instructional activities on no less than ninety percent (90%) of the days within the quarter,
- b. Is on pace for on-time completion of the course as defined by District's board of education, or
- c. Completes no less than seventy-two (72) instructional activities within the quarter of the academic year.

For students who do not meet any of the above-mentioned criteria, the amount of the attendance recorded shall be the greater of

- a. The number of school days during which the student completed instructional activities during the quarter,
- b. The number of school days proportional to the percentage of the course that has been completed, or
- c. The number of school days proportional to the percentage of the required minimum number of completed instructional activities during the quarter.

A student who is attending a virtual educational program through District shall be considered in attendance or present when the online instructor provides evidence of student/teacher/course interaction that demonstrates student progress toward learning objectives and demonstrates regular student engagement in course activity. Reports will be made available to parents and students that reflect attendance/participation, progress, and grades.

Students are expected to login and work daily on assignments and tasks as assigned by District employees or the assigned learning platform. All assignments must be completed by the assigned due date and will be graded and recorded in the gradebook weekly. The same grading scale and policies with respect to completion of work will be applicable. Teachers will monitor students work on a regular basis and meet with each student virtually at least one (1) or two (2) times each week. Teacher attendance will be monitored with respect to their availability to their students and performance of their daily teaching duties. Students who violate the District's attendance requirements are subject to disciplinary action, including but not limited to academic probation.

Students who are interested in participating in extracurricular activities, governed by Oklahoma Secondary School Activities Association (OSSAA), must attend at least one (1) hour on campus each day. This hour can be a class or participation in a practice or school event.

ITEM OF CONSIDERATION
Chickasha Public Schools
Board of Education
August 10, 2020

TOPIC: CMS Willowbrook Contract for Construction Management Services

ADMINISTRATIVE RECOMMENDATION: Approval of this contract to enter into agreement with CMS Willowbrook for them to perform Construction Management Services as we work on strategic planning including bond issues.

RATIONALE FOR RECOMMENDATION: CPS is going to begin the process of long-term strategic planning which will include an analysis of all District facilities. CMS Willowbrook has offered to complete an analysis of all facilities and provide a report of their findings. They will also provide guidance as strategic planning is done in regards to construction projects.

FISCAL NOTE: There is no expense to the district unless proposed projects are approved through a bond issue vote. Here is the quote from Weston DeHart - "If funding for this project is not acquired by election of bond funds, and the project(s) is abandoned by the Owner during the Pre-Bond Phase, the Construction Manager will waive all compensation for the Pre-Construction services performed."

OPTIONS:

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

CONTACT PERSON: Rick Croslin, Superintendent

 **AIA**® Document A133™ – 2009

**Standard Form of Agreement Between Owner and Construction Manager as
Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed
Maximum Price**

AGREEMENT made as of the 6th day of August in the year 2020
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

Chickasha Public Schools
900 W. Choctaw Ave.
Chickasha, Oklahoma 73018

and the Construction Manager:
(Name, legal status and address)

CMSWillowbrook, Inc.
3108 S. 9th Street
Chickasha, Oklahoma 73018

for the following Project:
(Name and address or location)

Chickasha Public Schools
Various Projects

The Architect:
(Name, legal status and address)

The Owner's Designated Representative:
(Name, address and other information)

Rick Croslin

The Construction Manager's Designated Representative:
(Name, address and other information)

Weston DeHart

The Architect's Designated Representative:
(Name, address and other information)

The Owner and Construction Manager 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.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

(1715030068)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement, and covenants with the Owner to furnish the Construction Manager's services and perform the Work with the skill, judgment and care of a sophisticated construction manager and general contractor with experience in projects similar to this Project and to cooperate with the Architect in furthering the interests of the Owner to perform the Work defined in the Contract Documents, in accordance with the Owner's requirements and construction cost limitations, as approved by the Owner's Board and set forth in the Contract documents. The Construction Manager shall furnish construction administration and management services and use the Construction Manager's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, Architect, Construction Manager and other persons or entities employed by the Owner for the Project.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™-2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the

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contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

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§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.
- .6 The Date of Final completion upon which the proposed Guaranteed Maximum Price is based, which date shall be acceptable to Owner.
- .7 The Guaranteed Maximum Price proposal may not be based in any part on any subcontract or material supply contract which would require the Owner to compensate the Construction Manager on other than a maximum cost basis.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

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§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed and from which the Owner is not exempt.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost plus fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive

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the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress, including changes to Work approved by the Owner and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

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§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a 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 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.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to 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.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall designate in writing a representative who shall have authority to the extent allowed by law and upon ratification by the Owner's Board of Education to bind the Owner with respect to all matters requiring the Owner's approval or authorization. This representative shall have authority to make decisions on behalf of the Owner to the extent allowed by law and upon ratification by the Owner's Board of Education concerning estimates and schedules, construction budgets, and changes in the Work, and shall render such decisions and furnish information as expeditiously as possible, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. 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.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

§ 3.3.1 The Owner shall and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all these costs. If the Owner significantly increases or decreased the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

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ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Pre-Construction Fee is 1% of the cost of the work. If funding for this project is not acquired by election of bond funds, and the project(s) is abandoned by the Owner during the Pre-Bond Phase, the Construction Manager will waive all compensation for the Pre-Construction services performed.

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid () 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 Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

All Payments are as per State Statutes

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Construction Managers fee to be based on project size on the following scale applied to each GMP awarded:

Construction Cost:	Fee %:
\$1-\$2 Million	7%
\$2-\$6 Million	6%
\$6- \$10 Million	5.5%
\$10 Million and Up	5%

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

7.8% of the Cost of the Work

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

10% Overhead + 5% Profit = totaling 15%

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§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed one hundred percent (100%) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1

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through 6.7. Cost of the Work that exceeds the Guaranteed Maximum Price shall be borne by the Construction Manager.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3. Such costs are included in the hourly rates in the Guaranteed Maximum Price Proposal.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

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§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007.

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§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 The Construction Manager shall make reasonable efforts to notify the Owner of the availability of cash discounts in time to allow the Owner to provide payment to qualify for the cash discounts. Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner unless the Owner fails to provide the Construction Manager with payment in time to qualify for a cash discount after timely notice from the Construction Manager of the availability of the cash discount. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

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§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Or as mutually agreed on by all parties.

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the first day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

As per State Statutes

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending

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- final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201–2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
 - .3 Add the Construction Manager's Fee, less retainage of as per State Statutes. The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
 - .4 Subtract retainage of as per State Statutes from that portion of the Work that the Construction Manager self-performs;
 - .5 Subtract the aggregate of previous payments made by the Owner;
 - .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
 - .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when:

- .1 the Contract has been fully performed by the Construction Manager, including the correction of any non-conforming Work and the satisfaction of any other requirements of the contract,
- .2 a final Application for Payment and final accounting for the Cost of the Work have been submitted by the Construction Manager and reviewed and approved by the Owner's accountants, auditors, or other representatives; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner shall make final payment within thirty (30) days after the issuance of the Architect's final Certificate for Payment or the completion of the Work, including the correction of any non-conforming Work, whichever is later.

§ 7.2.2 The Owner's accountants, auditors, or other representatives will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's accountants, auditors, or other representatives determines to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's accountants, auditors, or other representatives, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of AIA Document A201-2007.

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User Notes:

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§ 7.2.3 If the Owner's accountants, auditors, or other representatives report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. Unless agreed to otherwise, a request for mediation of the disputed amount shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to make such demand within this 30-day period shall result in the substantiated amount reported by the Owner's accountants, auditors, or other representatives becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
Commercial General Liability:	
Each Occurrence	\$1,000,000.00
Damage to Rented Premises	\$ 100,000.00
Medical Expense	\$ 5,000.00
Personal & Advertising Injury	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products-Completed Operations Aggregate	\$2,000,000.00
 Automobile Liability:	 \$1,000,000.00 each accident
 Combined Single	
Other Coverages:	\$1,000,000.00 each occurrence
Excess Umbrella Liability	\$1,000,000.00 aggregate
 Worker's Compensation: Provide as per State Law	
Each Accident	\$1,000,000.00
Each Disease - Each Employee	\$1,000,000.00

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Init.

Litigation in a court of competent jurisdiction

Other: *(Specify)*

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Owner’s Representative

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager’s Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

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§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager’s Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Construction Manager’s Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager 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. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

If funding for this project is not acquired by election of bond funds, and the project(s) is abandoned by the Owner during the Pre-Bond Phase, the Construction Manager will waive all compensation for the Pre-Construction services performed.

ARTICLE 12 SCOPE OF THE AGREEMENT

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

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201–2007, General Conditions of the Contract for Construction
- .3 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

Init.

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.4 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

Exhibit A – GMP Amendments as approved.

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

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

OWNER (Signature)

Zack McGill, Board of Education President
(Printed name and title)



CONSTRUCTION MANAGER (Signature)

Weston DeHart, President
(Printed name and title)

Init.

ITEM OF CONSIDERATION
Chickasha Public Schools
Board of Education
August 10, 2020

TOPIC: JUUL Litigation

ADMINISTRATIVE RECOMMENDATION: Approval of joining the JUUL mass action litigation with Center for Education Law.

RATIONALE FOR RECOMMENDATION: Center for Education Law has approached CPS with an opportunity to join a mass action litigation that could address an on-going problem in schools. Students at our schools have been disciplined for being in possession and use of vaping products during school hours and events.

FISCAL NOTE: There is no expense to the district.

OPTIONS:

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

CONTACT PERSON: Rick Croslin, Superintendent

Implemented: April 2020



F. Andrew Fugitt
Laura L. Holmes

Justin C. Cliburn
Belinda H. Tricinella

Of Counsel
Laura Holmgren-Ganz
David L. Kinney

900 N. Broadway,
Suite 300
Oklahoma City,
OK 73102
t 405.528.2800
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www.cfel.com

July 7, 2020

Mr. Rick Croslin, Superintendent
Chickasha Public Schools
900 West Choctaw Avenue
Chickasha, OK 73018-2213
rcroslin@chickasha.k12.ok.us

Dear Mr. Croslin:

We hope you are well (and especially that you are healthy) despite the issues caused by ongoing COVID-19 pandemic. We are writing about another health issue of epidemic proportions and that is the use of e-cigarettes by children. A November 2019 study in the Journal of the American Medical Association showed self-reported e-cigarette use by 27.5% of high school students and by 10.5% of middle school students. These are staggering numbers, but not surprising. Given the number of calls and e-mails we receive from our clients with some connection to vaping, we have a sense of the enormity of this problem, and the problems it creates for our clients.

In 2019, a number of California public school districts filed a mass-action lawsuit against JUUL Labs, Inc. Since then, a number of other California school districts, represented by the Frantz Law Group, have joined the lawsuit. The Frantz firm began reaching out to schools and school attorneys in other states and contacted us last month. The Frantz firm has asked us to partner with them to assist our clients in joining the California case, and we have agreed to do so.

We will assist the Frantz firm in securing Oklahoma school district clients to join the lawsuit, as some have already done. The Frantz firm is agreeing to represent school districts on a contingent fee basis, which means there is no cost to the school district unless there is a recovery. Because we have partnered with the Frantz firm, if your district elects to hire the Frantz firm and to join the suit, then any time or expense we incur to assist your district in work related to the case will be at no cost to your district. We do not get paid unless the Frantz firm recovers something on your behalf.

We would ask that you consider having your Board vote to retain the Frantz firm and to join the JUUL class action. If you are interested, we can provide you with additional information. Let me or Laura know if you are interested or if you have any questions.

Sincerely,

Andy Fugitt

Laura Holmes

ATTORNEY-CLIENT FEE CONTRACT

The ATTORNEY-CLIENT FEE CONTRACT ("Agreement") is entered into by and between Chickasha Public Schools ("Client" or "District") and Frantz Law Group, APLC ("Attorneys" or "We") and encompasses the following provisions:

1. **CONDITIONS.** This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. **AUTHORIZED REPRESENTATIVES**
 - A. **CLIENT REPRESENTATIVES.** Client designates Ashley Davis, or her designee, as the authorized representatives to direct Attorneys and to be the primary individuals to communicate with Attorneys regarding the subject matter of Attorneys' representation of Client under this Agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.

 - B. **ATTORNEY REPRESENTATIVES.** James Frantz, William Shinoff, and Regina Bagdasarian of Frantz Law Group, APLC will be primarily responsible for the work, either performing it himself/herself or delegating it to others as may be appropriate. The District shall have the right to approve or veto the involvement of each of the attorneys on its cases. Attorneys will be added or deleted from the list only upon prior District approval.

3. **SCOPE AND DUTIES.** Client hires Attorneys to provide legal services in connection with pursuing claims for damages associated with JUUL® and Electronic Cigarette (e-cigarette) litigation ("Action"). Attorneys shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of developments. Attorneys will assist in negotiating liens, but will not litigate them.

4. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board. With Client's permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client's

rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

5. FEES. Client will pay attorneys' fees of:

For any recovery on or before July 20, 2021, twenty percent (20%) of any monetary settlement or recovery that Attorneys obtain for Client and, twenty percent (20%) of the value of any non-monetary settlement or recovery, provided that such fee will be paid only by money recovered from Defendants. However, if money recovered from Defendants is less than twenty percent (20%) of the value of any non-monetary settlement or recovery, Client is not responsible for paying Attorneys any money other than what has been recovered from Defendants;

For any recovery after July 21, 2021, twenty five percent (25%) of any monetary settlement or recovery that Attorneys obtain for Client and, twenty five percent (25%) of the value of any non-monetary settlement or recovery, provided that such fee will be paid only by money recovered from Defendants. However, if money recovered from Defendants is less than twenty five percent (25%) of the value of any non-monetary settlement or recovery, Client is not responsible for paying Attorneys any money other than what has been recovered from Defendants

Fees shall be calculated on the basis of any settlement or recovery prior to the deduction of any expense or cost; the "Gross Recovery." Contingency fee rates are not set by law, but have been negotiated. If no recovery is made, no fees will be charged.

The term "Gross Recovery" shall include, without limitation, the then present value of any monetary payments agreed or ordered to be made by the adverse parties or their insurance carriers as a result of the Services, whether by settlement, arbitration award, court judgment (after all appeals exhausted), or otherwise. Any statutory Attorneys' fee paid by Defendants shall be included in calculating the Gross Recovery.

- (1) "Gross Recovery," if by settlement, also includes (1) the then-present value of any monetary payments to be made to the District; and (2) the fair market value of any non-monetary property and/or services to be transferred and/or rendered for the benefit of the District, as described in 6(a) above; and (3) any Attorneys' fees and costs recovered by the District as part of any cause of action that provides a basis for such an award. "Recovery" may come from any source, including, but not limited to, the adverse parties to the District and/or their insurance carriers and/or any third party, whether or not a party to formal litigation. The contingent fee is calculated by multiplying the recovery by the fee percentage. This calculation is performed on the gross recovery amount before the deduction of expenses as discussed above.

Gross Recovery, except in the case of a settlement, does not contemplate

nor include any amount or value for injunctive relief or for the value of an abatement remedy which may be obtained in a final arbitration award or court judgment.

- (2) The District shall not be obligated to pay the Attorneys unless Attorneys are successful in collecting a monetary recovery on the District's behalf as a result of the Services.
- (3) If, by judgment, the District is awarded in the form of property or services (In Kind), the value of such property and services shall not be included for purposes of calculating the Gross Recovery.
- (4) If, by judgment, there is *no* money recovery and the District receives In Kind relief, Attorneys acknowledge that District is not obligated to pay Attorneys' fees from public funds for the value of the In Kind relief. In the event of In Kind relief, by judgment, Attorneys' sole source of recovery of contingent fees will come from a common fund or court ordered Attorney's fees.
- (5) The District agrees the Defendant shall pay all Attorneys' fees in a settlement that includes nonmonetary value. Client understands that Attorneys have and will invest resources into prosecuting this action on behalf of the Client and agrees to make a good faith effort to include Attorneys' Fees as part of the terms of any settlement or resolution of the Action.

If Client and Attorney disagree as to the fair market value of any non- monetary property or services as described above, Attorney and Client agree that a binding appraisal will be conducted to determine this value.

It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, gross recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above, by multiplying the gross recovery by the fee percentage. The Attorney's fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the Attorney's fee. If there are insufficient funds to pay the Attorney's fees in full from the initial lump sum payment, the balance owed to Attorney will be paid from subsequent payments to Client before there is any distribution to Client.

- A. Reasonable Fee if Contingent Fee is Unenforceable or if Attorney is Discharged Before Any Recovery. In the event that the contingent fee portion of this agreement is determined to be unenforceable for any reason or the Attorneys are prevented from representing Client on a contingent fee basis, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree that the fee will be determined by arbitration proceedings before a mutually agreed upon neutral affiliated with either the Judicial Arbitration and Mediation

Services (JAMS) or Judicate West (JW); in any event, Attorney and Client agree that the fee determined by arbitration shall not exceed twenty five percent (25%) of the gross recovery as defined in paragraph 5.

B. No General Fund Payments. Notwithstanding any other provision in this agreement, in no event will the Client be required to pay legal fees out of any fund other than the monies recovered from Defendants in this litigation. Under no circumstances shall Chickasha Public Schools general funds be obligated to satisfy the contingent Attorneys' fees as a result of this case or this contingency fee contract.

6. COSTS AND EXPENSES. In addition to paying legal fees, Client shall reimburse Attorneys for all "costs/expenses", which includes but is not limited to the following: process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, and other similar items, incurred by Attorneys. The costs/expenses incurred that Attorneys advance will be owed in addition to attorneys' fees and Client will reimburse those costs/expenses after Attorneys' fees have been deducted. Costs will be at capped at two percent (2%) of the recovery. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is less than incurred costs/expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees.

SHARED EXPENSES: Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys shall divide such expenses equally, or pro rata, among such clients, and deduct Client's portion of those expenses from Client's share of any recovery.

FEDERAL MDL AND STATE COORDINATION COMMON BENEFIT FEES: Members of Attorneys frequently serve on plaintiffs' management or executive committees in MDL and/or the California state court coordinated proceedings and perform work which benefits Attorneys' clients as well as clients of other attorneys involved in similar litigation. As a result, the court or courts where the cases are pending may order that Attorneys are to receive additional compensation for Attorneys time and effort which has benefitted all claimants. Compensation for this work and effort, which is known as "common benefit," may be awarded to Attorneys by a court or courts directly from the assessments paid by The District and others who have filed claims in this litigation, and will not in any way reduce the amount of fees owed under this Agreement.

7. LIEN. In the event any third party attempts to lien any proceeds recovered from a recovery in this matter, Client hereby grants, and agrees, TO THE EXTENT PERMITTED BY APPLICABLE LAW, that Attorneys hold, a first priority and superior lien on any and all proceeds recovered from Defendants in this litigation

in the amount of the Attorneys' fees and costs that the Attorneys are entitled to under this Agreement. This lien right is limited to only those monies recovered from Defendants and in no way affects any other rights of the Client in any way whatsoever.

8. DISCHARGE AND WITHDRAWAL.

A. Client may discharge Attorneys at any time. After receiving notice of discharge, Attorneys shall stop services on the date and to the extent specified by the notice of discharge, and deliver to Client all evidence, files and attorney work product for the Action. This includes any computerized indices, programs and document retrieval systems created or used for the Action.

B. Attorneys may withdraw with Client's consent or for good cause. Good Cause includes Client's breach of this Agreement, Client's refusal to cooperate with Attorneys, or any other fact or circumstance that would render Attorneys continuing representation unlawful or unethical. Attorneys may also discharge Client if Client at any time is dishonest with Attorneys, or fails to provide relevant information to Attorneys.

9. ARBITRATION OF DISPUTES: ATTORNEY and CLIENT agree that should any dispute arise between them, they must be mediated first, before any claims are filed. Specifically any and all disputes, controversies or claims arising out of, or related to this Agreement and/or ATTORNEY'S representation of CLIENT, including claims of malpractice (collectively referred to herein as "Dispute" or "Disputes"), shall be submitted to mediation at the offices of Judicial Arbitration & Mediation Services, Inc. ("JAMS") in San Diego before a retired judge or other mediator affiliated with JAMS, agreed to between the parties and, if the parties cannot agree, before a retired judge selected by JAMS. No petition for arbitration can be filed until after this agreed-upon mediation has occurred, and any petition for arbitration (or litigation) filed prior to conclusion of this mediation shall be subject to dismissal, pursuant to this Agreement. Client will pay one-half of the actual cost of the mediation, but each party will be responsible for his or her own attorneys' fees and preparation costs. The parties agree that any Dispute, whether submitted to mediation or not, will not be litigated in court. Rather, any Dispute, which is specifically defined above to include claims of malpractice, will be submitted to mandatory binding arbitration before JAMS. By signing this Agreement, CLIENT and ATTORNEY agree to arbitration and waive the right to a court or jury trial and the right to appeal. Any Disputes shall be decided in San Diego, California, applying California law. CLIENT is not waiving rights to arbitration before the San Diego County Bar Association.

10. AUTHORITY OF ATTORNEY. Attorneys may, with prior Client approval, associate co-counsel if the Attorneys believe it advisable or necessary for the proper handling of Client's claim, and expressly authorize the Attorneys to divide any Attorneys' fees that may eventually be earned with co-counsel so associated for the handling of Client's claim. Attorneys understand that the amount of Attorneys' fees

which Client pays will not be increased by the work of co-counsel associated to assist with the handling of Client's claim, and that such associated co-counsel will be paid by the Attorneys out of the Attorneys' fees Client pays to the Attorneys.

11. **DISCLAIMER OF GUARANTEE.** Nothing in this Contract and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of Client's matter are expressions of opinion only.
12. **MULTIPLE REPRESENTATIONS:** The District understands that Attorneys do or may represent many other individuals/entities with actual or potential litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to Attorneys professional responsibility in Attorneys representation of clients, and especially where conflicts of interest may arise from Attorneys representation of multiple clients against the same or similar Defendants, Attorneys are required to advise Attorneys' clients of any actual or potential conflicts of interest and obtain their informed written consent to Attorneys representation when actual, present, or potential conflicts of interest exist. By signing this agreement, The District is acknowledging that they have been advised of the potential conflicts of interest which may be or are associated with Attorneys representation of The District and other multiple claimants and that The District nevertheless wants the Attorneys to represent The District, and that The District consents to Attorneys representation of others in connection with the litigation. Attorneys strongly advise The District, however, that The District remains completely free to seek other legal advice at any time even after The District signs this agreement.
13. **AGGREGATE SETTLEMENTS:** Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or Defendants attempt to settle or otherwise resolve Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. The District authorizes us to enter into and engage in group

settlement discussions and agreements which may include The District's individual claims. Although The District authorizes us to engage in such group settlement discussions and agreements, The District will still retain the right to approve, and Attorneys are required to obtain The District's approval of, any settlement of The District's case.

14. EFFECTIVE DATE AND TERM. This Agreement will take effect upon execution by District and Attorneys.
15. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Facsimile or pdf versions of this Agreement shall have the same force and effect as signature of the original.

The above is approved and agreed upon by all parties.

[SIGNATURE PAGE FOLLOWS]

Dated: _____

Print Name:
Frantz Law Group, APLC

Dated: _____

Rick Croslin, Superintendent
Chickasha Public Schools

ITEM OF CONSIDERATION
Chickasha Public Schools
Board of Education
August 10, 2020

TOPIC: Jennifer Loucks PA-C/ Bus Driver/Coach Physicals

ADMINISTRATIVE RECOMMENDATION: To Approve Service Agreement

RATIONALE FOR RECOMMENDATION: Replacing Employer Solutions

FISCAL NOTE: The cost to the district will be \$40.00 per physical

OPTIONS:

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

CONTACT PERSON: Dan Turner, Director of Operations

PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement is entered into effect as of August 18th, 2020 by and between:

Jennifer Loucks PA-C, PLLC whose address for the purpose hereof is 155 S. 42nd St. Duncan, Ok 73533

Chickasha Public Schools 900 W Choctaw Ave, Chickasha, Ok 73018

Customer provides services:

Jennifer Loucks PA-C will perform bus driver physicals on August 18th, 2020 for the price of \$40 each. The SDE bus driver form will be completed on this date. I will perform the physicals at your location on the above stated date.

PATIENT RECORDS: Jennifer Loucks PA-C will maintain a copy of the SDE bus driver physical in a secure location for 2 years and will remain confidential.

TERM: AUGUST 18th, 2020

COVERAGE, BILLING AND COLLECTIONS:

Jennifer Loucks PA-C will invoice Chickasha public schools' once services are rendered. A W-9 has been provided to Chickasha Schools

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES REFLECTED BENEATH THEIR SIGNATURES.

JENNIFER LOUCKS PA-C, PLLC

BY _____

Date _____

CHICKASHA PUBLIC SCHOOLS

By 

Date 8-13-2020

ITEM OF CONSIDERATION
Chickasha Public Schools
Board of Education
August 10, 2020

TOPIC: Athletic Trainer Agreement

ADMINISTRATIVE RECOMMENDATION: Approve the agreement to have an athletic trainer for 2020-2021 school year.

RATIONALE FOR RECOMMENDATION: We need an athletic trainer for practices and games for the 2020-2021 school year.

FISCAL NOTE: \$15,000

OPTIONS:

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

CONTACT PERSON: Jerry Don Bray, Athletic Director

Implemented: April 2020

**SPORTS MEDICINE and ATHLETIC TRAINING
SERVICES SUBSCRIPTION AGREEMENT**

I. PARTIES TO THE AGREEMENT:

- A. Norman Regional Hospital Authority d/b/a Norman Regional Health System
901 N. Porter Ave.
Norman, OK 73072**

- B. Chickasha Public Schools
900 W. Choctaw Ave
Chickasha, OK. 73018**

II. GENERAL PURPOSE OF THE ATHLETIC TRAINING EVENT COVERAGE AGREEMENT:

NORMAN REGIONAL HOSPITAL AUTHORITY D/B/A NORMAN REGIONAL HEALTH SYSTEM (hereinafter "NRHS") is possessed of certain skill, experience, and expertise with regard to sports medicine care of athletic populations. NRHS desires to continue to be the provider of choice for sports medicine care.

III. AGREEMENT:

NRHS agrees to provide Chickasha Public Schools with unique services as outlined in this service agreement. Services provided by NRHS to Chickasha Public School system will be done so exclusively. No school system representative, administrator, or coach shall attempt to use, secure, or negotiate other sports medicine and/or athletic training services during the contract term. **No school system representative, administrator, or coach shall refer an athlete to any health care professional except for the one provided by NRHS.** This contract will be valid from August 1, 2020 through May 31, 2021 or until the termination of the school year, which ever comes first. Thereafter, this agreement shall automatically renew each year for a period of one (1) school year.

IV. COMPENSATION FOR SERVICES:

- 1. The service fee for the established term will be **\$15,000.00** (fifteen thousand dollars). The service fee is an annual fee and is due and payable by Chickasha Public Schools. NRHS agrees, for the convenience of the school system, to extend the payment term to ten (10) monthly payments. The first one-tenth of the contract fee (\$1,500.00) shall be due to NRHS by September 15, 2020. Each of the subsequent payments will be due no later than the 15th of each month until the fee schedule has been retired. If the outstanding balance is 30 days or more past due, NRHS may, at its option, require the payment of the entire service agreement outstanding balance.

- 2. Chickasha Public Schools will also agree to advise each booster club and help secure, at no cost, available space in any football, basketball or major athletic

event program or publication for marketing, sports injury information, and educational information, as provided by NRHS representative. Size of any printed marketing or information material must be no smaller than 8 1/2" X 5 1/2".

V. SPORTS MEDICINE AND ATHLETIC TRAINING SERVICES:

1. Provision of a BOC Certified Athletic Trainer (ATC) and licensed by the Oklahoma State Board of Medical Licensure and Supervision.
2. ATC will be on campus at 2:00 p.m. on days determined by Athletic Director.
3. ATC will be available by cell phone when not on campus during sports seasons. The ATC will communicate to the Athletic Director and coaching staffs training room operational hours.
4. Taping and pre-game/ practice treatments as arranged.
5. Post-game/practice treatments.
6. Injury reporting and record keeping.
7. Management of training room equipment/ supplies. (Including equipment purchased by the school at start up or any equipment/ supplies donated to the school.).
8. Management of training room personnel and student athletic trainers.
9. Game coverage as follows:

Dedicated Coverage:

Home & Away Varsity Football

Home Varsity Basketball

Home Varsity Wrestling

Home Varsity Soccer

Any game coverage conflict or priority coverage will be resolved and/ or scheduled by providing game coverage to the sport with a higher rate of injury or at the discretion of the ATC with the approval of the Chickasha Public Schools Athletic Director.

1. NRHS will provide continuing education, informative presentations, or public speaking engagements for Chickasha Public Schools parents, faculty, staff or coaching staff upon request. Dates, times, and topics must be arranged by a school system representative.

VI. AVAILABILITY OF THE ATC:

1. Athletic Training services will be provided during the operational hours. Operational hours will be established to reflect the time of the athletic season. Changes will be made at the discretion of the ATC and Athletic Director.
2. Athletic Training services will be provided upon request and communication of coaches to the Athletic Training staff during scheduled holidays and vacations that are recognized by Chickasha Public Schools. These include but are not limited to: Christmas Holiday, Thanksgiving Holiday, Spring Break, Labor Day, Memorial Day, etc.

VII. PHYSICIAN SERVICES:

1. NRHS, at their discretion, shall designate for Chickasha Public Schools, a team orthopedic physician(s), and/or primary care or general practice physician(s) for the term of this contract. No school system athlete will be required to owe the services of any such designated physician(s). Any such designated physician(s) shall assume no liability with regard to the nature and implementation of treatment.
2. Any athlete referred for a physician consultation will assume all financial responsibility for the charges incurred for their treatment and care.

VIII. CONDITIONS OF FEE FOR SERVICE:

1. NRHS does not in any form, imply or infer, to have authority to discount or waive fees for NRHS, any associated physician(s) or allied medical service. Any fees charged for medical Services associated with the treatment, rehabilitation, and/or care of an athlete include, but are not limited to, rehabilitation procedures, diagnostic testing, diagnostic imaging, hospital or lab procedures, physician services, emergency room services, surgical services, related hospital services, and contract hospital services.
2. Verification of third party reimbursement or insurance coverage or questions related to coverage can be directed to the service provider business office.

IX. TERMINATION:

This agreement may be terminated prior to the expiration of its established terms only under the following circumstances:

1. By either party, with or without cause, upon no less than 30 days prior written notice; provided, however, that in the event that this contract is terminated early without cause by the school system, NRHS, will not refund any portion of the contract fee, and all services to Chickasha Public Schools shall be terminated. Provided, further that in the event this agreement is terminated early with cause by NRHS, the school system shall be entitled to a prorated refund based on the remaining months of the contract term.
2. This agreement may be terminated prior to the expiration of its established term by written notice. Notice from one party to the other party in the event of a breach or default in this agreement; provided, however, that the breaching party shall first have been given at least 30 days advance written notice of the breach and an opportunity to cure the default.

X. CONFIDENTIALITY:

All business, medical and other records related to the operation of NRHS, including, but not limited to, general administrative records, policies and procedures, and pricing information, shall be and remain the sole property of NRHS (collectively, the

“Confidential Information”). Chickasha Public Schools hereby acknowledges that the Confidential Information is competitively sensitive and agrees not to disclose Confidential Information to a third party other than Chickasha Public Schools administrators, school board members, attorneys, accountants, or other bona fide agents or representatives.

EXECUTED AND EFFECTIVE THE _____ DAY OF _____ 2020.

Meegan Carter, V.P. Population Health & Wellness
NORMAN REGIONAL HOSPITAL AUTHORITY

Chickasha Public Schools, Superintendent

Chickasha Public Schools, Athletic Director

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This agreement may be terminated prior to the expiration of its established terms only under the following circumstances:

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“Confidential Information”). Chickasha Public Schools hereby acknowledges that the Confidential Information is competitively sensitive and agrees not to disclose Confidential Information to a third party other than Chickasha Public Schools administrators, school board members, attorneys, accountants, or other bona fide agents or representatives.

EXECUTED AND EFFECTIVE THE 1 DAY OF Aug. 2020.

Meegan Carter, V.P. Population Health & Wellness
NORMAN REGIONAL HOSPITAL AUTHORITY

Chickasha Public Schools, Superintendent



Chickasha Public Schools, Athletic Director

ITEM OF CONSIDERATION
Chickasha Public Schools
Board of Education
August 10, 2020

TOPIC: State Bill 1198/Emergency Action Plan

ADMINISTRATIVE RECOMMENDATION: Approve the Emergency Action Plan for 2020-2021 school year.

RATIONALE FOR RECOMMENDATION: The State of Oklahoma requires every school district to approve a plan for the 2020-2021 school year.

FISCAL NOTE: none

OPTIONS:

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

CONTACT PERSON: Jerry Don Bray, Athletic Director

Implemented: April 2020

BILL SUMMARY
2nd Session of the 57th Legislature

Bill No.:	SB 1198
Version:	ENGR
Request Number:	
Author:	Rep. Conley
Date:	5/15/2020
Impact:	No Impact

Research Analysis

SB 1198 creates the Riley Boatwright Act which requires school districts to coordinate with area emergency medical service providers to develop a plan for providing emergency services at athletic events or activities held at school facilities. The plan shall be reviewed and updated annually and placed on file with the school district and emergency medical services provider.

Prepared By: Emily Wendler

Fiscal Analysis

As written, it is anticipated that the measure will not have any additional impact on the state budget or appropriations.

Prepared By: Cole Stout

Other Considerations

None.

EMERGENCY ACTION PLAN



Sport: <insert sport here>

Year: 2020-2021

1. FIRST TO ARRIVE ON SCENE PROVIDES FIRST AID.
2. SEND A COACH, MANAGER, OR UNINJURED ATHLETE TO NOTIFY ATHLETIC TRAINER AND GET AED.
3. IF THE ATC CANNOT BE LOCATED, THE HEAD COACH WILL BECOME TO LEADER.

LEADER: <insert name here>

- Will be in charge of the emergency situation and will instruct others on the emergency team.

LEADER'S ASSISTANT: <insert name here>

- Will assist the leader in the evaluation of the injured athlete.

PHONE CALLER: <insert name here>

- Will go to the nearest phone and activate the EMS
- Will inform the dispatcher of:
 - The nature of the injury and the age of the athlete
 - The location of the athlete and directions to the site
 - Will not hang up until the dispatcher advises him/her to do so

NEAREST PHONE: cell phone

AMBULANCE ENTRANCE: <insert information here>

PERSON TO MEET EMS: <insert name here>

- Will contact any necessary staff to assure access to the ambulance
- Will meet the ambulance at the designated entrance and lead them to the injured person

PERSON TO ACCOMPANY ATHLETE TO HOSPITAL: <insert name here>

- Will ride with the athlete in the ambulance in the event the parents cannot be found
- Will take the athlete's emergency info to the hospital

- ★ Emergency medical information for each athlete is to be with the team at all times.
- ★ The School Athletic Trainer and/or Coach will inform administration about the incident.
- ★ The School Athletic Trainer and/or Coach will inform the athlete's parents immediately.
- ★ The School Athletic Trainer and/or Coach will document the circumstances surrounding the activity and all actions taken.

Important Contact Numbers:

EMS (Fire, Police, Ambulance): 911

AD: Jerry Don Bray (405) 401-3975

Assistant AD: Wade Whatley (580) 704-5284

Chickasha High School: (405) 222-6550

Chickasha Middle School: (405) 222-6530

Assistant AD: Joe Molder (405) 651-9206

**Chickasha Public School Emergency Medical Coordination
(in compliance with SB 1198)**

Chickasha Public Schools requires every sport to develop an emergency action plan. In addition to these emergency action plans we have an agreement with the Chickasha Fire Department to have an emergency response team at every varsity football game. For all other sporting &/or activity events, an administrator will be on campus at every school. They will be able to assist in helping coaches &/or sponsors respond to emergencies. All emergencies will be reported to the Athletic/Activities Director and the Superintendent.

ITEM OF CONSIDERATION
Chickasha Public Schools
Board of Education
August 10, 2020

TOPIC:

Amendments to the Chickasha Public School Special Education Notebook

ADMINISTRATIVE RECOMMENDATION:

Approve the amendments. I have highlighted them in yellow. You approved the full notebook last year.

RATIONALE FOR RECOMMENDATION:

We discovered we did not have written expectations for some areas identified in the Federal Programs Monitoring and the Special Ed Monitoring.

For example:

- We did not have clear expectations of having the Federal Programs Teacher attend IEP meetings if a student qualifies as needing and IEP (Individualized Education Plan) and an ELAP (English Language Academic Plan).
- We have followed the state requirements for Caseloads and Child Find but we did not have it written in our district guidelines.
- I included additional information about timelines and specific components related to documents.

FISCAL NOTE:

No additional costs

OPTIONS:

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

CONTACT PERSON:

Pam Ladyman

Implemented: April 2020

Special Education Notebook

Table of Contents

- Checklists
- Caseloads and Class Size Guidelines
 - Child Find
- Eligibility and ECO Decision Tree for Summary Rating Discussions
- IEP
- Homebased/Shortened Day
- CPI
- Pre-referral/Intervention Process
- FBA/BIP
- Accommodations
- Paraprofessionals
- Manifestation Determination
- Reports to Law Enforcement and/or DHS

Caseloads and Class Size Guidelines

Chickasha Public Schools will closely monitor Caseloads and Class Sizes. We will follow the guidelines set forth by the Oklahoma State Department of Education - Special Education Services.

Caseloads and Class Size will be closely monitored and adjusted through the October 1st Child Count. If any Caseloads or Class Size exceed the allowable limits after October 15th the Director of Special Services will submit the required paperwork for a Caseload/Class Size Request Exception form.

Should a Caseload or Class Size exceed the allowable limits we will work to provide additional supports to the teacher. We will insure the teacher has a Plan Period and time to meet with parents and hold meetings. We may reduce or eliminate other duty assignments. We may provide additional support staff to assist the teacher.

We will continue our efforts to recruit highly qualified special education teachers including but not limited to:

- Post open positions;
- Attend Career Fairs;
- Work with universities to place student teachers in our classrooms;
- Give priority to hiring paraprofessionals who hold a college degree in an effort to assist them in becoming a certified teacher through the Para-to-Teach Pathway.
- Hire Long-Term Special Education Substitutes who are interested in becoming a special education teacher;
- Speak to teachers with general education certificates about taking the special education certification assessments.
- Utilize SPED 616 Funds to reimburse teachers for taking and passing certification assessments required to be a highly qualified special education teacher.

Caseload/Class Size

Class Size:

Full day self-contained - Maximum of ten (10) students per classroom.

These classrooms are designed predominantly for the support of students with significant, moderate, or multiple disabilities. Multiple courses are taught to the same students for the majority of the day. For example, students who are served inside the general education classroom for less than 40% of the day.

Direct Support/Resource –

- Grades K-4: maximum of ten (10) students per classroom
- Grades 5-12: maximum of fifteen (15) students per classroom

These classrooms are designed to provide a higher level of support than what is provided in the general education setting. Students receive direct support services for specific subjects. They are also available for students seeking extra assistance to complement the instruction in the general education setting.

An individual teacher's class size should not exceed the allowable limits listed above. If the class size is over the allowable limits, the district will need to request an exemption.

Caseload:

Caseload is a calculation of all IEP's for which a special education teacher has been assigned as teacher of record. The following details the full-time equivalent (FTE) percentage based on each student's placement:

Placement	Percentage (FTE)
Regular Class Full-time – Consultation and Monitoring Only – <i>(inside the regular class more than 80% of the day)</i>	.025
Regular Class Full-time – Collaboration or Co-Teaching – <i>(inside the regular class more than 80% of the day)</i>	.04
Special Class Part-time – <i>(inside the regular class 40% to 80% of the day)</i>	.05
Special Class Full-time – <i>(inside the regular class less than 40% of the day)</i>	.067
Special Class Full-time – <i>(inside the regular class less than 10% of the day)</i>	.1
Outside of Public School Setting – <i>(home instruction, hospital, institutions public/private residential facilities, public/private separate day school facilities, correctional facilities, parentally placed in private schools)</i>	.025
Half-day preschool continuum	.05

Speech/Language	
60 minutes or less per week	.020
More than 60 minutes per week	.0250

For full time FTE, an individual teacher’s caseload should not exceed 1.0. If the caseload exceeds 1.0, the district will need to request an exception. If an individual teacher is less than full time FTE, their caseload maximum will match their percentage of FTE for Special Education. If the caseload exceeds their maximum FTE, the district will need to request an exception.

Exceptions to Caseload/Class Size:

For permission to adjust the caseload/class size for programs service students with disabilities that exceed the limits set, the LEA must obtain a letter of approval from the OSDE-SES. The LEA must document that exceptions to caseload/class size do not interfere with provisions of FAPE. The LEA must ensure that IEP’s are implemented as developed to meet the educational needs of the students served, with special consideration for any potential harmful effects to the student or the quality of the program. To request an exception to caseload/class size, the LEA must submit the Caseload/Class Size Request for Exception form. The forms can be found of the OSDE website at <https://sde.ok.gov/special-education-staffing>

**Chickasha Public Schools
Child Find**

Under the Individuals with Disabilities Education Act and other federal laws, public school districts must make a free appropriate public education available to eligible children with disabilities, ages 3 through 21. The types of disabilities covered include autism, deaf-blindness, developmental delays, emotional disturbance, hearing impairment, including deafness, intellectual disabilities, multiple disabilities, orthopedic impairments, other health impairments, specific learning disabilities, speech or language impairments, traumatic brain injury, and visual impairment including blindness.

The Child Find system is made up for 3 components - locating, identifying and evaluating.

Child Find Notices are posted on the Chickasha Public School Website and in the student handbooks. We send a copy of the Child Find Notice to local pediatricians at the start of each school year. We coordinate with SoonerStart Early Intervention (EI) Program regarding the Child Find system for children ages birth to 3 years of age.

The Child Find system includes all students who are:

1. Enrolled in public school;
2. Enrolled in charter schools, virtual charter schools, and alternative schools;
3. Enrolled in homeschool;
4. Enrolled in private elementary and secondary schools (including religious schools) located in the LEA; including out-of-state parentally-placed private school students with disabilities even if the students are not residents of the LEA;
5. Enrolled in educational programs in correctional facilities located in the LEA;
6. Enrolled in Head Start;
7. Enrolled in State Institutions;
8. Enrolled in other child care or treatment facilities;
9. Not enrolled in elementary or secondary school, including children ages 3 through 5;
10. Highly mobile students, such as migrant and homeless as defined by the McKinney Vento Homeless Assistance Act (see Glossary); and
11. Wards of the state.

Chickasha Public Schools has identified the Director of Special Services and/or the Early Interventionist as The Child Find contacts. Parents, doctors, community members are encouraged to contact Chickasha Public Schools at 405-222-6500.

Once an individual contacts our office we have them visit with our early childhood interventionist or service providers to establish a possible need. If the child is not currently enrolled in Chickasha Public Schools, the parent is asked to complete a CPS Enrollment packet. The enrollment packet gives us the information needed to enter the student in our Student Information System. The student then enters EdPlan and we start the consent for testing.

The identification component of Child Find may include screening or coordinated early intervening services (CEIS). However, general education interventions cannot delay the initial evaluation for special education services of a student suspected of having a disability. The procedural rights under the Individuals with Disabilities Education Act (IDEA) are afforded when the student is referred for a special education evaluation by the parent or the LEA.

If through Child Find activities, a student is identified as possibly having a disability and needing special education services, parents may be asked for their consent to evaluate their child. Special education referrals for evaluation may be made for a variety of reasons, including but not limited to academic and/or behavioral concerns.

A referral or request for special education testing may be made at each site for a student already enrolled in Chickasha Public Schools. The site counselor has been designated as the contact for the referral process. The process and forms can be located in the Chickasha Public Schools Special Education Handbook under the Special Education Pre-Referral intervention Process section.

CHICKASHA PUBLIC SCHOOLS OK EdPlan Eligibility

Eligibility and 3-Year Reevaluation Timelines

- Eligibility times lines begin the day Parent Consent is signed. You have 45-days beginning the date of consent. These are calendar dates.
- It is REQUIRED that all Reevaluations be developed and held prior to the 3-Year Anniversary date.
- Create a system (calendar) documenting your IEP due dates for the school year.
 - Include notices 4 weeks out to begin the testing, notifying related service providers and scheduling of meetings.
- Schedule the meeting to occur at least two weeks before the due date.
 - Help with unscheduled weather days.
 - Gives time to reschedule meetings if parents didn't show the first time.
 - Gives enough time to with related service providers such as OT, PT and SLP.
- Send home reminders prior to the meeting. Call the morning of the meeting as an additional reminder.

Contact Log

- Log all contacts with parents including but not limited to scheduling an Eligibility meeting, the Eligibility meeting, and mailing or sending home the Written Notice to Parents.
- Start EARLY.
 - Work to schedule the meeting at least 2 weeks before its due date.
 - This will give you time to reschedule if the parent does not show.
- You may hold the meeting without the parent for a ReEvaluation Mtg only - after 3 documented attempts to schedule and hold a meeting.
- **You can hold an eligibility meeting without the parent to make the 45 day timeline.**
 - **Indicate - This student is Eligible for Special Education because s/he meets the State of Oklahoma's eligibility standards for the following disabilities; however, the student's parent/guardian is declining services.**
 - If the parent shows at a later date hold a new meeting and change the status to - This students Is Eligible for Special Education....
- You MUST invite all related service providers to the Eligibility meeting. Make every effort to hold the meeting on dates they are in the district.

Notification of Meeting

- You can now access the Notification of Meeting under the Contact Log
- Make sure you finalize the Notification.
- Mail it to the parent or send it with the student (if needed).
- Don't forget to sign this form.

Parent Consent and Written Notice

- Can be accessed under student's documents.
- They can also be accessed through the RED.
- The Parent Consent is used for:
 - Initial Evaluations
 - Reevaluations
 - An evaluation for OT, PT, Speech, ect. outside the evaluation time period.
 - FBA - Functional Behavior Assessments
 - Voc Rehab
 - Anytime you are testing a student outside of the way a general education student is tested.
- Only get Parent Consent for new information. This is information that is not already in your hands.
- Only "check" the assessment areas which new information is needed to constitute a comprehensive evaluation.

REDs Revocation of Consent

- Form to complete if parent comes back and states they no longer want their child tested.
- Enter the date parents chose to revoke consent for evaluation.
- Parents must put in writing a statement stopping testing.
- This information must be documented in the text box.
- The parent's written statement must be uploaded as an attachment to the revocation.
- The Revocation will now appear in the Student History.

RED

- RED should be used for any of the following reasons:
 - Initial
 - Re-eval
 - Considered for other disability categories
 - Moved to OK from another state with a sped eligibility determination
 - Parent request
- Specify Presenting Concerns
 - Select all that apply to this review
 - "Child is due for the reevaluation" will automatically drive the remaining page and will pre-fill some of the selections.
- "Evaluation Data" section will allow you to add information that has been added on the "Evaluations" tab to the RED.
 - When the review is for the Re-eval process, all evaluation information that has been entered will be available for inclusion.
 - Initial referral, users can elect to enter evaluations on the "Evaluations" tab or in the "Previous Individualized Evaluation(s)/Date(s).
- Service History - collects information about the student's current and former special education and other services.
- Documentation of Interventions - REQUIRED if the suspected disability is Specific Learning Disability.

- Vision and Hearing now appear as a section of the RED.
 - Required Fields
 - It must be completed as part of the RED since they have to be ruled out prior to testing.
- Observation Information now appears as a section of the RED.
 - This area can be found in the Evaluations tab.
 - Space is available to consider sociocultural information and to have it included as part of the REDs. Choose “include on doc” to have the information print to the document.
 - This is optional on the RED. It is **required** on the Eligibility.
- Sociocultural Information now appears as a section of the RED.
 - This area can be found in the Evaluations tab.
 - Space is available to consider sociocultural information and to have it included as part of the REDs. Choose “include on doc” to have the information print to the document.
 - This is optional on the RED. It is **required** on the Eligibility.
- Team/Group Recommended Action Based on the Review of Existing Data - should be completed AFTER the team meeting or meeting with the parent.
- **Include all of the information in the designated component of the MEEGS. If things such as Sociocultural Information or Observations are listed in the Comprehensive Evaluation Report be sure to note this in the MEEGS. Otherwise, these will appear as not being evaluated in the MEEGS.**

Evaluations:

- Once the evaluations are selected the assessment list will appear. Individuals will select the assessment category, component area, score type and results as they have during the past year.
- Evaluations will be listed as components first and then only the evaluations that directly relate to the assessment will appear.
 - Example: Motor
 - An Assessment for Motor would be: **Movement Assessment Battery for Children-2**
 - After the test is selected the subtest options will appear.

Developmentally Delayed (DD)

- There will be a dual eligibility event.
- The team will meet prior to the student’s 10th birthday with a primary disability of DD.
- The action in OK EdPlan will automatically make the suspected disability the primary disability with no additional finalized action upon the student’s 10th birthday.
- Once the eligibility meeting prior to the 10th birthday is finalized, a second eligibility event will automatically occur on the student’s 10th birthday.
- Inform parents that the student’s primary eligibility will change upon the student’s 10th birthday.
- The conversation will occur at the eligibility meeting **prior** to the 10th birthday.

- **After** the student's 10th birthday, provide parents Written Notice that the student's disability category has changed.
- Print the new eligibility event for the student's paper file.
- Inform parents that they can meet to discuss the eligibility category with an eligibility meeting request.
- Note: If you hold a new Eligibility prior to the 10th birthday, this automatic event may still trigger a new MEEGS on the child's 10th birthday. If this happens, notify the SPED office and we can make this one inactive.

Consent to Eligibility Delay

- After parent consent is obtained for initial eligibility, school districts have 45 days **beginning the day of parent consent** to hold an eligibility meeting.
- If the eligibility meeting exceeds the 45 days, the user will have an error message appear prompting a reason for the delay.
 - You will now get an error message along with a note - *This section has appeared because you are attempting to finalize an Eligibility Determination after the 45 day timeline has passed. Please select the one most appropriate reason for the delay below and, if appropriate, indicate the date in which the district will complete the evaluation.*
- Acceptable Exemptions for Timeline Requirement:
 - The parent repeatedly failed or refused to produce the child...
 - The child transferred from the district...
- Reasons for Delay (not acceptable exemptions from timeline requirement):
 - Student/parent serious medical issues
 - LEAs failure to follow appropriate procedures
 - MEEGS team decided additional data was necessary
 - Lack of appropriate LEA resources
 - Breaks in School/District calendars and/or staff not on contract
 - Late Referral from Sooner Start
- Name of Person completing this information & Date of Completion
 - At the bottom of the explanation of the consent to eligibility delay the name of the person completing the information and the date of completion will be entered.
 - After the information is available the option to complete the finalized eligibility event will appear.
 - A Consent to Eligibility Report exists in OK EdPlan, but does not include the reason for the delay. District should keep an Excel document acknowledging initial parent consents and any reasons for the delay. We have created a Site Google Doc to record every time you get a Parent Consent.

Eligibility Determination

- Eligibility Determination Meeting Date
 - Because the Eligibility is a team decision and should not be made in advance of the meeting with the parents and team, you cannot finalize this document with a future date.
- Eligibility Determination
 - Answer the 6 questions
 - All fields are required
- Evaluation Data
 - Indicate which assessment data needs to be included in the Eligibility Determination
 - Document the determination
 - Summary of Eligibility Determination - REQUIRED
 - Give a complete summary of the team's determination
- Disability Categories
 - Primary disability is required - You MUST involve Tammy and Donna in this determination.
 - You want a true category that best fits the student's disabilities.
 - If a student is receiving related services, make sure this is reflected as a Secondary Disability.
 - SLD - requires the definition of Deficit Areas
 - Developmental Delay - required suspected disability
 - And Secondary Disability (if appropriate)
 - Multiple Disabilities
 - Check all disabilities that apply including Intellectual Disabilities.
- If you mark - *This student is being made eligible so commensurate services can be provided while further evaluation is being conducted to establish eligibility* - You are required to identify the Disability category.
- If you mark - *Eligible for Special education; however, the student's parent is declining Eligibility* - you are required to enter the disability.
- Educational Strengths and Educational Needs are required if the team determines the student is Eligible for Special Education
- If student is Not Eligible - you must still complete Educational Needs and Summary of Eligibility Determination

If the parent cannot or will not attend the meeting before the 45 day timeline, the team should proceed with the meeting and determine eligibility.

- **A copy of the Eligibility and a Written Notice of Parent MUST be mailed/sent to the parent.**
- **You cannot develop and IEP or begin services until a parent comes to the school and signs the Eligibility and gives consent for an Initial IEP.**

Draft

- Draft copy is the version submitted to the parent at the meeting.
- Draft means no final decisions have been made without parent/team input prior to the meeting.
- When the meeting is complete - cross out the word Draft and write Final with all hand written edits.
 - Send copy with the parent.
- Go back and make all of the handwritten edits into EdPlan.
- Send the original Draft used at the meeting to Special Ed Office.

Final Eligibility

- Finalize the Eligibility in EdPlan
- Upload signature pages into EdPlan

Written Notice to Parents

- This does not have to be completed at the Eligibility Meeting.
- It is a required document after every formal meeting with a parent.
- The Written Notice serves as a summary of the decisions made at the Eligibility Meeting.
- A copy of the Written Notice must be sent to the parent.

Upload External Documents

- Upload any relevant information tied to the student such as:
 - Outside evaluations
 - Signed signature pages

Complete the Evaluation Checklist and send all paperwork to the Special Education office within 2 weeks of the meeting.

CHICKASHA PUBLIC SCHOOLS OK EdPlan IEP

IEP Timelines

- It is REQUIRED that all IEPs developed and held prior to the Annual Anniversary date.
- Create a system (calendar) documenting your IEP due dates for the school year.
 - Include notices 4 weeks out to begin the testing, notifying related service providers and scheduling of meetings.
- Schedule the meeting to occur at least two weeks before the due date.
 - Help with unscheduled weather days.
 - Gives time to reschedule meetings if parents didn't show the first time.
 - Gives enough time to with related service providers such as OT, PT and SLP.
- Send home reminders prior to the meeting. Call the morning of the meeting as an additional reminder.

SDE Record of Access To Educational Records

- This form is no longer required at IEP meetings. Your signature page serves as the Record of Access.
- Any additional attendees of the meeting will sign the Meeting Attendees form (this form follows the signature page of the IEP).
- This form MUST be in the front of your Blue Working File. It should be signed when someone gets into this file.
- This Record of Access form can be used to document teachers who have received a copy of a student's IEP At-A-Glance.

Contact Log

- Log all contacts with parents including but not limited to scheduling an IEP meeting, the IEP meeting, and mailing or sending home the Written Notice to Parents.
- Start EARLY.
 - Work to schedule the meeting at least 2 weeks before its due date.
 - This will give you time to reschedule if the parent does not show.
- You may hold the meeting without the parent after 3 documented attempts to schedule and hold a meeting.
- You MUST invite all related service providers to the IEP meeting. Make every effort to hold the meeting on dates they are in the district.

Notification of Meeting

- You can now access the Notification of Meeting under the Contact Log
- Make sure you finalize the Notification.
- Mail it to the parent or send it with the student (if needed).
- Don't forget to sign this form.

Parents and IEP Team Members

- To include someone on a student's IEP Team who is not a user in EdPlan, you can add that person on the "Add/Edit Parent/Guardian" page, which allows adding other persons besides parents, e.g. other family members, doctor, etc.
- If a student is age 18, the parent and guardian page may be updated with student's name and checked - Student Lives Here, Guardian Responsibility, and Include on IEP Team.
- If you want a general education teacher's name added as a Team Member, you can send me his/her name and I will add them in EdPlan with "read only" rights.
- If student demographic information needs to be changed, you need to have the attendance secretary to change it in the Student Information System.
- If a student on an IEP also qualifies as English Learner (EL), you must invite the site EL staff member to the IEP (at most sites this is the counselor). This student will have an IEP and an English Language Acquisition Plan (ELAP). The team should work together to ensure appropriate supports, goals and accommodations for both plans. Ensure the team has determined appropriate state testing accommodations in the IEP and appropriate WIDA ACCESS accommodations in the ELAP.

Excusing an IEP team member

- Specific IEP team members should be present at all IEP meetings. This includes parents, general ed teachers, special ed teachers, administrators, related service providers and students.
- In the case an individual is unable to attend the meeting, the information is to be documented within the IEP Parent Consent.
 - This form is located under Documents.
 - Remember to finalize this document.
 - Add this to your Site's Parent Consent Google Doc.

Current Assessments

- Includes recent evaluation information related to areas of need such as the STAR and Lexia, transition assessment, FBA, and State Assessment results including the WIDA ACCESS if the student is EL.
- Assessments included will require a goal.
- Assessments on the IEP should include current assessments within the last school year - may include OSTP, STAR, Lexia, WIDA ACCESS, benchmarks, etc.
- Uncheck old assessments so they are not Included on IEP.
- Reminder - you can include assessment information in the Present Levels of Performance. This is true for the data that does not need IEP goals.

Strengths/Needs, Special Factors, and Parent Concerns

- Each “Save” button, when pressed, will update all data entered on this page.
- Under the Considerations of Special Factors section the sub-questions will be hidden until the user selects “yes” when applicable.
 - Upon selection of “yes” the sub-questions will appear for response.
- Overall Objective Statement
 - This should be a good description of the student. It is the first thing someone sees when reading the IEP. It should paint a good picture of the student.
 - How the student’s disability affects involvement, functional performance, and progress in the general curriculum;
 - Describe how the student performs compared to expectations in the general education curriculum (how wide is the gap);
 - Describe the student’s social, behavioral, and/or emotional skills;
 - Include results of the initial or most recent evaluation of the student;
 - Identify strengths/educational needs of the student (narrow the gap);
 - Address parent and student concerns;
 - Identify post-secondary interests/goals;
 - For a preschool child, how the child’s disability affects participation in age appropriate activities.
 - It can include evaluation information that is not an area of need.
 - This will not cause you to have to write a goal.
- Parent Concerns
 - You can print the Draft with errors and then go back and enter the parent concerns.
 - Be careful about using “place holders” such as TBD. It’s easy to forget to change this to the parent’s concerns.
 - If parent does not attend the meeting, indicate that in this area. “Parent did not attend the IEP meeting.”

Supplemental Aids

- Be descriptive
- Expanded list options
- Sessions and Session Length: Fields can be edited

Goals and Objectives

All students are required to have at least one goal per subject that was addressed as an area of need.

- Goals required include secondary transition.
- Goals should address the student's grade level standards.
 - Each goal should align with the Oklahoma Academic Standards for the grade in which the student is enrolled.
- The STAR, Lexia, and Unique Learning Systems provides an easy and effective way to measure progress towards an IEP Goal.
- OAAP Students
 - **Goal and Objectives are required.**
 - Objectives are the steps designed to assist the student in reaching the annual goal.
 - Objectives are required for students working toward alternate achievement standards, but may be used with other students.

- **Do not write goals related to passing grades. It should be the goal of all students to have passing grades. If a student has failing grades determine what is causing the failing grades - attendance, lack of completing assignments, etc. You can write a goal based on something that is keeping the student from getting a passing grade.**
- **Goals need to be specific to the student's Present Levels of Performance.**

Accommodations

- If a student is taking the OAAP it must be indicated under Accommodations.
 - Oklahoma Alternate Assessment Program (OAAP) Participating
- Each subject assessed should have a Participation Level of - With Accommodations or Without Accommodations.
 - Not Applicable - means the student will not be assessed for that grade level.
- If a student is a speech only student and does not require accommodations indicate - Without Accommodations.
- Testing Accommodations must match the accommodations in the class setting.
 - Example - you cannot have math state testing accommodations if you do not have math classroom accommodations.
 - However, you can have more class accommodations than you do on the state assessment.

Services

- In EdPlan
 - Use Minutes: instead of Blocks or Periods.
 - Block = 90 minutes
 - Period = 60 minutes
- Types of Services
 - Monitoring - The student receives primary instruction from a general education teacher. The special education teacher monitors the performance of the student in the LRE to ensure appropriate access to the curriculum and progress toward IEP goals.
 - You must include a statement about how you will monitor student progress. A student Google doc is a great and easy way to document you are monitoring progress.
 - If you don't do this electronically, you need another written method to document progress of monitor only students.
 - Collaboration - The student receives primary instruction from a general education teacher and the special education teacher reinforces the direct instruction of the general education curriculum. The may occur inside or outside of the general education classroom.
 - Co-teaching - The student receives primary instruction from both a general education teacher and a special education teacher within partnership in the responsibility.
 - Direct Instruction - The student receives primary instruction from a highly qualified special education teacher outside of the general education classroom.
- **It is important that the Services accurately reflect how you are serving the student.**
 - If the student is coming to your lab every day for help and you only show that you are monitoring the student, then his/her services are not truly being reflected on the IEP.
 - This doesn't indicate to the parent and/or teachers the true needs of the student.
- Location
 - Home/Hospital - Homebased students
 - Public/Private Residential - Sequoyah students
 - General/Regular Education Setting - monitored students
 - Special Education Setting - any pullout services
- ESY Services
 - ESY Services must be listed as an additional service under the Special Ed Services section.
 - This will always be considered Direct Instruction.
 - Identify which of the goals will be utilized during ESY Services.
- Transportation
 - This is only marked if the student is riding a special education bus.

- Appropriate accommodations could be “seatbelts” and/or “monitor”.

OAAP Participation

- If team chose “Yes” for participation, tab will appear.
 - Complete OAAP Criteria Checklist
- If team chose “No” for participation, tab will be gray.

Early Childhood Data Collection

- Tab is active based on student’s age.
- The 3 student outcome areas required to be reported include:
 - Positive social-emotional skills (including social relationships);
 - Acquisition and use of knowledge and skills (including communication skills);
 - Use of appropriate action to meet their needs.
- ECO Ratings
 - All students between the ages of 3-6 and with 6 months or more of IEP services **must** have an ECO Entry Rating.
 - All students with 6 months or more of IEP services **must** have an ECO Exit Rating.
 - An ECO Entry Rating on all 3 yearly childhood outcomes is required to be completed within 30 days of the initial IEP.
 - The ECO Exit Rating is completed before the student’s 6th birthday or as the student exits the program.
 - See the *Decision Tree for Summary Rating Discussions* at the end of this section.

Transition Service Plan

- If student is <15 or <9th grade - Transition Tab will be inactive.
- Secondary transition tab is required for all students >= age 16 or 9th grade.
- Required during the student’s 8th grade year.
- Required for **all** students regardless of disability area
- Components needed for the Secondary Transition:
 - Transition Assessments
 - Transition Goals
 - Postsecondary Goals
 - Transition services
 - Curriculum Track
 - Transfer of Rights
 - Release of Confidential Info.
 - Vocational Rehabilitation
 - Summary of Performance
- Completing the Transition Service Plan Tab requires that you -
 - Complete Current Assessments
 - Complete Goals and Objectives Tab
 - Goals while the student is in high school during the life of the IEP.

- Complete Transition Services Plan
 - Goals entered in the secondary transition tab: Long term, Post-Secondary goals
- Desired Post-Secondary/Outcome Completion Goals
 - Education/Training - required
 - Employment - required
 - Independent Living - only required for OAAP students
 - Community Participation - optional
- Documents;
 - Consent of Release of Confidential Information
 - Vocational Rehabilitation Letter
 - Summary of Performance
- Be descriptive and specific to the student. Paint a good picture of the student's needs as they transition for high school to post-secondary opportunities. Avoid "cookie-cutter" statements.
- Begin combining the ICAP and IEP.

Informed Parental Consent at IEP meeting

- The following information is required:
 - Parents received Notice of Procedural Safeguards
 - Parents received Parent Survey brochure
 - Parents received information regarding the Lindsey Nicole Henry Scholarship
 - Parents of children with auditory or visual impairments....

Draft

- Draft copy is the version submitted to the parent at the meeting.
- Draft means no final decisions have been made without parent/team input prior to the meeting.
- When the meeting is complete - cross out the word Draft and write Final with all hand written edits.
 - Send copy with the parent.
- Go back and make all of the handwritten edits into EdPlan.
- Send the original Draft used at the meeting to Special Ed Office.

Final IEP

- Finalize the IEP in EdPlan
- Upload signature pages into EdPlan

Written Notice to Parents

A. *Annual IEP*

Each student's IEP is reviewed at least annually and must be in effect at the beginning of the school year. Meetings may be held any time throughout the school year and

Written Notice provided prior to the implementation of changes to special education services, related services, or educational placement.

B. Following the Annual Meeting

Following the IEP team meeting, a copy of the IEP is given to the parent in a timely manner after the meeting. In addition, IEPs and Written Notice must be given to the parent whenever a change in special education, related services, or educational placement is made to the IEP. Minor changes to the working of a goal or accommodation, for example, would not require written notice.

- This does not have to be completed at the IEP Meeting.
- It is a required document after every formal meeting with a parent.
- The Written Notice serves as a summary of the decisions made at the IEP Meeting.
- A copy of the Written Notice must be sent to the parent.

Additional documents needed as part of the IEP

- OK - Meeting Invitation (don't forget to sign this)
- Contact Log
 - The Contact Log is the place where you document all communications with the parent/guardian.
 - You **must** keep this current.
 - The Meeting Invitation is now available from the contact tab.
 - It will also remain available in the documents section.
- Written Notice to Parents (don't forget to sign this)
- Progress Report

Final Progress Report

- This form is to be completed, printed and sent to with the IEP to the Special Ed Office as documentation of closing out IEP goals and objectives. Do this prior to starting the new IEP.
- Reporting Period
 - This will be the last Reporting Period you just finished. (For example - if you are closing out IEP Goals in April, you will go to the 3rd 9-week reporting period.)
- Update the status of each goal
 - Narrative and current % towards goal
- Create Cumulative Report
- You do not need to send your 9-week Progress Reports to the SPED Office. Only the Cumulative Report when you close out an IEP.
 - However, you **must** do a Progress Report every 9-weeks and send it home with the student's grade level Report Card.

Upload External Documents

- Upload any relevant information tied to the student such as:
 - Outside evaluations

- Signed signature pages

Dismiss vs. Exit

- A student is not Exited from EdPlan unless they leave our district. This is done in the Special Education Office.
- Dismissing a student from an IEP or Related Service must be done through and Eligibility event.

Complete the IEP Checklist and send all paperwork to the Special Education office within 2 weeks of the IEP meeting.

ITEM OF CONSIDERATION
Chickasha Public Schools
Board of Education
August 10, 2020

TOPIC:

ACT Determination for the high school College Career-Readiness Assessment

ADMINISTRATIVE RECOMMENDATION:

No Action Needed. We are required to notify the District School Board if we have selected the ACT over the SAT as our state assessment.

RATIONALE FOR RECOMMENDATION:

I am providing you with a handout that explains some of the reasons we have selected the ACT over SAT. This is an opportunity for all Juniors to take the ACT free of charge. We tried the SAT one year and we had a great deal of difficulty getting our students to complete and engage with the assessment. Our students understand the purpose of the ACT and seem to be more engaged

FISCAL NOTE:

There is no cost to the district for this assessment.

OPTIONS:

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

CONTACT PERSON:

Pam Ladyman

Implemented: April 2020

8 REASONS TO CHOOSE THE ACT[®] TEST



1

You know which questions count

On the SAT[®], you might spend time on a question without knowing it doesn't count toward your score. This is not the case on the ACT.

5

You won't be penalized for guessing

ACT has never had a penalty for guessing, so when possible, try not to leave an answer blank.

2

Your ACT subject scores are balanced

Math is half of the SAT score. The ACT math section is only 25% of the test and 25% of your overall score.

6

You can use your calculator for the whole math test—we don't mind

ACT lets you use your calculator for the entire math section! That is not true on the SAT.

3

You can opt in to win a scholarship from ACT

Opt in to win a \$40,000 scholarship and tech package while registering for the ACT test.*

7

You've already been studying for the ACT for years

The test is designed so by the end of your junior year, you've likely covered all the material that you will see on the test.

4

You can improve your scholarship potential

A school counselor found, after 10 years of students taking both the ACT and SAT, that more scholarships favored the ACT.

8

You can prep for the ACT test for FREE

ACT[®] Academy™ is the go-to place to get the most comprehensive, FREE, personalized practice for the ACT.

Comparison of the ACT to the SAT**

	ACT	SAT
Accepted at all US colleges	✓	✓
Calculator allowed for entire math test	✓	X
Essay is optional	✓	✓
No penalty for guessing	✓	✓
Free daily practice questions	✓	✓
Free comprehensive test practice	✓	✓
Test fees waived for eligible students	✓	✓
Fee waiver students eligible for college application fee waiver	✓	✓
Free score reports	✓	✓
All tests 1 hour or less	✓	X
Measures what you learn in high school	✓	✓
You always know which questions count	✓	X
Testing time	2 hours 55 minutes + 40-minute essay (optional)	3 hours + 50-minute essay (optional)
Structure	4 tests + optional writing test	3 tests + optional essay
Longest test	1 hour	1 hour 20 minutes
Shortest test	35 minutes	35 minutes
Score range	Composite 1-36 (writing domain scores: 2-12)	Composite 400-1600 (SAT Essay: reported in 3 dimensions, each 2-8)

*Eligible sophomores and juniors who register for the April, June, or July 2019 US national test date (and opt in to the giveaway during registration) have a chance to win a \$40,000 Scholarship + a bonus \$5,000 Tech Package.

NO PURCHASE OR ACT TEST REGISTRATION NECESSARY. The "ACT Scholarship Giveaway" is subject in all respects to the complete Official Rules available at www.act.org/actscholarshipgiveaway

**Based on publicly released SAT information.

ITEM OF CONSIDERATION
Board of Education
August 10, 2020

TOPIC: Hot Spots for Teacher and Student Internet Access

ADMINISTRATIVE RECOMMENDATION: Accept Proposal

RATIONALE FOR RECOMMENDATION: The district will be providing virtual and remote learning opportunities. Internet access will be required to participate. The hot spots will allow low-income students and teachers who do not already have internet access to participate in this mode of learning and teaching.

FINANCIAL IMPACT AND FUNDING: \$18,200.00 per year 100 hot spots.

OPTIONS:

1. Approve
2. Not Approve
3. Table

CONTACT PERSON: *Jennifer Stegman 405-222-6500 ext 1001* and Mr. Croslin
Superintendent of Chickasha Public Schools

*Forms are due to the Superintendent's Office by *Tuesday*, the week **before** the Board Meeting

EmpowerED20 / 24-Month Program

Unlimited High-Speed

Cooperative Contract: OK NASPO SW1012T

Number of Connected Students	100
Rate Plan - Unlimited High-Speed Internet	
Monthly Cost per line	\$ 20.00
Monthly Cost for # of Connected Students	\$ 2,000.00
Connectivity Cost for # of Connected Students (24 months)	\$ 48,000.00
Equipment Cost - HotSpots	
Total Cost of HotSpots @ \$84 each	\$ 8,400.00
EmpowerED20 Award	
Award Credit of \$200 per line*	\$ (20,000.00)
Award Credit of \$100 per line**	
Net Cost to District	
Connectivity Cost + HotSpot Cost + EmpowerED Award	\$ 36,400.00
Investment per connected student per month (average after EmpowerED Award credit)	\$ 15.17

*Cost of hotspots deducted from EmpowerED Award; remaining award dollars applied as pro rata credit of \$4.83 per line, per month for months 1-24

☰ Gmail

Compose

- Inbox 990
- Starred
- Snoozed
- Sent
- Drafts
- Accreditation
- Action
- Board
- Business Group
- COSSA/OSSBA 5
- CTIMS

Meet

- Start a meeting
- Join a meeting

Timothy.Stoehr@t-mobile.com

Chickasha Public Schools - Implementation Call Inbox x



Stoehr, Tim

to Jstegman@chickasha.k12.ok.us, Mayra

Hi Jennifer,

Thank you for taking time to speak with me today. Below is a recap of information from our call:

Scope	Description
<p>Scope of Work: Project Quote:</p> <p>Project Ideal Timeline: By 8/15</p>	<p>Hotspots – 100 T9 Franklin Hotspots</p> <ul style="list-style-type: none"> • Charge 100% • Test connectivity • Test filtering block websites • Label & Configuration Instructions: Please label BOX & DEVICE (back of Hotspot): <ul style="list-style-type: none"> ◦ Line 1: Property of Chickasha PS-1 - 100 ◦ Line 2: Phone# ◦ Line 3: SIM # ◦ Line 4: Care # 844-341-4834 • Master sheet creation
<p>Fulfillment</p>	<p>Overnight Shipping Method</p> <p><i>Ship Address:</i></p> <p>Chickasha Public Schools Attn.: Jennifer Stegman 900 W Choctaw Ave Chickasha, OK 73018</p>

In the master spreadsheet, please include:

- Number of unit

ITEM OF CONSIDERATION
Chickasha Public Schools
Board of Education
August 10, 2020

TOPIC: Memorandum of Understanding-Virtual School Dean of Students

ADMINISTRATIVE RECOMMENDATION:

To formally approve the Memorandum of Understanding, in regards to a one year extra duty stipend for the duties of Elementary Virtual School Dean of Students and Secondary Virtual School Dean of Students.

RATIONALE FOR RECOMMENDATION:

This MOU would allow CPS to pay two certified teachers, who will also be teaching virtually, to assist in administrative functions of the students that have selected the Virtual Pathway or Blended Pathway. There are approximately 400 students who have selected these pathways.

FISCAL NOTE:

For the 2020-2021 school year, both parties agree on two (2) stipends, which will represent the extra duty positions of: Elementary Virtual School Dean of Students and Secondary Virtual School Dean of Students, with a cost of \$5,000 for each of the aforementioned extra duty positions. Both parties agree that this MOU is only issued for the current school year. This stipend would be paid on top of their teaching contract, because their duties would be completed after contract time.

OPTIONS:

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

CONTACT PERSON:

Seth Meier, Executive Director of Curriculum and Personnel
smeier@chickasha.k12.ok.us




**Chickasha Public Schools
Curriculum and Personnel Department**


To: Chickasha United Teaching Association
From: Seth Meier, Executive Director of Curriculum and Personnel- CPS
Re: Memorandum of Understanding
Date: August 4, 2020

This Memorandum of Understanding (MOU) signifies an agreement between Chickasha Public Schools and the Chickasha United Teaching Association (CUTA) for the 2020-2021 school year, in regards to the extra duty stipend of Virtual School Dean of Students. Both parties agree that this extra duty is only available to Chickasha Public School certified teachers, and will be for the length of the equivalent to twenty (20) days, in addition to the negotiated district teaching contract. These twenty (20) days can be accomplished at any time outside of the negotiated contract work day. For the 2020-2021 school year, both parties agree on two (2) stipends, which will represent the extra duty positions of: Elementary Virtual School Dean of Students and Secondary Virtual School Dean of Students, with a cost of \$5,000 for each of the aforementioned extra duty positions. Both parties agree that this MOU is only issued for the current school year, and then it will be revisited by both parties, prior to the beginning of the 2021-2022 school year.

The below signatures signify agreement of the above MOU.


Donya Charlson
President-CUTA

8/5/20
Date


Seth Meier
Executive Director of Curriculum and Personnel- CPS

8/5/20
Date

*The implementation of this Memorandum of Understanding is contingent upon CPS Board of Education approval, but public posting may occur after the signatures are initiated.

ITEM OF CONSIDERATION
Chickasha Public Schools
Board of Education
August 10, 2020

TOPIC: Memorandum of Understanding- Seasonal Bus Drivers

ADMINISTRATIVE RECOMMENDATION:

To formally approve the Memorandum of Understanding, in regards to a one year extra duty stipend for seasonal bus drivers.

RATIONALE FOR RECOMMENDATION:

This MOU would allow CPS to pay certified staff to drive extra-duty bus routes, with a semester commitment. There is a bus driver shortage: in the event that a driver needs to quarantine, we need bus drivers on standby.

FISCAL NOTE:

This is an MOU lasting one year. For the 2020-2021 school year, both parties agree on a maximum of ten (10) stipends, with a cost of \$2,000 for each of the aforementioned extra duty positions.

OPTIONS:

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

CONTACT PERSON:

Seth Meier, Executive Director of Curriculum and Personnel
smeier@chickasha.k12.ok.us




**Chickasha Public Schools
Curriculum and Personnel Department**


To: Chickasha United Teaching Association
From: Seth Meier, Executive Director of Curriculum and Personnel- CPS
Re: Memorandum of Understanding
Date: August 4, 2020

This Memorandum of Understanding (MOU) signifies an agreement between Chickasha Public Schools and the Chickasha United Teaching Association (CUTA) for the 2020-2021 school year, in regards to the extra duty stipend of seasonal bus drivers. Both parties agree that this extra duty is only available to Chickasha Public School certified teachers, and will be for the length of the equivalent one (1) semester, in addition to the negotiated district teaching contract. The semester length of extra duties does not have to be a continuous semester in length, but must be at least two (2) individual quarters of the school year in length. The staff member hired for the extra duty stipend will be assigned a morning or afternoon route, which will be consistent for the entire time equivalent to one semester and will be predetermined with the Director of Operations. For the 2020-2021 school year, both parties agree on a maximum of ten (10) stipends, with a cost of \$2,000 for each of the aforementioned extra duty positions. Both parties agree that this MOU is only issued for the current school year, and then it will be revisited by both parties, prior to the beginning of the 2021-2022 school year.


The below signatures signify agreement of the above MOU.




Donya Charlson
President-CUTA



Date



Seth Meier
Executive Director of Curriculum and Personnel- CPS



Date

*The implementation of this Memorandum of Understanding is contingent upon CPS Board of Education approval, but public posting may occur after the signatures are initiated.



Special Meeting of the Board of
Education
Monday, July 13, 2020 6:00 PM Central

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

1. Call Meeting to Order

2. Roll Call

Attendance Taken at 6:03 PM.

Laurie Allen: Present

Christy Clift: Present

Cara Gerdes: Present

Zack McGill: Present

Robyn Morse: Present

3. Pledge of Allegiance

4. Public Comment

5. Swearing in of Christy Clift board office seat #5.

6. Swearing in of Rochelle Bowens as board clerk

7. Swearing in of Kelly Hair as deputy clerk

8. Reorganization of the Board of Education

Motion to approve Zack McGill as President. This motion, made by Robyn Morse and seconded by Laurie Allen, passed.

Laurie Allen: Yea

Christy Clift: Yea

Cara Gerdes: Yea

Zack McGill: Yea

Robyn Morse: Yea

Yea: 5, Nay: 0

Motion to approve Robyn Morse as 1st Vice President and Laurie Allen as 2nd Vice President. This motion, made by Christy Clift and seconded by Zack McGill, passed.

Laurie Allen: Yea

Christy Clift: Yea

Cara Gerdes: Yea

Zack McGill: Yea

Robyn Morse: Yea

Yea: 5, Nay: 0

9. Recognition of Quarterly Support Employee:

- Jodi Pratt

10. Return to Learning Presentation

11. Discussion and vote to approve or not approve Addendum Teacher Job Description for Federal Program.

Motion to approve revised Addendum, change Title I Teacher to Federal Program Teacher. This motion, made by Christy Clift and seconded by Laurie Allen, passed.

Laurie Allen: Yea

Christy Clift: Yea

Cara Gerdes: Yea

Zack McGill: Yea

Robyn Morse: Yea

Yea: 5, Nay: 0

12. Discussion and vote to approve or not approve Addendum to the Teacher Job Description for Indian Education Teacher

Motion to approve new Addendum for Indian Education Teacher Position. This motion, made by Robyn Morse and seconded by Zack McGill, passed.

Laurie Allen: Yea

Christy Clift: Yea

Cara Gerdes: Yea

Zack McGill: Yea

Robyn Morse: Yea

Yea: 5, Nay: 0

13. Discussion and vote to approve or not approve Addendum Teacher Job Description for Federal Programs Graduation Coach

Motion to approve Addendum for Federal Programs Graduation Coach Position. This motion, made by Christy Clift and seconded by Zack McGill, passed.

Laurie Allen: Yea

Christy Clift: Yea

Cara Gerdes: Yea

Zack McGill: Yea

Robyn Morse: Yea

Yea: 5, Nay: 0

14. Discussion and vote to approve or not approve New Job Description Speech Language Pathology Assistant

Motion to approve New Job Description for Speech Language Pathology Assistant Position. This motion, made by Laurie Allen and seconded by Christy Clift, passed.

Laurie Allen: Yea
Christy Clift: Yea
Cara Gerdes: Yea
Zack McGill: Yea
Robyn Morse: Yea
Yea: 5, Nay: 0

15. Discussion and vote to approve or not approve Closing of CMS accounts

Motion to approve Closing of CMS accounts with the edit of account #832 funds transferred to account #903. This motion, made by Laurie Allen and seconded by Christy Clift, passed.

Laurie Allen: Yea
Christy Clift: Yea
Cara Gerdes: Yea
Zack McGill: Yea
Robyn Morse: Yea
Yea: 5, Nay: 0

16. Discussion and vote to approve or not approve Care Coordination Agreement OMHC dba Red Rock Behavioral Health Services and Chickasha Public School District

Motion to approve Care Coordination Agreement OMHC dba Red Rock Behavioral Health Services agreement. This motion, made by Robyn Morse and seconded by Laurie Allen, passed.

Laurie Allen: Yea
Christy Clift: Yea
Cara Gerdes: Yea
Zack McGill: Yea
Robyn Morse: Yea
Yea: 5, Nay: 0

17. Discussion and vote to approve or not approve Acellus Learning Systems Quote

Motion to approve Acellus Learning Systems Quote. This motion, made by Robyn Morse and seconded by Laurie Allen, passed.

Laurie Allen: Yea
Christy Clift: Yea
Cara Gerdes: Yea
Zack McGill: Yea
Robyn Morse: Yea
Yea: 5, Nay: 0

18. Discussion and vote to approve or not approve Edmentum Courseware Quote
Motion to approve Edmentum Courseware Quote. This motion, made by Robyn Morse and seconded by Christy Clift, passed.

Laurie Allen: Yea
Christy Clift: Yea
Cara Gerdes: Yea
Zack McGill: Yea
Robyn Morse: Yea
Yea: 5, Nay: 0

19. Discussion to approve or not approve MobileMind Quote
Motion to approve MobileMind Quote. This motion, made by Robyn Morse and seconded by Christy Clift, passed.

Laurie Allen: Yea
Christy Clift: Yea
Cara Gerdes: Yea
Zack McGill: Yea
Robyn Morse: Yea
Yea: 5, Nay: 0

20. Discussion and vote to approve or not approve Softball Concession Stand
Motion to approve donation of softball concession stand. This motion, made by Robyn Morse and seconded by Laurie Allen, passed.

Laurie Allen: Yea
Christy Clift: Yea
Cara Gerdes: Yea
Zack McGill: Yea
Robyn Morse: Yea
Yea: 5, Nay: 0

21. Consent Agenda
Motion to approve Consent Agenda excluding items k and p-at. This motion, made by Christy Clift and seconded by Laurie Allen, passed.

Laurie Allen: Yea
Christy Clift: Yea
Cara Gerdes: Yea
Zack McGill: Yea
Robyn Morse: Yea
Yea: 5, Nay: 0

21.a. Minutes of the June 8, 2020 special meeting

- 21.b. Minutes of the June 16, 2020 special meeting
- 21.c. Finance Report; 2019-2020
- 21.d. Finance Report: 2020-2021
- 21.e. Change Order Fund 11 - #9
Change Order Fund 21 - #1
- 21.f. Annual renewal Lexia Learning System LLC
- 21.g. Annual renewal n2y, LLC
- 21.h. Annual renewal Eduskills LLC Contract
- 21.i. Annual renewal Renaissance Assessment
- 21.j. CVTECH Cooperative Math and Science Agreement Contract
- 21.k. Chickasha Area Art Council Agreement Contract
- 21.l. AHERA Contract Agreement
- 21.m. Tyler Technologies - Bus Route System
- 21.n. Lease Contract for Building #1 and Building #2 with Washita Valley Community Action Council
- 21.o. Memorandum of Understanding between Washita Valley Community Action Council and Chickasha Public School 2020-2021
- 21.p. Purpose of Account - Special Olympics and Special Education Activities (965)
- 21.q. Johnson's O'Malley Program and Title VI Indian Education
- 21.r. Purpose of Account- Athletics (Secondary Activities)
- 21.s. Purpose of Account - HS Office
- 21.t. Purpose of Account - HS Electives
- 21.u. Purpose of Account - High School FFA
- 21.v. Purpose of Account - HS Classes
- 21.w. Purpose of Account - HS Clubs
- 21.x. Purpose of Account - CMS Office
- 21.y. Purpose of Account - CMS Clubs
- 21.z. Purpose of Account - CMS Programs
- 21.aa. Purpose of Account - CMS Library and Music
- 21.ab. Purpose of Account - Grand Office Account #811
- 21.ac. Purpose of Account - Grand School Daycare #825

21.ad. Purpose of Account - Grand School Library Activity Account # 826

21.ae. Purpose of Account - Grand School Picture Account

21.af. Purpose of Account - Grand School Spirit Squad #883

21.ag. School Store #962 (Grand)

21.ah. Purpose of Account - HS Robotics #903

21.ai. Purpose of Account - Elementary Robotics - Acct. #813

21.aj. Application for Sanctioning Grand PTO

21.ak. Application for Sanctioning Chickasha Band Parent Association

21.al. Application for Sanctioning Lincoln PTO

21.am. Application for Sanctioning HS Cheer

21.an. Application for Sanctioning Soccer

21.ao. Application for Sanctioning Swim

21.ap. Application for Sanctioning Baseball

21.aq. Application for Sanctioning Volleyball

21.ar. Application for Sanctioning HS Pom

21.as. Application for Sanctioning Basketball

21.at. Application for Sanctioning Softball

22. Proposed Executive Session to Discuss:

22.a. Employment, hiring, appointment, promotion, demotion, disciplining, or resignation of individual salaried public officers or employees. Executive Session Authority: Okla. Stat. Tit. 25, 307(B)(1). The Board will discuss: those persons listed on Exhibit A.

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

No action was taken to go into executive session

Motion to not convene into Executive Session. This motion, made by Christy Clift and seconded by Cara Gerdes, passed.

Laurie Allen: Yea

Christy Clift: Yea

Cara Gerdes: Yea

Zack McGill: Yea

Robyn Morse: Yea

Yea: 5, Nay: 0

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

No action taken

25. Motion and vote to approve or not approve the hiring of individuals listed on Exhibit A
Motion to approve the hiring of individuals listed on Exhibit A. This motion, made by Christy Clift and seconded by Cara Gerdes, passed.

Laurie Allen: Yea
Christy Clift: Yea
Cara Gerdes: Yea
Zack McGill: Yea
Robyn Morse: Yea
Yea: 5, Nay: 0

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

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

Laurie Allen: Yea
Christy Clift: Yea
Cara Gerdes: Yea
Zack McGill: Yea
Robyn Morse: Yea
Yea: 5, Nay: 0

27. Motion and vote to approve or not approve the resignations of individuals listed on Exhibit A
Motion to approve the resignations of individuals listed on Exhibit A. This motion, made by Christy Clift and seconded by Robyn Morse, passed.

Laurie Allen: Yea
Christy Clift: Yea
Cara Gerdes: Yea
Zack McGill: Yea
Robyn Morse: Yea
Yea: 5, Nay: 0

28. Motion and vote to approve or not approve the retirement of individuals listed on Exhibit A
No action taken

29. New Business

30. Superintendent's Report

31. Motion to Adjourn

Motion to adjourn at 7:56 p.m. This motion, made by Robyn Morse and seconded by Laurie Allen, passed.

Laurie Allen: Yea
Christy Clift: Yea

Cara Gerdes: Yea
Zack McGill: Yea
Robyn Morse: Yea
Yea: 5, Nay: 0

Board President

Clerk

DRAFT



2801 N. LINCOLN BLVD., OKLAHOMA CITY, OK 73105
1-888-808-4827 • OKTLE.COM

July 1, 2020

Chickasha Public Schools
900 W Choctaw Ave
Chickasha, OK 73018

Re: OKTLE, SEES, McREL, and/or Hire For Ed renewal for 2020-2021 School Year.

Dear Ms. Stegman:

Thank you so much for your participation with OKTLE this past year. We continue to work hard to make improvements and innovations based upon your feedback and ideas.

NEW, Hire For Ed can now be activated or renewed with this agreement. Create job postings, receive applications from candidates and manage your entire hiring process online with the ease and simplicity you've experienced OKTLE.

McREL and Support Employee Evaluation (SEES) can also be activated or renewed with this agreement. McREL information will automatically be combined with teacher data for the end-of-year SDE report. Also, if you are not effectively evaluating your support employees each year, you should begin that process of annual documentation now, with our easy-to-use system.

To maintain uninterrupted access to the system for your administrators and teachers:

- **Fill in your district information and number of certified teachers for OKTLE, the number of principals/leaders to be evaluated if you are using McREL, the number of support employees if you will be using SEES, and sites for Hire For Ed.**
- **Sign both copies of the agreement**
- **Return one copy to us**

Upon receipt of your agreement we will immediately renew your accounts for the upcoming year. If you have any questions or comments, please contact me at the office or on my cell at 405-229-1555.

Very Truly Yours,


Lou Barlow
President
Employee Evaluation Systems, Inc.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the “Agreement”), dated as of _____, 2020, is made and entered into by and between **EMPLOYEE EVALUATION SYSTEMS, INC.** (“EES”), whose notice address is 2801 N. Lincoln Blvd., suite 226, Oklahoma City, Oklahoma 73105, and **SCHOOL DISTRICT NO. _____ OF _____ COUNTY, OKLAHOMA, a/k/a _____ PUBLIC SCHOOLS** (“District”).

RECITALS:

A. EES has developed a web application known as OKTLE for use with the teacher evaluation framework known as the Tulsa TLE Observation and Evaluation System. EES has developed a web application known as SEES for use in support employee evaluation. EES has also developed a web application for use with the McREL principal/leader evaluation system. EES has developed a web application known as Hire for Ed for use in managing the employee hiring process.

B. EES and the District desire to license the use of EES’s OKTLE, SEES, Hire For Ed, and/or McREL web-based Systems to the District for use in teacher, support employee and/or principal/leader evaluations for the 2020-2021 school year and thereafter.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, EES and District agree as follows:

1. **Grant of License.** Subject to the terms and conditions of this Agreement, EES hereby grants to District a non-exclusive, non-transferable license to use the OKTLE, SEES, Hire For Ed, and/or McREL web-based Systems (the “License”).

2. **Term.** The term of this Agreement shall be for one year, beginning July 1, 2020 and ending June 30, 2021.

3. **Support, Training and Services.** District’s license of the OKTLE, SEES, Hire For Ed, and/or McREL web-based Systems includes online access to the web-based teacher, support employee and principal/leader evaluation systems, online users guides, unlimited technical support, reports of observation and evaluation data, and training related to the operation of the web-based systems. State mandated training for evaluators on the Tulsa TLE Observation and Evaluation System or McREL principal/leader system is not included with this license, and may be obtained from the State or State licensed vendors according to the requirements of the Oklahoma State Department of Education.

4. License Fee.

OKTLE – Teacher Evaluation

\$27.50 per teacher

\$24.75 per teacher for members of OROS, ORES or USSA

For the 2020-2021 school year, the District will have

_____ teachers

X _____ per teacher

OKTLE TOTAL _____

McRel – Leader Evaluation

~~\$200.00 per Leader/Principal~~

\$160.00 per Leader/Principal for OKTLE districts

For the 2020-2021 school year, the District will have

_____ Leaders/Principals,

X \$160.00 per Leader/Principal

McREL TOTAL _____

SEES - Support Employee Evaluation

~~\$20.00 per employee~~

\$16.00 per employee for OKTLE districts

For the 2020-2021 school year, the District will have

_____ support employees

X \$16.00 per employee

SEES TOTAL _____

HIRE FOR ED – Teacher Recruitment and Hiring

Post jobs, accept applications, and manage your hiring process *online* simply and easily.

Admin office plus up to 3 school sites ~~\$1,200~~ \$960 for OKTLE districts

+ Additional school sites _____ x \$300 = _____

HIRE FOR ED TOTAL _____

TOTAL 2020-2021 SCHOOL YEAR COST _____

5. **Release by District.** District, in consideration for the grant of the License and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby releases EES, its officers, agents and employees, from any and all liability or expense, including, without limitation, reasonable attorneys' fees, expenses, costs, judgments, settlements, or other costs to the extent arising out of or relating to (1) District's use, misuse or modification of the OKTLE, SEES, Hire For Ed, and/or McREL web-based Systems; or (2) District's failure to use corrections or enhancements to the OKTLE, SEES, Hire For Ed, and/or McREL web-based Systems provided to District by EES.

6. **District's Remedies.** District's exclusive remedy hereunder is termination of this Agreement.

7. **Limitation of Liability.** To the maximum extent permitted by law, under no circumstances shall either party be liable to the other for indirect, incidental, consequential, special or exemplary damages arising from this agreement or the breach hereof.

8. **Miscellaneous.**

(a) **Entire Agreement.** This Agreement constitutes the entire agreement of the parties relative to the licensing of use of the OKTLE, SEES, Hire For Ed, and/or McREL web-based Systems and supersedes all oral or written proposals or understandings concerning such subject matter. This Agreement may be modified only pursuant to a writing executed by both parties.

(b) **Severability.** If any of the provisions of this Agreement are held by a court of competent jurisdiction to be invalid or unenforceable under any applicable statute or rule of law, such provision shall, to that extent, be deemed omitted and the remaining portions of this Agreement shall remain in full force and effect.

(c) **Survivability.** The obligations set forth herein shall survive any termination of this Agreement.

(d) **Waiver.** No term or provision of this Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed to have been made unless such waiver or consent shall be in writing signed by the party against whom the waiver or consent is asserted. The waiver of one breach or default or any delay in exercising any rights under this Agreement shall not constitute a waiver of any subsequent breach or default.

(e) **Construction.** Descriptive headings or captions in this Agreement are for convenience only and shall not affect the construction or application of this Agreement. No rule of construction requiring interpretation against the drafting party shall be applied or given effect.

(f) **Intellectual Property.** District shall cooperate fully with EES in the maintenance and protection by EES of any rights or interests of EES in the OKTLE, SEES, Hire For Ed, and/or McREL web-based Systems or other intellectual property or interests therein that are the subject matter of this License.

IN WITNESS WHEREOF, EES and District have executed this Agreement as of the _____ day of _____, 2020.

EMPLOYEE EVALUATION SYSTEMS, INC.

By: 

President

“EES”

INDEPENDENT SCHOOL DISTRICT NO. ____
OF _____ COUNTY, OKLAHOMA,
a/k/a _____ PUBLIC SCHOOLS

By: _____
For the District

“DISTRICT”

Chickasha Independent School District 1 (139751)

900 W Choctaw Ave
Chickasha, OK 73018

RE: E-Rate Consulting Services – Multi Year Renewal Option
E-Rate FY2021-22

This letter is to confirm that Chickasha Independent School District 1 will exercise the renewal option as stated on the May 2019 Master Services Agreement, “Term of this agreement shall be effective from date of execution of this agreement through June 30, 2020 with up to two(2) subsequent twelve-month renewals subject to mutual ratification in writing by both parties. Execution of the annual fee schedule shall be considered mutual ratification.”

1st Auto renewal, FUNDING YEAR: 2021-2022

Fees for requests for funding in the Category Two (“C2”) categories of service shall be the **greater of** the Base Filing Fee **OR** Three Percent (3%) of the total funding commitment amount issued by the Universal Service Administrative Company (“USAC”) on each of the applicant’s FY2021 Funding Commitment Decision Letter(s). The Base Filing Fee for C2 services is due in full at the time the application is filed. The amount due in excess of the Base Filing Fee is contingent upon funding and shall be due and payable upon issuance by USAC of the Funding Commitment Decision Letter related to FY2021 C2 Services.

FEES FOR E-RATE FUNDING YEAR 2021 (7/1/2021-6/30/2022)

Category of Service	Description	Amount	Billing Date
<u>Category 1</u> Telecommunications & Broadband Services	Pre and Post Funding for C1 Services	\$3,950.00	January 2021
<u>Category 2</u> Internal Broadband Connections, MIBS, & Maintenance	Base Filing Fee for C2 services	\$750.00	January 2021
	Pre and Post Funding for C2 services	3% of funding commitment amount less base filing fee	Due Upon Funding

FEES FOR OUSF COMPLIANCE SERVICES FOR THE PERIOD JULY 1, 2020 – JUNE 30, 2021

OUSF Document & Compliance services. Includes preparation and submission of applicant affidavit(s) and assistance with document requests.	Check Yes to Request <u> </u> YES <u> </u> NO
Annual cost \$760.00 – billed January 2021 OUSF consulting fee includes up to 8 hours consulting time directly related to OUSF. Additional hours will be billed at \$125/hour.	

Payment terms are net 45 days, unless otherwise noted.

Fees for additional Form 470 filings. After KSLLC has filed the Form 470 and RFP for the Applicant for 2021-22, the applicant may choose to request additional services or make cardinal changes to the services requested. KSLLC fees are as follows:

- (a) Additional Form 470 requested more than 45 days prior to close of the filing window: \$750
- (b) Additional Form 470 requested less than 45 days prior to close of the filing window: \$1,500

Documentation. KSLLC will provide E-Rate Documentation on the applicant's Kellogg & Sovereign E-Rate Sharepoint folder for online access. E-Rate applicants also have access to their E-Rate documentation on the USAC E-Rate Productivity Center (EPC).

Payment. Payments should be remitted to Kellogg & Sovereign Consulting, 18235 Bulverde Road, Ste 105-323, San Antonio, TX 78259.

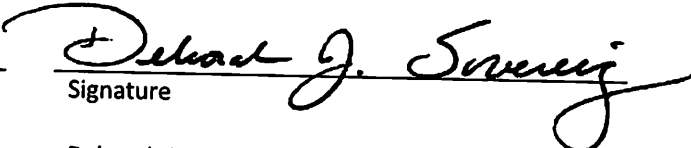
If fees or expenses are not paid within 90 days, KSLLC may elect to terminate the contractual agreement as detailed in the MSA in whole or in part.

Should we encounter any unforeseen problems which will warrant additional time or expense, you will be notified of the situation including any added cost. You will have the opportunity to agree to any additional expenses prior to additional expenses being incurred. Any and all additional charges other than the standard fees outlined above, detailed in the MSA, or listed in the Scope of Services shall be agreed to in writing by both parties.

FOR:
Chickasha Independent School District 1
900 W Choctaw Ave
Chickasha, OK 73018

FOR:
Kellogg & Sovereign® Consulting, LLC
1101 Stadium Drive
Ada, OK 74820

Signature



Signature

Printed Name

Deborah J. Sovereign

Printed Name

Title

Owner, CFO

Title

Date

May 18, 2020

Date

Funding Data Search: SPIN BEN 471 FRN CRN State:

FY: [1998](#) | [1999](#) | [2000](#) | [2001](#) | [2002](#) | [2003](#) | [2004](#) | [2005](#) | [2006](#) | [2007](#) | [2008](#) | [2009](#) | [2010](#) | [2011](#) | [2012](#) | [2013](#) | [2014](#) | [2015](#) | [2016](#) | [2017](#) | [2018](#) | [2019](#) | [2020](#) | [All Funding Years](#)

[\[Print Version \]](#)

E-Rate Organizer Utilization Summary Chart

Applicant: **CHICKASHA INDEP SCHOOL DIST 1**

Billed Entity Number: **139751**

FY	Req. FRNs	Funded FRNs	486 on File	Requested Amount	Committed Category 1	Committed Category 2	Total Committed	Total Disbursed	Remaining Balance	Util. %
2020	3	2	0	\$222,733.89	\$127,332.00	\$0.00	\$127,332.00	\$0.00	\$127,332.00	0.0%
2019	6	6	6	\$276,423.88	\$105,839.28	\$142,544.24	\$248,383.52	\$197,558.14	\$50,825.38	79.5%
2018	6	6	6	\$109,099.44	\$109,099.44	\$0.00	\$109,099.44	\$101,174.52	\$7,924.92	92.7%
2017	7	7	7	\$178,754.40	\$219,866.73	\$0.00	\$219,866.73	\$133,341.09	\$86,525.64	60.6%
2016	4	4	4	\$157,987.06	\$157,987.06	\$0.00	\$157,987.06	\$124,400.72	\$33,586.34	78.7%
2015	11	11	11	\$324,452.86	\$170,814.48	\$118,607.29	\$289,421.77	\$251,064.04	\$38,357.73	86.7%
2014	6	4	4	\$431,946.77	\$166,943.08	\$0.00	\$166,943.08	\$166,173.46	\$769.62	99.5%
2013	9	6	6	\$595,559.04	\$270,191.37	\$0.00	\$270,191.37	\$190,369.51	\$79,821.86	70.5%
2012	8	6	6	\$401,916.72	\$243,903.35	\$0.00	\$243,903.35	\$152,857.11	\$91,046.24	62.7%
2011	8	8	8	\$984,432.27	\$208,319.59	\$742,776.32	\$951,095.91	\$758,865.88	\$192,230.03	79.8%
2010	8	8	8	\$199,533.11	\$144,343.81	\$54,990.25	\$199,334.06	\$157,080.44	\$42,253.62	78.8%
2009	7	7	7	\$209,571.22	\$154,580.97	\$51,558.25	\$206,139.22	\$145,958.65	\$60,180.57	70.8%
2008	9	8	8	\$188,480.94	\$124,420.91	\$0.00	\$124,420.91	\$111,375.91	\$13,045.00	89.5%
2007	11	11	11	\$505,719.74	\$119,664.26	\$386,055.48	\$505,719.74	\$477,353.48	\$28,366.26	94.4%
2006	12	9	9	\$457,158.16	\$133,083.65	\$0.00	\$133,083.65	\$105,887.56	\$27,196.09	79.6%
2005	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%
2004	7	0	0	\$21,013.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%
2003	10	10	10	\$44,066.82	\$43,997.70	\$0.00	\$43,997.70	\$41,888.95	\$2,108.75	95.2%
2002	11	11	10	\$42,904.80	\$42,844.07	\$0.00	\$42,844.07	\$36,571.93	\$6,272.14	85.4%
2001	21	12	11	\$49,489.93	\$44,376.71	\$189.00	\$44,565.71	\$39,941.68	\$4,624.03	89.6%
2000	12	11	11	\$53,653.20	\$42,578.42	\$0.00	\$42,578.42	\$6,352.85	\$36,225.57	14.9%
1999	34	34	34	\$429,183.23	\$43,309.92	\$381,370.20	\$424,680.12	\$405,024.81	\$19,655.31	95.4%
1998	9	5	5	\$168,140.33	\$0.00	\$42,811.45	\$42,811.45	\$28,135.28	\$14,676.17	65.7%
Totals:	219	186	182	\$6,052,221.01	\$2,673,496.80	\$1,920,902.48	\$4,594,399.28	\$3,631,376.01	\$963,023.27	79.0%

Service Legend: Category 1 includes Telecomm, Voice, Data Transmission and/or Internet Access; Category 2 includes Internal Connections, Internal Connections Maintenance and Managed Internal Broadband Services

* Recurring service funding for FY 1998 was expanded from twelve to eighteen months to align original requests with the new fiscal funding year ending June 30, 1999.



Public Finance Division
499 W. Sheridan Avenue, Suite 2500
Oklahoma City, Oklahoma 73102

ENGAGEMENT LETTER

August 10, 2020

Chickasha Public Schools
900 West Choctaw Avenue
Chickasha, OK 73018

RE: Financial Advisory Services Provided to the Chickasha School District

The purpose of this Engagement Letter (the "Letter") is to set forth the role BOK Financial Securities, Inc. ("BOKFS") proposes to serve and the responsibilities BOKFS proposes to assume as financial advisor to the Chickasha School District (the "Issuer"). Upon Issuer's acceptance, this Letter will serve as our mutual agreement with respect to the terms and conditions of our engagement as Issuer's financial advisor, effective on the date this Letter is executed by Issuer (the "Effective Date").

1. **Scope of Services.** BOKFS will provide, on an on-going basis, professional financial advisory services to the Issuer on any financial matters, including but not limited to the issuance and term of new debt ("Issue" or "Issues"), primarily general obligation bonds. BOKFS will assist the Issuer with each of the following tasks associated with the planning, structuring, marketing, pricing, and closing of the proposed financing(s).

- (a) The Services shall be limited to the services described in **Appendix A** (the "Scope of Services").
- (b) Except as otherwise provided in the Scope of Services, BOKFS shall not be responsible for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about BOKFS provided by BOKFS for inclusion in such documents.
- (c) The Scope of Services does not (i) include tax, legal, accounting or engineering advice with respect to any Issue, Product or opinion or certificate rendered by counsel or other person at closing, or (ii) include review or advice with respect to any feasibility study, except, in either case, as may be prepared by BOKFS as provided for in the Scope of Services.
- (d) Issuer agrees not to represent, publicly or to any specific person, that BOKFS is Issuer's independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption") without BOKFS's prior written consent.
- (e) When BOKFS is designated by Issuer as its IRMA, BOKFS shall be Issuer's IRMA solely with respect to the Scope of Services. BOKFS shall not be responsible for verifying that it is independent (within the meaning of the IRMA



exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Any reference to BOKFS, its personnel and its role as IRMA in Issuer's written representation contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B), shall be subject to prior approval by BOKFS.

2. BOKFS's Regulatory Obligations When Providing Services to Issuer.

- (a) MSRB Rule G-42 requires that BOKFS (i) make a reasonable inquiry as to the facts that are relevant to Issuer's determination whether to proceed with a course of action or that form the basis for any advice provided by BOKFS to Issuer, (ii) undertake a reasonable investigation to determine that BOKFS is not basing any recommendation on materially inaccurate or incomplete information, and (iii) use reasonable diligence to know the essential facts about Issuer and the authority of each person acting on Issuer's behalf.
- (b) Issuer agrees to cooperate, and to cause Issuer's agents to cooperate, with BOKFS in carrying out the foregoing requirements, including providing to BOKFS accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such requirements. In addition, Issuer agrees that, to the extent Issuer requests BOKFS provide advice with regard to any recommendation made by a third party, Issuer will provide to BOKFS written direction to do so and all information Issuer has received from such third party relating to its recommendation.

3. Compensation. For the above services, you agree to pay us the following:

- \$20,000 per General Obligation bond issue completed

The above fees are payable only upon a successful election, if applicable, and subsequent receipt of proceeds from the bonds. However, if your election is held and fails, and another election is called for the issuance of bonds within one year from this date, you hereby agree to employ us under the terms of this contract.

In addition to the above fees, you agree to pay or reimburse us for our payment of the following expenses:

1. All Election Board Expenses, if applicable
2. Legal Publication Fees
3. Secretary of State Filing Fees
4. Official Statement Printing & Distribution, if applicable
5. Credit Rating Agency Fees, if applicable
6. Overnight courier service charges associated with distribution of bond material

4. Term of this Engagement. This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. If Issuer exercises its option to terminate this Agreement, Issuer agrees to reimburse BOKFS for any of the expenses described in paragraph 3 advanced by BOKFS pursuant to paragraph 3 above and to pay BOKFS for its services rendered



necessary for the most effective marketing of the bonds, we shall assist the School District with the following:

1. Provide financial, economic and demographic information to such organizations for their review;
2. Coordinate and negotiate with the rating agencies to obtain the highest possible rating for the Bonds.

(G) We shall prepare the necessary Resolution to set the date, time and place for the sale of the Bonds.

(H) We shall be present at the sale of bonds to aid the Board of Education in the tabulation and comparison of bids. We shall also advise the members of the Board of Education as to the bond market conditions at the time of the sale and the advisability of accepting or rejecting the bids submitted.

(I) We shall prepare the necessary Resolution to authorize the issuance of the Bonds.

(J) We shall prepare a final Official Statement that describes the Bonds offered, including complete information as to the security for the Bonds, the School District and other pertinent details for use by the successful bidder of the Bonds.

(K) We shall complete the necessary applications so that the bond issue can be bid electronically (via PARITY's electronic bond bidding system).

(L) Assuming a favorable interest rate is received and accepted by the School District, BOK Financial Securities, Inc., shall then proceed to take all steps necessary to expedite the preparation of all other documentation necessary to achieve delivery of the Bonds, including delivery of the Transcript of Proceedings to the Attorney General's Office.

(M) We shall work with the purchaser and the school district to effectuate the closing of the bond issue and the delivery of bond proceeds to the School District.

4. We shall advise the Board of Education and Administration on the investment of bond proceeds that would, in our opinion, allow the School District to benefit the most from the investment of said proceeds (if desired).
5. We shall advise the School District officials as to any pending legislation in the Oklahoma Legislature and the United States Congress which may have an effect upon the School District's proposed and existing indebtedness.



APPENDIX B DISCLOSURE STATEMENT

This Disclosure Statement is provided by BOK Financial Securities, Inc. (“BOKFS”) to the Chickasha School District (the “Issuer”) in connection with the Engagement Letter (the “Letter”) and is dated as of the same date as the Letter.

Part A - Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interests, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Accordingly, BOKFS makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services, together with explanations of how BOKFS addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, BOKFS mitigates such conflicts through its adherence to its fiduciary duty to Issuer, which includes a duty of loyalty. This duty of loyalty obligates BOKFS to deal honestly and with the utmost good faith with Issuer and to act in Issuer’s best interests without regard to BOKFS’s financial or other interests. Furthermore, because BOKFS is a broker-dealer, its financial advisory supervisory structure provides strong safeguards against individuals at BOKFS potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Affiliate Conflict. Any affiliate of BOKFS (the “Affiliate”) may provide certain advice, services and/or products to Issuer that may be directly related to BOKFS’s activities. The Affiliate’s business with Issuer could create an incentive for BOKFS to recommend to Issuer a course of action designed to increase the level of Issuer’s business activities with the Affiliate or to recommend against a course of action that would reduce or eliminate Issuer’s business activities with the Affiliate. This potential conflict is mitigated by the fact that Affiliate is subject to comprehensive regulatory review.

Compensation-Based Conflicts. If the fees due under the Engagement Letter are in a fixed amount established at the outset of the Engagement Letter. The amount is usually based upon an analysis by Issuer and BOKFS of, among other things, the expected duration and complexity of the transaction and the Scope of Services. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, BOKFS may suffer a loss. Thus, BOKFS may recommend less time-consuming alternatives. This conflict of interest is mitigated by the general mitigations described above.

Other Financial Advisor or Underwriting Relationships. BOKFS serves a wide variety of other clients that may have interests that could have an impact on Issuer’s interests. For example, BOKFS serves as financial advisor to other financial advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Issuer under this Engagement Letter. These other clients may have competing interests. BOKFS could face a conflict of interest arising from these competing client interests. None of these other engagements or relationships would impair BOKFS’s ability to fulfill its regulatory duties to Issuer.

Municipal Activities with Other Issuer Financing Team Members. In the normal course of business, BOKFS may engage in municipal trading and underwriting activities with other members of the Issuer’s financing team, including but not limited to, bond counsel, underwriter’s counsel and bond underwriters. This may include BOKFS serving as a bond underwriter for a municipal issuer in which the Issuer’s bond counsel is serving as BOKFS’s counsel, an Issuer’s underwriter is serving as a municipal advisor and/or Issuer’s underwriter is serving as an underwriting syndicate member with BOKFS. Such a



situation could present a conflict as BOKFS and members of its financing team jointly participate, from time to time, in other municipal security transactions for compensation. None of these other engagements or relationships would impair BOKFS's ability to fulfill its regulatory duties to the Issuer and the potential conflicts of interest are mitigated as BOKFS relies upon the issuer to select its other financing team members, including bond counsel and bond underwriters.

Broker-Dealer and Investment Advisory Business. BOKFS is a broker-dealer and investment advisory firm that engages in a broad range of securities-related activities, in addition to serving as a financial advisor or underwriter. Such securities-related activities may be undertaken on behalf of, or as counterparty to, Issuer, Issuer's personnel, and current or potential investors in Issuer's securities. These other clients may have interests in conflict with Issuer's interests and the interests of such other clients could create the incentive for BOKFS to make recommendations to Issuer that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from BOKFS effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of BOKFS that operate independently from BOKFS's financial advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by BOKFS to Issuer.

Secondary Market Transactions in Issuer's Securities. BOKFS may take a principal position in securities, including Issuer's securities, and therefore BOKFS could have interests in conflict with Issuer with respect to the value of Issuer's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, BOKFS or its affiliates may submit orders for and acquire Issuer's securities issued in an Issue under the Engagement Letter from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Issuer in that it could create the incentive for BOKFS to make recommendations to Issuer that could result in more advantageous pricing of Issuer's securities in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of BOKFS that operate independently from BOKFS's financial advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by BOKFS to Issuer.

Related Disclosure Relevant to Client. While we do not believe that the following creates a conflict of interest on the part of BOKFS, we note that BOKFS has made charitable contributions to support community events. Client may wish to consider any impact such contribution may have on how it conducts its activities with BOKFS.

Payment to or from Third Parties. While we do not believe the following creates a conflict of interest on the part of BOKFS, we note that BOKF NA, an affiliate of BOKFS, has entered into an Independent Contract Agreement ("Agreement") with Dr. Joe Siano to provide consulting services related to bond election planning and community relations for Oklahoma school districts. Dr. Siano is also employed by the Oklahoma State School Boards Association with a focus on state education policy development. The District may wish to consider any impact the Agreement or Dr. Siano's employment may or may not have on the way BOKFS conducts its activities with the District.

Part B - Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to the client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, BOKFS sets out below required disclosures and related information in connection with such disclosures.



Material Legal or Disciplinary Event. Other than the disclosures summarized below, which may be material to the Issuer's evaluation of BOKFS or the integrity of BOKFS's management or advisory personnel there are no legal or disciplinary events that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

January 10, 2012 – A regulatory action against BOKFS by FINRA was resolved via an Acceptance, Waiver & Consent. The allegation was related to “fair and reasonable” pricing of principal transactions.

October 21, 2015 – A regulatory action against BOKFS by FINRA was resolved via an Acceptance, Waiver & Consent. The allegations were related to “fair and reasonable” pricing of corporate bond transactions.

June 18, 2015 – An order was issued against BOKFS by the U.S. Securities and Exchange Commission. The allegation was related to the due diligence conducted by the firm to establish a reasonable basis that certain material representations made by issuers in official statements connected with the offerings were accurate. The violations were self-reported by BOKFS pursuant to the SEC's Municipalities Continuing Disclosure Cooperation (“MCDC”) Initiative.

March 11, 2019 – An order was issued against BOKFS by the U.S. Securities and Exchange Commission. The allegations were related to inadequate disclosure language in the firm's ADV brochures regarding the selection of mutual fund share classes that contain 12b-1 fees when share classes that did not contain 12b-1 fees were potentially available. The violations were self-reported by BOKFS pursuant to the SEC's Share Class Selection Disclosure (“SCSD”) Initiative.

Details of the events disclosed above can be found in the firm's Form MA available through the SEC's EDGAR Filing System

(<https://www.sec.gov/edgar/searchedgar/companysearch.html>). Search for “BOK Financial Securities, Inc.” to view the firm's most recent Form MA filing.

Future Supplemental Disclosures. As required by MSRB Rule G-42, this Section may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest, or to provide updated information with regard to any legal or disciplinary events of BOKFS. BOKFS will provide Issuer with any such supplement or amendment as it becomes available throughout the term of the Engagement Letter.

Part C - Disclosures of Information Related to MSRB Rule G-10

MSRB Rule G-10 requires disclosure of the following:

1. BOK Financial Securities, Inc. (“BOKFS”) is registered with the Securities Exchange Commission (“SEC”) and the MSRB.
2. The MSRB's website address is www.msrb.org.
3. The MSRB's “Information for Municipal Advisory Clients” brochure describes the protections that may be provided by the MSRB and how to file a complaint with the appropriate regulatory authority. That brochure can be found at the following web address:

<http://www.msrb.org/~media/files/resources/msrb-ma-clients-brochure.ashx?>

PURPOSE OF ACCOUNT
2020-2021

Account Name Special Olympics and Special Education Activities

Purpose of Account To help defray the cost of Special Olympics and to raise money for Special Education.

Revenue Donation's; revenue from all fundraisers; dues; field trips; registration/entry and admission fees

List Fund Raisers Fundraisers will be on-going all year long
you must list specific fund raisers ex: Candy Sales

<u>Popcorn Sales</u>	<u>Candy sales</u>	<u>Cookie sales</u>
<u>T-shirt Sales</u>	<u>Baked Potato Sales</u>	<u>Walk-A-Thon</u>
_____	_____	_____
_____	_____	_____

Expenses Registration/admission and entry fees, all expenses for Special Olympics (including meals, tolls, uniforms, equipment, and hotel accomodations etc.), expenses for all fundraisers, other expenses related to the operations of Special education activities, reimbursements to sponsors, faculty, students and/or parents and all expenses for field trips. Purchasing food and supplies for cooking with students.

Activity Fund Use Only

Custodian's Signature

Date Approved

Board President's Signature

Date Approved

PURPOSE OF ACCOUNT FORM

SCHOOL YEAR 2020/21

ACCOUNT NAME: Johnson O'Malley Program or Title VI Indian Education

PURPOSE OF ACCOUNT: The purpose of this account is to accumulate and expend revenues collected for the enhancement of the Johnson O'Malley Program.

REVENUE: Fundraisers, donations

LIST FUNDRAISERS: (you must list specific fundraiser i.e. candy)

Catalog Sales	School Fairs/Carnivals	Auctions
School Store	Dinners	Candy sales
Recycling	Garage Sales	Fun Run
Donations	Sucker Sales	T-shirt sales

EXPENSES: Fundraiser expenses, student activity expenses, community service project expenses, miscellaneous expenses, buses/drivers, reimbursement of various employee's pay, donations, incentives, other expenses related to the operations of JOM or Title VI Indian Education.

ACTIVITY FUND USE ONLY



CUSTODIAN'S SIGNATURE

7/13/2020
DATE

BOARD PRESIDENT

DATE APPROVED

PURPOSE OF ACCOUNT 2020-2021

r

Account Name ATHLETICS (SECONDARY ACTIVITIES)

Purpose of Account TO PROVIDE FOR THE ACTIVITIES OF THE ATHLETIC DEPT.

Revenue TICKET SALES, CONCESSIONS, DONATIONS, DISCOUNT CARDS,
PROMOTIONAL ITEM/SALES, PRIORITY SEATING, FUNDRAISING,
ATHLETIC PASSES

List Fund Raisers AUCTIONS BAKE SALES CAR WASHES
you must list specific fund ATHLETIC PASSES DISCOUNT CARDS
raisers ex: Candy Sales SPECIALTY FOODS BENEFIT EVENT/GAMES
APPAREL SALES (HATS, SHIRTS,BAGS ETC..)

Expenses EXPENSES OF SALES AND/OR FUNDRAISERS WHICH WILL
BENEFIT THIS ACCOUNT, EQUIPMENT, GENERAL SUPPLIES, UNIFORMS,
PAY WORKERS OF ATHLETIC EVENTS, OFFICIALS/TRAINER FEES
AND EXPENSES OF THE OPERATION OF THE ATHLETIC DEPT.

Activity Fund Use Only

Custodian's Signature

Date Approved

Board President's Signature

Date Approved

PURPOSE OF ACCOUNT 2020-2021

Account Name HS OFFICE
SUB ACCOUNTS: HS Office, Vehicle Registration, Picture Vending

Purpose of Account Accumulate/expand all revenues that were not raised for the benefit of a
specific accounts. To track income received from the use by a
contractor of district property. Repair and better parking lots, re-
wards, parking passes, parking signs. Supplies for staff & students

Revenue AP Tests, donations, rebates, fundraisers, vending
vending machine commissions, student photo commissions; profits
Donations (for coffee, instructional and office supplies

List Fund Raisers <i>you must list specific fund raisers ex: Candy Sales</i>	<u>T-shirt sales</u>	<u>Recycling fundraiser</u>	<u>Parking Space Auction</u>
	<u>Catalog Sales</u>	<u>Student games</u>	<u></u>
	<u>Hat Days</u>	<u>Concerts</u>	<u></u>
	<u>Dance</u>	<u>Parking Permits</u>	<u></u>

Expenses Plaques and flags, food and refreshments/supplies for faculty
meetings and other events; fundraisers, supplies for teaching/
classroom materials and office supplies, furniture, appliances,
printer ink, printers, video equipment and all essential to their use.
Student food, awards, student plaques. May include banquets &
celebratory activities; coffee; parking permit stickers, signs.

Activity Fund Use Only

Custodian's Signature

Date Approved

Board President's Signature

Date Approved

Account Name ELECTIVES
SUB ACCOUNTS: Art, Band, Drama, Yearbook, Vocal Music, Library

Purpose of Account To provide activities, and expenses for Art Club, Bands grades 6-12,
Drama Club, the Competitive Speech Team, Theatre Department,
Vocal Music Programs, Library, Pay expenses of for High School
Yearbook.

Revenue Lab fees, fundraisers, donations, entry & registration fees, camps
admission fees, field trips, supplies, tshirts, prize awards, rental fees
pictures, dinner theater, brochures, shoes, book fines, sales,
commissions, refunds.

List Fund Raisers <i>you must list specific fund</i> <i>raisers ex: Candy Sales</i>	<u>Catalog Sales</u>	<u>Drink Sales</u>	<u>Concerts</u>
	<u>T-Shirts</u>	<u>Raffle</u>	<u>Shows</u>
	<u>Art Work</u>	<u>Seasonal Items</u>	<u>Senior Dedication Pag</u>
	<u>Food Sales</u>	<u>Car Washes</u>	<u>Picture Commissions</u>

Expenses Reimbursements for returning lost books, replacing books, supplies
refreshments for faculty & students, etc. Subscriptions and
memberships, fundraisers, field trips, gifts for faculty & students,
prize awards for students. Postage, entry fees, tr workshops, camps
awards, Advertisement, Senior scholarships; uniforms, music, meals
photography equipment, dues.

Activity Fund Use Only

Custodian's Signature

Date Approved

Board President's Signature

Date Approved

Account Name CLASSES
SUB ACCOUNTS: Freshman, Sophomore, Juniors, Senior Class

Purpose of Account To provide activities for the classes

Revenue Dues, donations, pictures, fundraisers, reimbursements & refunds,
t-shirts, field trips, admission registration, prom, banquets, picnic

List Fund Raisers <i>you must list specific fund raisers ex: Candy Sales</i>	<u>Candy/Food Sales</u>	<u>Brochure Sales</u>	<u>Tournaments</u>
	<u>T-shirt</u>	<u>Dinners</u>	<u>Hat Day</u>
	<u>Car washes</u>	<u>Car Washes</u>	_____
	<u>Souvenir</u>	<u>Dances</u>	_____

Expenses Expenses for fundraisers, homecoming decorations and activities,
prom. Locker and float decorations, donations, expencies for
activities, gifts for faculty & students. Food, field trips, Prom,
Senior Picnic, reimbursement, t-shirts, class dues, Senior banquet

Activity Fund Use Only

Custodian's Signature

Date Approved

Board President's Signature

Date Approved

Account Name

CLUBS

SUB ACCOUNTS: Key Club, Jr Optimist, National Honor Society, JOM
Academics, Student Council

Purpose of Account

To provide for club expenditures, dues, registration fees and service
projects.

Revenue

Dues, fundraisers, donations, t-shirt sales. Entry fees, travel
expenses, contests, reimbursements and refunds, field trips.

Prizes and awards

List Fund Raisers

*you must list specific fund
raisers ex: Candy Sales*

Candy/Food sales

Food Pantry

Tournaments

Penny Wars

Ping Pong Ball Roll

Penny Drive

Battle of the Bands

Donations

Catalog Sales

Recycling

T-shirts

Car Wash

Expenses

Dues, registration fees, donations, fundraisers, food pantry, supplies
food. Gifts for faculty & students, reimbursements, field trips,
ceremony supplies, trophies and awards, supplies, travel expenses,
homecoming events, postage, advertising, yearbook page, food drive,

Activity Fund Use Only

Custodian's Signature

Date Approved

Board President's Signature

Date Approved

Account Name

CMS OFFICE
 Counselor's, Picture Vending

Purpose of Account

To accumulate and expend all expenses which are not raised for
 CMS student benefit in specific sanctioned activities, to assist in any
 way to the well-being of any student .

Revenue

Picture proceeds, vending machines, tuitions, donations,
 concessions, fundraisers.

List Fund Raisers

*you must list specific fund
 raisers ex: Candy Sales*

<u>Brochure sales</u>	<u>Apparel</u>	<u>Donations</u>
<u>License Plates</u>	<u>Hat sales</u>	<u>Healthy snacks</u>
<u>Parking signs</u>	<u>Book sales</u>	<u>Student Pictures</u>
<u>Vending machines</u>	<u>Candles</u>	<u>Silent Auction</u>
<u>Data-Match sales</u>	<u>Cooking mix sales</u>	

Expenses

Classroom/office programs & equipment, supplies for activities, student
 clothing & food, assembly speakers/expenses, apparel, resource
 materials, registrations staff/students, lodging/meals staff/student,
 memberships, seminars, awards, dues, office supplies, security for
 events, buses/drivers, reimbursement of employee's pay,
 food/drink for the well-being and health of staff/students, dances,
 subscriptions, judges, dues, Marquee upkeep.

Activity Fund Use Only

Custodian's Signature

Date Approved

Board President's Signature

Date Approved

Account Name

CMS CLUBS

NJHS, Academic Programs, Enrichment Programs, Science, FCCLA, Choir, and AT/AE

Purpose of Account

To enrich learning through academic learning, service projects, field trips, to provide financial assistance for conventions, and expenses for awards and supplies such as pins, plaques and additional medals for competitions such as Science Fair, Academic Competitions, and any other type of competition. To provided for FCCLA and AT/AE (VICA) club expenditures, dues and registrations, class project expenses and service project expenses.

To provide supplies and equipment for CMS Choir

Revenue

Fundraisers, entry fees, admission fees, dues, science fair supplies, donations, class project sales, various choir expenses, uniforms, and auditions, This includes carpentry, concrete, construction and welding.

List Fund Raisers

you must list specific fund raisers ex: Candy Sales

Pizza Sales

Apparel

Recycling

Brochure Sales

License Plate Sales

Flower Sales

Faculty/Staff Competitions

Healthy Snack Sales

Concessions

Lanyard Sales

Donations

Music CD/DVD Sales

Dinner Theater

Singing Valentines

Concerts/Musicals

Expenses

Entry fees, testing materials, supplies and equipment for classroom, auditorium, videos, trip expenses (hotel/motel, registrations, food, etc.), buses/drivers, reimbursement for various employee pay, concessions for competition, speakers and expenses, reference materials, awards, expenses for service projects, Science Fair expenses, videos, NJHS expenses, music, entry fees, supplies for recording, fundraiser expenses, concert/musical expenses National, State and Local dues, FCCLA convention and cluster/district meetings, service projects, training, awards, food, equipment (tools etc.). memberships, classroom projects, uniforms, and donations.

Activity Fund Use Only

Custodian's Signature

Date Approved

Board President's Signature

Date Approved

Account Name CMS Media Center
Library, Journalism

Purpose of Account To provide a yearbook for CMS staff/students, supplies and equipment for CMS Library. Book replacement and repair expenses. donations

Revenue Fundraising for yearbook and needed supplies. Fundraising for various library expenses, fines on late library books, lost book repayment.

List Fund Raisers
you must list specific fund
raisers ex: Candy Sales

Brochure Sales			
Car Wash			
Yearbooks			
donations			
Ad/message sales			

Expenses Equipment/maintenance necessary for use in the classroom/library auditorium and elsewhere, travel/room/board expenses for staff and students, fundraiser expenses, awards, expenses, buses/drivers, reimbursement for various employee pay, yearbook/photography printing, field trips, and donations.

Activity Fund Use Only

Custodian's Signature

Date Approved

Board President's Signature

Date Approved

PURPOSE OF ACCOUNT 2020-2021

Account Name Grand Office

Purpose of Account To accumulate and expend revenues collected for the enhancement of instructional services and enrichment of the educational program.

Revenue Expenses/Admissions for field trips proceeds from fundraisers, donations, money from picture sales, and any other undesignated venues.

List Fund Raisers Yearbooks Snack/Soda Machine Concession Sales
you must list specific fund Music Recorders PencilMachine Parents' Night Out
raisers ex: Candy Sales Homeland Support Brochure Sales Winter Art Show
Carnival Recycling Agenda Sales
T-Shirt Sales/Misc. PTO Snack Sales Fall/Spr/Group Picture Sales
Yearbook Sales Santa Picture Sales Silent Auction

Expenses Teaching/Classroom Supplies, instructional materials & publications, refreshment/food items for staff, positive incentive items for students & staff, technology supplies & expenses. PE equipment, contract labor, reimbursement of salaries, substitute pay, expenses related to the operation of the building & grounds, marquee expenses, field trip expenses- including bus driver & fuel reimbursement, various supplies for needy students, miscellaneous expenses for students & staff, bereavement/illness (flowers, cards, food, etc.), playground equipment & anything needed for the safety of our students.

Activity Fund Use Only

Custodian's Signature

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PURPOSE OF ACCOUNT 2020-2021

Account Name Grand Clubs

Purpose of Account To provide for activities of the Robotic Group & any related events &/or activities. To accumulate & spend revenues collected by the Grand Spirit Squad, & enhancement of instructional services & programs.

Revenue SchoolStore.com, Robotic -dues, fundraisers, reimbursements & refunds, prizes, summer camp tuition, member contributions, & grants. Spirit Squad- payment of monthly participation fee & donations.

List Fund Raisers <i>you must list specific fund raisers ex: Candy Sales</i>	<u>SchoolStore.com</u>	<u>Coupon Sales</u>	<u>T-shirt/Sweatshirt Sales</u>
	<u>Junior Camps</u>	<u>CHS Attire</u>	<u>Brochure Sales</u>
	<u>Car Wash</u>	<u>Silent Auction</u>	<u>Yard Work Days</u>
	<u>Raffles</u>	<u>Novelty Sales</u>	<u>Golf Tournament</u>
	<u>Pecan Sales</u>	<u>Labor Auction</u>	<u>Bake Sale</u>
	<u>Cutlery Sales</u>	<u>Vinyl Decals</u>	<u>Hot Cocoa & Cookie Sales</u>
	<u>Movie Ticket</u>	<u>Team Yard Sale</u>	<u>Rustic Cuff Bracelet Sales</u>
	<u>Robotics Camp</u>	<u>Donations</u>	<u>Spirit Squad Tuition</u>

Expenses Teaching/Classroom Supplies; instructional materials & publications; refreshment/food items for staff; positive incentive items for students & staff; Grand Ave classroom needs; AR & end of the year parties; t-shirt for each cheer girl; Christmas craft items for cheer girls; cheer uniforms; weekly snack for cheer girls; salaries for cheer teachers, helpers, & choreographers; playground equipment & anything needed for the safety of our students. Robotic competition event expenses- lodging, meals, & travel to/from competitions; presentations & fundraising events, reimbursements; publicity expenses- tools, materials, software, hardware technology & equipment for Robotic & other building activities; office & computer supplies for keeping, maintaining & producing robotic-related materials; postage & mailing expenses; workshop &/or conference fees; substitute teacher fees for teacher-related-attended robotic events; summer camp expenses; reimburse General Fund for salaries; homecoming decorations & activities; party decorations, food & supplies; uniforms & related attire.

Activity Fund Use Only

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PURPOSE OF ACCOUNT
SCHOOL YEAR 2020-2021

ACCOUNT NAME: GRAND SCHOOL DAYCARE - # 825

PURPOSE OF ACCOUNT: The purpose of this account is to accumulate and expend revenues collected for the **successful** operation of an after-school hour daycare/summer university at Grand Elementary. The revenues collected will also be used for the improvement of instructional services and enrichment of the educational process for the children who attend Grand Elementary.

REVENUE: Interest earned on school activity monies regarding this account, revenue incurred in the operation of an after-school daycare/summer university.

LIST FUNDRAISERS: (you must list specific fundraiser) **Concessions**

Grand After-School Daycare/Summer University

Expenses: Any and all expenses incurred in the operation of an after-school daycare/summer university program including snacks, salaries, art supplies, teaching supplies, contract labor, substitute pay, expenses related to the maintenance and operation of an after-school daycare/summer university, buses/drivers, daycare field trips. The revenues collected will also be used for the improvement of instructional services and enrichment of the educational process for the children who attend Grand Elementary such as teaching supplies, materials and publications, office supplies, clerical mailings, food and drink items for staff meetings, printer cartridges, accelerated reader incentives for students, books for library, PE equipment, marquee, resource materials, expenses related to technology in the classroom, and re-imburement to the General Fund for daycare director and teacher salaries. The revenues will also be used to improve the operation/appearance of the building and grounds including playground equipment and anything needed for the safety of our students.

FOR ACTIVITY OFFICE USE ONLY

CUSTODIAN'S SIGNATURE

DATE

BOARD PRESIDENT

DATE APPROVED

PURPOSE OF ACCOUNT
SCHOOL YEAR 2020-2021

ACCOUNT NAME: GRAND SCHOOL LIBRARY ACTIVITY ACCOUNT - # 826

PURPOSE OF ACCOUNT: The purpose of this account is to purchase equipment (ex. VCR/DVD/BLU-RAY players, televisions, overheads, ELMO projectors, smart boards, etc.), supplies, repairs, supplemental material, rewards, prizes, books, and other needs for the library that are not covered in the General Fund budget.

REVENUE: Book Fairs, lost or damaged book fines, donations, and grants.

LIST FUNDRAISERS: (you may list specific fundraiser i.e. candy, etc.)

Scholastic Book Fair

EXPENSES: Purchase supplies for the library, equipment, supplemental material such as trade books (non-text books), book repairs, rewards for students, prizes, and other needs for the library that are not covered in the General Fund budget.

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PURPOSE OF ACCOUNT
2020-2021

Account Name Transportation/Maintenance

Purpose of Account Pay for flowers, cards, gifts, miscellaneous parts, supplies, reimbursements, refunds, entry, admission, registration fees, printing and refreshments

Revenue Donations, vending machines commissions, entry fee, and recycled materials

List Fund Raisers
you must list specific fund
raisers ex: Candy Sales

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Expenses Any and all expenses for flowers, cards, miscellaneous parts, supplies, reimbursements, refunds, entry and registration fees, and printing costs.

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PURPOSE OF ACCOUNT
2020-2021

Account Name Nurse Fund

Purpose of Account To provide student with various personal supplies

Revenue
Donations

List Fund Raisers
you must list specific fund
raisers ex: Candy Sales

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Expenses Personal Supplies for students

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Date Approved

Board President's Signature

Date Approved

Chickash Public Schools

Exhibit A

August 10, 2020

2020-21 Certified Temporary Hire(s)

CMS	Position	Effective Date
Jessica Myers	Spec Ed Teacher	8/13/20

2020-21 Emergency Certified Hire(s)

High School	Position	Effective Date
Miranda Molder	Science Teacher	8/13/20
Jessica Penner	Math Teacher	8/13/20
Eric Golightly Jr.	Math Teacher	8/13/20

2020-21 Certified Resignation(s)

CMS	Position	Effective Date
Alicia Spain	Spec Ed Teacher	7/2020
CHS	Position	Effective Date
Jerry Bates II	Math Teacher	7/13/20

2020-2021 Certified Retirement(s)

Bill Wallace	Position	Effective Date
Vicki Boiles	Kindergarten Teacher	8/20/20

2020-21 Certified Transfers/Re-assignments/Workday Adjustments

Bill Wallace	Position	Effective Date
Lisa Youngblood	From: Spec Ed Teacher at BW To: Spec Ed Teacher at Grand	8/13/20
Transportation	Position	Effective Date
Janet Dunavant	From: Maintenance Secretary To: Administrative Assistant	7/1/20
Central Kitchen	Position	Effective Date
Kimberly Radford	From: Dept. Head To: Leader Assistant	8/19/20

2020-21 Certified Extra Duty

CMS	Position	Effective Date
Carol Craven	Instructional/Graduation Coach 1/7 periods	8/13/20
Greg Gibson	Instructional/Graduation Coach 1/7 periods	8/13/20
Jack Hankins	HS Video Stipend	8/13/20
Wade Whatley	HS Video Stipend	8/13/20
Carol Craven	HS Video Stipend	8/13/20

2020-21 Certified Extra Duty Resignation(s)

CHS	Position	Effective Date
Jerry Bates II	Softball Coach	7/2/20

2020-21 Support Retirements

Grand	Position	Effective Date
Sandra Crowder	Library Assistant	5/15/20

2020-21 Support Resignation(s)

Transportation	Position	Effective Date
Jay Elliott	Bus Driver	7/6/20
CHS	Position	Effective Date
Misty Joyner	Para II	5/15/20

2020-21 Coaching Hires Fall/Winter

CHS Football	Position	Effective Date
Wade Whatley	Offensive Coordinator	8/13/20
Joe Molder	Defensive Coordinator	8/13/20
Chase Rodgers	HS Assistant Coach	8/13/20
Chase Johnson	HS Assistant Coach	8/13/20
Zach Josey	HS Assistant Coach	8/13/20
Jerry Ray Osborn	HS Assistant Coach	8/13/20
Joe Molder	HS Spring Coordinator	8/13/20
CMS Football	Position	Effective Date
Wade Whatley	7th Head Coach	8/13/20
Chase Rodgers	7th Assistant Coach	8/13/20
Chase Johnson	7th Assistant	8/13/20
Zach Josey	8th Head Coach	8/13/20
Jerry Ray Osborn	8th Assistant Coach	8/13/20
Shane Richardson	8th Assistant Coach	8/13/20
Chad Randle	8th Assistant Coach	8/13/20
Joe Molder	9th Head Coach Coach	8/13/20
Chase Rodgers	9th Assistant Coach	8/13/20
Chase Johnson	9th Assistant Coach	8/13/20
CHS Basketball	Position	Effective Date
Shane Richardson	HS Assistant Boys	8/13/20
EJ Golightly	HS Assistant Boys	8/13/20
Jessica Penner	HS Assistant Girls	8/13/20
Chase Rodgers	HS Assistant Girls	8/13/20
CMS Basketball	Position	Effective Date
Jerry Ray Osborn	7th Head Coach Boys	8/13/20
Shane Richardson	8th Head Coach Boys	8/13/20
Jack Hankins	9th Head Coach Boys	8/13/20
Jessica Penner	7th Head Coach Girls	8/13/20
Chase Rodgers	8th Head Coach Girls	8/13/20
Carol Craven	9th Head Coach Girls	8/13/20

2020-21 Lay Coach Hire(s)

Athletics	Position	Effective Date
Marco Fisher	CMS - Asst. Softball/Basketball Coach	8/13/20
Stacy Knight	HS - Asst. Wrestling Coach	8/13/20
Chris Peschl	9th Asst. Coach Football/ 7th Asst. Football Coach	8/13/20
Jacob Kennedy	HS Assistant Boys and Girls Coach	8/13/20
Mallory Karns	CMS - Pom Head Coach	8/13/20