



STILLWATER BOARD OF EDUCATION
Tuesday, September 10, 2024

6:30 PM Regular Meeting
Stillwater Public Schools Administration Building
314 S. Lewis
Stillwater, OK 74074

1. CALL TO ORDER AND ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. COMMUNICATIONS/PUBLIC INTEREST
 - A. Recognitions
 1. Student Council and Senior Class (STUCO)
 2. Stillwater High School Violinist Stephan Zhang
 3. Stillwater Public Schools Agricultural Education Instructors: Robby Branscum, Tanner Nipper, and Bailey Klierer
 - B. Superintendent's Report
 - C. Superintendent's Data Update
 - D. Board Communication
 - E. Public Comments - *Patrons who wish to address the Board of Education shall be required to submit form BED-E prior to the start of the meeting*
4. CONSENT AGENDA (Action)

All of the following items, which concern reports and items of a routine nature normally approved at a board meeting, will be approved by one board 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. Approval of the July 26, 2024 Special Meeting Minutes
 - B. Approval of the August 13, 2024 Special Meeting Minutes
 - C. Approval of the August 13, 2024 Regular Meeting Minutes
 - D. Annual Activity Account Fund Planning and Approval Packages
 - E. Approval of the Transfer and Summary of Activity Account Funds (Finance)
 - F. Encumbrances and Accounts Payable (approval of encumbrance numbers as listed): (Finance)

2024-2025 General Fund Encumbrances # 20250577-20250585; 20250588-20250593;

202500597-20250603; 20250606; 20250608-20250618; 202500633-20250644; 20250647;
20250651-20250652; 20250656; 20250658-20250660; 20250663-20250664; 20250666-
20250675; 20250677-20250678; 20250680-20250683; 20250687-20250689; 20250691;
20250693-20250695; 20250698; 20250702-20250705; 20250707-20250712; 20250714-
20250718; 20250720-20250722; 20250724-20250735; 20250737-20250742; 20250744;
20250747-20250748; 20250750-20250753; 20250755 **Totaling: \$905,965.21**

**2024-2025 Building Fund Encumbrances # 20250594; 20250601; 20250619; 20250661;
20250676; 20250679; 20250697; 20250723 Totaling: \$47,596.21**

**2024-2025 Child Nutrition Fund Encumbrances # 20250645-20250646; 20250654;
20250686; 20250692; 20250706; 20250756-20250760 Totaling: \$8,329.68**

2024-2025 Bond 31 Fund Encumbrances # 20250655 Totaling: \$5,033.65

**2024-2025 Bond 32 Fund Encumbrances # 20250037; 20250567; 20250576; 20250586-
20250587; 20250604-20250605; 20250607; 20250620-20250631; 20250648-20250650;
20250653; 20250657; 20250662; 20250665; 20250684-20250685; 20250690; 20250696;
20250699-20250701; 20250713; 20250719; 20250736; 20250743; 20250745-20250746;
20250749; 20250754 Totaling: \$396,385.44**

- G. Approval of the following Change Orders:
 - 2024-2025 General Fund (11) Encumbrances #'s: 20250201, 20250464
 - 2024-2025 Bond 32 (2023) Fund Encumbrances #'s: 20250037, 20250567
- H. 2024-2025 Annual Estimate of Needs (Finance)
- I. Supplemental Allocation for FY 23-24 Estimate of Needs (Finance)
- J. Appointment and Bond Authorization for FY 2024-2025 (Finance)
 - 4. Krisite Newby - Board Treasurer
 - 5. Ron McElliott - Assistant Treasurer
- K. Activity Fund Custodian and Bonds for each, Co-signers, Banks and Bank Account Numbers for FY 2024-2025 (Finance)
- L. Resolution Authorizing Kristie Newby, the School District Treasurer to Issue Non-Payable Checks and Authorizing the Purchase of the Checks as Investments from other District Funds. (Finance)
- M. Authorized Representatives and Designated Custodians for FY 2024-2025: (Finance)
 - 6. Designation of Treasurer, Kristie Newby as Purchasing Agent for Stillwater Independent School District and Designated Custodian for General Fund, Building Fund, Child Nutrition Fund, Bond Funds, and Activity Funds
- N. Certificate and Order to the County Clerk and County Treasurer of Payne County, Oklahoma Authorizing Kristie Newby as Stillwater Public Schools Treasurer (Finance)
- O. Approval to Nulify the Alternative Education Cooperating Agreement with Glencoe Public Schools (Ed Services)
- P. Approval of the Memorandum of Understanding for Academic Credit Options with Meridian Technology Center (Ed Services)
- Q. Waive First Reading and Approval of Policies:
 - 7. EHBDBB- Parental Involvement Parent's Bill of Rights
 - 8. EIA-E1- SPS Review of Student Progress
 - 9. EIA-R4- Student Promotion and Retention (Regulation)
- R. Approval of the following contracts for FY 24-25:
 - 10. Amira Learning (K-5 Reading & Characteristics of Dyslexia Screener) (Ed Services)
 - 11. Aveanna Healthcare (Supplemental Staffing Agreement) (Ed Services)
 - 12. Iowa Tribe (Mental Health and Substance Abuse Prevention Services) (Ed Services)
 - 13. NCDET/OU National Center for Disability Education and Training (Secondary and Technology Education Program Agreement) (Ed Services)
 - 14. Oklahoma State Department of Education, Public Consulting Group, and Oklahoma Health Care Authority (School-Based Health Services Program) (Ed Services)
 - 15. Oklahoma State University Department of English(Student Affiliation Agreement) (Ed Services)

16. Oklahoma State University School of Allied Health and Recreation (Athletic Trainer Internship) (Ed Services)
17. Oklahoma State University School of Kinesiology, Applied Health and Recreation (Athletic Trainer Internship) (Ed Services)
18. University of Central Oklahoma (Student Affiliation Agreement) (Ed Services)
19. Wichita State University (Student Affiliation Agreement) (Ed Services)
20. American Fidelity - Section 125 Flexible Benefit Plan (HR)
- S. Approval of the SPS Non-Exclusive Trademark License Agreement: (Communications/Superintendent)
 21. BLoveKampCo
- T. Consider and Vote to Approve Service Order No. 22 for Stillwater Public Schools Sangre Ridge Elementary and Middle School Roof Replacement and Mechanical Equipment Improvements
- U. Consider and Vote to Approve Service Order No. 23 for Stillwater Public Schools High School PAC and Field House Mechanical Equipment Improvements
- V. Consider and Vote to Approve Professional Service Agreement with Gose & Associates
- W. Consider and Vote to Approve Change Order Number 03 for SPS Richmond Elementary HVAC and Roof Improvements and SPS Junior High School HVAC and Roof Improvements projects
- X. Consider and Vote to Approve Lippert Bros., Inc. Potential Change Orders for SPS OES North Building Renovations and SPS OES South Building Renovations Project
- Y. Consider and Vote to Approve Construction Management Services Contract with Lambert Construction Company for the Stillwater Public Schools Hamilton Field House Renovation Project
- Z. Consider and Vote to Approve a Construction Management Services Contract with Lambert Construction Company for the Stillwater Public Schools Stillwater High School City Gym Renovation Project
- AA. Consider and Vote to Approve Willowbrook, Inc. use of Owner Contingency and Allowances for the SPS Bond 2023 HS Phase I Construction Project
- BB. Approval of the USbank Equipment Finance Lease Agreement contract to be signed to include specific serial numbers for each copier in the "Schedule A" addendum
5. BUSINESS/FINANCE
 - A. Consider and Vote to Approve the Treasurer's Report
 - B. Receive Bond Expenditures and Revenues Report
6. EDUCATIONAL SERVICES
 - A. Presentation of the Annual District Academic Performance Data
7. OPERATIONS
 - A. Bond 2023 Update
8. ADJOURNMENT
 - A. Vote to Adjourn (**Action**)

This agenda was posted on the inside of the front door (visible from outside the building) of the Administration Building (314 S. Lewis), and on the School District's website located at www.stillwaterschools.com on September 9, 2024 at 4:00p.m. Notice of this regular meeting was given to the Payne County Clerk prior to December 15, 2023.

STILLWATER BOARD OF EDUCATION



Tawni Hooten, Clerk

THE DIGNITY INDEX

<https://www.dignity.us/>

<https://x.com/i/status/1772292733559844970>

SEPTEMBER DATA PRESENTATION



We are Pioneers!

**BUS DRIVER UPDATE...AS OF
TODAY**

ZERO ROUTES MISSED



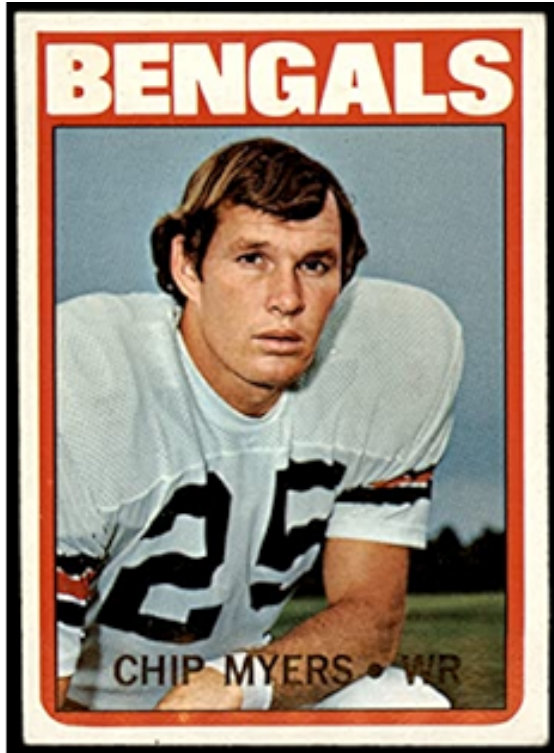
GOOD MORNING CLASS

SUBSTITUTES UPDATE

**WITHIN 48 HRS. OF THE OSU PART TIME JOB FAIR,
SPS HAD 21 NEW APPLICATIONS SUBMITTED.**



CHIP MYERS - FOOTBALL



**GRADUATE OF C. E. DONART
NORTHWESTERN OKLAHOMA ST.
10TH ROUND DRAFT - SF 1967
1967-76 - PLAYER
1983-98 - COACH**

KATIE NORRIS - SOFTBALL



SHS ALUMNI

OKLAHOMA ALL-STATE CATCHER

OU SCHOLARSHIP FOR SOFTBALL

OSU SOFTBALL DIR. OF OPERATIONS

MACY GARDNER - CHEER



SHS ALUMNI
OKLAHOMA ALL-STATE
ARKANSAS SPIRIT SQUAD
CHEERLEADER FOR THE KANSAS CITY CHIEFS

KATE NEELY - VOLLEYBALL



SHS ALUMNI
1ST CLASS TO GO TO STATE
OKLAHOMA ALL-STATE
VOLLEYBALL @ PITTSBURG STATE
MS IN BUSINESS ADMIN FROM KU
CHIEF AUDIT EXECUTIVE @ KU

NOAH GADE - CROSS COUNTRY

SHS ALUMNI

**CC STATE CHAMPS & ALL STATE
GATORADE OKLAHOMA BOYS CC**

RUNNER OF THE YEAR

OSU TRACK & CC SCHOLARSHIP

MARATHON OLYMPIC TRIALS

bachelor's degree - chemical engineering, 2017

master's degree - quantitative financial economics, 2019





Stillwater Public Schools Administration
Building
314 S. Lewis
Stillwater, OK 74074

Minutes of Special Meeting

Friday, July 26, 2024 8:00 AM Central

Attendance Taken at 8:00 AM.

Marshall Baker: Present
Rachel Dillin: Present
Roberta Douglas: Present
Tim Riley: Present
Gay Washington: Present

1. Board of Education Call to Order and Roll Call

President Baker called the meeting to order at 8:00 a.m. Roll call and attendance was taken by Tawni Hooten, Board/Minutes Clerk. All members are present and a quorum of the board is confirmed.

2. Consent Agenda (Action)

All of the following items, which concern reports and items of a routine nature normally approved at a board meeting, will be approved by one board 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:

I move to approve the items listed in the consent agenda as presented. This motion, made by Tim Riley and seconded by Rachel Dillin, Carried. Marshall Baker: Yes, Rachel Dillin: Yes, Roberta Douglas: Yes, Tim Riley: Yes, Gay Washington: Yes

A. Change Orders, Encumbrances and Accounts Payable (approval of encumbrance numbers as listed)(Finance):

2023-2024 Change Orders #20240662; 20241174 totaling \$454.00

2024-2025 General Fund Encumbrances #20250278-20250283; 20250285-20250291;20250310-20250313; 20250315-20250357; 20250364-20250365; 20250367-20250376;20250379-20250381; 20250383; 20250388; 20250390; 20250393; 20250397-

20250398; 20250403-20250413; 20250415; 20250426-20250431; 20250433-20250436; 20250438-20250445; 20250447-20250457; 20250460-20250464 Totaling \$1,526,012.41

2024-2025 Building Fund Encumbrances #20250293; 20250363; 20250432; 20250437; 20250446 Totaling \$141,931.08

2024-2025 Child Nutrition Fund Encumbrances #20250366; 20250391-20250392 Totaling \$5,958.06

2024-2025 Bond 31 Fund Encumbrances #20250314; 20250362;20250387; 20250414; 20250423 Totaling \$1,109,283.02

2024-2025 Bond 32 Fund Encumbrances #20250284; 20250292; 20250294-20250309; 20250358-20250361; 20250377-20250378; 20250382; 20250384-20250386; 20250389; 20250394-20250396; 20250399-20250402; 20250416-20250422; 20250424-20250425; 20250458-20250459 Totaling \$6,073,488.02

2024-2025 Sinking Fund Encumbrances totaling \$-0-

B. Ratify, approve, and confirm for the fiscal year ending June 30, 2025, that certain Sublease Purchase Agreement dates as of June 6, 2024, by and between the Payne County Economic Development Authority, as Lessor, and Independent School District No. 16 of Payne County, State of Oklahoma, as Lessee.

C. Istation FY 24-25 Contract (Reading Screened for Grades K-5) (Ed Services)

3. Proposed Executive Session to Discuss the Following:

- Resignations and Employment Recommendations of those employees listed on attached Exhibit A of the Agenda as authorized by – OKLA. STAT. tit. 25 Section 307(B)(1),
- Negotiations concerning employees and representatives of employee groups – OKLA. STAT. tit 25 Section 307(B)(2), and
- Evaluation of the Superintendent (a routine evaluation session that the Board may conduct monthly) Pursuant to Executive Session Authority – OKLA. STAT. tit. 25 sect 307(B)(1) and (B)(7)

4. Vote to Convene in Executive Session (Action)

I move to convene into Executive Session at 8:14 a.m. This motion, made by Rachel Dillin and seconded by Roberta Douglas, Carried. Marshall Baker: Yes, Rachel Dillin: Yes, Roberta Douglas: Yes, Tim Riley: Yes, Gay Washington: Yes

5. President's Acknowledgement of the Return of the Board to Open Session

President Baker acknowledged the return of the Board to Open Session at 8:30 a.m.

6. Statement of Executive Session Minutes

The following statement was provided by ROBERTA DOUGLAS. The Executive Session convened at 8:14 a.m. During the Executive Session the following people were present: Dr. Marshall Baker, Tim Riley, Rachel Dillin, Roberta Douglas, Dr. Gay Washington, and Dr. Trent Swanson (8:14 am -8:30 am). In the Executive Session, the Board discussed the appointments, resignations, and employment recommendations listed on Exhibit A of the agenda as authorized by OKLA. STAT. tit. 25 Section 307(B)(1), and negotiations concerning employees by OKLA. STAT. tit. 25 Section 307(B)(2). Nothing else was discussed in the Executive Session. No votes were taken in the Executive Session. This will constitute the minutes of the Executive Session.

7. Consider and Vote to Approve Appointments, Resignations and Employment Recommendations Listed on Exhibit A of the Agenda. (Action)

The Board had discussion of the SPS Strategic Planning and Alignment item prior to taking action on item 7.

Motion to approve Resignations and Employment Recommendations Listed on Exhibit A of the Agenda. This motion, made by Gay Washington and seconded by Roberta Douglas, Carried. Marshall Baker: Yes, Rachel Dillin: Yes, Roberta Douglas: Yes, Tim Riley: Yes, Gay Washington: Yes

President Baker called for a ten-minute recess at 10:34 a.m. President Baker acknowledged the return of the recess at 10:44 a.m. From 10:44 a.m. to 12:18 p.m. they continued discussions on the SPS Strategic Planning and Alignment.

8. Discussion of the SPS Strategic Planning and Alignment

Reports were given by the administration team on the following topics.

Operations, Bo Gamble:

- Exceptional and Effective Instructional Spaces
- Communication and Customer Service-
 - (Bus software Implemented, etc.)
 - Groundbreaking event
- Continuous Improvement
- Recruitment and Retention of Staff
- Safety and Security

Ed Services, Janet Vinson

- 24-27 Ed Services and Technology Long Range Plan

Finance, Mike Arnold

- Transparency

- A better understanding of the codes for the finance reports presented to the board each month.
- Adding the finance committee is a great step in awareness towards the goals and progression.
 - The finance committee is still forming, but does include Tim Riley and Gay Washington as committee members.
- Communication and set procedures to help define the processes across the district.
- Opportunity for input

Human Resources, Trent Swanson

- Customer Service Focus
- Recruitment and Retention
 - Alt Certified Teachers (Getting the pathways/road map to get them certified)
 - Job Fairs
 - Benefits (Retention Data by Sites)
 - Frontline Management (Time and Attendance)
- Focus Areas
 - Fill Rate of Positions
 - Substitutes
 - Customer Service
 - Onboarding Process
 - Implementation of Internal Positions
 - Well-being of Employees

Superintendent

- Mission and Goals
 - Staff is responsive and collaborative
 - Cabinet Team
 - Encouraging Conversations
 - Being effective communicators

9. Discussion of Board Goals and Norms

I move to convene in Executive Session at 12:18 p.m. This motion, made by Roberta Douglas and seconded by Tim Riley, Carried. Marshall Baker: Yes, Tim Riley: Yes, Rachel Dillin: Yes, Roberta Douglas: Yes, Gay Washington: Yes

President Baker acknowledged the return of the Board to Open Session at 3:04 p.m.

The following statement was provided by ROBERTA DOUGLAS. The Executive Session convened at 12:18 p.m. During the Executive Session the following people were present: Dr. Marshall Baker, Tim Riley, Rachel Dillin, Roberta Douglas, Dr. Gay Washington, and Uwe Gordon (1:55 pm -3:04 pm). In the Executive Session, the Board discussed the evaluation of the superintendent as authorized by OKLA. STAT. tit. 25 Section 307(B)(1) and (B)(7). Nothing

else was discussed in the Executive Session. No votes were taken in the Executive Session. This will constitute the minutes of the Executive Session.

10. Vote to adjourn (Action)

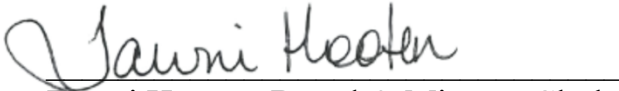
Motion to adjourn at 3:07 p.m. This motion, made by Tim Riley and seconded by Roberta Douglas, Carried. Marshall Baker: Yes, Rachel Dillin: Yes, Roberta Douglas: Yes, Tim Riley: Yes, Gay Washington: Yes

STILLWATER BOARD OF EDUCATION



Dr. Marshall Baker, President

STILLWATER BOARD OF EDUCATION



Tawni Hooten, Board & Minutes Clerk

(SEAL)

These minutes were officially approved by the Stillwater Board of Education on September 10, 2024.



Stillwater Public Schools Administration
Building
314 S. Lewis
Stillwater, OK 74074

Minutes of Special Meeting

Tuesday, August 13, 2024 5:00 PM Central

1. Board of Education Call to Order and Roll Call

The Board of Education of Independent School District No. 16 of Payne County, Oklahoma, met in special session at the Stillwater Public Schools Administration Building, 314 S. Lewis. Board President, MARSHALL BAKER, called the meeting to order at 5:00 p.m. A quorum was present.

2. Consider and Vote to Approve Stillwater Public Schools Administrator's and Principal's Salary Schedules (HR)

I move to the Approve the FY 24-25 Stillwater Public Schools Administrator's and Principals Salary Schedule as presented. This motion, made by Gay Washington and seconded by Roberta Douglas, Carried. Marshall Baker: Yes, Rachel Dillin: Yes, Roberta Douglas: Yes, Tim Riley: Yes, Gay Washington: Yes

3. Consider and Vote to Approve Stillwater Public Schools Support Salary Schedules Exempt from the Stillwater Education Support Professionals Association (SESPA) Agreement (HR)

I move to Approve the FY 24-25 Support Employee Stillwater Salary Schedules Exempt from the Stillwater Education Support Professionals Association (SESPA) agreement. This motion, made by Tim Riley and seconded by Rachel Dillin, Carried. Marshall Baker: Yes, Rachel Dillin: Yes, Roberta Douglas: Yes, Tim Riley: Yes, Gay Washington: Yes

4. Consider and Vote to Approve Stillwater Public Schools Miscellaneous Pay Scale (HR)

I move to Approve the FY 24-25 Stillwater Public Schools Miscellaneous Pay Scale as presented. This motion, made by Rachel Dillin and seconded by Roberta Douglas, Carried. Marshall Baker: Yes, Rachel Dillin: Yes, Roberta Douglas: Yes, Tim Riley: Yes, Gay Washington: Yes

5. Proposed Executive Session to Discuss the Following:

A. Proposed executive session to discuss the employment of those employees listed on attached Exhibit A. 25 O.S. Section 307(B)(1)

B. Negotiations with Employees and Representatives of Employee Groups including Certified and Support Employee Negotiations as Authorized by OKLA. STAT. tit. 25 Section 307 (B)(2) and

C. Evaluation of the Superintendent (a routine evaluation session that the Board may conduct monthly) Pursuant to Executive Session Authority – OKLA. STAT. tit. 25 sect 307(B)(1) and (7)

6. Vote to Convene in Executive Session (Action)

I move to convene into executive session at 5:11 pm. This motion, made by Tim Riley and seconded by Gay Washington, Carried. Marshall Baker: Yes, Rachel Dillin: Yes, Roberta Douglas: Yes, Tim Riley: Yes, Gay Washington: Yes

7. President's Acknowledgment of the Return of the Board to Open Session

President Baker acknowledged the return of the Board to open session at 6:25 p.m.

8. Statement of Executive Session Minutes

The following statement was provided by ROBERTA DOUGLAS. During the Executive Session the following people were present: Dr. Marshall Baker, Tim Riley, Rachel Dillin, Roberta Douglas, Dr. Gay Washington, Dr. Trent Swanson (between 5:11-5:43 p.m.), Mr. Bo Gamble (between 5:43- 6:15 p.m.) and Uwe Gordon. In the Executive Session the Board discussed the appointments, resignations, and employment recommendations listed on Exhibit A of the agenda as authorized by OKLA. STAT. tit. 25 Section 307(B)(1), Negotiations with Employees and Representatives of Employee Groups including Certified and Support Employee Negotiations as Authorized by OKLA. STAT. tit. 25 Section 307(B)(2), and the evaluation of the superintendent as authorized by OKLA. STAT. tit 25 Section 307(B)(1) and (7). Nothing else was discussed in Executive Session. No votes were taken in the Executive Session. This will constitute the minutes of the Executive Session.

9. Consider and Vote to Approve Appointments, Resignations and Employment Recommendations Listed on Exhibit A of the Agenda.

I move to approve the Appointments, Resignations, and Employment Recommendations as presented on Exhibit A of the Agenda. This motion, made by Dr. Gay Washington and seconded by Rachel Dillin, Carried. Marshall Baker: Yes, Tim Riley: Yes Rachel Dillin: Yes, Roberta Douglas: Yes, Gay Washington: Yes

10. Consider and Vote to Approve Negotiated Agreement for FY 24-25 with Stillwater Education Support Professionals Association (SESPA) (HR)

I move to approve the Negotiated Agreement for FY 24-25 with Stillwater Education Support Professionals Association (SESPA) as presented. This motion, made by Roberta Douglas and seconded by Tim Riley, Carried. Marshall Baker: Yes, Tim Riley: Yes Rachel Dillin: Yes, Roberta Douglas: Yes, Gay Washington: Yes

11. Consider and Vote to Approve Master Contract for 2024-2025 with Stillwater Education Association (SEA) (HR)

I move to approve the Master Contract for FY 24-25 with Stillwater Education Association (SEA) as presented. This motion, made by Rachel Dillin and seconded by Roberta Douglas, Carried. Marshall Baker: Yes, Tim Riley: Yes Rachel Dillin: Yes, Roberta Douglas: Yes, Gay Washington: Yes

12. Vote to adjourn (Action)

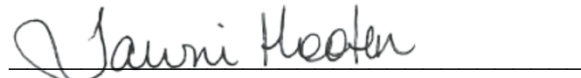
A motion to adjourn at 5:28 p.m. was made by Dr. Gay Washington, and seconded by Rachel Dillin. Carried. Marshall Baker: Yes, Tim Riley: Yes Rachel Dillin: Yes, Roberta Douglas: Yes, Gay Washington: Yes

STILLWATER BOARD OF EDUCATION



Dr. Marshall Baker, President

STILLWATER BOARD OF EDUCATION



Tawni Hooten, Board & Minutes Clerk

(SEAL)

These minutes were officially approved by the Stillwater Board of Education on September 10, 2024.



Stillwater Public Schools Administration
Building
314 S. Lewis
Stillwater, OK 74074

Minutes of General Meeting

Tuesday, August 13, 2024 6:30 PM Central

Attendance Taken at 6:30 PM.

Marshall Baker: Present
Rachel Dillin: Present
Roberta Douglas: Present
Tim Riley: Present
Gay Washington: Present

1. CALL TO ORDER AND ROLL CALL

President Baker called the meeting to order at 6:30 p.m. Board Clerk, Tawni Hooten recorded the attendance of the board. A quorum of the board is established.

President Baker called for a five-minute recess.

President Baker recognized the board back to open session at 6:36 p.m.

2. PLEDGE OF ALLEGIANCE

Meeting participants recited the Pledge of Allegiance to the American Flag.

3. COMMUNICATIONS/PUBLIC INTEREST

A. Recognitions by Mr. Gordon

B. Superintendent's Report

Operations - We just got to experience the groundbreaking work the operations team has been working on. Every faculty and staff member will benefit from the work they have done with air conditioning and roof repair that is still going on. They make us better!

Ed. Services - They have worked hard to create opportunities for staff and faculty to improve learning. Everything from this week's EdCamp, Learn-a-palooza, curriculum training offered

all summer and with great participation. They are also making us better!

Human Resources - They have processed, on boarded and most importantly have welcomed over 200 new faculty and staff members to Stillwater Public Schools. They make us better!

Finance - They have continued to train on the new software and review processes to improve our financial processes. They have also paid our bill which keeps me out of jail. Which all makes us better!

The Principals and Asst. Principals - They have been amazing in getting ready for school to start on Thursday. They have worked so hard to help solve the problems and needs of their faculty and staff. They have all grown their amazing school cultures. Which makes us all better!

And like I said yesterday, a special shout out to the Pre-K teachers and the work they do with the students who have never been in school before. They are amazing with the challenging responsibility.

C. Superintendent's Data Update

Mr. Gordon provided his monthly update.

D. Board Communication

Each board member took some time to express the positive and exciting things happening around the district.

E. Public Comments - Patrons who wish to address the Board of Education shall be required to submit form BED-E prior to the start of the meeting

Stacy Laxton spoke on behalf of the STEM program.

4. CONSENT AGENDA (Action)

All of the following items, which concern reports and items of a routine nature normally approved at a board meeting, will be approved by one board 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:

Item 4C was pulled from the consent agenda, no action was taken on this item.

I move to approve the consent agenda excluding 4C as presented. This motion, made by Tim Riley and seconded by Rachel Dillin carried. Dr. Marshall Baker: Yes, Tim Riley: Yes, Rachel Dillin: Yes, Roberta Douglas: Yes, Gay Washington: Yes

A. July 9, 2024 Special Meeting Minutes

B. July 9, 2024 Regular Meeting Minutes

C. July 26, 2024 Special Meeting Minutes

D. Transfer and Summary of Activity Account Funds - (Finance)

E. Consider and Vote to Approve Willowbrook, Inc. use of Owner Contingency and Allowances for the SPS Bond 2023 HS Phase 1 Construction Project

F. Change Orders, Encumbrances and Accounts Payable (approval of encumbrance numbers as listed)(Finance):

2024-2025 General Fund Encumbrances #20250465-20250469; 20250471; 20250478-20250482; 20250486-20250491; 20250493-20250494; 20250498-20250511; 20250513-20250520; 20250522-20250536; 20250540-20250543; 20250545-20250546; 20250549-20250553; 20250556-20250566; 20250568; 20250570-20250575 Totaling \$199,682.76

2024-2025 Building Fund Encumbrances #20250476-20250477; 20250496-20250497; 20250521; 20250554-20250555; 20250569 Totaling \$3,099.85

2024-2025 Child Nutrition Fund Encumbrances #20250483-20250484; 20250521 Totaling \$2,376.92

2024-2025 Bond 31 Fund Encumbrances #20250470; 20250495 Totaling \$938,517.67

2024-2025 Bond 32 Fund Encumbrances #20250206 (change order); 20250472-20250475; 20250485; 20250492; 20250512; 20250537-20250539; 20250544; 20250547-20250548; 20250567 Totaling \$128,923.47

2024-2025 Sinking Fund Encumbrances totaling \$-0-

G. Activity Fund Packets for FY 24-25 (Finance)

H. Educational Services Contracts FY 24-25 (Finance)

- 1) Agra Public Schools (Alternative Education Cooperative Agreement)
- 2) Carney Public Schools (Alternative Education Cooperative Agreement)
- 3) Coyle Public Schools (Alternative Education Cooperative Agreement)
- 4) Glencoe Public Schools (Alternative Education Cooperative Program)
- 5) Mulhall-Orlando Public Schools (Alternative Education Cooperative Agreement)
- 6) Oklahoma Department of Career Technology Education (Secondary and Technology Education Program Agreement)
- 7) Oklahoma Department of Human Services (Refugee School Impact Funding Agreement)
- 8) Oklahoma Department of Human Services (School-Based Services Agreement)
- 9) Ripley Public Schools (Alternative Education Cooperative Agreement)
- 10) Stillwater Noon Lions Club (Vision Screening Services)
- 11) Viterbo University (Student Intern Affiliation Agreement)
- 12) Western Governors University (Student Teaching Affiliation Agreement)

I. School Nutrition Service Meal Prices for SY 2024-2025 (Finance)

J. SPS Non-Exclusive Trademark License Agreement (Communications/Superintendent)

1. B4-Designs LLC
2. Heaven Hickman AKA That One Girl Designs
3. Justin Reedy Photography

K. Consider and Vote to Approve Professional Service Agreement with Gose & Associates (Operations)

L. Consider and Vote to Approve Memorandum of Understanding with Bortec, LLC (Operations)

M. Waive First Reading and Approval:

1. CN-E1 -Transportation Guidelines
2. EIEC -Release Time Courses (New)
3. FDA -Enrollment Requirements (SPS Policy-Revisions)
4. FDC-RI -Attendance Policy (Regulation) (SPS Policy-Revisions)
5. FE -Student Transfers

N. Consider and Vote to approve District Apps (Superintendent)

O. Consider and Vote to Approve Service Order No.21 for Stillwater Public Schools OES Phase II - Transportation Relocation (Operations)

P. Consider and Vote to Approve Lippert Bros., Inc. Potential Change Orders for SPS OES North Building Renovations and SPS OES South Building Renovations Project. (Operations)

Q. Consider Approval of Vehicle and IT Surplus Equipment (Operations)

R. Adoption of 1080-Hour School Calendar for SY 24-25-(Ed Services)

S. Adoption of the 2024-2025 Professional Development Plan- (Ed Services)

T. Consider, Vote and Approve the 2025-2026 School Calendar (Ed Services)

U. Out-of-State Travel Requests:

1. FFA, traveling to the National FFA Convention in Indianapolis, Indiana October 22-26, 2024.
2. SHS Girls Wrestling, traveling to participate in a girls invitational tournament in Arlington, TX November 20-22, 2024
3. SHS Wrestling, traveling to a prestigious invitational tournament in Stow, OH December 5-8, 2024

V. Contracts for FY 24-25 (Finance)

1. Coca-Cola
2. YMCA Pool Contract

W. Board of Education Member Training Credit Report (Sup)

X. Consider and Vote to Approve Willowbrook, Inc. use of CM Contingency and Allowances for the SPS Bond 2023 HS Phase 1 Construction Project Amendment 1 Early Bid Package (Operations)

5. BUSINESS/FINANCE

A. Consider and Vote to Approve Treasurer's Report

I move to approve the Treasurer's report as of July 31, 2024 as presented. This motion, made by Roberta Douglas and seconded by Tim Riley, Carried. Marshall Baker: Yes, Rachel Dillin: Yes, Roberta Douglas: Yes, Tim Riley: Yes, Gay Washington: Yes

B. Receive Bond Expenditures and Revenues Report

6. OPERATIONS

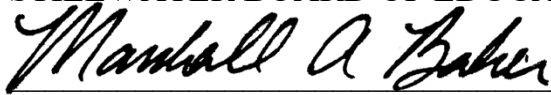
A. Bond 2023 Update

7. ADJOURNMENT

A. Vote to Adjourn (Action)

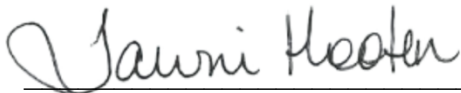
I move to adjourn at 7:32 p.m. This motion, made by Gay Washington and seconded by Rachel Dillin, Carried. Marshall Baker: Yes, Rachel Dillin: Yes, Roberta Douglas: Yes, Tim Riley: Yes, Gay Washington: Yes

STILLWATER BOARD OF EDUCATION



Dr. Marshall Baker, President

STILLWATER BOARD OF EDUCATION



Tawni Hooten, Board & Minutes Clerk

(SEAL)

These minutes were officially approved by the Stillwater Board of Education on September 10, 2024.



STILLWATER PUBLIC SCHOOLS
STILLWATER BOARD OF EDUCATION

PREPARED BY: Kristie Newby, Chief Financial Officer
APPROVED BY: Uwe Gordon, Superintendent
DATE: September 10, 2024

AGENDA ITEM:

Annual Activity Fund Planning and Approval Packages for FY 2024-2025

BOARD ACTION REQUESTED:

Motion to Approve Annual Activity Fund Planning and Approval Packages for FY 2024-2025

BACKGROUND INFORMATION:

Our auditor has stated that the Board of Education, at the beginning of each fiscal year, should approve all Activity Fund Sub-accounts and the purposes for which monies collected can be expended. They have further recommended that this be done in the following manner:

“Written documents should be prepared for each of the District’s Activity Funds on an annual basis.... These documents should outline the appropriate collections and acceptable expenditures for every Activity Fund Subaccount....”

The attached Annual Activity Fund Planning and Approval Package (Policy CFB-E1) provides the purpose of the account, the source(s) of income, and planned expenses. In addition, the package includes a Fund Subaccount Budget for 2023-2024, a Report on the Prior Year Fund Subaccount Budget, and Fundraiser Request for 2023-2024. New account requests are marked as NEW. These are in addition to those approved at previous Board of Education meetings.

**TRANSFER
REQUEST**

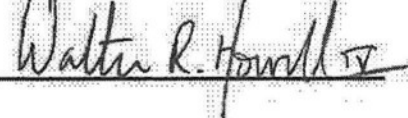
HIGH SCHOOL

Request for Transfer of Funds between Activity Accounts

Date: 08-27-2024 School: High School

Name of Requestor/Sponsor: Krissi Morton

Signature of Requestor/Sponsor: 

Approval of Supervisor/Principal: 

961 - HS Junior Class

962 - HS Senior Class

Move from
Paying Account Name & No

Move to
Receiving Account Name & No

Amount to be transferred: \$ 6,012.01

Reason for Moving funds:

The funds associated with each class (i.e. Soph, Jr, and Sr) move with the students so these students may benefit from the funds they raise. Ordinarily, this would mean that the Jr Class would transfer the full \$8,012.01 to the Sr Class fund. After experiencing the struggle to raise enough money before the prom, the Jr Class of 23-24 decided to leave behind \$2,000 to help offset the rising costs associated with the prom for the upcoming Jr class.

TO BE COMPLETED BY DISTRICT ACTIVITY FUND CLERK

Date Approved by Board of Education: _____

Keep for Audit Records

Stillwater School District 16

DAC: HIGH SCHOOL - ACTIVITY FUND

Budget Control Group Report

Fiscal Year: 2023-2024

Budget Control Group: 705-961-JUNIOR CLASS

Show Account Detail

Show Transaction Detail Show Encumbrance Include Pre Encumbrance

Range Dates:

Page Break on Budget Control Group

FTE Budget Amt YTD Trans Balance Encumbrance Budget Bal.

Account

Control Group: 705-961-JUNIOR CLASS

705-961-JUNIOR CLASS Sub Total:

0.00 - \$9,012.01 \$8,012.01 \$0.00 8,012.01

End of Report

0.00 CA
 8,012.01 +
 2,000.00 -
 6,012.01 *
 TFR

Request for Transfer of Funds between Activity Accounts

Date: 08-27-2024 School: High School

Name of Requestor/Sponsor: Shannon Peters

Signature of Requestor/Sponsor: *Shannon Peters*

Approval of Supervisor/Principal: *Walter R. Howell Jr*

960 - HS Sophomore Class

Move from
Paying Account Name & No

961 - HS Junior Class

Move to
Receiving Account Name & No

Amount to be transferred: \$ 2,123.09

Reason for Moving funds:

The funds associated with each class (i.e. Soph, Jr, and Sr) move with the students so these students may benefit from the funds they raise. The ending balance for the Sophomore Class for 2023-2024 was \$2,123.09.

TO BE COMPLETED BY DISTRICT ACTIVITY FUND CLERK

Date Approved by Board of Education: _____

Keep for Audit Records

Stillwater School District 16

DAC: HIGH SCHOOL - ACTIVITY FUND

Budget Control Group Report

Fiscal Year: 2023-2024

Budget Control Group: 705-960-SOPHOMORE CLASS

Show Account Detail

Show Transaction Detail Show Encumbrance Include Pre Encumbrance

Range Dates: _____

Page Break on Budget Control Group

FTE Budget Amt YTD Trans Balance Encumbrance Budget Bal.

Account 705-960-SOPHOMORE CLASS

705-960-SOPHOMORE CLASS Sub Total

0.00 -\$2,123.09 \$2,123.09 \$0.00 2,123.09

End of Report

Transfer to
JR Class.

**TRANSFER
REQUEST**

JUNIOR HIGH

Request for Transfer of Funds between Activity Accounts

Date: 05/21/24 School: SJHS

Name of Requestor/Sponsor: Emily Christian

Signature of Requestor/Sponsor: *Emily Christian*

Approval of Supervisor/Principal: *[Signature]*

808 - Summer Drivers Ed

805 - Gen. Site

Move from
Paying Account Name & No

Move to
Receiving Account Name & No

Amount to be transferred: \$300.00

Reason for Moving funds:

To transfer funds for account no longer needed to a General Activity fund for use in 24-25.

TO BE COMPLETED BY DISTRICT ACTIVITY FUND CLERK

Date Approved by Board of Education: _____

Keep for Audit Records

BOE / ADMIN

**ACTIVITY FUND
PACKETS**

STILLWATER BOARD OF EDUCATION

CFB-E1

ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account

Reporting School Year: 2024-2025

Sponsor Name: Ron McEllicott

Name of Activity Fund: Clearing/Sweep

Account No: 800

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

PACKET CONTENTS:

FORM	FOUND ON PAGE	INITIAL IF COMPLETE
APPROVAL OF ACCOUNT FORM	PAGE 2	
ACTIVITY FUND SUBACCOUNT BUDGET	PAGE 3	<u>Rum</u>
ACTIVITY FUND FUNDRAISER REQUEST(S) (pg. 4)	PAGE 4	<u>Rum</u>
REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	

*This is the form found on page 2, but should be the plan submitted the prior year updated with last year's actual revenues, expenditures, and ending cash balance.

Adoption Date: February 21, 2012

Revision Date(s): 9/10/19

Page 1 of 4

ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 7/30/24 SITE: BOE/FINANCE

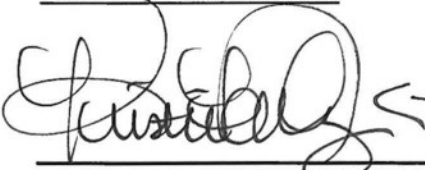
ACCOUNT NAME: Clearing/Sweep

PURPOSE
A place to put misc deposits

SOURCE(S) OF INCOME
Checks sent to the BOE

PLANNED EXPENSES
None

SPONSOR NAME Ronald W. McElliott Jr. SIGNATURE 

PRINCIPAL/DIRECTOR  SIGNATURE Kristie Newby

TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: Karol B... DATE: 8/26/24

ACCOUNT NUMBER: 800 CLEARING/SWEEP

BOARD OF EDUCATION APPROVAL DATE: _____

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 24-25 Sponsor Name: Ronald McELLOTT

Name of Activity Fund: Clearing / Sweep Account No: 800

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>4/40.06</u>	\$ <u>4/40.06</u>
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ _____	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ _____	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>0</u>	\$ <u>0</u>
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>4/40.06</u>	\$ <u>4/40.06</u>

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: 24-25 Sponsor Name: Ronald McElliot

Name of Activity Fund: Clearing / Sweep Account No: 800

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

N/A

PURPOSE OF RAISING FUNDS:

FUNDRAISER DATES: START END

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. - EST. EXP. = EST. PROFIT

SPONSOR SIGNATURE

ATHLETIC DIRECTOR AUTHORIZATION (applicable only if athletic fundraiser)

PRINCIPAL AUTHORIZATION

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: END DATE:

FUNDRAISER PROFIT

ACT. INC. (Reconciles to Deposits) - ACT. EXP. (Reconciles to fundraiser related POs) = ACT. PROFIT (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: TO

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

STILLWATER BOARD OF EDUCATION

CFB-E1

ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account

Reporting School Year: 2023-2024 Sponsor Name: Jana Bradshaw

Name of Activity Fund: Para Testing Fees Account No: 818

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

PACKET CONTENTS:

FORM	FOUND ON PAGE	INITIAL IF COMPLETE
APPROVAL OF ACCOUNT FORM	PAGE 2	<i>VB</i>
ACTIVITY FUND SUBACCOUNT BUDGET	PAGE 3	<i>VB</i>
ACTIVITY FUND FUNDRAISER REQUEST(S) (pg. 4)	PAGE 4	N/A
REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	N/A

**This is the form found on page 2, but should be the plan submitted the prior year updated with last year's actual revenues, expenditures, and ending cash balance.*

ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 2023-2024 SITE: BOE

ACCOUNT NAME: 818 Para Testing Fees

PURPOSE

Collect and remit testing fees for paraprofessional testing

SOURCE(S) OF INCOME

All listed BOE approved revenue sources for the 2023-2024 school year.

PLANNED EXPENSES

All listed BOE approved expenditures for the 2023-2024 school year.

SPONSOR NAME

Jana Bradshaw

SIGNATURE

[Handwritten signature of Jana Bradshaw]

PRINCIPAL/DIRECTOR

Michael Arnold

SIGNATURE

[Handwritten signature of Michael Arnold]

TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: [Handwritten signature] DATE: 8/26/24

ACCOUNT NUMBER: 818 PARA TESTING FEES

BOARD OF EDUCATION APPROVAL DATE:

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2023-2024 Sponsor Name: Jana Bradshaw

Name of Activity Fund: Para Testing Fees Account No: 818

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>0.00</u>	\$ _____
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Testing Fees	\$ <u>450.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>450.00</u>	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>450.00</u>	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Testing Expenses	\$ <u>-450.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>-450.00</u>	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>0.00</u>	\$ _____

ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account

Reporting School Year: 2024-2025 Sponsor Name: ~~Dr~~ Kerri J

Name of Activity Fund: Open Doors (International families program) Account No: 876

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

PACKET CONTENTS:

FORM	FOUND ON PAGE	INITIAL IF COMPLETE
APPROVAL OF ACCOUNT FORM	PAGE 2	KAB
ACTIVITY FUND SUBACCOUNT BUDGET	PAGE 3	KAB
ACTIVITY FUND FUNDRAISER REQUEST(S) (pg. 4)	PAGE 4	KAB
REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	N/A

*This is the form found on page 2, but should be the plan submitted the prior year updated with last year's actual revenues, expenditures, and ending cash balance.

ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 8-28-24 SITE: District (SPS)

ACCOUNT NAME: Open Doors "Abriendo Puertas"

PURPOSE - build a bridge between our international families and SPS w/ activities that educate, inform & connect

SOURCE(S) OF INCOME
Fundraisers
Donations

PLANNED EXPENSES
Field trips
Parent Conferences
Cultural events

SPONSOR NAME
Stephanie Coa

SIGNATURE
[Signature]

PRINCIPAL/DIRECTOR
Elizabeth McBee

SIGNATURE
Elizabeth McBee

TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: [Signature] DATE: 8/29/24

ACCOUNT NUMBER: 840 - OPEN DOORS

BOARD OF EDUCATION APPROVAL DATE: _____

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: FY 25 Sponsor Name: Coca

Name of Activity Fund: "Abriendo Puertas" Account No: _____
Open Doors

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>283.92</u>	\$ _____
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
<u>Fundraiser - Cook book</u>	\$ <u>200</u>	
<u>Fundraiser - Bake sale</u>	\$ <u>500</u>	
<u>Cash Balance</u>	\$ <u>283.92</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ _____	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>983.92</u>	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
<u>Field Trips (tickets, transport)</u>	\$ <u>500</u>	
<u>Cultural Nights Supplies</u>	\$ <u>200</u>	
<u>Tickets</u>	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>700</u>	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>283.92</u>	\$ _____

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: FY 25 Sponsor Name: Coca

Name of Activity Fund: 'Abriendo Puertas' Account No: 840
Open Doors

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

COOK BOOKS and Bake sale

PURPOSE OF RAISING FUNDS:

FUNDRAISER DATES: START 9-1-24 END 5-1-25

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. 700.00 - EST. EXP. 0 = EST. PROFIT 700.00

Stephanie Coa
SPONSOR SIGNATURE

ATHLETIC DIRECTOR AUTHORIZATION
(applicable only if athletic fundraiser)

PRINCIPAL AUTHORIZATION

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: _____ END DATE: _____

FUNDRAISER PROFIT

ACT. INC. _____ - ACT. EXP. _____ = ACT. PROFIT _____
(Reconciles to Deposits) (Reconciles to fundraiser related POs) (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: _____ TO _____

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

Stillwater School District 16

Budget Control Group Report

Fiscal Year: 2024-2025

DAC: ED SERVICES - ACTIVITY FUND

Budget Control Group: 053-840-OPEN DOORS

Show Account Detail
 Show Transaction Detail Show Encumbrance Include Pre Encumbrance
 Range Dates: 7/1/2024 - 8/22/2024
 Page Break on Budget Control Group

Account	FTE	Budget Amt	Range Trans	YTD Trans	Balance	Encumbrance	Budget Bal.
Control Group: 053-840-OPEN DOORS							
60.840.1972.000.900.0000.000.053.1	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DW - OPEN DOORS (INTERNATIONAL FAMILIES PROGRAM)							
60.840.2194.337.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
840.INTL.CONTRACT WORK							
60.840.2194.345.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
840.INTL.EVENT OFFICIAL							
60.840.2194.420.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
840.INTL.CLEANING SVC							
60.840.2194.439.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
840.INTL.EQUIP REPAIR							
60.840.2194.441.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
840.INTL.VIDEO RENTAL							
60.840.2194.442.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
840.INTL.BUS-EQUIP RENTAL							
60.840.2194.443.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
840.INTL.BLDG RENTAL							
60.840.2194.444.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
840.INTL.COMPUTER RENTAL							
60.840.2194.530.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
840.INTL.LICENSE-SUBS							
60.840.2194.540.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
840.INTL.ADVERTISING							
60.840.2194.550.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
840.INTL.PRINTING							
60.840.2194.611.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
840.INTL.COPY SUPP							
60.840.2194.614.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
840.INTL.TESTING SUPP							
60.840.2194.615.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
840.INTL.AV SUPP							
60.840.2194.617.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
840.INTL.KITCHEN SUPP							
60.840.2194.619.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
840.INTL.GEN SUPPLIES							
60.840.2194.641.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
840.INTL.BOOKS							
60.840.2194.642.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
840.INTL.PERIODICALS							
60.840.2194.651.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
840.INTL.FURN-FIXTURE							
60.840.2194.652.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
840.INTL.AV EQUIP							

Stillwater School District 16

Budget Control Group Report

Fiscal Year: 2024-2025

DAC: ED SERVICES - ACTIVITY FUND

Budget Control Group: 053-840-OPEN DOORS

Show Account Detail

Show Transaction Detail

Range Dates: 7/1/2024 - 8/22/2024

Show Encumbrance

Include Pre Encumbrance

Page Break on Budget Control Group

Account	FTE	Budget Amt	Range Trans	YTD Trans	Balance	Encumbrance	Budget Bal.
60.840.2194.653.900.0000.0000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
840.INTL.TECH SUPP							
60.840.2194.656.900.0000.0000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
840.INTL.MACHINERY							
60.840.2194.682.900.0000.0000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
840.INTL.FOOD-AWARDS							
60.840.2194.683.900.0000.0000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
840.INTL.X-CUR SUPPLIES							
60.840.2194.810.900.0000.0000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
840.INTL.DUES-FEES							
60.840.2194.850.900.0000.0000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
840.INTL.EVENT WORKER							
60.840.2194.930.900.0000.0000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
840.INTL.REIMBURSE							
60.840.3200.670.900.0000.0000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
840.FUNDRAISER.FR EXPENSE							
60.840.5200.950.900.0000.0000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
840.CASH BOX.CHANGE							
60.840.9902.000.0000.0000.0000.053.4	0.00	\$0.00	\$0.00	-\$283.92	\$283.92	\$0.00	\$283.92
840 FUND BALANCE							

053-840-OPEN DOORS Sub Total:

\$0.00

-\$283.92

\$283.92

\$0.00

283.92

End of Report

ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account

Reporting School Year: 2024-2025 Sponsor Name: Kerni J.

Name of Activity Fund: Refugee School Impact (RSI) Account No: 845

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

PACKET CONTENTS:

FORM	FOUND ON PAGE	INITIAL IF COMPLETE
APPROVAL OF ACCOUNT FORM	PAGE 2	<u>RAS</u>
ACTIVITY FUND SUBACCOUNT BUDGET	PAGE 3	<u>RAS</u>
ACTIVITY FUND FUNDRAISER REQUEST(S) (pg. 4)	PAGE 4	<u>—</u>
REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	<u>RAS</u>

*This is the form found on page 2, but should be the plan submitted the prior year updated with last year's actual revenues, expenditures, and ending cash balance.

ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 8-20-24 SITE: District

ACCOUNT NAME: Refugee School Impact

PURPOSE - Funding to support the academic, cultural, and linguistic needs of Afghan Refugee students

SOURCE(S) OF INCOME

DHS -

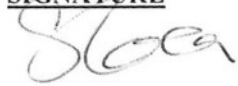
PLANNED EXPENSES

E L Achieve PD, 3 T.A.S, Supplies, etc.

SPONSOR NAME

Stephanie Coca

SIGNATURE



PRINCIPAL/DIRECTOR

Elizabeth McBee

SIGNATURE



TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: Rahul Bopra DATE: 8/23/24

ACCOUNT NUMBER: 845 - RSI

BOARD OF EDUCATION APPROVAL DATE: _____

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2024-2025 Sponsor Name: Stephanie Coen

Name of Activity Fund: Refugee School Impact Account No: 845

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>6,272.73</u> ✓	\$ _____
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
<u>DHS - RSI</u>	\$ <u>100,000.00</u>	
<u>June - September Reimbursements</u>	\$ <u>25,000.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ _____	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>131,272.73</u>	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
<u>Salaries</u>	\$ <u>60,000</u>	
<u>PD "EL Achieve"</u>	\$ <u>27,000</u>	
<u>Summer school, supplies</u>	\$ <u>8,250</u>	
<u>Activities</u>	\$ <u>4,750</u>	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>100,000.00</u>	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>31,272.73</u>	\$ _____

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: FY 25 Sponsor Name: Stephanie Coca

Name of Activity Fund: Refugee School Impact Account No: _____

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

PURPOSE OF RAISING FUNDS:

FUNDRAISER DATES: START _____ END _____

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. _____ - EST. EXP. _____ = EST. PROFIT _____

SPONSOR SIGNATURE

ATHLETIC DIRECTOR AUTHORIZATION
(applicable only if athletic fundraiser)

PRINCIPAL AUTHORIZATION

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: _____ END DATE: _____

FUNDRAISER PROFIT

ACT. INC. _____ - ACT. EXP. _____ = ACT. PROFIT _____
(Reconciles to Deposits) (Reconciles to fundraiser related POs) (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: _____ TO _____

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2023-2024 Sponsor Name: Stephanie Coca

Name of Activity Fund: RSI - Refugee School Impact Account No: 845

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>41,723.85</u>	\$ _____
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Donations (TBD)	\$ <u>0.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>0.00</u>	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>41,723.85</u>	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Student Supplies	\$ <u>-1,500.00</u>	
Family Events	\$ <u>-3,000.00</u>	
Training	\$ <u>-5,000.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>-9,500.00</u>	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>32,223.85</u>	\$ _____

Stillwater School District 16

DAC: ED SERVICES - ACTIVITY FUND

Budget Control Group: 053-845-REFUGEE SCHOOL IMPACT

Budget Control Group Report

Fiscal Year: 2024-2025

Show Account Detail

Show Transaction Detail Show Encumbrance Include Pre Encumbrance

Range Dates: 7/1/2024 - 8/22/2024

Page Break on Budget Control Group

Account	FTE	Budget Amt	Range Trans	YTD Trans	Balance	Encumbrance	Budget Bal.
Control Group: 053-845-REFUGEE SCHOOL IMPACT							
60.845.1290.000.0000.000.053.1	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MISC REVENUE							
60.845.1970.000.900.0000.000.053.1	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
RSI.CLUBS/ORGs REV							
60.845.1972.000.900.0000.000.053.1	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
RSI.DONATIONS							
60.845.2194.337.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
RSI.INTL.CONTRACT WORK							
60.845.2194.345.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
RSI.INTL.EVENT OFFICIAL							
60.845.2194.420.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
RSI.INTL.CLEANING SVC							
60.845.2194.439.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
RSI.INTL.EQUIP REPAIR							
60.845.2194.441.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
RSI.INTL.VIDEO RENTAL							
60.845.2194.442.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
RSI.INTL.BUS-EQUIP RENTAL							
60.845.2194.443.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
RSI.INTL.BLDG RENTAL							
60.845.2194.444.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
RSI.INTL.COMPUTER RENTAL							
60.845.2194.530.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
RSI.INTL.LICENSE-SUBS							
60.845.2194.540.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
RSI.INTL.ADVERTISING							
60.845.2194.550.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
RSI.INTL.PRINTING							
60.845.2194.611.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
RSI.INTL.COPY SUPP							
60.845.2194.614.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
RSI.INTL.TESTING SUPP							
60.845.2194.615.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
RSI.INTL.AV SUPP							
60.845.2194.617.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
RSI.INTL.KITCHEN SUPP							
60.845.2194.641.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
RSI.INTL.BOOKS							
60.845.2194.642.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
RSI.INTL.PERIODICALS							
60.845.2194.651.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
RSI.INTL.FURN-FIXTURE							
60.845.2194.652.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
RSI.INTL.AV EQUIP							

Stillwater School District 16

Budget Control Group Report

Fiscal Year: 2024-2025

DAC: ED SERVICES - ACTIVITY FUND

Budget Control Group: 053-845-REFUGEE SCHOOL IMPACT

Show Account Detail

Show Transaction Detail Show Encumbrance Include Pre Encumbrance

Range Dates: 7/1/2024 - 8/22/2024

Page Break on Budget Control Group

Account	FTE	Budget Amt	Range Trans	YTD Trans	Balance	Encumbrance	Budget Bal.	
60.845.2194.653.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
RSI.INTL.TECH SUPP								
60.845.2194.656.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
RSI.INTL.MACHINERY								
60.845.2194.682.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
RSI.INTL.FOOD-AWARDS								
60.845.2194.683.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
RSI.INTL.X-CUR SUPPLIES								
60.845.2194.810.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,400.00	-\$1,400.00	
RSI.INTL.DUES-FEES								
60.845.2194.850.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
RSI.INTL.EVENT WORKER								
60.845.2194.930.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
RSI.INTL.REIMBRURSE								
60.845.2213.359.900.0000.000.053.0	0.00	\$0.00	\$3,090.67	\$3,090.67	-\$3,090.67	\$680.00	-\$3,770.67	
RSI.REGISTRATION								
60.845.2213.580.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,240.07	-\$1,240.07	
RSI.TRAVEL								
60.845.3200.670.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
RSI.FUNDRaiser.FR EXPENSE								
60.845.3300.653.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
RSI.TECH SUPPLIES								
60.845.3300.683.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
RSI.EXTRACURRICULAR SUPPLIES								
60.845.3300.810.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$380.00	-\$380.00	
RSI.INTL.DUES & FEES								
60.845.3300.930.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
RSI.REIMBURSEMENT								
60.845.5200.950.900.0000.000.053.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
RSI.CASH BOX.CHANGE								
60.845.9902.000.0000.0000.000.053.4	0.00	\$0.00	\$0.00	-\$13,038.52	\$13,038.52	\$0.00	\$13,038.52	
845 FUND BALANCE								
053-845-REFUGEE SCHOOL IMPACT Sub Total:							\$9,947.85	6,247.78
							-\$3,700.07	

End of Report

HIGH SCHOOL

**ACTIVITY FUND
PACKETS**

STILLWATER BOARD OF EDUCATION

CFB-E1

ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account

Reporting School Year: 2024-2025 Sponsor Name: Michael Porter

Name of Activity Fund: Math Club (formerly Mu Alpha Theta) Account No: 926

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

N/A

**Requesting that the name be changed as SHS no longer has a Mu Alpha Theta chapter and the Math dept would like to use the funds for all Math students.*

FORM	FOUND ON PAGE	INITIAL IF COMPLETE
APPROVAL OF ACCOUNT FORM	PAGE 2	<i>all</i>
ACTIVITY FUND SUBACCOUNT BUDGET	PAGE 3	<i>all</i>
ACTIVITY FUND FUNDRAISER REQUEST(S) (pg. 4)	PAGE 4	N/A
REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	<i>all</i>

**This is the form found on page 2, but should be the plan submitted the prior year updated with last year's actual revenues, expenditures, and ending cash balance.*

ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 2024-2025 SITE: High School

ACCOUNT NAME: 926 Math Club (formerly Mu Alpha Theta)

PURPOSE

To promote the enjoyment of mathematics through academic and social events for students of SHS.

SOURCE(S) OF INCOME

Academic Type Income: Advertising Sales, AP Testing Fees, Awards/Prizes, Concession Sales, Contest Fees, Contributions /Donations, Fees/Fines/Dues, Field Trip Collections, BOE approved Fundraisers, Grants/Scholarships, Merchandise Sales, Redeposit of Cash-Box/Start-up Cash, Registration Costs, Reimbursements/Refunds/Rebates, Summer Camps and Ticket Sales.

PLANNED EXPENSES

Academic Type Expenses: Awards, Advertising, Camp Expenses, Cash-Box/Start-up Cash, Charitable Activities, Apparel/Uniforms, Competition Expenses, Donations, Equipment, Fees/Dues, Field Trip Expenses, Fundraising Expenses, Travel Expenses to include meals, Meeting Supplies and Refreshments, Officials/Judges, Registrations, Reimbursements, Rental Fees, Stipends, Award Banquets and other Activity related supplies and materials.

SPONSOR NAME

Michael Porter

SIGNATURE

[Handwritten signature of Michael Porter]

PRINCIPAL/DIRECTOR

Walter R. Howell, IV

SIGNATURE

[Handwritten signature of Walter R. Howell, IV]

TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: [Handwritten signature] DATE: 8/29/24

ACCOUNT NUMBER: 926 - MATH CLUB

BOARD OF EDUCATION APPROVAL DATE:

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2024-2025 Sponsor Name: Michael Porter

Name of Activity Fund: Math Club (formerly Mu Alpha Theta) Account No: 926

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>1,125.00</u>	\$ _____
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>0.00</u>	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>1,125.00</u>	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Meeting expenses	\$ <u>-200.00</u>	
Math related games and supplies	\$ <u>-200.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>-400.00</u>	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>725.00</u>	\$ _____

HS-926

STILLWATER BOARD OF EDUCATION

CFB-E1

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2023-2024 Sponsor Name: Dustin Bunch

Name of Activity Fund: Mu Alpha Theta Account No: 926

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ 1,107.48	\$ 1,107.48
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Calculator Sales	\$ 1,000.00	
Item Sales	\$ 500.00	
Dues	\$ 250.00	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ 1,750.00	\$ 18. —
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ 2,857.48	\$ 1,125.48
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Mu Alpha Theta Dues	\$ -275.00	
Senior Gifts	\$ -250.00	
Meeting expenses	\$ -500.00	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ -1,025.00	\$ —
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ 1,832.48	\$ 1,125.48

HS-938

Academic

STILLWATER BOARD OF EDUCATION	CFB-E1
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ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account

Reporting School Year: 2024-2025 Sponsor Name: Sarah Eck

Name of Activity Fund: Science Club Account No: 938

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

N/A

PACKET CONTENTS:

FORM	FOUND ON PAGE	INITIAL IF COMPLETE
APPROVAL OF ACCOUNT FORM	PAGE 2	aue
ACTIVITY FUND SUBACCOUNT BUDGET	PAGE 3	aue
ACTIVITY FUND FUNDRAISER REQUEST(S) (pg. 4)	PAGE 4	N/A
REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	aue

**This is the form found on page 2, but should be the plan submitted the prior year updated with last year's actual revenues, expenditures, and ending cash balance.*

ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 2024-2025 SITE: High School

ACCOUNT NAME: 938 Science Club

PURPOSE

To promote science through academic and social events for SHS students.

SOURCE(S) OF INCOME

Academic Type Income: Advertising Sales, AP Testing Fees, Awards/Prizes, Concession Sales, Contest Fees, Contributions /Donations, Fees/Fines/Dues, Field Trip Collections, BOE approved Fundraisers, Grants/Scholarships, Merchandise Sales, Redeposit of Cash-Box/Start-up Cash, Registration Costs, Reimbursements/Refunds/Rebates, Summer Camps and Ticket Sales.

PLANNED EXPENSES

Academic Type Expenses: Awards, Advertising, Camp Expenses, Cash-Box/Start-up Cash, Charitable Activities, Apparel/Uniforms, Competition Expenses, Donations, Equipment, Fees/Dues, Field Trip Expenses, Fundraising Expenses, Travel Expenses to include meals, Meeting Supplies and Refreshments, Officials/Judges, Registrations, Reimbursements, Rental Fees, Stipends, Award Banquets and other Activity related supplies and materials.

SPONSOR NAME

Sarah Eck

SIGNATURE

[Handwritten signature of Sarah Eck]

PRINCIPAL/DIRECTOR

Walter R. Howell, IV

SIGNATURE

[Handwritten signature of Walter R. Howell, IV]

TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: [Handwritten signature] DATE: 8/29/24

ACCOUNT NUMBER: 938 - SCIENCE CLUB

BOARD OF EDUCATION APPROVAL DATE: _____

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2024-2025 Sponsor Name: Sarah Eck

Name of Activity Fund: Science Club Account No: 938

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>232.00</u>	\$ _____
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Dues:	\$ <u>200.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>200.00</u>	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>432.00</u>	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Supplies for silent auction baskets:	\$ <u>-150.00</u>	
_____	\$ _____	
Meeting Expenses	\$ <u>-150.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>-300.00</u>	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>132.00</u>	\$ _____

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2023-2024 Sponsor Name: Traci Richardson

Name of Activity Fund: Science Club Account No: 938

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ 232.00	\$ 232.00
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Dues	\$ 200.00	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
Total Revenues:	\$ 200.00	\$ 0
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ 432.00	\$ 232.00
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Supplies for silent auction baskets	\$ -150.00	
Snacks and drinks for meetings	\$ -150.00	
	\$	
	\$	
	\$	
	\$	
Total Expenditures:	\$ -300.00	\$ 0
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ 132.00	\$ 232.00

Inactive for FY 23-24

JUNIOR HIGH

ACTIVITY FUND

PACKETS

STILLWATER BOARD OF EDUCATION

CFB-E1

ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account

Reporting School Year: 2024-2025 Sponsor Name: Kristena Rudloff

Name of Activity Fund: Library Account No: 803

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

Excess revenue was the result of greater than anticipated profit from book fairs.

PACKET CONTENTS:

FORM	FOUND ON PAGE	INITIAL IF COMPLETE
APPROVAL OF ACCOUNT FORM	PAGE 2	KK
ACTIVITY FUND SUBACCOUNT BUDGET	PAGE 3	KK
ACTIVITY FUND FUNDRAISER REQUEST(S) (pg. 4)	PAGE 4	KK
REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	KK

**This is the form found on page 2, but should be the plan submitted the prior year updated with last year's actual revenues, expenditures, and ending cash balance.*

ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 2024-2025 SITE: SJHS

ACCOUNT NAME: 803 Library

PURPOSE

To purchase library books.

SOURCE(S) OF INCOME

Library Type Income: Advertising Sales, Awards/Prizes, Book Fair Sales, Contest Fees, Contributions/Donations, Fees/Fines/Dues, BOE approved Fundraisers, Grants/Scholarships, Lost/Damaged Book Fee, Merchandise Sales, Redeposit of Cash-Box/Start-up Cash, Registrations, Reimbursements/Refund/Rebates, Rental Fees, Student Payments, and Ticket Sales.

PLANNED EXPENSES

Library Type Expenses: Awards, Advertising, Books, Cash-Box/Start-up Cash, Competition Expenses, Custodial Expenses, Equipment/Furniture, Fees/Dues, Fundraising Expenses, Meeting Supplies and Refreshments, Newspapers, Registrations, Reimbursements/Refunds, Rental Fees, Subscriptions, Supplies/Materials and Technology Expenses.

SPONSOR NAME

Kristena Rudloff

SIGNATURE

[Handwritten signature of Kristena Rudloff]

PRINCIPAL/DIRECTOR

Doug Stafford

SIGNATURE

[Handwritten signature of Doug Stafford]

TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: [Handwritten signature] DATE: 8/23/24

ACCOUNT NUMBER: 803 SJHS

BOARD OF EDUCATION APPROVAL DATE: _____

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2024-2025 Sponsor Name: Kristena Rudloff

Name of Activity Fund: Library Account No: 803

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>1,782.00</u>	\$ _____
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Scholastic Book Fairs (2)	\$ <u>4,500.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>4,500.00</u>	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>6,282.00</u>	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Book Fair Expenses	\$ <u>-3,500.00</u>	
Book repair supplies	\$ <u>-250.00</u>	
Library Books	\$ <u>-150.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>-3,900.00</u>	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>2,382.00</u>	\$ _____

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: 2024-2025 Sponsor Name: Kristena Rudloff

Name of Activity Fund: Library Account No: 803

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

Spring book fair

PURPOSE OF RAISING FUNDS:

To purchase library books

FUNDRAISER DATES: START 03/22/2025 END 03/29/2025

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. \$ 2,000.00 - EST. EXP. -\$ 1,500.00 = EST. PROFIT \$ 500.00

Sponsor signature: Kristena Rudloff

SPONSOR SIGNATURE

ATHLETIC DIRECTOR AUTHORIZATION (applicable only if athletic fundraiser)

Principal signature

PRINCIPAL AUTHORIZATION

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: END DATE:

FUNDRAISER PROFIT

ACT. INC. - ACT. EXP. = ACT. PROFIT (Reconciles to Deposits) (Reconciles to fundraiser related POs) (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: TO

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: 2024-2025 Sponsor Name: Kristena Rudloff

Name of Activity Fund: Library Account No: 803

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

Fall book fair

PURPOSE OF RAISING FUNDS:

To purchase library books

FUNDRAISER DATES: START 10/20/2024 END 10/27/2024

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. \$ 2,500.00 - EST. EXP. -\$ 2,000.00 = EST. PROFIT \$ 500.00

SPONSOR SIGNATURE [Handwritten Signature]

ATHLETIC DIRECTOR AUTHORIZATION (applicable only if athletic fundraiser)

PRINCIPAL AUTHORIZATION [Handwritten Signature]

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: END DATE:

FUNDRAISER PROFIT

ACT. INC. (Reconciles to Deposits) - ACT. EXP. (Reconciles to fundraiser related POs) = ACT. PROFIT (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: TO

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

377-003

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2023-2024 Sponsor Name: Kristena Rudloff

Name of Activity Fund: Library Account No: 803

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>424.86</u>	\$ <u>436-</u>
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Scholastic Book Fairs (2)	\$ <u>4,513.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>4,513.00</u>	<u>3737-</u>
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>4,937.86</u>	<u>4173-</u>
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Book repair supplies	\$ <u>-250.00</u>	
Library Books	\$ <u>-150.00</u>	
Book Fair Costs	\$ <u>-4,441.00</u>	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>-4,841.00</u>	<u>2391-</u>
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>96.86</u>	<u>1782-</u>

as of 5/12/24

Stillwater School District 16

DAC: JUNIOR HIGH - ACTIVITY FUND

Budget Control Group Report

Fiscal Year: 2024-2025

Budget Control Group: 610-803-LIBRARY

Show Account Detail

Show Transaction Detail Show Encumbrance Include Pre Encumbrance

Range Dates: 7/1/2024 - 8/23/2024

Page Break on Budget Control Group

Account	FTE	Budget Amt	Range Trans	YTD Trans	Balance	Encumbrance	Budget Bal.
Control Group: 610-803-LIBRARY							
60.803.1530.000.900.0000.000.610.1	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.803.1950.000.900.0000.000.610.1	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.803.1972.000.900.0000.000.610.1	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.803.1990.000.900.0000.000.610.1	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.803.2220.337.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.803.2220.550.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.803.2220.615.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.803.2220.619.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.803.2220.641.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.803.2220.642.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.803.2220.644.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.803.2220.645.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.803.2220.651.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.803.2220.653.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.803.2220.656.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.803.2220.682.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.803.2220.930.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.803.2575.860.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.803.3200.670.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.803.5200.950.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.803.9902.000.000.0000.000.610.4	0.00	\$0.00	\$0.00	-\$873.32	\$873.32	\$0.00	\$873.32
610-803-LIBRARY Sub Total:							873.32
0.00							-\$873.32

Stillwater School District 16

Budget Control Group Report

Fiscal Year: 2024-2025

DAC: JUNIOR HIGH - ACTIVITY FUND

Budget Control Group: 610-803-LIBRARY

Show Account Detail

Show Transaction Detail Show Encumbrance Include Pre Encumbrance

Range Dates: 7/1/2024 - 8/23/2024

Page Break on Budget Control Group

FTE Budget Amt Range Trans YTD Trans Balance Encumbrance Budget Bal.

Account

End of Report

STILLWATER BOARD OF EDUCATION	CFB-E1
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ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account

Reporting School Year: 2024-2025 Sponsor Name: Kristena Rudloff

Name of Activity Fund: Beta Club Account No: 907

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

PACKET CONTENTS:

FORM	FOUND ON PAGE	INITIAL IF COMPLETE
APPROVAL OF ACCOUNT FORM	PAGE 2	KR
ACTIVITY FUND SUBACCOUNT BUDGET	PAGE 3	KR
ACTIVITY FUND FUNDRAISER REQUEST(S) (pg. 4)	PAGE 4	N/A
REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	KR

**This is the form found on page 2, but should be the plan submitted the prior year updated with last year's actual revenues, expenditures, and ending cash balance.*

ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 2024-2025 SITE: SJHS

ACCOUNT NAME: 907 Beta Club

PURPOSE

Honors/service society

SOURCE(S) OF INCOME

Academic Type Income: Advertising Sales, AP Testing Fees, Awards/Prizes, Concession Sales, Contest Fees, Contributions /Donations, Fees/Fines/Dues, Field Trip Collections, BOE approved Fundraisers, Grants/Scholarships, Merchandise Sales, Redeposit of Cash-Box/Start-up Cash, Registration Costs, Reimbursements/Refunds/Rebates, Summer Camps and Ticket Sales.

PLANNED EXPENSES

Academic Type Expenses: Awards, Advertising, Camp Expenses, Cash-Box/Start-up Cash, Charitable Activities, Apparel/Uniforms, Competition Expenses, Donations, Equipment, Fees/Dues, Field Trip Expenses, Fundraising Expenses, Travel Expenses to include meals, Meeting Supplies and Refreshments, Officials/Judges, Registrations, Reimbursements, Rental Fees, Stipends, Award Banquets and other Activity related supplies and materials.

SPONSOR NAME

Kristena Rudloff

SIGNATURE

[Handwritten signature of Kristena Rudloff]

PRINCIPAL/DIRECTOR

Doug Stafford

SIGNATURE

[Handwritten signature of Doug Stafford]

TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: [Handwritten signature] DATE: 8/23/24

ACCOUNT NUMBER: 907 - SJHS

BOARD OF EDUCATION APPROVAL DATE:

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2024-2025 Sponsor Name: Kristena Rudloff

Name of Activity Fund: Beta Club Account No: 907

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>1,104.00</u>	\$ _____
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Dues from students	\$ <u>5,600.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>5,600.00</u>	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>6,704.00</u>	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
National dues	\$ <u>-3,360.00</u>	
Supplies for projects	\$ <u>-750.00</u>	
Student lead activities	\$ <u>-2,000.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>-6,110.00</u>	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>594.00</u>	\$ _____

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: 2024-2025 Sponsor Name: Kristena Rudloff

Name of Activity Fund: Beta Club Account No: 907

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

N/A

PURPOSE OF RAISING FUNDS:

FUNDRAISER DATES: START _____ END _____

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. _____ - EST. EXP. _____ = EST. PROFIT \$ 0.00

SPONSOR SIGNATURE

ATHLETIC DIRECTOR AUTHORIZATION
(applicable only if athletic fundraiser)

PRINCIPAL AUTHORIZATION

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: _____ END DATE: _____

FUNDRAISER PROFIT

ACT. INC. _____ - ACT. EXP. _____ = ACT. PROFIT _____
(Reconciles to Deposits) (Reconciles to fundraiser related POs) (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: _____ TO _____

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2023-2024 Sponsor Name: Kristena Rudloff

Name of Activity Fund: SJHS Beta Club Account No: 907

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ 3,348.08	\$ 3348-
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Dues from students	\$ 5,600.00	
	\$	
	\$	
	\$	
	\$	
	\$	
Total Revenues:	\$ 5,600.00	\$ 5600-
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ 8,948.08	\$ 8948-
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
National dues	\$ -3,360.00	
Supplies for projects	\$ -750.00	
Bottle filler w/ install for 9th grade hallway	\$ -3,000.00	
	\$	
	\$	
	\$	
Total Expenditures:	\$ -7,110.00	\$ 7844-
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ 1,838.08	\$ 1104-

as of 5/12/24

Stillwater School District 16

DAC: JUNIOR HIGH - ACTIVITY FUND

Budget Control Group Report

Fiscal Year: 2024-2025

Budget Control Group: 610-907-BETA CLUB

Show Account Detail

Show Transaction Detail Show Encumbrance Include Pre Encumbrance

Range Dates: 7/1/2024 - 8/23/2024

Page Break on Budget Control Group

Account	FTE	Budget Amt	Range Trans	YTD Trans	Balance	Encumbrance	Budget Bal.
Control Group: 610-907-BETA CLUB							
60.907.1970.000.900.0000.000.610.1	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.907.1971.000.900.0000.000.610.1	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.907.2199.337.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.907.2199.345.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.907.2199.420.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.907.2199.439.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.907.2199.441.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.907.2199.442.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.907.2199.443.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.907.2199.444.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.907.2199.530.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.907.2199.540.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.907.2199.550.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.907.2199.611.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.907.2199.614.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.907.2199.615.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.907.2199.641.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.907.2199.642.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.907.2199.651.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.907.2199.652.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.907.2199.653.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.907.2199.656.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Stillwater School District 16

DAC: JUNIOR HIGH - ACTIVITY FUND

Budget Control Group: 610-907-BETA CLUB

Show Account Detail

Show Transaction Detail Show Encumbrance Include Pre Encumbrance

Range Dates: 7/1/2024 - 8/23/2024

Page Break on Budget Control Group

Account	FTE	Budget Amt	Range Trans	YTD Trans	Balance	Encumbrance	Budget Bal.
60.907.2199.682.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
907.CO-CUR.FOOD-AWARDS							
60.907.2199.810.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
907.CO-CUR.DUES-FEES							
60.907.2199.930.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
907.CO-CUR.REIMBURSE							
60.907.3200.670.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
907.FUNDRAISER.FR EXPENSE							
60.907.3300.337.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
907.X-CUR.CONTRACT WORK							
60.907.3300.345.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
907.X-CUR.EVENT OFFICIAL							
60.907.3300.420.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
907.X-CUR.CLEANING SVC							
60.907.3300.439.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
907.X-CUR.EQUIP REPAIR							
60.907.3300.441.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
907.X-CUR.VIDEO RENTAL							
60.907.3300.442.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
907.X-CUR.BUS-EQUIP RENTAL							
60.907.3300.443.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
907.X-CUR.BLDG RENTAL							
60.907.3300.444.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
907.X-CUR.COMPUTER RENTAL							
60.907.3300.530.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
907.X-CUR.LICENSE-SUBS							
60.907.3300.540.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
907.X-CUR.ADVERTISING							
60.907.3300.550.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
907.X-CUR.PRINTING							
60.907.3300.611.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
907.X-CUR.COPY SUPP							
60.907.3300.614.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
907.X-CUR.TESTING SUPP							
60.907.3300.615.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
907.X-CUR.AV SUPP							
60.907.3300.641.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
907.X-CUR.BOOKS							
60.907.3300.642.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
907.X-CUR.PERIODICALS							
60.907.3300.651.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
907.X-CUR.FURN-FIXTURE							
60.907.3300.652.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
907.X-CUR.AV EQUIP							
60.907.3300.653.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
907.X-CUR.TECH SUPP							

Stillwater School District 16

Budget Control Group Report

Fiscal Year: 2024-2025

DAC: JUNIOR HIGH - ACTIVITY FUND

Budget Control Group: 610-907-BETA CLUB

Show Account Detail

Show Transaction Detail Show Encumbrance Include Pre Encumbrance

Range Dates: 7/1/2024 - 8/23/2024

Page Break on Budget Control Group

Account	FTE	Budget Amt	Range Trans	YTD Trans	Balance	Encumbrance	Budget Bal.	
60.907.3300.656.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
60.907.3300.682.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
60.907.3300.683.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
60.907.3300.810.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
60.907.3300.850.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
60.907.3300.930.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
60.907.5200.950.900.0000.000.610.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
60.907.9902.000.000.0000.000.610.4	0.00	\$0.00	\$0.00	-\$1,404.08	\$1,404.08	\$0.00	\$1,404.08	
610-907-BETA CLUB Sub Total:							\$0.00	\$1,404.08
610-907-BETA CLUB Sub Total:							0.00	-\$1,404.08
610-907-BETA CLUB Sub Total:							\$0.00	\$1,404.08

End of Report

STILLWATER BOARD OF EDUCATION

CFB-E1

ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account

Reporting School Year: 2024-2025 Sponsor Name: Emily Christian

Name of Activity Fund: Site General Account No: 805

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

N/A

PACKET CONTENTS:

FORM	FOUND ON PAGE	INITIAL IF COMPLETE
APPROVAL OF ACCOUNT FORM	PAGE 2	<i>SA</i>
ACTIVITY FUND SUBACCOUNT BUDGET	PAGE 3	<i>SA</i>
ACTIVITY FUND FUNDRAISER REQUEST(S) (pg. 4)	PAGE 4	N/A
REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	<i>SA</i>

**This is the form found on page 2, but should be the plan submitted the prior year updated with last year's actual revenues, expenditures, and ending cash balance.*

Adoption Date: February 21, 2012

Revision Date(s): 9/10/19

Page 1 of 4

ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 2024-2025 SITE: SJHS

ACCOUNT NAME: 805 Site General

PURPOSE

To purchase school related supplies, training, celebrations, appreciation gifts/awards, refreshments, toner and similar items.

SOURCE(S) OF INCOME

All listed BOE approved revenue sources for the 2024-2025 school year.

PLANNED EXPENSES

All listed BOE approved expenditures for the 2024-2025 school year.

SPONSOR NAME

Emily Christian

SIGNATURE

Emily Christian

PRINCIPAL/DIRECTOR

Crystal Szymanski

SIGNATURE

[Signature]

TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: [Signature] DATE: 8/28/24

ACCOUNT NUMBER: 805

BOARD OF EDUCATION APPROVAL DATE:

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2024-2025 Sponsor Name: Emily Christian

Name of Activity Fund: Site General Account No: 805

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>3,849.00</u>	\$ _____
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Fall School Picture Commission	\$ <u>1,400.00</u>	
Donations	\$ <u>200.00</u>	
Drink Commissions	\$ <u>200.00</u>	
Damages	\$ <u>500.00</u>	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>2,300.00</u>	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>6,149.00</u>	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
School related supplies	\$ <u>-3,000.00</u>	
Competition/Registration Expenses	\$ <u>-500.00</u>	
Memberships for organizations and societies	\$ <u>-100.00</u>	
Refreshments and special events	\$ <u>-200.00</u>	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>-3,800.00</u>	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>2,349.00</u>	\$ _____

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2023-2024 Sponsor Name: Mary Wedel

Name of Activity Fund: Site General Activity Account No: 805

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>1,702.90</u>	\$ <u>2055-</u>
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Fall School Picture Commission	\$ <u>1,400.00</u>	
Donations	\$ <u>200.00</u>	
Drink Commissions	\$ <u>200.00</u>	
Damages	\$ <u>500.00</u>	
	\$ _____	
	\$ _____	
Total Revenues:	\$ <u>2,300.00</u>	\$ <u>12444-</u>
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>4,002.90</u>	\$ <u>14499-</u>
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
School related supplies	\$ <u>-3,000.00</u>	
Competition/Registration Expenses	\$ <u>-500.00</u>	
Memberships for organizations and societies	\$ <u>-100.00</u>	
Refreshments and special events	\$ <u>-200.00</u>	
	\$ _____	
	\$ _____	
Total Expenditures:	\$ <u>-3,800.00</u>	\$ <u>10650-</u>
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>202.90</u>	\$ <u>3849-</u>

as of 5/12/24

STILLWATER BOARD OF EDUCATION	CFB-E1
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ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account

Reporting School Year: 2024-2025 Sponsor Name: Emily Christian

Name of Activity Fund: Facility Rental Account No: 806

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

N/A

PACKET CONTENTS:

FORM	FOUND ON PAGE	INITIAL IF COMPLETE
APPROVAL OF ACCOUNT FORM	PAGE 2	SA
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ACTIVITY FUND FUNDRAISER REQUEST(S) (pg. 4)	PAGE 4	N/A
REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	SA

**This is the form found on page 2, but should be the plan submitted the prior year updated with last year's actual revenues, expenditures, and ending cash balance.*

<i>Adoption Date: February 21, 2012</i>	<i>Revision Date(s): 9/10/19</i>	<i>Page 1 of 4</i>
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ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 2024-2025 SITE: SJHS

ACCOUNT NAME: 806 Facility Rental

PURPOSE

To rent the SJHS facility space to churches, clubs, teams and the like. A portion of the money is paid to SPS General Fund to share the additional utility expenses due to the additional use of the facility. The remaining amount is used to purchase school equipment, furniture, technology and supplies for SJHS.

SOURCE(S) OF INCOME

All listed BOE approved revenue sources for the 2024-2025 school year.

PLANNED EXPENSES

All listed BOE approved expenditures for the 2024-2025 school year.

SPONSOR NAME

Emily Christian

SIGNATURE

Emily Christian

PRINCIPAL/DIRECTOR

Crystal Szymanski

SIGNATURE

Crystal Szymanski

TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: Raul Lopez DATE: 8/28/24

ACCOUNT NUMBER: 806

BOARD OF EDUCATION APPROVAL DATE:

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2024-2025 Sponsor Name: Emily Christian

Name of Activity Fund: Facility Rental Account No: 806

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>998.00</u>	\$ _____
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Donations _____	\$ <u>800.00</u>	
Rent _____	\$ <u>1,000.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>1,800.00</u>	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>2,798.00</u>	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
JH equipment, furniture, technology & school supplies.	\$ <u>-1,000.00</u>	
Utility payment to SPS General Fund _____	\$ <u>-300.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>-1,300.00</u>	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>1,498.00</u>	\$ _____

JH-804

STILLWATER BOARD OF EDUCATION

CFB-E1

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2023-2024 Sponsor Name: Mary Wedel

Name of Activity Fund: Facility Rental Account No: 806

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ 804.98	\$ 1190-
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Donations	\$ 800.00	
Rent	\$ 1,000.00	
	\$	
	\$	
	\$	
	\$	
Total Revenues:	\$ 1,800.00	\$ 8011-
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ 2,604.98	\$ 9201-
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
JH equipment, furniture, technology & school supplies	\$ -1,000.00	
Utility payment to SPS General Fund	\$ -300.00	
	\$	
	\$	
	\$	
	\$	
Total Expenditures:	\$ -1,300.00	\$ 8203-
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ 1,304.98	\$ 998-

Adoption Date: February 21, 2012

Revision Date(s): 9/10/19

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as of 5/12/24

STILLWATER BOARD OF EDUCATION

CFB-E1

ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account

Reporting School Year: 2024-2025 Sponsor Name: Emily Christian

Name of Activity Fund: Lockers Account No: 813

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

N/A

PACKET CONTENTS:

FORM	FOUND ON PAGE	INITIAL IF COMPLETE
APPROVAL OF ACCOUNT FORM	PAGE 2	JA
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REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	JA

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Adoption Date: February 21, 2012

Revision Date(s): 9/10/19

Page 1 of 4

ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 2024-2025 SITE: SJHS

ACCOUNT NAME: 813 Lockers

PURPOSE

Maintain lockers, locks & keys

SOURCE(S) OF INCOME

All listed BOE approved revenue sources for the 2024-2025 school year.

PLANNED EXPENSES

All listed BOE approved expenditures for the 2024-2025 school year.

SPONSOR NAME

Emily Christian

SIGNATURE

Emily Christian

PRINCIPAL/DIRECTOR

Crystal Szymanski

SIGNATURE

Crystal Szymanski

TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: [Signature] DATE: 8/28/24

ACCOUNT NUMBER: 813- LOCKERS

BOARD OF EDUCATION APPROVAL DATE:

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2024-2025 Sponsor Name: Emily Christian

Name of Activity Fund: Lockers Account No: 813

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ 37.00	\$
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Lost Locks & Keys	\$ 30.00	
_____	\$	
_____	\$	
_____	\$	
_____	\$	
_____	\$	
_____	\$	
Total Revenues:	\$ 30.00	\$
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ 67.00	\$
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
New Locks & or Keys	\$ -30.00	
_____	\$	
_____	\$	
_____	\$	
_____	\$	
_____	\$	
Total Expenditures:	\$ -30.00	\$
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ 37.00	\$

JH 813

STILLWATER BOARD OF EDUCATION

CFB-E1

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2023-2024 Sponsor Name: Sondra Walters

Name of Activity Fund: Lockers Account No: 813

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>204.88</u>	\$ <u>22</u>
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Lost Locks & Keys	\$ <u>30.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>30.00</u>	\$ <u>15</u>
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>234.88</u>	\$ <u>37</u>
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
New Locks & or Keys	\$ <u>-30.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>-30.00</u>	\$ <u>0</u>
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>204.88</u>	\$ <u>37</u>

Adoption Date: February 21, 2012

Revision Date(s): 9/10/19

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as of 5/12/24

STILLWATER BOARD OF EDUCATION

CFB-E1

ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account

Reporting School Year: 2024-2025 Sponsor Name: Susan Ammons

Name of Activity Fund: SPEF Grant Account No: 839

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

N/A

PACKET CONTENTS:

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REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	SA

**This is the form found on page 2, but should be the plan submitted the prior year updated with last year's actual revenues, expenditures, and ending cash balance.*

Adoption Date: February 21, 2012

Revision Date(s): 9/10/19

Page 1 of 4

ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 2024-2025 SITE: JH

ACCOUNT NAME: 839 SPEF Grant

PURPOSE

To purchase school supplies for classrooms based on grant awarded by Stillwater Public Education Foundation (SPEF).

SOURCE(S) OF INCOME

Grants awarded by SPEF.

PLANNED EXPENSES

Items specified in the grant award and fall within the parameters set forth by the BOE approved expenditures for the 2024-2025 school year.

SPONSOR NAME

Susan Ammons

SIGNATURE

[Handwritten signature of Susan Ammons]

PRINCIPAL/DIRECTOR

Crystal Szymanski

SIGNATURE

[Handwritten signature of Crystal Szymanski]

TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: [Handwritten signature] DATE: 2/28/24

ACCOUNT NUMBER: 839 - SPEF GRANT

BOARD OF EDUCATION APPROVAL DATE:

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2024-2025 Sponsor Name: Susan Ammons

Name of Activity Fund: SPEF Grant Account No: 839

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>0.00</u>	\$ _____
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
SPEF grant awarded	\$ <u>1,000.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>1,000.00</u>	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>1,000.00</u>	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Classroom Supplies	\$ <u>-800.00</u>	
Instructional Supplies	\$ <u>-200.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>-1,000.00</u>	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>0.00</u>	\$ _____

JH-839

STILLWATER BOARD OF EDUCATION

CFB-E1

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2023-2024 Sponsor Name: Audra Casson on behalf of SPEF

Name of Activity Fund: SPEF Grant Account No: 839

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ 2,128.00	\$ 1196
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
SPEF Grants (estimating one large grant)	\$ 5,000.00	
SPEF Grants (estimating one small grant)	\$ 2,500.00	
	\$	
	\$	
	\$	
	\$	
Total Revenues:	\$ 7,500.00	\$ 5800
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ 9,628.00	\$ 6996
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Large Grant specific expenditures	\$ -5,000.00	
Small Grant specific expenditures	\$ -4,500.00	
Return of unused portion from prior year	\$ -128.00	
	\$	
	\$	
	\$	
Total Expenditures:	\$ -9,628.00	\$ 6996
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ 0.00	\$ 0

STILLWATER BOARD OF EDUCATION

CFB-E1

ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account

Reporting School Year: 2024-2025 Sponsor Name: Kristen Swank

Name of Activity Fund: Art Account No: 876

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

N/A

PACKET CONTENTS:

FORM	FOUND ON PAGE	INITIAL IF COMPLETE
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ACTIVITY FUND SUBACCOUNT BUDGET	PAGE 3	KS
ACTIVITY FUND FUNDRAISER REQUEST(S) (pg. 4)	PAGE 4	N/A
REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	KS

**This is the form found on page 2, but should be the plan submitted the prior year updated with last year's actual revenues, expenditures, and ending cash balance.*

ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 2024-2025 SITE: SJHS

ACCOUNT NAME: 876 Art

PURPOSE

To purchase art supplies.

SOURCE(S) OF INCOME

Academic Type Income: Advertising Sales, AP Testing Fees, Awards/Prizes, Concession Sales, Contest Fees, Contributions /Donations, Fees/Fines/Dues, Field Trip Collections, BOE approved Fundraisers, Grants/Scholarships, Merchandise Sales, Redeposit of Cash-Box/Start-up Cash, Registration Costs, Reimbursements/Refunds/Rebates, Summer Camps and Ticket Sales.

PLANNED EXPENSES

Academic Type Expenses: Awards, Advertising, Camp Expenses, Cash-Box/Start-up Cash, Charitable Activities, Apparel/Uniforms, Competition Expenses, Donations, Equipment, Fees/Dues, Field Trip Expenses, Fundraising Expenses, Travel Expenses to include meals, Meeting Supplies and Refreshments, Officials/Judges, Registrations, Reimbursements, Rental Fees, Stipends, Award Banquets and other Activity related supplies and materials.

SPONSOR NAME

Kristen Swank

SIGNATURE [Handwritten Signature]

PRINCIPAL/DIRECTOR

Crystal Szymanski

SIGNATURE [Handwritten Signature]

TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: [Handwritten Signature] DATE: 8/28/24

ACCOUNT NUMBER: 876 - ART

BOARD OF EDUCATION APPROVAL DATE:

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2024-2025 Sponsor Name: Kristen Swank

Name of Activity Fund: Art Account No: 876

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>611.00</u>	\$ _____
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Student Supply Fees	\$ <u>3,900.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>3,900.00</u>	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>4,511.00</u>	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Art Supplies	\$ <u>-3,800.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>-3,800.00</u>	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>711.00</u>	\$ _____

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STILLWATER BOARD OF EDUCATION

CFB-E1

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2023-2024 Sponsor Name: Kristen Swank
 Name of Activity Fund: Art Account No: 876

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>295.93</u>	\$ <u>296</u>
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Student Supply Fees	\$ <u>3,900.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>3,900.00</u>	\$ <u>3600</u>
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>4,195.93</u>	\$ <u>3896</u>
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Art Supplies	\$ <u>-3,800.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>-3,800.00</u>	\$ <u>3285</u>
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>395.93</u>	\$ <u>611</u>

Adoption Date: February 21, 2012

Revision Date(s): 9/10/19

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as of 5/12/24

STILLWATER BOARD OF EDUCATION	CFB-E1
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ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account

Reporting School Year: 2024-2025 Sponsor Name: Samantha Allen

Name of Activity Fund: Science Account No: 880

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

N/A

PACKET CONTENTS:

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ACTIVITY FUND FUNDRAISER REQUEST(S) (pg. 4)	PAGE 4	N/A
REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	SA

**This is the form found on page 2, but should be the plan submitted the prior year updated with last year's actual revenues, expenditures, and ending cash balance.*

ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 2024-2025 SITE: SJHS

ACCOUNT NAME: 880 Science

PURPOSE

To support and enhance the students learning experience through the purchase of supplies for the Science Department.

SOURCE(S) OF INCOME

Academic Type Income: Advertising Sales, AP Testing Fees, Awards/Prizes, Concession Sales, Contest Fees, Contributions /Donations, Fees/Fines/Dues, Field Trip Collections, BOE approved Fundraisers, Grants/Scholarships, Merchandise Sales, Redeposit of Cash-Box/Start-up Cash, Registration Costs, Reimbursements/Refunds/Rebates, Summer Camps and Ticket Sales.

PLANNED EXPENSES

Academic Type Expenses: Awards, Advertising, Camp Expenses, Cash-Box/Start-up Cash, Charitable Activities, Apparel/Uniforms, Competition Expenses, Donations, Equipment, Fees/Dues, Field Trip Expenses, Fundraising Expenses, Travel Expenses to include meals, Meeting Supplies and Refreshments, Officials/Judges, Registrations, Reimbursements, Rental Fees, Stipends, Award Banquets and other Activity related supplies and materials.

SPONSOR NAME

Samantha Allen

SIGNATURE

[Handwritten signature of Samantha Allen]

PRINCIPAL/DIRECTOR

Crystal Szymanski

SIGNATURE

[Handwritten signature of Crystal Szymanski]

TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: [Handwritten signature] DATE: 8/28/24

ACCOUNT NUMBER: 880 - SCIENCE

BOARD OF EDUCATION APPROVAL DATE: _____

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2024-2025 Sponsor Name: Samantha Allen

Name of Activity Fund: Science Account No: 880

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ 566.00	\$ _____
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Donations	\$ 500.00	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ 500.00	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ 1,066.00	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Department/Classroom Supplies	\$ -650.00	
Student Awards	\$ -240.00	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ -890.00	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ 176.00	\$ _____

JH-880

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2023-2024 Sponsor Name: Samantha Allen

Name of Activity Fund: Science Account No: 880

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>871.26</u>	\$ <u>681-</u>
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Donations	\$ <u>500.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>500.00</u>	\$ <u>663-</u>
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>1,371.26</u>	\$ <u>1344-</u>
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Department/Classroom Supplies	\$ <u>-650.00</u>	
Ping Pong Launcher Awards	\$ <u>-240.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>-890.00</u>	\$ <u>778-</u>
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>481.26</u>	\$ <u>566-</u>

as of 5/12/24

STILLWATER BOARD OF EDUCATION

CFB-E1

ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account

Reporting School Year: 2024-2025 Sponsor Name: Janita Cormell

Name of Activity Fund: Speech & Drama Account No: 883

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

We started a musical theatre program this year. *We accepted donations to fund the 24-25 year. The funds will be used to purchase scripts, royalties, facility rental, backdrop rental, props, building materials, and costumes.*
ie. musical showkit = 1050.00 Backdrop Rental = 500.00
Community Center Rental = 1500.00

PACKET CONTENTS:
Play Scripts/Royalties = 300.00 to 400.00 per class

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REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	JA

*This is the form found on page 2, but should be the plan submitted the prior year updated with last year's actual revenues, expenditures, and ending cash balance.

ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 2024-2025 SITE: SJHS

ACCOUNT NAME: 883 Speech & Drama

PURPOSE

This fund will pay royalty fees and purchase scripts, props, costumes, stage supplies, set building materials, Community Center rental, backdrop rental, and cast party supplies.

SOURCE(S) OF INCOME

Academic Type Income: Advertising Sales, AP Testing Fees, Awards/Prizes, Concession Sales, Contest Fees, Contributions /Donations, Fees/Fines/Dues, Field Trip Collections, BOE approved Fundraisers, Grants/Scholarships, Merchandise Sales, Redeposit of Cash-Box/Start-up Cash, Registration Costs, Reimbursements/Refunds/Rebates, Summer Camps and Ticket Sales.

PLANNED EXPENSES

Academic Type Expenses: Awards, Advertising, Camp Expenses, Cash-Box/Start-up Cash, Charitable Activities, Apparel/Uniforms, Competition Expenses, Donations, Equipment, Fees/Dues, Field Trip Expenses, Fundraising Expenses, Travel Expenses to include meals, Meeting Supplies and Refreshments, Officials/Judges, Registrations, Reimbursements, Rental Fees, Stipends, Award Banquets and other Activity related supplies and materials.

SPONSOR NAME

Janita Cormell

SIGNATURE

Janita Cormell

PRINCIPAL/DIRECTOR

Crystal Szymanski

SIGNATURE

Crystal Szymanski

TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: [Signature] DATE: 8/28/24

ACCOUNT NUMBER: 883- SPEECH + DRAMA

BOARD OF EDUCATION APPROVAL DATE:

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2024-2025 Sponsor Name: Janita Cornell

Name of Activity Fund: Speech & Drama Account No: 883

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>4,287.00</u>	\$ _____
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Gate/Donations for Fall Shows	\$ <u>800.00</u>	
Donations from Drama Sponsors - Letter writing	\$ <u>3,000.00</u>	
Gate/Donations for Spring Show and Musical	\$ <u>3,300.00</u>	
Character Tea Fundraiser	\$ <u>500.00</u>	
Talents Show	\$ <u>500.00</u>	
	\$ _____	
Total Revenues:	\$ <u>8,100.00</u>	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>12,387.00</u>	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Scripts/Royalties/Licenses	\$ <u>-1,600.00</u>	
Musical Showkit / Facility Rental / Backdrop Rental	\$ <u>-3,500.00</u>	
Props and costumes	\$ <u>-2,000.00</u>	
Supplies for cast parties	\$ <u>-300.00</u>	
Tech for stage (state monitors, mics, cords, batteries)	\$ <u>-1,500.00</u>	
Additional Fundraiser Expenses	\$ <u>-400.00</u>	
	\$ _____	
Total Expenditures:	\$ <u>-9,300.00</u>	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>3,087.00</u>	\$ _____

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: 2024-2025 Sponsor Name: Janita Cornell

Name of Activity Fund: Speech & Drama Account No: 883

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

N/A Talent Show/Variety Show and Silent auction

PURPOSE OF RAISING FUNDS:

Funds will be used to purchase scripts, royalties, props, set items, costumes and other materials for class.

FUNDRAISER DATES: START Sept. 2024 END Dec. 2024

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. 500.00 - EST. EXP. 100.00 = EST. PROFIT \$0.00 400.00

Sponsor Signature: Janita Cornell

SPONSOR SIGNATURE

ATHLETIC DIRECTOR AUTHORIZATION (applicable only if athletic fundraiser)

PRINCIPAL AUTHORIZATION

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: END DATE:

FUNDRAISER PROFIT

ACT. INC. - ACT. EXP. = ACT. PROFIT (Reconciles to Deposits) (Reconciles to fundraiser related POs) (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: TO

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: 2024-2025 Sponsor Name: Janita Cornell

Name of Activity Fund: Speech & Drama Account No: 883

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

N/A Sponsorship Drive - Students send letters to invite people/businesses to sponsor program

PURPOSE OF RAISING FUNDS:

Purchase banners to thank sponsors, t-shirts for kids w/ sponsor names on back, purchase equipment for stage i.e. stage monitors. Drama class trips.

FUNDRAISER DATES: START Aug. 2024 END Dec. 2024

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. 3000.00 - EST. EXP. 200.00 = EST. PROFIT \$ 2800.00

Janita Cornell SPONSOR SIGNATURE

ATHLETIC DIRECTOR AUTHORIZATION (applicable only if athletic fundraiser)

Principal AUTHORIZATION

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: END DATE:

FUNDRAISER PROFIT

ACT. INC. - ACT. EXP. = ACT. PROFIT (Reconciles to Deposits) (Reconciles to fundraiser related POs) (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: TO

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: 2024-2025 Sponsor Name: Janita Cormell

Name of Activity Fund: Speech & Drama Account No: 883

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

N/A Character tea / Kids events - Students host, design, teach, serve, perform and promote.

PURPOSE OF RAISING FUNDS:

Cast parties, class trips

FUNDRAISER DATES: START Jan. 2025 END May 2025

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. 500.00 - EST. EXP. 200.00 = EST. PROFIT 300.00

SPONSOR SIGNATURE [Signature]

ATHLETIC DIRECTOR AUTHORIZATION (applicable only if athletic fundraiser)

PRINCIPAL AUTHORIZATION [Signature]

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: END DATE:

FUNDRAISER PROFIT

ACT. INC. - ACT. EXP. = ACT. PROFIT (Reconciles to Deposits) (Reconciles to fundraiser related POs) (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: TO

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: 2024-2025 Sponsor Name: Janita Cornell

Name of Activity Fund: Speech & Drama Account No: 883

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

N/A Play performance gate/donations. (Spring)

PURPOSE OF RAISING FUNDS:

Purchase scripts/royalties, props, set building, party materials, costumes and class materials.

FUNDRAISER DATES: START Jan. 2025 END May 2025

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. 800.00 - EST. EXP. 800.00 = EST. PROFIT \$ 0.00

Janita Cornell SPONSOR SIGNATURE

ATHLETIC DIRECTOR AUTHORIZATION (applicable only if athletic fundraiser)

PRINCIPAL AUTHORIZATION

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: END DATE:

FUNDRAISER PROFIT

ACT. INC. (Reconciles to Deposits) - ACT. EXP. (Reconciles to fundraiser related POs) = ACT. PROFIT (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: TO

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: 2024-2025 Sponsor Name: Janita Cornell

Name of Activity Fund: Speech & Drama Account No: 883

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

N/A Musical performance Gate/Donations (Spring)

PURPOSE OF RAISING FUNDS:

Fund next year's performance.

FUNDRAISER DATES: START Jan. 2025 END May 2025

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. 2500.00 - EST. EXP. 2500.00 = EST. PROFIT \$ 0.00
(spent in Fall 2024)

SPONSOR SIGNATURE [Signature]
PRINCIPAL AUTHORIZATION [Signature]

ATHLETIC DIRECTOR AUTHORIZATION
(applicable only if athletic fundraiser)

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: END DATE:

FUNDRAISER PROFIT

ACT. INC. - ACT. EXP. = ACT. PROFIT
(Reconciles to Deposits) (Reconciles to fundraiser related POs) (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: TO

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: 2024-2025 Sponsor Name: Janita Cornell

Name of Activity Fund: Speech & Drama Account No: 883

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

N/A Ticket Sales / Donations Fall productions

PURPOSE OF RAISING FUNDS:

Purchase scripts, royalties, class supplies, and stage equipment

FUNDRAISER DATES: START Sept. 2024 END Dec. 2024

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. 800.00 - EST. EXP. 800.00 = EST. PROFIT \$ 0.00

Janita Cornell SPONSOR SIGNATURE

ATHLETIC DIRECTOR AUTHORIZATION (applicable only if athletic fundraiser)

Principal AUTHORIZATION

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: END DATE:

FUNDRAISER PROFIT

ACT. INC. (Reconciles to Deposits) - ACT. EXP. (Reconciles to fundraiser related POs) = ACT. PROFIT (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: TO

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

JH-883

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2023-2024 Sponsor Name: Anita Cawfield

Name of Activity Fund: Speech & Drama Account No: 883

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>954.69</u>	\$ <u>1185-</u>
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
gate for Fall Shows and Spring Show	\$ <u>850.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>850.00</u>	\$ <u>13304-</u>
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>1,804.69</u>	\$ <u>14489-</u>
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
scripts	\$ <u>-355.00</u>	
royalty fees	\$ <u>-275.00</u>	
props and costumes	\$ <u>-700.00</u>	
supplies for cast parties	\$ <u>-300.00</u>	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>-1,630.00</u>	\$ <u>10202-</u>
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>174.69</u>	\$ <u>4289-</u>

as of 5/12/24

ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account

Reporting School Year: 2024-2025 Sponsor Name: Clay Jackson

Name of Activity Fund: 9th grade Art Club Account No: 904

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

N/A

PACKET CONTENTS:

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REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	JA

**This is the form found on page 2, but should be the plan submitted the prior year updated with last year's actual revenues, expenditures, and ending cash balance.*

ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 2024-2025 SITE: SJHS

ACCOUNT NAME: 904 9th grade Art Club

PURPOSE

Fund 9th grade art program and projects

SOURCE(S) OF INCOME

Academic Type Income: Advertising Sales, AP Testing Fees, Awards/Prizes, Concession Sales, Contest Fees, Contributions /Donations, Fees/Fines/Dues, Field Trip Collections, BOE approved Fundraisers, Grants/Scholarships, Merchandise Sales, Redeposit of Cash-Box/Start-up Cash, Registration Costs, Reimbursements/Refunds/Rebates, Summer Camps and Ticket Sales.

PLANNED EXPENSES

Academic Type Expenses: Awards, Advertising, Camp Expenses, Cash-Box/Start-up Cash, Charitable Activities, Apparel/Uniforms, Competition Expenses, Donations, Equipment, Fees/Dues, Field Trip Expenses, Fundraising Expenses, Travel Expenses to include meals, Meeting Supplies and Refreshments, Officials/Judges, Registrations, Reimbursements, Rental Fees, Stipends, Award Banquets and other Activity related supplies and materials.

SPONSOR NAME

Clay Jackson

SIGNATURE

Clay Jackson

PRINCIPAL/DIRECTOR

Crystal Szymanski

SIGNATURE

Crystal Szymanski

TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: [Signature] DATE: 8/28/24

ACCOUNT NUMBER: 904

BOARD OF EDUCATION APPROVAL DATE:

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2024-2025 Sponsor Name: Clay Jackson

Name of Activity Fund: 9th grade Art Club Account No: 904

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>26.00</u>	\$ _____
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Fees from students	\$ <u>2,000.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>2,000.00</u>	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>2,026.00</u>	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Art Supplies	\$ <u>-2,000.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>-2,000.00</u>	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>26.00</u>	\$ _____

JH-904

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2023-2024 Sponsor Name: Clay Jackson

Name of Activity Fund: 9th gr Art Activity fund (AF ART) Account No: 904

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>23.18</u>	\$ <u>23-</u>
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Fees from students	\$ <u>4,500.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>4,500.00</u>	\$ <u>1715-</u>
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>4,523.18</u>	\$ <u>1738-</u>
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Purchase Orders for supplies	\$ <u>-4,523.18</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>-4,523.18</u>	\$ <u>1712-</u>
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>0.00</u>	\$ <u>26-</u>

as of 5/12/24

JUNIOR HIGH

ACTIVITY FUND

PACKETS

STILLWATER BOARD OF EDUCATION

CFB-E1

ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account

Reporting School Year: 2024-2025 Sponsor Name: Kristin Janloo

Name of Activity Fund: BPA Account No: 909

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

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REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	JA

**This is the form found on page 2, but should be the plan submitted the prior year updated with last year's actual revenues, expenditures, and ending cash balance.*

ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 2024-2025 SITE: SJHS

ACCOUNT NAME: 909 BPA

PURPOSE

A student organization that promotes business skills and prepares students for their future careers.

SOURCE(S) OF INCOME

Academic Type Income: Advertising Sales, AP Testing Fees, Awards/Prizes, Concession Sales, Contest Fees, Contributions /Donations, Fees/Fines/Dues, Field Trip Collections, BOE approved Fundraisers, Grants/Scholarships, Merchandise Sales, Redeposit of Cash-Box/Start-up Cash, Registration Costs, Reimbursements/Refunds/Rebates, Summer Camps and Ticket Sales.

PLANNED EXPENSES

Academic Type Expenses: Awards, Advertising, Camp Expenses, Cash-Box/Start-up Cash, Charitable Activities, Apparel/Uniforms, Competition Expenses, Donations, Equipment, Fees/Dues, Field Trip Expenses, Fundraising Expenses, Travel Expenses to include meals, Meeting Supplies and Refreshments, Officials/Judges, Registrations, Reimbursements, Rental Fees, Stipends, Award Banquets and other Activity related supplies and materials.

SPONSOR NAME

Kristin Janloo

SIGNATURE

[Handwritten signature of Kristin Janloo]

PRINCIPAL/DIRECTOR

Crystal Szymanski

SIGNATURE

[Handwritten signature of Crystal Szymanski]

TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: [Handwritten signature] DATE: 8/28/24

ACCOUNT NUMBER: 909 - BPA

BOARD OF EDUCATION APPROVAL DATE:

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2024-2025 Sponsor Name: Kristin Janloo

Name of Activity Fund: BPA Account No: 909

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>209</u>	\$ _____
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Membership dues	\$ <u>400.</u>	
Student payments	\$ <u>200.</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>600</u>	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>809</u>	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Competition registration	\$ <u>-600.</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>-600</u>	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>209</u>	\$ _____

STILLWATER BOARD OF EDUCATION

CFB-E1

ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account

Reporting School Year: 2024-2025 Sponsor Name: Paula SheppardName of Activity Fund: FCCLA Account No: 915

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

PACKET CONTENTS:

FORM	FOUND ON PAGE	INITIAL IF COMPLETE
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REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	SA

*This is the form found on page 2, but should be the plan submitted the prior year updated with last year's actual revenues, expenditures, and ending cash balance.

ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 2024-2025 SITE: SJHS

ACCOUNT NAME: 915 FCCLA

PURPOSE

To promote student involvement in a national career and technical student organization for young men and women in Family and Consumer Science.

SOURCE(S) OF INCOME

Academic Type Income: Advertising Sales, AP Testing Fees, Awards/Prizes, Concession Sales, Contest Fees, Contributions /Donations, Fees/Fines/Dues, Field Trip Collections, BOE approved Fundraisers, Grants/Scholarships, Merchandise Sales, Redeposit of Cash-Box/Start-up Cash, Registration Costs, Reimbursements/Refunds/Rebates, Summer Camps and Ticket Sales.

PLANNED EXPENSES

Academic Type Expenses: Awards, Advertising, Camp Expenses, Cash-Box/Start-up Cash, Charitable Activities, Apparel/Uniforms, Competition Expenses, Donations, Equipment, Fees/Dues, Field Trip Expenses, Fundraising Expenses, Travel Expenses to include meals, Meeting Supplies and Refreshments, Officials/Judges, Registrations, Reimbursements, Rental Fees, Stipends, Award Banquets and other Activity related supplies and materials.

SPONSOR NAME

Paula Sheppard

SIGNATURE

Paula Sheppard

PRINCIPAL/DIRECTOR

Crystal Szymanski

SIGNATURE

Crystal Szymanski

TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: Karol Bogdan DATE: 8/28/24

ACCOUNT NUMBER: 915

BOARD OF EDUCATION APPROVAL DATE:

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2024-2025 Sponsor Name: Paula Sheppard

Name of Activity Fund: FCCLA Account No: 915

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>517.00</u>	\$ _____
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Membership dues	\$ <u>500.00</u>	
Donations	\$ <u>200.00</u>	
Fundraiser Event	\$ <u>1,000.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>1,700.00</u>	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>2,217.00</u>	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Dues	\$ <u>-300.00</u>	
Competition/Registration Expenses	\$ <u>-350.00</u>	
Club Shirts	\$ <u>-200.00</u>	
Fundraiser Expenses	\$ <u>-500.00</u>	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>-1,350.00</u>	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>867.00</u>	\$ _____

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: 2024-2025 Sponsor Name: Paula Sheppard

Name of Activity Fund: FCCLA Account No: 915

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

MPact Bracelet sales

PURPOSE OF RAISING FUNDS:

To support FCCLA activities and decrease costs to students

FUNDRAISER DATES: START 09/01/2024 END 09/30/2024

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. \$ 1,000.00 - EST. EXP. -\$ 500.00 = EST. PROFIT \$ 500.00

Paula Sheppard SPONSOR SIGNATURE

ATHLETIC DIRECTOR AUTHORIZATION (applicable only if athletic fundraiser)

Principal AUTHORIZATION

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: END DATE:

FUNDRAISER PROFIT

ACT. INC. - ACT. EXP. = ACT. PROFIT (Reconciles to Deposits) (Reconciles to fundraiser related POs) (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: TO

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

JH-415

STILLWATER BOARD OF EDUCATION

CFB-E1

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2023-2024 Sponsor Name: Paula Sheppard

Name of Activity Fund: FCCLA Account No: 915

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>708.49</u>	\$ <u>706</u>
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Membership dues	\$ <u>500.00</u>	
Donations	\$ <u>200.00</u>	
	\$ _____	
	\$ _____	
	\$ _____	
	\$ _____	
Total Revenues:	\$ <u>700.00</u>	\$ <u>594</u>
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>1,408.49</u>	\$ <u>1300</u>
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Dues	\$ <u>-300.00</u>	
Competition/Registration Expenses	\$ <u>-350.00</u>	
Club Shirts	\$ <u>-200.00</u>	
	\$ _____	
	\$ _____	
	\$ _____	
Total Expenditures:	\$ <u>-850.00</u>	\$ <u>783</u>
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>558.49</u>	\$ <u>517</u>

Adoption Date: February 21, 2012

Revision Date(s): 9/10/19

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as of 5/12/24

STILLWATER BOARD OF EDUCATION

CFB-E1

ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account

Reporting School Year: 2024-2025 Sponsor Name: Rebecca Palmatary

Name of Activity Fund: Robotics Account No: 932

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

The new game and fields will be ordered July/Aug. 2024 at about \$700 each so funds are needed to be able to purchase these items as soon as summer is over.

PACKET CONTENTS:

FORM	FOUND ON PAGE	INITIAL IF COMPLETE
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ACTIVITY FUND FUNDRAISER REQUEST(S) (pg. 4)	PAGE 4	RP SA
REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	RP SA

**This is the form found on page 2, but should be the plan submitted the prior year updated with last year's actual revenues, expenditures, and ending cash balance.*

ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 2024-2025 SITE: SJHS

ACCOUNT NAME: 932 Robotics

PURPOSE

Offset costs of materials and fees associated with VEX Robotics.

SOURCE(S) OF INCOME

Academic Type Income: Advertising Sales, AP Testing Fees, Awards/Prizes, Concession Sales, Contest Fees, Contributions /Donations, Fees/Fines/Dues, Field Trip Collections, BOE approved Fundraisers. Grants/Scholarships, Merchandise Sales, Redeposit of Cash-Box/Start-up Cash, Registration Costs, Reimbursements/Refunds/Rebates, Summer Camps and Ticket Sales.

PLANNED EXPENSES

Academic Type Expenses: Awards, Advertising, Camp Expenses, Cash-Box/Start-up Cash, Charitable Activities, Apparel/Uniforms, Competition Expenses, Donations, Equipment, Fees/Dues, Field Trip Expenses, Fundraising Expenses, Travel Expenses to include meals, Meeting Supplies and Refreshments, Officials/Judges, Registrations, Reimbursements, Rental Fees, Stipends, Award Banquets and other Activity related supplies and materials.

SPONSOR NAME

Rebecca Palmatary

SIGNATURE

[Handwritten signature]

PRINCIPAL/DIRECTOR

Crystal Szymanski

SIGNATURE

[Handwritten signature]

TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: [Handwritten signature] DATE: 8/28/24

ACCOUNT NUMBER: 932 - ROBOTICS

BOARD OF EDUCATION APPROVAL DATE: _____

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2024-2025 Sponsor Name: Rebecca Palmatary

Name of Activity Fund: Robotics Account No: 932

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>2,094.00</u>	\$ _____
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Fundraising Event	\$ <u>2,700.00</u>	
Donations	\$ <u>500.00</u>	
Dues from students	\$ <u>4,200.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>7,400.00</u>	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>9,494.00</u>	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Fundraising expenses	\$ <u>-700.00</u>	
Event registrations	\$ <u>-4,000.00</u>	
Robotic supplies	\$ <u>-1,000.00</u>	
Travel expenses	\$ <u>-2,000.00</u>	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>-7,700.00</u>	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>1,794.00</u>	\$ _____

STILLWATER BOARD OF EDUCATION

CFB-E1

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: 2024-2025 Sponsor Name: Rebecca Palmatary

Name of Activity Fund: Robotics Account No: 932

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

Sell Krispy Kreme Donuts

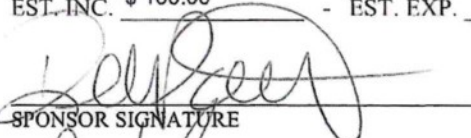
PURPOSE OF RAISING FUNDS:

Offset costs of program materials and entry fees

FUNDRAISER DATES: START 10/01/2024 END 12/15/2024

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. \$ 100.00 - EST. EXP. \$ 0.00 = EST. PROFIT \$ 100.00


SPONSOR SIGNATURE

ATHLETIC DIRECTOR AUTHORIZATION
(applicable only if athletic fundraiser)


PRINCIPAL AUTHORIZATION

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: _____ END DATE: _____

FUNDRAISER PROFIT

ACT. INC. _____ - ACT. EXP. _____ = ACT. PROFIT _____
(Reconciles to Deposits) (Reconciles to fundraiser related POs) (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: _____ TO _____

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

STILLWATER BOARD OF EDUCATION

CFB-E1

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: 2024-2025 Sponsor Name: Rebecca Palmatary

Name of Activity Fund: Robotics Account No: 932

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

Host of VRC Middle/High School Robotics tournament at SJHS

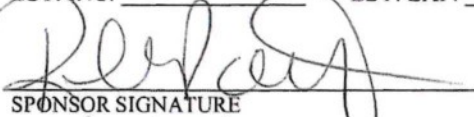
PURPOSE OF RAISING FUNDS:

Offset costs of program materials and entry fees

FUNDRAISER DATES: START 11/08/2024 END 11/09/2024

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. \$ 1,000.00 EST. EXP. -\$ 500.00 = EST. PROFIT \$ 500.00


SPONSOR SIGNATURE

ATHLETIC DIRECTOR AUTHORIZATION
(applicable only if athletic fundraiser)


PRINCIPAL AUTHORIZATION

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: _____ END DATE: _____

FUNDRAISER PROFIT

ACT. INC. _____ - ACT. EXP. _____ = ACT. PROFIT _____
(Reconciles to Deposits) (Reconciles to fundraiser related POs) (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: _____ TO _____

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

STILLWATER BOARD OF EDUCATION

CFB-E1

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: 2024-2025 Sponsor Name: Rebecca Palmatary

Name of Activity Fund: Robotics Account No: 932

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

Sell lollipops from Ozark Delight

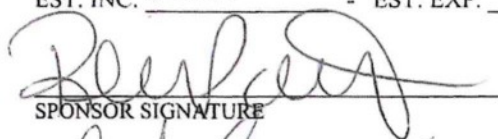
PURPOSE OF RAISING FUNDS:

Offset costs of program materials and entry fees

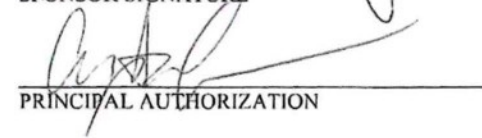
FUNDRAISER DATES: START 08/15/2024 END 12/15/2024

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. \$ 100.00 - EST. EXP. \$ 0.00 = EST. PROFIT \$ 100.00


SPONSOR SIGNATURE

ATHLETIC DIRECTOR AUTHORIZATION
(applicable only if athletic fundraiser)


PRINCIPAL AUTHORIZATION

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: _____ END DATE: _____

FUNDRAISER PROFIT

ACT. INC. _____ - ACT. EXP. _____ = ACT. PROFIT _____
(Reconciles to Deposits) (Reconciles to fundraiser related POs) (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: _____ TO _____

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

STILLWATER BOARD OF EDUCATION

CFB-E1

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: 2024-2025 Sponsor Name: Rebecca Palmatary

Name of Activity Fund: Robotics Account No: 932

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

3rd annual Trivia night

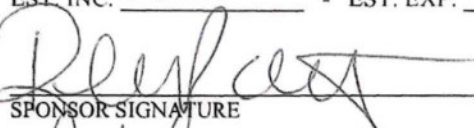
PURPOSE OF RAISING FUNDS:

Offset costs of program materials and entry fees

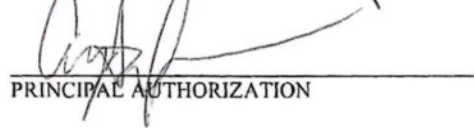
FUNDRAISER DATES: START 08/15/2024 END 12/15/2024

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. \$ 1,200.00 - EST. EXP. -\$ 200.00 = EST. PROFIT \$ 1,000.00


SPONSOR SIGNATURE

ATHLETIC DIRECTOR AUTHORIZATION
(applicable only if athletic fundraiser)


PRINCIPAL AUTHORIZATION

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: _____ END DATE: _____

FUNDRAISER PROFIT

ACT. INC. _____ - ACT. EXP. _____ = ACT. PROFIT _____
(Reconciles to Deposits) (Reconciles to fundraiser related POs) (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: _____ TO _____

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

STILLWATER BOARD OF EDUCATION

CFB-E1

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: 2024-2025 Sponsor Name: Rebecca Palmatary

Name of Activity Fund: SJHS Robotics Account No: 932

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

Students will lead Saturday STEM lesson for elementary aged students.


PURPOSE OF RAISING FUNDS:

Cover cost of State and Worlds competition.

FUNDRAISER DATES: START 08/01/2024 END 12/20/2024

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. \$ 900.00 - EST. EXP. -\$ 400.00 = EST. PROFIT \$ 500.00


SPONSOR SIGNATURE

ATHLETIC DIRECTOR AUTHORIZATION
(applicable only if athletic fundraiser)

PRINCIPAL AUTHORIZATION

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: _____ END DATE: _____

FUNDRAISER PROFIT

ACT. INC. _____ - ACT. EXP. _____ = ACT. PROFIT _____
(Reconciles to Deposits) (Reconciles to fundraiser related POs) (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: _____ TO _____

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

JH-932

STILLWATER BOARD OF EDUCATION

CFB-E1

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2023-2024 Sponsor Name: Rebecca Palmatary

Name of Activity Fund: SJHS Robotics Account No: 932

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ 3,127.00	\$ 3127
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Fundraising Events	\$ 2,700.00	
Donations	\$ 500.00	
Dues from students	\$ 4,200.00	
	\$	
	\$	
	\$	
Total Revenues:	\$ 7,400.00	\$ 29231
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ 10,527.00	\$ 32358
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Fundraising Expenses	\$ -500.00	
Competition/Registration Expenses	\$ -750.00	
State Registration	\$ -400.00	
Worlds Registration	\$ -1,200.00	
Parts	\$ -1,000.00	
	\$	
Total Expenditures:	\$ -3,850.00	\$ 30264
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ 6,677.00	\$ 2094

Adoption Date: February 21, 2012

Revision Date(s): 9/10/19

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as of 5/12/24

STILLWATER BOARD OF EDUCATION	CFB-E1
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ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account

Reporting School Year: 2024-2025 Sponsor Name: Tisha Gossman

Name of Activity Fund: Peer Partners Account No: 934

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

PACKET CONTENTS:

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ACTIVITY FUND FUNDRAISER REQUEST(S) (pg. 4)	PAGE 4	JG SA
REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	SA

**This is the form found on page 2, but should be the plan submitted the prior year updated with last year's actual revenues, expenditures, and ending cash balance.*

ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 2024-2025 SITE: SJHS

ACCOUNT NAME: 934 Peer Partners

PURPOSE

To provide supplies for the Life Skills Courses.

SOURCE(S) OF INCOME

Academic Type Income: Advertising Sales, AP Testing Fees, Awards/Prizes, Concession Sales, Contest Fees, Contributions /Donations, Fees/Fines/Dues, Field Trip Collections, BOE approved Fundraisers, Grants/Scholarships, Merchandise Sales, Redeposit of Cash-Box/Start-up Cash, Registration Costs, Reimbursements/Refunds/Rebates, Summer Camps and Ticket Sales.

PLANNED EXPENSES

Academic Type Expenses: Awards, Advertising, Camp Expenses, Cash-Box/Start-up Cash, Charitable Activities, Apparel/Uniforms, Competition Expenses, Donations, Equipment, Fees/Dues, Field Trip Expenses, Fundraising Expenses, Travel Expenses to include meals, Meeting Supplies and Refreshments, Officials/Judges, Registrations, Reimbursements, Rental Fees, Stipends, Award Banquets and other Activity related supplies and materials.

SPONSOR NAME

Tisha Bossman

SIGNATURE

[Handwritten Signature]

PRINCIPAL/DIRECTOR

Crystal Szymanski

SIGNATURE

[Handwritten Signature]

TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: [Handwritten Signature] DATE: 8/28/24

ACCOUNT NUMBER: 934

BOARD OF EDUCATION APPROVAL DATE:

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2024-2025 Sponsor Name: Tisha Gossman

Name of Activity Fund: Peer Partners Account No: 934

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>666.00</u>	\$ _____
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Fundraising Event - Coffee Cart	\$ <u>500.00</u>	
Grants	\$ <u>295.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>795.00</u>	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>1,461.00</u>	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Fundraising Expenses - Coffee Cart Supplies	\$ <u>-400.00</u>	
Life Skills supplies	\$ <u>-200.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>-600.00</u>	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>861.00</u>	\$ _____

STILLWATER BOARD OF EDUCATION

CFB-E1

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: 2024-2025 Sponsor Name: Tisha Gossman

Name of Activity Fund: Peer Partners Account No: 934

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

Coffee, drinks and snacks will be sold to SPS employees around the JH building by students working on life skills, social skills and adaptive skills

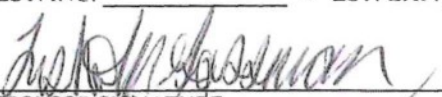
PURPOSE OF RAISING FUNDS:

To replenish the coffee cart stock throughout the year, to fund student field trips and teach application life skills.

FUNDRAISER DATES: START 09/04/2024 END 04/19/2025

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. \$ 500.00 - EST. EXP. -\$ 400.00 = EST. PROFIT \$ 100.00


SPONSOR SIGNATURE

ATHLETIC DIRECTOR AUTHORIZATION
(applicable only if athletic fundraiser)

PRINCIPAL AUTHORIZATION

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: _____ END DATE: _____

FUNDRAISER PROFIT

ACT. INC. _____ - ACT. EXP. _____ = ACT. PROFIT _____
(Reconciles to Deposits) (Reconciles to fundraiser related POs) (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: _____ TO _____

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2023-2024 Sponsor Name: Jaycee Ardrey

Name of Activity Fund: Peer Partners Account No: 934

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ 0.00	\$ 0
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Fundraising Event - Coffee Cart	\$ 500.00	
Grants	\$ 294.64	
	\$	
	\$	
	\$	
	\$	
Total Revenues:	\$ 794.64	\$ 792-
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ 794.64	\$ 792-
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Fundraising Expenses - Coffee Cart Supplies	\$ -400.00	
Life Skills supplies	\$ -200.00	
	\$	
	\$	
	\$	
	\$	
Total Expenditures:	\$ -600.00	\$ 1210
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ 194.64	\$ 666

as of 5/12/24

STILLWATER BOARD OF EDUCATION	CFB-E1
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ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account

Reporting School Year: 2024-2025 Sponsor Name: R Palmatary/A Welsh

Name of Activity Fund: STEM/PLTW Account No: 936

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

When we expanded the STEM program to 6 sections we didn't know that we would receive a \$15,000 lottery grant, that Career Tech would fully fund the second program, or that the new program would get a start up grant of \$5,000. All 3 of those items added extra money to our classrooms and none of them allowed any carry over. However, 2 of those items will not be available to our classes next year.

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REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	RP SA

**This is the form found on page 2, but should be the plan submitted the prior year updated with last year's actual revenues, expenditures, and ending cash balance.*

ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 2024-2025 SITE: SJHS

ACCOUNT NAME: 936 STEM/PLTW

PURPOSE

To provide hands on supplies for PLTW classes.

SOURCE(S) OF INCOME

Academic Type Income: Advertising Sales, AP Testing Fees, Awards/Prizes, Concession Sales, Contest Fees, Contributions /Donations, Fees/Fines/Dues, Field Trip Collections, BOE approved Fundraisers, Grants/Scholarships, Merchandise Sales, Redeposit of Cash-Box/Start-up Cash, Registration Costs, Reimbursements/Refunds/Rebates, Summer Camps and Ticket Sales.

PLANNED EXPENSES

Academic Type Expenses: Awards, Advertising, Camp Expenses, Cash-Box/Start-up Cash, Charitable Activities, Apparel/Uniforms, Competition Expenses, Donations, Equipment, Fees/Dues, Field Trip Expenses, Fundraising Expenses, Travel Expenses to include meals, Meeting Supplies and Refreshments, Officials/Judges, Registrations, Reimbursements, Rental Fees, Stipends, Award Banquets and other Activity related supplies and materials.

SPONSOR NAME

R Palmatary/A Welsh

SIGNATURE

[Handwritten signature]

PRINCIPAL/DIRECTOR

Crystal Szymanski

SIGNATURE

[Handwritten signature]

TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: [Handwritten signature] DATE: 8/28/24

ACCOUNT NUMBER: 936

BOARD OF EDUCATION APPROVAL DATE:

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2024-2025 Sponsor Name: R Palmatary/A Welsh

Name of Activity Fund: STEM/PLTW Account No: 936

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>2,450.00</u>	\$ _____
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Dues from students	\$ <u>1,800.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>1,800.00</u>	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>4,250.00</u>	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Classroom Supples	\$ <u>-3,600.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>-3,600.00</u>	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>650.00</u>	\$ _____

JH-936

STILLWATER BOARD OF EDUCATION

CFB-E1

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2023-2024 Sponsor Name: Rebecca Palmatary

Name of Activity Fund: STEM/PLTW Account No: 936

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ 1,125.13	\$ 1125-
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Dues from students	\$ 1,800.00	
	\$	
	\$	
	\$	
	\$	
	\$	
Total Revenues:	\$ 1,800.00	\$ 1325-
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ 2,925.13	\$ 2450-
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Classroom supplies	\$ -1,800.00	
	\$	
	\$	
	\$	
	\$	
	\$	
Total Expenditures:	\$ -1,800.00	\$ 0
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ 1,125.13	\$ 2450-

Adoption Date: February 21, 2012

Revision Date(s): 9/10/19

Page 3 of 4

as of 5/12/24

STILLWATER BOARD OF EDUCATION

CFB-E1

ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account

Reporting School Year: 2024-2025 Sponsor Name: Paula Sheppard

Name of Activity Fund: FACS Account No: 939

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

PACKET CONTENTS:

FORM	FOUND ON PAGE	INITIAL IF COMPLETE
APPROVAL OF ACCOUNT FORM	PAGE 2	PS
ACTIVITY FUND SUBACCOUNT BUDGET	PAGE 3	PS
ACTIVITY FUND FUNDRAISER REQUEST(S) (pg. 4)	PAGE 4	N/A
REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	PS

**This is the form found on page 2, but should be the plan submitted the prior year updated with last year's actual revenues, expenditures, and ending cash balance.*

ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 2024-2025 SITE: SJHS

ACCOUNT NAME: 939 FACS

PURPOSE

To purchase classroom supplies for class projects.

SOURCE(S) OF INCOME

Academic Type Income: Advertising Sales, AP Testing Fees, Awards/Prizes, Concession Sales, Contest Fees, Contributions /Donations, Fees/Fines/Dues, Field Trip Collections, BOE approved Fundraisers, Grants/Scholarships, Merchandise Sales, Redeposit of Cash-Box/Start-up Cash, Registration Costs, Reimbursements/Refunds/Rebates, Summer Camps and Ticket Sales.

PLANNED EXPENSES

Academic Type Expenses: Awards, Advertising, Camp Expenses, Cash-Box/Start-up Cash, Charitable Activities, Apparel/Uniforms, Competition Expenses, Donations, Equipment, Fees/Dues, Field Trip Expenses, Fundraising Expenses, Travel Expenses to include meals, Meeting Supplies and Refreshments, Officials/Judges, Registrations, Reimbursements, Rental Fees, Stipends, Award Banquets and other Activity related supplies and materials.

SPONSOR NAME

Paula Sheppard

SIGNATURE

Paula Sheppard

PRINCIPAL/DIRECTOR

Crystal Szymanski

SIGNATURE

Crystal Szymanski

TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: Karul Borna DATE: 8/28/24

ACCOUNT NUMBER: 939 - FACS

BOARD OF EDUCATION APPROVAL DATE:

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2024-2025 Sponsor Name: Paula Sheppard

Name of Activity Fund: FACS Account No: 939

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>255.00</u>	\$ _____
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>0.00</u>	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>255.00</u>	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Classroom Supplies	\$ <u>-255.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>-255.00</u>	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>0.00</u>	\$ _____

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: 2024-2025 Sponsor Name: Paula Sheppard

Name of Activity Fund: FACS Account No: 939

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

N/A

PURPOSE OF RAISING FUNDS:

FUNDRAISER DATES: START END

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. - EST. EXP. = EST. PROFIT \$ 0.00

Paula Sheppard

SPONSOR SIGNATURE

ATHLETIC DIRECTOR AUTHORIZATION (applicable only if athletic fundraiser)

Principal Authorization signature

PRINCIPAL AUTHORIZATION

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: END DATE:

FUNDRAISER PROFIT

ACT. INC. - ACT. EXP. = ACT. PROFIT (Reconciles to Deposits) (Reconciles to fundraiser related POs) (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: TO

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

JH-437

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2023-2024 Sponsor Name: Paula Sheppard

Name of Activity Fund: FACS Account No: 939

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>254.00</u>	\$ <u>255</u>
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>0.00</u>	\$ <u>0</u>
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>254.00</u>	\$ <u>255</u>
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Classroom Supples	\$ <u>-254.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>-254.00</u>	\$ <u>0</u>
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>0.00</u>	\$ <u>255</u>

as of 5/12/24

STILLWATER BOARD OF EDUCATION

CFB-E1

ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account

Reporting School Year: 2024-2025 Sponsor Name: Melissa Sutton

Name of Activity Fund: Student Council Account No: 946

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

N/A Due to 23-24 spending large amount carried over from 22-23.

PACKET CONTENTS:

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ACTIVITY FUND FUNDRAISER REQUEST(S) (pg. 4)	PAGE 4	SA
REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	SA

**This is the form found on page 2, but should be the plan submitted the prior year updated with last year's actual revenues, expenditures, and ending cash balance.*

ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 2024-2025 SITE: SJHS

ACCOUNT NAME: 946 Student Council

PURPOSE

SJHS Student Council exists for two reasons - (1) to grow and support SJHS school spirit and, (2) to support, grow and master leadership understanding and skills for individual student council members so each member may participate/contribute in their personal leadership journey.

SOURCE(S) OF INCOME

Academic Type Income: Advertising Sales, AP Testing Fees, Awards/Prizes, Concession Sales, Contest Fees, Contributions /Donations, Fees/Fines/Dues, Field Trip Collections, BOE approved Fundraisers, Grants/Scholarships, Merchandise Sales, Redeposit of Cash-Box/Start-up Cash, Registration Costs, Reimbursements/Refunds/Rebates, Summer Camps and Ticket Sales.

PLANNED EXPENSES

Academic Type Expenses: Awards, Advertising, Camp Expenses, Cash-Box/Start-up Cash, Charitable Activities, Apparel/Uniforms, Competition Expenses, Donations, Equipment, Fees/Dues, Field Trip Expenses, Fundraising Expenses, Travel Expenses to include meals, Meeting Supplies and Refreshments, Officials/Judges, Registrations, Reimbursements, Rental Fees, Stipends, Award Banquets and other Activity related supplies and materials.

SPONSOR NAME

Melissa Sutton

SIGNATURE

[Handwritten signature of Melissa Sutton]

PRINCIPAL/DIRECTOR

Crystal Szymanski

SIGNATURE

[Handwritten signature of Crystal Szymanski]

TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: [Handwritten signature] DATE: 8/28/24

ACCOUNT NUMBER: 946 - STUDENT COUNCIL

BOARD OF EDUCATION APPROVAL DATE: _____

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2024-2025 Sponsor Name: Melissa Sutton

Name of Activity Fund: Student Council Account No: 946

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>1,621.00</u>	\$ _____
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Fundraising Event	\$ <u>4,500.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>4,500.00</u>	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>6,121.00</u>	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Fundraising expenses	\$ <u>-3,200.00</u>	
_____	\$ _____	
Event registrations	\$ <u>-200.00</u>	
_____	\$ _____	
Meeting supplies and refreshments	\$ <u>-200.00</u>	
_____	\$ _____	
Travel expenses	\$ <u>-200.00</u>	
_____	\$ _____	
Student awards	\$ <u>-200.00</u>	
_____	\$ _____	
Total Expenditures:	\$ <u>-4,000.00</u>	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>2,121.00</u>	\$ _____

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: 2024-2025 Sponsor Name: Melissa Sutton

Name of Activity Fund: Student Council Account No: 946

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

Fall Dance

PURPOSE OF RAISING FUNDS:

To fund student led activities


FUNDRAISER DATES: START 09/01/2024 END 11/30/2024

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. \$ 3,500.00 - EST. EXP. -\$ 2,900.00 = EST. PROFIT \$ 600.00


SPONSOR SIGNATURE

ATHLETIC DIRECTOR AUTHORIZATION
(applicable only if athletic fundraiser)


PRINCIPAL AUTHORIZATION

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: _____ END DATE: _____

FUNDRAISER PROFIT

ACT. INC. _____ - ACT. EXP. _____ = ACT. PROFIT _____
(Reconciles to Deposits) (Reconciles to fundraiser related POs) (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: _____ TO _____

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

STILLWATER BOARD OF EDUCATION

CFB-E1

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: 2024-2025 Sponsor Name: Melissa Sutton

Name of Activity Fund: Student Council Account No: 946

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

T-shirts sales

PURPOSE OF RAISING FUNDS:

To fund student led activities

FUNDRAISER DATES: START 09/01/2024 END 04/15/2025

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. \$ 1,000.00 - EST. EXP. -\$ 300.00 = EST. PROFIT \$ 600.00

Sponsor signature and Principal authorization lines

ATHLETIC DIRECTOR AUTHORIZATION (applicable only if athletic fundraiser)

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: END DATE:

FUNDRAISER PROFIT

ACT. INC. - ACT. EXP. = ACT. PROFIT (Reconciles to Deposits) (Reconciles to fundraiser related POs) (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: TO

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

JH 470

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2023-2024 Sponsor Name: Chris Primeaux

Name of Activity Fund: Student Council Account No: 946

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ 3,052.15	\$ 3052-
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Fundraising Events	\$ 3,500.00	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ 3,500.00	\$ 3228-
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ 6,552.15	\$ 6280-
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Fundraising Expenses	\$ -2,900.00	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ -2,900.00	\$ 4659-
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ 3,652.15	\$ 1621-

as of 5/12/24

5H-4471

Academic

STILLWATER BOARD OF EDUCATION

CFB-E1

ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account

Reporting School Year: 2024-2025 Sponsor Name: Adam Welsh

Name of Activity Fund: TSA Account No: 947

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

N/A Due to 22-23 carry over.

PACKET CONTENTS:

FORM	FOUND ON PAGE	INITIAL IF COMPLETE
APPROVAL OF ACCOUNT FORM	PAGE 2	AW SA
ACTIVITY FUND SUBACCOUNT BUDGET	PAGE 3	AW SA
ACTIVITY FUND FUNDRAISER REQUEST(S) (pg. 4)	PAGE 4	AW SA
REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	AW SA

**This is the form found on page 2, but should be the plan submitted the prior year updated with last year's actual revenues, expenditures, and ending cash balance.*

Adoption Date: February 21, 2012

Revision Date(s): 9/10/19

ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 2024-2025 SITE: SJHS

ACCOUNT NAME: 947 TSA

PURPOSE

Offset costs of materials and fees associated with the program.

SOURCE(S) OF INCOME

Academic Type Income: Advertising Sales, AP Testing Fees, Awards/Prizes, Concession Sales, Contest Fees, Contributions /Donations, Fees/Fines/Dues, Field Trip Collections, BOE approved Fundraisers, Grants/Scholarships, Merchandise Sales, Redeposit of Cash-Box/Start-up Cash, Registration Costs, Reimbursements/Refunds/Rebates, Summer Camps and Ticket Sales.

PLANNED EXPENSES

Academic Type Expenses: Awards, Advertising, Camp Expenses, Cash-Box/Start-up Cash, Charitable Activities, Apparel/Uniforms, Competition Expenses, Donations, Equipment, Fees/Dues, Field Trip Expenses, Fundraising Expenses, Travel Expenses to include meals, Meeting Supplies and Refreshments, Officials/Judges, Registrations, Reimbursements, Rental Fees, Stipends, Award Banquets and other Activity related supplies and materials.

SPONSOR NAME

Adam Welsh

SIGNATURE

[Handwritten signature of Adam Welsh]

PRINCIPAL/DIRECTOR

Crystal Szymanski

SIGNATURE

[Handwritten signature of Crystal Szymanski]

TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: [Handwritten signature] DATE: 8/28/24

ACCOUNT NUMBER: 947 - TSA

BOARD OF EDUCATION APPROVAL DATE:

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2024-2025 Sponsor Name: Adam Welsh

Name of Activity Fund: TSA Account No: 947

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>1,688.00</u>	\$ _____
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Fundraising Event	\$ <u>900.00</u>	
Donations	\$ <u>200.00</u>	
Dues from students	\$ <u>600.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>1,700.00</u>	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>3,388.00</u>	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Fundraising expenses	\$ <u>-100.00</u>	
Event registrations	\$ <u>-500.00</u>	
Club Shirts	\$ <u>-200.00</u>	
Meeting and Event supplies	\$ <u>-200.00</u>	
Student led activities	\$ <u>-600.00</u>	
_____	\$ _____	
Total Expenditures:	\$ <u>-1,600.00</u>	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>1,788.00</u>	\$ _____

STILLWATER BOARD OF EDUCATION

CFB-E1

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: 2024-2025 Sponsor Name: Adam Welsh

Name of Activity Fund: TSA Account No: 947

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

Sell Little Caesars Pizza Kits

PURPOSE OF RAISING FUNDS:

Offset costs of program materials and entry fees

FUNDRAISER DATES: START 08/01/2024 END 12/15/2024

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. \$ 100.00 - EST. EXP. \$ 0.00 = EST. PROFIT \$ 100.00


SPONSOR SIGNATURE

ATHLETIC DIRECTOR AUTHORIZATION
(applicable only if athletic fundraiser)

PRINCIPAL AUTHORIZATION

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: _____ END DATE: _____

FUNDRAISER PROFIT

ACT. INC. _____ - ACT. EXP. _____ = ACT. PROFIT _____
(Reconciles to Deposits) (Reconciles to fundraiser related POs) (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: _____ TO _____

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

STILLWATER BOARD OF EDUCATION

CFB-E1

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: 2024-2025 Sponsor Name: Adam Welsh

Name of Activity Fund: TSA Account No: 947

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

STEM Saturdays: Sessions where elementary aged students and their families come to participate in a STEM lesson.

PURPOSE OF RAISING FUNDS:

Offset costs of program materials and entry fees

FUNDRAISER DATES: START 08/01/2024 END 12/15/2024

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. \$ 200.00 - EST. EXP. -\$ 100.00 = EST. PROFIT \$ 100.00

SPONSOR SIGNATURE



ATHLETIC DIRECTOR AUTHORIZATION
(applicable only if athletic fundraiser)

PRINCIPAL AUTHORIZATION

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: _____ END DATE: _____

FUNDRAISER PROFIT

ACT. INC. _____ - ACT. EXP. _____ = ACT. PROFIT _____
(Reconciles to Deposits) (Reconciles to fundraiser related POs) (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: _____ TO _____

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

JH-947

STILLWATER BOARD OF EDUCATION

CFB-E1

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: 2024-2025 Sponsor Name: Adam Welsh

Name of Activity Fund: TSA Account No: 947

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

Sell Lollipops from Ozark Delight

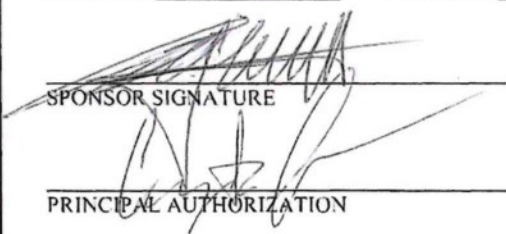
PURPOSE OF RAISING FUNDS:

Offset costs of program materials and entry fees

FUNDRAISER DATES: START 08/01/2024 END 12/15/2024

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. \$ 100.00 - EST. EXP. \$ 0.00 = EST. PROFIT \$ 100.00


SPONSOR SIGNATURE

ATHLETIC DIRECTOR AUTHORIZATION
(applicable only if athletic fundraiser)

PRINCIPAL AUTHORIZATION

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: _____ END DATE: _____

FUNDRAISER PROFIT

ACT. INC. _____ - ACT. EXP. _____ = ACT. PROFIT _____
(Reconciles to Deposits) (Reconciles to fundraiser related POs) (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: _____ TO _____

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

JH-947

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: 2024-2025 Sponsor Name: Adam Welsh

Name of Activity Fund: TSA Account No: 947

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

Sell World's Finest Chocolate Bars

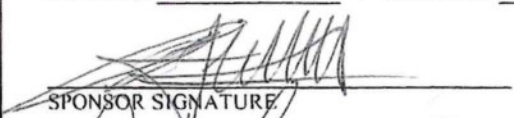
PURPOSE OF RAISING FUNDS:

Offset costs of program materials and entry fees

FUNDRAISER DATES: START 08/01/2024 END 12/15/2024

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. \$ 500.00 - EST. EXP. \$ 0.00 = EST. PROFIT \$ 500.00


SPONSOR SIGNATURE

ATHLETIC DIRECTOR AUTHORIZATION
(applicable only if athletic fundraiser)


PRINCIPAL AUTHORIZATION

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: _____ END DATE: _____

FUNDRAISER PROFIT

ACT. INC. _____ - ACT. EXP. _____ = ACT. PROFIT _____
(Reconciles to Deposits) (Reconciles to fundraiser related POs) (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: _____ TO _____

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

JH-441

STILLWATER BOARD OF EDUCATION

CFB-E1

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2023-2024 Sponsor Name: Rebecca Palmatary

Name of Activity Fund: TSA Account No: 947

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ 1,201.83	\$ 1113-
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Fundraising	\$ 800.00	
Donations	\$ 200.00	
Dues from students	\$ 600.00	
	\$	
	\$	
	\$	
Total Revenues:	\$ 1,600.00	\$ 2615-
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ 2,801.83	\$ 3728-
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Fundraising Expenses	\$ -100.00	
Competition/Registration Expenses	\$ -500.00	
Club Shirts	\$ -200.00	
	\$	
	\$	
	\$	
Total Expenditures:	\$ -800.00	\$ 2040-
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ 2,001.83	\$ 1688-

Adoption Date: February 21, 2012

Revision Date(s): 9/10/19

Page 3 of 4

as of 5/12/24

STILLWATER BOARD OF EDUCATION

CFB-E1

ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account

Reporting School Year: 2024-2025 Sponsor Name: Kristin Janloo

Name of Activity Fund: Yearbook Account No: 951

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

N/A due to 22-23 carry over

PACKET CONTENTS:

FORM	FOUND ON PAGE	INITIAL IF COMPLETE
APPROVAL OF ACCOUNT FORM	PAGE 2	KA
ACTIVITY FUND SUBACCOUNT BUDGET	PAGE 3	KA
ACTIVITY FUND FUNDRAISER REQUEST(S) (pg. 4)	PAGE 4	KA
REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	KA

**This is the form found on page 2, but should be the plan submitted the prior year updated with last year's actual revenues, expenditures, and ending cash balance.*

ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 2024-2025 SITE: SJHS

ACCOUNT NAME: 951 Yearbook

PURPOSE

To produce and sell yearbooks.

SOURCE(S) OF INCOME

Yearbook Type Income: Advertising Sales, Awards/Prizes, Concession Sales, Contest Fees, Contributions/Donations, Fees/Fines/Dues, BOE approved Fundraisers, Grants/Scholarships, Merchandise Sales, Redeposit of Cash-Box/Start-up Cash, Reimbursements/Refunds/Rebates, School Picture Commissions, Student Payments and Yearbook/Agenda Sales.

PLANNED EXPENSES

Yearbook Type Expenses: Awards, Advertising, Books, Cash-Box/Start-up Cash, Charitable Activities, Apparel/Uniforms, Competition Expenses, Donations, Equipment, Fees/Dues, Field Trip Expenses, Fundraising Expenses, Travel Expenses to include meals, Meeting Supplies and Refreshments, Registrations, Reimbursements, Rental Fees, Scholarship/Awards, Stipends, Award Banquets, Subscriptions, Technology Expenses and other Activity related supplies and materials.

SPONSOR NAME

Kristin Janloo

SIGNATURE [Handwritten Signature]

PRINCIPAL/DIRECTOR

Crystal Szymanski

SIGNATURE [Handwritten Signature]

TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: [Handwritten Signature] DATE: 8/28/24

ACCOUNT NUMBER: 951 - YEARBOOK

BOARD OF EDUCATION APPROVAL DATE:

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2024-2025 Sponsor Name: Kristin Janloo
 Name of Activity Fund: Yearbook Account No: 951

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>1696</u>	\$ _____
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Yearbook sales _____	\$ <u>10000.</u>	
Yearbook ads _____	\$ <u>500.</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>10500</u>	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>12196</u>	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Yearbook order _____	\$ <u>-7000.</u>	
Yearbook refunds _____	\$ <u>-200.</u>	
Supplies/equipment _____	\$ <u>-500.</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>-7700</u>	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>4496</u>	\$ _____

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: 2024-2025 Sponsor Name: Kristin Janloo

Name of Activity Fund: Yearbook Account No: 951

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

Selling yearbook ads

PURPOSE OF RAISING FUNDS:

To buy equipment and to take yearbook students on a field trip at the end of the year.

FUNDRAISER DATES: START 08/15/2024 END 04/01/2025

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. 500 - EST. EXP. 0 = EST. PROFIT 500

SPONSOR SIGNATURE [Handwritten Signature]
PRINCIPAL AUTHORIZATION [Handwritten Signature]

ATHLETIC DIRECTOR AUTHORIZATION
(applicable only if athletic fundraiser)

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: END DATE:

FUNDRAISER PROFIT

ACT. INC. - ACT. EXP. = ACT. PROFIT
(Reconciles to Deposits) (Reconciles to fundraiser related POs) (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: TO

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

54-951

STILLWATER BOARD OF EDUCATION

CFB-E1

ACTIVITY FUND SUBACCOUNT BUDGET

Kristin Janlos
Faculty of Staff

Reporting School Year: 2023-2024 Sponsor Name: _____

Name of Activity Fund: Yearbook Account No: 951

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>900.00</u>	\$ <u>6530-</u>
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Yearbook sales	\$ <u>10,000.00</u>	
Yearbook ads	\$ <u>500.00</u>	
_____	\$ <u>0.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>10,500.00</u>	\$ <u>1160-</u>
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>11,400.00</u>	\$ <u>7690-</u>
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Yearbook order	\$ <u>-5,000.00</u>	
Yearbook refunds	\$ <u>-200.00</u>	
Supplies/equipment	\$ <u>-500.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>-5,700.00</u>	\$ <u>5994-</u>
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>5,700.00</u>	\$ <u>1696-</u>

Adoption Date: February 21, 2012

Revision Date(s): 9/10/19

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as of 5/12/24

STILLWATER BOARD OF EDUCATION

CFB-E1

ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account

Reporting School Year: 2024-2025 Sponsor Name: Susan Ammons

Name of Activity Fund: All Sports Account No: 970

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

Excess funds were due to greater attendance to games and less than expected expenses for equipment.

PACKET CONTENTS:

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REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	SA

**This is the form found on page 2, but should be the plan submitted the prior year updated with last year's actual revenues, expenditures, and ending cash balance.*

Adoption Date: February 21, 2012

Revision Date(s): 9/10/19

Page 1 of 4

ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 2024-2025 SITE: SJHS

ACCOUNT NAME: 970 All Sports

PURPOSE

To support the athletes of the JH by purchasing supplies, updating technology and fulfilling other needs identified by the Athletic Department.

SOURCE(S) OF INCOME

Athletic and Performing Arts Type Income: Advertising Sales, Awards/Prizes, Concession Sales, Contest Fees, Contributions/Donations, Fees/Fines/Dues, Field Trip Collections, BOE approved Fundraisers, Gate Receipts, Grants/Scholarships, Merchandise Sales, Redeposit of Cash-Box/Start-up Cash, Rental Fees, Student Payments, Summer Camps, and Ticket Sales.

PLANNED EXPENSES

Athletic and Performing Arts Type Expenses: Awards, Advertising, Camp Expenses, Cash-Box/Start-up Cash, Charitable Activities, Apparel/Uniforms, Competition Expenses, Equipment, Facility Improvements, Fees/Dues, Field Trip Expenses, Fundraising Expenses, Travel Expenses to include meals, Meeting Supplies and Refreshments, Officials/Judges, Payroll Reimbursement, Registrations, Reimbursements, Rental Fees, Security, Stipends, Subscriptions, Technology, Transportation, Award Banquets and other Activity related materials.

SPONSOR NAME

Susan Ammons

SIGNATURE

[Handwritten signature of Susan Ammons]

PRINCIPAL/DIRECTOR

Brian Warwick

SIGNATURE

[Handwritten signature of Brian Warwick]

TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: [Handwritten signature] DATE: 8/28/24

ACCOUNT NUMBER: 970 - ALL SPORTS

BOARD OF EDUCATION APPROVAL DATE: _____

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2024-2025 Sponsor Name: Susan Ammons

Name of Activity Fund: All Sports Account No: 970

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>39,020.00</u>	\$ _____
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Athletic pass sales &/or game entry	\$ <u>20,000.00</u>	
Donations	\$ <u>5,000.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>25,000.00</u>	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>64,020.00</u>	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Athletic Attire	\$ <u>-10,000.00</u>	
Athletic Equipment	\$ <u>-10,000.00</u>	
Game Officials & Staff, Security & Judges	\$ <u>-20,000.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>-40,000.00</u>	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>24,020.00</u>	\$ _____

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2023-2024 Sponsor Name: Mary Wedel

Name of Activity Fund: All Sports Account No: 970

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>22,241.90</u>	\$ <u>26411-</u>
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Athletic pass sales &/or game entry	\$ <u>20,000.00</u>	
Donations	\$ <u>5,000.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>25,000.00</u>	\$ <u>35682-</u>
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>47,241.90</u>	\$ <u>62093-</u>
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Athletic Attire	\$ <u>-10,000.00</u>	
Athletic Equipment	\$ <u>-10,000.00</u>	
Pay Game Officials & Staff, Security & Judges	\$ <u>-20,000.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>-40,000.00</u>	\$ <u>23073-</u>
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>7,241.90</u>	\$ <u>39020-</u>

qs of 5/12/24

STILLWATER BOARD OF EDUCATION

CFB-E1

ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account

Reporting School Year: 2024-2025 Sponsor Name: Rebecca Palmatary

Name of Activity Fund: Cheer Account No: 976

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

N/A

PACKET CONTENTS:

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ACTIVITY FUND FUNDRAISER REQUEST(S) (pg. 4)	PAGE 4	RP <i>RP</i>
REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	RP <i>RP</i>

**This is the form found on page 2, but should be the plan submitted the prior year updated with last year's actual revenues, expenditures, and ending cash balance.*

ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 2024-2025 SITE: SJHS

ACCOUNT NAME: 976 Cheer

PURPOSE

Offset cost of competition and new uniforms

SOURCE(S) OF INCOME

Athletic and Performing Arts Type Income: Advertising Sales, Awards/Prizes, Concession Sales, Contest Fees, Contributions/Donations, Fees/Fines/Dues, Field Trip Collections, BOE approved Fundraisers, Gate Receipts, Grants/Scholarships, Merchandise Sales, Redeposit of Cash-Box/Start-up Cash, Rental Fees, Student Payments, Summer Camps, and Ticket Sales.

PLANNED EXPENSES

Athletic and Performing Arts Type Expenses: Awards, Advertising, Camp Expenses, Cash-Box/Start-up Cash, Charitable Activities, Apparel/Uniforms, Competition Expenses, Equipment, Facility Improvements, Fees/Dues, Field Trip Expenses, Fundraising Expenses, Travel Expenses to include meals, Meeting Supplies and Refreshments, Officials/Judges, Payroll Reimbursement, Registrations, Reimbursements, Rental Fees, Security, Stipends, Subscriptions, Technology, Transportation, Award Banquets and other Activity related materials.

SPONSOR NAME

Rebecca Palmatary

SIGNATURE

[Handwritten signature]

PRINCIPAL/DIRECTOR

Brian Warwick / Crystal Szymanski

SIGNATURE

[Handwritten signature]

TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: [Signature] DATE: 8/28/24

ACCOUNT NUMBER: 976 - CHEER

BOARD OF EDUCATION APPROVAL DATE:

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2024-2025 Sponsor Name: Rebecca Palmatary

Name of Activity Fund: Cheer Account No: 976

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>1,082.00</u>	\$ _____
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Fundraising Events	\$ <u>2,300.00</u>	
Due from students	\$ <u>7,200.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>9,500.00</u>	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>10,582.00</u>	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Team Apparel	\$ <u>-4,000.00</u>	
Competition Expenses	\$ <u>-450.00</u>	
Choreography	\$ <u>-200.00</u>	
Fundraising Expenses	\$ <u>-500.00</u>	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>-5,150.00</u>	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>5,432.00</u>	\$ _____

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: 2024-2025 Sponsor Name: Rebecca Palmatary

Name of Activity Fund: Cheer Account No: 976

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

School Dance

PURPOSE OF RAISING FUNDS:

Offset cost associated with the program; uniforms and competitions.

FUNDRAISER DATES: START 08/01/2024 END 10/01/2024

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. \$ 500.00 - EST. EXP. \$ 0.00 = EST. PROFIT \$ 500.00

SPONSOR SIGNATURE [Handwritten Signature]

ATHLETIC DIRECTOR AUTHORIZATION (applicable only if athletic fundraiser) [Handwritten Signature]

PRINCIPAL AUTHORIZATION [Handwritten Signature]

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: END DATE:

FUNDRAISER PROFIT

ACT. INC. - ACT. EXP. = ACT. PROFIT (Reconciles to Deposits) (Reconciles to fundraiser related POs) (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: TO

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: 2024-2025 Sponsor Name: Rebecca Palmatary

Name of Activity Fund: Cheer Account No: 976

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

Winter Candy grams: sucker or small stuffed animal delivered to students around last day of December.

PURPOSE OF RAISING FUNDS:

Offset cost associated with the program; uniforms and competitions.

FUNDRAISER DATES: START 11/1/2024 END 12/24/2024

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. \$ 500.00 - EST. EXP. -\$ 100.00 = EST. PROFIT \$ 400.00

Rebecca Palmatary
SPONSOR SIGNATURE

Rebecca Palmatary
ATHLETIC DIRECTOR AUTHORIZATION
(applicable only if athletic fundraiser)

[Signature]
PRINCIPAL AUTHORIZATION

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: _____ END DATE: _____

FUNDRAISER PROFIT

ACT. INC. _____ - ACT. EXP. _____ = ACT. PROFIT _____
(Reconciles to Deposits) (Reconciles to fundraiser related POs) (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: _____ TO _____

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: 2024-2025 Sponsor Name: Rebecca Palmatary

Name of Activity Fund: Cheer Account No: 976

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

Spirit Wear: Pioneer gear...T-shirts, hoodies, hats, blankets, etc

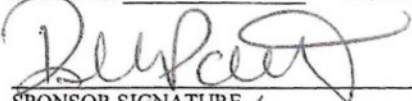
PURPOSE OF RAISING FUNDS:


Offset cost associated with the program; uniforms and competitions.

FUNDRAISER DATES: START 08/01/2024 END 12/01/2024

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. \$ 500.00 - EST. EXP. \$ 0.00 = EST. PROFIT \$ 500.00


SPONSOR SIGNATURE


ATHLETIC DIRECTOR AUTHORIZATION
(applicable only if athletic fundraiser)


PRINCIPAL AUTHORIZATION

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: _____ END DATE: _____

FUNDRAISER PROFIT

ACT. INC. _____ - ACT. EXP. _____ = ACT. PROFIT _____
(Reconciles to Deposits) (Reconciles to fundraiser related POs) (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: _____ TO _____

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

JH-976

STILLWATER BOARD OF EDUCATION

CFB-E1

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2023-2024 Sponsor Name: Rebecca Palmatary

Name of Activity Fund: SJHS Cheer Account No: 976

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ 5,488.61	\$ 1,742-
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Fundraising Events	\$ 3,800.00	
Due from students	\$ 7,200.00	
	\$	
	\$	
	\$	
	\$	
Total Revenues:	\$ 11,000.00	\$ 14,743-
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ 16,488.61	\$ 16,485-
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Team Apparel	\$ -4,000.00	
Competition Expenses	\$ -450.00	
Cherography	\$ -200.00	
	\$	
	\$	
	\$	
Total Expenditures:	\$ -4,650.00	\$ 15,403-
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ 11,838.61	\$ 10,82-

*as of 5/12/24
but. Subject to change

ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account

Reporting School Year: 2024-2025 Sponsor Name: Taylor Transou

Name of Activity Fund: Pom Account No: 981

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

PACKET CONTENTS:

FORM	FOUND ON PAGE	INITIAL IF COMPLETE
APPROVAL OF ACCOUNT FORM	PAGE 2	TT SA
ACTIVITY FUND SUBACCOUNT BUDGET	PAGE 3	TT SA
ACTIVITY FUND FUNDRAISER REQUEST(S) (pg. 4)	PAGE 4	N/A SA
REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	TT SA

**This is the form found on page 2, but should be the plan submitted the prior year updated with last year's actual revenues, expenditures, and ending cash balance.*

ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 2024-2025 SITE: SJHS

ACCOUNT NAME: 981 Pom

PURPOSE

To purchase or pay for attire, equipment, choreography, competition fees, meals and other items needed for the basic function of the squad.

SOURCE(S) OF INCOME

Athletic and Performing Arts Type Income: Advertising Sales, Awards/Prizes, Concession Sales, Contest Fees, Contributions/Donations, Fees/Fines/Dues, Field Trip Collections, BOE approved Fundraisers, Gate Receipts, Grants/Scholarships, Merchandise Sales, Redeposit of Cash-Box/Start-up Cash, Rental Fees, Student Payments, Summer Camps, and Ticket Sales.

PLANNED EXPENSES

Athletic and Performing Arts Type Expenses: Awards, Advertising, Camp Expenses, Cash-Box/Start-up Cash, Chantable Activities, Apparel/Uniforms, Competition Expenses, Equipment, Facility Improvements, Fees/Dues, Field Trip Expenses, Fundraising Expenses, Travel Expenses to include meals, Meeting Supplies and Refreshments, Officials/Judges, Payroll Reimbursement, Registrations, Reimbursements, Rental Fees, Security, Stipends, Subscriptions, Technology, Transportation, Award Banquets and other Activity related materials.

SPONSOR NAME

Taylor Transou

SIGNATURE

Taylor Transou

PRINCIPAL/DIRECTOR

Crystal Szymanski

SIGNATURE

Crystal Szymanski

TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: [Signature] DATE: 8/28/24

ACCOUNT NUMBER: 981 - POM

BOARD OF EDUCATION APPROVAL DATE:

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2024-2025 Sponsor Name: Taylor Transou

Name of Activity Fund: Pom Account No: 981

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>7,324.00</u>	\$ _____
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Donations	\$ <u>10,000.00</u>	
Clinic entry fees	\$ <u>200.00</u>	
Tryout entry fees	\$ <u>200.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>10,400.00</u>	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>17,724.00</u>	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Athletic Attire	\$ <u>-5,000.00</u>	
Athletic Equipment	\$ <u>-5,000.00</u>	
Event fees	\$ <u>-2,000.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>-12,000.00</u>	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>5,724.00</u>	\$ _____

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: 2024-2025 Sponsor Name: Taylor Transou

Name of Activity Fund: Pom Account No: 981

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

Fired Up Stilly Benefit Night - portion of proceeds to us

PURPOSE OF RAISING FUNDS:

competition registration fees

FUNDRAISER DATES: START 9/3/2024 END 10/31/2024

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. \$300 - EST. EXP. \$300 = EST. PROFIT \$0

Taylor Transou
SPONSOR SIGNATURE

[Signature]
ATHLETIC DIRECTOR AUTHORIZATION
(applicable only if athletic fundraiser)

[Signature]
PRINCIPAL AUTHORIZATION

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: _____ END DATE: _____

FUNDRAISER PROFIT

ACT. INC. _____ - ACT. EXP. _____ = ACT. PROFIT _____
(Reconciles to Deposits) (Reconciles to fundraiser related POs) (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: _____ TO _____

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: 2024-2025 Sponsor Name: Taylor Transou

Name of Activity Fund: Pom Account No: 981

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

Pom merchandise fundraiser to sell Pioneer spirit wear. Will be sold through Duprees or Chris's University Spirit.

PURPOSE OF RAISING FUNDS:

Competition fees and new competition poms

FUNDRAISER DATES: START 9/2024 END 10/2024

ACOUNT OF MONEY TO BE RAISED:

EST. INC. \$500 - EST. EXP. \$500 = EST. PROFIT \$ 0.00

Taylor Transou SPONSOR SIGNATURE

ATHLETIC DIRECTOR AUTHORIZATION (applicable only if athletic fundraiser)

PRINCIPAL AUTHORIZATION

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: END DATE:

FUNDRAISER PROFIT

ACT. INC. (Reconciles to Deposits) - ACT. EXP. (Reconciles to fundraiser related POs) = ACT. PROFIT (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: TO

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

54-981

STILLWATER BOARD OF EDUCATION

CFB-E1

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2023-2024 Sponsor Name: Taylor Transou

Name of Activity Fund: SJHS Pom Account No: 981

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ 0.00	\$ 0
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Donations	\$ 10,000.00	
Clinic entry fees	\$ 200.00	
Tryout entry fees	\$ 200.00	
Flower sales at recitals	\$ 4,000.00	
	\$	
	\$	
Total Revenues:	\$ 14,400.00	\$ 12811-
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ 14,400.00	\$ 12811-
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Uniforms and poms	\$ -10,000.00	
Flower sales expense	\$ -2,000.00	
	\$	
	\$	
	\$	
Total Expenditures:	\$ -12,000.00	\$ 5487-
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ 2,400.00	\$ 7324-

Adoption Date: February 21, 2012

Revision Date(s): 9/10/19

Page 3 of 4

as of 5/12/24

LINCOLN ACADEMY

ACTIVITY FUND

PACKETS

ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account

Reporting School Year: 2024-2025 Sponsor Name: Carla Nelson

Name of Activity Fund: Site General Activity Account Account No: 805

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

PACKET CONTENTS:

FORM	FOUND ON PAGE	INITIAL IF COMPLETE
APPROVAL OF ACCOUNT FORM	PAGE 2	RAB
ACTIVITY FUND SUBACCOUNT BUDGET	PAGE 3	RAB
ACTIVITY FUND FUNDRAISER REQUEST(S) (pg. 4)	PAGE 4	—
REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	RAB

**This is the form found on page 2, but should be the plan submitted the prior year updated with last year's actual revenues, expenditures, and ending cash balance.*

ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 24-25 SITE: Lincoln Academy

ACCOUNT NAME: Lincoln Site Activity Fund 805

PURPOSE
Funds are used for fees + registrations, LA's portion of Amazon Prime membership, TOY food + decors, field trips, transportation fees, SOURCE(S) OF INCOME Staff + student lunches; Cash Box
All listed BOE approved revenue sources for 24-25 SY

PLANNED EXPENSES
All listed BOE approved expenditures for 24-25 SY

SPONSOR NAME
Carla Nelson

SIGNATURE
Carla

PRINCIPAL/DIRECTOR
George Horton

SIGNATURE
George Horton

TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: Rachel Berry DATE: 8/22/24

ACCOUNT NUMBER: 805

BOARD OF EDUCATION APPROVAL DATE: _____

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 24-25 Sponsor Name: Carla Nelson

Name of Activity Fund: Site Activity Account No: 805

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>269.09</u>	\$ _____
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
<u>Ambus donation</u>	\$ <u>200.00</u>	
<u>Coca-Cola Commission</u>	\$ <u>100.00</u>	
<u>Cash box return</u>	\$ <u>100.00</u>	
<u>Fees - ID's</u>	\$ <u>50.00</u>	
<u>Toy allotment</u>	\$ <u>100.00</u>	
	\$ _____	
Total Revenues:	\$ <u>550.00</u>	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>819.09</u>	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
<u>Amazon fee</u>	\$ <u>-65.00</u>	
<u>Cash box</u>	\$ <u>-100.00</u>	
<u>FCCLA Fees / Dues</u>	\$ <u>-175.00</u>	
<u>Toy decor + food</u>	\$ <u>-100.00</u>	
<u>office / class supplies</u>	\$ <u>-100.00</u>	
	\$ _____	
Total Expenditures:	\$ <u>-540.00</u>	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>279.09</u>	\$ _____

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: _____ Sponsor Name: _____

Name of Activity Fund: _____ Account No: _____

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

PURPOSE OF RAISING FUNDS:

FUNDRAISER DATES: START _____ END _____

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. _____ - EST. EXP. _____ = EST. PROFIT _____

SPONSOR SIGNATURE

ATHLETIC DIRECTOR AUTHORIZATION
(applicable only if athletic fundraiser)

PRINCIPAL AUTHORIZATION

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: _____ END DATE: _____

FUNDRAISER PROFIT

ACT. INC. _____ - ACT. EXP. _____ = ACT. PROFIT _____
(Reconciles to Deposits) (Reconciles to fundraiser related POs) (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: _____ TO _____

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2023-2024 Sponsor Name: Carla Nelson

Name of Activity Fund: Site General Activity Fund Account No: 805

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>384.77</u>	\$ <u>384.77</u>
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Coke Commission	\$ <u>93.91</u>	
TOY celebration allotment	\$ <u>100.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>193.91</u>	\$ <u>582.42</u>
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>578.68</u>	\$ <u>967.19</u>
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Fees/Registrations	\$ <u>-250.00</u>	
Office/Classroom supplies	\$ <u>-200.00</u>	
Amazon Fee	\$ <u>-65.00</u>	
TOY celebration decor and food	\$ <u>-100.00</u>	
Coke Commission	\$ <u>100.00</u>	
_____	\$ _____	
Total Expenditures:	\$ <u>-515.00</u>	\$ <u>-789.39</u>
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>63.68</u>	\$ <u>177.80</u>

Stillwater School District 16

Budget Control Group Report

Fiscal Year: 2024-2025

DAC: LINCOLN - ACTIVITY FUND

Budget Control Group: 700-805-SITE ACTIVITY ACCT

Show Account Detail

Show Transaction Detail Show Encumbrance Include Pre Encumbrance

Range Dates: 7/1/2024 - 8/22/2024

Page Break on Budget Control Group

Account	FTE	Budget Amt	Range Trans	YTD Trans	Balance	Encumbrance	Budget Bal.
Control Group: 700-805-SITE ACTIVITY ACCT							
60.805.1460.000.900.0000.000.700.1	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LA - SITE GENERAL ACTIVITY ACCOUNT - SALE OTHER							
60.805.1610.000.900.0000.000.700.1	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CONTRIBUTIONS/DONATIONS							
60.805.1990.000.900.0000.000.700.1	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OTHER ACT REV							
60.805.2199.337.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.CO-CUR.CONTRACT WORK							
60.805.2199.530.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.CO-CUR.LICENSE-SUBS							
60.805.2199.550.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.CO-CUR.PRINTING							
60.805.2199.611.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.CO-CUR.COPY SUPP							
60.805.2199.614.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.CO-CUR.TESTING SUPP							
60.805.2199.615.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.CO-CUR.AV SUPP							
60.805.2199.616.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.CO-CUR.HEALTH SUPP							
60.805.2199.619.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.CO-CUR.GEN SUPPLY							
60.805.2199.641.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.CO-CUR.BOOKS							
60.805.2199.642.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.CO-CUR.PERIODICALS							
60.805.2199.644.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.CO-CUR.TEXTBOOK SUPP							
60.805.2199.645.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.CO-CUR.WORKBOOKS							
60.805.2199.651.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.CO-CUR.FURN-FIXTURE							
60.805.2199.652.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.CO-CUR.AV EQUIP							
60.805.2199.653.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.CO-CUR.TECH SUPP							
60.805.2199.655.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.CO-CUR.INSTRUMENTS							
60.805.2199.656.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.CO-CUR.MACHINERY							
60.805.2199.658.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.CO-CUR.ADAPTIVE SUPP							

Stillwater School District 16

Budget Control Group Report

Fiscal Year: 2024-2025

DAC: LINCOLN - ACTIVITY FUND

Budget Control Group: 700-805-SITE ACTIVITY ACCT

Show Account Detail

Show Transaction Detail Show Encumbrance Include Pre Encumbrance

Range Dates: 7/1/2024 - 8/22/2024

Page Break on Budget Control Group

Account	FTE	Budget Amt	Range Trans	YTD Trans	Balance	Encumbrance	Budget Bal.
60.805.2199.682.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.805.2199.810.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.805.2199.930.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.805.2213.337.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.805.2213.359.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.805.2213.580.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.805.2213.619.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.805.2213.682.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.805.2213.810.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.805.2213.860.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.805.2213.930.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.805.2410.337.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.805.2410.530.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.805.2410.550.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.805.2410.619.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.805.2410.651.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.805.2410.652.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.805.2410.653.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.805.2410.656.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.805.2410.682.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.805.2410.810.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.805.2410.930.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.805.2490.337.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

2024.3.04

Report: rptGLBudgetControlGroupRpt

Printed: 08/22/2024 5:27:34 PM

Stillwater School District 16

Budget Control Group Report

Fiscal Year: 2024-2025

DAC:

LINCOLN - ACTIVITY FUND
Budget Control Group: 700-805-SITE ACTIVITY ACCT

Show Account Detail

Show Transaction Detail Show Encumbrance Include Pre Encumbrance

Range Dates: 7/1/2024 - 8/22/2024

Page Break on Budget Control Group

Account	FTE	Budget Amt	Range Trans	YTD Trans	Balance	Encumbrance	Budget Bal.
WORK							
60.805.2490.530.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.GEN ADMIN.LICENSE-SUBS							
60.805.2490.550.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.GEN ADMIN.PRINTING							
60.805.2490.619.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.GEN ADMIN.GEN SUPPLY							
60.805.2490.651.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.GEN ADMIN.FURN-FIXTURE							
60.805.2490.652.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.GEN ADMIN.AV EQUIP							
60.805.2490.653.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.GEN ADMIN.TECH SUPP							
60.805.2490.656.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.GEN ADMIN.MACHINERY							
60.805.2490.810.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DUES AND FEES							
60.805.2573.337.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.SUPPORT PD.CONTRACT WORK							
60.805.2573.359.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.SUPPORT PD.PROF DEV							
60.805.2573.580.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.SUPPORT PD.STAFF TRAVEL							
60.805.2573.619.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.SUPPORT PD.GEN SUPPLY							
60.805.2573.682.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.SUPPORT PD.FOOD-AWARDS							
60.805.2573.810.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.SUPPORT PD.DUES-FEES							
60.805.2573.860.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.SUPPORT PD.REGISTRATION							
60.805.2573.930.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.SUPPORT PD.REIMBURSE							
60.805.2575.337.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.STAFF SVC.CONTRACT WORK							
60.805.2575.580.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.STAFF SVC.STAFF TRAVEL							
60.805.2575.617.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.STAFF SVC.KITCHEN SUPP							
60.805.2575.619.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.STAFF SVC.GEN SUPPLY							
60.805.2575.682.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.STAFF SVC.FOOD-AWARDS							

Stillwater School District 16

DAC: LINCOLN - ACTIVITY FUND

Budget Control Group: 700-805-SITE ACTIVITY ACCT

Fiscal Year: 2024-2025

Show Account Detail
 Show Transaction Detail Show Encumbrance Include Pre Encumbrance
 Range Dates: 7/1/2024 - 8/22/2024
 Page Break on Budget Control Group

Account	FTE	Budget Amt	Range Trans	YTD Trans	Balance	Encumbrance	Budget Bal.
60.805.2575.810.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.STAFF SVC.DUES-FEES							
60.805.2575.860.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.STAFF SVC.REGISTRATION							
60.805.2575.930.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.STAFF SVC.REIMBRURSE							
60.805.3200.670.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.FUNDRAISER.FR EXPENSE							
60.805.3300.337.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.X-CUR.CONTRACT WORK							
60.805.3300.530.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.X-CUR.LICENSE-SUBS							
60.805.3300.550.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.X-CUR.PRINTING							
60.805.3300.615.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.X-CUR.AV SUPP							
60.805.3300.682.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.X-CUR.FOOD-AWARDS							
60.805.3300.683.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.X-CUR.X-CUR SUPPLIES							
60.805.3300.810.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.X-CUR.DUES-FEES							
60.805.3300.930.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.X-CUR.REIMBRURSE							
60.805.5120.000.900.0000.000.700.1	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
805.RETURN CASH BOX							
60.805.5200.950.900.0000.000.700.0	0.00	\$0.00	\$100.00	\$100.00	-\$100.00	\$0.00	-\$100.00
805.CASH BOX.CHANGE							
60.805.9902.000.000.0000.000.700.4	0.00	\$0.00	\$0.00	-\$269.09	\$269.09	\$0.00	\$269.09
700-805-SITE ACTIVITY ACCT FB							
700-805-SITE ACTIVITY ACCT Sub Total:		0.00	\$100.00	-\$169.09	\$169.09	\$0.00	169.09

End of Report

ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account

Reporting School Year: 2024-2025 Sponsor Name: Cecile Nelson

Name of Activity Fund: Grady Memorial Library District Account No: 832

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

PACKET CONTENTS:

FORM	FOUND ON PAGE	INITIAL IF COMPLETE
APPROVAL OF ACCOUNT FORM	PAGE 2	RAB
ACTIVITY FUND SUBACCOUNT BUDGET	PAGE 3	RAB
ACTIVITY FUND FUNDRAISER REQUEST(S) (pg. 4)	PAGE 4	_____
REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	_____

**This is the form found on page 2, but should be the plan submitted the prior year updated with last year's actual revenues, expenditures, and ending cash balance.*

ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 24-25 sy SITE: Lincoln

ACCOUNT NAME: Grady Lambert Memorial Library

PURPOSE
To honor the legacy of Grady Lambert + his love of reading.

SOURCE(S) OF INCOME
All BOE approved revenue for 24-25 sy

PLANNED EXPENSES
All BOE approved ^{expenditures} revenue for 25-sy

SPONSOR NAME
Carla Nelson

SIGNATURE
Carla Nelson

PRINCIPAL/DIRECTOR
George Horton

SIGNATURE
George Horton

TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: Rachel Bopp DATE: 8/23/24

ACCOUNT NUMBER: 832

BOARD OF EDUCATION APPROVAL DATE: _____

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 24-25 Sponsor Name: Carla Nelson

Name of Activity Fund: GLML Account No: 832

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>5350⁰⁰</u>	\$ _____
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
<u>Donations from public</u>	\$ <u>200⁰⁰</u>	
<u>+ hambents</u>	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>200⁰⁰</u>	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>5550⁰⁰</u>	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
<u>Screen proje e</u>	\$ <u>1411.52</u>	
<u>BOOKS</u>	\$ <u>550⁰⁰</u>	
<u>Art</u>	\$ <u>200⁰⁰</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>2161.52</u>	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>3388.48</u>	\$ _____

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: _____ Sponsor Name: _____

Name of Activity Fund: _____ Account No: _____

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

PURPOSE OF RAISING FUNDS:

FUNDRAISER DATES: START _____ END _____

ACOUNT OF MONEY TO BE RAISED:

EST. INC. _____ - EST. EXP. _____ = EST. PROFIT _____

SPONSOR SIGNATURE _____

ATHLETIC DIRECTOR AUTHORIZATION
(applicable only if athletic fundraiser)

PRINCIPAL AUTHORIZATION _____

BOARD OF EDUCATION APPROVAL DATE _____

FUNDRAISER CLOSEOUT

START DATE: _____ END DATE: _____

FUNDRAISER PROFIT

ACT. INC. _____ - ACT. EXP. _____ = ACT. PROFIT _____
(Reconciles to Deposits) (Reconciles to fundraiser related POs) (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: _____ TO _____

SPONSOR SIGNATURE _____

FINANCIAL SECRETARY SIGNATURE _____

Stillwater School District 16

DAC: LINCOLN - ACTIVITY FUND

Budget Control Group: 700-832-GRADY LAMBERT

Show Account Detail

Show Transaction Detail Show Encumbrance Include Pre Encumbrance

Range Dates: 7/1/2024 - 8/23/2024

Page Break on Budget Control Group

Budget Control Group Report

Fiscal Year: 2024-2025

Account	FTE	Budget Amt	Range Trans	YTD Trans	Balance	Encumbrance	Budget Bal.
Control Group: 700-832-GRADY LAMBERT							
60.832.1610.000.900.0000.000.700.1	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LA - GRADY LAMBERT DONATIONS							
60.832.2220.619.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LA - GRADY LAMBERT GENERAL SUPPLIES							
60.832.2220.642.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LA - GRADY LAMBERT PERIODICALS							
60.832.2220.646.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LA - GRADY LAMBERT BINDING/REPAIR							
60.832.2220.647.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LA - GRADY LAMBERT NEWSPAPERS							
60.832.2220.648.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LA - GRADY LAMBERT MAGAZINES							
60.832.2220.653.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,411.52	-\$1,411.52
LA - GRADY LAMBERT TECH SUPPLIES							
60.832.9902.000.000.0000.000.700.4	0.00	\$0.00	\$0.00	-\$5,350.00	\$5,350.00	\$0.00	\$5,350.00
FUND BAL LA GRADY LAMBERT							
700-832-GRADY LAMBERT Sub Total:							
		0.00	\$0.00	-\$5,350.00	\$5,350.00	\$1,411.52	3,938.48

End of Report

ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account

Reporting School Year: 2024-2025 Sponsor Name: CARLA NELSON
 Name of Activity Fund: SPEF Account No: 839

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

PACKET CONTENTS:

FORM	FOUND ON PAGE	INITIAL IF COMPLETE
APPROVAL OF ACCOUNT FORM	PAGE 2	RAB
ACTIVITY FUND SUBACCOUNT BUDGET	PAGE 3	RAB
ACTIVITY FUND FUNDRAISER REQUEST(S) (pg. 4)	PAGE 4	—
REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	RAB

**This is the form found on page 2, but should be the plan submitted the prior year updated with last year's actual revenues, expenditures, and ending cash balance.*

ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 24-25 SITE: LA

ACCOUNT NAME: SPEF Grant

PURPOSE Money given to teachers who have been selected to buy specific supplies for classroom + Clubs as it pertains to the grant that was approved by SPEF

SOURCE(S) OF INCOME
All listed BOE approved revenue sources for 24-25 sy

PLANNED EXPENSES
All listed BOE approved expenditures for the 24-25 sy

SPONSOR NAME
Carla Nelson

SIGNATURE
Carla Nelson

PRINCIPAL/DIRECTOR
George Horton

SIGNATURE
George Horton

TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: [Signature] DATE: 8/23/24

ACCOUNT NUMBER: 839 SPEF

BOARD OF EDUCATION APPROVAL DATE: _____

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 24-25 Sponsor Name: Carla Nelson
 Name of Activity Fund: SPEF Grants Account No: 839

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>1496.21</u>	\$ _____
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
<u>Garden club grant</u>	\$ <u>700⁰⁰</u>	
<u>SPEF grant</u>	\$ <u>300⁰⁰</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>1000⁰⁰</u>	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>100</u> <u>2496.21</u>	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
<u>Rock climbing</u>	\$ <u>-600⁰⁰</u>	
<u>Grant purchases</u>	\$ <u>-1000⁰⁰</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>-1600⁰⁰</u>	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>896.21</u>	\$ _____

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: _____ Sponsor Name: _____

Name of Activity Fund: _____ Account No: _____

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

PURPOSE OF RAISING FUNDS:

FUNDRAISER DATES: START _____ END _____

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. _____ - EST. EXP. _____ = EST. PROFIT _____

SPONSOR SIGNATURE _____

ATHLETIC DIRECTOR AUTHORIZATION
(applicable only if athletic fundraiser)

PRINCIPAL AUTHORIZATION _____

BOARD OF EDUCATION APPROVAL DATE _____

FUNDRAISER CLOSEOUT

START DATE: _____ END DATE: _____

FUNDRAISER PROFIT

ACT. INC. _____ - ACT. EXP. _____ = ACT. PROFIT _____
(Reconciles to Deposits) (Reconciles to fundraiser related POs) (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: _____ TO _____

SPONSOR SIGNATURE _____

FINANCIAL SECRETARY SIGNATURE _____

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2023-2024 Sponsor Name: Audra Casson on behalf of SPEF

Name of Activity Fund: SPEF Grant Account No: 839

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>53.00</u>	\$ _____
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
SPEF Grants (estimating one large grant)	\$ <u>5,000.00</u>	
SPEF Grants (estimating one small grant)	\$ <u>2,500.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>7,500.00</u>	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>7,553.00</u>	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Large Grant specific expenditures	\$ <u>-5,000.00</u>	
Small Grant specific expenditures	\$ <u>-2,500.00</u>	
Return of unused portion from prior year	\$ <u>-53.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>-7,553.00</u>	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>0.00</u>	\$ _____

Stillwater School District 16

DAC:

LINCOLN - ACTIVITY FUND

Budget Control Group Report

Fiscal Year: 2024-2025

Budget Control Group: 700-839-SPEF

Show Account Detail

Show Transaction Detail Show Encumbrance Include Pre Encumbrance

Range Dates: 7/1/2024 - 8/23/2024

Page Break on Budget Control Group

Account	FTE	Budget Amt	Range Trans	YTD Trans	Balance	Encumbrance	Budget Bal.
Control Group: 700-839-SPEF							
60.839.1290.000.0000.000.700.1	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.839.1610.000.900.0000.000.700.1	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.839.1990.000.900.0000.000.700.1	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.839.2199.337.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.839.2199.530.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.839.2199.550.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.839.2199.611.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.839.2199.614.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.839.2199.615.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.839.2199.616.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.839.2199.619.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.839.2199.641.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.839.2199.642.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.839.2199.644.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.839.2199.645.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.839.2199.651.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.839.2199.652.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.839.2199.653.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.839.2199.655.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.839.2199.656.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.839.2199.658.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.839.2199.682.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Stillwater School District 16

Budget Control Group Report

Fiscal Year: 2024-2025

DAC: LINCOLN - ACTIVITY FUND

Budget Control Group: 700-839-SPEF

Show Account Detail

Show Transaction Detail Show Encumbrance Include Pre Encumbrance

Range Dates: 7/1/2024 - 8/23/2024

Page Break on Budget Control Group

Account	FTE	Budget Amt	Range Trans	YTD Trans	Balance	Encumbrance	Budget Bal.
60.839.2199.810.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.839.2199.930.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.839.3300.930.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.839.9902.000.0000.0000.000.700.4	0.00	\$0.00	\$0.00	-\$1,496.21	\$1,496.21	\$0.00	\$1,496.21
700-839-SPEF Sub Total:							
		0.00	\$0.00	-\$1,496.21	\$1,496.21	\$0.00	1,496.21

End of Report

ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account

Reporting School Year: 2024-2025 Sponsor Name: Carla Nelson
 Name of Activity Fund: Grant Account No: 850

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

PACKET CONTENTS:

FORM	FOUND ON PAGE	INITIAL IF COMPLETE
APPROVAL OF ACCOUNT FORM	PAGE 2	RAB
ACTIVITY FUND SUBACCOUNT BUDGET	PAGE 3	RAB
ACTIVITY FUND FUNDRAISER REQUEST(S) (pg. 4)	PAGE 4	_____
REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	RAB

**This is the form found on page 2, but should be the plan submitted the prior year updated with last year's actual revenues, expenditures, and ending cash balance.*

ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 24-25 SITE: Lincoln Academy

ACCOUNT NAME: 850 Grant

PURPOSE Grant Money given for testing vouchers, Garden Club, guitar club, Bike clubs, Prairie Arts + other Clubs Lincoln sponsors

SOURCE(S) OF INCOME
All listed BOE approved revenue sources for 24-25 sy

PLANNED EXPENSES
All listed BOE approved expenditures for 24-25 sy

SPONSOR NAME
Carla Nelson

SIGNATURE
Carla Nelson

PRINCIPAL/DIRECTOR
George Horton

SIGNATURE
George Horton

TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: *Rachel Boyer* DATE: 8/23/24

ACCOUNT NUMBER: 850

BOARD OF EDUCATION APPROVAL DATE: _____

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 24-25 Sponsor Name: Carla Nelson

Name of Activity Fund: Grant Account No: 850

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>15,352.57</u>	\$ _____
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
<u>Garden Club grant</u>	\$ <u>1200⁰⁰</u>	
<u>Guitar Club grant</u>	\$ <u>2000⁰⁰</u>	
<u>Prairie Arts grant</u>	\$ <u>1000⁰⁰</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>4200⁰⁰</u>	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>19,552.57</u>	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
<u>Bikes + Equip</u>	\$ <u>15,000⁰⁰</u>	
<u>Garden Club supplies</u>	\$ <u>1200⁰⁰</u>	
<u>Guitar Club supplies</u>	\$ <u>1000⁰⁰</u>	
<u>Prairie Arts fees</u>	\$ <u>-750⁰⁰</u>	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>17,950⁰⁰</u>	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>1602.57</u>	\$ _____

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: _____ Sponsor Name: _____

Name of Activity Fund: _____ Account No: _____

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

PURPOSE OF RAISING FUNDS:

FUNDRAISER DATES: START _____ END _____

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. _____ - EST. EXP. _____ = EST. PROFIT _____

SPONSOR SIGNATURE

ATHLETIC DIRECTOR AUTHORIZATION
(applicable only if athletic fundraiser)

PRINCIPAL AUTHORIZATION

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: _____ END DATE: _____

FUNDRAISER PROFIT

ACT. INC. _____ - ACT. EXP. _____ = ACT. PROFIT _____
(Reconciles to Deposits) (Reconciles to fundraiser related POs) (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: _____ TO _____

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2023-2024 Sponsor Name: Carla Nelson
 Name of Activity Fund: Grant Account No: 850

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>352.57</u>	\$ <u>352.57</u>
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>0.00</u>	\$ <u>15,000.00</u>
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>352.57</u>	\$ <u>15,352.57</u>
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>0.00</u>	\$ <u>0.00</u>
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>352.57</u>	\$ <u>15,352.57</u>

Stillwater School District 16

Budget Control Group Report

Fiscal Year: 2024-2025

DAC: LINCOLN - ACTIVITY FUND

Budget Control Group: 700-850-GRANT

Show Account Detail

Show Transaction Detail Show Encumbrance Include Pre Encumbrance

Range Dates: 7/1/2024 - 8/23/2024

Page Break on Budget Control Group

Account	FTE	Budget Amt	Range Trans	YTD Trans	Balance	Encumbrance	Budget Bal.
Control Group: 700-850-GRANT							
60.850.1290.000.0000.000.700.1	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60.850.3300.619.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,977.96	-\$14,977.96
60.850.9902.000.000.0000.000.700.4	0.00	\$0.00	\$0.00	-\$15,352.57	\$15,352.57	\$0.00	\$15,352.57
		700-850-GRANT Sub Total:	0.00	\$0.00	-\$15,352.57	\$14,977.96	374.61

End of Report

ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account

Reporting School Year: 2024-2025 Sponsor Name: Carla Nelson
 Name of Activity Fund: Friends of Lincoln Account No: 858

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

PACKET CONTENTS:

FORM	FOUND ON PAGE	INITIAL IF COMPLETE
APPROVAL OF ACCOUNT FORM	PAGE 2	RAB
ACTIVITY FUND SUBACCOUNT BUDGET	PAGE 3	RAB
ACTIVITY FUND FUNDRAISER REQUEST(S) (pg. 4)	PAGE 4	RAB
REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	RAB

*This is the form found on page 2, but should be the plan submitted the prior year updated with last year's actual revenues, expenditures, and ending cash balance.

ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 2024-2025 SITE: Lincoln Academy

ACCOUNT NAME: 858 Friends of Lincoln

PURPOSE

Purchase Cap + gowns, Staff luncheons, field trips
Staff appreciation, Student of the month + shirts, transportation
fees, Dues + fees for clubs, Humane Society Donations

SOURCE(S) OF INCOME

All listed BOE approved Revenue for 24-25 sy

PLANNED EXPENSES

All listed BOE approved expenditures for 24-25 sy

SPONSOR NAME

Carla Nelson

SIGNATURE

Carla Nelson

PRINCIPAL/DIRECTOR

George Horton

SIGNATURE

George Horton

TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: Rachel Bepp DATE: 8/23/24

ACCOUNT NUMBER: 858

BOARD OF EDUCATION APPROVAL DATE: _____

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 24-25 Sponsor Name: Carla Nelson

Name of Activity Fund: Friends of Lincoln Account No: 858

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>1371.64</u>	\$ _____
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
<u>Candy gram Fundraiser</u>	\$ <u>150⁰⁰</u>	
<u>Restaurant Nights</u>	\$ <u>300⁰⁰</u>	
<u>Capt Gown Reimbursements</u>	\$ <u>450⁰⁰</u>	
<u>Harvest II Donation</u>	\$ <u>50⁰⁰</u>	
<u>Friends of LA Donations</u>	\$ <u>150⁰⁰</u>	
	\$ _____	
Total Revenues:	\$ <u>1100⁰⁰</u>	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>2471.64</u>	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
<u>Josten's Capt Gowns</u>	\$ <u>700⁰⁰</u>	
<u>Humane Society Donation</u>	\$ <u>150⁰⁰</u>	
<u>Student of the month +-shirts</u>	\$ <u>390⁰⁰</u>	
<u>Dues + fees</u>	\$ <u>150⁰⁰</u>	
<u>Field trips + transportation</u>	\$ <u>500⁰⁰</u>	
<u>Staff luncheons</u>	\$ <u>200⁰⁰</u>	
	\$ _____	
Total Expenditures:	\$ <u>2090⁰⁰</u>	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>381.64</u>	\$ _____

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: 24-25 Sponsor Name: Carla Nelson

Name of Activity Fund: Friends of LA Account No: 858

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

Restaurant Nights - Portion of Nights Proceeds to be donated to Friends of LA

PURPOSE OF RAISING FUNDS:

To help w/all listed approved BOE expenditures

FUNDRAISER DATES: START 8/15/24 END 7/31/25

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. 300.00 - EST. EXP. 0 = EST. PROFIT 300.00

Carla Nelson SPONSOR SIGNATURE

ATHLETIC DIRECTOR AUTHORIZATION (applicable only if athletic fundraiser)

Principal Signature PRINCIPAL AUTHORIZATION

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: END DATE:

FUNDRAISER PROFIT

ACT. INC. - ACT. EXP. = ACT. PROFIT (Reconciles to Deposits) (Reconciles to fundraiser related POs) (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: TO

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: 24-25 Sponsor Name: Carla Nelson

Name of Activity Fund: Friends of LA Account No: 858

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

Candy grams for Valentine's Day

PURPOSE OF RAISING FUNDS:

To donate + raise \$ for Stillwater Humane Society

FUNDRAISER DATES: START 1/5/25 END 2/14/25

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. 150⁰⁰ - EST. EXP. 0 = EST. PROFIT 150⁰⁰

Carla Nelson
SPONSOR SIGNATURE

ATHLETIC DIRECTOR AUTHORIZATION
(applicable only if athletic fundraiser)

[Signature]
PRINCIPAL AUTHORIZATION

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: _____ END DATE: _____

FUNDRAISER PROFIT

ACT. INC. _____ - ACT. EXP. _____ = ACT. PROFIT _____
(Reconciles to Deposits) (Reconciles to fundraiser related POs) (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: _____ TO _____

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2023-2024 Sponsor Name: Carla Nelson

Name of Activity Fund: Friends of Lincoln Account No: 858

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>1,775.25</u>	\$ <u>1615.91</u>
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Donations from Friends of LA	\$ <u>650.00</u>	
Donations for Lamber Memorial Fund	\$ <u>100.00</u>	
Fundraiser	\$ <u>100.30</u>	
Cap and Gown payments	\$ <u>257.75</u>	
	\$ _____	
	\$ _____	
Total Revenues:	\$ <u>1,108.05</u>	\$ <u>1718.00</u>
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>2,883.30</u>	\$ <u>3333.91</u>
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Staff luncheons and class prizes	\$ <u>-440.52</u>	
Cap and Gowns	\$ <u>-519.60</u>	
Humane Society Fundraiser	\$ <u>-100.30</u>	
Student clothing needs	\$ <u>-219.92</u>	
SPS fees for background checks	\$ <u>-30.00</u>	
	\$ _____	
Total Expenditures:	\$ <u>-1,310.34</u>	\$ <u>-1962.27</u>
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>1,572.96</u>	\$ <u>1371.64</u>

Stillwater School District 16

Budget Control Group Report
 Fiscal Year: 2024-2025
 DAC: LINCOLN - ACTIVITY FUND
 Budget Control Group: 700-858-FRIENDS OF LINCOLN

Show Account Detail
 Show Transaction Detail Show Encumbrance Include Pre Encumbrance
 Range Dates: 7/1/2024 - 8/23/2024
 Page Break on Budget Control Group

Account	FTE	Budget Amt	Range Trans	YTD Trans	Balance	Encumbrance	Budget Bal.
Control Group: 700-858-FRIENDS OF LINCOLN							
60.858.1460.000.900.0000.000.700.1	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LA - FRIENDS OF LINCOLN - SALE OTHER							
60.858.1972.000.900.0000.000.700.1	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LA - FRIENDS OF LINCOLN - CLUBS ORGS							
60.858.1990.000.900.0000.000.700.1	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LA - FRIENDS OF LINCOLN - ACT OTR REV							
60.858.2199.614.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TESTING SUPPLIES & MATERIALS							
60.858.2199.810.900.0000.000.700.0	0.00	\$0.00	\$40.00	\$40.00	-\$40.00	\$215.00	-\$255.00
DUES AND FEES							
60.858.2490.617.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
KITCHEN PRODUCTS & SUPPLIES							
60.858.2490.619.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GENERAL SUPPLIES							
60.858.2575.682.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$60.00	-\$60.00
AWARDS, GIFTS, DECORATIONS, REGALIA & REFRESHMENTS							
60.858.3300.619.900.0000.000.700.0	0.00	\$0.00	\$382.00	\$382.00	-\$382.00	\$0.00	-\$382.00
858 FRIENDS OF LINCOLN EXP							
60.858.3300.881.900.0000.000.700.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
858 FRIENDS OF LINCOLN DONATIONS							
60.858.9902.000.000.0000.000.700.4	0.00	\$0.00	\$0.00	-\$1,371.64	\$1,371.64	\$0.00	\$1,371.64
858 FRIENDS OF LINCOLN							
700-858-FRIENDS OF LINCOLN Sub Total:		0.00	\$422.00	-\$949.64	\$949.64	\$275.00	674.64

End of Report

MIDDLE SCHOOL

ACTIVITY FUND

PACKETS

STILLWATER BOARD OF EDUCATION

CFB-E1

ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account

Reporting School Year: 2024-2025 Sponsor Name: Kari Quigley

Name of Activity Fund: MS Japan Exchange Account No: 824

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

PACKET CONTENTS:

FORM	FOUND ON PAGE	INITIAL IF COMPLETE
APPROVAL OF ACCOUNT FORM	PAGE 2	<i>Rum</i>
ACTIVITY FUND SUBACCOUNT BUDGET	PAGE 3	<i>Rum</i>
ACTIVITY FUND FUNDRAISER REQUEST(S) (pg. 4)	PAGE 4	<i>Rum</i>
REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	<i>Rum</i>

*This is the form found on page 2, but should be the plan submitted the prior year updated with last year's actual revenues, expenditures, and ending cash balance.

ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 8/27/24 SITE: MS

ACCOUNT NAME: SMS ^{JAPAN} Exchange

PURPOSE

Student Exchange Program w/ JAPAN

SOURCE(S) OF INCOME

Donors and Fundraising

PLANNED EXPENSES

Air Fare and Hotel Expenses / Food for TRIP
Consumables for Fundraising Events

SPONSOR NAME

KARI Quigley

SIGNATURE

Kari Quigley

PRINCIPAL/DIRECTOR

Ryan Blota

SIGNATURE

RJB

TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: [Signature] DATE: 8/28/24

ACCOUNT NUMBER: 824 - JAPAN EXCHANGE

BOARD OF EDUCATION APPROVAL DATE: _____

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 24-25 Sponsor Name: Kari Quigley
 Name of Activity Fund: SMS JAPAN Exchange Account No: 824

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>38K</u>	\$ <u>38162.¹⁰</u>
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
<u>Multiple Fund Raisers/</u>	\$ _____	
<u>DONATIONS</u>	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ _____	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>51727.11</u>	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
<u>Air fare / insurance</u>	\$ _____	
<u>Hotels / Per diem</u>	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>40,681.14</u>	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>11,045.97</u>	\$ _____

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: SY 24/25 Sponsor Name: Kari Quigley

Name of Activity Fund: SINS JAPAN Exchange Account No: 824

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

Dance, hot dog Sales

PURPOSE OF RAISING FUNDS:

Student Exchange Program w/JAPAN

FUNDRAISER DATES: START Mar 24 END Oct 24

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. \$58,082.36 EST. EXP. \$50K = EST. PROFIT \$8K

Kari Quigley
SPONSOR SIGNATURE

N/A
ATHLETIC DIRECTOR AUTHORIZATION
(applicable only if athletic fundraiser)

[Signature]
PRINCIPAL AUTHORIZATION

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: _____ END DATE: _____

FUNDRAISER PROFIT

ACT. INC. _____ - ACT. EXP. _____ = ACT. PROFIT _____
(Reconciles to Deposits) (Reconciles to fundraiser related POs) (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: _____ TO _____

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

SANGRE RIDGE

**ACTIVITY FUND
PACKETS**

Student Supply AF Packet

STILLWATER BOARD OF EDUCATION

CFB-E1

ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account

Reporting School Year: 2024-2025 Sponsor Name: Tiffanie Seefeldt

Name of Activity Fund: Student Supply Account No: 801

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

This account is used to purchase student supplies & classroom enhancements for student use.

PACKET CONTENTS:

FORM	FOUND ON PAGE	INITIAL IF COMPLETE
APPROVAL OF ACCOUNT FORM	PAGE 2	RAB
ACTIVITY FUND SUBACCOUNT BUDGET	PAGE 3	RAB
ACTIVITY FUND FUNDRAISER REQUEST(S) (pg. 4)	PAGE 4	RAB
REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	

*This is the form found on page 2, but should be the plan submitted the prior year updated with last year's actual revenues, expenditures, and ending cash balance.

Adoption Date: February 21, 2012

Revision Date(s): 9/10/19

Page 1 of 4

ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 2024-2025 SITE: Sangre Ridge

ACCOUNT NAME: 801 Student Supply

PURPOSE

This account is used to purchase student supplies & classroom enhancements for student use.

SOURCE(S) OF INCOME

Student Supply Income: AP Testing Fees, Class Supplies, Contributions/Donations, Fees/Fines/Dues, Field Trip Collections, Grants/Scholarships, Lost/Damaged Book Fee, PALS Profit, Redeposit of Cash-Box/Start-up Cash, Registration Costs, Reimbursements/Refunds/Rebates, Student Payments, Student Supply Fees.

PLANNED EXPENSES

Student Supply Expenses: Achievement Awards, Books, Cash-Box/Start-up Cash, Fees/Dues, Field Trip Expenses, Registrations, Reimbursements/Refunds, Subscriptions, Classroom related Supplies/Materials, Student Snacks, Technology Expenses, and Tutoring.

SPONSOR NAME

Tiffanie Seefeldt

SIGNATURE

Tiffanie Seefeldt

PRINCIPAL/DIRECTOR

Cami Patzkowski

SIGNATURE

Cami Patzkowski

TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: [Signature] DATE: 8/30/24

ACCOUNT NUMBER:

BOARD OF EDUCATION APPROVAL DATE:

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2024-2025 Sponsor Name: Tiffanie Seefeldt

Name of Activity Fund: Student Supply Account No: 801

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>3,454.68</u>	\$ _____
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Allocation from District	\$ <u>10,000.00</u>	
2nd supply deposit	\$ <u>8,000.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>18,000.00</u>	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>21,454.68</u>	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Classroom Supplies	\$ <u>-15,000.00</u>	
Field Trip Expenses	\$ <u>-550.00</u>	
Co-curricular subscriptions	\$ <u>-200.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>-15,750.00</u>	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>5,704.68</u>	\$ _____

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: 2024-2025 Sponsor Name: Tiffanie Seefeldt

Name of Activity Fund: Student Supply Account No: 801

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

Student Supply accounts do not hold fundraisers.

PURPOSE OF RAISING FUNDS:

FUNDRAISER DATES: START _____ END _____

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. _____ - EST. EXP. _____ = EST. PROFIT \$ 0.00

SPONSOR SIGNATURE

ATHLETIC DIRECTOR AUTHORIZATION
(applicable only if athletic fundraiser)

PRINCIPAL AUTHORIZATION

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: _____ END DATE: _____

FUNDRAISER PROFIT

ACT. INC. _____ - ACT. EXP. _____ = ACT. PROFIT _____
(Reconciles to Deposits) (Reconciles to fundraiser related POs) (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: _____ TO _____

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

STILLWATER BOARD OF EDUCATION

CFB-E1

ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account

Reporting School Year: 2024-2025 Sponsor Name: Morganne Clyburn & Dana Co.

Name of Activity Fund: Courtesy Account No: 802

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

PACKET CONTENTS:

FORM	FOUND ON PAGE	INITIAL IF COMPLETE
APPROVAL OF ACCOUNT FORM	PAGE 2	<i>VAB</i>
ACTIVITY FUND SUBACCOUNT BUDGET	PAGE 3	<i>VAB</i>
ACTIVITY FUND FUNDRAISER REQUEST(S) (pg. 4)	PAGE 4	
REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	

**This is the form found on page 2, but should be the plan submitted the prior year updated with last year's actual revenues, expenditures, and ending cash balance.*

ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 2024-2025 SITE: Sangre Ridge

ACCOUNT NAME: 802 Courtesy

PURPOSE

The purpose of this account is to purchase food for teacher luncheons, gifts, supplies, food and refreshments, and sympathy gifts for employees as needed.

SOURCE(S) OF INCOME

All listed BOE approved revenue sources for the 2023-2024 school year, 2024-2025

PLANNED EXPENSES

All listed BOE approved expenditures for the 2023-2024 school year, 2024-25

SPONSOR NAME

Morganne Clyburn

SIGNATURE

[Handwritten signature]

PRINCIPAL/DIRECTOR

Cami Patzkowski

SIGNATURE

[Handwritten signature]

TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: [Handwritten signature] DATE: 8/30/24

ACCOUNT NUMBER:

BOARD OF EDUCATION APPROVAL DATE:

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2024-2025 Sponsor Name: Morganne Clyburn & Dana Co.

Name of Activity Fund: Courtesy Account No: 802

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>584.59</u>	\$ _____
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Courtesy dues	\$ <u>2,000.00</u>	
Donations	\$ <u>200.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>2,200.00</u>	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>2,784.59</u>	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
luncheons	\$ <u>-1,500.00</u>	
supplies and gifts	\$ <u>-600.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>-2,100.00</u>	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>684.59</u>	\$ _____

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: 2024-2025 Sponsor Name: Morganne Clyburn & Dana Co.

Name of Activity Fund: Courtesy Account No: 802

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

PURPOSE OF RAISING FUNDS:

Why are you raising the money? (i.e. Cover the cost of Teacher and Support Employee of the Year celebrations.)

FUNDRAISER DATES: START 06/01/2023 END 12/15/2023

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. \$ 400.00 - EST. EXP. -\$ 100.00 = EST. PROFIT \$ 300.00

SPONSOR SIGNATURE

ATHLETIC DIRECTOR AUTHORIZATION (applicable only if athletic fundraiser)

PRINCIPAL AUTHORIZATION

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: END DATE:

FUNDRAISER PROFIT

ACT. INC. (Reconciles to Deposits) - ACT. EXP. (Reconciles to fundraiser related POs) = ACT. PROFIT (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: TO

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

STILLWATER BOARD OF EDUCATION

CFB-E1

ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account

Reporting School Year: 2024-2025 Sponsor Name: Morganne Clyburn

Name of Activity Fund: Library Account No: 803

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

The balance will be used for cashbox for bookfairs, subscriptions and books for the following school year. Excess funds were raised from the spring book fair in March.

PACKET CONTENTS:

FORM	FOUND ON PAGE	INITIAL IF COMPLETE
APPROVAL OF ACCOUNT FORM	PAGE 2	VAB
ACTIVITY FUND SUBACCOUNT BUDGET	PAGE 3	VAB
ACTIVITY FUND FUNDRAISER REQUEST(S) (pg. 4)	PAGE 4	VAB
REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	

**This is the form found on page 2, but should be the plan submitted the prior year updated with last year's actual revenues, expenditures, and ending cash balance.*

ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 2024-2025 SITE: School

ACCOUNT NAME: 803 Library

PURPOSE

The balance will be used for cashbox for bookfairs, subscriptions and books for the following school year. Excess funds were raised from the spring book fair in March.

SOURCE(S) OF INCOME

Library Type Income: Advertising Sales, Awards/Prizes, Book Fair Sales, Contest Fees, Contributions/Donations, Fees/Fines/Dues, BOE approved Fundraisers, Grants/Scholarships, Lost/Damaged Book Fee, Merchandise Sales, Redeposit of Cash-Box/Start-up Cash, Registrations, Reimbursements/Refund/Rebates, Rental Fees, Student Payments, and Ticket Sales.

PLANNED EXPENSES

Library Type Expenses: Awards, Advertising, Books, Cash-Box/Start-up Cash, Competition Expenses, Custodial Expenses, Equipment/Furniture, Fees/Dues, Fundraising Expenses, Meeting Supplies and Refreshments, Newspapers, Registrations, Reimbursements/Refunds, Rental Fees, Subscriptions, Supplies/Materials and Technology Expenses.

SPONSOR NAME

Morganne Clyburn

SIGNATURE

[Handwritten signature]

PRINCIPAL/DIRECTOR

Cami Patzkowski

SIGNATURE

[Handwritten signature]

TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: [Handwritten signature] DATE: 8/30/24

ACCOUNT NUMBER:

BOARD OF EDUCATION APPROVAL DATE:

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2024-2025 Sponsor Name: Morganne Clyburn

Name of Activity Fund: Library Account No: 803

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ 4,674.13	\$ _____
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Fundraising Events/Book Fair	\$ 6,000.00	
Donations	\$ 1,000.00	
Dues from students	\$ 250.00	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ 7,250.00	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ 11,924.13	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Fundraising Expenses/Book Fair	\$ -6,000.00	
World Book subscription	\$ -1,175.16	
Capstone subscription	\$ -1,799.00	
Books/Supplies	\$ -2,000.00	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ -10,974.16	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ 949.97	\$ _____

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: 2024-2025 Sponsor Name: Morganne Clyburn

Name of Activity Fund: Library Account No: 803

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

Fall Book Fair-books, toys, school supplies sold online and on-site

PURPOSE OF RAISING FUNDS:

To use funds to purchase books, supplies and subscriptions.

FUNDRAISER DATES: START 08/15/2024 END 12/15/2024

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. \$ 6,000.00 - EST. EXP. -\$ 3,500.00 = EST. PROFIT \$ 2,500.00

SPONSOR SIGNATURE [Handwritten Signature]

ATHLETIC DIRECTOR AUTHORIZATION (applicable only if athletic fundraiser)

PRINCIPAL AUTHORIZATION [Handwritten Signature]

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: END DATE:

FUNDRAISER PROFIT

ACT. INC. (Reconciles to Deposits) - ACT. EXP. (Reconciles to fundraiser related POs) = ACT. PROFIT (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: TO

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: 2024-2025 Sponsor Name: Morganne Clyburn

Name of Activity Fund: Library Account No: 803

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

Spring Book Fair-books, toys, school supplies sold online and on site.

PURPOSE OF RAISING FUNDS:

To use funds to purchase supplies, subscriptions and books.

FUNDRAISER DATES: START 02/01/2025 END 05/01/2025

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. \$ 10,000.00 - EST. EXP. \$ 7,000.00 = EST. PROFIT \$ 3,000.00

SPONSOR SIGNATURE

ATHLETIC DIRECTOR AUTHORIZATION (applicable only if athletic fundraiser)

PRINCIPAL AUTHORIZATION

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: END DATE:

FUNDRAISER PROFIT

ACT. INC. (Reconciles to Deposits) - ACT. EXP. (Reconciles to fundraiser related POs) = ACT. PROFIT (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: TO

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

STILLWATER BOARD OF EDUCATION

CFB-E1

ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account

Reporting School Year: 2024-2025 Sponsor Name: Tiffanie Seefeldt

Name of Activity Fund: General Activity Account No: 805

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

The balance of this account will be used for general supplies, office supplies, rewards, birthdays, snacks, 12 days of Christmas gifts, decorations and teacher luncheons.

PACKET CONTENTS:

FORM	FOUND ON PAGE	INITIAL IF COMPLETE
APPROVAL OF ACCOUNT FORM	PAGE 2	VAB
ACTIVITY FUND SUBACCOUNT BUDGET	PAGE 3	VAB
ACTIVITY FUND FUNDRAISER REQUEST(S) (pg. 4)	PAGE 4	
REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	

*This is the form found on page 2, but should be the plan submitted the prior year updated with last year's actual revenues, expenditures, and ending cash balance.

Adoption Date: February 21, 2012

Revision Date(s): 9/10/19

Page 1 of 4

ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 2024-2025 SITE: Sangre Ridge

ACCOUNT NAME: 805 General Activity

PURPOSE

The balance of this account will be used for general supplies, office supplies, rewards, birthdays, snacks, 12 days of Christmas gifts, decorations and teacher luncheons.

SOURCE(S) OF INCOME

All listed BOE approved revenue sources for the 2023-2024 school year. 2024-2025

PLANNED EXPENSES

All listed BOE approved expenditures for the 2023-2024 school year. 2024-2025

SPONSOR NAME

Tiffanie Seefeldt

SIGNATURE

Tiffanie Seefeldt

PRINCIPAL/DIRECTOR

[Signature]

SIGNATURE

[Signature]

TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: [Signature] DATE: 8/30/24

ACCOUNT NUMBER:

BOARD OF EDUCATION APPROVAL DATE:

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2024-2025 Sponsor Name: Tiffanie Seefeldt

Name of Activity Fund: General Activity Account No: 805

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>9,718.71</u>	\$ _____
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Picture commissions	\$ <u>4,000.00</u>	
Donations	\$ <u>200.00</u>	
Soda Commissions	\$ <u>250.00</u>	
Grants	\$ <u>500.00</u>	
PALS	\$ <u>3,000.00</u>	
	\$ _____	
Total Revenues:	\$ <u>7,950.00</u>	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>17,668.71</u>	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
	\$ _____	
Teacher Awards	\$ <u>-200.00</u>	
Office supplies	\$ <u>-4,000.00</u>	
Luncheons	\$ <u>-1,500.00</u>	
Birthday and rewards	\$ <u>-500.00</u>	
12 Days of Christmas	\$ <u>-1,000.00</u>	
	\$ _____	
Total Expenditures:	\$ <u>-7,200.00</u>	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>10,468.71</u>	\$ _____

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: 2024-2025 Sponsor Name: Tiffanie Seefeldt

Name of Activity Fund: General Activity Account No: 805

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

PURPOSE OF RAISING FUNDS:

Why are you raising the money? (i.e. Cover the cost of Teacher and Support Employee of the Year celebrations.)

FUNDRAISER DATES: START 06/01/2023 END 12/15/2023

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. \$ 400.00 - EST. EXP. -\$ 100.00 = EST. PROFIT \$ 300.00

SPONSOR SIGNATURE

ATHLETIC DIRECTOR AUTHORIZATION (applicable only if athletic fundraiser)

PRINCIPAL AUTHORIZATION

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: END DATE:

FUNDRAISER PROFIT

ACT. INC. (Reconciles to Deposits) - ACT. EXP. (Reconciles to fundraiser related POs) = ACT. PROFIT (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: TO

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

STILLWATER BOARD OF EDUCATION

CFB-E1

ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account

Reporting School Year: 2024-2025 Sponsor Name: Tiffanie Seefeldt

Name of Activity Fund: Grants Account No: 850

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

PACKET CONTENTS:

FORM	FOUND ON PAGE	INITIAL IF COMPLETE
APPROVAL OF ACCOUNT FORM	PAGE 2	VAB
ACTIVITY FUND SUBACCOUNT BUDGET	PAGE 3	VAB
ACTIVITY FUND FUNDRAISER REQUEST(S) (pg. 4)	PAGE 4	/
REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	/

*This is the form found on page 2, but should be the plan submitted the prior year updated with last year's actual revenues, expenditures, and ending cash balance.

ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 2024-2025 SITE: Sangre Ridge

ACCOUNT NAME: 850 Grants

PURPOSE

The purpose of this account is to purchase supplies, technology, food and student supplies from grant money recieved.

SOURCE(S) OF INCOME

All listed BOE approved revenue sources for the 2023-2024 school year.

PLANNED EXPENSES

All listed BOE approved expenditures for the 2023-2024 school year.

SPONSOR NAME

Tiffanie Seefeldt

SIGNATURE

Tiffanie Seefeldt

PRINCIPAL/DIRECTOR

Cami Patzkowski

SIGNATURE

Cami Patzkowski

TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: [Signature] DATE: 8/30/24

ACCOUNT NUMBER:

BOARD OF EDUCATION APPROVAL DATE:

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2024-2025 Sponsor Name: Tiffanie Seefeldt

Name of Activity Fund: Grants Account No: 850

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>0.00</u>	\$ _____
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Grants	\$ <u>5,000.00</u>	
Donations	\$ <u>1,000.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>6,000.00</u>	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>6,000.00</u>	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Supplies, Technology, Student Supplies & Food	\$ <u>-8,000.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>-8,000.00</u>	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>0.00</u>	\$ _____

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: 2024-2025 Sponsor Name: Tiffanie Seefeldt

Name of Activity Fund: Grants Account No: 850

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

PURPOSE OF RAISING FUNDS:

Why are you raising the money? (i.e. Cover the cost of Teacher and Support Employee of the Year celebrations.)

FUNDRAISER DATES: START 06/01/2023 END 12/15/2023

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. \$ 400.00 - EST. EXP. -\$ 100.00 = EST. PROFIT \$ 300.00

SPONSOR SIGNATURE

ATHLETIC DIRECTOR AUTHORIZATION (applicable only if athletic fundraiser)

PRINCIPAL AUTHORIZATION

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: END DATE:

FUNDRAISER PROFIT

ACT. INC. (Reconciles to Deposits) - ACT. EXP. (Reconciles to fundraiser related POs) = ACT. PROFIT (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: TO

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

STILLWATER BOARD OF EDUCATION

CFB-E1

ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account.

Reporting School Year: 2024-2025 Sponsor Name: Tiffanie Seefeldt

Name of Activity Fund: SPEF Account No: 839

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

PACKET CONTENTS:

FORM	FOUND ON PAGE	INITIAL IF COMPLETE
APPROVAL OF ACCOUNT FORM	PAGE 2	VAB
ACTIVITY FUND SUBACCOUNT BUDGET	PAGE 3	VAB
ACTIVITY FUND FUNDRAISER REQUEST(S) (pg. 4)	PAGE 4	
REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	

**This is the form found on page 2, but should be the plan submitted the prior year updated with last year's actual revenues, expenditures, and ending cash balance.*

ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 2024-2025 SITE: Sangre Ridge

ACCOUNT NAME: 839 SPEF

PURPOSE

The purpose of this account is to purchase supplies, technology, and student supplies from grant money received from SPEF.

SOURCE(S) OF INCOME

All listed BOE approved revenue sources for the 2023-2024 school year.

PLANNED EXPENSES

All listed BOE approved expenditures for the 2023-2024 school year.

SPONSOR NAME

Tiffanie Seefeldt

SIGNATURE

Tiffanie Seefeldt

PRINCIPAL/DIRECTOR

ami

SIGNATURE

Carly Hatch

TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: [Signature] DATE: 8/30/24

ACCOUNT NUMBER:

BOARD OF EDUCATION APPROVAL DATE:

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2024-2025 Sponsor Name: Tiffanie Seefeldt

Name of Activity Fund: SPEF Account No: 839

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>0.00</u>	\$ _____
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Grants	\$ <u>6,000.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>6,000.00</u>	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>6,000.00</u>	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Supplies, Technology, Student Supplies	\$ <u>-6,000.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>-6,000.00</u>	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>0.00</u>	\$ _____

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: 2024-2025 Sponsor Name: Tiffanie Seefeldt

Name of Activity Fund: SPEF Account No: 839

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

PURPOSE OF RAISING FUNDS:

Why are you raising the money? (i.e. Cover the cost of Teacher and Support Employee of the Year celebrations.)

FUNDRAISER DATES: START _____ END _____

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. _____ - EST. EXP. _____ = EST. PROFIT _____

SPONSOR SIGNATURE

ATHLETIC DIRECTOR AUTHORIZATION
(applicable only if athletic fundraiser)

PRINCIPAL AUTHORIZATION

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: _____ END DATE: _____

FUNDRAISER PROFIT

ACT. INC. _____ - ACT. EXP. _____ = ACT. PROFIT _____
(Reconciles to Deposits) (Reconciles to fundraiser related POs) (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: _____ TO _____

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

**VIRTUAL ACADEMY
(SPVA)**

**ACTIVITY FUND
PACKETS**

STILLWATER BOARD OF EDUCATION

CFB-E1

ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account

Reporting School Year: 2024-2025 Sponsor Name: Kristy Self

Name of Activity Fund: SPVA Activity Account No: 841

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

n/a

PACKET CONTENTS:

FORM	FOUND ON PAGE	INITIAL IF COMPLETE
APPROVAL OF ACCOUNT FORM	PAGE 2	KS
ACTIVITY FUND SUBACCOUNT BUDGET	PAGE 3	KS
ACTIVITY FUND FUNDRAISER REQUEST(S) (pg. 4)	PAGE 4	KS
REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	KS

**This is the form found on page 2, but should be the plan submitted the prior year updated with last year's actual revenues, expenditures, and ending cash balance.*

ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 2024-2025 SITE: SPVA

ACCOUNT NAME: 841 SPVA Activity

PURPOSE

The collection and expense for general SPVA activity fund use.

SOURCE(S) OF INCOME

Academic Type Income: Advertising Sales, AP Testing Fees, Awards/Prizes, Concession Sales, Contest Fees, Contributions /Donations, Fees/Fines/Dues, Field Trip Collections, BOE approved Fundraisers, Grants/Scholarships, Merchandise Sales, Redeposit of Cash-Box/Start-up Cash, Registration Costs, Reimbursements/Refunds/Rabates, Summer Camps and Ticket Sales.

PLANNED EXPENSES

Academic Type Expenses: Awards, Advertising, Camp Expenses, Cash-Box/Start-up Cash, Charitable Activities, Apparel/Uniforms, Competition Expenses, Donations, Equipment, Fees/Dues, Field Trip Expenses, Fundraising Expenses, Travel Expenses to include meals, Meeting Supplies and Refreshments, Officials/Judges, Registrations, Reimbursements, Rental Fees, Stipends, Award Banquets and other Activity related supplies and materials.

SPONSOR NAME

Kristy Self

SIGNATURE

[Handwritten signature of Kristy Self]

PRINCIPAL/DIRECTOR

Kristy Self

SIGNATURE

[Handwritten signature of Kristy Self]

TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: [Handwritten signature] DATE: 8/23/24

ACCOUNT NUMBER: 841 SPVA

BOARD OF EDUCATION APPROVAL DATE: _____

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2024-2025 Sponsor Name: Kristy Self

Name of Activity Fund: SPVA Activity Account No: 841

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>203.53</u>	\$ _____
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Dupree Shirt fundraisers	\$ <u>100.00</u>	
Donations	\$ <u>100.00</u>	
Facilities rentals	\$ <u>300.00</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>500.00</u>	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>703.53</u>	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Team Apparel	\$ <u>-100.00</u>	
Meeting supply and refreshments	\$ <u>-150.00</u>	
Classroom supplies	\$ <u>-100.00</u>	
Teacher awards and supplies	\$ <u>-150.00</u>	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>-500.00</u>	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>203.53</u>	\$ _____

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: 2024-2025 Sponsor Name: Kristy Self

Name of Activity Fund: SPVA Activity Account No: 841

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

Online clothing store fundraiser through Duprees. Commission check sent to SPVA after sells are completed.

PURPOSE OF RAISING FUNDS:

To purchase supplies, items, and food needed for students and staff.

FUNDRAISER DATES: START 07/15/2024 END 12/15/2024

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. \$ 100.00 - EST. EXP. \$ 0.00 = EST. PROFIT \$ 100.00

Sponsor signature

SPONSOR SIGNATURE

ATHLETIC DIRECTOR AUTHORIZATION (applicable only if athletic fundraiser)

Principal signature

PRINCIPAL AUTHORIZATION

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: END DATE:

FUNDRAISER PROFIT

ACT. INC. - ACT. EXP. = ACT. PROFIT (Reconciles to Deposits) (Reconciles to fundraiser related POs) (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: TO

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2023-2024 Sponsor Name: Kristy Self

Name of Activity Fund: SPVA Account No: 841

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>336.53</u>	\$ <u>336.53</u>
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
Online Clothing Store Sales	\$ <u>150.00</u>	
Rental Income and Cert Staff Pay	\$ <u>575.00</u>	
Donations	\$ <u>100.00</u>	
Restaurant Fundraiser	\$ <u>100.00</u>	
	\$ _____	
	\$ _____	
Total Revenues:	\$ <u>925.00</u>	\$ <u>242.-</u>
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>1,261.53</u>	\$ <u>578.53</u>
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
Supplies	\$ <u>-200.00</u>	
Food	\$ <u>-150.00</u>	
Staff/Student Celebrations	\$ <u>-100.00</u>	
Facility Rental Expenses	\$ <u>-172.50</u>	
	\$ _____	
	\$ _____	
Total Expenditures:	\$ <u>-622.50</u>	\$ <u>375.-</u>
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>639.03</u>	\$ <u>203.53</u>

Stillwater School District 16

Budget Control Group Report

Fiscal Year: 2024-2025

DAC: VIRTUAL ACAD - ACTIVITY FUND

Budget Control Group: 702-841-VIRTUAL ACADEMY FUND

Show Account Detail

Show Transaction Detail Show Encumbrance Include Pre Encumbrance

Range Dates: 7/1/2024 - 8/23/2024

Page Break on Budget Control Group

Account	FTE	Budget Amt	Range Trans	YTD Trans	Balance	Encumbrance	Budget Bal.
Control Group: 702-841-VIRTUAL ACADEMY FUND							
60.841.1950.000.900.0000.000.702.1	0.00	\$0.00	-\$35.00	-\$35.00	\$35.00	\$0.00	\$35.00
841 VIRT RESALE							
60.841.2199.337.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.CO-CUR.CONTRACT WORK							
60.841.2199.530.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.CO-CUR.LICENSE-SUBS							
60.841.2199.550.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.CO-CUR.PRINTING							
60.841.2199.611.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.CO-CUR.COPY SUPP							
60.841.2199.614.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.CO-CUR.TESTING SUPP							
60.841.2199.615.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.CO-CUR.AV SUPP							
60.841.2199.616.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.CO-CUR.HEALTH SUPP							
60.841.2199.619.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.CO-CUR.GEN SUPPLY							
60.841.2199.641.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.CO-CUR.BOOKS							
60.841.2199.642.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.CO-CUR.PERIODICALS							
60.841.2199.644.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.CO-CUR.TEXTBOOK SUPP							
60.841.2199.645.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.CO-CUR.WORKBOOKS							
60.841.2199.651.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.CO-CUR.FURN-FIXTURE							
60.841.2199.652.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.CO-CUR.AV EQUIP							
60.841.2199.653.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.CO-CUR.TECH SUPP							
60.841.2199.655.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.CO-CUR.INSTRUMENTS							
60.841.2199.656.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.CO-CUR.MACHINERY							
60.841.2199.658.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.CO-CUR.ADAPTIVE SUPP							
60.841.2199.682.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.CO-CUR.FOOD-AWARDS							
60.841.2199.810.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.CO-CUR.DUES-FEES							
60.841.2199.930.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.CO-CUR.REIMBURSE							

Stillwater School District 16

Budget Control Group Report

Fiscal Year: 2024-2025

DAC: VIRTUAL ACAD - ACTIVITY FUND

Budget Control Group: 702-841-VIRTUAL ACADEMY FUND

Show Account Detail

Show Transaction Detail

Show Encumbrance

Include Pre Encumbrance

Range Dates: 7/1/2024 - 8/23/2024

Page Break on Budget Control Group

Account	FTE	Budget Amt	Range Trans	YTD Trans	Balance	Encumbrance	Budget Bal.
60.841.2213.337.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.CERT PD.CONTRACT WORK							
60.841.2213.359.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.CERT PD.PROF DEV							
60.841.2213.580.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.CERT PD.STAFF TRAVEL							
60.841.2213.619.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.CERT PD.GEN SUPPLY							
60.841.2213.682.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.CERT PD.FOOD-AWARDS							
60.841.2213.810.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.CERT PD.DUES-FEES							
60.841.2213.860.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.CERT PD.REGISTRATION							
60.841.2213.930.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.CERT PD.REIMBURSE							
60.841.2410.337.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.PRINCIPAL.CONTRACT WORK							
60.841.2410.530.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.PRINCIPAL.LICENSE-SUBS							
60.841.2410.550.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.PRINCIPAL.PRINTING							
60.841.2410.619.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.PRINCIPAL.GEN SUPPLY							
60.841.2410.651.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.PRINCIPAL.FURN-FIXTURE							
60.841.2410.652.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.PRINCIPAL.AV EQUIP							
60.841.2410.653.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.PRINCIPAL.TECH SUPP							
60.841.2410.656.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.PRINCIPAL.MACHINERY							
60.841.2410.682.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00	-\$100.00
841.PRINCIPAL.FOOD-AWARDS							
60.841.2410.810.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.PRINCIPAL.DUES-FEES							
60.841.2410.930.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.PRINCIPAL.REIMBURSE							
60.841.2490.337.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.GEN ADMIN.CONTRACT WORK							
60.841.2490.530.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.GEN ADMIN.LICENSE-SUBS							
60.841.2490.550.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.GEN ADMIN.PRINTING							
60.841.2490.619.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.GEN ADMIN.GEN SUPPLY							

Stillwater School District 16

Budget Control Group Report

Fiscal Year: 2024-2025

DAC: VIRTUAL ACAD - ACTIVITY FUND

Budget Control Group: 702-841-VIRTUAL ACADEMY FUND

Show Account Detail

Show Transaction Detail Show Encumbrance Include Pre Encumbrance

Range Dates: 7/1/2024 - 8/23/2024

Page Break on Budget Control Group

Account	FTE	Budget Amt	Range Trans	YTD Trans	Balance	Encumbrance	Budget Bal.
60.841.2490.651.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.GEN ADMIN.FURN-FIXTURE							
60.841.2490.652.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.GEN ADMIN.AV EQUIP							
60.841.2490.653.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.GEN ADMIN.TECH SUPP							
60.841.2490.656.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.GEN ADMIN.MACHINERY							
60.841.2573.337.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.SUPPORT PD.CONTRACT WORK							
60.841.2573.359.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.SUPPORT PD.PROF DEV							
60.841.2573.580.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.SUPPORT PD.STAFF TRAVEL							
60.841.2573.619.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.SUPPORT PD.GEN SUPPLY							
60.841.2573.682.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.SUPPORT PD.FOOD-AWARDS							
60.841.2573.810.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.SUPPORT PD.DUES-FEES							
60.841.2573.860.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.SUPPORT PD.REGISTRATION							
60.841.2573.930.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.SUPPORT PD.REIMBURSE							
60.841.2575.337.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.STAFF SVC.CONTRACT WORK							
60.841.2575.580.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.STAFF SVC.STAFF TRAVEL							
60.841.2575.619.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.STAFF SVC.GEN SUPPLY							
60.841.2575.682.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.STAFF SVC.FOOD-AWARDS							
60.841.2575.810.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.STAFF SVC.DUES-FEES							
60.841.2575.860.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.STAFF SVC.REGISTRATION							
60.841.2575.930.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.STAFF SVC.REIMBURSE							
60.841.3200.670.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.FUNDRAISER.FR EXPENSE							
60.841.5200.950.900.0000.000.702.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
841.CASH BOX.CHANGE							
60.841.9902.000.0000.0000.000.702.4	0.00	\$0.00	\$0.00	-\$203.53	\$203.53	\$0.00	\$203.53
702 841 VIRTUAL ACADEMY FUND							

Stillwater School District 16

Budget Control Group Report

Fiscal Year: 2024-2025

DAC: VIRTUAL ACAD - ACTIVITY FUND

Budget Control Group: 702-841-VIRTUAL ACADEMY FUND

Show Account Detail

Show Transaction Detail Show Encumbrance Include Pre Encumbrance

Range Dates: 7/1/2024 - 8/23/2024

Page Break on Budget Control Group

Account	FTE	Budget Amt	Range Trans	YTD Trans	Balance	Encumbrance	Budget Bal.
702-841-VIRTUAL ACADEMY FUND Sub Total:							
		0.00	-\$35.00	-\$238.53	\$238.53	\$100.00	138.53

End of Report

TRANSPORTATION

**ACTIVITY FUND
PACKETS**

STILLWATER BOARD OF EDUCATION

CFB-E1

ANNUAL ACTIVITY FUND PLANNING AND APPROVAL PACKAGE

Due April 30 each year or upon request of a new account

Reporting School Year: 2024-2025 Sponsor Name: Vicki Jameson

Name of Activity Fund: Special Events Account No: 807

The Stillwater Board of Education believes that activity fund money generated through student fundraising during any year should be used to benefit the students involved in generating those funds. If applicable, please provide an explanation of a fund balance that exceeds \$1000 and 30% of projected revenue:

PACKET CONTENTS:

FORM	FOUND ON PAGE	INITIAL IF COMPLETE
APPROVAL OF ACCOUNT FORM	PAGE 2	uj ✓
ACTIVITY FUND SUBACCOUNT BUDGET	PAGE 3	uj ✓
ACTIVITY FUND FUNDRAISER REQUEST(S) (pg. 4)	PAGE 4	uj ✓
REPORT ON PRIOR YEAR ACTIVITY FUND SUBACCOUNT BUDGET*	PAGE 2	uj PAB ✓

**This is the form found on page 2, but should be the plan submitted the prior year updated with last year's actual revenues, expenditures, and ending cash balance.*

ACTIVITY FUND REQUEST FOR ACCOUNT

DATE: 2024-2025 SITE: TRANSPORTATION

ACCOUNT NAME: 807 Special Events

PURPOSE

To purchase shirts and jackets for bus drivers, food for in-service training and employee appreciation celebrations AND water rental

SOURCE(S) OF INCOME

All listed BOE approved expenditures for the 2024-2025 school year.

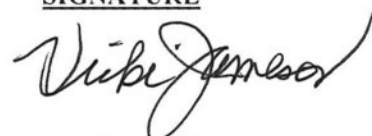
PLANNED EXPENSES

All listed BOE approved expenditures for the 2024-2025 school year.

SPONSOR NAME

Vicki Jameson

SIGNATURE



PRINCIPAL/DIRECTOR

Matthew Parsek

SIGNATURE



TO BE COMPLETED BY FINANCE DEPARTMENT

APPROVED BY: Kendal Bennis DATE: 8/26/24

ACCOUNT NUMBER: 807

BOARD OF EDUCATION APPROVAL DATE: _____

ACTIVITY FUND SUBACCOUNT BUDGET

Reporting School Year: 2024-2025 Sponsor Name: Vicki Jameson

Name of Activity Fund: Special Events Account No: 807

	NEXT YEAR EST.	ACTUALS*
1. ESTIMATED BEGINNING CASH BALANCE, JULY 1	\$ <u>18,881.89</u>	\$ _____
2. SOURCE OF ALL REVENUES AND ESTIMATED AMOUNTS:		
<u>Bus Rental of SPS equip. to public</u>	\$ <u>5,000.</u>	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Revenues:	\$ <u>5,000.</u>	\$ _____
3. TOTAL CASH BALANCE PLUS REVENUES (ADD 1 AND 2)	\$ <u>23,881.89</u>	\$ _____
4. EXPENDITURES AND ESTIMATED AMOUNTS:		
<u>Water dispenser & Bottled Water</u>	\$ <u>1,500.</u>	
<u>Driver's Shirts & Jackets</u>	\$ <u>1,300.</u>	
<u>Food for Celebrations & gatherings</u>	\$ <u>2,000.</u>	
<u>Reimbursement to General Fund</u>	\$ <u>2,500.</u>	
_____	\$ _____	
_____	\$ _____	
Total Expenditures:	\$ <u>7,300.00</u>	\$ _____
5. ENDING CASH BALANCE, JUNE 30 (SUBTRACT 4 FROM 3)	\$ <u>16,581.89</u>	\$ _____

FUNDRAISER REQUEST

Submit one copy per fundraiser (Due April 30 and November 30)

Reporting School Year: 2024-2025 Sponsor Name: Vicki Jameson

Name of Activity Fund: Special Events Account No: 807

DESCRIPTION OF FUNDRAISER (INCLUDING ITEMS TO BE SOLD AND HOW):

BUS Rental to local organizations

PURPOSE OF RAISING FUNDS:

To pay for general expenses listed in the Activity Fund purpose in the support of bus drivers and SPS Transportation employees.

FUNDRAISER DATES: START 7/1/2024 END 6/30/2025

ACCOUNT OF MONEY TO BE RAISED:

EST. INC. \$5,000.00 - EST. EXP. \$2,500.00 = EST. PROFIT \$2,500.00

Vicki Jameson SPONSOR SIGNATURE

ATHLETIC DIRECTOR AUTHORIZATION (applicable only if athletic fundraiser)

PRINCIPAL AUTHORIZATION

BOARD OF EDUCATION APPROVAL DATE

FUNDRAISER CLOSEOUT

START DATE: END DATE:

FUNDRAISER PROFIT

ACT. INC. (Reconciles to Deposits) - ACT. EXP. (Reconciles to fundraiser related POs) = ACT. PROFIT (Net Increase to acct. due to fundraiser)

RECEIPT BOOK #: TO

SPONSOR SIGNATURE

FINANCIAL SECRETARY SIGNATURE

Stillwater School District 16

Budget Control Group Report

Fiscal Year: 2024-2025

DAC: TRANSPORTATION - ACTIVITY FUND

Budget Control Group: 715-807-SPECIAL EVENTS

Show Account Detail

Show Transaction Detail Show Encumbrance Include Pre Encumbrance

Range Dates: 7/1/2024 - 8/26/2024

Page Break on Budget Control Group

Account	FTE	Budget Amt	Range Trans	YTD Trans	Balance	Encumbrance	Budget Bal.
Control Group: 715-807-SPECIAL EVENTS							
60.807.1410.000.900.0000.000.715.1	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
RENTAL							
60.807.1420.000.900.0000.000.715.1	0.00	\$0.00	-\$3,059.00	-\$3,059.00	\$3,059.00	\$0.00	\$3,059.00
TRANS - SPECIAL EVENTS - RENTAL							
60.807.2573.337.900.0000.000.715.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
807.SUPPORT PD.CONTRACT WORK							
60.807.2573.359.900.0000.000.715.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
807.SUPPORT PD.PROF DEV							
60.807.2573.580.900.0000.000.715.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
807.SUPPORT PD.STAFF TRAVEL							
60.807.2573.619.900.0000.000.715.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
807.SUPPORT PD.GEN SUPPLY							
60.807.2573.682.900.0000.000.715.0	0.00	\$0.00	\$927.25	\$927.25	-\$927.25	\$0.00	-\$927.25
807.SUPPORT PD.FOOD-AWARDS							
60.807.2573.810.900.0000.000.715.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
807.SUPPORT PD.DUES-FEES							
60.807.2573.860.900.0000.000.715.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
807.SUPPORT PD.REGISTRATION							
60.807.2573.930.900.0000.000.715.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
807.SUPPORT PD.REIMBURSE							
60.807.2575.337.900.0000.000.715.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
807.STAFF SVC.CONTRACT WORK							
60.807.2575.580.900.0000.000.715.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
807.STAFF SVC.STAFF TRAVEL							
60.807.2575.617.900.0000.000.715.0	0.00	\$0.00	\$17.00	\$17.00	-\$17.00	\$0.00	-\$17.00
807.STAFF SVC.KITCHEN SUPP							
60.807.2575.619.900.0000.000.715.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
807.SUPPORT PD.GEN SUPPLY							
60.807.2575.682.900.0000.000.715.0	0.00	\$0.00	\$77.50	\$77.50	-\$77.50	\$1,422.50	-\$1,500.00
807.SUPPORT PD.FOOD-AWARDS							
60.807.2575.810.900.0000.000.715.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
807.SUPPORT PD.DUES-FEES							
60.807.2575.930.900.0000.000.715.0	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
807.SUPPORT PD.REIMBURSE							
60.807.9902.000.000.0000.000.715.4	0.00	\$0.00	\$0.00	-\$16,361.89	\$16,361.89	\$0.00	\$16,361.89
715 807 TRANS SPECIAL EVENTS							
715-807-SPECIAL EVENTS Sub Total:		0.00	-\$2,037.25	-\$18,399.14	\$18,399.14	\$1,422.50	16,976.64

End of Report



STILLWATER PUBLIC SCHOOLS
STILLWATER BOARD OF EDUCATION

PREPARED BY: Kristie Newby, Chief Financial Officer
APPROVED BY: Uwe Gordon, Superintendent
DATE: September 10, 2024

AGENDA ITEM:

Transfer and Summary of Activity Account Funds

BOARD ACTION REQUESTED:

Motion to Approve Transfer and Summary of Activity Account Funds as Reconciled

BACKGROUND INFORMATION:

The activity fund transfer report reflects requested transfers of funds between sub-accounts as indicated.

The attached summary of individual site activity fund accounts reveals the name of the itemized accounts, receipts, disbursements, adjustments, and balances of the accounts year-to-date. All accounts are reconciled with bank statements at the closing of each month..

Request for Transfer of Funds between Activity Accounts

Date: 8/26/24 School: SKYLINE

Name of Requestor/Sponsor: JAMI SMITH

Signature of Requestor/Sponsor: Jamill Smith

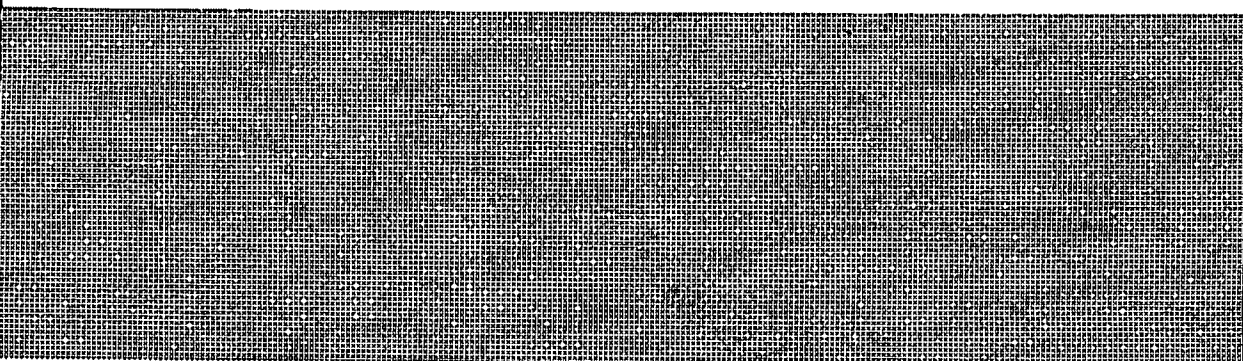
Approval of Principal: Natalie Hutz

895
Move from
Paying Account Name & No

801
Move to
Receiving Account Name & No

Amount to be transferred: \$7,68

Reason for Moving funds:



TO BE COMPLETED BY DISTRICT ACTIVITY FUND CLERK

Date Approved by Board of Education: _____

Keep for Audit Records



STILLWATER PUBLIC SCHOOLS
STILLWATER BOARD OF EDUCATION

PREPARED BY: Kristie Newby, Chief Financial Officer
APPROVED BY: Uwe Gordon, Superintendent
DATE: September 10, 2024

AGENDA ITEM:

Encumbrances and Accounts Payable (approval of encumbrance numbers as listed)

BOARD ACTION REQUESTED:

Consider and Vote to approve Encumbrance Clerk's report as of August 30, 2024

BACKGROUND INFORMATION:

This monthly report is highlighting activity thru August 30, 2024.

Stillwater School District 16

PO Board Report Fund Totals

Fiscal Year: 2024-2025

From Date: 8/14/2024 12:00:00 AM To Date: 9/10/2024 12:00:00 AM Threshold 1

Fund	Description	Amount
11	GENERAL FUND	905,965.21
21	BUILDING FUND	47,596.21
22	CHILD NUTRITION PROGRAMS FUND	8,329.68
31	BOND FUND (2017)	5,033.65
32	BOND FUND (2023)	396,385.44
	Total Amount	1,363,310.19
	End of Report	

Stillwater School District 16

PO Board Report Over Threshold

Fiscal Year: 2024-2025

From Date: 8/14/2024 12:00:00 AM To Date: 9/10/2024 12:00:00 AM Threshold 1

PO Number	Vendor	Description	For	Amount
20250037	FRONTIER FIRE PROTECTION, LLC	CHANGE ORDER -INCREASE FUNDS BY \$1,540.00 9/10/24 BOAR MEETING	32-BOND	6,540.00
20250201	NATE'S TREE SERVICE, LLC	CHANGE ORDER-INCREASE FUNDS BY \$5938.50 9/10/24 BOARD MEETING	11-GENERAL	43,934.50
20250464	OKACTE	CHANGE ORDER -INCREASE FUNDS BY \$200.00 AT BOARD MEETING 9/10/24	11-GENERAL	325.00
20250567	XCEL OFFICE SOLUTIONS, LLC	CHANGE ORDER-INCREASE FUNDS BY \$6494.64 AT 9/10/24 BOARD MEETING	32-BOND	16,494.64
20250576	LOCKE SUPPLY	HOT WATER HEATER	32-BOND	2,941.10
20250577	Amazon Capital Services	CPR TRAIN THE TRAINERS SUPPLIES FOR TRAINING	11-GENERAL	955.76
20250578	HERTZBERG-NEW METHOD INC	CURRICULUM	11-GENERAL	979.92
20250579	JEREMY HOOTEN	BOARD MEETING SECURITY	11-GENERAL	150.00
20250580	Amazon Capital Services	STAFF SUPPLIES	11-GENERAL	168.95
20250581	HOUGHTON MIFFLIN CO	CURRICULUM	11-GENERAL	2,755.00
20250582	WILSON LANGUAGE TRAINING	SUSSCRIPTION	11-GENERAL	420.00
20250583	SUCCESS BY DESIGN, INC	LICENSE RENEWAL	11-GENERAL	494.94
20250584	NIEA	REGISTRATION	11-GENERAL	725.00
20250585	Bibbs, Christina	MILEAGE REIMBURSEMENT	11-GENERAL	500.00
20250586	STOLHAND WELLS PLUMBING HEATING AIR	PLUMBING REPAIRS	32-BOND	5,000.00
20250587	AUTOMATION INTEGRATED, LLC	WATER PUMP	32-BOND	2,553.52
20250588	BLACKMON MOORING OF OKC, LLC	MITIGATION	11-GENERAL	10,000.00
20250589	SEON DESIGN USA CORP	LICENSE RENEWAL	11-GENERAL	1,134.00
20250590	PLANBOOK	RENEWAL	11-GENERAL	616.00
20250591	RTI SCHEDULER	SOFTWARE LICENSE	11-GENERAL	3,800.00
20250592	Amazon Capital Services	TECH SUPPLIES	11-GENERAL	678.00
20250593	RHONDA RINGER-RILEY	PIANO TUNING	11-GENERAL	580.00

Stillwater School District 16

PO Board Report Over Threshold

Fiscal Year: 2024-2025

From Date: 8/14/2024 12:00:00 AM To Date: 9/10/2024 12:00:00 AM Threshold 1

PO Number	Vendor	Description	For	Amount
20250594	Amazon Capital Services	HS SUPPLIES	21-BUILDING	128.00
20250595	THE TABLE GROUP, INC	TECH SUPPLIES	32-BOND	100.00
20250596	ORION SECURITY SOLUTIONS	TECH SUPPLIES	32-BOND	2,886.00
20250597	Amazon Capital Services	CAREER TECH SUPPLIES	11-GENERAL	1,453.28
20250598	BALL HORTICULTURAL COMPANY	AG SUPPLIES	11-GENERAL	270.40
20250599	Amazon Capital Services	CAREER TECH SUPPLIES	11-GENERAL	410.66
20250600	NATIONAL SEATING & MOBILITY, INC	SPED SUPPLIES	11-GENERAL	4,644.00
20250601	DC PRO LVA	HS STADIUM EQUIPMENT	21-BUILDING	43,865.61
20250602	BOVENSCHEN, TRICIA A	IN DISTRICT MILEAGE	11-GENERAL	150.00
20250603	PERKINS, MEGAN E	IN-DISTRICT MILEAGE	11-GENERAL	150.00
20250604	ATLASSIAN (US) LLC	TECH SOFTWARE	32-BOND	900.00
20250605	ACTIVE INTERNET TECHNOLOGIES, LLC	TECH SUPPLIES	32-BOND	2,200.00
20250606	MPOWER, INC.	TRANSITION SERVICES	11-GENERAL	1,000.00
20250607	Amazon Capital Services	TECH SUPPLIES	32-BOND	459.00
20250608	VEX ROBOTICS, INC.	ROBOTICS SUPPLIES	11-GENERAL	499.00
20250609	VARSITY SPIRIT	UNIFORMS	11-GENERAL	4,189.50
20250610	EVERLAST CLIMBING INDUSTRIES, INC	TOUCHPAD FOR SWIMMING	11-GENERAL	5,060.00
20250611	BALL HORTICULTURAL COMPANY	AG SUPPLIES	11-GENERAL	1,532.64
20250612	BALL HORTICULTURAL COMPANY	AG SUPPLIES	11-GENERAL	911.63
20250613	BALL HORTICULTURAL COMPANY	AG SUPPLIES	11-GENERAL	1,638.92
20250614	BALL HORTICULTURAL COMPANY	AG SUPPLIES	11-GENERAL	1,527.51
20250615	BALL HORTICULTURAL COMPANY	AG SUPPLIES	11-GENERAL	1,650.52
20250616	BALL HORTICULTURAL COMPANY	AG SUPPLIES	11-GENERAL	711.99
20250617	PENDER'S MUSIC CO.	MUSIC MATERIAL	11-GENERAL	1,422.38

2024-2025 General Fund Encumbrances # 20250577-20250585; 20250588-20250593; 202500597-20250603; 20250606; 20250608-20250618; 202500633-20250644; 20250647; 20250651-20250652; 20250656; 20250658-20250660; 20250663-20250664; 20250666-20250675; 20250677-20250678; 20250680-20250683; 20250687-20250689; 20250691; 20250693-20250695; 20250698; 20250702-20250705; 20250707-20250712; 20250714-20250718; 20250720-20250722; 20250724-20250735; 20250737-20250742; 20250744; 20250747-20250748; 20250750-20250753; 20250755 **Totaling: \$905,965.21**

2024-2025 Building Fund Encumbrances # 20250594; 20250601; 20250619; 20250661; 20250676; 20250679; 20250697; 20250723 **Totaling: \$47,596.21**

2024-2025 Child Nutrition Fund Encumbrances # 20250645-20250646; 20250654; 20250686; 20250692; 20250706; 20250756-20250760 **Totaling: \$8,329.68**

2024-2025 Bond 31 Fund Encumbrances # 20250655 **Totaling: \$5,033.65**

2024-2025 Bond 32 Fund Encumbrances # 20250037; 20250567; 20250576; 20250586-20250587; 20250604-20250605; 20250607; 20250620-20250631; 20250648-20250650; 20250653; 20250657; 20250662; 20250665; 20250684-20250685; 20250690; 20250696; 20250699-20250701; 20250713; 20250719; 20250736; 20250743; 20250745-20250746; 20250749; 20250754 **Totaling: \$396,385.44**



STILLWATER PUBLIC SCHOOLS
STILLWATER BOARD OF EDUCATION

PREPARED BY: Kristie Newby, Chief Financial Officer
APPROVED BY: Uwe Gordon, Superintendent
DATE: September 10, 2024

AGENDA ITEM:
Change Orders

BOARD ACTION REQUESTED:
Consider and Vote to approve Change Orders as of August 30, 2024

BACKGROUND INFORMATION:
This monthly report is highlighting changes to existing Purchase Orders thru August 30, 2024.

Stillwater School District 16

PO Board Report Over Threshold

Fiscal Year: 2024-2025

From Date: 8/14/2024 12:00:00 AM To Date: 9/10/2024 12:00:00 AM Threshold 1

PO Number	Vendor	Description	For	Amount
20250037	FRONTIER FIRE PROTECTION, LLC	CHANGE ORDER -INCREASE FUNDS BY \$1,540.00 9/10/24 BOAR MEETING	32-BOND	6,540.00
20250201	NATE'S TREE SERVICE, LLC	CHANGE ORDER-INCREASE FUNDS BY \$5938.50 9/10/24 BOARD MEETING	11-GENERAL	43,934.50
20250464	OKACTE	CHANGE ORDER -INCREASE FUNDS BY \$200.00 AT BOARD MEETING 9/10/24	11-GENERAL	325.00
20250567	XCEL OFFICE SOLUTIONS, LLC	CHANGE ORDER-INCREASE FUNDS BY \$6494.64 AT 9/10/24 BOARD MEETING	32-BOND	16,494.64



STILLWATER PUBLIC SCHOOLS

STILLWATER BOARD OF EDUCATION

PREPARED BY: Kristie Newby, Chief Financial Officer

APPROVED BY: Uwe Gordon, Superintendent

DATE: September 10, 2024

AGENDA ITEM: 4H

Annual Estimate of Needs

BOARD ACTION REQUESTED:

Consider and Vote to approve Annual Estimate of Needs

BACKGROUND INFORMATION:

This report is prepared by Jenkins & Kemper Auditors. It provides an Annual Financial Estimate of Needs for SY 2024-2025.

**School District
2024-2025 Estimate of Needs
and
Financial Statement of the Fiscal Year 2023-2024**

**Board of Education of Stillwater Public Schools
District No. I-16
County of Payne
State of Oklahoma**

To the Excise Board of said County and State, Greetings:

Pursuant to the requirements of 68 O. S. 2001 Section 3002, we submit herewith, for your consideration the within statement of the financial condition of the Board of Education of Stillwater Public Schools, District No. I-16, County of Payne, State of Oklahoma for the fiscal year beginning July 1, 2024, and ending June 30, 2025, together with an itemized statement of the estimated Income and Probable Needs of said School District for the ensuing fiscal year. We have separately prepared, executed and submit Financial Statements for the Fiscal Year so terminated, and Estimate of Requirements for the ensuing Fiscal Year, for such Sinking Fund, if any, as pertains to this District for the Bond, Coupon, and Judgment indebtedness, if any, outstanding and unpaid as of June 30, 2025, and also for the Sinking Fund of any disorganized District whose area or the major portion thereof is now embraced within the boundaries of this District; and this Certificate is as applicable thereto as if fully embodied therein. The same have been prepared in conformity with Statute.

Two copies of this Financial Statement and Estimate of Needs should be filed with the County Clerk not later than September 30 for all School Districts. One complete signed copy must be sent to the State Auditor and Inspector, 2300 N. Lincoln Blvd Room 100, Oklahoma City, OK 73105-4801 and one copy will be retained by the County Clerk. If publication may not be had by date required for filing, affidavit and proof of publication are required to be attached within five days after date of filing.

Prepared by: Jenkins & Kemper, CPA, P.C.

Submitted to the Payne County Excise Board

This _____ Day of _____, 2024

School Board Member's Signatures

Chairman: _____	Clerk: _____
Member: _____	Member: _____
Member: _____	Member: _____
Member: _____	Member: _____
Member: _____	Member: _____
Treasurer _____	

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Affidavit of Publication

State of Oklahoma, County of Payne

I, _____, the undersigned duly qualified and acting Clerk of the Board of Education of Stillwater Public Schools, School District No. I-16, County and State aforesaid, being first duly sworn according to law, hereby depose and say:

1. That I complied with 68 O. S. 2001 Section 3002, (both independent and dependent) by having the within Financial Statement and Estimate of Needs which was prepared at the time and in the manner provided by law, published as required by law, in a legally-qualified newspaper of general circulation in the district, there being no legally-qualified newspaper published in the school district, as evidenced by a copy of such published statement and estimate together with proof of publication thereof attached hereto marked Exhibit No. 1 and made a part hereof (strike inapplicable phrases).

2. That I complied with currently effective statutes, by having the Notice of Emergency Levy Election and the call for such Election on the date hereinbefore certified by the Governing Board, the Itemized Statements and the Itemized Estimate of the amount necessary for the ensuing fiscal year requiring such emergency levy for the current expense purposes as prepared by the Board of Education duly published or posted, as the case may be, in full compliance with law for this class of school district, and as provided by law duly made public in the manner and at the time provided by law, for this class of district and in all respects according to law, in relation to said election on such emergency levy as hereinbefore certified by said Governing Board.

3. That I complied with the statute by having published or posted (if required for this class of district) the notice of local support levy election, and the call for such election on the date hereinbefore certified by the Board of Education. That the Estimate of Needs as prepared by the Board of Education required such local support levy in addition to other tax levies, to fully meet the current expense purposes of the school district for the ensuing year.

4. That in conformity to resolution by said Board of Education, I caused Notice of Building Fund Levy Election under the provisions of Article 10, Section 10, Oklahoma Constitution, and the Call of such Election on the date hereinbefore certified by the Governing Board, together with Itemized Statements and an Estimate of the amount necessary for the ensuing fiscal year requiring such levy for the purpose of erecting, remodeling or repairing school buildings, and for purchasing school furniture, in said District, published or posted to contain such Notice and Call, fixing the number of voting places and particularly describing each and every such place or places, and fixing the day on which such election should be had after the expiration of such notice, duly published or posted as is required by law for this class of district.

Clerk, Board of Education

Subscribed and sworn to before me this ____ day of _____, 2024.

Notary Public

My Commission Expires

Secretary and Clerk of Excise Board
Payne County, Oklahoma



JENKINS & KEMPER
CERTIFIED PUBLIC ACCOUNTANTS, P.C.

JACK JENKINS, CPA
MICHAEL KEMPER, CPA

Independent Accountant's Compilation Report

September 4, 2024

Honorable Board of Education
Stillwater Public Schools
District No. I-16, Payne County

We have compiled the 2023-24 prescribed financial statements as of and for the fiscal year ended June 30, 2024, and the 2024-25 Estimate of Needs (S.A.&I. Form 2661R06) and Publication Sheet (S.A.&I. Form 2662R06) for District No. I-16, Payne County, included in the accompanying prescribed form. We have not audited or reviewed the prescribed financial statements, estimate of needs and publication sheet forms referred to above and, accordingly, do not express an opinion or provide any assurance about whether the prescribed financial statements, estimate of needs and publication sheet forms are in accordance with the basis of accounting prescribed by the Office of the Oklahoma State Auditor and Inspector.

Management is responsible for the preparation and fair presentation of the prescribed financial statements, estimate of needs and publication sheet in accordance with the applicable prescribed financial framework and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the prescribed financial statements, estimate of needs and publication sheet.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements and supporting information without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the prescribed financial statements, estimate of needs and publication sheet.

The prescribed financial statements, estimate of needs and publication sheet forms are presented in accordance with the requirements prescribed by the Office of the Oklahoma State Auditor and Inspector per 68 OS § 3003.B., as defined by rules promulgated by the Oklahoma State Department of Education per 70 OS § 5-134.1.D., which differ from generally accepted accounting principles. Accordingly, these prescribed forms are not designed for those who are not informed about such differences.

This report is intended solely for the information and use of the Oklahoma State Department of Education, Stillwater Public Schools, Payne County Excise Board, and for filing with the State Auditor and Inspector of Oklahoma and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,

Jenkins & Kemper, CPAs P.C.

Jenkins & Kemper,
Certified Public Accountants, P.C.

GENERAL FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2023 TO JUNE 30, 2024
ESTIMATE OF NEEDS FOR 2024-2025

EXHIBIT 'A'

Schedule 1: Current Balance Sheet for June 30, 2024		Amount
ASSETS:		
Cash Balances		\$7,291,479.55
Investments		\$0.00
TOTAL ASSETS		\$7,291,479.55
LIABILITIES AND RESERVES:		
Warrants Outstanding		\$4,740,330.03
Reserve for Interest on Warrants		\$0.00
Reserves From Schedule 8		\$1,343.89
TOTAL LIABILITIES AND RESERVES		\$4,741,673.92
CASH FUND BALANCE JUNE 30, 2024		\$2,549,805.63
TOTAL LIABILITIES, RESERVES AND CASH FUND BALANCE		\$7,291,479.55

Schedule 2: Revenue and Requirements, 2023-2024		
REVENUE:	Estimated Budget	Actual Revenue & Expenditures
Revenues, Non-Revenue Receipts & Cash Balances (Schedule 6)	\$60,548,675.58	\$64,086,618.26
LESS: REQUIREMENTS:		
Expenditures (Schedule 8)	\$60,548,675.58	\$61,536,812.63
CASH FUND BALANCE JUNE 30, 2024	\$0.00	\$2,549,805.63

Schedule 3: General Fund Cash Accounts of Current and all Prior Years				
CURRENT AND ALL PRIOR YEARS	2023-24	2022-23	PRE-2022	Total
Cash Balance Reported to Excise Board 6-30-23	\$0.00	\$12,489,589.34	\$0.00	\$12,489,589.34
REVENUES, NON-REVENUE RECEIPTS & CASH BALANCE				
Revenues/Non-Rev (Sch 6 Source Codes 1000 to 5999)	\$59,494,312.61	\$0.00	\$0.00	\$59,494,312.61
Cash Balances Transferred (Sch 6 Source Code 6110)	\$4,592,995.36	-\$4,592,995.36	\$0.00	\$0.00
Prior Year Lapsed Appropri (Sch 6 Source Code 6130)	-\$3,498.62	\$3,498.62	\$0.00	\$0.00
Estopped Warrants (Sch 6 Source Code 6140)	\$2,808.91	-\$2,808.91	\$0.00	\$0.00
Interfund Transfers (Sch 6 Source Code 6200)	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL REVENUES, NON-REVENUE RECEIPTS & CASH BALANCE	\$64,086,618.26	-\$4,592,305.65	\$0.00	\$59,494,312.61
Warrants Paid of Year in Caption	\$56,795,138.71	\$7,897,283.69	\$0.00	\$64,692,422.40
TOTAL DISBURSEMENTS	\$56,795,138.71	\$7,897,283.69	\$0.00	\$64,692,422.40
CASH & INVESTMENTS BALANCE JUNE 30, 2024	\$7,291,479.55	\$0.00	\$0.00	\$7,291,479.55
Reserve for Warrants Outstanding (Schedule 4)	\$4,740,330.03	\$0.00	\$0.00	\$4,740,330.03
Reserve for Encumbrances (Schedule 8)	\$1,343.89	\$0.00	\$0.00	\$1,343.89
TOTAL LIABILITIES AND RESERVE	\$4,741,673.92	\$0.00	\$0.00	\$4,741,673.92
DEFICIT:	\$0.00	\$0.00	\$0.00	\$0.00
CASH FUND BAL FORWARD TO SUCCEEDING YEAR	\$2,549,805.63	\$0.00	\$0.00	\$2,549,805.63

Schedule 4: General Fund Warrant Accounts of Current and all Prior Years				
CURRENT AND ALL PRIOR YEARS	2023-24	2022-23	PRE-2022	Total
Warrants Outstanding 6-30 of Year in Caption	\$0.00	\$1,834,313.24	\$0.00	\$1,834,313.24
Warrants Registered During Year	\$61,535,468.74	\$6,065,779.36	\$0.00	\$67,601,248.10
TOTAL	\$61,535,468.74	\$7,900,092.60	\$0.00	\$69,435,561.34
Warrants Paid During Year	\$56,795,138.71	\$7,897,283.69	\$0.00	\$64,692,422.40
Warrants Converted to Bonds or Judgments	\$0.00	\$0.00	\$0.00	\$0.00
Warrants Estopped by Statute/Canceled	\$0.00	\$2,808.91	\$0.00	\$2,808.91
TOTAL WARRANTS RETIRED	\$56,795,138.71	\$7,900,092.60	\$0.00	\$64,695,231.31
BALANCE WARRANTS OUTSTANDING JUNE 30, 2024	\$4,740,330.03	\$0.00	\$0.00	\$4,740,330.03

Schedule 5: 2023 Ad Valorem Tax Account		
ACCOUNTS COVERING THE PERIOD JULY 1, 2023 TO JUNE 30, 2024	0.000 Mills	Amount
2023 Net Valuation Certified to County Excise Board		\$538,565,155.00
Total Proceeds of Levy as Certified		\$19,410,143.81
Additions:		\$0.00
Deductions:		\$0.00
Gross Balance Tax		\$19,410,143.81
Less Reserve for Delinquent Tax		\$1,764,558.53
Reserve for Protests Pending		\$0.00
Balance Available Tax		\$17,645,585.28
Deduct 2023 Tax Apportioned		\$19,684,813.55
Net Balance 2023 Tax in Process of Collection		\$0.00
Excess Collections		\$2,039,228.27

GENERAL FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2023 TO JUNE 30, 2024
ESTIMATE OF NEEDS FOR 2024-2025

EXHIBIT 'A'

Schedule 6: Revenue, Non-Revenue Receipts & Cash Balances		
SOURCE	2023-24 Account	
	AMOUNT ESTIMATED	ACTUALLY COLLECTED
1000 DISTRICT SOURCES OF REVENUE:		
1100 TAXES LEVIED/ASSESSED		
1110 Ad Valorem Tax Levy (Current Year)	\$17,645,585.28	\$19,684,813.55
1120 Ad Valorem Tax Levy (Prior Years)	\$0.00	\$446,154.25
1130 Revenue In Lieu Of Taxes	\$0.00	\$26,813.20
1140 Revenue From Local Governmental Units Other Than Leas	\$0.00	\$9,951.43
1190 Other Taxes	\$0.00	\$0.00
TOTAL TAXES LEVIED/ASSESSED	\$17,645,585.28	\$20,167,732.43
1200 Tuition & Fees	\$0.00	\$0.00
1300 Earnings on Investments and Bond Sales	\$0.00	\$1,132,955.94
1400 Rental, Disposals and Commissions	\$0.00	\$0.00
1500 Reimbursements	\$0.00	\$521,440.76
1600 Other Local Sources of Revenue	\$0.00	\$1,857.69
1700 Child Nutrition Programs	\$0.00	\$0.00
1800 Athletics	\$0.00	\$0.00
TOTAL DISTRICT SOURCES OF REVENUE	\$17,645,585.28	\$21,823,986.82
2000 INTERMEDIATE SOURCES OF REVENUE:		
2100 County 4 Mill Ad Valorem Tax	\$2,469,353.96	\$2,548,083.45
2200 County Apportionment (Mortgage Tax)	\$348,806.12	\$239,332.33
2300 Resale of Property Fund Distribution	\$0.00	\$0.00
2900 Other Intermediate Sources of Revenue	\$0.00	\$492,208.88
TOTAL INTERMEDIATE SOURCES OF REVENUE	\$2,818,160.08	\$3,279,624.66
3000 STATE SOURCES OF REVENUE:		
3100 STATE DEDICATED SOURCES OF REVENUE		
3110 Gross Production Tax	\$326,859.15	\$209,354.26
3120 Motor Vehicle Collections	\$2,547,564.25	\$2,574,267.61
3130 Rural Electric Cooperative Tax	\$192,394.88	\$202,375.65
3140 State School Land Earnings	\$900,834.78	\$1,018,605.80
3150 Vehicle Tax Stamps	\$7,148.91	\$4,430.51
3160 Farm Implement Tax Stamps	\$3,185.88	\$2,951.23
3170 Trailers and Mobile Homes	\$0.00	\$0.00
3190 Other Dedicated Revenue	\$0.00	\$0.00
TOTAL STATE DEDICATED SOURCES OF REVENUE	\$3,977,987.85	\$4,011,985.06
3200 STATE AID - NONCATEGORICAL		
3210 Foundation and Salary Incentive Aid	\$19,041,919.07	\$18,832,934.07
3220 Mid-Term Adjustment For Attendance	\$0.00	\$0.00
3230 Teacher Consultant Stipend	\$0.00	\$0.00
3240 Disaster Assistance	\$0.00	\$0.00
3250 Flexible Benefit Allowance	\$4,978,295.38	\$5,070,402.40
TOTAL STATE AID - NONCATEGORICAL	\$24,020,214.45	\$23,903,336.47
3300 State Aid - Competitive Grants - Categorical		
3400 State - Categorical	\$390,673.21	\$588,478.38
3500 Special Programs	\$0.00	\$0.00
3600 Other State Sources of Revenue	\$116,560.13	\$390,416.38
3700 Child Nutrition Program	\$0.00	\$0.00
3800 State Vocational Programs - Multi-Source	\$106,681.00	\$240,094.46
TOTAL STATE SOURCES OF REVENUE	\$28,612,116.64	\$29,322,613.70
4000 FEDERAL SOURCES OF REVENUE:		
4100 Grants-In-Aid Direct From The Federal Government	\$149,000.00	\$118,635.79
4200 Disadvantaged Students	\$1,702,052.55	\$781,354.20
4300 Individuals With Disabilities	\$1,476,445.07	\$1,163,029.09
4400 No Child Left Behind	\$300,005.68	\$119,697.27
4500 Grants-In-Aid Passed Through Other State/Intermediate Sources	\$0.00	\$0.00
4600 Other Federal Sources Passed Through State Dept Of Education	\$3,252,314.92	\$2,817,375.44
4700 Child Nutrition Programs	\$0.00	\$0.00
4800 Federal Vocational Education	\$0.00	\$55,288.09
TOTAL FEDERAL SOURCES OF REVENUE	\$6,879,818.22	\$5,055,379.88
5000 NON-REVENUE RECEIPTS:		
TOTAL NON-REVENUE RECEIPTS	\$0.00	\$12,707.55
6000 BALANCE SHEET ACCOUNTS:		
6100 CASH ACCOUNTS		
6110 Cash Forward	\$4,592,995.36	\$4,592,995.36
6130 Prior-Year Lapsed Appropriations (Schedule 6)	\$0.00	-\$3,498.62
6140 Estopped Warrants by Statute	\$0.00	\$2,808.91
TOTAL CASH ACCOUNTS	\$4,592,995.36	\$4,592,305.65
6200 Interfund Transfers	\$0.00	\$0.00
TOTAL BALANCE SHEET ACCOUNTS	\$4,592,995.36	\$4,592,305.65
GRAND TOTAL	\$60,548,675.58	\$64,086,618.26

GENERAL FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2023 TO JUNE 30, 2024
ESTIMATE OF NEEDS FOR 2024-2025

EXHIBIT 'A'

Schedule 6: Revenue, Non-Revenue Receipts & Cash Balances (Continued)				
SOURCE	2023-24 Account	BASIS AND LIMIT OF ENSUING	ESTIMATED BY GOVERNING BOARD	APPROVED BY EXCISE BOARD
	OVER/UNDER			
1000 DISTRICT SOURCES OF REVENUE:				
1100 TAXES LEVIED/ASSESSED				
1110 Ad Valorem Tax Levy (Current Year)	\$2,039,228.27	93.33%	\$18,371,856.23	\$18,371,856.23
1120 Ad Valorem Tax Levy (Prior Years)	\$446,154.25	0.00%	\$0.00	\$0.00
1130 Revenue In Lieu Of Taxes	\$26,813.20	0.00%	\$0.00	\$0.00
1140 Revenue From Local Governmental Units Other Than Leas	\$9,951.43	0.00%	\$0.00	\$0.00
1190 Other Taxes	\$0.00	0.00%	\$0.00	\$0.00
TOTAL TAXES LEVIED/ASSESSED	\$2,522,147.15		\$18,371,856.23	\$18,371,856.23
1200 Tuition & Fees	\$0.00	0.00%	\$0.00	\$0.00
1300 Earnings on Investments and Bond Sales	\$1,132,955.94	22.07%	\$250,000.00	\$250,000.00
1400 Rental, Disposals and Commissions	\$0.00	0.00%	\$0.00	\$0.00
1500 Reimbursements	\$521,440.76	0.00%	\$0.00	\$0.00
1600 Other Local Sources of Revenue	\$1,857.69	0.00%	\$0.00	\$0.00
1700 Child Nutrition Programs	\$0.00	0.00%	\$0.00	\$0.00
1800 Athletics	\$0.00	0.00%	\$0.00	\$0.00
TOTAL DISTRICT SOURCES OF REVENUE	\$4,178,401.54		\$18,621,856.23	\$18,621,856.23
2000 INTERMEDIATE SOURCES OF REVENUE:				
2100 County 4 Mill Ad Valorem Tax	\$78,729.49	100.00%	\$2,548,083.45	\$2,548,083.45
2200 County Apportionment (Mortgage Tax)	-\$109,473.79	100.00%	\$239,332.33	\$239,332.33
2300 Resale of Property Fund Distribution	\$0.00	0.00%	\$0.00	\$0.00
2900 Other Intermediate Sources of Revenue	\$492,208.88	0.00%	\$0.00	\$0.00
TOTAL INTERMEDIATE SOURCES OF REVENUE	\$461,464.58		\$2,787,415.78	\$2,787,415.78
3000 STATE SOURCES OF REVENUE:				
3100 STATE DEDICATED SOURCES OF REVENUE:				
3110 Gross Production Tax	-\$117,504.89	100.00%	\$209,354.26	\$209,354.26
3120 Motor Vehicle Collections	\$26,703.36	100.00%	\$2,574,267.61	\$2,574,267.61
3130 Rural Electric Cooperative Tax	\$9,980.77	100.00%	\$202,375.65	\$202,375.65
3140 State School Land Earnings	\$117,771.02	100.00%	\$1,018,605.80	\$1,018,605.80
3150 Vehicle Tax Stamps	-\$2,718.40	100.00%	\$4,430.51	\$4,430.51
3160 Farm Implement Tax Stamps	-\$234.65	100.00%	\$2,951.23	\$2,951.23
3170 Trailers and Mobile Homes	\$0.00	0.00%	\$0.00	\$0.00
3190 Other Dedicated Revenue	\$0.00	0.00%	\$0.00	\$0.00
TOTAL STATE DEDICATED SOURCES OF REVENUE	\$33,997.21		\$4,011,985.06	\$4,011,985.06
3200 STATE AID - NONCATEGORICAL				
3210 Foundation and Salary Incentive Aid	-\$208,985.00	96.30%	\$18,135,196.85	\$18,135,196.85
3220 Mid-Term Adjustment For Attendance	\$0.00	0.00%	\$0.00	\$0.00
3230 Teacher Consultant Stipend	\$0.00	0.00%	\$0.00	\$0.00
3240 Disaster Assistance	\$0.00	0.00%	\$0.00	\$0.00
3250 Flexible Benefit Allowance	\$92,107.02	102.70%	\$5,207,414.49	\$5,207,414.49
TOTAL STATE AID - NONCATEGORICAL	-\$116,877.98		\$23,342,611.34	\$23,342,611.34
3300 State Aid - Competitive Grants - Categorical	\$188,302.95	98.25%	\$185,000.00	\$185,000.00
3400 State - Categorical	\$197,805.17	107.87%	\$634,809.65	\$634,809.65
3500 Special Programs	\$0.00	0.00%	\$0.00	\$0.00
3600 Other State Sources of Revenue	\$273,856.25	0.00%	\$0.00	\$0.00
3700 Child Nutrition Program	\$0.00	0.00%	\$0.00	\$0.00
3800 State Vocational Programs - Multi-Source	\$133,413.46	101.30%	\$243,210.00	\$243,210.00
TOTAL STATE SOURCES OF REVENUE	\$710,497.06		\$28,417,616.05	\$28,417,616.05
4000 FEDERAL SOURCES OF REVENUE:				
4100 Grants-In-Aid Direct From The Federal Government	-\$30,364.21	101.15%	\$120,000.00	\$120,000.00
4200 Disadvantaged Students	-\$920,698.35	186.45%	\$1,456,871.95	\$1,456,871.95
4300 Individuals With Disabilities	-\$313,415.98	127.48%	\$1,482,579.44	\$1,482,579.44
4400 No Child Left Behind	-\$180,308.41	202.93%	\$242,896.70	\$242,896.70
4500 Grants-In-Aid Passed Through Other State/Intermediate Sources	\$0.00	0.00%	\$0.00	\$0.00
4600 Other Federal Sources Passed Through State Dept Of Education	-\$434,939.48	0.62%	\$17,497.76	\$17,497.76
4700 Child Nutrition Programs	\$0.00	0.00%	\$0.00	\$0.00
4800 Federal Vocational Education	\$55,288.09	0.00%	\$0.00	\$0.00
TOTAL FEDERAL SOURCES OF REVENUE	-\$1,824,438.34		\$3,319,845.85	\$3,319,845.85
5000 NON-REVENUE RECEIPTS:				
TOTAL NON-REVENUE RECEIPTS	\$12,707.55	0.00%	\$0.00	\$0.00
6000 BALANCE SHEET ACCOUNTS:				
6100 CASH ACCOUNTS				
6110 Cash Forward	\$0.00	55.52%	\$2,549,805.63	\$2,549,805.63
6130 Prior-Year Lapsed Appropriations (Schedule 6)	-\$3,498.62	0.00%	\$0.00	\$0.00
6140 Estopped Warrants by Statute	\$2,808.91	0.00%	\$0.00	\$0.00
TOTAL CASH ACCOUNTS	-\$689.71		\$2,549,805.63	\$2,549,805.63
6200 Interfund Transfers	\$0.00	0.00%	\$0.00	\$0.00
TOTAL BALANCE SHEET ACCOUNTS	-\$689.71		\$2,549,805.63	\$2,549,805.63
GRAND TOTAL	\$3,537,942.68		\$55,696,539.54	\$55,696,539.54

GENERAL FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2023 TO JUNE 30, 2024
ESTIMATE OF NEEDS FOR 2024-2025

EXHIBIT 'A'

Schedule 7: Report of Prior Year Warrants Issued From Reserves			
FISCAL YEAR ENDING JUNE 30, 2023			
	RESERVES 06-30-2023	WARRANTS ISSUED SINCE	BALANCE LAPSED
TOTAL PRIOR YEAR RESERVES	\$6,062,280.74	\$6,065,779.36	-\$3,498.62

Schedule 8: Report of Current Year Expenditures			
APPROPRIATED ACCOUNTS	FISCAL YEAR ENDING JUNE 30, 2024		
	APPROPRIATIONS		
	ORIGINAL	SUPPLEMENTAL ADJUSTMENTS	FINAL APPROPRIATIONS
1000 INSTRUCTION	\$0.00	\$0.00	\$0.00
2000 SUPPORT SERVICES:			
2100 Support Services - Students	\$0.00	\$0.00	\$0.00
2200 Support Services - Instructional Staff	\$0.00	\$0.00	\$0.00
2300 Support Services - General Administration	\$0.00	\$0.00	\$0.00
2400 Support Services - School Administration	\$0.00	\$0.00	\$0.00
2500 Support Services - Business	\$0.00	\$0.00	\$0.00
2600 Operations And Maintenance of Plant Services	\$0.00	\$0.00	\$0.00
2700 Student Transportation Services	\$0.00	\$0.00	\$0.00
TOTAL SUPPORT SERVICES	\$0.00	\$0.00	\$0.00
3000 OPERATION OF NON-INSTRUCTION SERVICES:			
3100 Child Nutrition Programs Operations	\$0.00	\$0.00	\$0.00
3200 Other Enterprise Service Operations	\$0.00	\$0.00	\$0.00
3300 Community Services Operations	\$0.00	\$0.00	\$0.00
TOTAL OPERATION OF NON-INSTRUCTIONAL SERVICES	\$0.00	\$0.00	\$0.00
4000 FACILITIES ACQUISITION & CONSTRUCTION SERVICES:			
4200 Land Acquisition Services	\$0.00	\$0.00	\$0.00
4300 Land Improvement Services	\$0.00	\$0.00	\$0.00
4400 Architecture and Engineering Services	\$0.00	\$0.00	\$0.00
4500 Educational Specifications Development Services	\$0.00	\$0.00	\$0.00
4600 Building Acquisition and Construction Services	\$0.00	\$0.00	\$0.00
4700 Building Improvement Services	\$0.00	\$0.00	\$0.00
TOTAL FACILITIES ACQUISITION & CONST. SERVICES	\$0.00	\$0.00	\$0.00
5000 OTHER OUTLAYS:			
5100 Debt Service	\$0.00	\$0.00	\$0.00
5200 Fund Transfer/Reimbursement (Child Nutrition Fund)	\$0.00	\$0.00	\$0.00
5300 Clearing Account	\$0.00	\$0.00	\$0.00
5400 Indirect Cost Entitlement	\$0.00	\$0.00	\$0.00
5500 Private Nonprofit Schools	\$0.00	\$0.00	\$0.00
5600 Correcting Entry	\$0.00	\$0.00	\$0.00
5800 Charter School Reimbursement	\$0.00	\$0.00	\$0.00
5900 Arbitrage	\$0.00	\$0.00	\$0.00
TOTAL OTHER OUTLAYS	\$0.00	\$0.00	\$0.00
7000 OTHER USES / UNBUDGETED ITEMS:	\$60,548,675.58	\$997,641.00	\$61,546,316.58
8000 REPAYMENTS:	\$0.00	\$0.00	\$0.00
TOTAL GENERAL FUND 2023-24 FISCAL YEAR	\$60,548,675.58	\$997,641.00	\$61,546,316.58

GENERAL FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2023 TO JUNE 30, 2024
ESTIMATE OF NEEDS FOR 2024-2025

EXHIBIT 'A'

Schedule 8: Report of Current Year Expenditures (Continued)				
FISCAL YEAR ENDING JUNE 30, 2024				
APPROPRIATED ACCOUNTS	WARRANTS ISSUED	RESERVES	LAPSED BALANCE KNOWN TO BE UNENCUMBERED	2023-2024 EXPENDITURES FOR CURRENT EXPENSE PURPOSES
1000 INSTRUCTION:	\$35,383,401.26	\$0.00	-\$35,383,401.26	\$35,383,401.26
2000 SUPPORT SERVICES:				
2100 Support Services - Students	\$6,206,170.42	\$0.00	-\$6,206,170.42	\$6,206,170.42
2200 Support Services - Instructional Staff	\$2,258,224.95	\$0.00	-\$2,258,224.95	\$2,258,224.95
2300 Support Services - General Administration	\$1,590,901.39	\$0.00	-\$1,590,901.39	\$1,590,901.39
2400 Support Services - School Administration	\$3,563,484.42	\$0.00	-\$3,563,484.42	\$3,563,484.42
2500 Support Services - Business	\$3,067,209.60	\$202.74	-\$3,067,412.34	\$3,067,412.34
2600 Operations And Maintenance of Plant Services	\$5,578,082.77	\$1,141.15	-\$5,579,223.92	\$5,579,223.92
2700 Student Transportation Services	\$2,083,363.49	\$0.00	-\$2,083,363.49	\$2,083,363.49
TOTAL SUPPORT SERVICES	\$24,347,437.04	\$1,343.89	-\$24,348,780.93	\$24,348,780.93
3000 OPERATION OF NON-INSTRUCTION SERVICES:				
3100 Child Nutrition Programs Operations	\$106.45	\$0.00	-\$106.45	\$106.45
3200 Other Enterprise Service Operations	\$0.00	\$0.00	\$0.00	\$0.00
3300 Community Services Operations	\$304,567.20	\$0.00	-\$304,567.20	\$304,567.20
TOTAL OPERATION OF NON-INSTRUCTIONAL SERVICES	\$304,673.65	\$0.00	-\$304,673.65	\$304,673.65
4000 FACILITIES ACQUISITION & CONSTRUCTION SERVICES:				
4200 Land Acquisition Services	\$0.00	\$0.00	\$0.00	\$0.00
4300 Land Improvement Services	\$0.00	\$0.00	\$0.00	\$0.00
4400 Architecture and Engineering Services	\$8,250.09	\$0.00	-\$8,250.09	\$8,250.09
4500 Educational Specifications Development Services	\$0.00	\$0.00	\$0.00	\$0.00
4600 Building Acquisition and Construction Services	\$0.00	\$0.00	\$0.00	\$0.00
4700 Building Improvement Services	\$1,457,283.92	\$0.00	-\$1,457,283.92	\$1,457,283.92
TOTAL FACILITIES ACQUISITION & CONST. SERVICES	\$1,465,534.01	\$0.00	-\$1,465,534.01	\$1,465,534.01
5000 OTHER OUTLAYS:				
5100 Debt Service	\$0.00	\$0.00	\$0.00	\$0.00
5200 Fund Transfer/Reimbursement (Child Nutrition Fund)	\$0.00	\$0.00	\$0.00	\$0.00
5300 Clearing Account	\$0.00	\$0.00	\$0.00	\$0.00
5400 Indirect Cost Entitlement	\$0.00	\$0.00	\$0.00	\$0.00
5500 Private Nonprofit Schools	\$33,154.57	\$0.00	-\$33,154.57	\$33,154.57
5600 Correcting Entry	\$1,268.21	\$0.00	-\$1,268.21	\$1,268.21
5800 Charter School Reimbursement	\$0.00	\$0.00	\$0.00	\$0.00
5900 Arbitrage	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL OTHER OUTLAYS	\$34,422.78	\$0.00	-\$34,422.78	\$34,422.78
7000 OTHER USES / UNBUDGETED ITEMS:	\$0.00	\$0.00	\$61,546,316.58	\$0.00
8000 REPAYMENTS:	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL GENERAL FUND 2023-24 FISCAL YEAR	\$61,535,468.74	\$1,343.89	\$9,503.95	\$61,536,812.63

ESTIMATE OF NEEDS FOR THE FISCAL YEAR 2024-25	Estimate of Needs by Governing Board	Approved by County Excise Board
PURPOSE:		
Current Expense	\$55,696,539.54	\$55,696,539.54
Pro rata share of County Assessor's Budget as determined by County Excise Board	\$0.00	\$0.00
GRAND TOTAL - Home School	\$55,696,539.54	\$55,696,539.54

BUILDING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2023 TO JUNE 30, 2024
ESTIMATE OF NEEDS FOR 2024-2025

EXHIBIT 'C'

Schedule 1: Current Balance Sheet for June 30, 2024		Amount
ASSETS:		
Cash Balances		\$3,002,048.19
Investments		\$0.00
TOTAL ASSETS		\$3,002,048.19
LIABILITIES AND RESERVES:		
Warrants Outstanding		\$67,752.21
Reserve for Interest on Warrants		\$0.00
Reserves From Schedule 8		\$0.00
TOTAL LIABILITIES AND RESERVES		\$67,752.21
CASH FUND BALANCE JUNE 30, 2024		\$2,934,295.98
TOTAL LIABILITIES, RESERVES AND CASH FUND BALANCE		\$3,002,048.19

Schedule 2: Revenue and Requirements, 2023-2024		
REVENUE:	Estimated Budget	Actual Revenue & Expenditures
Revenues, Non-Revenue Receipts & Cash Balances (Schedule 6)	\$4,628,353.54	\$5,315,931.43
LESS: REQUIREMENTS:		
Expenditures (Schedule 8)	\$4,628,353.54	\$2,381,635.45
CASH FUND BALANCE JUNE 30, 2024	\$0.00	\$2,934,295.98

Schedule 3: Building Fund Cash Accounts of Current and all Prior Years				
CURRENT AND ALL PRIOR YEARS	2023-24	2022-23	PRE-2022	Total
Cash Balance Reported to Excise Board 6-30-23	\$0.00	\$1,992,761.43	\$0.00	\$1,992,761.43
REVENUES, NON-REVENUE RECEIPTS & CASH BALANCE				
Revenues/Non-Rev (Sch 6 Source Codes 1000 to 5999)	\$3,462,644.23	\$0.00	\$0.00	\$3,462,644.23
Cash Balances Transferred (Sch 6 Source Code 6110)	\$1,853,286.86	-\$1,853,286.86	\$0.00	\$0.00
Prior Year Lapsed Apprpr (Sch 6 Source Code 6130)	\$0.00	\$0.00	\$0.00	\$0.00
Estopped Warrants (Sch 6 Source Code 6140)	\$0.34	-\$0.34	\$0.00	\$0.00
Interfund Transfers (Sch 6 Source Code 6200)	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL REVENUES, NON-REVENUE RECEIPTS & CASH BALAN	\$5,315,931.43	-\$1,853,287.20	\$0.00	\$3,462,644.23
Warrants Paid of Year in Caption	\$2,313,883.24	\$139,474.23	\$0.00	\$2,453,357.47
TOTAL DISBURSEMENTS	\$2,313,883.24	\$139,474.23	\$0.00	\$2,453,357.47
CASH & INVESTMENTS BALANCE JUNE 30, 2024	\$3,002,048.19	\$0.00	\$0.00	\$3,002,048.19
Reserve for Warrants Outstanding (Schedule 4)	\$67,752.21	\$0.00	\$0.00	\$67,752.21
Reserve for Encumbrances (Schedule 8)	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL LIABILITIES AND RESERVE	\$67,752.21	\$0.00	\$0.00	\$67,752.21
DEFICIT:	\$0.00	\$0.00	\$0.00	\$0.00
CASH FUND BAL FORWARD TO SUCCEEDING YEAR	\$2,934,295.98	\$0.00	\$0.00	\$2,934,295.98

Schedule 4: Building Fund Warrant Accounts of Current and all Prior Years				
CURRENT AND ALL PRIOR YEARS	2023-24	2022-23	PRE-2022	Total
Warrants Outstanding 6-30 of Year in Caption	\$0.00	\$63,263.73	\$0.00	\$63,263.73
Warrants Registered During Year	\$2,381,635.45	\$76,210.84	\$0.00	\$2,457,846.29
TOTAL	\$2,381,635.45	\$139,474.57	\$0.00	\$2,521,110.02
Warrants Paid During Year	\$2,313,883.24	\$139,474.23	\$0.00	\$2,453,357.47
Warrants Coverted to Bonds or Judgments	\$0.00	\$0.00	\$0.00	\$0.00
Warrants Estopped by Statute/Canceled	\$0.00	\$0.34	\$0.00	\$0.34
TOTAL WARRANTS RETIRED	\$2,313,883.24	\$139,474.57	\$0.00	\$2,453,357.81
BALANCE WARRANTS OUTSTANDING JUNE 30, 2024	\$67,752.21	\$0.00	\$0.00	\$67,752.21

Schedule 5: 2023 Ad Valorem Tax Account		
ACCOUNTS COVERING THE PERIOD JULY 1, 2023 TO JUNE 30, 2024	0.000 Mills	Amount
2023 Net Valuation Certified to County Excise Board		\$538,565,155.00
Total Proceeds of Levy as Certified		\$2,773,647.47
Additions:		\$0.00
Deductions:		\$0.00
Gross Balance Tax		\$2,773,647.47
Less Reserve for Delinquent Tax		\$252,149.77
Reserve for Protests Pending		\$0.00
Balance Available Tax		\$2,521,497.70
Deduct 2023 Tax Apportioned		\$2,812,896.00
Net Balance 2023 Tax in Process of Collection		\$0.00
Excess Collections		\$291,398.30

BUILDING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2023 TO JUNE 30, 2024
ESTIMATE OF NEEDS FOR 2024-2025

EXHIBIT 'C'

Schedule 6: Revenue, Non-Revenue Receipts & Cash Balances		
SOURCE	2023-24 Account	
	AMOUNT ESTIMATED	ACTUALLY COLLECTED
1000 DISTRICT SOURCES OF REVENUE:		
1100 TAXES LEVIED/ASSESSED		
1110 Ad Valorem Tax Levy (Current Year)	\$2,521,497.70	\$2,812,896.00
1120 Ad Valorem Tax Levy (Prior Years)	\$0.00	\$57,485.30
1130 Revenue In Lieu Of Taxes	\$0.00	\$0.00
1140 Revenue From Local Governmental Units Other Than Leas	\$0.00	\$0.00
1190 Other Taxes	\$0.00	\$0.00
TOTAL TAXES LEVIED/ASSESSED	\$2,521,497.70	\$2,870,381.30
1200 Tuition & Fees	\$0.00	\$0.00
1300 Earnings on Investments and Bond Sales	\$0.00	\$0.00
1400 Rental, Disposals and Commissions	\$0.00	\$0.00
1500 Reimbursements	\$0.00	\$202,793.35
1600 Other Local Sources of Revenue	\$0.00	\$0.00
1700 Child Nutrition Programs	\$0.00	\$0.00
1800 Athletics	\$0.00	\$0.00
TOTAL DISTRICT SOURCES OF REVENUE	\$2,521,497.70	\$3,073,174.65
2000 INTERMEDIATE SOURCES OF REVENUE		
2100 County 4 Mill Ad Valorem Tax	\$0.00	\$0.00
2200 County Apportionment (Mortgage Tax)	\$0.00	\$0.00
2300 Resale of Property Fund Distribution	\$0.00	\$0.00
2900 Other Intermediate Sources of Revenue	\$0.00	\$0.00
TOTAL INTERMEDIATE SOURCES OF REVENUE	\$0.00	\$0.00
3000 STATE SOURCES OF REVENUE:		
3100 STATE DEDICATED SOURCES OF REVENUE		
3110 Gross Production Tax	\$0.00	\$0.00
3120 Motor Vehicle Collections	\$0.00	\$0.00
3130 Rural Electric Cooperative Tax	\$0.00	\$0.00
3140 State School Land Earnings	\$0.00	\$0.00
3150 Vehicle Tax Stamps	\$0.00	\$0.00
3160 Farm Implement Tax Stamps	\$0.00	\$426.97
3170 Trailers and Mobile Homes	\$0.00	\$0.00
3190 Other Dedicated Revenue	\$0.00	\$0.00
TOTAL STATE DEDICATED SOURCES OF REVENUE	\$0.00	\$426.97
3200 STATE AID - NONCATEGORICAL		
3210 Foundation and Salary Incentive Aid	\$0.00	\$0.00
3220 Mid-Term Adjustment For Attendance	\$0.00	\$0.00
3230 Teacher Consultant Stipend	\$0.00	\$0.00
3240 Disaster Assistance	\$0.00	\$0.00
3250 Flexible Benefit Allowance	\$253,568.98	\$303,372.43
TOTAL STATE AID - NONCATEGORICAL	\$253,568.98	\$303,372.43
3300 State Aid - Competitive Grants - Categorical	\$0.00	\$0.00
3400 State - Categorical	\$0.00	\$85,670.18
3500 Special Programs	\$0.00	\$0.00
3600 Other State Sources of Revenue	\$0.00	\$0.00
3700 Child Nutrition Program	\$0.00	\$0.00
3800 State Vocational Programs - Multi-Source	\$0.00	\$0.00
TOTAL STATE SOURCES OF REVENUE	\$253,568.98	\$389,469.58
4000 FEDERAL SOURCES OF REVENUE:		
4100 Grants-In-Aid Direct From The Federal Government	\$0.00	\$0.00
4200 Disadvantaged Students	\$0.00	\$0.00
4300 Individuals With Disabilities	\$0.00	\$0.00
4400 No Child Left Behind	\$0.00	\$0.00
4500 Grants-In-Aid Passed Through Other State/Intermediate Sources	\$0.00	\$0.00
4600 Other Federal Sources Passed Through State Dept Of Education	\$0.00	\$0.00
4700 Child Nutrition Programs	\$0.00	\$0.00
4800 Federal Vocational Education	\$0.00	\$0.00
TOTAL FEDERAL SOURCES OF REVENUE	\$0.00	\$0.00
5000 NON-REVENUE RECEIPTS:		
TOTAL NON-REVENUE RECEIPTS	\$0.00	\$0.00
6000 BALANCE SHEET ACCOUNTS		
6100 CASH ACCOUNTS		
6110 Cash Forward	\$1,853,286.86	\$1,853,286.86
6130 Prior-Year Lapsed Appropriations (Schedule 6)	\$0.00	\$0.00
6140 Estopped Warrants by Statute	\$0.00	\$0.34
TOTAL CASH ACCOUNTS	\$1,853,286.86	\$1,853,287.20
6200 Interfund Transfers	\$0.00	\$0.00
TOTAL BALANCE SHEET ACCOUNTS	\$1,853,286.86	\$1,853,287.20
GRAND TOTAL	\$4,628,353.54	\$5,315,931.43

BUILDING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2023 TO JUNE 30, 2024
ESTIMATE OF NEEDS FOR 2024-2025

EXHIBIT 'C'

Schedule 6: Revenue, Non-Revenue Receipts & Cash Balances (Continued)				
SOURCE	2023-24 Account	BASIS AND LIMIT OF ENSUING	ESTIMATED BY GOVERNING BOARD	APPROVED BY EXCISE BOARD
	OVER/UNDER			
1000 DISTRICT SOURCES OF REVENUE:				
1100 TAXES LEVIED/ASSESSED				
1110 Ad Valorem Tax Levy (Current Year)	\$291,398.30	93.33%	\$2,625,279.48	\$2,625,279.48
1120 Ad Valorem Tax Levy (Prior Years)	\$57,485.30	0.00%	\$0.00	\$0.00
1130 Revenue In Lieu Of Taxes	\$0.00	0.00%	\$0.00	\$0.00
1140 Revenue From Local Governmental Units Other Than Leas	\$0.00	0.00%	\$0.00	\$0.00
1190 Other Taxes	\$0.00	0.00%	\$0.00	\$0.00
TOTAL TAXES LEVIED/ASSESSED	\$348,883.60		\$2,625,279.48	\$2,625,279.48
1200 Tuition & Fees	\$0.00	0.00%	\$0.00	\$0.00
1300 Earnings on Investments and Bond Sales	\$0.00	0.00%	\$0.00	\$0.00
1400 Rental, Disposals and Commissions	\$0.00	0.00%	\$0.00	\$0.00
1500 Reimbursements	\$202,793.35	0.00%	\$0.00	\$0.00
1600 Other Local Sources of Revenue	\$0.00	0.00%	\$0.00	\$0.00
1700 Child Nutrition Programs	\$0.00	0.00%	\$0.00	\$0.00
1800 Athletics	\$0.00	0.00%	\$0.00	\$0.00
TOTAL DISTRICT SOURCES OF REVENUE	\$551,676.95		\$2,625,279.48	\$2,625,279.48
2000 INTERMEDIATE SOURCES OF REVENUE				
2100 County 4 Mill Ad Valorem Tax	\$0.00	0.00%	\$0.00	\$0.00
2200 County Apportionment (Mortgage Tax)	\$0.00	0.00%	\$0.00	\$0.00
2300 Resale of Property Fund Distribution	\$0.00	0.00%	\$0.00	\$0.00
2900 Other Intermediate Sources of Revenue	\$0.00	0.00%	\$0.00	\$0.00
TOTAL INTERMEDIATE SOURCES OF REVENUE	\$0.00		\$0.00	\$0.00
3000 STATE SOURCES OF REVENUE:				
3100 STATE DEDICATED SOURCES OF REVENUE:				
3110 Gross Production Tax	\$0.00	0.00%	\$0.00	\$0.00
3120 Motor Vehicle Collections	\$0.00	0.00%	\$0.00	\$0.00
3130 Rural Electric Cooperative Tax	\$0.00	0.00%	\$0.00	\$0.00
3140 State School Land Earnings	\$0.00	0.00%	\$0.00	\$0.00
3150 Vehicle Tax Stamps	\$0.00	0.00%	\$0.00	\$0.00
3160 Farm Implement Tax Stamps	\$426.97	0.00%	\$0.00	\$0.00
3170 Trailers and Mobile Homes	\$0.00	0.00%	\$0.00	\$0.00
3190 Other Dedicated Revenue	\$0.00	0.00%	\$0.00	\$0.00
TOTAL STATE DEDICATED SOURCES OF REVENUE	\$426.97		\$0.00	\$0.00
3200 STATE AID - NONCATEGORICAL				
3210 Foundation and Salary Incentive Aid	\$0.00	0.00%	\$0.00	\$0.00
3220 Mid-Term Adjustment For Attendance	\$0.00	0.00%	\$0.00	\$0.00
3230 Teacher Consultant Stipend	\$0.00	0.00%	\$0.00	\$0.00
3240 Disaster Assistance	\$0.00	0.00%	\$0.00	\$0.00
3250 Flexible Benefit Allowance	\$49,803.45	100.00%	\$303,372.43	\$303,372.43
TOTAL STATE AID - NONCATEGORICAL	\$49,803.45		\$303,372.43	\$303,372.43
3300 State Aid - Competitive Grants - Categorical	\$0.00	0.00%	\$0.00	\$0.00
3400 State - Categorical	\$85,670.18	58.36%	\$50,000.00	\$50,000.00
3500 Special Programs	\$0.00	0.00%	\$0.00	\$0.00
3600 Other State Sources of Revenue	\$0.00	0.00%	\$0.00	\$0.00
3700 Child Nutrition Program	\$0.00	0.00%	\$0.00	\$0.00
3800 State Vocational Programs - Multi-Source	\$0.00	0.00%	\$0.00	\$0.00
TOTAL STATE SOURCES OF REVENUE	\$135,900.60		\$353,372.43	\$353,372.43
4000 FEDERAL SOURCES OF REVENUE:				
4100 Grants-In-Aid Direct From The Federal Government	\$0.00	0.00%	\$0.00	\$0.00
4200 Disadvantaged Students	\$0.00	0.00%	\$0.00	\$0.00
4300 Individuals With Disabilities	\$0.00	0.00%	\$0.00	\$0.00
4400 No Child Left Behind	\$0.00	0.00%	\$0.00	\$0.00
4500 Grants-In-Aid Passed Through Other State/Intermediate Sources	\$0.00	0.00%	\$0.00	\$0.00
4600 Other Federal Sources Passed Through State Dept Of Education	\$0.00	0.00%	\$0.00	\$0.00
4700 Child Nutrition Programs	\$0.00	0.00%	\$0.00	\$0.00
4800 Federal Vocational Education	\$0.00	0.00%	\$0.00	\$0.00
TOTAL FEDERAL SOURCES OF REVENUE	\$0.00		\$0.00	\$0.00
5000 NON-REVENUE RECEIPTS:				
TOTAL NON-REVENUE RECEIPTS	\$0.00		\$0.00	\$0.00
6000 BALANCE SHEET ACCOUNTS				
6100 CASH ACCOUNTS				
6110 Cash Forward	\$0.00	158.33%	\$2,934,295.98	\$2,934,295.98
6130 Prior-Year Lapsed Appropriations (Schedule 6)	\$0.00	0.00%	\$0.00	\$0.00
6140 Estopped Warrants by Statute	\$0.34	0.00%	\$0.00	\$0.00
TOTAL CASH ACCOUNTS	\$0.34		\$2,934,295.98	\$2,934,295.98
6200 Interfund Transfers	\$0.00	0.00%	\$0.00	\$0.00
TOTAL BALANCE SHEET ACCOUNTS	\$0.34		\$2,934,295.98	\$2,934,295.98
GRAND TOTAL	\$687,577.89		\$5,912,947.89	\$5,912,947.89

BUILDING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2023 TO JUNE 30, 2024
ESTIMATE OF NEEDS FOR 2024-2025

EXHIBIT 'C'

Schedule 7: Report of Prior Year Warrants Issued From Reserves			
FISCAL YEAR ENDING JUNE 30, 2023			
	RESERVES 06-30-2023	WARRANTS ISSUED SINCE	BALANCE LAPSED
TOTAL PRIOR YEAR RESERVES	\$76,210.84	\$76,210.84	\$0.00

Schedule 8: Report of Current Year Expenditures			
APPROPRIATED ACCOUNTS	FISCAL YEAR ENDING JUNE 30, 2024		
	APPROPRIATIONS		
	ORIGINAL	SUPPLEMENTAL ADJUSTMENTS	FINAL APPROPRIATIONS
1000 INSTRUCTION:	\$0.00	\$0.00	\$0.00
2000 SUPPORT SERVICES:			
2100 Support Services - Students	\$0.00	\$0.00	\$0.00
2200 Support Services - Instructional Staff	\$0.00	\$0.00	\$0.00
2300 Support Services - General Administration	\$0.00	\$0.00	\$0.00
2400 Support Services - School Administration	\$0.00	\$0.00	\$0.00
2500 Support Services - Business	\$0.00	\$0.00	\$0.00
2600 Operations And Maintenance of Plant Services	\$0.00	\$0.00	\$0.00
2700 Student Transportation Services	\$0.00	\$0.00	\$0.00
TOTAL SUPPORT SERVICES	\$0.00	\$0.00	\$0.00
3000 OPERATION OF NON-INSTRUCTION SERVICES:			
3100 Child Nutrition Programs Operations	\$0.00	\$0.00	\$0.00
3200 Other Enterprise Service Operations	\$0.00	\$0.00	\$0.00
3300 Community Services Operations	\$0.00	\$0.00	\$0.00
TOTAL OPERATION OF NON-INSTRUCTIONAL SERVICES	\$0.00	\$0.00	\$0.00
4000 FACILITIES ACQUISITION & CONSTRUCTION SERVICES:			
4200 Land Acquisition Services	\$0.00	\$0.00	\$0.00
4300 Land Improvement Services	\$0.00	\$0.00	\$0.00
4400 Architecture and Engineering Services	\$0.00	\$0.00	\$0.00
4500 Educational Specifications Development Services	\$0.00	\$0.00	\$0.00
4600 Building Acquisition and Construction Services	\$0.00	\$0.00	\$0.00
4700 Building Improvement Services	\$0.00	\$0.00	\$0.00
TOTAL FACILITIES ACQUISITION & CONST. SERVICES	\$0.00	\$0.00	\$0.00
5000 OTHER OUTLAYS:			
5100 Debt Service	\$0.00	\$0.00	\$0.00
5200 Fund Transfer/Reimbursement (Child Nutrition Fund)	\$0.00	\$0.00	\$0.00
5300 Clearing Account	\$0.00	\$0.00	\$0.00
5400 Indirect Cost Entitlement	\$0.00	\$0.00	\$0.00
5500 Private Nonprofit Schools	\$0.00	\$0.00	\$0.00
5600 Correcting Entry	\$0.00	\$0.00	\$0.00
5800 Charter School Reimbursement	\$0.00	\$0.00	\$0.00
5900 Arbitrage	\$0.00	\$0.00	\$0.00
TOTAL OTHER OUTLAYS	\$0.00	\$0.00	\$0.00
7000 OTHER USES / UNBUDGETED ITEMS:	\$4,628,353.54	\$0.00	\$4,628,353.54
8000 REPAYMENTS:	\$0.00	\$0.00	\$0.00
TOTAL BUILDING FUND 2023-24 FISCAL YEAR	\$4,628,353.54	\$0.00	\$4,628,353.54

BUILDING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2023 TO JUNE 30, 2024
ESTIMATE OF NEEDS FOR 2024-2025

EXHIBIT 'C'

Schedule 8: Report of Current Year Expenditures (Continued)				
FISCAL YEAR ENDING JUNE 30, 2024				2023-2024
APPROPRIATED ACCOUNTS	WARRANTS ISSUED	RESERVES	LAPSED BALANCE KNOWN TO BE UNENCUMBERED	EXPENDITURES FOR CURRENT EXPENSE PURPOSES
1000 INSTRUCTION:	\$2,214.91	\$0.00	-\$2,214.91	\$2,214.91
2000 SUPPORT SERVICES:				
2100 Support Services - Students	\$28,401.45	\$0.00	-\$28,401.45	\$28,401.45
2200 Support Services - Instructional Staff	\$0.00	\$0.00	\$0.00	\$0.00
2300 Support Services - General Administration	\$0.00	\$0.00	\$0.00	\$0.00
2400 Support Services - School Administration	\$18,658.61	\$0.00	-\$18,658.61	\$18,658.61
2500 Support Services - Business	\$6,999.47	\$0.00	-\$6,999.47	\$6,999.47
2600 Operations And Maintenance of Plant Services	\$2,066,811.85	\$0.00	-\$2,066,811.85	\$2,066,811.85
2700 Student Transportation Services	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL SUPPORT SERVICES	\$2,120,871.38	\$0.00	-\$2,120,871.38	\$2,120,871.38
3000 OPERATION OF NON-INSTRUCTION SERVICES:				
3100 Child Nutrition Programs Operations	\$0.00	\$0.00	\$0.00	\$0.00
3200 Other Enterprise Service Operations	\$0.00	\$0.00	\$0.00	\$0.00
3300 Community Services Operations	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL OPERATION OF NON-INSTRUCTIONAL SERVICES	\$0.00	\$0.00	\$0.00	\$0.00
4000 FACILITIES ACQUISITION & CONSTRUCTION SERVICES:				
4200 Land Acquisition Services	\$258,549.16	\$0.00	-\$258,549.16	\$258,549.16
4300 Land Improvement Services	\$0.00	\$0.00	\$0.00	\$0.00
4400 Architecture and Engineering Services	\$0.00	\$0.00	\$0.00	\$0.00
4500 Educational Specifications Development Services	\$0.00	\$0.00	\$0.00	\$0.00
4600 Building Acquisition and Construction Services	\$0.00	\$0.00	\$0.00	\$0.00
4700 Building Improvement Services	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL FACILITIES ACQUISITION & CONST. SERVICES	\$258,549.16	\$0.00	-\$258,549.16	\$258,549.16
5000 OTHER OUTLAYS:				
5100 Debt Service	\$0.00	\$0.00	\$0.00	\$0.00
5200 Fund Transfer/Reimbursement (Child Nutrition Fund)	\$0.00	\$0.00	\$0.00	\$0.00
5300 Clearing Account	\$0.00	\$0.00	\$0.00	\$0.00
5400 Indirect Cost Entitlement	\$0.00	\$0.00	\$0.00	\$0.00
5500 Private Nonprofit Schools	\$0.00	\$0.00	\$0.00	\$0.00
5600 Correcting Entry	\$0.00	\$0.00	\$0.00	\$0.00
5800 Charter School Reimbursement	\$0.00	\$0.00	\$0.00	\$0.00
5900 Arbitrage	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL OTHER OUTLAYS	\$0.00	\$0.00	\$0.00	\$0.00
7000 OTHER USES / UNBUDGETED ITEMS:	\$0.00	\$0.00	\$4,628,353.54	\$0.00
8000 REPAYMENTS:	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL BUILDING FUND 2023-24 FISCAL YEAR	\$2,381,635.45	\$0.00	\$2,246,718.09	\$2,381,635.45

ESTIMATE OF NEEDS FOR THE FISCAL YEAR 2024-25	Estimate of Needs by	Approved by
PURPOSE:	Governing Board	County Excise Board
Current Expense	\$5,912,947.89	\$5,912,947.89
Pro rata share of County Assessor's Budget as determined by County Excise Board	\$0.00	\$0.00
GRAND TOTAL - Home School	\$5,912,947.89	\$5,912,947.89

CHILD NUTRITION FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2023 TO JUNE 30, 2024
ESTIMATE OF NEEDS FOR 2024-2025

EXHIBIT 'D'

Schedule 1: Current Balance Sheet for June 30, 2024		Amount
ASSETS:		
Cash Balances		\$1,879,421.87
Investments		\$0.00
TOTAL ASSETS		\$1,879,421.87
LIABILITIES AND RESERVES:		
Warrants Outstanding		\$181,744.89
Reserve for Interest on Warrants		\$0.00
Reserves From Schedule 8		\$39.55
TOTAL LIABILITIES AND RESERVES		\$181,784.44
CASH FUND BALANCE JUNE 30, 2024		\$1,697,637.43
TOTAL LIABILITIES, RESERVES AND CASH FUND BALANCE		\$1,879,421.87

Schedule 2: Revenue and Requirements, 2023-2024		
REVENUE:	Estimated Budget	Actual Revenue & Expenditures
Revenues, Non-Revenue Receipts & Cash Balances (Schedule 6)	\$5,051,512.46	\$5,462,727.23
LESS: REQUIREMENTS:		
Expenditures (Schedule 8)	\$5,051,512.46	\$3,765,089.80
CASH FUND BALANCE JUNE 30, 2024	\$0.00	\$1,697,637.43

Schedule 3: Child Nutrition Fund Cash Accounts of Current and all Prior Years				
CURRENT AND ALL PRIOR YEARS	2023-24	2022-23	PRE-2022	Total
Cash Balance Reported to Excise Board 6-30-23	\$0.00	\$2,169,559.59	\$0.00	\$2,169,559.59
REVENUES, NON-REVENUE RECEIPTS & CASH BALANCE				
Revenues/Non-Rev (Sch 6 Source Codes 1000 to 5999)	\$3,464,088.59	\$0.00	\$0.00	\$3,464,088.59
Cash Balances Transferred (Sch 6 Source Code 6110)	\$1,997,511.35	-\$1,997,511.35	\$0.00	\$0.00
Prior Year Lapsed Appopr (Sch 6 Source Code 6130)	\$0.00	\$0.00	\$0.00	\$0.00
Estopped Warrants (Sch 6 Source Code 6140)	\$1,127.29	-\$1,127.29	\$0.00	\$0.00
Interfund Transfers (Sch 6 Source Code 6200)	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL REVENUES, NON-REVENUE RECEIPTS & CASH BALANCE	\$5,462,727.23	-\$1,998,638.64	\$0.00	\$3,464,088.59
Warrants Paid of Year in Caption	\$3,583,578.48	\$170,647.83	\$0.00	\$3,754,226.31
TOTAL DISBURSEMENTS	\$3,583,578.48	\$170,647.83	\$0.00	\$3,754,226.31
CASH & INVESTMENTS BALANCE JUNE 30, 2024	\$1,879,148.75	\$273.12	\$0.00	\$1,879,421.87
Reserve for Warrants Outstanding (Schedule 4)	\$181,471.77	\$273.12	\$0.00	\$181,744.89
Reserve for Encumbrances (Schedule 8)	\$39.55	\$0.00	\$0.00	\$39.55
TOTAL LIABILITIES AND RESERVE	\$181,511.32	\$273.12	\$0.00	\$181,784.44
DEFICIT:	\$0.00	\$0.00	\$0.00	\$0.00
CASH FUND BAL FORWARD TO SUCCEEDING YEAR	\$1,697,637.43	\$0.00	\$0.00	\$1,697,637.43

Schedule 4: Child Nutrition Fund Warrant Accounts of Current and all Prior Years				
CURRENT AND ALL PRIOR YEARS	2023-24	2022-23	PRE-2022	Total
Warrants Outstanding 6-30 of Year in Caption	\$0.00	\$48,944.68	\$0.00	\$48,944.68
Warrants Registered During Year	\$3,765,050.25	\$123,103.56	\$0.00	\$3,888,153.81
TOTAL	\$3,765,050.25	\$172,048.24	\$0.00	\$3,937,098.49
Warrants Paid During Year	\$3,583,578.48	\$170,647.83	\$0.00	\$3,754,226.31
Warrants Converted to Bonds or Judgments	\$0.00	\$0.00	\$0.00	\$0.00
Warrants Estopped by Statute/Canceled	\$0.00	\$1,127.29	\$0.00	\$1,127.29
TOTAL WARRANTS RETIRED	\$3,583,578.48	\$171,775.12	\$0.00	\$3,755,353.60
BALANCE WARRANTS OUTSTANDING JUNE 30, 2024	\$181,471.77	\$273.12	\$0.00	\$181,744.89

CHILD NUTRITION FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2023 TO JUNE 30, 2024
ESTIMATE OF NEEDS FOR 2024-2025

EXHIBIT 'D'

Schedule 6: Revenue, Non-Revenue Receipts & Cash Balances		
SOURCE	2023-24 Account	
	AMOUNT ESTIMATED	ACTUALLY COLLECTED
1000 DISTRICT SOURCES OF REVENUE:		
1100 TAXES LEVIED/ASSESSED		
1110 Ad Valorem Tax Levy (Current Year)	\$0.00	\$0.00
1120 Ad Valorem Tax Levy (Prior Years)	\$0.00	\$0.00
1130 Revenue In Lieu Of Taxes	\$0.00	\$0.00
1140 Revenue From Local Governmental Units Other Than Leas	\$0.00	\$0.00
1190 Other Taxes	\$0.00	\$0.00
TOTAL TAXES LEVIED/ASSESSED	\$0.00	\$0.00
1200 Tuition & Fees	\$0.00	\$0.00
1300 Earnings on Investments and Bond Sales	\$0.00	\$0.00
1400 Rental, Disposals and Commissions	\$0.00	\$0.00
1500 Reimbursements	\$0.00	\$0.00
1600 Other Local Sources of Revenue	\$0.00	\$0.00
1700 CHILD NUTRITION PROGRAM		
1710 Students' Lunches	\$684,035.74	\$722,899.43
1720 Students' Breakfst	\$39,931.30	\$42,211.52
1730 Adult Lunches/Breakfasts	\$0.00	\$5,093.79
1740 Extra Food/A La Carte/Extra Milk	\$0.00	\$2,787.68
1750 Special Milk Program	\$0.00	\$0.00
1760 Contract Lunches, Breakfasts, Milk and Supplements	\$0.00	\$0.00
1790 Other District Revenue (Child Nutrition Programs)	\$0.00	\$28,447.87
TOTAL CHILD NUTRITION PROGRAM	\$723,967.04	\$801,440.29
1800 Athletics	\$0.00	\$0.00
TOTAL DISTRICT SOURCES OF REVENUE	\$723,967.04	\$801,440.29
2000 INTERMEDIATE SOURCES OF REVENUE:		
TOTAL INTERMEDIATE SOURCES OF REVENUE	\$0.00	\$0.00
3000 STATE SOURCES OF REVENUE:		
3100 Total Dedicated Revenue	\$0.00	\$0.00
3200 Total State Aid - General Operations - Non-Categorical	\$298,269.80	\$283,724.72
3300 State Aid - Competitive Grants - Categorical	\$0.00	\$0.00
3400 State - Categorical	\$0.00	\$0.00
3500 Special Programs	\$0.00	\$0.00
3600 Other State Sources of Revenue	\$0.00	\$0.00
3700 CHILD NUTRITION PROGRAM		
3710 State Reimbursement	\$0.00	\$0.00
3720 State Matching	\$26,329.76	\$29,798.34
TOTAL CHILD NUTRITION PROGRAM	\$26,329.76	\$29,798.34
3800 State Vocational Programs - Multi-Source	\$0.00	\$0.00
TOTAL STATE SOURCES OF REVENUE	\$324,599.56	\$313,523.06
4000 FEDERAL SOURCES OF REVENUE:		
4100 Grants-In-Aid Direct From The Federal Government	\$0.00	\$0.00
4200 Disadvantaged Students	\$0.00	\$0.00
4300 Individuals With Disabilities	\$0.00	\$0.00
4400 No Child Left Behind	\$0.00	\$0.00
4500 Grants-In-Aid Passed Through Other State/Intermediate Sources	\$0.00	\$0.00
4600 Other Federal Sources Passed Through State Dept Of Education	\$0.00	\$0.00
4700 CHILD NUTRITION PROGRAMS		
4705 Supply Chain Assistance	\$0.00	\$147,760.03
4706 EBT Local Admin Funds	\$0.00	\$0.00
4710 Lunches	\$1,436,333.59	\$1,484,436.52
4720 Breakfasts	\$532,664.84	\$603,410.11
4730 Special Milk	\$0.00	\$0.00
4740 Summer Food Service Program	\$36,436.08	\$113,312.17
4750 Child and Adult Food Program	\$0.00	\$0.00
TOTAL CHILD NUTRITION PROGRAMS	\$2,005,434.51	\$2,348,918.83
4800 Federal Vocational Education	\$0.00	\$0.00
TOTAL FEDERAL SOURCES OF REVENUE	\$2,005,434.51	\$2,348,918.83
5000 NON-REVENUE RECEIPTS:		
TOTAL NON-REVENUE RECEIPTS	\$0.00	\$206.41
6000 BALANCE SHEET ACCOUNTS		
6100 CASH ACCOUNTS		
6110 Cash Forward	\$1,997,511.35	\$1,997,511.35
6130 Prior-Year Lapsed Appropriations (Schedule 6)	\$0.00	\$0.00
6140 Estopped Warrants by Statute	\$0.00	\$1,127.29
TOTAL CASH ACCOUNTS	\$1,997,511.35	\$1,998,638.64
6200 Interfund Transfers	\$0.00	\$0.00
TOTAL BALANCE SHEET ACCOUNTS	\$1,997,511.35	\$1,998,638.64
GRAND TOTAL	\$5,051,512.46	\$5,462,727.23

CHILD NUTRITION FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2023 TO JUNE 30, 2024
ESTIMATE OF NEEDS FOR 2024-2025

EXHIBIT 'D'

Schedule 6: Revenue, Non-Revenue Receipts & Cash Balances (Continued)				
SOURCE	2023-24 Account	BASIS AND LIMIT OF ENSUING	ESTIMATED BY GOVERNING BOARD	APPROVED BY EXCISE BOARD
	OVER/UNDER			
1000 DISTRICT SOURCES OF REVENUE:				
1100 TAXES LEVIED/ASSESSED				
1110 Ad Valorem Tax Levy (Current Year)	\$0.00	0.00%	\$0.00	\$0.00
1120 Ad Valorem Tax Levy (Prior Years)	\$0.00	0.00%	\$0.00	\$0.00
1130 Revenue In Lieu Of Taxes	\$0.00	0.00%	\$0.00	\$0.00
1140 Revenue From Local Governmental Units Other Than Leas	\$0.00	0.00%	\$0.00	\$0.00
1190 Other Taxes	\$0.00	0.00%	\$0.00	\$0.00
TOTAL TAXES LEVIED/ASSESSED	\$0.00		\$0.00	\$0.00
1200 Tuition & Fees	\$0.00	0.00%	\$0.00	\$0.00
1300 Earnings on Investments and Bond Sales	\$0.00	0.00%	\$0.00	\$0.00
1400 Rental, Disposals and Commissions	\$0.00	0.00%	\$0.00	\$0.00
1500 Reimbursements	\$0.00	0.00%	\$0.00	\$0.00
1600 Other Local Sources of Revenue	\$0.00	0.00%	\$0.00	\$0.00
1700 CHILD NUTRITION PROGRAM				
1710 Students' Lunches	\$38,863.69	95.00%	\$686,754.46	\$686,754.46
1720 Students' Breakfst	\$2,280.22	95.00%	\$40,100.94	\$40,100.94
1730 Adult Lunches/Breakfasts	\$5,093.79	95.00%	\$4,839.10	\$4,839.10
1740 Extra Food/A La Carte/Extra Milk	\$2,787.68	0.00%	\$0.00	\$0.00
1750 Special Milk Program	\$0.00	0.00%	\$0.00	\$0.00
1760 Contract Lunches, Breakfasts, Milk and Supplements	\$0.00	0.00%	\$0.00	\$0.00
1790 Other District Revenue (Child Nutrition Programs)	\$28,447.87	95.00%	\$27,025.48	\$27,025.48
TOTAL CHILD NUTRITION PROGRAM	\$77,473.25		\$758,719.98	\$758,719.98
1800 Athletics	\$0.00	0.00%	\$0.00	\$0.00
TOTAL DISTRICT SOURCES OF REVENUE	\$77,473.25		\$758,719.98	\$758,719.98
2000 INTERMEDIATE SOURCES OF REVENUE:				
TOTAL INTERMEDIATE SOURCES OF REVENUE	\$0.00	0.00%	\$0.00	\$0.00
3000 STATE SOURCES OF REVENUE:				
3100 Total Dedicated Revenue	\$0.00	0.00%	\$0.00	\$0.00
3200 Total State Aid - General Operations - Non-Categorical	-\$14,545.08	100.00%	\$283,724.72	\$283,724.72
3300 State Aid - Competitive Grants - Categorical	\$0.00	0.00%	\$0.00	\$0.00
3400 State - Categorical	\$0.00	0.00%	\$0.00	\$0.00
3500 Special Programs	\$0.00	0.00%	\$0.00	\$0.00
3600 Other State Sources of Revenue	\$0.00	0.00%	\$0.00	\$0.00
3700 CHILD NUTRITION PROGRAM				
3710 State Reimbursement	\$0.00	0.00%	\$0.00	\$0.00
3720 State Matching	\$3,468.58	95.00%	\$28,308.42	\$28,308.42
TOTAL CHILD NUTRITION PROGRAM	\$3,468.58		\$28,308.42	\$28,308.42
3800 State Vocational Programs - Multi-Source	\$0.00	0.00%	\$0.00	\$0.00
TOTAL STATE SOURCES OF REVENUE	-\$11,076.50		\$312,033.14	\$312,033.14
4000 FEDERAL SOURCES OF REVENUE:				
4100 Grants-In-Aid Direct From The Federal Government	\$0.00	0.00%	\$0.00	\$0.00
4200 Disadvantaged Students	\$0.00	0.00%	\$0.00	\$0.00
4300 Individuals With Disabilities	\$0.00	0.00%	\$0.00	\$0.00
4400 No Child Left Behind	\$0.00	0.00%	\$0.00	\$0.00
4500 Grants-In-Aid Passed Through Other State/Intermediate Sources	\$0.00	0.00%	\$0.00	\$0.00
4600 Other Federal Sources Passed Through State Dept Of Education	\$0.00	0.00%	\$0.00	\$0.00
4700 CHILD NUTRITION PROGRAMS				
4705 Supply Chain Assistance	\$147,760.03	0.00%	\$0.00	\$0.00
4706 EBT Local Admin Funds	\$0.00	0.00%	\$0.00	\$0.00
4710 Lunches	\$48,102.93	95.00%	\$1,410,214.69	\$1,410,214.69
4720 Breakfasts	\$70,745.27	95.00%	\$573,239.60	\$573,239.60
4730 Special Milk	\$0.00	0.00%	\$0.00	\$0.00
4740 Summer Food Service Program	\$76,876.09	95.00%	\$107,646.56	\$107,646.56
4750 Child and Adult Food Program	\$0.00	0.00%	\$0.00	\$0.00
TOTAL CHILD NUTRITION PROGRAMS	\$343,484.32		\$2,091,100.85	\$2,091,100.85
4800 Federal Vocational Education	\$0.00	0.00%	\$0.00	\$0.00
TOTAL FEDERAL SOURCES OF REVENUE	\$343,484.32		\$2,091,100.85	\$2,091,100.85
5000 NON-REVENUE RECEIPTS:				
TOTAL NON-REVENUE RECEIPTS	\$206.41	0.00%	\$0.00	\$0.00
6000 BALANCE SHEET ACCOUNTS				
6100 CASH ACCOUNTS				
6110 Cash Forward	\$0.00	84.99%	\$1,697,637.43	\$1,697,637.43
6130 Prior-Year Lapsed Appropriations (Schedule 6)	\$0.00	0.00%	\$0.00	\$0.00
6140 Estopped Warrants by Statute	\$1,127.29	0.00%	\$0.00	\$0.00
TOTAL CASH ACCOUNTS	\$1,127.29		\$1,697,637.43	\$1,697,637.43
6200 Interfund Transfers	\$0.00	0.00%	\$0.00	\$0.00
TOTAL BALANCE SHEET ACCOUNTS	\$1,127.29		\$1,697,637.43	\$1,697,637.43
GRAND TOTAL	\$411,214.77		\$4,859,491.40	\$4,859,491.40

CHILD NUTRITION FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2023 TO JUNE 30, 2024
ESTIMATE OF NEEDS FOR 2024-2025

EXHIBIT 'D'

Schedule 7: Report of Prior Year Warrants Issued From Reserves			
FISCAL YEAR ENDING JUNE 30, 2023			
	RESERVES 06-30-2023	WARRANTS ISSUED SINCE	BALANCE LAPSED
TOTAL PRIOR YEAR RESERVES	\$123,103.56	\$123,103.56	\$0.00

Schedule 8: Report of Current Year Expenditures			
FISCAL YEAR ENDING JUNE 30, 2024			
APPROPRIATED ACCOUNTS	APPROPRIATIONS		
	ORIGINAL	SUPPLEMENTAL ADJUSTMENTS	FINAL APPROPRIATIONS
1000 INSTRUCTION:	\$0.00	\$0.00	\$0.00
TOTAL INSTRUCTION	\$0.00	\$0.00	\$0.00
2000 SUPPORT SERVICES:	\$0.00	\$0.00	\$0.00
TOTAL SUPPORT SERVICES	\$0.00	\$0.00	\$0.00
3000 OPERATION OF NON-INSTRUCTION SERVICES:			
3100 CHILD NUTRITION PROGRAMS OPERATIONS			
3110 Supervision of Child Nutrition Programs Operations	\$0.00	\$0.00	\$0.00
3120 Food Preparation & Dispensing Services	\$0.00	\$0.00	\$0.00
3130 Food and Supplies Delivery Services	\$0.00	\$0.00	\$0.00
3140 Other Direct/Related Child Nutrition Programs Services	\$0.00	\$0.00	\$0.00
3150 Food Procurement Services	\$0.00	\$0.00	\$0.00
3160 Non-Reimbursable Services	\$0.00	\$0.00	\$0.00
3180 Nutrition Education & Staff Development	\$0.00	\$0.00	\$0.00
3190 Other Child Nutrition Programs Operations	\$0.00	\$0.00	\$0.00
TOTAL CHILD NUTRITION PROGRAMS OPERATIONS	\$0.00	\$0.00	\$0.00
3200 Other Enterprise Service Operations	\$0.00	\$0.00	\$0.00
3300 Community Services Operations	\$0.00	\$0.00	\$0.00
TOTAL OPERATION OF NON-INSTRUCTION SERVICES	\$0.00	\$0.00	\$0.00
4000 FACILITIES ACQUISITION & CONSTRUCTION SERV:			
4100 Supv. of Facilities Acquisition and Construction	\$0.00	\$0.00	\$0.00
4200 Site Acquisition Services	\$0.00	\$0.00	\$0.00
4300 Site Improvement Services	\$0.00	\$0.00	\$0.00
4400 Architecture and Engineering Services	\$0.00	\$0.00	\$0.00
4500 Educational Specifications Development Services	\$0.00	\$0.00	\$0.00
4600 Building Acquisition and Construction Services	\$0.00	\$0.00	\$0.00
4700 Building Improvement Services	\$0.00	\$0.00	\$0.00
4900 Other Facilities Acquisition and Const. Services	\$0.00	\$0.00	\$0.00
TOTAL FACILITIES ACQUISITION & CONST. SERVICES	\$0.00	\$0.00	\$0.00
5000 OTHER OUTLAYS:			
5100 Debt Service	\$0.00	\$0.00	\$0.00
5200 Reimbursement(Child Nutrition Fund)	\$0.00	\$0.00	\$0.00
5300 Clearing Account	\$0.00	\$0.00	\$0.00
5400 Indirect Cost Entitlement	\$0.00	\$0.00	\$0.00
5500 Private Nonprofit Schools	\$0.00	\$0.00	\$0.00
5600 Correcting Entry	\$0.00	\$0.00	\$0.00
TOTAL OTHER OUTLAYS	\$0.00	\$0.00	\$0.00
7000 OTHER USES:	\$5,051,512.46	\$0.00	\$5,051,512.46
TOTAL OTHER USES	\$5,051,512.46	\$0.00	\$5,051,512.46
8000 REPAYMENTS:	\$0.00	\$0.00	\$0.00
TOTAL REPAYMENTS	\$0.00	\$0.00	\$0.00
TOTAL CHILD NUTRITION FUND 2023-24 FISCAL YEAR	\$5,051,512.46	\$0.00	\$5,051,512.46

CHILD NUTRITION FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2023 TO JUNE 30, 2024
ESTIMATE OF NEEDS FOR 2024-2025

EXHIBIT 'D'

Schedule 8: Report of Current Year Expenditures (Continued)				
FISCAL YEAR ENDING JUNE 30, 2024				
APPROPRIATED ACCOUNTS	WARRANTS ISSUED	RESERVES	LAPSED BALANCE KNOWN TO BE UNENCUMBERED	2023-2024 EXPENDITURES FOR CURRENT EXPENSE PURPOSES
1000 INSTRUCTION:	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL INSTRUCTION	\$0.00	\$0.00	\$0.00	\$0.00
2000 SUPPORT SERVICES:	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL SUPPORT SERVICES	\$0.00	\$0.00	\$0.00	\$0.00
3000 OPERATION OF NON-INSTRUCTION SERVICES:				
3100 CHILD NUTRITION PROGRAMS OPERATIONS				
3110 Supervision of Child Nutrition Programs Operations	\$92,616.51	\$0.00	-\$92,616.51	\$92,616.51
3120 Food Preparation & Dispensing Services	\$1,696,018.74	\$0.00	-\$1,696,018.74	\$1,696,018.74
3130 Food and Supplies Delivery Services	\$118,700.01	\$0.00	-\$118,700.01	\$118,700.01
3140 Other Direct/Related Child Nutrition Programs Services	\$462,119.48	\$0.00	-\$462,119.48	\$462,119.48
3150 Food Procurement Services	\$1,326,334.10	\$0.00	-\$1,326,334.10	\$1,326,334.10
3160 Non-Reimbursable Services	\$2,860.06	\$0.00	-\$2,860.06	\$2,860.06
3180 Nutrition Education & Staff Development	\$5,395.00	\$0.00	-\$5,395.00	\$5,395.00
3190 Other Child Nutrition Programs Operations	\$60,619.94	\$39.55	-\$60,659.49	\$60,659.49
TOTAL CHILD NUTRITION PROGRAMS OPERATIONS	\$3,764,663.84	\$39.55	-\$3,764,703.39	\$3,764,703.39
3200 Other Enterprise Service Operations	\$0.00	\$0.00	\$0.00	\$0.00
3300 Community Services Operations	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL OPERATION OF NON-INSTRUCTION SERVICES	\$3,764,663.84	\$39.55	-\$3,764,703.39	\$3,764,703.39
4000 FACILITIES ACQUISITION & CONSTRUCTION SERV:				
4100 Supv. of Facilities Acquisition and Construction	\$0.00	\$0.00	\$0.00	\$0.00
4200 Site Acquisition Services	\$0.00	\$0.00	\$0.00	\$0.00
4300 Site Improvement Services	\$0.00	\$0.00	\$0.00	\$0.00
4400 Architecture and Engineering Services	\$0.00	\$0.00	\$0.00	\$0.00
4500 Educational Specifications Development Services	\$0.00	\$0.00	\$0.00	\$0.00
4600 Building Acquisition and Construction Services	\$0.00	\$0.00	\$0.00	\$0.00
4700 Building Improvement Services	\$0.00	\$0.00	\$0.00	\$0.00
4900 Other Facilities Acquisition and Const. Services	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL FACILITIES ACQUISITION & CONST. SERVICES	\$0.00	\$0.00	\$0.00	\$0.00
5000 OTHER OUTLAYS:				
5100 Debt Service	\$0.00	\$0.00	\$0.00	\$0.00
5200 Reimbursement(Child Nutrition Fund)	\$180.00	\$0.00	-\$180.00	\$180.00
5300 Clearing Account	\$0.00	\$0.00	\$0.00	\$0.00
5400 Indirect Cost Entitlement	\$0.00	\$0.00	\$0.00	\$0.00
5500 Private Nonprofit Schools	\$0.00	\$0.00	\$0.00	\$0.00
5600 Correcting Entry	\$206.41	\$0.00	-\$206.41	\$206.41
TOTAL OTHER OUTLAYS	\$386.41	\$0.00	-\$386.41	\$386.41
7000 OTHER USES:	\$0.00	\$0.00	\$5,051,512.46	\$0.00
TOTAL OTHER USES	\$0.00	\$0.00	\$5,051,512.46	\$0.00
8000 REPAYMENTS:	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL REPAYMENTS	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CHILD NUTRITION FUND 2023-24 FISCAL YE	\$3,765,050.25	\$39.55	\$1,286,422.66	\$3,765,089.80

ESTIMATE OF NEEDS FOR THE FISCAL YEAR 2024-25	Estimate of Needs by Governing Board	Approved by County Excise Board
PURPOSE:		
Current Expense	\$4,859,491.40	\$4,859,491.40
Pro rata share of County Assessor's Budget as determined by County Excise Board	\$0.00	\$0.00
GRAND TOTAL - Home School	\$4,859,491.40	\$4,859,491.40

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2023 TO JUNE 30, 2024
ESTIMATE OF NEEDS FOR 2024-2025

EXHIBIT "E"

Schedule 1: Detail of Bond and Coupon Indebtedness as of June 30, 2024 - Not Affecting Homesteads (New)						
PURPOSE OF BOND ISSUE:						2015 Building
Date Of Issue						5/1/2015
Date Of Sale By Delivery						5/1/2015
HOW AND WHEN BONDS MATURE:						
Uniform Maturities:						
Date Maturity Begins						5/1/2017
Amount Of Each Uniform Maturity						\$ 310,000.00
Final Maturity Otherwise:						
Date of Final Maturity						5/1/2025
Amount of Final Maturity						\$ 320,000.00
AMOUNT OF ORIGINAL ISSUE						\$ 2,800,000.00
Cancelled, In Judgement Or Delayed For Final Levy Year						\$ 0.00
Basis of Accruals Contemplated on Net Collections or Better in Anticipation:						
Bond Issues Accruing By Tax Levy						\$ 2,800,000.00
Years To Run						10
Normal Annual Accrual						\$ 280,000.00
Tax Years Run						9
Accrual Liability To Date						\$ 2,520,000.00
Deductions From Total Accruals:						
Bonds Paid Prior To 6-30-2023						\$ 2,170,000.00
Bonds Paid During 2023-2024						\$ 310,000.00
Matured Bonds Unpaid						\$ 0.00
Balance Of Accrual Liability						\$ 40,000.00
TOTAL BONDS OUTSTANDING 6-30-2024:						
Matured						\$ 0.00
Unmatured						\$ 320,000.00
Coupon Computation:	Coupon Date	Unmatured Amount	% Int.	Months	Interest Amount	
Bonds and Coupons	5/1/2025	\$ 320,000.00	2.000%	10 Mo.	\$ 5,333.33	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Requirement for Interest Earnings After Last Tax-Levy Year:						
Terminal Interest To Accrue						\$ 0.00
Years To Run						0
Accrue Each Year						\$ 0.00
Tax Years Run						0
Total Accrual To Date						\$ 0.00
Current Interest Earned Through 2024-2025						\$ 5,333.33
Total Interest To Levy For 2024-2025						\$ 5,333.33
INTEREST COUPON ACCOUNT:						
Interest Earned But Unpaid 6-30-2023:						
Matured						\$ 0.00
Unmatured						\$ 2,100.00
Interest Earnings 2023-2024						\$ 11,566.67
Coupons Paid Through 2023-2024						\$ 12,600.00
Interest Earned But Unpaid 6-30-2024:						
Matured						\$ 0.00
Unmatured						\$ 1,066.67

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2023 TO JUNE 30, 2024
ESTIMATE OF NEEDS FOR 2024-2025

EXHIBIT "E"

Schedule 1: Detail of Bond and Coupon Indebtedness as of June 30, 2024 - Not Affecting Homesteads (New)					
PURPOSE OF BOND ISSUE:					2018 Comb. Purpose
Date Of Issue					6/1/2018
Date Of Sale By Delivery					6/1/2018
HOW AND WHEN BONDS MATURE:					
Uniform Maturities:					
Date Maturity Begins					6/1/2020
Amount Of Each Uniform Maturity					\$ 2,000,000.00
Final Maturity Otherwise:					
Date of Final Maturity					6/1/2025
Amount of Final Maturity					\$ 2,000,000.00
AMOUNT OF ORIGINAL ISSUE					
Cancelled, In Judgement Or Delayed For Final Levy Year					\$ 0.00
Basis of Accruals Contemplated on Net Collections or Better in Anticipation:					
Bond Issues Accruing By Tax Levy					\$ 12,000,000.00
Years To Run					7
Normal Annual Accrual					\$ 1,714,285.71
Tax Years Run					6
Accrual Liability To Date					\$ 10,285,714.29
Deductions From Total Accruals:					
Bonds Paid Prior To 6-30-2023					\$ 8,000,000.00
Bonds Paid During 2023-2024					\$ 2,000,000.00
Matured Bonds Unpaid					\$ 0.00
Balance Of Accrual Liability					\$ 285,714.29
TOTAL BONDS OUTSTANDING 6-30-2024:					
Matured					\$ 0.00
Unmatured					\$ 2,000,000.00
Coupon Computation:	Coupon Date	Unmatured Amount	% Int.	Months	Interest Amount
Bonds and Coupons	6/1/2025	\$ 2,000,000.00	3.000%	11 Mo.	\$ 55,000.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Requirement for Interest Earnings After Last Tax-Levy Year:					
Terminal Interest To Accrue					\$ 0.00
Years To Run					0
Accrue Each Year					\$ 0.00
Tax Years Run					0
Total Accrual To Date					\$ 0.00
Current Interest Earned Through 2024-2025					\$ 55,000.00
Total Interest To Levy For 2024-2025					\$ 55,000.00
INTEREST COUPON ACCOUNT:					
Interest Earned But Unpaid 6-30-2023:					
Matured					\$ 0.00
Unmatured					\$ 10,000.00
Interest Earnings 2023-2024					\$ 115,000.00
Coupons Paid Through 2023-2024					\$ 120,000.00
Interest Earned But Unpaid 6-30-2024:					
Matured					\$ 0.00
Unmatured					\$ 5,000.00

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2023 TO JUNE 30, 2024
ESTIMATE OF NEEDS FOR 2024-2025

EXHIBIT "E"

Schedule 1: Detail of Bond and Coupon Indebtedness as of June 30, 2024 - Not Affecting Homesteads (New)					
PURPOSE OF BOND ISSUE:					2019A Combined Purpose
Date Of Issue					6/1/2019
Date Of Sale By Delivery					6/1/2019
HOW AND WHEN BONDS MATURE:					
Uniform Maturities:					
Date Maturity Begins					6/1/2021
Amount Of Each Uniform Maturity					\$ 2,250,000.00
Final Maturity Otherwise:					
Date of Final Maturity					6/1/2024
Amount of Final Maturity					\$ 2,250,000.00
AMOUNT OF ORIGINAL ISSUE					
Cancelled, In Judgement Or Delayed For Final Levy Year					\$ 0.00
Basis of Accruals Contemplated on Net Collections or Better in Anticipation:					
Bond Issues Accruing By Tax Levy					\$ 9,000,000.00
Years To Run					5
Normal Annual Accrual					\$ 0.00
Tax Years Run					5
Accrual Liability To Date					\$ 9,000,000.00
Deductions From Total Accruals:					
Bonds Paid Prior To 6-30-2023					\$ 6,750,000.00
Bonds Paid During 2023-2024					\$ 2,250,000.00
Matured Bonds Unpaid					\$ 0.00
Balance Of Accrual Liability					\$ 0.00
TOTAL BONDS OUTSTANDING 6-30-2024:					
Matured					\$ 0.00
Unmatured					\$ 0.00
Coupon Computation:	Coupon Date	Unmatured Amount	% Int.	Months	Interest Amount
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Requirement for Interest Earnings After Last Tax-Levy Year:					
Terminal Interest To Accrue					\$ 0.00
Years To Run					0
Accrue Each Year					\$ 0.00
Tax Years Run					0
Total Accrual To Date					\$ 0.00
Current Interest Earned Through 2024-2025					\$ 0.00
Total Interest To Levy For 2024-2025					\$ 0.00
INTEREST COUPON ACCOUNT:					
Interest Earned But Unpaid 6-30-2023:					
Matured					\$ 0.00
Unmatured					\$ 4,687.50
Interest Earnings 2023-2024					\$ 51,562.50
Coupons Paid Through 2023-2024					\$ 56,250.00
Interest Earned But Unpaid 6-30-2024:					
Matured					\$ 0.00
Unmatured					\$ 0.00

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2023 TO JUNE 30, 2024
ESTIMATE OF NEEDS FOR 2024-2025

EXHIBIT "E"

Schedule 1: Detail of Bond and Coupon Indebtedness as of June 30, 2024 - Not Affecting Homesteads (New)					
PURPOSE OF BOND ISSUE:					2019B Combined Purpose
Date Of Issue					6/1/2019
Date Of Sale By Delivery					6/1/2019
HOW AND WHEN BONDS MATURE:					
Uniform Maturities:					
Date Maturity Begins					6/1/2021
Amount Of Each Uniform Maturity					\$ 655,000.00
Final Maturity Otherwise:					
Date of Final Maturity					6/1/2024
Amount of Final Maturity					\$ 670,000.00
AMOUNT OF ORIGINAL ISSUE					
Cancelled, In Judgement Or Delayed For Final Levy Year					\$ 0.00
Basis of Accruals Contemplated on Net Collections or Better in Anticipation:					
Bond Issues Accruing By Tax Levy					\$ 2,635,000.00
Years To Run					5
Normal Annual Accrual					\$ 0.00
Tax Years Run					5
Accrual Liability To Date					\$ 2,635,000.00
Deductions From Total Accruals:					
Bonds Paid Prior To 6-30-2023					\$ 1,965,000.00
Bonds Paid During 2023-2024					\$ 670,000.00
Matured Bonds Unpaid					\$ 0.00
Balance Of Accrual Liability					\$ 0.00
TOTAL BONDS OUTSTANDING 6-30-2024:					
Matured					\$ 0.00
Unmatured					\$ 0.00
Coupon Computation:	Coupon Date	Unmatured Amount	% Int.	Months	Interest Amount
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Requirement for Interest Earnings After Last Tax-Levy Year:					
Terminal Interest To Accrue					\$ 0.00
Years To Run					0
Accrue Each Year					\$ 0.00
Tax Years Run					0
Total Accrual To Date					\$ 0.00
Current Interest Earned Through 2024-2025					\$ 0.00
Total Interest To Levy For 2024-2025					\$ 0.00
INTEREST COUPON ACCOUNT:					
Interest Earned But Unpaid 6-30-2023:					
Matured					\$ 0.00
Unmatured					\$ 1,675.00
Interest Earnings 2023-2024					\$ 18,425.00
Coupons Paid Through 2023-2024					\$ 20,100.00
Interest Earned But Unpaid 6-30-2024:					
Matured					\$ 0.00
Unmatured					\$ 0.00

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2023 TO JUNE 30, 2024
ESTIMATE OF NEEDS FOR 2024-2025

EXHIBIT "E"

Schedule 1: Detail of Bond and Coupon Indebtedness as of June 30, 2024 - Not Affecting Homesteads (New)						
PURPOSE OF BOND ISSUE:						2020 Comb Purpose Bonds
Date Of Issue						6/1/2020
Date Of Sale By Delivery						6/1/2020
HOW AND WHEN BONDS MATURE:						
Uniform Maturities:						
Date Maturity Begins						6/1/2022
Amount Of Each Uniform Maturity						\$ 1,140,000.00
Final Maturity Otherwise:						
Date of Final Maturity						6/1/2028
Amount of Final Maturity						\$ 1,160,000.00
AMOUNT OF ORIGINAL ISSUE						\$ 8,000,000.00
Cancelled, In Judgement Or Delayed For Final Levy Year						\$ 0.00
Basis of Accruals Contemplated on Net Collections or Better in Anticipation:						
Bond Issues Accruing By Tax Levy						\$ 8,000,000.00
Years To Run						7
Normal Annual Accrual						\$ 1,142,857.14
Tax Years Run						3
Accrual Liability To Date						\$ 3,428,571.43
Deductions From Total Accruals:						
Bonds Paid Prior To 6-30-2023						\$ 2,280,000.00
Bonds Paid During 2023-2024						\$ 1,140,000.00
Matured Bonds Unpaid						\$ 0.00
Balance Of Accrual Liability						\$ 8,571.43
TOTAL BONDS OUTSTANDING 6-30-2024:						
Matured						\$ 0.00
Unmatured						\$ 4,580,000.00
Coupon Computation:	Coupon Date	Unmatured Amount	% Int.	Months	Interest Amount	
Bonds and Coupons	6/1/2025	\$ 1,140,000.00	1.100%	11 Mo.	\$ 11,495.00	
Bonds and Coupons	6/1/2026	\$ 1,140,000.00	2.000%	12 Mo.	\$ 22,800.00	
Bonds and Coupons	6/1/2027	\$ 1,140,000.00	2.000%	12 Mo.	\$ 22,800.00	
Bonds and Coupons	6/1/2028	\$ 1,160,000.00	2.000%	12 Mo.	\$ 23,200.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Requirement for Interest Earnings After Last Tax-Levy Year:						
Terminal Interest To Accrue						\$ 0.00
Years To Run						0
Accrue Each Year						\$ 0.00
Tax Years Run						0
Total Accrual To Date						\$ 0.00
Current Interest Earned Through 2024-2025						\$ 80,295.00
Total Interest To Levy For 2024-2025						\$ 80,295.00
INTEREST COUPON ACCOUNT:						
Interest Earned But Unpaid 6-30-2023:						
Matured						\$ 0.00
Unmatured						\$ 7,728.33
Interest Earnings 2023-2024						\$ 91,790.00
Coupons Paid Through 2023-2024						\$ 92,740.00
Interest Earned But Unpaid 6-30-2024:						
Matured						\$ 0.00
Unmatured						\$ 6,778.33

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2023 TO JUNE 30, 2024
ESTIMATE OF NEEDS FOR 2024-2025

EXHIBIT "E"

Schedule 1: Detail of Bond and Coupon Indebtedness as of June 30, 2024 - Not Affecting Homesteads (New)					
PURPOSE OF BOND ISSUE:					2021 Comb Purp Bonds
Date Of Issue					6/1/2021
Date Of Sale By Delivery					6/1/2021
HOW AND WHEN BONDS MATURE:					
Uniform Maturities:					
Date Maturity Begins					6/1/2023
Amount Of Each Uniform Maturity					\$ 3,250,000.00
Final Maturity Otherwise:					
Date of Final Maturity					6/1/2026
Amount of Final Maturity					\$ 3,250,000.00
AMOUNT OF ORIGINAL ISSUE					
Cancelled, In Judgement Or Delayed For Final Levy Year					\$ 0.00
Basis of Accruals Contemplated on Net Collections or Better in Anticipation:					
Bond Issues Accruing By Tax Levy					\$ 13,000,000.00
Years To Run					5
Normal Annual Accrual					\$ 2,600,000.00
Tax Years Run					3
Accrual Liability To Date					\$ 7,800,000.00
Deductions From Total Accruals:					
Bonds Paid Prior To 6-30-2023					\$ 3,250,000.00
Bonds Paid During 2023-2024					\$ 3,250,000.00
Matured Bonds Unpaid					\$ 0.00
Balance Of Accrual Liability					\$ 1,300,000.00
TOTAL BONDS OUTSTANDING 6-30-2024:					
Matured					\$ 0.00
Unmatured					\$ 6,500,000.00
Coupon Computation:	Coupon Date	Unmatured Amount	% Int.	Months	Interest Amount
Bonds and Coupons	6/1/2025	\$ 3,250,000.00	1.125%	11 Mo.	\$ 33,515.63
Bonds and Coupons	6/1/2026	\$ 3,250,000.00	1.125%	12 Mo.	\$ 36,562.50
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Requirement for Interest Earnings After Last Tax-Levy Year:					
Terminal Interest To Accrue					\$ 0.00
Years To Run					0
Accrue Each Year					\$ 0.00
Tax Years Run					0
Total Accrual To Date					\$ 0.00
Current Interest Earned Through 2024-2025					\$ 70,078.13
Total Interest To Levy For 2024-2025					\$ 70,078.13
INTEREST COUPON ACCOUNT:					
Interest Earned But Unpaid 6-30-2023:					
Matured					\$ 0.00
Unmatured					\$ 9,140.63
Interest Earnings 2023-2024					\$ 106,640.63
Coupons Paid Through 2023-2024					\$ 109,687.50
Interest Earned But Unpaid 6-30-2024:					
Matured					\$ 0.00
Unmatured					\$ 6,093.76

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2023 TO JUNE 30, 2024
ESTIMATE OF NEEDS FOR 2024-2025

EXHIBIT "E"

Schedule 1: Detail of Bond and Coupon Indebtedness as of June 30, 2024 - Not Affecting Homesteads (New)						
PURPOSE OF BOND ISSUE:						2022 Comb Purp Bonds
Date Of Issue						6/1/2022
Date Of Sale By Delivery						6/1/2022
HOW AND WHEN BONDS MATURE:						
Uniform Maturities:						
Date Maturity Begins						6/1/2024
Amount Of Each Uniform Maturity						\$ 1,000,000.00
Final Maturity Otherwise:						
Date of Final Maturity						6/1/2031
Amount of Final Maturity						\$ 1,000,000.00
AMOUNT OF ORIGINAL ISSUE						\$ 8,000,000.00
Cancelled, In Judgement Or Delayed For Final Levy Year						\$ 0.00
Basis of Accruals Contemplated on Net Collections or Better in Anticipation:						
Bond Issues Accruing By Tax Levy						\$ 8,000,000.00
Years To Run						9
Normal Annual Accrual						\$ 888,888.89
Tax Years Run						2
Accrual Liability To Date						\$ 1,777,777.78
Deductions From Total Accruals:						
Bonds Paid Prior To 6-30-2023						\$ 0.00
Bonds Paid During 2023-2024						\$ 1,000,000.00
Matured Bonds Unpaid						\$ 0.00
Balance Of Accrual Liability						\$ 777,777.78
TOTAL BONDS OUTSTANDING 6-30-2024:						
Matured						\$ 0.00
Unmatured						\$ 7,000,000.00
Coupon Computation:	Coupon Date	Unmatured Amount	% Int.	Months	Interest Amount	
Bonds and Coupons	6/1/2025	\$ 1,000,000.00	3.000%	11 Mo.	\$ 27,500.00	
Bonds and Coupons	6/1/2026	\$ 1,000,000.00	3.000%	12 Mo.	\$ 30,000.00	
Bonds and Coupons	6/1/2027	\$ 1,000,000.00	3.000%	12 Mo.	\$ 30,000.00	
Bonds and Coupons	6/1/2028	\$ 1,000,000.00	3.000%	12 Mo.	\$ 30,000.00	
Bonds and Coupons	6/1/2029	\$ 1,000,000.00	3.000%	12 Mo.	\$ 30,000.00	
Bonds and Coupons	6/1/2030	\$ 1,000,000.00	3.000%	12 Mo.	\$ 30,000.00	
Bonds and Coupons	6/1/2031	\$ 1,000,000.00	3.000%	12 Mo.	\$ 30,000.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Requirement for Interest Earnings After Last Tax-Levy Year:						
Terminal Interest To Accrue						\$ 0.00
Years To Run						0
Accrue Each Year						\$ 0.00
Tax Years Run						0
Total Accrual To Date						\$ 0.00
Current Interest Earned Through 2024-2025						\$ 207,500.00
Total Interest To Levy For 2024-2025						\$ 207,500.00
INTEREST COUPON ACCOUNT:						
Interest Earned But Unpaid 6-30-2023:						
Matured						\$ 0.00
Unmatured						\$ 20,000.00
Interest Earnings 2023-2024						\$ 237,500.00
Coupons Paid Through 2023-2024						\$ 240,000.00
Interest Earned But Unpaid 6-30-2024:						
Matured						\$ 0.00
Unmatured						\$ 17,500.00

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2023 TO JUNE 30, 2024
ESTIMATE OF NEEDS FOR 2024-2025

EXHIBIT "E"

Schedule 1: Detail of Bond and Coupon Indebtedness as of June 30, 2024 - Not Affecting Homesteads (New)						
PURPOSE OF BOND ISSUE:						2023A Bldg Bonds
Date Of Issue						6/1/2023
Date Of Sale By Delivery						6/1/2023
HOW AND WHEN BONDS MATURE:						
Uniform Maturities:						
Date Maturity Begins						6/1/2025
Amount Of Each Uniform Maturity						\$ 2,670,000.00
Final Maturity Otherwise:						
Date of Final Maturity						6/1/2029
Amount of Final Maturity						\$ 2,685,000.00
AMOUNT OF ORIGINAL ISSUE						\$ 13,365,000.00
Cancelled, In Judgement Or Delayed For Final Levy Year						\$ 0.00
Basis of Accruals Contemplated on Net Collections or Better in Anticipation:						
Bond Issues Accruing By Tax Levy						\$ 13,365,000.00
Years To Run						6
Normal Annual Accrual						\$ 2,227,500.00
Tax Years Run						1
Accrual Liability To Date						\$ 2,227,500.00
Deductions From Total Accruals:						
Bonds Paid Prior To 6-30-2023						\$ 0.00
Bonds Paid During 2023-2024						\$ 0.00
Matured Bonds Unpaid						\$ 0.00
Balance Of Accrual Liability						\$ 2,227,500.00
TOTAL BONDS OUTSTANDING 6-30-2024:						
Matured						\$ 0.00
Unmatured						\$ 13,365,000.00
Coupon Computation:	Coupon Date	Unmatured Amount	% Int.	Months	Interest Amount	
Bonds and Coupons	6/1/2025	\$ 2,670,000.00	5.000%	11 Mo.	\$ 122,375.00	
Bonds and Coupons	6/1/2026	\$ 2,670,000.00	0.500%	12 Mo.	\$ 13,350.00	
Bonds and Coupons	6/1/2027	\$ 2,670,000.00	4.000%	12 Mo.	\$ 106,800.00	
Bonds and Coupons	6/1/2028	\$ 2,670,000.00	4.000%	12 Mo.	\$ 106,800.00	
Bonds and Coupons	6/1/2029	\$ 2,685,000.00	4.000%	12 Mo.	\$ 107,400.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Requirement for Interest Earnings After Last Tax-Levy Year:						
Terminal Interest To Accrue						\$ 0.00
Years To Run						0
Accrue Each Year						\$ 0.00
Tax Years Run						0
Total Accrual To Date						\$ 0.00
Current Interest Earned Through 2024-2025						\$ 456,725.00
Total Interest To Levy For 2024-2025						\$ 456,725.00
INTEREST COUPON ACCOUNT:						
Interest Earned But Unpaid 6-30-2023:						
Matured						\$ 0.00
Unmatured						\$ 0.00
Interest Earnings 2023-2024						\$ 506,837.50
Coupons Paid Through 2023-2024						\$ 467,850.00
Interest Earned But Unpaid 6-30-2024:						
Matured						\$ 0.00
Unmatured						\$ 38,987.50

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2023 TO JUNE 30, 2024
ESTIMATE OF NEEDS FOR 2024-2025

EXHIBIT "E"

Schedule 1: Detail of Bond and Coupon Indebtedness as of June 30, 2024 - Not Affecting Homesteads (New)						
PURPOSE OF BOND ISSUE:						2023B Bldg Bonds
Date Of Issue						6/1/2023
Date Of Sale By Delivery						6/1/2023
HOW AND WHEN BONDS MATURE:						
Uniform Maturities:						
Date Maturity Begins						6/1/2025
Amount Of Each Uniform Maturity						\$ 2,400,000.00
Final Maturity Otherwise:						
Date of Final Maturity						6/1/2029
Amount of Final Maturity						\$ 2,400,000.00
AMOUNT OF ORIGINAL ISSUE						\$ 12,000,000.00
Cancelled, In Judgement Or Delayed For Final Levy Year						\$ 0.00
Basis of Accruals Contemplated on Net Collections or Better in Anticipation:						
Bond Issues Accruing By Tax Levy						\$ 12,000,000.00
Years To Run						6
Normal Annual Accrual						\$ 2,000,000.00
Tax Years Run						1
Accrual Liability To Date						\$ 2,000,000.00
Deductions From Total Accruals:						
Bonds Paid Prior To 6-30-2023						\$ 0.00
Bonds Paid During 2023-2024						\$ 0.00
Matured Bonds Unpaid						\$ 0.00
Balance Of Accrual Liability						\$ 2,000,000.00
TOTAL BONDS OUTSTANDING 6-30-2024:						
Matured						\$ 0.00
Unmatured						\$ 12,000,000.00
Coupon Computation:	Coupon Date	Unmatured Amount	% Int.	Months	Interest Amount	
Bonds and Coupons	6/1/2025	\$ 2,400,000.00	5.000%	11 Mo.	\$ 110,000.00	
Bonds and Coupons	6/1/2026	\$ 2,400,000.00	0.500%	12 Mo.	\$ 12,000.00	
Bonds and Coupons	6/1/2027	\$ 2,400,000.00	4.000%	12 Mo.	\$ 96,000.00	
Bonds and Coupons	6/1/2028	\$ 2,400,000.00	4.000%	12 Mo.	\$ 96,000.00	
Bonds and Coupons	6/1/2029	\$ 2,400,000.00	4.000%	12 Mo.	\$ 96,000.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Requirement for Interest Earnings After Last Tax-Levy Year:						
Terminal Interest To Accrue						\$ 0.00
Years To Run						0
Accrue Each Year						\$ 0.00
Tax Years Run						0
Total Accrual To Date						\$ 0.00
Current Interest Earned Through 2024-2025						\$ 410,000.00
Total Interest To Levy For 2024-2025						\$ 410,000.00
INTEREST COUPON ACCOUNT:						
Interest Earned But Unpaid 6-30-2023:						
Matured						\$ 0.00
Unmatured						\$ 0.00
Interest Earnings 2023-2024						\$ 455,000.00
Coupons Paid Through 2023-2024						\$ 420,000.00
Interest Earned But Unpaid 6-30-2024:						
Matured						\$ 0.00
Unmatured						\$ 35,000.00

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2023 TO JUNE 30, 2024
ESTIMATE OF NEEDS FOR 2024-2025

EXHIBIT "E"

Schedule 1: Detail of Bond and Coupon Indebtedness as of June 30, 2024 - Not Affecting Homesteads (New)						
PURPOSE OF BOND ISSUE:						2024 Comb Purp Bonds
Date Of Issue						6/1/2024
Date Of Sale By Delivery						6/1/2024
HOW AND WHEN BONDS MATURE:						
Uniform Maturities:						
Date Maturity Begins						6/1/2026
Amount Of Each Uniform Maturity						\$ 3,250,000.00
Final Maturity Otherwise:						
Date of Final Maturity						6/1/2029
Amount of Final Maturity						\$ 3,250,000.00
AMOUNT OF ORIGINAL ISSUE						\$ 13,000,000.00
Cancelled, In Judgement Or Delayed For Final Levy Year						\$ 0.00
Basis of Accruals Contemplated on Net Collections or Better in Anticipation:						
Bond Issues Accruing By Tax Levy						\$ 13,000,000.00
Years To Run						5
Normal Annual Accrual						\$ 2,600,000.00
Tax Years Run						0
Accrual Liability To Date						\$ 0.00
Deductions From Total Accruals:						
Bonds Paid Prior To 6-30-2023						\$ 0.00
Bonds Paid During 2023-2024						\$ 0.00
Matured Bonds Unpaid						\$ 0.00
Balance Of Accrual Liability						\$ 0.00
TOTAL BONDS OUTSTANDING 6-30-2024:						
Matured						\$ 0.00
Unmatured						\$ 13,000,000.00
Coupon Computation:	Coupon Date	Unmatured Amount	% Int.	Months	Interest Amount	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons	6/1/2026	\$ 3,250,000.00	4.000%	13 Mo.	\$ 140,833.33	
Bonds and Coupons	6/1/2027	\$ 3,250,000.00	4.000%	13 Mo.	\$ 140,833.33	
Bonds and Coupons	6/1/2028	\$ 3,250,000.00	4.000%	13 Mo.	\$ 140,833.33	
Bonds and Coupons	6/1/2029	\$ 3,250,000.00	4.000%	13 Mo.	\$ 140,833.33	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Requirement for Interest Earnings After Last Tax-Levy Year:						
Terminal Interest To Accrue						\$ 0.00
Years To Run						0
Accrue Each Year						\$ 0.00
Tax Years Run						0
Total Accrual To Date						\$ 0.00
Current Interest Earned Through 2024-2025						\$ 563,333.33
Total Interest To Levy For 2024-2025						\$ 563,333.33
INTEREST COUPON ACCOUNT:						
Interest Earned But Unpaid 6-30-2023:						
Matured						\$ 0.00
Unmatured						\$ 0.00
Interest Earnings 2023-2024						\$ 0.00
Coupons Paid Through 2023-2024						\$ 0.00
Interest Earned But Unpaid 6-30-2024:						
Matured						\$ 0.00
Unmatured						\$ 0.00

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2023 TO JUNE 30, 2024
ESTIMATE OF NEEDS FOR 2024-2025

EXHIBIT "E"

Schedule I: Detail of Bond and Coupon Indebtedness as of June 30, 2024 - Not Affecting Homesteads (New)	
PURPOSE OF BOND ISSUE:	Total All Bonds
HOW AND WHEN BONDS MATURE:	
Uniform Maturities:	
Amount Of Each Uniform Maturity	\$ 18,925,000.00
Final Maturity Otherwise:	
Amount of Final Maturity	\$ 18,985,000.00
AMOUNT OF ORIGINAL ISSUE	\$ 93,800,000.00
Cancelled, In Judgement Or Delayed For Final Levy Year	\$ 0.00
Basis of Accruals Contemplated on Net Collections or Better in Anticipation:	
Bond Issues Accruing By Tax Levy	\$ 93,800,000.00
Normal Annual Accrual	\$ 13,453,531.75
Accrual Liability To Date	\$ 41,674,563.49
Deductions From Total Accruals:	
Bonds Paid Prior To 6-30-2023	\$ 24,415,000.00
Bonds Paid During 2023-2024	\$ 10,620,000.00
Matured Bonds Unpaid	\$ 0.00
Balance Of Accrual Liability	\$ 6,639,563.49
TOTAL BONDS OUTSTANDING 6-30-2024:	
Matured	\$ 0.00
Unmatured	\$ 58,765,000.00
Requirement for Interest Earnings After Last Tax-Levy Year:	
Terminal Interest To Accrue	\$ 0.00
Accrue Each Year	\$ 0.00
Total Accrual To Date	\$ 0.00
Current Interest Earned Through 2024-2025	\$ 1,848,264.79
Total Interest To Levy For 2024-2025	\$ 1,848,264.79
INTEREST COUPON ACCOUNT:	
Interest Earned But Unpaid 6-30-2023:	
Matured	\$ 0.00
Unmatured	\$ 55,331.46
Interest Earnings 2023-2024	\$ 1,594,322.29
Coupons Paid Through 2023-2024	\$ 1,539,227.50
Interest Earned But Unpaid 6-30-2024:	
Matured	\$ 0.00
Unmatured	\$ 110,426.25

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2023 TO JUNE 30, 2024
ESTIMATE OF NEEDS FOR 2024-2025

EXHIBIT "E"

Schedule 2: Detail of Judgment Indebtedness as of June 30, 2024 - Not Affecting Homesteads (New)						
Judgments For Indebtedness Originally Incurred After January 8, 1937. (New)						
IN FAVOR OF	Varnum					TOTAL ALL JUDGMENTS
BY WHOM OWNED						
PURPOSE OF JUDGMENT	Wages					
Case Number						
NAME OF COURT	DC-Payne Co.					
Date of Judgment						
Principal Amount of Judgment	\$ 6,554.28	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 6,554.28
Interest Rate Assigned by Court	0.00%	0.00%	0.00%	0.00%	0.00%	
Tax Levies Made	0	0	0	0	0	
Principal Amount Provided for to June 30, 2023	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Principal Amount Provided for in 2023-2024	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
PRINCIPAL AMOUNT NOT PROVIDED FOR	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
AMOUNT TO PROVIDE BY TAX LEVY FISCAL YEAR 2024-2025						
Principal 1/3	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Interest	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
FOR ALL JUDGMENTS REPORTED						
LEVIED FOR BUT UNPAID JUDGMENT OBLIGATIONS						
OUTSTANDING JUNE 30, 2023						
Principal	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Interest	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
JUDGMENT OBLIGATIONS SINCE LEVIED FOR:						
Principal	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Interest	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
JUDGMENT OBLIGATIONS SINCE PAID:						
Principal	\$ 6,554.28	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 6,554.28
Interest	\$ 501.41	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 501.41
LEVIED BUT UNPAID JUDGMENT OBLIGATIONS						
OUTSTANDING JUNE 30, 2024						
Principal	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Interest	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Schedule 3: Prepaid Judgments as of June 30, 2024						
Prepaid Judgments On Indebtedness Originating After January 8, 1937						
NAME OF JUDGMENT						TOTAL ALL PREPAID JUDGMENTS
CASE NUMBER						
NAME OF COURT						
Principal Amount of Judgment	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Tax Levies Made	0	0	0	0	0	
Unreimbursed Balance At June 30, 2023	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Reimbursement By 2023-2024 Tax Levy	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Annual Accrual On Prepaid Judgments	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Stricken By Court Order	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Asset Balance	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2023 TO JUNE 30, 2024
ESTIMATE OF NEEDS FOR 2024-2025

EXHIBIT "E"

Schedule 4: Sinking Fund Cash Statement		
Revenue Receipts and Disbursements (Fund 41)	SINKING FUND	
	Detail	Extension
Cash on Hand June 30, 2023		\$ 5,620,441.27
Investments Since Liquidated	\$ 0.00	
COLLECTED AND APPORTIONED:		
Contributions From Other Districts	\$ 0.00	
2022 and Prior Ad Valorem Tax	\$ 300,491.19	
2023 Ad Valorem Tax	\$ 14,151,799.71	
Miscellaneous Receipts	\$ 2,114.28	
TOTAL RECEIPTS		\$ 14,454,405.18
TOTAL RECEIPTS AND BALANCE		\$ 20,074,846.45
DISBURSEMENTS:		
Coupons Paid	\$ 1,539,227.50	
Interest Paid on Past-Due Coupons	\$ 0.00	
Bonds Paid	\$ 10,620,000.00	
Interest Paid on Past-Due Bonds	\$ 0.00	
Commission Paid to Fiscal Agency	\$ 0.00	
Judgments Paid	\$ 6,554.28	
Interest Paid on Such Judgments	\$ 501.41	
Investments Purchased	\$ 0.00	
Judgments Paid Under 62 O.S. 1981, Sect 435	\$ 0.00	
TOTAL DISBURSEMENTS		\$ 12,166,283.19
CASH BALANCE ON HAND JUNE 30, 2024		\$ 7,908,563.26

Schedule 5: Sinking Fund Balance Sheet		
	SINKING FUND	
	Detail	Extension
Cash Balance on Hand June 30, 2024		\$ 7,908,563.26
Legal Investments Properly Maturing	\$ 0.00	
Judgments Paid to Recover by Tax Levy	\$ 0.00	
TOTAL LIQUID ASSETS		\$ 7,908,563.26
DEDUCT MATURED INDEBTEDNESS:		
a. Past-Due Coupons	\$ 0.00	
b. Interest Accrued Thereon	\$ 0.00	
c. Past-Due Bonds	\$ 0.00	
d. Interest Thereon After Last Coupon	\$ 0.00	
e. Fiscal Agent Commission On Above	\$ 0.00	
f. Judgements and Interest Levied for But Unpaid	\$ 0.00	
TOTAL Items a. Through f. (To Extension Column)		\$ 0.00
BALANCE OF ASSETS SUBJECT TO ACCRUALS		\$ 7,908,563.26
DEDUCT ACCRUAL RESERVES IF ASSETS SUFFICIENT:		
g. Earned Unmatured Interest	\$ 110,426.25	
h. Accrual on Final Coupons	\$ 0.00	
i. Accrued on Unmatured Bonds	\$ 6,639,563.49	
TOTAL Items g. Through i. (To Extension Column)		\$ 6,749,989.74
EXCESS OF ASSETS OVER ACCRUAL RESERVES		\$ 1,158,573.52

Schedule 6: Estimate of Sinking Fund Needs		
	SINKING FUND	
	Computed By Governing Board	Provided By Excise Board
Interest Earnings on Bonds	\$ 1,848,264.79	\$ 1,848,264.79
Accrual on Unmatured Bonds	\$ 13,453,531.75	\$ 13,453,531.75
Annual Accrual on "Prepaid" Judgments	\$ 0.00	\$ 0.00
Annual Accrual on Unpaid Judgments	\$ 0.00	\$ 0.00
Interest on Unpaid Judgments	\$ 0.00	\$ 0.00
Participating Contributions (Annexations):	\$ 0.00	\$ 0.00
For Credit to School Dist. No.	\$ 0.00	\$ 0.00
For Credit to School Dist. No.	\$ 0.00	\$ 0.00
For Credit to School Dist. No.	\$ 0.00	\$ 0.00
For Credit to School Dist. No.	\$ 0.00	\$ 0.00
Annual Accrual From Exhibit KK	\$ 0.00	\$ 0.00
TOTAL SINKING FUND PROVISION	\$ 15,301,796.54	\$ 15,301,796.54

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2023 TO JUNE 30, 2024
ESTIMATE OF NEEDS FOR 2024-2025

EXHIBIT "E"

Schedule 7: Ad Valorem Tax Account - Sinking Funds					
ACCOUNTS COVERING THE PERIOD JULY 1, 2023 TO JUNE 30, 2024					
	Gross Value	\$	Net Value	\$	Amount
		0.00		0.00	
Total Proceeds of Levy as Certified					\$ 13,953,214.77
Additions:					\$ 0.00
Deductions:					\$ 0.00
Gross Balance Tax					\$ 13,953,214.77
Less Reserve for Delinquent Tax					\$ 664,438.80
Reserve for Protests Pending					\$ 0.00
Balance Available Tax					\$ 13,288,775.97
Deduct 2023 Tax Apportioned					\$ 14,151,799.71
Net Balance 2023 Tax in Process of Collection					\$ 0.00
Excess Collections					\$ 863,023.74

Schedule 8: Sinking Fund Contributions From Other Districts Due To Boundary Changes			
SCHOOL DISTRICT CONTRIBUTIONS		SINKING FUND	
		Actually Received	Provided For in Budget of Contributing School District
From School District No.		\$ 0.00	\$ 0.00
From School District No.		\$ 0.00	\$ 0.00
From School District No.		\$ 0.00	\$ 0.00
From School District No.		\$ 0.00	\$ 0.00
From School District No.		\$ 0.00	\$ 0.00
From School District No.		\$ 0.00	\$ 0.00
From School District No.		\$ 0.00	\$ 0.00
From School District No.		\$ 0.00	\$ 0.00
From School District No.		\$ 0.00	\$ 0.00
TOTALS		\$ 0.00	\$ 0.00

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2023 TO JUNE 30, 2024
ESTIMATE OF NEEDS FOR 2024-2025

EXHIBIT "E"

Schedule 10: Miscellaneous Revenue	2023-24 ACCOUNT
Source	Amount
1000 DISTRICT SOURCES OF REVENUE:	
1200 Tuition & Fees	\$ 0.00
1300 EARNINGS ON INVESTMENTS AND BOND SALES	
1310 Interest Earnings	\$ 0.00
1320 Dividends on Insurance Policies	\$ 0.00
1330 Premium on Bonds Sold	\$ 0.00
1340 Accrued Interest on Bond Sales	\$ 0.00
1350 Interest on Taxes	\$ 0.00
1360 Earnings From Oklahoma Commission on School Funds Management	\$ 0.00
1370 Proceeds From Sale of Original Bonds	\$ 0.00
1390 Other Earnings on Investments	\$ 0.00
TOTAL EARNINGS ON INVESTMENTS AND BOND SALES	\$ 0.00
1400 RENTAL, DISPOSALS AND COMMISSIONS	
1410 Rental of School Facilities	\$ 0.00
1420 Rental of Property Other Than School Facilities	\$ 0.00
1430 Sales of Building and/or Real Estate	\$ 0.00
1440 Sales of Equipment, Services and Materials	\$ 0.00
1450 Bookstore Revenue	\$ 0.00
1460 Commissions	\$ 0.00
1470 Shop Revenue	\$ 0.00
1490 Other Rental, Disposals and Commissions	\$ 0.00
TOTAL RENTAL, DISPOSALS AND COMMISSIONS	\$ 0.00
1500 Reimbursements	\$ 0.00
1600 Other Local Sources of Revenue	\$ 0.00
1700 Child Nutrition Programs	\$ 0.00
1800 Athletics	\$ 0.00
TOTAL DISTRICT SOURCES OF REVENUE	\$ 0.00
2000 INTERMEDIATE SOURCES OF REVENUE:	
2100 County 4 Mill Ad Valorem Tax	\$ 0.00
2200 County Apportionment (Mortgage Tax)	\$ 0.00
2300 Resale of Property Fund Distribution	\$ 0.00
2900 Other Intermediate Sources of Revenue	\$ 0.00
TOTAL INTERMEDIATE SOURCES OF REVENUE	\$ 0.00
3000 STATE SOURCES OF REVENUE:	
3100 Total Dedicated Revenue	\$ 2,114.28
3200 Total State Aid - General Operations - Non-Categorical	\$ 0.00
3300 State Aid - Competitive Grants - Categorical	\$ 0.00
3400 State - Categorical	\$ 0.00
3500 Special Programs	\$ 0.00
3600 Other State Sources of Revenue	\$ 0.00
3700 Child Nutrition Program	\$ 0.00
3800 State Vocational Programs - Multi-Source	\$ 0.00
TOTAL STATE SOURCES OF REVENUE	\$ 2,114.28
4000 FEDERAL SOURCES OF REVENUE:	
TOTAL FEDERAL SOURCES OF REVENUE	\$ 0.00
5000 NON-REVENUE RECEIPTS:	
TOTAL NON-REVENUE RECEIPTS	\$ 0.00
GRAND TOTAL	\$ 2,114.28

TOTAL CAPITAL PROJECT FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2023 TO JUNE 30, 2024
ESTIMATE OF NEEDS FOR 2024-2025

EXHIBIT "G"

Schedule 1: Current Balance Sheet - June 30, 2024	TOTAL OF ALL FUNDS
ASSETS:	Amount
Cash Balances	\$28,368,721.00
Investments	\$0.00
TOTAL ASSETS	\$28,368,721.00
LIABILITIES AND RESERVES:	
Warrants Outstanding	\$4,083,223.39
Reserve for Interest on Warrants	\$0.00
Reserves From Schedule 8	\$0.00
TOTAL LIABILITIES AND RESERVES	\$4,083,223.39
CASH FUND BALANCE JUNE 30, 2024	\$24,285,497.61
TOTAL LIABILITIES, RESERVES AND CASH FUND BALANCE	\$28,368,721.00

Schedule 3: Capital Projects Fund Total Of All Funds Cash Accounts of Current and all Prior Years		
CURRENT AND ALL PRIOR YEARS	2023-24	2023 & Prior Years
Cash Balance Reported to Excise Board 6-30-23	\$0.00	\$19,651,272.67
REVENUES, NON-REVENUE RECEIPTS & CASH BALANCES		
1000 DISTRICT SOURCES OF REVENUE (Source 1000 to 1999)	\$760,072.42	
2000 INTERMEDIATE SOURCES OF REVENUE (Source 2000 to 2999)	\$0.00	
3000 STATE SOURCES OF REVENUE (Source 3000 to 3999)	\$0.00	
4000 FEDERAL SOURCES OF REVENUE (Source 4000 to 4999)	\$0.00	
5000 NON-REVENUE RECEIPTS (Source 5000 to 5999)	\$13,117,581.12	
6000 BALANCE SHEET ACCOUNTS		
6100 CASH ACCOUNTS		
6110 Cash Balances Transferred	\$19,097,907.31	
6130 Prior Year Lapsed Appropriations	\$0.00	
6140 Estopped Warrants	\$171.23	
TOTAL CASH ACCOUNTS	\$19,098,078.54	
6200 Interfund Transfers	\$0.00	
TOTAL BALANCE SHEET ACCOUNTS	\$19,098,078.54	
TOTAL REVENUES, NON-REV RECEIPTS & CASH BALANCES	\$32,975,732.08	\$553,194.13
Warrants Paid of Year in Caption	\$4,607,011.08	\$551,891.53
TOTAL DISBURSEMENTS	\$4,607,011.08	\$551,891.53
CASH & INVESTMENTS BALANCE JUNE 30, 2024	\$28,368,721.00	\$1,302.60
Reserve for Warrants Outstanding	\$4,083,223.39	\$1,302.60
Reserve for Interest on Warrants	\$0.00	\$0.00
Reserves From Schedule 8	\$0.00	\$0.00
TOTAL LIABILITIES AND RESERVE	\$4,083,223.39	\$1,302.60
DEFICIT	\$0.00	\$0.00
CASH FUND BAL FORWARD TO SUCCEEDING YEAR	\$24,285,497.61	\$0.00

Schedule 7: Report of Prior Year Warrants Issued From Reserves	FISCAL YEAR ENDING JUNE 30, 2023		
	RESERVES 6/30/23	WARRANTS SINCE ISSUED	BALANCE LAPSED APPROPRIATIONS
TOTAL PRIOR YEAR RESERVES	\$420,503.23	\$420,503.23	\$0.00

Schedule 8: Report of Current Year Expenditures	FISCAL YEAR ENDING JUNE 30, 2024		
	WARRANTS ISSUED	RESERVES	TOTAL EXPENDITURES
1000 Instruction	\$196,857.09	\$0.00	\$196,857.09
2000 Support Services	\$3,208,742.47	\$0.00	\$3,208,742.47
3000 Operation Of Non-Instruction Services	\$0.00	\$0.00	\$0.00
4000 Facilities Acquisition & Construcion Services	\$5,284,634.91	\$0.00	\$5,284,634.91
5000 Other Outlays	\$0.00	\$0.00	\$0.00
7000 Other Uses	\$0.00	\$0.00	\$0.00
8000 Repayments	\$0.00	\$0.00	\$0.00
TOTAL EXPENDITURES 2023-24 FISCAL YEAR	\$8,690,234.47	\$0.00	\$8,690,234.47

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CAPITAL PROJECT FUNDS BY ACCOUNTS COVERING THE PERIOD JULY 1, 2023 TO JUNE 30, 2024
ESTIMATE OF NEEDS FOR 2024-2025

EXHIBIT "G"

Schedule 1: Current Balance Sheet - June 30, 2024	Bond Fund	Fund 31
ASSETS:		Amount
Cash Balances		\$5,818,170.78
Investments		\$0.00
TOTAL ASSETS		\$5,818,170.78
LIABILITIES AND RESERVES:		
Warrants Outstanding		\$1,739,838.04
Reserve for Interest on Warrants		\$0.00
Reserves From Schedule 8		\$0.00
TOTAL LIABILITIES AND RESERVES		\$1,739,838.04
CASH FUND BALANCE JUNE 30, 2024		\$4,078,332.74
TOTAL LIABILITIES, RESERVES AND CASH FUND BALANCE		\$5,818,170.78

Schedule 3: Capital Projects Fund 31 Cash Accounts of Current and all Prior Years		
CURRENT AND ALL PRIOR YEARS	2023-24	2023 & Prior Years
Cash Balance Reported to Excise Board 6-30 of Year in Caption	\$0.00	\$8,163,479.12
REVENUES, NON-REVENUE RECEIPTS & CASH BALANCES		
1000 DISTRICT SOURCES OF REVENUE (Source 1000 to 1999)	\$654,863.44	\$0.00
2000 INTERMEDIATE SOURCES OF REVENUE (Source 2000 to 2999)	\$0.00	\$0.00
3000 STATE SOURCES OF REVENUE (Source 3000 to 3999)	\$0.00	\$0.00
4000 FEDERAL SOURCES OF REVENUE (Source 4000 to 4999)	\$0.00	\$0.00
5000 NON-REVENUE RECEIPTS (Source 5000 to 5999)	\$0.00	\$0.00
6000 BALANCE SHEET ACCOUNTS		
6100 CASH ACCOUNTS		
6110 Cash Balances Transferred	\$7,728,438.69	-\$7,728,609.92
6130 Prior Year Lapsed Appropriations	\$0.00	
6140 Estopped Warrants	\$171.23	
TOTAL CASH ACCOUNTS	\$7,728,609.92	-\$7,728,609.92
6200 Interfund Transfers	\$0.00	
TOTAL BALANCE SHEET ACCOUNTS	\$7,728,609.92	-\$7,728,609.92
TOTAL REVENUES, NON-REV RECEIPTS & CASH BALANCES	\$8,383,473.36	\$434,869.20
Warrants Paid of Year in Caption	\$2,565,302.58	\$433,566.60
TOTAL DISBURSEMENTS	\$2,565,302.58	\$433,566.60
CASH & INVESTMENTS BALANCE JUNE 30, 2024	\$5,818,170.78	\$1,302.60
Reserve for Warrants Outstanding	\$1,739,838.04	\$1,302.60
Reserve for Interest on Warrants	\$0.00	\$0.00
Reserves From Schedule 8	\$0.00	\$0.00
TOTAL LIABILITIES AND RESERVE	\$1,739,838.04	\$1,302.60
DEFICIT	\$0.00	\$0.00
CASH FUND BAL FORWARD TO SUCCEEDING YEAR	\$4,078,332.74	\$0.00

Schedule 7: Report of Prior Year Warrants Issued From Reserves	FISCAL YEAR ENDING JUNE 30, 2023		
	RESERVES 6/30/23	WARRANTS SINCE ISSUED	BALANCE LAPSED APPROPRIATIONS
TOTAL PRIOR YEAR RESERVES	\$302,178.30	\$302,178.30	\$0.00

Schedule 8: Report of Current Year Expenditures	FISCAL YEAR ENDING JUNE 30, 2024		
	WARRANTS ISSUED	RESERVES	TOTAL EXPENDITURES
1000 Instruction	\$196,857.09	\$0.00	\$196,857.09
2000 Support Services	\$2,578,345.97	\$0.00	\$2,578,345.97
3000 Operation Of Non-Instruction Services	\$0.00	\$0.00	\$0.00
4000 Facilities Acquisition & Construcion Services	\$1,529,937.56	\$0.00	\$1,529,937.56
5000 Other Outlays	\$0.00	\$0.00	\$0.00
7000 Other Uses	\$0.00	\$0.00	\$0.00
8000 Repayments	\$0.00	\$0.00	\$0.00
TOTAL EXPENDITURES 2023-24 FISCAL YEAR	\$4,305,140.62	\$0.00	\$4,305,140.62

CAPITAL PROJECT FUNDS BY ACCOUNTS COVERING THE PERIOD JULY 1, 2023 TO JUNE 30, 2024
ESTIMATE OF NEEDS FOR 2024-2025

EXHIBIT "G"

Schedule 1: Current Balance Sheet - June 30, 2024	Bond Fund	Fund 32
ASSETS:		Amount
Cash Balances		\$22,550,550.22
Investments		\$0.00
TOTAL ASSETS		\$22,550,550.22
LIABILITIES AND RESERVES:		
Warrants Outstanding		\$2,343,385.35
Reserve for Interest on Warrants		\$0.00
Reserves From Schedule 8		\$0.00
TOTAL LIABILITIES AND RESERVES		\$2,343,385.35
CASH FUND BALANCE JUNE 30, 2024		\$20,207,164.87
TOTAL LIABILITIES, RESERVES AND CASH FUND BALANCE		\$22,550,550.22

Schedule 3: Capital Projects Fund 32 Cash Accounts of Current and all Prior Years		
CURRENT AND ALL PRIOR YEARS	2023-24	2023 & Prior Years
Cash Balance Reported to Excise Board 6-30 of Year in Caption	\$0.00	\$11,487,793.55
REVENUES, NON-REVENUE RECEIPTS & CASH BALANCES		
1000 DISTRICT SOURCES OF REVENUE (Source 1000 to 1999)	\$105,208.98	\$0.00
2000 INTERMEDIATE SOURCES OF REVENUE (Source 2000 to 2999)	\$0.00	\$0.00
3000 STATE SOURCES OF REVENUE (Source 3000 to 3999)	\$0.00	\$0.00
4000 FEDERAL SOURCES OF REVENUE (Source 4000 to 4999)	\$0.00	\$0.00
5000 NON-REVENUE RECEIPTS (Source 5000 to 5999)	\$13,117,581.12	\$0.00
6000 BALANCE SHEET ACCOUNTS		
6100 CASH ACCOUNTS		
6110 Cash Balances Transferred	\$11,369,468.62	-\$11,369,468.62
6130 Prior Year Lapsed Appropriations	\$0.00	
6140 Estopped Warrants	\$0.00	
TOTAL CASH ACCOUNTS	\$11,369,468.62	-\$11,369,468.62
6200 Interfund Transfers	\$0.00	
TOTAL BALANCE SHEET ACCOUNTS	\$11,369,468.62	-\$11,369,468.62
TOTAL REVENUES, NON-REV RECEIPTS & CASH BALANCES	\$24,592,258.72	\$118,324.93
Warrants Paid of Year in Caption	\$2,041,708.50	\$118,324.93
TOTAL DISBURSEMENTS	\$2,041,708.50	\$118,324.93
CASH & INVESTMENTS BALANCE JUNE 30, 2024	\$22,550,550.22	\$0.00
Reserve for Warrants Outstanding	\$2,343,385.35	\$0.00
Reserve for Interest on Warrants	\$0.00	\$0.00
Reserves From Schedule 8	\$0.00	\$0.00
TOTAL LIABILITIES AND RESERVE	\$2,343,385.35	\$0.00
DEFICIT	\$0.00	\$0.00
CASH FUND BAL FORWARD TO SUCCEEDING YEAR	\$20,207,164.87	\$0.00

Schedule 7: Report of Prior Year Warrants Issued From Reserves	FISCAL YEAR ENDING JUNE 30, 2023		
	RESERVES 6/30/23	WARRANTS SINCE ISSUED	BALANCE LAPSED APPROPRIATIONS
TOTAL PRIOR YEAR RESERVES	\$118,324.93	\$118,324.93	\$0.00

Schedule 8: Report of Current Year Expenditures	FISCAL YEAR ENDING JUNE 30, 2024		
	WARRANTS ISSUED	RESERVES	TOTAL EXPENDITURES
1000 Instruction	\$0.00	\$0.00	\$0.00
2000 Support Services	\$630,396.50	\$0.00	\$630,396.50
3000 Operation Of Non-Instruction Services	\$0.00	\$0.00	\$0.00
4000 Facilities Acquisition & Construcion Services	\$3,754,697.35	\$0.00	\$3,754,697.35
5000 Other Outlays	\$0.00	\$0.00	\$0.00
7000 Other Uses	\$0.00	\$0.00	\$0.00
8000 Repayments	\$0.00	\$0.00	\$0.00
TOTAL EXPENDITURES 2023-24 FISCAL YEAR	\$4,385,093.85	\$0.00	\$4,385,093.85

CERTIFICATE OF EXCISE BOARD

State of Oklahoma, County of Payne

We, do further certify that we have examined the statement of estimated needs for the current fiscal year ending June 30, 2024, as certified by the Board of Education of Stillwater Public Schools, District Number I-16 of said County and State, and its financial statement for the preceding year, and in so doing we have diligently performed the duties imposed upon this Excise Board by 68 O. S. 2001 Section 3007, by (1) ascertaining that the financial statements, as to the statistics therein contained, reflect the true fiscal condition at the close of the fiscal year, or caused the same to be corrected so to show; (2) struck from the estimate of needs so submitted any items not authorized by law and reduced to the sum authorized by law any items restricted by statute as to the amount lawfully expendable therefor; (3) supplemented such estimate, after appropriate action, by an estimate of needs prepared by this Excise Board to make provision for mandatory functions based upon statistics authoritatively submitted; (4) computed the total means available to each fund in the manner provided, applying the Governing Board's estimate of revenue to be derived from surplus tax of the immediately preceding year and from sources other than ad valorem tax, or reduced such estimate to not less than the lawfully authorized ratio of the several sums realized from such sources during the preceding fiscal year or to such lesser sum as may reasonably be anticipated under altered law or circumstance and using for such determination the basic collections of the preceding year and the ratios on which distribution or apportionment must be made during the ensuing or current year.

To the several and specific purposes of the estimated needs as certified, we have and do hereby appropriate the surplus balances of cash on hand of the prior year, estimates of income from sources other than ad valorem taxation within the limitation fixed by law, and the proceeds of ad valorem tax levy within the number of mills authorized, either by apportionment by the Legislature, allocation by the excise board or by legal election, all of which appropriations are made in so far as the available surpluses, revenues, and levies will permit, except in that we have also provided that, after deducting items consisting of cash and the revenue from all sources other than the 2024 tax and the proceeds of the 2024 tax levy are in excess of the residue of such appropriations, by a sum included for delinquent tax, computed at 10.0% of such residue. And provided further, if said School District has been ascertained to be a well defined State Aid District, the local budget, as approved and appropriated for, has been applied wholly to its operating accounts.

We further certify that the amount required to be raised from tax, excluding Homesteads, for General Revenue Fund purposes as approved, requires a total ad valorem tax levy of 35.000 Mills. Said levy is within the statutory limit, and if in excess, is within the constitutional limit and has been authorized by a vote of the people of said district, as shown by certificate of the School Board to-wit:

To this District, with valuations shown below, the Excise Board allocated 5.000 Mills, plus 15.000 Mills authorized by the Constitution, plus an emergency levy of 5.000 Mills; plus local support levy of 10.000 Mills; for a total levy for the General Fund of 35.000 Mills.

We further certify that the amount required to be raised for building fund purposes as approved requires a tax levy of 5.000 Mills, and said levy has been certified as authorized by a vote of the people at an election held for that purpose. We further certify that Assessed Values used in computing Mill-vote levies have been applied as certified by the County Assessor.

We further certify that we have examined the within statements of account and estimated needs or requirements of the Governing Board of Stillwater Public Schools, School District No. I-16 of said County and State, in relation to the Sinking Fund or Funds thereof, and after finding the same correct or having caused the same to be corrected pursuant to 68 O. S. 2001 Section 3009, have approved the requirements therefor to fulfill the conditions of Section 26 and 28 of Article 10, Oklahoma Constitution, and have made and certified a tax levy therefor to the extent of the excess of said total requirements over the total of items 2, 3, 6, and 12 of Exhibit Y and any other legal deduction, including a reserve of 10.0% for delinquent taxes.

CERTIFICATE OF EXCISE BOARD
ESTIMATE OF NEEDS FOR 2024-2025

EXHIBIT "Y"					
County Excise Board's Appropriation of Income and Revenue	General Fund	Building Fund	Co-op Fund	Child Nutrition Fund	New Sinking Fund (Exc. Homesteads)
Appropriation Approved and Provision Made	\$ 55,696,539.54	\$ 5,912,947.89	\$ 0.00	\$ 4,859,491.40	\$ 15,301,796.54
Appropriation of Revenues:					
Excess of Assets Over Liabilities	\$ 2,549,805.63	\$ 2,934,295.98	\$ 0.00	\$ 1,697,637.43	\$ 1,158,573.52
Unclaimed Protest Tax Refunds	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Miscellaneous Estimated Revenues	\$ 34,774,877.68	\$ 353,372.43	\$ 0.00	\$ 3,161,853.97	None
Est. Value of Surplus Tax in Process	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	None
Sinking Fund Contributions	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Surplus Building Fund Cash	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Other Than 2024 Tax	\$ 37,324,683.31	\$ 3,287,668.41	\$ 0.00	\$ 4,859,491.40	\$ 1,158,573.52
Balance Required	\$ 18,371,856.23	\$ 2,625,279.48	\$ 0.00	\$ 0.00	\$ 14,143,223.02
Add Allowance for Delinquency	\$ 1,837,185.62	\$ 262,527.95	\$ 0.00	\$ 0.00	\$ 707,161.15
Total Required for 2024 Tax	\$ 20,209,041.85	\$ 2,887,807.43	\$ 0.00	\$ 0.00	\$ 14,850,384.17
Rate of Levy Required and Certified	-----	-----	-----	-----	26.48 Mills

We further certify that the net assessed valuation of the Property, subject to ad valorem taxes, after the amount of all Homestead Exemptions have been deducted in the said School District as finally equalized and certified by the Board of Equalization for the current year 2024-2025 is as follows:

VALUATION AND LEVIES EXCLUDING HOMESTEADS				
County	Real	Personal	Public Service	Total
This County Payne	\$ 509,428,462	\$ 38,357,587	\$ 12,659,382	\$ 560,445,431
Joint County Noble	\$ 255,368	\$ 29,588	\$ 1,685	\$ 286,641
Joint County	\$ 0	\$ 0	\$ 0	\$ 0
Joint County	\$ 0	\$ 0	\$ 0	\$ 0
Joint County	\$ 0	\$ 0	\$ 0	\$ 0
Joint County	\$ 0	\$ 0	\$ 0	\$ 0
Joint County	\$ 0	\$ 0	\$ 0	\$ 0
Joint County	\$ 0	\$ 0	\$ 0	\$ 0
Joint County	\$ 0	\$ 0	\$ 0	\$ 0
Joint County	\$ 0	\$ 0	\$ 0	\$ 0
Joint County	\$ 0	\$ 0	\$ 0	\$ 0
Joint County	\$ 0	\$ 0	\$ 0	\$ 0
Joint County	\$ 0	\$ 0	\$ 0	\$ 0
Joint County	\$ 0	\$ 0	\$ 0	\$ 0
Total Valuations, All Counties	\$ 509,683,830	\$ 38,387,175	\$ 12,661,067	\$ 560,732,072

The assessed valuations herein certified have been used in computing the rates of mill levies and the proceeds thereof appropriated as aforesaid; and that having ascertained as aforesaid, the aggregate amount to be raised by ad valorem taxation, be raised by ad valorem taxation, we thereupon made the above levies therefor as provided by law as follows:

ALL FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2023 TO JUNE 30, 2024
STATISTICAL DATA FOR 2024-2025

EXHIBIT "Z"

Schedule 1: SUMMARY RECAPITULATION OF SCHOOL COSTS FOR THE FISCAL YEAR ENDING JUNE 30, 2024, AND
APPORTIONMENT THEREOF

CLASSIFICATION	ACCUMULATION OF EXPENDITURES AND UNLIQUIDATED COMMITMENTS TO DETERMINE PER CAPITA COSTS							
Expenditures and Reserves	GENERAL REVENUE FUND	CHILD NUTRITION FUND	BUILDING FUND	SINKING FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECT FUNDS		
Current Exp. - Educational	\$ 57,952,148.46	\$ 3,764,663.84	\$ 2,123,086.29	\$ 0.00	\$ 0.00	\$ 0.00		
Current Exp. - Transportation	\$ 2,083,363.49	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00		
Current Res. - Educational	\$ 1,343.89	\$ 39.55	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00		
Current Res. - Transportation	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00		
Capital Exp. - Educational	\$ 1,465,534.01	\$ 0.00	\$ 258,549.16	\$ 12,159,227.50	\$ 0.00	\$ 0.00		
Capital Exp. - Transportation	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00		
Capital Res. - Educational	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00		
Capital Res. - Transportation	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00		
Interest Paid and Reserved	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00		
TOTALS	\$ 61,502,389.85	\$ 3,764,703.39	\$ 2,381,635.45	\$ 12,159,227.50	\$ 0.00	\$ 0.00		
Enumeration		0.00	Average Daily Attendance		0.00	Average Daily Haul		0.00

Expenditures and Reserves	ENTERPRISE FUNDS	ACTIVITY FUNDS	EXPENDABLE TRUST FUNDS	NON- EXPENDABLE TRUST FUNDS	INTERNAL SERVICE FUNDS	
Current Expenditures - Educational	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Current Expenditures - Transportation	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Current Reserves - Educational	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Current Reserves - Transportation	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Capital Expenditures - Educational	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Capital Expenditures - Transportation	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Capital Reserves - Educational	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Capital Reserves - Transportation	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Interest Paid and Reserved	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
TOTALS	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Per Capita Cost for:		Education	\$ 0.00	Transportation		\$ 0.00

Expenditures and Reserves	TOTAL OF ALL APPLICABLE COSTS 2023-2024	OPERATION COSTS ONLY	TRANSPORTATION COSTS ONLY
Current Expenditures - Educational	\$ 63,839,898.59	\$ 63,839,898.59	\$ 0.00
Current Expenditures - Transportation	\$ 2,083,363.49	\$ 0.00	\$ 2,083,363.49
Current Reserves - Educational	\$ 1,383.44	\$ 1,383.44	\$ 0.00
Current Reserves - Transportation	\$ 0.00	\$ 0.00	\$ 0.00
Capital Expenditures - Educational	\$ 13,883,310.67	\$ 13,883,310.67	\$ 0.00
Capital Expenditures - Transportation	\$ 0.00	\$ 0.00	\$ 0.00
Capital Reserves - Educational	\$ 0.00	\$ 0.00	\$ 0.00
Capital Reserves - Transportation	\$ 0.00	\$ 0.00	\$ 0.00
Interest Paid and Reserved	\$ 0.00	\$ 0.00	\$ 0.00
TOTALS	\$ 79,807,956.19	\$ 77,724,592.70	\$ 2,083,363.49

Publication Sheet - Board of Education
 Financial Statement of the Various Funds for the Fiscal Year Ending June 30, 2024
 Estimate of Needs for Fiscal Year Ending June 30, 2025
 Stillwater Public Schools, School District No. 1-16, Payne County, Oklahoma

STATEMENT OF FINANCIAL CONDITION

STATEMENT OF FINANCIAL CONDITION AS OF JUNE 30, 2024	GENERAL FUND DETAIL	BUILDING FUND DETAIL	CO-OP FUND DETAIL	NUTRITION FUND DETAIL
ASSETS:				
Cash Balance June 30, 2024	\$ 7,291,479.55	\$ 3,002,048.19	\$ 0.00	\$ 1,879,421.87
Investments	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL ASSETS	\$ 7,291,479.55	\$ 3,002,048.19	\$ 0.00	\$ 1,879,421.87
LIABILITIES AND RESERVES:				
Warrants Outstanding	\$ 4,740,330.03	\$ 67,752.21	\$ 0.00	\$ 181,744.89
Reserves From Schedule 7	\$ 1,343.89	\$ 0.00	\$ 0.00	\$ 39.55
TOTAL LIABILITIES AND RESERVES	\$ 4,741,673.92	\$ 67,752.21	\$ 0.00	\$ 181,784.44
CASH FUND BALANCE (Deficit) JUNE 30, 2024	\$ 2,549,805.63	\$ 2,934,295.98	\$ 0.00	\$ 1,697,637.43

ESTIMATED NEEDS FOR FISCAL YEAR ENDING JUNE 30, 2025

GENERAL FUND		SINKING FUND BALANCE SHEET	
Current Expense	\$ 55,696,539.54	1. Cash Balance on Hand June 30, 2024	\$ 7,908,563.26
Reserve for Int. on Warrants & Revaluation	\$ 0.00	2. Legal Investments Properly Maturing	\$ 0.00
Total Required	\$ 55,696,539.54	3. Judgments Paid To Recover By Tax Levy	\$ 0.00
FINANCED:		4. Total Liquid Assets	\$ 7,908,563.26
Cash Fund Balance	\$ 2,549,805.63	Deduct Matured Indebtedness:	
Estimated Miscellaneous Revenue	\$ 34,774,877.68	5. a. Past-Due Coupons	\$ 0.00
Total Deductions	\$ 37,324,683.31	6. b. Interest Accrued Thereon	\$ 0.00
Balance to Raise from Ad Valorem Tax	\$ 18,371,856.23	7. c. Past-Due Bonds	\$ 0.00
ESTIMATED MISCELLANEOUS REVENUE:		8. d. Interest Thereon after Last Coupon	\$ 0.00
1000 Other District Sources of Revenue	\$ 250,000.00	9. e. Fiscal Agency Commissions on Above	\$ 0.00
2100 County 4 Mill Ad Valorem Tax	\$ 2,548,083.45	10. f. Judgments and Int. Levied for/Unpaid	\$ 0.00
2200 County Apportionment (Mortgage Tax)	\$ 239,332.33	11. Total Items a. Through .f	\$ 0.00
2300 Resale of Property Fund Distribution	\$ 0.00	12. Balance of Assets Subject to Accrual	\$ 7,908,563.26
2900 Other Intermediate Sources of Revenue	\$ 0.00	Deduct Accrual Reserve if Assets Sufficient:	
3110 Gross Production Tax	\$ 209,354.26	13. g. Earned Unmatured Interest	\$ 110,426.25
3120 Motor Vehicle Collections	\$ 2,574,267.61	14. h. Accrual on Final Coupons	\$ 0.00
3130 Rural Electric Cooperative Tax	\$ 202,375.65	15. i. Accrued on Unmatured Bonds	\$ 6,639,563.49
3140 State School Land Earnings	\$ 1,018,605.80	16. Total Items g Through i	\$ 6,749,989.74
3150 Vehicle Tax Stamps	\$ 4,430.51	17. Excess of Assets Over Accrual Reserves **(Page 2)	\$ 1,158,573.52
3160 Farm Implement Tax Stamps	\$ 2,951.23	SINKING FUND REQUIREMENTS FOR 2024-2025	
3170 Trailers and Mobile Homes	\$ 0.00	1. Interest Earnings on Bonds	\$ 1,848,264.79
3190 Other Dedicated Revenue	\$ 0.00	2. Accrual on Unmatured Bonds	\$ 13,453,531.75
3200 State Aid - General Operations	\$ 23,342,611.34	3. Annual Accrual on "Prepaid" Judgments	\$ 0.00
3300 State Aid - Competitive Grants	\$ 185,000.00	4. Annual Accrual on Unpaid Judgments	\$ 0.00
3400 State - Categorical	\$ 634,809.65	5. Interest on Unpaid Judgments	\$ 0.00
3500 Special Programs	\$ 0.00	6. PARTICIPATING CONTRIBUTIONS (Annexations):	\$ 0.00
3600 Other State Sources of Revenue	\$ 0.00	7. For Credit to School Dist. No.	\$ 0.00
3700 Child Nutrition Program	\$ 0.00	8. For Credit to School Dist. No.	\$ 0.00
3800 State Vocational Programs	\$ 243,210.00	9. For Credit to School Dist. No.	\$ 0.00
4100 Capital Outlay	\$ 120,000.00	10. For Credit to School Dist. No.	\$ 0.00
4200 Disadvantaged Students	\$ 1,456,871.95	11. Annual Accrual From Exhibit KK	\$ 0.00
4300 Individuals With Disabilities	\$ 1,482,579.44	Total Sinking Fund Requirements	\$ 15,301,796.54
4400 Minority	\$ 242,896.70	Deduct:	
4500 Operations	\$ 0.00	1. Excess of Assets over Liabilities (if not a deficit)	\$ 1,158,573.52
4600 Other Federal Sources of Revenue	\$ 17,497.76	2. Contributions From Other Districts	\$ 0.00
4700 Child Nutrition Programs	\$ 0.00	Balance To Raise	\$ 14,143,223.02
4800 Federal Vocational Education	\$ 0.00		
5000 Non-Revenue Receipts	\$ 0.00		
Total Estimated Revenue	\$ 34,774,877.68		

	SINKING FUND	BUILDING FUND	
13d. j. Unmatured Coupons Due Before 4-1-2025	\$ 0.00	Current Expense	\$ 5,912,947.89
14d. k. Unmatured Bonds So Due	\$ 0.00	Reserve for Int. on Warrants & Revaluation	\$ 0.00
15d. l. Whatever Remains is for Exhibit KK Line E.	\$ 0.00	Total Required	\$ 5,912,947.89
16d. Deficit as Shown on Sinking Fund Balance Sheet.	\$ 0.00	FINANCED:	
17d. Less Cash Requirements for Current Fiscal Year in Excess of Cash on Hand	\$ 0.00	Cash Fund Balance	\$ 2,934,295.98
18d. Remaining Deficit is for Exhibit KK Line F.	\$ 0.00	Estimated Miscellaneous Revenue	\$ 353,372.43
		Total Deductions	\$ 3,287,668.41
		Balance to Raise from Ad Valorem Tax	\$ 2,625,279.48

	CO-OP FUND	CHILD NUTRITION PROGRAMS FUND
Current Expense	\$ 0.00	\$ 4,859,491.40
Reserve for Int. on Warrants & Revaluation	\$ 0.00	\$ 0.00
Total Required	\$ 0.00	\$ 4,859,491.40
FINANCED:		
Cash Fund Balance	\$ 0.00	\$ 1,697,637.43
Estimated Miscellaneous Revenue	\$ 0.00	\$ 3,161,853.97
Total Deductions	\$ 0.00	\$ 4,859,491.40
Balance	\$ 0.00	\$ 0.00

Publication Sheet - Board of Education
Financial Statement of the Various Funds for the Fiscal Year Ending June 30, 2024
Estimate of Needs for Fiscal Year Ending June 30, 2025
Public Schools, School District No. , County, Oklahoma

CERTIFICATE - GOVERNING BOARD

STATE OF OKLAHOMA, COUNTY OF PAYNE, ss:

We, the undersigned duly elected, qualified and acting officers of the Board of Education of Stillwater Public Schools, School District No. I-16, of Said County and State, do hereby certify that at a meeting of the Governing Body of the said District begun at the time provided by law for districts of this class and pursuant to the provisions of 68 O. S. 2001 Section 3003, the foregoing statement was prepared and is a true and correct condition of the Financial Affairs of said District as reflected by the records of the District Clerk and Treasurer. We further certify that the foregoing estimate for current expenses for the fiscal year beginning July 1, 2024 and ending June 30, 2025, as shown are reasonably necessary for the proper conduct of the affairs of the said District, that the Estimated Income to be derived from sources other than ad valorem taxation does not exceed the lawfully authorized ratio of the revenue derived from the same sources during the preceding year.

President of Board of Education

Subscribed and sworn to before me this _____, 2024

Notary Public

The Estimate of Needs shall be published in one issue in some legally qualified newspaper published in such political subdivision. If there be no such newspaper published in such political subdivision, such statement and estimate shall be so published in some legally qualified newspaper of general circulation therein; and such publication shall be made, in each instance, by the board or authority making the estimate.



STILLWATER PUBLIC SCHOOLS

STILLWATER BOARD OF EDUCATION

PREPARED BY: Kristie Newby, Chief Financial Officer

APPROVED BY: Uwe Gordon, Superintendent

DATE: September 10, 2024

AGENDA ITEM:

Supplemental Allocation

BOARD ACTION REQUESTED:

Consider and Vote to approve FY 23-24 Supplemental Allocation

BACKGROUND INFORMATION:

This report is prepared by Jenkins & Kemper Auditors. It provides needed Supplemental Appropriation documents that need board approval.

REQUEST FOR APPROVAL OF STATE AID AND/OR FEDERAL FUNDS FOR SCHOOLS
GENERAL FUND

S.A.&I. 307

Payne County School District No. I-16

To the County Clerk of Payne County, State of Oklahoma:

We, the undersigned, duly qualified and acting officers of the Governing Board of the aforementioned school district of said County and State hereby certify that the notice of approval of the following State and/or Federal funds has been received and is currently on file in the school's business office:

1. <u>Misc State Revenue (3690)</u>	<u>325,000.00</u>
2. <u>NBCT Stipend (3412)</u>	<u>80,000.00</u>
3. <u>Flex Benefit (3250)</u>	<u>92,107.00</u>
4. <u>Reading Sufficiency (3415)</u>	<u>90,534.00</u>
5. <u>Reimbursements (1590)</u>	<u>410,000.00</u>
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
Total	<u>\$ 997,641.00</u>

We further certify that these funds are in addition to and in excess of the State and/or Federal funds previously appropriated for the school district. We, therefore, request that the school's appropriations be increased by the following amounts:

Purpose or Item of Appropriation	Prior Approved Appropriations	Requested Application of Funds	Current Approved Appropriations	Added by County Clerk
1. Current Expense	60,548,675.58	997,641.00	61,546,316.58	997,641.00
2. Interest Reserve				
3. Grand Total	60,548,675.58	997,641.00	61,546,316.58	997,641.00

Submitted, by order of the Board, this _____ day of _____ 20____.

President of the Board

Clerk

CERTIFICATE OF COUNTY CLERK

STATE OF OKLAHOMA, COUNTY OF Payne ss:

I, the duly qualified and acting County Clerk in and for the said County and State, do hereby certify that I have added the requested amounts to the appropriations of the school district in the manner requested by the School's Board of Education.

Done at _____ Oklahoma, this _____ day of _____ 20____.

County Clerk

(SEAL)

By _____ Deputy



STILLWATER PUBLIC SCHOOLS
STILLWATER BOARD OF EDUCATION

PREPARED BY: Kristie Newby, Treasurer
APPROVED BY: Uwe Gordon, Superintendent
DATE: September 10, 2024

AGENDA ITEM: 4K

Activity Fund Custodians and Bonding for Each, Co-Signers, Banks and Bank Account Numbers for FY2024-2025

BOARD ACTION REQUESTED:

Motion to Approve the Recommended Account Custodians and Bonding for Each, Co-Signers, Banks and Account Numbers for 2024-2025.

BACKGROUND INFORMATION:

Each year the Board is required to establish account custodian, co-signers, banks and account numbers for the district activity account funds.

These are listed on the following sheet for board consideration, with the exception of account numbers which are on file in the finance office. This is an updated list from September 10, 2024.

LIST OF BONDED POSITIONS

9/10/2024

# of Positions / Position Title	Amount
1 Treasurer (Districtwide)	\$100,000

The following list was approved at the June 2024 Board Meeting

1 Accounts Receivable (Admin Office)	\$50,000
1 Encumbrance Clerk	\$50,000
1 Activity Accts Custodian	\$50,000
2 School District Courier	\$25,000
2 HS Activity/District Fund Clerks	\$25,000
1 Activity Director	\$25,000
1 Asst Activity Director	\$15,000
1 Child Nutrition Secretary	\$25,000
10 Financial Secretaries	\$15,000
9 Cafeteria Managers	\$10,000
9 Asst Cafeteria Managers	\$10,000
10 Building Principals	\$5,000
10 Asst Building Principals	\$5,000
8 Gate Keepers - HS Football	\$5,000
2 Gate Keepers - HS Basketball	\$5,000
2 Gate Keepers - JH Football	\$2,500
1 Gate Keeper - JHS Basketball	\$2,500
1 Gate Keeper - Baseball	\$2,500
1 Gate Keeper - Softball	\$2,500
1 Gate Keeper - Wrestling	\$2,500
1 Gate Keeper - Soccer	\$2,500
1 Gate Keeper - Volleyball	\$2,500



MERIDIAN TECHNOLOGY CENTER

August 14, 2024

Mr. Uwe Gordon
Stillwater Public Schools
314 Lewis St
Stillwater, OK 74074

Dear Mr. Gordon,

I hope you are off to a great start for a successful school year.

The attached form is a Memorandum of Understanding with our partner school districts concerning the academic credit options provided at Meridian Technology Center. As a requirement of the Oklahoma State Department of Education's Accreditation Department, Meridian Technology Center is required to have documentation available from our sending school's local board approving mathematics, science, and computer science courses to be counted for graduation credits.

All of Meridian's programs meet the qualifications for SB 1370 to fulfill the requirements for the third math and/or computer science credit for students on the CORE curriculum. A student must attend one year to earn a credit. To earn both math and computer science they must attend two years. The CORE curriculum counts for high school graduation only. It does not meet college entrance requirements or OK Promise requirements.

Please complete the enclosed Memorandum of Understanding (MOU) and return the original to me at your earliest convenience.

Also enclosed you will find 2024-25 Unit Transcribing Options and Codes containing a list of courses, including OCAS codes, for students needing academic credit.

Sincerely,

Douglas R. Major, Ed.D.
Superintendent/CEO

1312 South Sangre Road
Stillwater, Oklahoma 74074-1899

Tel: (405) 377-3333
Fax: (405) 377-9604

www.meridiantech.edu

Memorandum of Understanding for Academic Credit Options

The Stillwater Public Schools Board of Education has approved the transcription of mathematics, science, and computer science credit options taught at Meridian Technology Center. The Oklahoma Department of Career and Technology Education and the Oklahoma State Department of Education set guidelines for courses that may be used at the technology center for public school academic credit. Meridian Technology Center follows those guidelines as set forth by both agencies. The approval to utilize the academic credit options at Meridian Technology Center for high school graduation credit was approved by the Board of Education on:

_____.

School Official Signature: _____

Position: _____

Date of Signature: _____

MERIDIAN TECHNOLOGY CENTER SCHOOL CALENDAR 2024-2025

AUGUST

S	M	T	W	T	F	S
						3
4						10
11		☆	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August Conference..... August 1-2, 2024
 Professional Days..... August 5-12, 2024
 CLASS BEGINS..... August 13, 2024
 Labor Day (Campus Closed)..... September 2, 2024
 Professional/Discovery Day..... October 2, 2024
 FIRST QUARTER ENDS..... October 16, 2024

JANUARY

S	M	T	W	T	F	S
						4
5		☆	8	9	10	11
12	13	14	15	16	17	18
19	◆	21	22	23	24	25
26	27	28	29	30	31	

SEPTEMBER

S	M	T	W	T	F	S
1	●	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

45 Instructional Days

Professional Days.....October 17-18, 2024
 SECOND QUARTER BEGINS..... October 21, 2024
 Professional Days.....November 25-26, 2024
 Thanksgiving Break (Campus Closed) November 27-29, 2024
 SECOND QUARTER ENDS..... December 20, 2024
 Christmas Break December 23, 2024-January 3, 2025

FEBRUARY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	◆	18	19	20	21	22
23	24	25	26	27	28	

40 Instructional Days

Professional Day January 6, 2025
 THIRD QUARTER BEGINS January 7, 2025
 MLK Jr. Day (Campus Closed)..... January 20, 2025
 Presidents' Day February 17, 2025
 THIRD QUARTER ENDS March 14, 2025

OCTOBER

S	M	T	W	T	F	S
		1		3	4	5
6	7	8	9	10	11	12
13	14	15	★			19
20	☆	22	23	24	25	26
27	28	29	30	31		

47 Instructional Days

Spring Break..... March 17-21, 2025
 FOURTH QUARTER BEGINS..... March 24, 2025
 Professional Days..... April 28-29, 2025
 FOURTH QUARTER ENDS..... May 23, 2025

MARCH

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	★	15
16	Spring Break					22
23	☆	25	26	27	28	29
30	31					

NOVEMBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24						30

43 Instructional Days

☆ Begin Quarter

★ End of Instructional Quarter

First Quarter 45 Days Taught
 Second Quarter 40 Days Taught
 Third Quarter 47 Days Taught
 Fourth Quarter 43 Days Taught

175 Total Days Taught

Professional Day ● Campus Closed

Christmas Break Thanksgiving Break

◆ Potential Make-up Day

DECEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	★	21
22						28
29						

APRIL

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27			30			

MAY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	★	24
25	●	◆	◆	◆	◆	31

Meridian Technology Center
2023-24 Unit Transcribing Options and Codes

MTC Program Name with Career Majors	State Program Name	Instructor	Cert#	MTC Units	OCCAS Code	Meets Math and/or Computer Science Credit for SB 1370
ACR						
Residential HVAC Installer	Heating, Ventilation, A/C	Travis Snowden	405894	3-4	9059; 9080	X
Residential HVAC Technician	Heating, Ventilation, A/C - Specialized	Travis Snowden	405894	3-4	9059; 9080	X
Automotive Service Technology						
Automotive Service Technician	Automotive Service Technology	Eric Reaves/Rick Carlie	438243/434450	3-4	9906; 9907	X
Maintenance Light Repair Technician	Automotive Service Technology	Eric Reaves/Rick Carlie	438243/434450	3-4	9906; 9907	X
Business Technology						
Administrative Assistant	Administrative Support	Melody Johnston	157467	3-4	9202	X
Entrepreneur	Entrepreneurship - BA / Entrepreneurship - BA Advanced	Melody Johnston	157467	3-4	9206; 9207	X
Carpentry						
Frame Carpenter	Carpentry - Specialized	Cy Boles	155600	3-4	9053; 9078	X
Finish Carpenter	Finish Carpentry	Cy Boles	155600	3-4	9053; 9078	X
Collision Repair Technology						
Combination Collision Repair Technician	Automotive Collision Repair & Refinishing - Specialized	Jordan Short	452486	3-4	9904; 9905	X
Non-Structural Repair Technician	Automotive Collision Repair & Refinishing	Jordan Short	452486	3-4	9904; 9905	X
Computer Aided Drafting						
CAD Design Architectural Specialist	Computer-Aided Drafting - Construction - Specialized	Russell Frick	181505	3-4	9084; 9054	X
CAD Design Mechanical Specialist	Computer-Aided Drafting MN - Specialized	Russell Frick	181505	3-4	9881; 9882	X
CAD Technical Architectural	Computer-Aided Drafting - Construction	Russell Frick	181505	3-4	9054; 9084	X
CAD Technical Mechanical	Computer-Aided Drafting MN	Russell Frick	181505	3-4	9881; 9882	X
Cosmetology						
Daytime Cosmetologist	Cosmetology	Kayrene Chavez	441320	3-4	9478; 9488	X
Criminal Justice						
Criminal Justice 1	Criminal Justice	Lea Little	412516	3-4	9629; 9638	X
Criminal Justice 2	Criminal Justice	Lea Little	412516	3-4	9629; 9638	X
Culinary Arts						
Culinary Arts Assistant	Culinary Arts	Dustin Charter/Travis Williams	443674/409448	3-4	9426; 9427	X
Culinary Hospitality Assistant	Culinary Arts	Dustin Charter/Travis Williams	443674/409448	3-4	9426; 9427	X
Culinary Arts	Culinary Arts - Specialized	Dustin Charter/Travis Williams	443674/409448	3-4	9426; 9427	X
Digital Media						
Graphic Design Specialist (960)	Digital Design & Publishing / DD&P - Specialized	Lawanna Ramsey	178691	3-4	9537; 9538	X
Web Designer	Web Design & Development / IT - Advanced	Lawanna Ramsey	178691	3-4	9557; 9558	X
3D Animation	Animation Technology / Animation Technology - Specialized	Sheila McKlury	221804	3-4	9526; 9527	X
Digital Video Advanced Technician	Audio & Video Technology IT / A&V Tech IT - Specialized	Sheila McKlury	221804	3-4	9554; 9555	X
Electrical Technology						
Electrical Apprenticeship - Residential	Electrical Trades	Wayne Ford	416280	3-4	9058; 9086	X
Electrical Apprenticeship - Commercial	Electrical Trades - Specialized	Wayne Ford	416280	3-4	9058; 9086	X
Energy and Power						
Electric Utility Lineworker	Electrical Lineman	Jeff Lillau	434436	3-4	9961	X

X	MTC Program Name with Career Majors	State Program Name	Instructor	Cent#	MTC Units	OCAS Code	Meets Math and/or Computer Science Credit for SB 1370
X	Industrial Technology	Energy & Power	Cody Ewfin	443143	3-4	9736; 9737	X
X	Power Production and Distribution	Energy & Power	Jeff Lillau	434436	3-4	9736; 9737	X

MTC Program Name with Career Majors	State Program Name	Instructor	Cart#	MTC Units	OCAS Code	Meets Math and/or Computer Science Credit for SB 1370
Health Careers						
Health Careers: Pre-Nursing / CNA / HHA	Nursing Services - CNA	Jana Batson	208978	3-4	9301	X
Health Careers: Medical Assistant	Medical Services - Medical Assistant	Anita Boley	416927	3-4	9326, 9388	X
Health Careers: Phlebotomy / Intro to Emergency Medical Response	Medical Services - Phlebotomy	Doug Jones	436022	3-4	9326, 9388	X
Health Careers: Pre-Rad Tech / Limited Licensed Radiology Technologist	Medical Imaging	Michelle Mills	218180	3-4	9358, 9383	X
Information Technology						
PC Support Technician (480)	Computer/Network Support	Daniel Devers/Gloria Branch	403953/154318	3-4	9542	X
PC Support Technician (630)	Computer/Network Support	Daniel Devers/Gloria Branch	403953/154318	3-4	9542	X
Network PC Support Technician	Computer/Network Support - Advanced	Daniel Devers/Gloria Branch	403953/154318	3-4	9542, 9543	X
Programming Technician	Programming	Daniel Devers/Gloria Branch	403953/154318	3-4	9550	X
Cybersecurity Specialist	Cybersecurity / Cybersecurity - Specialized	Daniel Devers/Gloria Branch	403953/154318	3-4	9530, 9564	X
Cybersecurity Network Specialist (1050)	Cybersecurity - Advanced	Daniel Devers/Gloria Branch	403953/154318	3-4	9530, 9564	X
Pharmacy Tech						
Pharmacy Technician	Pharmacy Services	Heather Black	405710	3-4	9334, 9404	X
Precision Metal Fabrication						
Metal Fabricator Level 1	Metal Fabrication	Justin Nisbett	412219	3-4	9702, 9705, 9708, 9714, 9735	X
Metal Fabricator Level 2	Metal Fabrication - Specialized	Justin Nisbett	412219	3-4	9702, 9705, 9708, 9714, 9735	X
Product Development & Machining						
CNC Machinist	CNC Machining - Specialized	Jimmy Williams	186015	3-4	9679, 9680	X
STEM Academy						
PLTW Biomedical Sciences (1440) ††	Biomedical Sciences & Medicine STEM Academy - Advanced	James Mantooth/Stephanie Hara/Brian James/Debbie Short/Mark Thomas	452362/408848/208458/173145/183094	4	9852, 9870	X
PLTW Biomedical Sciences (960) ††	Biomedical Sciences & Medicine STEM Academy	James Mantooth/Stephanie Hara/Brian James/Debbie Short/Mark Thomas	452362/408848/208458/173145/183094	4	9852, 9870	X
PLTW Pre-Engineering (1440) †††	Pre-Engineering STEM Academy - Advanced	Debbie Short/Mark Thomas/Brian James/Andrea Turlington-Richmond	173145/183094/208458/442914	4	9862, 9871	X
PLTW Pre-Engineering (960) †††	Pre-Engineering STEM Academy	Debbie Short/Mark Thomas/Brian James/Andrea Turlington-Richmond	173145/183094/208458/442914	4	9862, 9871	X
Underground Utility Locator						
Maintenance/Operations Workforce Transition	Underground Utility Locating Technician EP0020005 Pathway AC004	Francisco Chavez/Zachary Conley	434436	3-4	9736	X
Welding Technology						
Structural Welder	Welding MN	Walker Keith	457378	3-4	9707, 9708	X
Early Care & Education						
Teacher Assistant	Early Care Development & Services	Madison Camp	408056	3-4	9480, 9489	
Master Teacher	Early Care Development & Services	Madison Camp	408056	3-4	9480, 9489	

MTC Program Name with Career Majors	State Program Name	Instructor	Cert#	MTC Units	OCAS Code	Meets Math and/or Computer Science Credit for SB 1370
Teaching/Training Teacher Prep	Education & Training	Madison Camp	408056	3-4	9241;9244	

PARENTAL INVOLVEMENT PARENTS' BILL OF RIGHTS

The board supports parents' efforts to be involved in the district's education programs. This policy outlines the district's efforts to educate parents and support parent involvement in response to the 2014 Parents' Bill of Rights.

Parents have the right to be involved in their minor child's education, including directing that education. Parents are encouraged to exercise their rights in conjunction with district guidance so as not to inadvertently impede their minor child's compliance with federal and state-mandated requirements – including requirements related to graduation. Parents also have the right to review school records related to their minor child.

Parents generally have the right to consent prior to an audio or video recording being made of their minor child. This right does not preempt the district's right to make recordings (without specific parental approval) related to:

- Safety, general order, and discipline
- Academic or extracurricular activities
- Classroom instruction
- Security/surveillance of the buildings or grounds
- Photo ID cards

Parents have the right to receive prompt notice if their minor child is believed to be the victim of a crime perpetrated by someone other than the parent unless law enforcement or DHS officials have determined that parental notification would impede the related investigation. These notice provisions do not apply to matters which involve routine misconduct typically addressed through student discipline procedures. School personnel will not attempt to encourage or coerce a child to withhold information from parents.

1. The district will promote parent participation at the site level with the goal of improving parent and teacher cooperation in areas such as homework, attendance, and discipline. This will be accomplished through activities such as:
 - Parent Teacher Conferences
 - Back-to-School/Meet-the-Teacher Nights
 - School Newsletters
 - School Messenger Parent Notification System
 - Canvas - Learning Management System
 - District-sponsored webpages with class information available to parents
2. The district will inform parents about their children's course of study by disseminating this information:
 - During annual enrollment
 - In student handbooks
 - Canvas – Learning Management System
 - Conferences with student's school counselor

Parents may review learning materials affecting their minor children's course of study, including supplemental materials, by making a request through the building principal.

PARENTS BILL OF RIGHTS (Cont.)

3. Parents who object to a learning material or activity may withdraw their minor child from the class or program in which the material is used. In order to withdraw a student, the parent must submit a written request, signed and dated by a parent, to the building principal. Parents who choose to withdraw their minor child from a required class are responsible for making alternate arrangements for the child to earn credit for the class.
4. The district offers growth and development education to all students in grades four and five, and sex education to all students in grades 7, 9, and once to all students in grades 10-12. Parents who object to their minor child participating in the district's sex education program must submit a written notice, signed and dated by a parent, to the principal in order for their child to be excused from participation. Students who are not participating in the district's sex education program will be permitted to study in the school library or office during sex education instruction.
5. If a teacher is going to provide instruction or presentations regarding sexuality in a course apart from formal sex education, the teacher will send written notice home to parents in advance of the presentation. Parents who object to their minor child's participation in such instruction may send a written request to the building principal prior to the instruction to have the student excused from the presentation. Any such student will be permitted to study in the school library or office during the presentation.
6. Parents may learn about the nature and purpose of clubs and activities, which are part of the school curriculum by reviewing student handbooks and the district's website.
7. Parents have numerous rights and decision-making responsibilities concerning their minor children. To assist parents in meeting these responsibilities and to fulfill its obligations under the 2014 Parents' Bill of Rights, the district has compiled the following information for parents:
 - A. The district provides sex education and growth and development education. Parents may opt their student out of the district's sponsored sex education program by following the procedures established in item 4 above.
 - B. Parents who are not residents of the district may enroll their minor children in the district's schools in accordance with the district's open transfer policy. A copy of that policy is available on the district's website.
 - C. The district utilizes a number of resources to educate students. Parents who object to an assignment based on sex, morality or religion may opt their minor child out of the assignment by following the procedures established in item 3 above.
 - D. Students are generally required to receive a predetermined set of immunizations prior to enrolling in school and to receive additional boosters throughout enrollment in the district. This requirement may be waived if the parent submits a note from the minor child's physician stating that the child should be excused from the immunization for health reasons or if the parent submits a note objecting to the immunization of the child.

PARENTS BILL OF RIGHTS (Cont.)

- E. ~~Students are required to meet certain obligations in order to be promoted to a subsequent grade, particularly with regard to learning to read. Parents can learn about these requirements—including efforts the district will take in order to help students become successful readers—by reviewing the district’s policies on Reading Sufficiency Act testing and student promotion. Copies of these policies are available on the district’s website.~~ **Legal guardians or parents have the right to be informed, to be involved and to appeal the school’s decision to retain or promote a child to the next grade. The decision of whether to promote a student to the next grade or retain him or her in the current grade is a collaborative decision with the teachers, admin and parents/guardians. (SBOE Policy E1A-R4)**
- F. Students are required to meet certain obligations in order to graduate from high school. Parents can learn about these requirements each year during course enrollment. This information is also available in student handbooks and on the Oklahoma State Department of Education’s website.
- G. The district provides AIDS education for students once in grades 7-9 and once in 10-12. Parents may opt their minor student out of this education by submitting a written request, signed and dated by a parent, to the building principal. Students who are not participating in the district’s AIDS education program will be permitted to study in the school library or office during the scheduled instruction.
- H. Parents have the right to review student test results related to their minor student. Parents may review the results of classroom exams by contacting their child’s teacher. Parents may review the results of state-wide testing by contacting their child’s building principal.
- I. Qualifying students have the right to participate in the district’s gifted and talented program in accordance with the district’s program guidelines. A description of the program is available on the district’s website under the Academics menu item.
- J. Parents have the right to review teachers’ manuals, films, tapes or other supplementary instructional material if the materials are being used in connection with a research or experimentation program or project. In order to review these materials, the parent should contact the building principal.
- K. Parents have the right to receive a school report card. Information regarding these report cards will be provided through school publications, but a copy of the actual report card is available in the superintendent’s office.
- L. Students are required to attend school regularly, and the district is required to notify parents of any student absence unless the parent has already contacted the school to report the absence. The district will send a written notice to parents if their minor student appears to be in danger of exceeding the maximum allowable number of absences and will notify the district attorney and the parent if a child may be considered truant. Parents may contact the child’s principal for additional information regarding student absences.
- M. Parents have the right to review the district’s courses of study and textbooks. Arrangements for this review can be made through the building principal.
- N. Students may be excused from school for religious purposes provided the parent contacts the building principal to request such an absence.

PARENTS BILL OF RIGHTS (Cont.)

- O. Parents have the right to review all district policies, including parental involvement policies. Copies of these policies are available on the district's website.
- P. Parents have the right to participate in parent-teacher organizations. Information regarding these groups will be made available during activities such as enrollment, schedule pickups and back to school night. Parents who wish to have additional information regarding these groups can obtain more detail through the principal's office.
- Q. Parents may opt out of selected district-level data collection related to state longitudinal student data system reporting. Parents may not opt out of necessary and essential record collecting. Parents may file an opt-out request through the superintendent's office.
- R. The district will not procure, solicit to perform, arrange for the performance of, perform surgical procedures or perform a physical examination upon a minor student or prescribe any prescription drugs to a minor student without first obtaining a written consent for the proposed assessment or treatment. The written consent will be effective for the school year for which it was granted, and must be renewed each subsequent school year. If the assessment or treatment for which the written consent is provided is performed through telemedicine at a school site, and if the written consent is provided by the Parent and is currently effective, the health professional shall not be required to verify that the parent is at the school site.
- S. The district will not procure, solicit to perform, arrange of the performance of or perform an assessment for mental health therapy on a minor student without first obtaining consent of a parent or legal guardian of the minor. The written consent will be effective for the school year for which it was granted and must be renewed each subsequent school year. If the assessment or treatment for which the written consent is provided is performed through telemedicine at a school site, and if the written consent is provided by the Parent and is currently effective, the health professional shall not be required to verify that the parent is at the school site. However, a student shall not be seen without consent.
- T. A student shall not be vaccinated at school or on school grounds or receive a vaccine as part of the mobile vaccination effort without prior written authorization, including the signature of the parent or legal guardian of the student for the vaccine or group of vaccines to be administered during a single visit.

Parents requesting information outlined in this policy should submit written requests for information through the building principal or superintendent's office, as noted in the respective section. Appropriate school personnel will either make the information available or provide a written explanation of why the information is being withheld within ten (10) days of the request. Any parent whose request is denied or who does not receive a response within fifteen (15) days may submit a written request for the information to the board of education. The board will include an item on its next public meeting agenda (or the following meeting, if time does not permit inclusion of the item on the agenda) to allow the board to formally consider the parent's request.

OKLA. STAT. tit. 70 §1-116.2, and 1210.191

**OKLA. STAT. tit. 25 § 2001, and 2004, et seq.
OAC.310:535-1-2, and 210:10-2-1**

**STILLWATER PUBLIC SCHOOLS
REVIEW OF STUDENT PROGRESS**

If considering retention, the school team including parent must review the progress of the student prior to the end of the 3rd quarter.

Student School Current Grade Level

Date(s) of parent conference/contact: _____

Statement of Concern (documentation attached):

___ Attendance Behavior ___ Academic Screening
___ Report Card ___ Other Evaluation ___ Other Concerns

___ Benchmark Data
___ DRT Summary ___ Literacy First ___ STAR Reading
___ STAR Math ___ STAR Early Literacy

Agree Disagree _____
Parent/Guardian

Agree Disagree _____
Teacher

Agree Disagree _____
Teacher

Agree Disagree _____
~~Other~~ Site Administrator

Agree Disagree _____
Other

STUDENT PROMOTION AND RETENTION (REGULATION)

The decision of whether to promote a student to the next grade or to retain him or her in the current grade is a decision that the Stillwater Board of Education considers to be very important. Whether a student passes or fails an individual class is also important. Therefore, the process to make final determination of such situations shall be as follows:

The educational program shall provide for the continuous progress of students from grade to grade, with students generally spending one school year in each grade. However, retention may be considered in the following situation:

- The student is in grade pre-k-3rd, or, on rare occasions, when the student is in grades 4-8,
 - The student is achieving significantly below expected grade-level performance, and
 - The student has not been previously retained.
1. ~~Any third grade student who demonstrates end-of-year proficiency in reading at the third grade level through a screening instrument which meets the acquisition of reading skills criteria shall not be subject to retention. Upon demonstrating proficiency through screening, the district shall provide notification to the parent(s) and/or guardian(s) of the student that they have satisfied the requirements of the Reading Sufficiency Act and will not be subject to retention pursuant to this section.~~
 2. ~~If a kindergarten to third grade student is identified at any point of the academic year as having a significant reading deficiency, which shall be defined as not meeting grade level targets on a screening instrument which meets the acquisition of reading skills criteria, the district shall immediately begin an Academic Progress Plan (APP) and shall provide notice to the parent of the deficiency.~~
 3. ~~If a student has not yet satisfied the proficiency requirements of this section prior to the completion of third grade and still has a significant deficiency, as identified based on assessments administered as required by law, or is not subject to a good cause exemption, then the student shall not be eligible for automatic promotion to fourth grade.~~
 4. ~~The minimum criteria for grade level performance of third grade students pursuant to the Reading Sufficiency Act shall be that students are able to read and comprehend grade level text. To determine the promotion and retention of third grade students pursuant to the Reading Sufficiency Act, the State Board of Education shall use only the scores for reading foundations/processes and vocabulary portions of the statewide third grade assessment and administered pursuant to Oklahoma law. The performance levels established by the Commission for Educational Quality and Accountability shall ensure that students meeting the performance level criteria are performing at grade level on the reading foundations and vocabulary portions of the statewide third grade assessment.~~
 5. ~~A student not eligible for automatic promotion as provided for under paragraph 3 of this subsection and who does not meet the performance criteria established by the Commission for Educational Quality and Accountability on the reading portion of the statewide third grade assessment may be evaluated for "probationary promotion" by the Student Reading Proficiency Team. The Student Reading Proficiency Team shall be composed of:
 - (1) the parent(s) and/or guardian(s) of the student,
 - (2) the teacher assigned to the student who had responsibility for reading instruction in that academic year,
 - (3) a teacher who is responsible for reading instruction and is assigned to teach in the next grade level of the student, and
 - (4) a certified reading specialist.~~

STUDENT PROMOTION AND RETENTION (Cont.)

The student shall be promoted to the fourth grade if the team members unanimously recommend “probationary promotion” to the school principal and the school district superintendent or designee for their approval. If a student is allowed a “probationary promotion”, the team shall continue to review the reading performance of the student and repeat the requirements of this paragraph each academic year until the student demonstrates grade level reading proficiency, as identified through a screening instrument which meets the acquisition of reading skills criteria, for the corresponding grade level in which the student is enrolled, or transitions to a locally designed remediation plan after the fifth grade which shall have the goal of ensuring that the student is on track to be college and career ready.

6. ~~Students who do not meet the performance criteria established by the Commission for Educational Quality and Accountability on the reading portion of the statewide third grade assessment and who are not subject to a good cause exemption, and who do not qualify for “probationary promotion” and have not met the state approved screening instrument shall be retained in the third grade and provided intensive instructional services and supports.~~
7. ~~The school district shall annually report to the State Department of Education the number of students promoted to the fourth grade as required by law.~~

A third grade student may be promoted for a “good cause” exemption if the student meets one of the following statutory exemptions:

- (1) ~~English language learner students who have had less than two years of instruction in an English language learner program;~~
- (2) ~~Students with disabilities whose individualized education plans, consistent with state law, indicates that the student is to be assessed with alternative achievement standards through the Oklahoma Alternate Assessment Program (OAAP);~~
- (3) ~~Students who demonstrate an acceptable level of performance on an alternative standardized reading assessment approved by the State Board of Education;~~
- (4) ~~Students who demonstrate through a student portfolio, that the student is reading on grade level as evidenced by demonstration of mastery of the state standards beyond the retention level;~~
- (5) ~~Students with disabilities who participate in the statewide criterion-referenced tests and who have an individualized education plan that reflects that the student has received intensive remediation for reading and has made adequate progress in reading pursuant to the student’s individualized education program;~~
- (6) ~~Students who have received intensive remediation in reading through a program of reading instruction for two or more years but still demonstrate a deficiency in reading and who were previously retained in pre-kindergarten for academic reasons, kindergarten, first grade, second grade or third grade for a total of two years; and~~
- (7) ~~Students who have been granted an exemption for medical emergencies by the State Department of Education.~~

~~Requests to exempt students from the mandatory retention requirements based on one of the good cause exemptions shall be made using the following process:~~

1. ~~Documentation submitted from the teacher of the student to the school principal that indicates the student meets one of the good cause exemptions and promotion of the student is appropriate. Documentation shall be limited to the alternative assessment results or student portfolio work and the individualized education plan (IEP), as applicable;~~

STUDENT PROMOTION AND RETENTION (Cont.)

2. ~~The principal of the school shall review and discuss the documentation with the teacher. If the principal determines that the student meets one of the good cause exemptions and should be promoted based on the documentation provided, the principal shall make a recommendation in writing to the school district superintendent or designee; and~~
3. ~~After review, the school district superintendent or designee shall accept or reject the recommendation of the principal in writing.~~

~~In the elementary and middle schools, a placement committee consisting of the principal, counselor, and teacher(s) shall determine if a student is to be assigned to the next higher grade. The committee shall consider, among other factors, standardized test scores and the student's age.~~

Teachers and administrators are expected to adhere to the district's retention regulations when considering retention as an educational recommendation. These regulations will be reviewed annually to ascertain their continuing efficiency and applicability.

Retention considerations should take place in a timely manner. Retention discussions regarding identified students with disabilities will include the special education director.

When considering the retention of a student in grades Pre-Kindergarten through second and fourth through eighth, these steps will be followed.

Step One:

1. Prior to the end of the third quarter of the school year, a profile of the student is compiled by the school team (principal, teacher, specialists, etc.).
2. The profile may include the review of the student's cumulative records, including, but not limited to attendance, behavior, health information, interventions, special referrals, tests, work samples, progress reports, and classroom observation and documentation.
3. The team, including the parent, will meet to review the profile and discuss the student's progress.
4. Unsuccessful attempts to involve the parent/guardian will result in school personnel conducting the meeting in their absence and inform the parent/guardian in writing of the student's progress and consideration for retention.

Step Two:

1. Prior to the end of the school year, a grade placement conference with the parent/guardian will take place to review the student's progress.
2. A final decision regarding retention shall be made.
3. Parents will be provided a written copy and an explanation of the appeal process.
4. Unsuccessful attempts to involve the parent/guardian will result in school personnel conducting the meeting in their absence and inform the parent/guardian in writing of the grade placement decision and the appeal process.

STUDENT PROMOTION AND RETENTION (Cont.)**Retention Appeal**

Whenever a school team recommends that a student be retained at the present grade level, the parent or guardian may appeal the decision to the principal within ten calendar days of receipt of the retention recommendation. The principal will review information and documentation and communicate a decision in writing to the parent or guardian within ten calendar days.

The parent or guardian may appeal the principal's decision to the superintendent within ten calendar days of receipt of the written decision. The superintendent shall review the previous decision and consider new information. The superintendent shall communicate a decision in writing to the parent or guardian within ten calendar days.

The parent or guardian may appeal the superintendent's decision to the Stillwater Board of Education by requesting placement on the agenda of the next regularly scheduled meeting of the board or a special meeting called for that purpose. The board shall review the previous decisions and consider additional information as it deems appropriate. The decision of the board shall be final. If the parent or guardian disagrees with the board's decision, he/she may prepare a written statement to be placed in and become a part of the permanent record of the student, stating the reason(s) for disagreeing with the decision.

If the parent or guardian supports retention of the child and the final decision of the school district is to promote, the decision of the board is also final. If the parent or guardian disagrees with the board's decision, he/she may prepare a written statement to be placed in and become a part of the permanent record of the student, stating the reason(s) for disagreeing with the decision.

Failure in any step of this procedure to appeal to the next level within the specified time limits shall be deemed to be acceptance of the decision at that level. Failure to communicate the decision at any step of this procedure within the specified time limits shall permit the parent or guardian to proceed to the next level. Time limits at any level may be extended by mutual agreement, and such agreement shall be in writing.

Midyear Promotion to Fourth Grade

~~A student retained in third grade in accordance with the Reading Sufficiency Act may be eligible for a midyear promotion to fourth grade. The midyear promotion of a retained student will be considered if the student demonstrates that the student is a successful and independent reader, is reading at or above grade level, and is ready to be promoted to the fourth grade. Tools that may be utilized to reevaluate any retained student may include subsequent assessments, alternative assessments, and portfolio reviews, in accordance with the rules of the State Board of Education. Retained students may only be promoted midyear prior to November 1 and only upon demonstrating a level of proficiency required to score at or above the proficiency level on the third grade statewide criterion referenced test and upon showing progress sufficient to master appropriate fourth grade level skills, as determined by the school district. A midyear promotion shall be made only upon the agreement of the parent/guardian of the student and the school principal.~~

**REFERENCE: 70 O.S. §24-114.1
70 O.S. §1210.508C**



STILLWATER PUBLIC SCHOOLS

STILLWATER BOARD OF EDUCATION

PREPARED BY: Dr. Janet Vinson, Assistant Superintendent
APPROVED BY: Uwe Gordon, Superintendent
DATE: September 10, 2024

AGENDA ITEM:

Educational Services Contracts for FY 24-25:

- 1) Amira Learning (K-5 Reading & Characteristics of Dyslexia Screener)
- 2) Aveanna Healthcare (Supplemental Staffing Agreement)
- 3) Iowa Tribe (Mental Health and Substance Abuse Prevention Services)
- 4) Meridian Technology Center MOU (Academic Credit Options)
- 5) NCDDET/OU National Center for Disability Education and Training (Secondary and Technology Education Program Agreement)
- 6) Oklahoma State Department of Education, Public Consulting Group, and Oklahoma Health Care Authority (School-Based Health Services Program)
- 7) Oklahoma State University Department of English (Student Affiliation Agreement)
- 8) Oklahoma State University School of Allied Health and Recreation (Athletic Trainer Internship)
- 9) Oklahoma State University School of Kinesiology, Applied Health and Recreation (Athletic Trainer Internship)
- 10) University of Central Oklahoma (Student Affiliation Agreement)
- 11) Wichita State University (Student Affiliation Agreement)

BOARD ACTION REQUESTED:

Motion to Approve Contracts for 2024-2025.

BACKGROUND INFORMATION:

1) Amira Learning Reading Screener Agreement

Oklahoma has new legislation called the Strong Readers Act, formerly Reading Sufficiency Act (RSA). Amira is a state approved software that screens all students K - 5 in reading and fulfills the requirements of the Strong Reader's Act for the State of Oklahoma. The Oklahoma State Department of Education is purchasing this and offering it to districts in the state. We would like to begin exploring this option and plan to use it for our Characteristics of Dyslexia screening for SY 2024-25 with the possibility of moving to it fully next year due to the cost and the merging of iStation and Amira. This is a new contract.

2) Aveanna Healthcare Supplemental Staffing Agreement

Aveanna is a private nursing and healthcare company that provides in-home and school services for students with significant health and medical needs. This contract is not for fee-based services. The clients who they accompany to school receive the service as part of their public or private insurance benefits. No changes from the previous year.

3) Iowa Tribe

SPS recognizes the growing need for comprehensive mental health and substance abuse prevention services within our student population. To address this, we have entered into a Memorandum of Understanding (MOU) with Iowa Tribe Behavioral Health. This partnership will enable us to provide targeted support to designated students who may benefit from additional mental health resources and substance abuse prevention programs. The collaboration aims to enhance the well-being and academic success of our students by leveraging the specialized expertise of Iowa Tribe

Behavioral Health. Through this MOU, we seek to ensure that all students have access to the necessary support services to thrive both in and out of the classroom. This is a new contract.

4) Meridian Technology Center MOU for Academic Credit Options

The Memorandum of Understanding with Meridian Technology Center concerns the academic credit options provided at Meridian for Stillwater Public Schools' students. The Oklahoma State Department of Education requires documentation of the local school board's approval for mathematics and science courses to be counted toward the local district's graduation requirements. No changes from the previous year.

5) The National Center for Disability Education and Training, University of OK Outreach, through a grant from the OK Dept. of Rehabilitation Services, is making Pre-Employment Transition Service activities available to high school students with disabilities to get an early start in identifying career interests to achieve community integration, independence, post-secondary education and/or competitive integrated employment. This service is provided at no cost to the school district. No changes from the previous year.

6) Oklahoma State Department of Education, Public Consulting Group, and Oklahoma Health Care Authority School-Based Health Services Program

Participation in School-Based Health Services Program allows Stillwater Public Schools to be reimbursed for eligible medical based services in the school setting (Ex. Speech Language Therapy, Physical Therapy, or Occupational Therapy). This reimbursement is based on the student's Medicaid eligibility and is only provided for services that are identified in a student's IEP. Reimbursement received by the district for these services does not impact any other benefits the student, or their family, may be eligible for/receiving. No changes from the previous year.

7) Oklahoma State Department of English Student Affiliation Statement of Agreement

The agreement with OSU concerns the student placement agreement between the OSU Department of English and Stillwater Public Schools. The agreement is in place to allow SPS to host OSU Department of English student observers and student teachers. All OSU students placed in SPS school sites will be required to submit a cleared background check and complete the required OSHA training set forth by SPS. No changes from the previous year.

8) Oklahoma State University School of Allied Health Student Affiliation Statement of Agreement/Athletic Trainer Internship

The agreement with Oklahoma State University concerns the Athletic Trainer Intern agreement between the OSU School of Allied Health and Stillwater Public Schools. The student interns hosted by SPS will be required to submit a cleared background check and complete the required OSHA training set forth by SPS. No changes from the previous year.

9) Oklahoma State University School of Kinesiology Applied Health and Recreation Student Affiliation Statement of Agreement/Athletic Trainer Internship

This agreement with OSU concerns the Athletic Trainer Intern agreement between the OSU School of Kinesiology, Applied Health and Recreation, and Stillwater Public Schools. The student interns hosted by SPS will be required to submit a cleared background check and complete the required OSHA training set forth by SPS. No changes from the previous year.

10) University of Central Oklahoma Student Affiliation Statement of Agreement

The agreement with the University of Central Oklahoma (UCO) concerns the student placement agreement between the UCO Teacher Education Program and Stillwater Public Schools. The agreement is in place to allow SPS to host UCO student observers and student teachers. All UCO students placed in SPS school sites will be required to submit a cleared background check and complete the required OSHA training set forth by SPS. No changes from the previous year.

11) Wichita State University Student Affiliation Statement of Agreement

The agreement with Wichita State University (WSU) concerns the speech-language pathologist intern agreement between the WSU College of Health Professions and Stillwater Public Schools. The student interns hosted by SPS will be required to submit a cleared background check and complete the required OSHA training set forth by SPS. This is a new contract.



5214F Diamond Heights Blvd #3255
San Francisco, CA 94131
Remit Email: orders@amiralearning.com
Quote Date : 8/27/2024
Proposal No.: Q-66576

Prepared by: Heather Tennyson
Contract Term: 12 Months
Start Date: 9/01/2024
End Date: 8/31/2025
Proposal Expiration: 9/30/2024

Customer Contact: Diane Fix
Customer Name: Stillwater Public Schools
Address: 314 S Lewis St
ACCOUNTS PAYABLE
Stillwater, OK, 74074-3515

Product Description	Quantity	Annual Price	Months	Total
OK Amira K-2	1395	0	12	\$0.00
OK Amira 3-5	1385	0	12	\$0.00
Amira Suite Teacher License	305	0	12	\$0.00

Amount Due (PO Amount):	\$0.00
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IMPORTANT: Do not allow licensed product (as defined in said terms and conditions) to be installed or used without reading the terms and conditions of this agreement. If you are not willing to accept these terms and conditions, you must return the licensed product to Amira Learning within ten (10) days of receipt. By installing and using the licensed product as permitted by this license or ordering services (as defined below), you are agreeing to be bound by the terms of this agreement.



Istation	District
Signature	Signature
_____	_____
Printed Signature:	Printed Signature:
_____	_____
Title:	Title:
_____	_____
Dated:	Dated:
_____	_____

Please review and return this cost proposal with your signed Purchase Order to orders@amiralearning.com. Please include the Proposal Number above on your Purchase Order.

This cost proposal is for the purchase of the AMIRA software subscription and services set forth above, and is subject to and incorporates by reference the terms and conditions for the applicable products located at: <https://amiralearning.com/terms-conditions.html> (the "Agreement"). By signing the attached Purchase Order, Customer represents and warrants that: (a) it has read and understands the Agreement that is incorporated by reference to this cost proposal and agrees to be bound by the terms of the Agreement, (b) it has reviewed and agree to the enumeration of the services included with the subscription, and (c) it has full power and authority to accept the Agreement and this cost proposal. The use of all software and delivery of any services provided for herein will be subject to the terms and conditions between ESC Region 4 ("Customer") and Amira Learning, Inc (AMIRA). All capitalized terms used in this proposal have the meanings stated in the Agreement, unless stated otherwise.

Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that AMIRA receives your Purchase Order. No modification of the Agreement shall be affected by Customer's use of any order form, purchase order, acknowledgement or other form containing additional or different terms.



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Amira Learning Inc. Terms and Conditions

Last Updated: August 2023

The following Amira Terms and Conditions (these "Terms") apply to the purchase of all Amira Products, Services and Pilots. Additional terms and conditions may pertain to the use of specified platforms or products. In the event that Amira is an authorized licensor of any Digital Products owned by third parties, the Terms of Use and Privacy Policies associated with such third-party products may apply.

In addition to these Terms, the [Privacy Policy](https://amiralearning.com/privacy-policy.html) at <https://amiralearning.com/privacy-policy.html> (the "Privacy Policy") applies to how AMIRA may process information provided as part of the Products. Customer acknowledges and agrees that by accessing or using the Products, AMIRA may receive certain information about Customer and/or Participants, including personal information, as set forth in the Privacy Policy, and AMIRA may collect, use, disclose, store, share, and process such personal information in accordance with such Privacy Policy.

GENERAL TERMS APPLICABLE TO ALL PRODUCTS

CONTRACT. The ordering or acceptance of any Products purchased from Amira Learning Inc. (AMIRA) or its applicable subsidiaries or affiliates (collectively, "AMIRA") by any purchaser (each a "Customer") shall constitute an agreement to these standard terms and conditions set forth herein (the "Terms"). These Terms, together with the terms and conditions published by AMIRA in the AMIRA Order Document(s) (if applicable to Customer's purchase) collectively constitute the sole agreement between the parties relating to the subject matter



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shall not be binding on AMIRA.

1. BILLING AND PAYMENT. All amounts owing from Customer to AMIRA with respect to any Products purchased from AMIRA are due within thirty (30) days of the date set forth on AMIRA's invoice. Accounts must be current before subsequent shipments will be made. Past due accounts are subject to a one percent (1%) monthly finance charge.
2. PRICES, AND TERMS. AMIRA's list prices and other terms shown are subject to change, with a ninety (90) days' written notice to the Customer prior to the change.
3. CUSTOMER RETURNS. All Software is sold on a non-refundable basis.
4. TAXES. Customer is required to pay any sales, use, GST, value-added, withholding, or similar taxes or levies, whether domestic or foreign, other than taxes based on the net income of Amira as applicable. AMIRA shall have no liability for any tax required to be billed, collected, and/or remitted by Customer as a result of sales of Products made by Customer, and Customer shall defend, indemnify, and hold harmless AMIRA against all losses, penalties, interest, and expense (including reasonable attorneys' fees) arising out of any claims relating to such liability for taxes.
5. COMPLIANCE WITH LAWS. Customer shall comply with all applicable laws and regulations applicable to the purchase and use of Products and/or the resale of Products.
6. AMIRA'S INTELLECTUAL PROPERTY RIGHTS. The intellectual property contained in the Products (and any derivative works based on the Products) is confidential and/or proprietary information of AMIRA or its licensors and is protected by copyright and other intellectual property rights. And that except for the limited license rights expressly provided herein, Amira Learning and its suppliers have and will retain all rights, title and interest in and to the Software (including all intellectual property rights) and all copies, modifications and derivative works thereof (including as may reflect any suggestions or feedback received from Customer). Customer acknowledges that it is obtaining only a limited license right to the Software and that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to Customer under this Agreement or otherwise.



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Information" provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any software, documentation or technical information provided by Amira Learning (or its agents), performance information relating to the Software, and the terms and conditions of this Agreement will be deemed Confidential Information of Amira Learning without any marking or further designation. Except as expressly authorized herein, the Receiving Party will (1) hold in confidence and not disclose any Confidential Information to third parties and (2) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Agreement. The Receiving Party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know, provided that such representatives are bound to confidentiality obligations no less protective of the Disclosing Party than this Section 8 and that the Receiving Party remains responsible for compliance by any such representative with the terms of this Section 7. The Receiving Party's confidentiality obligations will not apply to information that the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may make disclosures to the extent required by law or court order, provided the Receiving Party notifies the Disclosing Party in advance and cooperates in any effort to obtain confidential treatment. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon disclosure by the Receiving Party the Disclosing Party will be entitled to seek appropriate equitable relief.

8. Any subscription to software under these Terms is for the time period or term listed in the applicable AMIRA Order Document(s). If Customer wishes to extend any subscription or license term(s), a purchase order, change order, or amendment is to be negotiated for additional fees.



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Software Products that are self-hosted in whole or in part, upon expiration or termination of the applicable subscription term, Customer must immediately cease using the Software Product, delete or destroy any copies of the Software Product and, if requested, confirm to AMIRA that the Customer has complied with these requirements.

10. Customer acknowledges that Software Products may include security technology to ensure that they may only be used in accordance with the applicable license rights.

11. Customer may not: (1) re-sell, rent or lease a Software Product or any part of it; (2) copy any part of a Software Product, except where specifically indicated otherwise or for back-up purposes; (3) reverse engineer, decompile or disassemble a Software Product or the software through which it is delivered, or convert it into any other format or medium; (4) use more copies of a Software Product, or deploy a Software Product on more devices or at more sites, than are authorized by these Terms and the applicable the AMIRA order form, or (5) sub-license the Software Products except as permitted by AMIRA in item 12 below.

12. AMIRA acknowledges that Customer will link to the web-based Software Products as a feature in Customer's product, in which AMIRA gives express and irrevocable authorization to use, therefore, not representing breach in Amira's Intellectual Property Rights or Confidential Information.

13. As noted in the AMIRA Privacy Policy, the Customer has full ownership of the audio of Customer's student, as to Customer develop its material and product, as well as to utilize it on Customer's marketing. It is the Customer's responsibility to manage any student privacy concerns related to Customer's use of the data.

14. Customer will own any tangible media (e.g., CD, DVD, tape, etc.) on which Software Product(s) are supplied.

15. In connection with Customer's use of Software Products, see AMIRA's Privacy Policy. Please note that in some instances there are other specific privacy policies that may apply to certain AMIRA Software Products. In such cases, you should refer to the applicable privacy policy for that Software Product(s).



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17. **PURCHASE AUTHORIZATION.** By ordering Products, Customer represents and warrants that it has complied with any and all of its own requirements necessary to authorize the purchase. Customer is solely responsible for all purchase decisions, including ensuring the compatibility and suitability of all Products.

18. **EQUAL OPPORTUNITY CLAUSE.** AMIRA does not and Customer shall not engage in any discriminatory practices based on race, color, religion, national origin, or physical or mental disability.

19. **FORCE MAJEURE.** AMIRA shall not be deemed in default of its obligations to Customer to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, riots, acts of government, shortage of materials and supplies, or any other cause beyond its reasonable control.

20. **ASSIGNMENT.** This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement (or any part thereof) without the advance written information of the other party, except that either party may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of such party's assets or voting securities. Any attempt to transfer or assign this Agreement except if notified under this Section 19 will be null and void.

21. **SOLVENCY.** By ordering and accepting delivery of Products, Customer represents to AMIRA that Customer is solvent and will make payment in full when due for such Products in accordance with the applicable invoice. In the event that the Customer orders and/or accepts delivery of any Products while insolvent, Customer shall immediately return all such Products to AMIRA, and any and all Products en route to Customer at such time shall be returned immediately upon Customer's receipt thereof. Events which shall be deemed to establish Customer's insolvency include, but are not limited to, the filing of a bankruptcy petition by or against Customer and/or Customer's admission of its inability to pay its debts when due.

22. **CLAIMS.** All claims relating to any shipment and/or applicable invoice and/or Products must be made in writing within 30 days of the date of the invoice. Any request for proof of



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its parent, affiliates, successors and assigns and their respective officers, employees and agents from and against any and all losses, costs and expenses (including reasonable outside attorneys' fees and expenses) incurred in defending any claim, judgment or proceeding relating to or arising out of: (a) Customer's breach or alleged breach of its representations, warranties, obligations and agreements contained in these Terms; and/or (b) the distribution, resale and promotion of Products by Customer

24. DISCLAIMER OF WARRANTIES AND INDEMNITIES; LIMITATION OF LIABILITY. ALL PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS, AND AMIRA EXPRESSLY EXCLUDES THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS AMIRA AND ITS PARENT, AFFILIATES, SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LOSSES, COSTS AND EXPENSES (INCLUDING REASONABLE OUTSIDE ATTORNEYS' FEES AND EXPENSES) INCURRED IN DEFENDING ANY CLAIM, JUDGMENT OR PROCEEDING RELATING TO OR ARISING OUT OF: (I) CUSTOMER'S BREACH OR ALLEGED BREACH OF ITS REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND AGREEMENTS CONTAINED IN THESE TERMS; AND/OR (II) THE DISTRIBUTION, RESALE AND PROMOTION OF PRODUCTS BY CUSTOMER. AMIRA SHALL HAVE NEITHER LIABILITY NOR RESPONSIBILITY TO ANY PERSON OR ENTITY WITH RESPECT TO ANY LOSS OR DAMAGE ARISING FROM THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, AMIRA'S FAILURE OR ALLEGED FAILURE TO FILL ORDERS BY CUSTOMER IN WHOLE OR IN PART. AMIRA DOES NOT GUARANTEE THAT ANY SOFTWARE PRODUCTS WILL BE DELIVERED ERROR-FREE OR UNINTERRUPTED. AMIRA DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND SOFTWARE PRODUCTS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. AMIRA SHALL NOT BE LIABLE FOR ANY DAMAGES TO COMPUTERS, COMMUNICATION SYSTEMS, DATA OR SERVICES THAT MAY ARISE AS A RESULT OF THE USE OF SOFTWARE PRODUCTS. IN NO EVENT SHALL AMIRA BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, WARRANTY OR OTHERWISE, AND REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL AMIRA AND CUSTOMER'S TOTAL AGGREGATE LIABILITY IN CONTRACT, TORT OR OTHERWISE ARISING OUT



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25. SEVERABILITY. If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of the Terms shall remain in force and in effect and be construed so as to best effectuate the intention of the parties. The waiver of one default shall not waive subsequent defaults of the same or different kind.

26. GOVERNING LAW; JURISDICTION AND VENUE. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA AND THE UNITED STATES WITHOUT REGARD TO CONFLICTS OF LAWS PROVISIONS THEREOF, AND WITHOUT REGARD TO THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. THE JURISDICTION AND VENUE FOR ACTIONS RELATED TO THE SUBJECT MATTER HEREOF WILL BE THE STATE AND UNITED STATES FEDERAL COURTS LOCATED IN SAN FRANCISCO, CALIFORNIA, AND BOTH PARTIES HEREBY SUBMIT TO THE PERSONAL JURISDICTION OF SUCH COURTS.

27. EXPORT. Import duties, taxes and customs clearance fees relating to Products shipped outside the United States will be borne by Customer. Export laws and regulations of the United States apply to all Products. Customer agrees that export control laws govern its use of the Software Products and related services (including technical data) and any Software Products deliverables provided to Customer by AMIRA, and Customer agrees to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). For Products exported outside the United States, Customer agrees that it will not import or allow a third party to import such Products into the United States.

28. CERTAIN DEFINITIONS. "Product(s)" professional development products, CDs, DVDs, videos, other audio/ video/multimedia products, subscription services, software licenses and any other products that Customer may acquire from AMIRA. Products may include either Software Products, Print Products, other Physical Products or both. "Software Product(s)" means non-tangible, digital versions of Products. "Physical Product(s)" means any Product versions that are not Software Products, including Print Products books, other printed materials, and the physical media (CDs, DVDs, videos, other audio/ video/multimedia products) that carry copies of any Software Product(s) delivered to Customer, and any other physical copies of Products.

GENERAL TERMS APPLICABLE TO ALL SERVICES



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set forth herein, these terms, together with any exhibits, attachments, Order Documents, and other referenced or linked documentation, the "Agreement," collectively constitute the sole agreement between the parties relating to the subject matter hereof, except for any agreements, amendments, or waivers agreed to in writing by both AMIRA and Customer. Any contrary or inconsistent terms to this Agreement appearing on purchase orders, acknowledgments, or other documents of Customer or oral stipulations shall not be binding on AMIRA.

1. Definitions. Capitalized terms shall be defined as set forth below or elsewhere in this Agreement.

a. "Customer" means the legal entity identified on the purchasing or registration materials. For purposes of this Agreement, Customer includes affiliates specifically listed in a purchase order or in other purchasing or registration materials. Such affiliates agree to be bound by the terms of this Agreement. Customer is responsible for compliance with the terms of this Agreement by all affiliates, subsidiaries and subdivisions purchasing Services hereunder.

b. "AMIRA Materials" means any and all materials provided by AMIRA in the course of delivering the Services, including without limitation, documentation, training materials, professional development materials, program and technical implementation materials, PowerPoints, handouts, books, and webinars.

c. "Participant(s)" means affiliates or employees of the Customer who will be engaging in the Services being provided by AMIRA.

d. "Order Document(s)" means the AMIRA cost proposal or AMIRA quotation, order form and the Agreement.

e. "Purchase Order" means purchase order or other Customer ordering document.

f. "Services" means the services specified in the purchase order or other ordering documents or Statement of Work(s), which may include training, professional development, coaching, "Getting Started" and implementation training, software integration, software implementation, software development and other engineering work performed by AMIRA for Customer as agreed to by the parties, under this Agreement.



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- support
- i. for Services invoiced upon delivery of the Service, the earlier to expire of (x) the Customer's funding for such Services or (y) twenty-four months from the date of acceptance of this Agreement; or
 - ii. for Services billed in advance of delivery and paid within thirty (30) days after receipt of an invoice, the Term shall be twenty-four months from the date of the acceptance of this Agreement.

Under extraordinary circumstances and upon mutual written consent of AMIRA and Customer, the original term-month Term may be extended for an additional twelve-month period up to the expiration date of the Customer's funding.

2. Purchase Order and Payment Terms. Purchase Order. At least thirty (30) days prior to the first date of Services, Customer shall provide AMIRA with a Purchase Order. If Customer's purchase practice is not to provide a Purchase Order, Customer agrees that it shall sign a Services Summary or contract and make prompt payment under the terms set forth herein for all Services delivered to Customer by AMIRA.

a. Services Logistics Detail. No less than thirty (30) days before a Services Date, Customer shall provide to AMIRA the following information: shipping address for materials, the address and other pertinent details (e.g., room number) of Services delivery sites, and the number of Participants for each day of Services to be delivered. AMIRA reserves the right to charge Customer expedited shipping charges if additional shipping or handling charges are incurred by AMIRA, or to reschedule the Services without penalty, as a result of Customer's failure to provide the necessary information within this timeframe.

b. Payment Terms. Unless an alternative billing schedule has been agreed to by the parties, all fees are due and payable no later than thirty (30) days after each consulting day is delivered and invoiced or thirty (30) days after receipt of an invoice for Services billed in advance of delivery. Late payments shall be subject to a 1% monthly finance charge.

3. Services Delivery Dates: Scheduling, Rescheduling and Cancellation. Dates To Be Determined. Dates "to be determined" ("TBD Dates") must be delivered within the Term of this Agreement. Fees paid for any TBD Dates not consumed within the Term will be forfeited by the Customer. When scheduling TBD Dates, the Customer shall contact AMIRA at least six



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a. Date Changes/Rescheduling/
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- i. Services Dates, once scheduled, may be changed only upon the mutual agreement of AMIRA and the Customer. In addition to rescheduling fees, any change to the dates or the type of Services herein may change the fees that will be charged.
- ii. Any date change requests must be received by AMIRA from the Customer no less than thirty (30) days prior to the scheduled Services Date. All rescheduled Services Dates must be delivered within the Term of this Agreement. All rescheduled Services Dates not consumed within the Term of this Agreement will be forfeited by the Customer and no refund of any prepaid fees shall be given.
- iii. For any Services Date changes made at any time by Customer for any reason, Customer shall reimburse AMIRA 100% of any out-of-pocket travel or other ancillary costs spent by AMIRA in connection with preparation for providing the Services in accordance with this Agreement (e.g., travel already booked).

b. Cancellation.

- i. Customer may terminate this Agreement and/or cancel Services without incurring any cancellation fee prior to the scheduling of a Services Date or assignment of the consultant delivering the Services by providing AMIRA no less than thirty (30) days' written notice prior to the Services Date.
- ii. Cancellations received from Customer less than thirty (30) days prior to the Services Date shall result in payment by Customer of a cancellation fee of 50% of the fees for the canceled Services. Cancellations received from Customer less than seven (7) days in advance of the Services Date shall result in payment by Customer of a cancellation fee of 75% of the fees for the canceled Services.
- iii. Cancellations received from Customer less than 24 hours prior to the Services Date, or if Customer is absent from the scheduled Service ("no-show"), shall result in payment by Customer of a cancellation fee of 100% of the fees for the canceled Services.
- iv. If a cancellation involves more than one Service Date, any cancellation fees shall be prorated accordingly. In all cases, Customer shall pay for any Services actually delivered.



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Agreement (Support level already booked).

c. Technical Support and Integration Work. The foregoing rescheduling and cancellation terms may not apply to technical support and integration work. Rescheduling and cancellation terms for such work shall be provided by AMIRA in conjunction with such work.

4. **Force Majeure.** Services may be canceled or rescheduled without penalty by either Customer or AMIRA because of a natural disaster, terrorist attack, act of God, war, civil commotion, strikes, labor disputes, or other unforeseeable circumstance that is beyond the control of either AMIRA or Customer and makes it impossible to hold the scheduled Services.

5. **Confidentiality.** Customer acknowledges that in the course of performing the Services under this Agreement, representatives of AMIRA may disclose certain confidential information to Customer. All concepts, work, materials, and related information disclosed to Customer by any person acting on behalf of AMIRA are proprietary and confidential information of AMIRA. Customer acknowledges this and agrees not to disclose any such concepts, work, material or related information to any other parties, or to make any use of the AMIRA Materials other than the use that is intended by AMIRA through its provision of the Services.

6. **Ownership and Use of Services.** AMIRA owns and retains all right, title and interest in and to AMIRA Materials, software, documentation, training and implementation materials, methodology, names of the Services, all parts of the presentations and other materials provided in connection with AMIRA Services (collectively, "AMIRA IP"). AMIRA grants to Customer a personal, nonexclusive license to use the AMIRA IP for its own non-commercial, incidental use as contemplated herein. Customer and the Participants are strictly prohibited from reproduction or distribution of the AMIRA Materials or AMIRA IP without prior written permission from AMIRA. Customer and Participants may not make use of the AMIRA Materials or AMIRA IP in any manner other than the use intended by AMIRA through its provision of the Services. All data of the Customer is the property of the Customer.

a. The trademarks Amira, Amira Learning, the names of the courses, and all parts of the presentations and the materials for the courses are owned solely by Amira Learning Inc. with all rights, including reproduction rights and copyrights, reserved to Amira Learning Inc.



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Customer and Support Affiliates.

c. No part of the Services or any related materials may be videotaped, audio taped, photographed or in any way copied, excerpted, reproduced or distributed without the prior written consent of AMIRA, and considering the exception given to Customer's product, as stated in item 12 and 13. Participants must also refrain from using their cell phones and other electronic devices during the presentation of the Services. To ensure the quality of the Services for other Participants, Participants may be asked to leave if they engage in this activity.

7. Independent Contractor. AMIRA and Customer are not partners or joint venturers and nothing contained herein shall be construed as creating an employment, partnership, joint venture, agency, or any other relationship whatsoever, except that of independent contractors, between AMIRA and Customer.

8. Disclaimer of Warranties and Indemnities; Limitation of Liability. ALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND AMIRA EXPRESSLY EXCLUDES THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS AMIRA AND ITS PARENT, AFFILIATES, SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST REASONABLE LOSSES INCURRED IN DEFENDING ANY CLAIM, JUDGMENT OR PROCEEDING RELATING TO OR ARISING OUT OF: (I) CUSTOMER'S BREACH OF ITS REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND AGREEMENTS CONTAINED IN THESE TERMS; AND/OR (II) THE DISTRIBUTION, RESALE AND PROMOTION OF SERVICES BY CUSTOMER IF NOT EXPRESSLY PERMITTED IN THIS AGREEMENT. AMIRA WILL HAVE THE RIGHT TO CONTROL THE DEFENSE AND SETTLEMENT OF ANY CLAIMS SUBJECT TO INDEMNIFICATION HEREIN. AMIRA SHALL HAVE NEITHER LIABILITY NOR RESPONSIBILITY TO ANY PERSON OR ENTITY WITH RESPECT TO ANY LOSS OR DAMAGE ARISING FROM THE SERVICES, INCLUDING, WITHOUT LIMITATION, AMIRA'S FAILURE OR ALLEGED FAILURE TO FILL ORDERS BY CUSTOMER IN WHOLE OR IN PART. AMIRA DOES NOT GUARANTEE THAT ANY SERVICES WILL BE DELIVERED ERROR-FREE OR UNINTERRUPTED. AMIRA DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. AMIRA SHALL NOT BE LIABLE FOR



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WHETHER IN TORT, CONTRACT, STRICT LIABILITY, WARRANTY OR OTHERWISE, AND REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL AMIRA'S AND CUSTOMER'S TOTAL AGGREGATE LIABILITY IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER DURING THE MOST RECENT TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM.

9. GOVERNING LAW; JURISDICTION AND VENUE. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA AND THE UNITED STATES WITHOUT REGARD TO CONFLICTS OF LAWS PROVISIONS THEREOF, AND WITHOUT REGARD TO THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. THE JURISDICTION AND VENUE FOR ACTIONS RELATED TO THE SUBJECT MATTER HEREOF WILL BE THE STATE AND UNITED STATES FEDERAL COURTS LOCATED IN SAN FRANCISCO, CALIFORNIA, AND BOTH PARTIES HEREBY SUBMIT TO THE PERSONAL JURISDICTION OF SUCH COURTS.

10. **Entire Agreement and Amendment.** This Agreement, including any attachments or exhibits, other than any terms and conditions applying to the provision of product support and hosting services, constitutes the entire agreement between the parties concerning the Services, and can only be amended by a writing signed by authorized representatives of AMIRA and Customer.



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5214F Diamond Heights Blvd #3255
San Francisco, CA 94131
Remit Email: orders@amiralearning.com
Quote Date : 8/27/2024
Proposal No.: Q-66576

Prepared by: Heather Tennyson

Customer Contact: Diane Fix

Contract Term: 12 Months

Customer Name: Stillwater Public Schools

Start Date: 9/01/2024

Address: 314 S Lewis St
ACCOUNTS PAYABLE

End Date: 8/31/2025

Stillwater, OK, 74074-3515

Proposal Expiration: 9/30/2024

Product Description	Quantity	Annual Price	Months	Total
OK Amira K-2	1395	0	12	\$0.00
OK Amira 3-5	1385	0	12	\$0.00
Amira Suite Teacher License	305	0	12	\$0.00

Amount Due (PO Amount):	\$0.00
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IMPORTANT: Do not allow licensed product (as defined in said terms and conditions) to be installed or used without reading the terms and conditions of this agreement. If you are not willing to accept these terms and conditions, you must return the licensed product to Amira Learning within ten (10) days of receipt. By installing and using the licensed product as permitted by this license or ordering services (as defined below), you are agreeing to be bound by the terms of this agreement.



Istation

District

Signature

Signature

Printed Signature:

Printed Signature:

Title:

Title:

Dated:

Dated:

Please review and return this cost proposal with your signed Purchase Order to orders@amiralearning.com. Please include the Proposal Number above on your Purchase Order.

This cost proposal is for the purchase of the AMIRA software subscription and services set forth above, and is subject to and incorporates by reference the terms and conditions for the applicable products located at:

<https://amiralearning.com/terms-conditions.html> (the "Agreement"). By signing the attached Purchase Order, Customer represents and warrants that: (a) it has read and understands the Agreement that is incorporated by reference to this cost proposal and agrees to be bound by the terms of the Agreement, (b) it has reviewed and agree to the enumeration of the services included with the subscription, and (c) it has full power and authority to accept the Agreement and this cost proposal. The use of all software and delivery of any services provided for herein will be subject to the terms and conditions between ESC Region 4 ("Customer") and Amira Learning, Inc (AMIRA). All capitalized terms used in this proposal have the meanings stated in the Agreement, unless stated otherwise.

Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that AMIRA receives your Purchase Order. No modification of the Agreement shall be affected by Customer's use of any order form, purchase order, acknowledgement or other form containing additional or different terms.

**Stillwater Public Schools Supplemental Staffing Agreement
School Year 2024-2025**

This Supplemental Staffing Agreement (“Agreement”) is entered on the 1st day of July 2024 (the Effective Date”), by and between independent **School District No. 16 of Payne County, Oklahoma** (“Stillwater Schools”) with a notice address of 314 S. Lewis, Stillwater, Oklahoma 74074, and D&D Services, Inc. dba Aveanna Healthcare (the “Agency”), collectively referred to as the Parties. The purpose of this Agreement is to ensure the provision of nursing services to those students mutually agreed upon by the Parties each day school is in session.

Term and Termination of Agreement

This Agreement shall commence on the Effective Date and shall automatically terminate on June 30, 2025. Either Party may cancel this Agreement by giving the other Party 30 days written notice. Amendments to this Agreement require the written consent of both Parties.

Description of Services

The Agency shall, upon request of the Facility, supply qualified health care personnel licensed by the State of Oklahoma to the Facility for supplemental staffing. The Agency shall be responsible for the screening of all nursing personnel supplied pursuant to this Agreement, and to confirm the qualifications and competence of the personnel assigned. The screening process shall be determined by the Agency. However, the Agency agrees that all personnel sent to the Facility shall meet no less than the qualifications below. If the primary caregiver is unable to work on any given day that services are required, the Agency agrees to send a qualified replacement.

Agency Personnel Requirements

- TB screening
- Hepatitis screening
- Valid driver’s license
- Knowledge of universal precautions to prevent the transmission of bloodborne pathogens from exposure to blood and other potentially infectious materials
- Must satisfactorily pass competency evaluation
- Ability to read and write English
- Present in a professional manner
- Emotional maturity and ability to deal effectively with the demands of the job
- Adhere to the Facility’s dress code
- OK Screen (Oklahoma National Background Check Program)
- Copy of current nursing license
- CPR certified

The Agency staff rendering services to the Facility shall read and sign a confidentiality statement prior to reporting to work. The Agency’s employees are required to be familiar with and act in compliance with the Facility’s policies and procedures.

Liability Insurance

Agency shall obtain and maintain general and professional liability insurance, including malpractice insurance, in the amount of not less than \$1,000,000 for each occurrence, at its own expense, and will provide written proof of such coverage to the Facility upon request.

Agency-Independent Contractor

The Agency acknowledges and agrees that it is an independent contractor and all Agency personnel who perform services at the Facility shall be deemed employees of the Agency and not the Facility. Nothing in this Agreement shall be construed to constitute the Agency as an agent or employee of the Facility, nor shall anything contained in this Agreement. The Facility shall have no control or direction over the methods by which the Agency shall perform services and functions under this Agreement. The Agency shall withhold from compensation payable to its personnel, Federal income tax, FICA, and any other amounts required by law to be withheld by employers.

Indemnification

The Agency agrees to indemnify, defend and hold harmless the Facility from all liability, claims, demands, costs or judgements arising out of injury and damages caused (a) to the Agency's personnel, or (b) by the Agency's employees and negligence and/or intentional acts unless liability is caused by or arises from the negligence or intentional acts or omissions of the Facility's agents, employees, officers or partners.

The Facility agrees to notify the Agency within five working days of any claim made against it based on negligence and/or intentional acts of the Agency's agents, employees, officers or partners. To the extent permitted by law, the Facility agrees to indemnify and hold harmless the Agency from all claims, suits, demands, costs or judgements arising out of negligence and/or acts of the Facility's employees, agents, officers or partners.

The Facility, upon request, will supply to the Agency evidence of premise liability coverage. The Agency will furnish evidence of Workers' Compensation insurance for its employees, agents, officers or partners.

Recruitment of Agency and Facility Personnel

Recognizing the special nature of the relationship existing between each Party and that the recruiting and training of personnel by each Party is a costly and time-consuming endeavor, each Party agrees that it will not actively recruit each other's personnel. If such practice occurs, this would constitute a breach of this Agreement, and the Agreement will be terminated immediately. Furthermore, the Party in violation of this Agreement not to recruit personnel shall pay a \$1,500 fee to the other Party.

Right to Remove Personnel

If, at the sole discretion of the Facility, an employee of the Agency is deemed substandard while performing his/her duties, the Facility may direct the employee to leave the Facility's premises.

The Facility shall promptly notify the Agency immediately of such action and the Facility will be billed for hours worked up to the time of removal.

The Parties shall conduct their relationship and perform their duties under this Agreement in full compliance with applicable federal, state, and local laws, regulations and ordinations.

This Agreement constitutes the entire agreement of the parties with respect to the subject matter, hereof, and may be amended only in writing signed by both parties.

In witness hereof, the Parties hereto have executed this Agreement.

D&D Services, Inc. dba.
Aveanna Healthcare (Agency)

Rob Dennis

Name Rob Dennis

Title RVP - Ops

Address 6501 Broadway Ext
Ste. 180 Oklahoma City, OK 73116

Date 8/6/24

Stillwater Public Schools

President, Board of Education

Address: 314 South Lewis, Stillwater, OK 74074

Date _____

Ordered Services

If the student that the Agency is caring for is absent for any reason, the Facility may, at its discretion, reassign the employee sent by the Agency, for any purpose within the scope of this Agreement or may cancel services for the day, or part of the day, the student is absent. There will be no charge by Agency for days that services are completely canceled.

There is a four (4) hour minimum visit and visit charge for every shift worked.

Compensation

In the event a parent or guardian of the student that the Agency is caring for provides the Facility consent for the billing of Agency's services to private or public insurance available for the student, Agency agrees to directly bill the private or public insurance provider and to accept, as payment in full, that payment authorized by the private or public insurance provider. If such consent is not provided, the Agency shall bill the Facility for services rendered in accordance with the schedule of charges set forth in Addendum A. Payment is expected within thirty days from the date of invoice.

In instances where a nurse is required to ride the bus with a student, the billing for the LPN starts at the time the nurse arrives at student's home to wait for the bus.

Safety

The Facility and Agency agree that student safety is a top priority. Agency agrees that it shall not allow any Agency employee on Facility property, whether as an officer, agent, employee or contractor of Agency, who has been convicted of a felony within the past 10 years or at any time has been convicted of, or pled guilty or no contest to a charge involving (a) illegal chemical substances, or (b) a sexual offense. The Agency hereby certifies that no representative or employee of Agency is currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders Registration Act or the Mary Rippe Violent Offender Registration Act. Agency shall, upon request, submit written proof to the Facility's Department of Special Education and Student Services that its personnel have passed background checks including a nationwide criminal check, multistate sex offender check, OSBI criminal record check, and a current drug screening prior to entering upon Facility property.

COVID-19

Agency acknowledges Facility's COVID-19 requirements for individuals on Facility's campuses and agrees that Agency's employees: shall not enter any Facility site without checking their temperature to ensure a temperature below 100.4 degrees; have not tested positive for COVID-19; and have not, to their knowledge, been exposed to a person with COVID-19. Agency also agrees to adhere to Facility's mask requirements for individual present on its campuses as well as requirements for physical distancing and disinfection.

Miscellaneous

This Agreement is not assignable, and the obligations of this Agreement may not be subcontracted or otherwise delegated to others.

This Agreement shall be governed by, interpreted, and construed in accordance with the procedural and substantive laws of the State of Oklahoma.

ADDENDUM A

Service Rates

Hourly Bill Rates: Registered Nurse (RN) - \$55.00
 Licensed Practical Nurse (LPN) - \$36.00

***Holiday Designations**

New Year's Eve
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Eve
Christmas Day

**All holiday shifts will be billed at one and one-half times (1.5) the normal service rate.*

MEMORANDUM OF UNDERSTANDING: Mental Health Agency
School Year 2024-2025

THIS MEMORANDUM OF UNDERSTANDING (Agreement) is entered into on the Jul 1, 2024 by and between Independent School District No. 16 of Payne County, Oklahoma, hereinafter referred to as 'School District,' and Iowa Tribe Behavioral Health, hereinafter referred to as "Provider."

PREAMBLE

WHEREAS, Provider is engaged in the business of providing individual, family, and/or group mental health counseling for student populations; and

WHEREAS, Provider wishes to have access to the District's facilities in order to provide mental health and/or counseling services for students in the District, who would otherwise seek such services, subject to the terms and conditions contained herein; and

WHEREAS, the District recognizes that offering mental health and/or counseling services on-site provides significant benefits to the students without substantial disruption to the educational process.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. MAINTENANCE OF LICENSURE Provider shall maintain licensure as a licensed mental health professional (LMHP) or under supervision for licensure in the State of Oklahoma. If at any point Provider has allowed their license to lapse, expire, or otherwise become invalid, or if any other actions or omissions of Provider render them unfit or unable to perform the Services, this Agreement shall immediately terminate.
 - a. With prior approval from a school site, Case Management Level II and/or additional designated staff may provide services to support students with school-related goals, not to replace LMHP services, during pre-approved times. Without prior approval, care coordination may be terminated by district administration.
 - b. Behavioral Support Specialists must be trained by Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS) as well as have prior approval from the school site to provide services during school hours. An interview with the school principal(s) and Special Services Director(s) must be completed prior to being placed in a school. Behavioral Support Specialists are only in schools with embedded teams and are intended to be at the school site M-F during the entirety of the school day.
2. BACKGROUND CHECKS Provider will maintain updated contact information of staff who provide services in school sites. Background checks, including a nationwide criminal check, multi-state sex offender check, OSBI criminal record check, and current drug

screen, staff name/contact information, and a signed statement indicating that said staff has read and will abide by the expectations set forth in the SPS Mental Health Provider Handbook must be provided prior to visiting a school site for the first time. Further, Provider agrees that it will not hire any individual to perform Services on District property pursuant to this Agreement, whether as an officer, agent, employee, or contractor, who has been convicted of a felony within the past 10 years or at any time has been convicted of, or pled guilty or no contest to, a charge involving illegal substances or a sexual offense. Provider hereby certifies that none of its employees working on District property are currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders Registration Act or the Mary Rippy Violent Offender Registration Act.

3. RECORDS Provider will maintain all records, logs and documentation, including progress notes, prepared by the Provider concerning students in compliance with the Family Educational Rights and Privacy Act and any other applicable state and federal laws regarding confidentiality of this information. Further, Provider shall not have access to any pupil records maintained by the District without express written consent in accordance with Board policies and Administrative Regulations. All requests for pupil records must be submitted to the Assistant Superintendent of Educational Services in writing. After each meeting with a student at school, the District's Mental Health Provider Log will be completed. This applies to both embedded and visiting services.

RELATIONSHIP

- a. Independent Provider. Provider shall perform under this Agreement as an independent Provider, and not as an agent, employee, representative or partner of the District. Neither party shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as otherwise provided herein.
- b. Provider acknowledges that because Provider is not an employee of the District, the District will not pay for any employment-related expenses for Provider or provide Provider with any benefits of employment, such as health or disability insurance, retirement or welfare benefits, and the like.
- c. Non-assignment of Rights or Obligations. Provider shall not assign his/her rights or obligations under this Agreement or any other Agreement entered into between Provider or the District.
- d. Compliance with Board Policies and Administrative Regulations. Provider shall comply with all applicable Board policies and Administrative Regulations, including, but not limited to those, governing his/her presence on school grounds and interactions with staff, students, and community members. Provider shall receive a copy of the Mental Health Provider Handbook and agree in writing to adhere to all District policies and procedures.
- e. Currently enrolled SPS students are the only clients to be seen by the provider at any time on school property.
- f. Non-Exclusive Relationship. The District may enter into an Agreement with another individual/entity to provide similar (or the same) services to the students in the District, as those provided by Provider. The District has no obligation to

notify Provider, in writing or otherwise, upon entering into such an Agreement with another individual/entity.

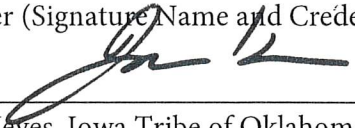
- g. Schedule and Site Expectations.
 - i. The District shall establish the schedule when Provider is permitted to offer the Services at the facility(ies) within the District, in order to avoid interfering with the operations of the District.
 - ii. Provider will not be issued any type of key or badge by the District to allow access to a locked area of the school facility, but will be given access to the area of the facility where services are to take place by District personnel.
 - iii. Prior to visiting a school for the first time, Provider will contact the SPS counselor for an introduction. Additional agency staff are expected to make contact with the school counselor prior to seeing any student at a school site for the first time.
 - iv. Provider may see a student only at the time specified by the principal and/or school counselor. Schedules for the students receiving services will be set accordingly to have the least impact on the student's instructional day. Provider shall provide the District with their schedule within those approved times.
 - v. Before providing services to a particular student on school property, Provider must provide proof that they have sought and obtained written permission from the student's parent/guardian (ROI). Students may not be seen at school without a current ROI on file. Provider is required to upload the ROI within 24 hours of seeing the student for the first time.
 - vi. Provider shall insure that the District has a current list of all students being served by the Provider. When a new student is going to be seen at school, the agency therapist will communicate with the SPS counselor to arrange details including but not limited to frequency of visits and level of need.
 - vii. Agency staff will sign in and out upon each visit to a school site and are required to wear a badge at all times.
 - viii. When requested, Provider will attend monthly Multidisciplinary Team (MDT) meetings to discuss student progress, address concerns, and consider additional services as needed.
 - ix. Provider must have parent permission to provide services during the school day. If the student has counseling as a related service on his/her IEP or the school cannot provide a confidential location for counseling, the Provider may take students off of school property to provide services pursuant to this Agreement. In such a case, Provider must obtain the written permission of the parent(s)/guardian(s) to take the student off of District property to provide counseling services and all counseling services for the student must be held off of District property.
 - x. All Providers must have in their possession, at all times, a current photo ID which identifies them as a staff member of Provider.

- xi. If, at any time, a Provider demonstrates actions which are inappropriate and create a disruption within the school, the principal may request them to leave and discontinue allowing them to see the student during the school day.
 - xii. The District may provide periodic written notice to students and families about the Services offered by Provider and the method to be used to access the Services. If provider intends to share information with the public regarding the Services offered at the District's facility(ies), Provider must submit such information to the District and obtain written approval from the District before publishing/issuing it. Such information must include explicit language stating that the Services are NOT SCHOOL SPONSORED SERVICES.
4. ASSUMPTION OF RISK Provider assumes all risk of property loss or damage and of personal injury or death, other than that caused solely by the gross negligence of the District, or its employees, which may be sustained by Provider or as a result of or arising in connection with performing Services.
 5. INSURANCE Provider agrees that prior to entering into this Agreement, Provider has obtained a Commercial General Liability ("CGL") insurance policy, Professional Liability insurance policy (PL) insuring Provider in an amount not less than \$125,000.00 for personal injury to or death of any individual, and \$1,000,000.00 in the aggregate for personal injury or death. Provider shall maintain any necessary liability insurance. Provider must add the District as an additional insured party on each policy and maintain the required insurance policies at all times while this Agreement is in effect. Provider agrees that it will furnish the District with verification of the insurance policies required by this Agreement. If any of the required insurance policies are canceled during this school year, Provider must immediately notify the District and cease providing Services.
 6. INDEMNIFICATION Provider agrees to and shall defend, indemnify and hold the District, its officers, administrators, board members, employees, agents, assigns, insurers and attorneys harmless from and against any and all liability, loss or expense, including reasonable attorneys' fees, or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of Provider, its officers, agents, employees, or contractors.
 7. TRANSLATION COSTS Provider shall be responsible for costs associated with provision of any required translation services for Limited English Proficient parents or legal guardians of students receiving Services pursuant to this Agreement.
 8. WAIVERS No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of such right or remedy with respect to such occurrence or event in the future. No waiver of any of Provider's obligations under this Agreement shall be effective unless in writing and signed by the District. No failure on the part of either party to exercise, and no delay in the exercising of, any right or remedy shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or future exercise thereof or the exercise of any other right or remedy granted hereby, by any related document or by law.

9. **AMENDMENTS** This Agreement may not be and shall not be deemed or construed to have been altered, modified, clarified, amended, rescinded, canceled or waived in whole or in part, except by written instrument signed by the parties hereto.
10. **SEVERABILITY** It is agreed that if any provision, or part of a provision, of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, then the parties shall use their best efforts to replace the invalid or unenforceable provision with a provision that, to the extent permitted by applicable law, achieves the purposes intended under the original provision. The balance of this Agreement shall remain valid, unchanged and in full force and effect.
11. **MISCELLANEOUS** This Agreement embodies the entire agreement and understanding between District and Provider relating to the subject matter of this Agreement, and supersedes all previous communications, representations, understandings, and agreements, whether oral or written.
12. **CHOICE OF LAW AND VENUE** This Agreement is to be governed by and construed in accordance with the laws, excluding the conflicts laws, of the State of Oklahoma. Any action to enforce this Agreement shall be brought in the State District Court for Payne County, Oklahoma or the United States District Court for the Western District of Oklahoma. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party. In the event of any suits or action or other proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses incurred therein. The confidentiality provisions of this Agreement shall survive the termination of this Agreement.
- Except and only to the limited extent necessary to allow the parties to enforce their rights and satisfy their obligations under this Agreement, nothing in this Agreement shall be construed or interpreted to affect a waiver, either limited or otherwise, of the Tribe's Sovereign Immunity from suit, and no waiver of the Tribe's immunity from suit may be implied from any related action or document executed hereunder including but not limited to the execution of any change orders by either party. Likewise, nothing in this Agreement shall be construed or interpreted to affect a waiver, either limited or otherwise, of the School District's immunity from suit, and no waiver of the School District's immunity from suit may be implied from any related action or document executed hereunder including but not limited to the execution of any change orders by either party.
13. **THIRD PARTY BENEFICIARIES** This Agreement is not a third-party beneficiary contract. No person or entity other than the Parties signing this Agreement shall have any rights under this Agreement.
14. **TERMINATION** This Agreement is effective as of July 1, 2024, and shall continue in effect through June 30, 2025, unless terminated earlier as provided herein. Either party may terminate this Agreement upon fourteen (14) days' written notice with or without cause, with or without a hearing.

Provider (Signature Name and Credentials)

Date


Jacob Keyes, Iowa Tribe of Oklahoma Chairman

Date

August 7, 2024

INDEPENDENT SCHOOL DISTRICT NO. 16
OF PAYNE COUNTY, OKLAHOMA President,
Board of Education

Date

Name of District signing official (credentials/Title)

Date

Pre-Employment Transition Services Coordination Pre-ETS COLLABORATIVE AGREEMENT FY2025

SECTION I - PURPOSE

This Collaborative Agreement (“Agreement”), effective as of the latest date of signature of all Parties or the 1st day of July, 2024 whichever is later, is entered into by and between the following Parties, also referred to herein as “Team Members” to promote collaboration in the delivery of Pre-Employment Transition Services (also referred to herein as Pre- ETS) for participants with a documented disability transitioning from secondary school to post-secondary education programs and/or competitive employment; for individuals with disabilities who are enrolled in secondary education and are eligible, or potentially eligible, to receive vocational rehabilitation services (VR) provided by Oklahoma Department of Rehabilitation Services (DRS).

- Stillwater Public Schools (also referred to herein as “Host School”);
- The Board of Regents of the University of Oklahoma, by and through University Outreach/College of Continuing Education’s National Center for Disability Education and Training (also referred to herein as “NCDET” or “University”).

The Rehabilitation Act of 1973 (Rehabilitation Act), as amended by the Workforce Innovation and Opportunity Act (WIOA), and the Individuals with Disabilities Education Act (IDEA), as amended, all require a formal mechanism in place to ensure coordination of transition services that are needed to provide a free appropriate public education to participants with a documented and to ultimately transition participants with documented disability to competitive integrated employment or post-secondary education.

The OBJECTIVE of this Agreement seeks to:

- Increase coordination between the Parties to identify and prepare participants with a documented way to move to post-secondary education and/or competitive integrated employment; based on participant need, considering strength, preferences, and interests.
- Improve transition planning by DRS and local education agencies (LEAs) for participants with disabilities to facilitate the development and implementation of that individual's education program.
- Strengthen relationship between the Oklahoma State Department of Education (OSDE), Oklahoma Office of Workforce Development (OOWD), LEAs, higher education entities, and businesses to facilitate successful outcomes for participants a documented disability.
- Engage, involve and educate families to increase participant success in post-school activities.
- Increase the number of participants reaching their individual education plan (IEP) and the DRS individual plan for employment (IPE) goals.
- Increase professional learning opportunities and share resources.
- Increase job training and education opportunities for people who have traditionally faced barriers.

TERM

The Parties agree that the effective period of this Agreement shall be the latest date of signature of all Parties, or **July 1, 2024, whichever is the latter, through June 30, 2025.**

This Agreement may be renewed for two (2) additional twelve-month periods. Any renewals are contingent upon the Department of Rehabilitation Services renewing the Pre-Employment Transition Services Agreement with the University.

SECTION 2 – DEFINITIONS (for the purpose of this agreement):

2.1 Workforce Innovation and Opportunity Act (WIOA): Reauthorizes the Rehabilitation Act of 1973 as amended, that established VR (29 U.S.C. § 701 et seq.) and creates the Pre-ETS set-aside (29 U.S.C. § 730 (d)).

2.2 Vocational Rehabilitation (VR): a federal program which promotes, assesses, plans, develops and provides services for individuals with disabilities, consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice, so they may prepare for and engage in gainful employment, as required by the Rehabilitation Act.

2.3 Oklahoma Office of Workforce Development (OOWD): carries out the vision of the Governor's Council for Workforce and Economic Development, provides technical assistance and coordinates strategic priorities and plans across education, training and economic agencies. Works to align and connect education and workforce resources, remove workforce barriers and better support Oklahoma employers and jobseeker.

2.4 Individual Education Plan (IEP): a written statement of the educational program required by IDEA for a participant with a disability designed to meet the participant's individual needs. The IEP has two general purposes: to set appropriate, measurable goals for the participant and to describe the specialized instruction and services the school district will provide for the participant.

2.5 Individual Plan for Employment (IPE): is required by the Rehabilitation Act, and is the roadmap developed jointly by the participant and the Vocational Rehabilitation counselor to help the participant with a disability reach a specific competitive, integrated employment goal.

2.6 Individuals with Disabilities Education Act (IDEA): is designed to ensure that all participants with a documented disability have available to them a Free and Appropriate Public Education (FAPE) that provides special education and related services designed to meet their unique needs and to prepare them for further education, employment and independent living; federal act codified at 20 U.S.C. § 1400 et seq.

2.7 Local Education Agency (LEA): a public board of education or other public authority legally constituted within a state for either administrative control or direction of, or to perform a service function for, public elementary schools or secondary schools in a city, county, township, school district or counties recognized in a state as an administrative agency for its public elementary schools or secondary schools; codified at 20 U.S.C. §1401 (19).

2.8 A participant with a disability: is an individual who is in an educational program; and

meets certain age requirements; and is eligible for and receiving special education or related services under IDEA; or is an individual with a disability for purposes of section 504 of the Rehabilitation Act.

2.9 Potentially Eligible: participants with a documented disability, including individuals ages 14-21 who have not applied or been determined eligible for VR services.

2.10 Competitive Integrated Employment: employment for an individual with a disability that is, among other things, compensated at a rate not lower than the minimum wage and is customary for the occupation and where the individual interacts with other persons without disabilities.

2.11 Pre-Employment Transition Services (Pre-ETS): activities provided through a subset of transition services, in partnership with LEAs, to help participants, and potentially eligible participants, with disabilities develop skills leading to success in employment and independent living after high school. These learning experiences are designed within an outcome-oriented process that promotes movement from school to post-school activities, including postsecondary education, vocational training, competitive integrated employment, financial literacy, and self-advocacy education to improve social and independent living skills. Pre-ETS are defined and authorized in accordance with 29 U.S.C. § 733.

The following are examples of activities that fall into the five required Pre-ETS categories:

- **Job Exploration Counseling:** discussion, activities, vocational evaluations or assessments on in-demand job opportunities intended to foster motivation and informed decision-making.
- **Work-Based Learning** – research and knowledge of work site tours, job shadowing, mentoring, internships, apprenticeships, short-term employment, volunteering, and on-the-job trainings;
- **Counseling on Post-Secondary Opportunities**—discussion and activities regarding college and other -post-secondary opportunities, academic and occupational training needed to succeed in the workplace, and providing resources that may be used to support individual participant success in education and training, such as disability support services and financial aid;
- **Workplace Readiness Training** (can be in a simulated or "real" work setting) - teaching social skills and independent living skills necessary to prepare for eventual employment, such as communication and interpersonal skills, financial literacy, transportation options, job-seeking skills, understanding employer expectations, and other "soft" skills necessary for employment; and
- **Self-advocacy**—training on rights and responsibilities; how to request accommodations or services and supports; communicating thoughts, concerns, and needs; peer-mentoring opportunities; and participating in leadership activities offered in educational or community settings.

SECTION 3 – RESPONSIBILITIES:

The Host School:

The school plays a significant role in the success of providing and coordinating transition services, specifically employment readiness instruction for participants with a documented

disability. Schools are bound by the specific content in the Individuals with Disabilities Education Act (IDEA) for the provision of secondary transition services and by coordinating services with other agencies who will pay for or provide transition services. Pre-Employment Transition Services are not meant to reduce the responsibility of schools to provide transition services. The intent is to enhance the resources available to participants with a documented disability through collaboration. Host School understands and agrees that they will not be reimbursed by the University for any costs incurred as part of the Pre- ETS program.

The Host School will:

- Upon receipt of proof from NCDDET that all NCDDET personnel participant under this Agreement have passed the criminal background record check, allow the NCDDET Pre-ETS staff access to DRS potentially eligible participants with a documented disability and/or DRS clients (in a group setting or one-on-one) to whom they can provide Pre-ETS instructional activities;
- work with the local DRS counselors to identify, recruit, and refer participants for vocational rehabilitation services;
- be responsible for collecting written parent authorization to allow their participant to participate in Pre-ETS activities;
- ensure school staff and/or a classroom teacher is present and assisting to ensure the highest engagement of the participants;
- communicate to the NCDDET Pre-ETS staff and DRS (if applicable) any concerns brought forth by a participant;
- provide information to assist staff providing Pre-ETS activities that will support the learning needs, adaptations, and/or modifications of program participants;
- assist with outreach to identify participants with a documented disability and assessment of their potential need for transition services and pre-employment transition services;
- promote networking and collaboration among families, schools, community agencies and employers;
- share career assessment and planning information with DRS and Pre-ETS staff;
- work collaboratively to increased number of participants obtaining their IEP and IPE goals;
- assist with the development of additional school sites by speaking with potential school leadership; and
- maintain confidentiality regarding program participants.

NCDDET:

The University of Oklahoma Outreach is a lifelong learning organization dedicated to helping individuals, businesses, groups, and communities transform themselves through knowledge. Established in 1965, the National Center for Disability Education and Training seeks to advance independent living, employment, and career opportunities for people with disabilities through innovative training and direct service.

NCDDET will:

- work in collaboration with DRS counselors, school transition personnel, and other persons supporting DRS potentially eligible participants with a documented disability

and/or DRS clients to provide Pre-ETS instructional activities in groups and/or individually;

- ensure its staff are trained and experienced in working with participants with a documented disability as well as developing business relationships;
- ensure its staff have successfully passed a criminal background check; and will provide the Host School proof prior to providing Pre-ETS activities,
- support the host school staff in planning for the transition of participants with a documented disability from school to post-school activities;
- work in collaboration with the teacher and current transition curriculum;
- work to increase employment and/or post-secondary participant success;
- work with local school districts to create greater access for participants with a documented disability and remove barriers into transition programs and activities;
- assist with outreach to identify participants with a documented disability and assessment of their potential need for transition services and pre-employment transition services;
- encourage community work experiences that provide the opportunity for participants with a documented disability to participate in skill development in community settings;
- promote networking and collaboration among families, schools, community agencies and employers;
- share career assessment and planning information with DRS and school staff;
- work with the local DRS counselors to identify, recruit, and refer participants for vocational rehabilitation services;
- communicate to Host School staff and DRS (if applicable) any concerns brought forth by a participant;
- assist with the development of additional school sites by speaking with potential school leadership; and
- maintain confidentiality regarding program participants.

Section 4 Special Terms and Assurances

A. Insurance

Each Party is hereby required to carry liability insurance or State of Oklahoma self-insurance adequate to compensate, in accordance with the limits of the Oklahoma Governmental Tort Claims Act, 51 O.S. 1991, sec 151, et seq., as amended, persons for injury to their person or property occasioned by an act of negligence by the party to be bound, its agents or employees. The Parties shall timely renew the policies to be carried pursuant to this section throughout the term of the Agreement, and provide evidence of such insurance and renewals upon request.

B. Equal Opportunity/Non-Discrimination

Each Party shall at all times comply with all federal laws relating to nondiscrimination, including, but not limited to, Presidential Executive Order 11246, as amended, and the Civil Rights Act of 1964, 42 U.S.C. §2000 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794.; the Americans With Disabilities Act of 1990, 42 U.S.C. §12101 et seq.; Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 et seq.; the Age Discrimination in Employment Act, 42 U.S.C. §6101 et seq.; and all amendments to these acts, and all requirements imposed by the regulations issued pursuant to these acts, including, but not limited to, providing equal

opportunity, both to those seeking employment and those seeking services, without regard to race, color, religion, sex, national origin, age, or handicap.

Each Party is an Equal Opportunity Employer, a provider of services and/or assistance, and is in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended and Executive orders 11246 and 11375. The Host School represents compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336), all amendments to, and all requirements imposed by the regulations issued pursuant to this act.

C. Drug-Free Workplace

Each Party represents compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part § 85.600 et seq.

D. Modification

The Agreement may only be modified by mutual consent of the Parties in writing.

E. Cancellation

1. With Cause: In the event the Host School fails to meet the terms and conditions of the Agreement, or fails to provide services in accordance with the provisions of the Agreement, the University may, upon written notice of default transmitted via Certified Mail to the Host School, cancel the Agreement effective upon receipt of notice or at 5:00 PM on the fifth calendar day from the date the University mailed the notice, whichever occurs first. Such cancellation shall not be an exclusive remedy, but shall be in addition to any other rights and remedies provided for by law.

1. Without Cause: It is further agreed that the Agreement may be canceled by either Party by providing thirty (30) days prior written notice.

F. Access to and Retention of Records

The Host School shall maintain adequate records regarding the Pre-ETS program and participant participation. Authorized personnel of the University, U.S. Department of Education or other pertinent federal agencies, and authorized personnel of the Oklahoma Department of Rehabilitation Services, and other appropriate state entities shall have the right of access to records of Host School which are pertinent to the performance of the Agreement, in order to audit, examine, make excerpts and/or transcripts. The Host School shall be required to maintain all records for three (3) years after all pending matters are closed.

G. Compliance with State and Federal Laws

Each Party to this Agreement shall comply with all applicable state and federal laws, rules and regulations relevant to the performance of the Contract. Compliance shall be the responsibility of the each Party, without reliance on or direction by the other.

Each Party hereto agrees to be responsible for its own negligent acts and omissions and those of its employees and agents as provided by the Oklahoma Governmental Tort Claims Act, 51 O.S. 1991, sec 151, et seq., as amended.

If the University notifies the Host School of a possible compliance issue, the Host School must submit an explanation to the University within forty-five (45) days of the notification. If upon receipt of the explanation the University determines the Host School is out of compliance, the Host School will have 30 days to remedy the non-compliance. If after that time the University determines the Host School has not resolved the compliance issue, the University may take any or all, but not limited to, the following options:

1. suspension of the Contract;
2. withholding of additional Contracts;
3. requiring an immediate audit of all records pertaining to the Contract;
4. the University, within 21 days of receipt of reports, shall complete review;
5. the University may choose to make an allowance on any compliance issue if appropriate documentation for the non-compliance action can be furnished.

Neither Party shall be liable for any damages resulting from any delay in delivery or failure to give notice of delay that directly or indirectly results from the elements, acts of God, delays in transportation, or delays in delivery by any cause beyond the reasonable control of the Parties.

H. FERPA

Each Party to this Agreement agrees to abide by the limitations on redisclosure of personally identifiable information from education records as set forth in the Family Educational Rights and Privacy Act (34 CFR 99.33(a)(2))

I. Clean Air Act

Each Party agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Host School agrees to report each violation to the University, and understands and agrees that the University will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.

J. Employment Relationship

This Agreement does not create an employment relationship. Individuals performing services required by the Agreement are not considered employees of the University. The Host School's employees shall not be considered employees of the University for any purpose, and as such shall not be eligible for benefits accruing to University employees.

The University shall provide access to staff as needed to meet the requirements contained herein.

K. Contract Jurisdiction

The Agreement will be governed in all respects by the laws of the State of Oklahoma. The State of Oklahoma, District Court of Oklahoma County will be the venue in the event any legal action is filed by the Host School or the University to enforce or to interpret provisions of the Agreement.

This Agreement is the product of negotiations between the Parties, each of which has had the opportunity to consult counsel prior to the execution hereof. Therefore, the Parties agree that if this Agreement needs to be interpreted by any court (or other tribunal) having jurisdiction, no conclusions or inferences of the law shall be drawn in favor of or against either Party on the basis of which Party drafted the term or provision at issue.

L. Severability

If any provision under the Agreement, or its application to any person or circumstance, is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of the Agreement or its application that can be given effect without the invalid provision or application.

M. Ownership and Copyrights

All curriculum, instructional materials, software, reports, and videos (hereinafter “Intellectual Property”) are being developed exclusively for the University or purchased by the University and shall be the property of the University. Intellectual Property created and copyrighted or trademarked by the other Party outside of the Contract shall be retained by same. This article shall not be construed to alter or diminish ownership rights provided under state or federal law or regulations.

N. Accessibility

Pursuant to Title 74, Section 85.7d and OAC 580:15-6-22 electronic and information technology procurements, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of State Finance. EIT Standards may be found at www.ok.gov/DCS/Central_Purchasing Upon request, the Host School shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system or application development/customization by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document.

O. Entire Agreement

This Agreement constitutes the entire Agreement and understanding between the Parties and supersedes all prior and/or contemporaneous discussions, representations, or contracts, whether written or oral, of the Parties relating to the work to be performed.

Section 5: Signatures

The Parties hereto agree that they may conduct the transaction by electronic means and hereby state that electronic signature shall have the same force and effect as an original signature.

THE HOST SCHOOL REPRESENTS THAT IT HAS READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT AND MADE NO CHANGES TO THE TERMS OF THIS AGREEMENT.

BY PLACING THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, THE HOST SCHOOL AGREES TO BE BOUND BY THIS AGREEMENT.

Host School

Signature

Date

Print Name and Signatory Title

In Process

**PARTICIPATION AGREEMENT AMONG
OKLAHOMA STATE DEPARTMENT OF EDUCATION (OSDE),
PUBLIC CONSULTING GROUP LLC (PCG),
AND THE SCHOOL DISTRICT
THE OSDE UNDER THE AUTHORITY OF AGREEMENT WITH
OKLAHOMA HEALTH CARE AUTHORITY (OHCA)
SCHOOL-BASED HEALTH SERVICES PROGRAM**

Stillwater Public School

Participating School District

314 S. Lewis

Street Address

Stillwater

OK

74074

City

State

Zip Code

This Participation Agreement (the “Participation Agreement”) is entered into by and among the Oklahoma State Department of Education (“OSDE”), Public Consulting Group LLC (“PCG”), and the above-referenced School District (“the DISTRICT”) as of July 1, 2024 (“Effective Date”).

We, the District, will be participating in:

- Fee-for-Service (FFS)
- Medicaid Administrative Claiming (MAC)*

*In order to participate in MAC, the District must participate in FFS

WHEREAS, the DISTRICT is a public school district that employs or contracts with health care providers to provide school-based health-related services to students including special-needs students; and

WHEREAS, the DISTRICT requires assistance in billing Medicaid for covered services that are provided to Medicaid-eligible students, and in collecting amounts billed; and

WHEREAS, OSDE is duly authorized to administer the Medicaid School-Based Health Services (SBHS) program pursuant to its June 2017 contract with the Oklahoma Health Care Authority (“OHCA”) (the “Authorizing Agreement”); and

WHEREAS, PCG is duly authorized to provide Medicaid claiming services to the DISTRICT, pursuant to its contract with OSDE (Purchase Order 2659019714 (the “PCG Contract”)); and;

WHEREAS, pursuant to the Authorizing Agreement and PCG Contract, in order to participate in the OSDE administered SBHS program, DISTRICT must record all health-related services they provide to special education students as well as the necessary claims

Requisition: 2650014757

support documentation in OK EDPlan™ (which include EasyTrac™); and the PCG Claiming System; and

WHEREAS, the DISTRICT wishes to participate in the SBHS program and allow PCG to coordinate Medicaid Administrative Claim (MAC) activities and for the DISTRICT to receive Medicaid claiming services from PCG pursuant to the terms and conditions contained in this Participation Agreement and in accordance with Authorizing Agreement and the PCG Contract; and

THEREFORE, OSDE, PCG, and the DISTRICT agree to the terms and conditions set forth in this Participation Agreement.

[Remainder of page intentionally left blank]

I. SCOPE OF SERVICES

- A.** PCG will perform the services and fulfill the operational responsibilities assigned to it in the attached **Exhibit A** and **Exhibit B**, in accordance with the terms and conditions of this Participation Agreement. The DISTRICT and OSDE will perform the services and fulfill the responsibilities assigned to them respectively in the attached **Exhibit A** and **Exhibit B**, in accordance with the terms and conditions of this Participation Agreement. However, PCG's performance of the services described in the attached **Exhibit A** and **Exhibit B** is expressly conditioned upon the DISTRICT's performance of its responsibilities and upon OSDE's performance of its responsibilities under the Participation Agreement and above-referenced **Exhibit A** and **Exhibit B**.
- B.** The parties to this Participation Agreement may expand the scope of this Participation Agreement to include other products or services offered by PCG, and to specify rates of payment for such products or services, by means of amendments to this Participation Agreement.
- C.** Additional scope of work if requested by the DISTRICT. As a participant in the OSDE SBHS program, districts will have the option to receive disability evaluation support through third party vendor PresenceLearning. This includes the following services:
- Direct evaluation support to Participating Districts of the OSDE Medicaid Program
 - Virtual Evaluations
 - Priority will be eligibility evaluations, followed by additional areas dictated by OSDE
 - District Engagement
 - Performance Reporting (Monthly)
 - Service Assessments and Feedback

II. TERM

- A.** The term of this Participation Agreement (the "**Term**") shall commence on the Effective Date and shall continue through June 30, 2025.
- B.** Notwithstanding the foregoing, this Participation Agreement will expire automatically upon the expiration or termination of the PCG Contract or the Authorizing Agreement, whichever occurs earlier.

III. CLAIMING AND COMPENSATION PROCEDURES

- A.** Pursuant to the Authorizing Agreement, the PCG Contract, and this Participation Agreement, including the exhibits hereto, PCG will submit

Medicaid reimbursement and quarterly MAC claims to OHCA on behalf of the OSDE and all DISTRICTs participating in the SBHS program.

- B.** Pursuant to Article 5.1.C of the Authorizing Agreement, for services rendered on or after July 1, 2018, OHCA will make payments directly to the DISTRICT, within 45 days of submission of a clean claim, and OCHA will invoice the DISTRICT for the State share of all such payments.
- C.** For fee-for-service claims the DISTRICT hereby agrees to pay PCG 10% of the federal share amounts received from OHCA on account of the above-referenced claims, as compensation for PCG services.
 - a.** PCG shall invoice the DISTRICT only after reimbursement has been received by the DISTRICT. Each invoice shall state the nature of the reimbursement received, the date of reimbursement, and the time period of the services provided by PCG.
- D.** For MAC the DISTRICT hereby agrees to pay PCG 10% of the federal share amounts received from OHCA, as compensation for PCG services.
- E.** Upon expiration or termination of this Participation Agreement, PCG shall be entitled to payments for services provided prior to termination. The parties acknowledge that one or more invoices may be submitted or recouped by PCG after the termination date, following reimbursements received by the DISTRICT on account of such services. Accordingly, the parties agree that the provisions associated with PCG's compensation shall survive expiration or termination of this Participation Agreement.
- F.** This Agreement provides a mechanism for payment to the DISTRICT by OHCA (through OSDE and PCG) using federal funds from CMS, and the parties agree that it in no way creates a requirement for OHCA to reimburse any DISTRICT from OHCA state funds.

IV. DISALLOWANCES

If a reimbursement is disallowed after it was paid to the DISTRICT, PCG shall return to the DISTRICT any fees that were paid to PCG by the DISTRICT under Section III.C & D with respect to the disallowed reimbursement in accordance with the following terms:

- A.** For disallowances on claims attributable to errors or omissions caused by PCG, PCG will work with the DISTRICT and take all reasonable actions to challenge the disallowance.
- B.** PCG shall not be obligated to reimburse the DISTRICT for a disallowance if the DISTRICT, OSDE, or OHCA does not allow PCG to fully participate in the review and audit process.

- C. PCG shall not be obligated to reimburse the DISTRICT for any disallowance resulting from the errors, acts, or omissions of the DISTRICT. PCG's billing or preparing any MAC claim on behalf of the DISTRICT is in good faith and the data DISTRICT enters is processed by PCG on an "as is" basis. The DISTRICT warrants that (i) service data entered into OK EDPlan™ and/or the PCG Claiming System and supporting claiming data furnished is accurate and complete and that (ii) the DISTRICT has appropriate records to substantiate claims submitted on their behalf by PCG.
- D. Subject to the terms provided in this Section, in the event claims are disallowed as a result of PCG's errors or omissions and federal funds are returned and all avenues for contesting the disallowance have been exhausted, PCG shall refund to DISTRICT an amount no greater than the amount paid by the DISTRICT to PCG on the amount disallowed and will not otherwise be liable for any further amount. Notwithstanding anything to the contrary, for the auditing process on claims attributable to errors or omissions caused by PCG, PCG shall bear the cost of such defense.

V. **RECORDS**

- A. Upon reasonable written notice, which will be no less than ten (10) business days, unless circumstances require a more rapid response at which time the parties will mutually agree on a response deadline based on the size, scope and urgency of the request, PCG shall allow the DISTRICT and OSDE and any of their duly authorized representatives or agents reasonable access to any records of PCG that are pertinent to this Participation Agreement for the purposes of audits or examinations, provided that (i) any audit or examination requiring physical access to PCG's records shall take place during PCG's normal business hours of operation and in a commercially reasonable manner; and (ii) absent exigent circumstances, neither the DISTRICT nor OSDE shall request more than one (1) audit or investigation within a calendar year.
- B. PCG shall maintain its records relating to this Participation Agreement for a period of at least six (6) years from the date of service or claim payment, whichever is greater. For fee-for-service claims, upon expiration or termination of the Agreement, and if the DISTRICT elects not to participate in the next successive term, PCG will provide the DISTRICT a zip file via SFTP file transfer to include claims information in either text format or Excel format going back six (6) years from the date of expiration or termination. If additional years are required, a different file format, and/or a delivery method other than SFTP is requested, PCG will provide the DISTRICT data in the requested date range and format and charge per hour to do so. The hours to complete the work will be priced at the prevailing PCG

developer rates. The DISTRICT shall be obligated to pay prior to delivery of the data.

VI. CONFIDENTIALITY

- A.** The parties recognize that this Participation Agreement concerns the use of information subject to federal and state laws including the Family Educational Rights and Privacy Act (“**FERPA**”) and the Individuals with Disabilities Education Act (“**IDEA**”).
- B.** The parties shall comply with the requirements of applicable federal and state laws relating to the confidentiality of information and agree to amend this Participation Agreement as may be necessary to reflect changes in the applicable law.
- C.** PCG shall request from the DISTRICT, and the DISTRICT shall provide to PCG, only such information as is reasonably necessary to effectuate the purposes of this Participation Agreement. PCG shall take steps to safeguard all confidential information that it receives or creates pursuant to this Participation Agreement.
- D.** PCG shall not use confidential information received from the DISTRICT identifying individual students for any purpose other than the purposes of this Participation Agreement or other purposes expressly directed or allowed by the DISTRICT in a writing signed by the DISTRICT, and shall immediately notify the DISTRICT (unless otherwise prohibited by applicable law) if such confidential information is subpoenaed or requested by a third party, or otherwise required to be disclosed by a lawful court order or by operation of law, or is improperly used, copied, or removed.
- E.** If the DISTRICT determines it necessary in order to comply with its obligations under law, the DISTRICT may examine facilities, systems, procedures, and records of PCG to the extent necessary in order to confirm the adequacy of security measures as they relate to this Participation Agreement, subject to adequate advance written notice of no less than ten (10) business days and any examination requiring physical access to PCG’s facilities or records shall take place during PCG’s normal business hours of operation and in a commercially reasonable manner.
- F.** Upon expiration or termination of this Participation Agreement, and subject to Section V.B above, PCG shall use reasonable and secure means to return or destroy (as directed in writing by the DISTRICT) all documentary information protected by federal or state confidentiality laws that was received or created by PCG under this Participation Agreement. To the extent that destruction or return is not feasible, PCG will continue to extend

the protections of the Agreement to such information and limit its further use, until such time as destruction or return is feasible.

- G. Nothing in this Participation Agreement is intended to confer any rights, remedies, obligations, or liabilities upon anyone other than the DISTRICT, PCG, and their respective successors and assigns.

VII. TERMINATION

This Participation Agreement may be terminated before the end of the term specified in Section II, as follows:

- A. **For Convenience:** The DISTRICT or OSDE may terminate the Agreement for convenience only if the DISTRICT or OSDE determines that termination is in the best interest of the party. The DISTRICT or OSDE shall terminate the Contract for convenience by delivering to PCG a Notice of Termination for Convenience specifying the terms and effective date of Agreement termination. The Agreement termination date shall be a minimum of 30 days from the date the Notice of Termination for Convenience is issued by the DISTRICT or OSDE.
- B. **For Cause:** Any party may terminate this Participation Agreement if another party materially breaches its terms. This provision applies only if the non-breaching party provides written notice to the breaching party, and allows at least five (5) business days to cure the breach before the effective date of termination stated in the notice.
- C. **Authorizing Agreement:** PCG or OSDE may terminate this Participation Agreement immediately upon written notice in the event that the PCG Contract or the Authorizing Agreement is terminated or materially amended in such a manner as to materially affect the purpose of, or obligations set forth in, this Participation Agreement.
- D. **Provider Qualifications:** PCG or OSDE may terminate this Participation Agreement immediately in the event that a health care provider for the DISTRICT fails to maintain appropriate licensure or other qualifications for providing covered services.
- E. **DISTRICT Qualifications:** PCG or OSDE may terminate this Participation Agreement immediately in the event that the DISTRICT fails to maintain appropriate qualifications for participating in the program.

VIII. OWNERSHIP INTERESTS AND LICENSE

Subject to the terms and conditions of this Agreement, including the DISTRICTS's performance of its obligations hereunder, PCG shall license its proprietary systems (i) EasyTrac™ (including application and related supporting services) and/or (ii) PCG Claiming System to the DISTRICT, as more fully described below.

A. Definitions:

- (i)** "EasyTrac™" means: (i) the Internet-based services described herein; (ii) all products related to such services; and (iii) the Documentation developed by PCG for distribution and use in combination with the foregoing.
- (ii)** "PCG Claiming System" means: (i) the Internet-based system PCG uses for MAC herein; (ii) all Random Moment Time Study and cost reporting services; and (iii) the Documentation developed by PCG for distribution and use in combination with the foregoing.

B. PCG grants to the DISTRICT, and the DISTRICT accepts, a non-exclusive, non-transferable, non-sublicensable right and license, during the Term only, to access via the Internet and use EasyTrac™ and/or the PCG Claiming System to the extent reasonably necessary in performing related service coordination functions.

C. PCG grants to DISTRICT, and DISTRICT accepts, a non-exclusive, non-transferable, non-sublicensable royalty-free license under PCG's copyrights in PCG's documentation, during the Term only: (i) to incorporate PCG's documentation, in whole or in part, into other written materials prepared by or for the DISTRICT with respect to EasyTrac™ and/or the PCG Claiming System; and (ii) to reproduce and distribute modified and original versions of PCG's documentation, in hard copy or in an on-line format, as part of the DISTRICT's documentation for EasyTrac™ and/or the PCG Claiming System, and, if such DISTRICT's documentation is in an on-line format, allow the DISTRICT users to make print copies of the same.

D. The DISTRICT shall not use or grant to any person or entity other than authorized the DISTRICT users the right to use EasyTrac™ and/or the PCG Claiming System, which users shall be subject to the terms set forth herein. The DISTRICT shall not distribute, market, or sublicense EasyTrac™ and/or the PCG Claiming System and shall not permit any DISTRICT user or third party to do so.

E. The DISTRICT shall ensure that appropriate proprietary notices indicating PCG's intellectual property rights in EasyTrac™ and/or the PCG Claiming System and related documentation are placed on all copies of written materials distributed by the DISTRICT relating thereto. Examples of such documentation include training materials and manuals. The DISTRICT

shall not remove, modify, or suppress any confidentiality legends or proprietary notices placed on or contained within EasyTrac™ and/or the PCG Claiming System, and shall not permit any DISTRICT user or third party to do so.

- F.** The DISTRICT shall not distribute any PCG documentation or intellectual property made available through this Agreement to any individual or organization that is not part of the DISTRICT or an authorized DISTRICT user and shall not permit any DISTRICT user or third party to do so.
- G.** The DISTRICT shall not transfer, rent, or permit access to EasyTrac™ and/or the PCG Claiming System to any third party, and shall not permit any DISTRICT user or third party to do so.
- H.** The DISTRICT shall not modify, decompile, disassemble, or otherwise attempt to reverse engineer EasyTrac™ and/or the PCG Claiming System or any portion thereof, and shall not permit any DISTRICT user or third party to do so.
- I.** The DISTRICT shall not circumvent any security protection within EasyTrac™ and/or the PCG Claiming System, and shall not permit any DISTRICT user or third party to do so.
- J.** Subject to the license rights granted to the DISTRICT by this Section, all right, title, and interest in and to EasyTrac™ and/or the PCG Claiming System, including the intellectual property rights and technology inherent in EasyTrac™ and/or the PCG Claiming System, are and at all times will remain the sole and exclusive property of PCG. No right to use, print, copy, distribute, integrate, or display EasyTrac™ and/or the PCG Claiming System, in whole or in part, is granted in this Agreement, except as is explicitly provided in this Agreement. Nothing contained in this Agreement will directly or indirectly be construed to assign or grant to the DISTRICT any right, title, or interest in or to PCG's intellectual property rights or other rights in and to EasyTrac™ and/or the PCG Claiming System or PCG's trademarks. Except as expressly authorized by this Agreement, the DISTRICT shall not use, display, copy, distribute, modify, or sublicense EasyTrac™ and/or the PCG Claiming System. PCG reserves all rights not expressly granted to the DISTRICT by this Agreement.
- K.** The DISTRICT acknowledges that PCG is and shall remain the owner of all rights, title, and interest in and to each of PCG's trademarks in any form or embodiment thereof and is also the owner of all goodwill associated with PCG's trademarks. All goodwill generated by the DISTRICT's use of EasyTrac™ and/or the PCG Claiming System with respect to PCG's trademarks shall inure exclusively to the benefit of PCG. The DISTRICT shall promptly notify PCG of any third-party infringements of any of the

PCG trademarks used in connection with EasyTrac™ and/or the PCG Claiming System, or any act of unfair competition by third parties relating to the PCG trademarks, within a reasonable time of the DISTRICT's knowledge of such infringements or acts.

- L. PCG reserves the sole and exclusive right at its discretion to assert claims against third parties for infringement or misappropriation of its intellectual property rights in EasyTrac™ and/or the PCG Claiming System.

IX. LIABILITY AND INSURANCE

- A. PCG shall defend, indemnify, and hold harmless the DISTRICT and OSDE from and against any suit, proceeding, assertion, damage, cost, liability, and expense (including court costs and reasonable attorneys' fees) incurred as a result of claims by a third party against the DISTRICT or OSDE, employees, or agents arising from or connected with a claim, related to this Agreement, that any EasyTrac™ and/or the PCG Claiming System infringes any valid patent, copyright, trade secret, or other intellectual property right under the laws of the United States, provided that the DISTRICT and OSDE promptly notifies PCG, in writing, of the suit, claim, or proceeding, or threat of suit, claim, or proceeding, and provides PCG with reasonable assistance for the defense of the suit, claim, or proceeding. PCG will have sole control of the defense of any claim and all negotiations for settlement or compromise.
- B. To the extent permitted by applicable law, the DISTRICT shall defend, indemnify, and hold harmless PCG from and against any suit, proceeding, assertion, damage, cost, liability, and expense (including court costs and reasonable attorneys' fees) incurred as a result of claims by a third party against PCG, employees, or agents arising from or connected with any acts or omissions by the DISTRICT.
- C. PCG shall not be liable to the DISTRICT and OSDE for consequential, incidental, exemplary, special or punitive damages resulting from or relating to the Agreement, whether based on breach of contract, tort, or otherwise, even if such party has been advised of the possibility of such damages. Under no circumstances shall PCG's aggregate liability under this Participation Agreement exceed an amount equal to the total compensation paid to PCG pursuant to this Participation Agreement. PCG will maintain adequate insurance coverage for purposes of this Participation Agreement, including commercial general liability, worker's compensation, and errors and omissions liability insurance. PCG will provide to the DISTRICT a certificate of insurance upon request. Such certificate shall provide for thirty (30) days' notice prior to modification of terms or termination.

X. SUCCESSORS AND ASSIGNEES

- A. The parties each binds itself, its associates, partners, successors, assigns, and legal representatives to the other parties to this Participation Agreement with respect to all covenants of this Participation Agreement.
- B. No party shall assign any interest in this Participation Agreement or transfer any interest in the same (whether by assignment or notation) without prior written approval of the other parties.

XI. APPLICABLE LAW AND EXCLUSIVE FORUM

This Agreement shall be governed by the law of the State of Oklahoma, and any civil action arising under this Participation Agreement shall be brought in the State of Oklahoma, Oklahoma County.

XII. COMPLIANCE WITH LAWS

- A. The parties shall comply with all applicable federal and state laws and regulations.
- B. This Participation Agreement and the transactions contemplated hereby are intended to comply with all applicable federal and state laws and regulations including but not limited to fraud and abuse laws. In the event that this Participation Agreement or any of the transactions contemplated hereby are determined not to be in compliance with such laws and regulations, the parties shall negotiate in good faith to modify the terms and provisions of this Participation Agreement to remedy any prior noncompliance. If compliance cannot reasonably be achieved, this Participation Agreement shall terminate at the election of any party and no party shall have any further rights or obligations hereunder, except as otherwise provided herein; provided, however, that the parties shall take all practicable action to remedy any noncompliance, if possible, including but not limited to repayment or return of any money or value received.
- C. This Agreement is intended to be interpreted as necessary to implement and comply with federal and state laws relating to confidentiality of health information and student information. The parties agree that any ambiguity in this Participation Agreement is to be resolved in favor of a meaning that complies with and is consistent with such laws.

XIII. EXTENT OF AGREEMENT AND ORDER OF PRECEDENCE

- A. This Participation Agreement represents the entire and integrated agreement among the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.
- B. This Participation Agreement may be amended or revised only by a written amendment signed by authorized representatives of all parties and referencing this Participation Agreement.
- C. The parties acknowledge that nothing in this Participation Agreement is intended to conflict with the PCG Contract or the Authorizing Agreement; in the event of a conflict between those agreement and this Participation Agreement, the terms and conditions of those agreement will govern, In the event of any conflict between the terms of this Agreement and the Attachments, the following order of precedence shall govern:
 - 1. Agreement
 - 2. Exhibit A – Operational Responsibilities
 - 3. Exhibit B – Compliance Checklist

XIV. PROCUREMENT

- A. The DISTRICT and OSDE are solely responsible for their compliance with applicable procurement laws and regulations.

XV. NOTICES AND CONTACT PERSONS

Any notices, requests, consents, and other communications hereunder shall be in writing and shall be effective either when delivered personally to the party for whom intended, or five days following deposit of the same into the United States mail (certified mail, return receipt requested, or first class postage prepaid), addressed to such party at the address set forth below, who shall serve as Contact Persons unless replaced by a party by written notice to the other party:

PCG

Cameron S. Lackey
Manager
Public Consulting Group LLC
545 Mainstream Drive Suite 220
Nashville, Tennessee 37228

OSDE

Ryan Walters
State School Superintendent (Or Designee)
Oklahoma State Department of Education
2500 North Lincoln Boulevard Oklahoma
City, Oklahoma 73105

DISTRICT

XVI. MISCELLANEOUS

- A.** The parties understand that PCG is not required to perform the services on a full-time basis for DISTRICT and may perform services for other individuals and organizations consistent with the limitations in this Agreement.
- B.** The failure of a party to enforce a provision of this Agreement shall not constitute a waiver with respect to that provision or any other provision of this Agreement.
- C.** If any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Agreement shall continue in full force and effect.
- D.** Except as expressly provided in this Agreement, PCG does not make any warranty with respect to the contracted services, whether express or implied, and specifically disclaims any implied warranties, whether of merchantability, suitability, fitness for a particular purpose, or otherwise for said contracted services.
- E.** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.
- F.** Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
- G.** The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement. nor the meaning of any provisions hereof.
- H.** Each party represents that: (1) it has the authority to enter into this Agreement; and (2) that the individual signing this Agreement on its behalf is authorized to do so.
- I.** The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

- J.** The provisions of this Agreement which by their nature would continue beyond the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties have executed this Participation Agreement as of the Effective Date written above.

For and on behalf of PCG:



Signature

Name: Cameron S. Lackey

Title: PCG Manager

Date: July 1, 2024

For and on behalf of the OSDE:

**Andrea
Fielding**

Digitally signed by Andrea
Fielding
Date: 2024.08.09
14:45:02 -05'00'

Signature

State Superintendent of Public Instruction or Designee

Andrea Fielding, Chief Operating Officer

For and on behalf of District:

Signature

Name:

Title:

Date Approved by School Board:

EXHIBIT A – OPERATIONAL RESPONSIBILITIES

Each of the parties to this Participation Agreement agree to fulfill the operational responsibilities assigned to it in this Exhibit A.

EXHIBIT B – COMPLIANCE AGREEMENT

Each of the parties to this Participation Agreement agree to fulfill the compliance responsibilities assigned to it in this Exhibit B.

EXHIBIT A
OPERATIONAL RESPONSIBILITIES
EFFECTIVE SCHOOL YEAR 2024-2025
SCHOOL-BASED HEALTH SERVICES PROGRAM

This exhibit provides the operational responsibilities assigned to the Oklahoma State Department of Education (OSDE), the School District, and PCG in accordance with the terms and conditions of the Participation Agreement for the Oklahoma Medicaid School-Based Health Services (SBHS) program.

OSDE

OSDE is the state agency responsible for oversight of Oklahoma public school district compliance with the requirements of the Individuals with Disabilities Education Act (IDEA), 20 USC § 1400, et seq. As part of that responsibility, OSDE is tasked with collecting and monitoring school district IEPs. Pursuant to the Authorizing Agreement between OSDE and the Oklahoma Health Care Authority (OHCA), OSDE has been charged with the responsibility of developing and approving program practices and policies and for the administration of the Oklahoma School-Based Medicaid program through a contracted third-party administrator, Public Consulting Group, Inc. (PCG), in collaboration with OHCA.

PCG

OSDE contracts with PCG to act as a third-party administrator to fee-for-service (FFS) and Medicaid Administrative Claiming (MAC):

FFS

1. Serve as the single point of contact for School Districts that are either interested in participating or are participating in the SBHS program.
2. Provide initial training to the School District's health-related provider's program liaisons that will cover the overall program, participation requirements, and the processes for logging services, claiming supporting documentation, managing caseloads, and generating service reports in OK EDPlan™.
3. Provide ongoing OK EDPlan™ and program support to the School District.
 - Email support will be provided via the email links on the OK EDPlan™. Message Board page
 - Phone support will be during the hours of 9:00 AM and 5:00 PM local time, excluding weekends and holidays. PCG will provide a toll-free or local number. This number will connect the School District contact with PCG's OK EDPlan™ help desk.
 - Provide annual ongoing training to the School District's health-related providers and program liaisons that will cover the overall program, participation requirements, and the process for logging services, claiming supporting documentation, managing caseloads, and generating service reports in OK EDPlan™.
4. Prepare and update as appropriate, a Compliance Checklist identifying the relevant Medicaid documentation rules for the OK School-Based Medicaid program.
5. Based on the information entered on OK EDPlan™ by School District as well as the compliance check options agreed to in the Compliance Checklist, process, generate, and submit claims to OHCA on behalf of OSDE and all School Districts participating in the program.
6. Bill Medicaid for School Districts properly logging services and claim support documentation in OK EDPlan™.

7. Review Remittance Advices from OHCA to reconcile, correct denied claims, and void claims as appropriate.
8. Generate and provide claiming and compliance reports to School District.
9. Perform annual program integrity reviews pursuant to the SBHS audit plan approved by OSDE.
10. Retain service documentation that supports its claims for Medicaid reimbursement and meets the minimum Medicaid and OHCA requirements for 6 years (OHCA Policies and Rules: 317:30-3-15). Records that are part of an ongoing compliance review, audit, grievance, or litigation require that the documentation be retained beyond 6 years.

MAC

PCG has developed a description of reimbursable MAC activities performed by District contract or salaried staff. This list is in accordance with CMS guidelines. A description of the MAC activities can be found in the Time Study Implementation Guide. Therefore, PCG will:

1. Review District MAC claims for Medicaid reimbursement on a quarterly basis.
2. Compile documentation as set forth by CMS guidelines and calculate a MAC claim for reimbursement.
3. Issue payment to the District representing all of the federal share of actual and reasonable costs less PCG's administrative fee for MAC activities provided by the District, as determined by CMS approved cost allocation methodologies and time study formulas.
4. Prepare claims to OHCA, on behalf of OSDE, to forward for funding to CMS for Title XIX participation.
5. Calculate MAC claims directly in the PCG Claiming System and District financial personnel will be able to view the calculation.
6. Notify the District in the event of any changes made by CMS to federal matching percentages or costs eligible for match.
7. Assist Districts via the help desk with program components including but not limited to education and training, and technical assistance for the SBHS program. The PCG Claiming System will provide a variety of resources.
8. Distribute MAC reimbursement funds to the District via Electronic Funds Transfer (EFT). PCG is obligated to reimburse funds to the extent that PCG receives funds from OHCA, excluding appropriate administrative fees as agreed between OSDE and PCG. PCG reserves the right to withhold distribution of payment(s) if the District is in a payback situation for any program component.

School District

FFS

1. Designate a liaison who has decision-making authority, or reports directly to someone who has such decision-making authority with respect to all matters in the Participation Agreement (including its exhibits). The liaison will serve as the primary point of contact with OSDE and PCG.
2. Actively participate in this program and be available for training sessions in accordance with an agreed schedule and for other required tasks, activities, and approvals.
3. Enroll as a Medicaid provider. This includes notifying Medicaid of any change in address, tax ID, or other information required to keep Medicaid provider enrollment records current at all times.
4. Obtain a National Provider Identifier (NPI) for billing transaction purposes.

5. Have its rendering providers enroll as a Medicaid provider (contract with OHCA), re-enroll as a Medicaid provider (re-new contract with OHCA) and obtain an NPI. The Medicaid provider ID and its effective dates must be recorded in OK EDPlan™. The School District must have all rendering providers linked to its Medicaid ID via Appendix A in OHCA's portal before submitting claims for Medicaid reimbursement.
6. Complete paperwork for PCG to submit and receive electronic claims and electronic Medicaid enrollment data on behalf of school district.
7. Obtain one-time written parental consent to disclose information and bill Medicaid for services and to provide the parent or guardian with initial and annual notice of the disclosure.
8. Obtain a separate physician referral for Physical Therapy services.
9. Obtain a separate prior authorization for Personal Care services.
10. Ensure that its rendering providers (employees or contractors who perform direct medical services) meet all of Medicaid's licensure, certification, and other criteria to qualify as Medicaid providers and provide services for which Medicaid reimbursement is claimed.
11. Initially set up and manage ongoing access and supervisor links for its health-related service providers in OK EDPlan™
12. Have its health-related service providers record all health-related services they provide to special education students in OK EDPlan™. PCG will not submit claims for any services not entered in OK EDPlan™.
13. Have its liaison record all necessary claim support documentation in OK EDPlan™.
14. Provide all services that are listed in the student's IEP, regardless of whether the services are Medicaid-covered and can be billed to Medicaid. (PCG will submit Medicaid claims only for Medicaid-covered services.)
15. Be responsible for the accuracy and completeness of the data its employees provide for claim submission. Errors must be corrected as soon as possible. School District, not OSDE or PCG, is accountable for any errors or omissions.
16. If audited by the State or Federal Government or their agents, disclose all Medicaid records required for audit purposes.
17. Safeguard student records in accordance with the Family Educational Rights and Privacy Act (FERPA), applicable provisions of HIPAA, and all applicable OK state laws.
18. Be responsible for informing its program participants of all relevant privacy regulations and policies.
19. Ensure the availability of non-federal (state/local) funds expended for Medicaid covered services equal to the required state share match. Districts can only use state/local monies for matching Medicaid. Districts may not use federal funds for the required match. If a federal grant has a cash match requirement, the funds used for the match cannot also be used as a match for Medicaid.
20. Participate in the program financing model by transferring state matching funds to OHCA, equaling the non-federal matching funds required for receipt of federal Medicaid funding for the service.
21. Retain service documentation that supports its claims for Medicaid reimbursement and meets the minimum Medicaid and OHCA requirements.
22. Comply with the requirements of the OK Medicaid Billing Services Compliance Checklist.
23. As used in this Exhibit, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of

computer data, or in any other form. In accepting any Contract with the State, the School District agrees that any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

The District is required to retain records relative to the Contract for the duration of the Contract and for a period of six (6) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the six (6) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the six (6) year retention period, whichever is later.

24. Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information School District submits as part of or in connection with a contract are public records and subject to disclosure. School District claiming any portion of their contract as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The Superintendent of OSDE (STATE OF OKLAHOMA) shall make the final decision as to whether the documentation or information is confidential.

District shall cooperate in the defense of any disallowance claim arising in connection with this Agreement. Any defense costs associated with the disallowance on claims attributable to errors or omissions caused by District shall be borne by District. District agrees and understands that the federal government may levy a disallowance on the Medicaid expenditures made in connection with this Agreement. District also agrees and understands that disallowances levied may or may not be upheld, in whole or in part, if appealed. District shall be responsible for any disallowance, deferral, or recoupment.

MAC

1. District will designate an employee(s) to act as a liaison with PCG for issues concerning this Agreement, administration of the MAC component of the SBHS program, and financial information. The District may choose to designate more than one person based on roles and responsibilities as Districts are required to have a replacement available to perform program requirements in the case of an absence. If the designated employee(s) changes roles or leaves the District must provide written notice to PCG within ten (10) business days.
2. District must participate in the fee-for-service component of the SBHS program in order to participate in the MAC component for reimbursement.
3. District will meet all deadlines to submit required information to PCG for the purposes of the SBHS program.
4. District must accept quarterly MAC reimbursement payment(s) via EFT and provide PCG the appropriate banking information to conduct the transaction. If there are changes to the District's bank information such as account number, the District must provide written notice to PCG within ten (10) business days. PCG is not responsible for any fees in the event the District does not provide correct or updated bank information.
5. The accounting system used by the District or its contractor must comply with the requirements contained in 2 CFR 220.
6. District must follow the policies and procedures contained in the "Time Study Implementation Guide" approved by CMS.
7. District will maintain or coordinate a contractor's assistance in maintaining an OSDE/OHCA/CMS approved MAC component to include training, the use of standardized sample forms, sampling, the development and maintenance of clearly identifiable cost accounting pools, and the application of sample percentages to accounting pools in a manner which will document the process for audits.

8. District will report quarterly salary and benefit, and contracted personnel costs for participants that are included on the related Random Moment Time Study (RMTS) staff pool list. Costs are reported on a cash basis. Each quarter's costs must be certified by an authorized financial representative of the District.
9. District must sign and return to PCG the non-federal matching dollars, also referred to as quarterly Certification of Public Expenditures (CPE) form(s), and/or other documentation determined by OHCA to be necessary to verify that the District has expended the state / local funds reflected in the certification. The CPE form must be signed and dated by an authorized financial representative on behalf of the LEA. The funds expended and reported in the CPE must be funds other than federal funds.
10. Quarterly CPE forms are generated with the claim and distributed electronically. The District will need to sign each quarter's CPE in the PCG Claiming System before disbursement of MAC funds.
11. District shall monitor employee participation to ensure that every RMTS form is completed. The District must meet the minimum return rate compliance of 85% of moments assigned each quarter. After the first quarter of RMTS non-compliance, the District is required to submit a Corrective Action Plan (CAP) outlining a plan to meet compliance. After two consecutive quarters of RMTS non-compliance, the District is required to document why the strategy in the CAP was not effective and submit a revised CAP. After three consecutive quarters of RMTS non-compliance, the District may be removed from participating in the MAC component of the SBHS program. Non-compliance measures may change at any time based on direction from OSDE/OHCA or a federal entity. Submission of and compliance with a CAP is not the exclusive remedy for non-compliance by the District. In addition to requiring the adoption and implementation of a CAP, claims for MAC may be denied and/or recouped as a result of non-compliance.

Compliance Reviews

1. A LEA receiving MSBC Program funds will be subject to a comprehensive compliance review conducted no less than once every four years. The LEA will comply with all required next steps as a result of findings.
2. Any recoupment or disallowance of funds for any reason, including as a result of an audit exception, disallowance or comprehensive compliance review, or deferral or denial by CMS or OHCA, will be the exclusive responsibility of the District, regardless of when the recoupment or disallowance is issued or whether the District has withdrawn from the SBHS program. PCG shall have no liability for any such recoupment or disallowance of funds. If a recoupment is requested, payment by the District is due on demand.
3. District will comply with all applicable federal, state, and local laws, rules and regulations, program requirements, OSDE and OHCA policies, and procedures governing performance of duties under this Agreement, including but not limited to an annual audit conducted in accordance with the Single Audit Act of 1984 and all applicable amendments.
4. District agrees to maintain and furnish records and documents from the date of payment, both medical and non-medical, as may be required by applicable federal and state laws. The LEA will allow PCG or designees reasonable access during regular business hours to review, copy or obtain specific records or documents and will cooperate with PCG or designee to facilitate the information and record exchanges necessary for quality management, utilization management, or other processes required for SBHS program operations.
5. District shall comply with all deadlines set by PCG regarding compliance reviews, deliverable and documentation deadlines, and respond to PCG in a timely manner. It is the responsibility of the District to stay informed regarding deadlines and program changes through, newsletters, trainings, as well communications sent by PCG.

6. Should a District not submit documentation that meets all SBHS program documentation requirements to substantiate cost reported or reimbursement received or fails to submit required documentation within the outlined required timeframe if/when selected for a compliance review all monies determined owed are subject to recoupment.
7. All documentation submission for compliance reviews must be made in an acceptable format depending on the content of the data and District is responsible for delivery timelines despite service provider or methods of delivery used. All data that contains private, confidential student data must be submitted securely, and the District is responsible for alternate submission arrangements should technology prohibit secure electronic data submission.
8. District documentation, data certifications, and submissions should undergo a thorough review and quality check by the District to ensure accuracy. Certification language should be reviewed carefully to understand responsibility of accuracy and acknowledgement of consequences before submission to PCG.
9. District will comply with all program requirements as outlined in the MSBC Program Handbook and AMPM chapter 710 specific to school-based claiming prior to submitting costs for MAC claims. The LEA will submit all financial supporting documentation upon request. The LEA shall not engage in unallowable practices such as back-dating or any other alteration of the source document in order to falsify program compliance.
10. District will cooperate with periodic compliance reviews conducted by PCG and will comply with recommendations that result from those comprehensive compliance reviews. District will supply a dual certified CAP certified by two District representatives for areas identified as non-compliant during a compliance review.

EXHIBIT B – COMPLIANCE AGREEMENT

Each of the parties to this Participation Agreement agree to fulfill the compliance responsibilities assigned to it in this Exhibit B.

EXHIBIT B
COMPLIANCE CHECKLIST
EFFECTIVE SCHOOL YEAR 2024-2025
SCHOOL-BASED HEALTH SERVICES PROGRAM

Public Consulting Group (PCG) has been retained by the Oklahoma State Department of Education (OSDE) to administer the School Based Health Services (SBHS) program for all participating school districts (hereafter referred to as “School District”). PCG will provide Medicaid billing services pursuant to the contract between the Oklahoma Health Care Authority (OHCA) and OSDE, the contract between OSDE and PCG, and the Participation Agreement among OSDE, PCG, and School District.

This Medicaid Billing Services Compliance Checklist is intended to help School District comply with applicable Medicaid billing requirements. It is a requirement of the SBHS program that OSDE reviews the Checklist together with PCG before the start of each school year, that OSDE executes the Checklist and delivers it to School District before the start of each school year, and that School District complies with the Checklist throughout the school year. The current Compliance Checklist will remain in effect until a new checklist is signed.

All Medicaid billing must be in compliance with all applicable Medicaid requirements, including those relating to documentation. School District’s failure to maintain the required documentation could result in a recoupment of Medicaid payments.

- **School District is responsible for the accuracy of the data it enters into OK EDPlan™, hereafter referred to as “PCG System” and data that it otherwise sends to PCG for Medicaid billing purposes.**
- **School District is responsible for ensuring that claims are not submitted for direct service delivery that was not provided. For example, School District must ensure that claims for direct service delivery are not submitted on dates when student attendance data does not show student as “present” in school.**
- **School District is responsible for maintaining all documentation necessary to support the payment of Medicaid claims.**
- **In the event of a state or federal Medicaid audit, School District is responsible for producing the required documentation, including documentation that may not be referenced in this Compliance Checklist.**
- **School District is responsible for controlling School District user access to the PCG System, including managing passwords and activating and inactivating user access.**

PCG will perform a review of participating School District information based on the data provided by the School District before using that data to bill Medicaid on behalf of School District. The purpose of such “pre-billing checks” is to help School District avoid the submission of claims to Medicaid that do not satisfy Medicaid requirements.

The following Compliance Checklist covers many standard Medicaid documentation requirements for school-based Medicaid direct services billing programs. This is not a comprehensive list of every requirement of the program for which School District will be responsible to provide supporting documentation. **It remains the responsibility of School District to ensure that it is not providing inaccurate documentation to PCG, or otherwise providing information that would lead to the submission of inaccurate claims.**

Please contact PCG if you have any questions about the foregoing outline, or any of the items below.

Services

The SBHS program covers the following services. PCG will provide Medicaid billing services, and pre-billing checks, for each of the following school-based services submitted by School District.

Audiology
Assistive Technology
Child Health Screening
Hearing Screening and Services
Immunizations
Nursing (LPN and RN)
Occupational Therapy

Personal Care
Physical Therapy
Psychological Evaluation and Testing
Psychotherapy Services
Speech Language Therapy Services
Therapeutic Behavioral Services
Vision Screening and Services

Pre-Billing Checks

The services selected above will be subject to the following pre-billing checks. These checks do not relieve the School District of its responsibility to provide and maintain accurate documentation and information.

1. Medicaid ID

REQUIREMENT: Every student for whom a service is provided must have a valid Medicaid ID.

School District is responsible to provide correct student demographic data necessary to determine if the student has a Medicaid ID.

PCG will check Medicaid ID, based on School District data.

Before billing Medicaid, PCG will check Medicaid enrollment data obtained from the State Medicaid agency to confirm that the student has a valid Medicaid ID. If student does not have a valid Medicaid ID, the service will not be billed.

How should PCG expect to receive this information from School District?

Enrollment information will be obtained from the PCG System. The data that generates said information comes from School District.

2. Service Date Span

REQUIREMENT: Each service submitted to Medicaid must be within the time period that the student is covered by Medicaid.

PCG will check Medicaid Service Dates, based on School District data.

Before billing Medicaid, PCG will check Medicaid enrollment data to confirm that the service delivery dates are within the Medicaid date spans obtained from the State Medicaid agency. If the service date is not within the Medicaid date spans, the service will not be billed.

How should PCG expect to receive this information from School District?

Service information will be obtained from the PCG System generated by the data entered by School District.

3. Age

REQUIREMENT: Each service submitted to Medicaid must be age-appropriate.

School District is responsible to provide correct student demographic data necessary to determine if the student is the required age.

PCG will check student Age, based on School District data

Before billing Medicaid, PCG will check that the student is the required age on the date of service, based on Medicaid rules for the type of service submitted. For example, a student must be 3 years and older to receive a school-aged service. If the student is not of the appropriate age, then the service will not be billed.

How should PCG expect to receive this information from School District?

Demographic info will be obtained from the PCG System. The data that generates said information comes from School District.

Age Range: Between 3 years and less than 21 years as of the date of the school-based service.

4. Diagnosis Code

REQUIREMENT: Each service submitted to Medicaid must include a diagnosis code.

School District is responsible for verifying that the appropriate diagnosis code is selected and documented in the PCG system.

PCG will check that School District provided a diagnosis code, based on School District data.

Before billing Medicaid, PCG will check that School District has provided a diagnosis code pursuant to OHCA Policies and Rules 317:30-5-4. If a diagnosis code is not provided by School District, the service will not be billed.

Please select the method by which diagnosis codes are provided to PCG:

Provider-selected diagnosis code will be documented in the service log in the PCG System by School District. PCG will extract the diagnosis codes prior to each billing cycle.

School District is responsible for verifying that the appropriate diagnosis code is selected and on file.

5. Individualized Education Program (IEP) Dates

REQUIREMENT: Each service submitted by School District to PCG that requires an IEP for Medicaid billing must be supported by an IEP effective on the date of service documented by School District. It is

School District's responsibility to make sure that the IEP includes the student's name; description of medical condition; achievable, measurable, time-related goals and objectives that are related to the functioning of the student; the type of services the student will need, and the frequency and estimated length of treatments; and the duration of treatment. Note - PCG will not check or confirm that the IEP includes these items; School District must check and confirm that the applicable IEP has all necessary information for any service that School District submitted pursuant to that IEP. The recommendation for the services identified in the IEP, and the recommendation for the appropriate scope, frequency and duration of the service, must be made by a licensed practitioner of the healing arts operating within their scope of practice.

PCG will check that service delivery dates are within the IEP date span, based on School District data.

Before billing Medicaid, PCG will check that the service delivery dates are within the IEP date span in the PCG System. *It is the responsibility of School District to ensure that the related service is prescribed in the IEP for the appropriate duration to support billing.* If the service date is not within the IEP date span, the service will not be billed.

How should PCG expect to receive this information from School District?

IEP dates will be obtained from the PCG System. The data that generates said information comes from School District.

6. Referral/Order/Physician Authorization

REQUIREMENT: Physical Therapy services must be ordered in writing by a physician (M.D. or D.O.) to be covered by Medicaid; the prescription must be updated annually and maintained in the student's health record.

School District is responsible for ensuring that services with referral/order/physician authorization, and those with dates of service within the effective date of the physician's order, authorization, or referral, are documented in the PCG System.

Before billing a therapy service for Physical Therapy services, PCG will check the date of the physician's order, referral, or authorization, based on School District data.

Before billing Medicaid for a specified therapy service, PCG will check that the date of service is within the effective date of the physician's order, authorization, or referral provided by School District. If the service date is not within the effective dates of the order, authorization, or referral, the service will not be billed.

How should PCG expect to receive this information from the School District?

School District will enter these dates into the PCG System. PCG will extract these dates prior to each billing cycle.

7. Supervisor Sign-Off

REQUIREMENT: Certain specified services may be provided under the direction of or under the supervision of another clinician. For the supervising clinician, "under the direction of" means that the clinician is supervising the individual's care which, at a minimum, includes seeing the individual initially, prescribing the type of care to be provided, reviewing the need for continued services throughout treatment,

assuring professional responsibility for services provided, and ensuring that all services are medically necessary. "Under the direction of" requires face-to-face contact by the clinician at least at the beginning of treatment and periodically thereafter.

School District is responsible for ensuring that providers who meet the Medicaid qualifications have access to document services in the PCG System and that services delivered by providers requiring Supervisor Sign-Off are approved.

PCG will conduct Supervisor Sign-Off checks prior to billing for Nursing, Occupational Therapy, Physical Therapy, Speech Therapy, Therapeutic Behavioral Health, Hearing and Vision services.

For staff members who require documentation review, the supervising provider will use the service log approval wizard in the PCG System to approve appropriately supervised services. Before billing for these services, PCG will check to see if the services by providers without full licensure were approved in this way by School District. If the services are not approved in this way by School District, the services will not be billed.

How should PCG expect to receive this information from School District?

Service provider (clinicians, assistants, and aides) access and usage in the PCG System is managed by School District. The set-up requires School District to maintain and enter any supervisor signoff requirements.

Supervisor signoff information will be obtained from the PCG System. The data that generates said information comes from School District.

8. Provider Qualifications

REQUIREMENT: All School District service providers (clinicians, assistants, and aides) participating in the Medicaid school-based billing program must meet Medicaid and State license/certification requirements, as specified in State Medicaid billing rules. (Select one policy below.)

School District is responsible for ensuring that providers who meet the Medicaid and State license/certification requirements have access to document services in the PCG System. It is the responsibility of School District to obtain and maintain licensure/certification information.

PCG will conduct a pre-billing check that the date of service was a date on which provider was qualified, based on School District data.

Before billing Medicaid for a documented therapy service, PCG will check that the date of service was within the period that the provider was met Medicaid and State license/certification requirements, based on School District data in the PCG System. If the service date is not within the qualification dates, the service will not be billed.

How should PCG expect to receive this information from the School District?

Service provider (clinicians, assistants, and aides) access and usage in the PCG System is managed by School District. The set-up requires School District to enter licensure/certification information for Health-related staff and update it at minimum annually thereafter.

Licensure/certification information will be obtained from the PCG System. The data that generates said information comes from School District.

9. Parental Consent to Access Public Benefits or Insurance

REQUIREMENT: Under 34 CFR §300.154(d)(2)(iv), a public agency must obtain a one-time written parental consent before accessing a child’s or parent’s public benefits or insurance for the first time. Paragraph (A) of § 300.154(d)(2)(iv) describes the specific elements of the written parental consent that a public agency must obtain under FERPA and IDEA before it may release for billing purposes a child’s personally identifiable information to a public benefits or insurance program (e.g., Medicaid). Paragraph (B) of § 300.154(d)(2)(iv) requires that the onetime consent must specify that the parent understands and agrees that the public agency may access the child’s or parent’s public benefits or insurance to pay for services. A public agency must also provide initial and annual written notification as described in 34 CFR §300.154(d)(2)(v) to ensure that parents are fully informed of their rights before a public agency can access their or their child’s public benefits or insurance to pay for services under the IDEA.

Under all circumstances, School District is responsible for maintaining copies of parental consents to access public benefits as well as written notifications and, if applicable, revocations of such consents.

PCG will conduct a pre-billing check for parental consent to access public benefits, based on School District data

If the student has a consent date before the service date, and there is no revocation of consent documented thereafter, then the services will pass the check and be eligible for billing. If the service date does not follow an effective parental consent date, the service will not be billed.

How should PCG expect to receive this information from School District?

School District will enter the date of parent consent into PCG System.

10. Non-School Days (Weekends, Holidays, etc.)

REQUIREMENT: Claims may not be submitted for services on days when school is not in session, including but not limited to holidays, professional development days, weather-related closures, and weekends.

PCG will check Non-School Days before billing, based on School District data.

Before billing Medicaid, PCG will check that the date of service does not fall on a Non-School Day as defined in School District’s PCG System calendar. If the service date falls on a Non-School Day, the service will not be billed.

PCG will check Weekends before billing, based on School District data.

Before billing Medicaid, PCG will check that the date of service does not fall on a weekend as defined in School District’s PCG System calendar. If the service date falls on a weekend, the service will not be billed.

How should PCG expect to receive this information from School District?

Calendar info will be obtained from the PCG System. The data that generates said information comes from School District.

11. Prior Authorization

REQUIREMENT: Personal Care services must be prior authorized by the Medicaid agency or an agent of the Medicaid agency to be covered by Medicaid; the prior authorization must be updated annually and maintained in the student's health record.

Before billing for Personal Care services, PCG will check the date of the prior authorization, based on School District data.

Before billing Medicaid for a specified therapy service, PCG will check that the date of service is within the effective date of the prior authorization provided by School District. If the service date is not within the effective dates of the order, authorization, or referral, the service will not be billed.

How should PCG expect to receive this information from the School District?

School District will enter these dates into the PCG System. PCG will extract these dates prior to each billing cycle.

Educational Affiliation Agreement

Between

**Independent School District No. 16 of Payne County, Oklahoma
D/B/A Stillwater Public Schools**

And

Oklahoma State University Department of English

THIS AGREEMENT is entered into this 1st day of July 2024, by and between Stillwater Public Schools Independent School District No. 16 of Payne County, Oklahoma, hereinafter referred to as the Facility, and OKLAHOMA STATE UNIVERSITY, on behalf of its DEPARTMENT OF ENGLISH, hereinafter referred to as the College.

WHEREAS, the College desires to secure fieldwork/observational experience for its students and the Facility is capable of providing this experience to support this intern/student teaching/ student observation program and maintains facilities suitable to provide desired experience for students of the College.

THEREFORE, The PARTIES AGREE TO THE FOLLOWING:

A. RESPONSIBILITIES OF THE COLLEGE:

1. The College will instruct its students to abide by all policies, procedures and rules of the Facility. In matters relating to pupil activities, students will take direction from authorized Facility personnel.
2. The College agrees to provide a verifiable Oklahoma State Bureau of Investigation (OSBI) background check that has been completed within one academic year, or have the Facility do a background check at the cost of \$21.00 for students. The completion of the OSBI name check will not necessarily require Facility to accept the candidate in a field experience/internship.
3. All student participants must be mutually acceptable to both parties and either party may withdraw a student from the program if they believe it is not in the best interest of the student or the program to continue.
4. The College, as an agency of the State of Oklahoma, is self-insured. Liability coverage is provided under the Oklahoma Governmental Tort Claims Act, Title 51 Oklahoma Statutes, Section 151 et seq. The College shall be liable only to the limits contained therein. The College will not be responsible for maintaining coverage for any liability arising from the acts and/or omissions of the employees, representatives or agents of the Facility.

4. The College understands and agrees that its personnel, faculty and students are not eligible for coverage under any of Facility's benefit plans or programs of whatever kind or nature, including without limitation, Facility's workers' compensation insurance and unemployment compensation insurance. The College shall provide workers' compensation and unemployment compensation coverage as required by applicable law.
5. Both parties understand and acknowledge that the College's students shall not be considered employees of either College or Facility.

B. RESPONSIBILITIES OF THE FACILITY:

1. The Facility will provide qualified personnel for the guidance of students who are placed with the Facility for programs and provide direct guidance, supervision and involvement for those students. If necessary and able, the Facility will have field experiences through virtual tools and/or videos.
2. The Facility will provide Occupational Safety and Health Administration (OSHA) training. This training must be completed prior to the on site experience.
3. The Facility will provide appropriate and adequate facilities for learning purposes including sufficient space for teaching purposes and conferences with students.
4. The Facility will provide instructional materials, library facilities, and other training aids as needed to the faculty/liason and student of the College for training purposes. The Facility will inform the College of any change in policy, rules or regulations which will affect the students or faculty of the College.
5. The Facility will maintain adequate insurance to provide coverage for the liabilities arising from the acts and/or omissions of employees, representatives or agents of the Facility who are participating in the internship program with the College.

C. DURATION

1. The effective date of this agreement is July 1, 2024 until June 30th, 2025. It shall continue in force until cancelled by written notice by either party to the other, no less than one semester in advance of the desired date of termination.

D. NON-DISCRIMINATION

1. During the period of this agreement, the College agrees to comply with TITLE VII of the Civil Rights Act of 1964, TITLE IX of the Education Amendments Act of 1972 and Section 504 of the Rehabilitation Act of 1973 and both parties agree not to discriminate against any person on the basis of race, color, sex, religion, national origin, age or disability. Executive Order 11246 and Executive Order 75-5 are both incorporated herein by reference and applicable to this agreement.

E. ANNUAL REVIEW

1. This agreement will be reviewed annually. It may be altered or modified in writing by mutual written consent of the Facility and the College.

COLLEGE

OSU Department of English



Signature

Dr. Jeff Menne
Department Head
OSU Department of English

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FACILITY

Stillwater Public Schools Independent School
District No. 16 of Payne County, Oklahoma

Signature

Dr. Marshall Baker
President
Stillwater Public Schools Board of Education

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SCHOOL OF
Allied Health

Athletic Training
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UNIFORM CLINICAL AFFILIATION AGREEMENT

WHEREAS, **Oklahoma State University Center for Health Sciences - Department of Athletic Training**, hereinafter referred to as "College," and **INDEPENDENT SCHOOL DISTRICT NO. 16 OF PAYNE COUNTY, OKLAHOMA d/b/a STILLWATER PUBLIC SCHOOLS** hereinafter referred to as "Clinical Facility", hereby form an affiliation for the Development of teaching programs in health care.

WITNESSETH:

WHEREAS, the parties named above are desirous of entering into this Agreement in order to set out their respective rights and duties hereunder; and,

WHEREAS, the goal of this Affiliation Agreement is to provide a learning experience for Athletic Training students in said Clinical Facility which the parties feel is essential to the education of the students; and,

WHEREAS, College, by association with Clinical Facility, will gain additional clinical facilities for teaching purposes and such affiliation will provide didactic resources to its Athletic Training students; and,

WHEREAS, it is the desire of said Clinical Facility and College to have teaching programs that are mutually coordinated and mutually beneficial; and,

WHEREAS, Clinical Facility and College wish to operate in a close affiliation and maintain high standards in health care and education as outlined by the various accrediting bodies of all parties; and,

WHEREAS, it is the desire of all parties to use Clinical Facility; and,

WHEREAS, Clinical Facility and College desire continuity of programs;

NOW, THEREFORE, the parties agree as follows:

- 1) College agrees to certify Athletic Training students of said College for clinical training at such reasonable times and in reasonable numbers as shall be mutually approved, providing professional and academic information (which shall be confidential in nature) about the assigned Athletic Training students as may be reasonably required by the Clinical Facility
- 2) All Athletic Training students who receive a portion of their education at the Clinical Facility will be directly supervised by the designated Clinical Faculty, or his/her designee, who shall be affiliated with the College and approved by the Clinical Facility Administrator.
- 3) Athletic Training students are not to be deemed employees of the Clinical Facility, nor should the facility pay them any compensation. Further, it is understood that the Athletic Training student will not be entitled to any employee benefits. The complete responsibility and control over the academic-related actions or non-actions of the Athletic Training students, performing hereunder, shall be with the College, the College's Clinical Faculty, and the attending supervisor(s).
- 4) Clinical Faculty or Clinical Facility may request College to withdraw any Athletic Training student whose conduct or practice is not in accordance with the requisite standard of care and College agrees to review and honor all such legitimate requests. The College, furthermore, may withdraw any Athletic Training student whose progress, conduct, or performance in practice does not meet its standards for continuation of the program.
- 5) College faculty members without staff appointment may observe and evaluate said Athletic Training students, but shall not supervise them.
- 6) College may assist Clinical Facility in rendering a service to the community; or in enlarging its scientific activities, if desired and approved by the Clinical Facility Administrator.
- 7) College retains exclusive power of appointment of its faculty.
- 8) Nothing in this Agreement shall be construed to limit the authority of the College over the education of its Athletic Training students, establishment of its curricula, or other operations and functions of the College, which remain the sole responsibility of the College.
- 9) All patients participating in the teaching program will be determined by the medical staff of said Clinical Facility. It is the responsibility of the Clinical Faculty, designated by the

College and/or the attending supervisor(s), to ensure that informed patient consent has been given by each individual patient participating in the teaching program.

- 10) Athletic Training students serving clerkships in the Clinical Facility shall be responsibly involved in patient management and allowed to participate in patient care from admission to discharge and aftercare, subject to limitations provided by law and restrictions imposed by the attending physician(s). The Clinical Facility shall provide adequate facilities for Athletic Training students to make this program effective.
- 11) Athletic Training students from the College assigned to Clinical Facility shall be covered by professional liability insurance in accordance with the college or University's prevailing policies. College shall provide evidence of this coverage at the request of Clinical Facility
- 12) The Clinical Facility will maintain continual evaluation of the quality of patient care to ensure that it meets professional standards.
- 13) The Clinical Facility and said College recognize the legal requirements involved in the area of civil rights and will not discriminate because of race, creed, color, sex, age, or national origin.
- 14) Other terms and conditions:
 - Athletic Training students will be required to complete all state-required OSHA trainings.
 - Athletic Training students will be required to have a cleared background checks on file with the Clinical Facility.
- 15) This Agreement shall be in effect the day and year hereinafter written and shall continue in full force until June 30, 2025 and thereafter from year to year. Either party may terminate this Agreement, without further cost or liability of any kind or nature, by submitting written notice to the other, 90 days prior to the date that termination is required.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, effective the 30th day of September, 2024.

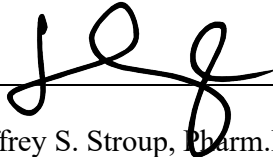
INDEPENDENT SCHOOL DISTRICT NO. 16
OF PAYNE COUNTY, OKLAHOMA d/b/a
STILLWATER PUBLIC SCHOOLS

OKLAHOMA STATE UNIVERSITY
CENTER FOR HEALTH SCIENCES
COLLEGE OF OSTEOPATHIC MEDICINE

By: _____

Title: School Board President of Stillwater Public Schools

Date: _____

By:  _____

Title: Jeffrey S. Stroup, Pharm.D., BCPS, FCCP
Provost of OSU CHS

Date: _____

PROFESSIONAL LIABILITY INSURANCE INFORMATION SHEET

Name (please print) _____

Address _____

Phone _____

Professional Liability Insurance Co. (Complete name and address)

Financial Limits _____

Type of Coverage: _____ Claims Made _____

Occurrence _____

Date of Expiration _____
(Month) (Day) (Year)

I hereby agree that the information I have provided is correct and complete to the best of my knowledge, and further, that any changes in this information will be forwarded to the Oklahoma State University College of Osteopathic Medicine.

Date

Signature

Educational Affiliation Agreement

Between

**Independent School District No. 16 of Payne County, Oklahoma
D/B/A Stillwater Public Schools**

And

Oklahoma State University School of Kinesiology, Applied Health and Recreation

THIS AGREEMENT is entered into this 1st day of July 2024, by and between Stillwater Public Schools Independent School District No. 16 of Payne County, Oklahoma, hereinafter referred to as the Facility, and OKLAHOMA STATE UNIVERSITY, on behalf of its SCHOOL OF KINESIOLOGY, APPLIED HEALTH AND RECREATION, hereinafter referred to as the College.

WHEREAS, the College desires to secure fieldwork/observational experience for its students and the Facility is capable of providing this experience to support this intern/student teaching/ student observation program and maintains facilities suitable to provide desired experience for students of the College.

THEREFORE, The PARTIES AGREE TO THE FOLLOWING:

A. RESPONSIBILITIES OF THE COLLEGE:

1. The College will instruct its students to abide by all policies, procedures and rules of the Facility. In matters relating to pupil activities, students will take direction from authorized Facility personnel.
2. The College agrees to provide a verifiable Oklahoma State Bureau of Investigation (OSBI) background check that has been completed within one academic year, or have the Facility do a background check at the cost of \$21.00 for students. The completion of the OSBI name check will not necessarily require Facility to accept the candidate in a field experience/internship.
3. All student participants must be mutually acceptable to both parties and either party may withdraw a student from the program if they believe it is not in the best interest of the student or the program to continue.
4. The College, as an agency of the State of Oklahoma, is self-insured. Liability coverage is provided under the Oklahoma Governmental Tort Claims Act, Title 51 Oklahoma Statutes, Section 151 et seq. The College shall be liable only to the limits contained therein. The College will not be responsible for maintaining coverage for any liability arising from the acts and/or omissions of the employees, representatives or agents of the Facility.

4. The College understands and agrees that its personnel, faculty and students are not eligible for coverage under any of Facility's benefit plans or programs of whatever kind or nature, including without limitation, Facility's workers' compensation insurance and unemployment compensation insurance. The College shall provide workers' compensation and unemployment compensation coverage as required by applicable law.
5. Both parties understand and acknowledge that the College's students shall not be considered employees of either College or Facility.

B. RESPONSIBILITIES OF THE FACILITY:

1. The Facility will provide qualified personnel for the guidance of students who are placed with the Facility for programs and provide direct guidance, supervision and involvement for those students. If necessary and able, the Facility will have field experiences through virtual tools and/or videos.
2. The Facility will provide Occupational Safety and Health Administration (OSHA) training. This training must be completed prior to the on site experience.
3. The Facility will provide appropriate and adequate facilities for learning purposes including sufficient space for teaching purposes and conferences with students.
4. The Facility will provide instructional materials, library facilities, and other training aids as needed to the faculty/liaison and student of the College for training purposes. The Facility will inform the College of any change in policy, rules or regulations which will affect the students or faculty of the College.
5. The Facility will maintain adequate insurance to provide coverage for the liabilities arising from the acts and/or omissions of employees, representatives or agents of the Facility who are participating in the internship program with the College.

C. DURATION

1. The effective date of this agreement is July 1, 2024 until June 30th, 2025. It shall continue in force until cancelled by written notice by either party to the other, no less than one semester in advance of the desired date of termination.

D. NON-DISCRIMINATION

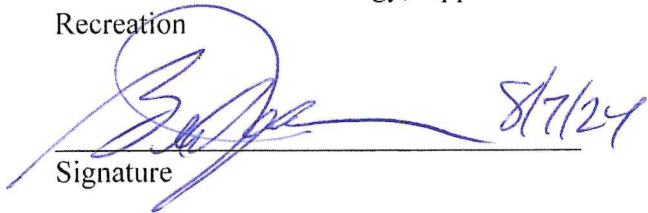
1. During the period of this agreement, the College agrees to comply with TITLE VII of the Civil Rights Act of 1964, TITLE IX of the Education Amendments Act of 1972 and Section 504 of the Rehabilitation Act of 1973 and both parties agree not to discriminate against any person on the basis of race, color, sex, religion, national origin, age or disability. Executive Order 11246 and Executive Order 75-5 are both incorporated herein by reference and applicable to this agreement.

E. ANNUAL REVIEW

1. This agreement will be reviewed annually. It may be altered or modified in writing by mutual written consent of the Facility and the College.

COLLEGE

OSU School of Kinesiology, Applied Health and Recreation



Signature

Dr. Bert Jacobson
School Head
School of Kinesiology, Applied Health and Recreation

Contact Address / Phone / Email:
180 Colvin Recreation Center
Stillwater, OK 74078
405-744-9935
jason.defreitas@okstate.edu

FACILITY

Stillwater Public Schools Independent School District No. 16 of Payne County, Oklahoma

Signature

Dr. Marshall Baker
President
Stillwater Public Schools Board of Education

Contact Address / Phone / Email:
314 S. Lewis
Stillwater, OK 74074
405-707-5026
emcbee@stillwaterschools.com



UNIVERSITY OF CENTRAL OKLAHOMA

UNIVERSITY OF CENTRAL OKLAHOMA TEACHER EDUCATION PROGRAM PARTNER SCHOOL AGREEMENT

- I. This Partner School Agreement is made between the University of Central Oklahoma and Stillwater Public Schools (the “Partner School”).

- II. It is the desire of the University to utilize resources of the Partner School for teacher candidates enrolled in education courses involving clinical experiences and/or student teaching, and the Partner School has such facilities and is willing to cooperate with the University in making them available for educational purposes.
 - A. **The University and the Partner School jointly agree:**
 1. The Partner School and the University agree to cooperate in the placement of teacher candidates. The Partner School has no obligation to work with teacher candidates who are initially considered to be, or are later found to be, unsuited to the Partner School clinical experience and/or student teaching assignment.
 2. Access to teacher candidate records shall be governed by the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g.,
 3. No party to this agreement shall, in connection with any aspect of its performance, discriminate against any person because of perceived or actual race, creed, color, gender, age, religion, disability, veteran’s status, sexual orientation, or national or ethnic origin.
 4. It is mutually agreed that neither party has any financial obligation to compensate the other for performance under this Agreement. Compensation cannot be provided to teacher candidates for clinical experience and/or the student teaching assignment. Student teachers **may not** be utilized as substitute teachers during their assignment.
 5. The University and the Partner School agree to prohibit teacher candidates, faculty, or staff from publishing any confidential materials of the Partner School as a direct result of the clinical experience and/or student teaching experience in the Partner School, unless such publication is approved for release, in writing, by the Partner School and the University.
 6. The University and the Partner School agree to apply/utilize the co-teaching strategies identified in Appendix B of this agreement.

B. Responsibility of the University:

1. The University will designate a university liaison to work with the Partner School or district who will coordinate the placement of teacher candidates.
2. The University will communicate with the Partner School, prior to the placement of teacher candidates, to review the purpose, provisions, and responsibilities involved in the clinical experience and/or student teaching assignments.
3. The University's Jolene Schwind Office of Teacher Education Services will provide the assignments, training activities, and assessment tools for mentor teachers and teacher candidates. Successful completion of these items is necessary for teacher certification.
4. The University is responsible for monitoring the learning experiences of the teacher candidate. Each student teacher will be assigned a university supervisor to provide support and facilitate communications between the Partner School and the University.
5. When circumstances beyond the control of the University or Partner School indicate the teacher candidate must be withdrawn, or if the Partner School is unable to meet the conditions of the agreement, the University has the responsibility to withdraw the teacher candidate from the Partner School. This action will be taken only in consultation with the Coordinator of Clinical Experiences and the Director of Educator Preparation.
6. The University agrees not to use the Partner School's name in any publications or advertising, except in University catalogs, bulletins, University accreditation reports and teacher candidate recruitment materials without prior written Partner School approval.
7. The following clauses are applicable to this agreement:
 - a. The University will provide each clinical experience candidate placed in a Partner School with current University policies, guidelines, and required practices.
 - b. The University will provide the Partner School with current information on dates of clinical experience and/or student teaching assignments and the nature of the educational assignment necessary for each teacher candidate.
 - c. The University will provide training for Partner School administrators and mentor teachers ("co-teachers") of clinical experience candidates, as needed. Training sessions may be delivered at the Partner School by University staff/faculty and/or through online tutorials.
 - d. The University will permit its faculty to participate as resource persons at

Partner School activities upon invitation from the Partner School and with the University's approval.

8. The University shall ensure that each teacher candidate has passed a current criminal background check and sex offender registry as conducted by the vendor Trak-1, prior to the teacher candidate's clinical experience.

C. Responsibilities of the Partner School

1. The Partner School will allow the University to use its facilities for a clinical experience and/or student teaching assignment for teacher candidates enrolled at the University.
2. The Partner School will be responsible for the supervision of the teacher candidate's activities within the Partner School.
3. The Partner School will collaborate with the University in determining a mentor teacher ("co-teacher") with a standard teaching certificate and a minimum of three years teaching experience in the teacher candidates' certification area to instruct and to supervise the teacher candidate.
4. The Partner School and University will give mentor teacher preference if they were prepared comprehensively, e.g. graduated with a degree in education from an accredited institution of higher education. The Partner School may not place a candidate with an adjunct teacher or a teacher who is on a plan of improvement in their district.
5. The Partner School and University will collaborate to place student teachers with mentors who have completed the University's co-teaching training (available in person and/or online) and who have demonstrated successful collaboration with colleagues.
6. The Partner School will provide adequate work resources that enable the teacher candidate to function effectively. The Partner School is responsible for providing adequate provision for safeguarding confidential materials.
7. The Partner School will provide teacher candidates an initial orientation to the Partner School and appropriate learning experiences.
8. The Partner School will be responsible for prompt submission of reports that adequately describe the teacher candidate's performance, as required by the University.
9. The Partner School will communicate immediately with the supervisor, Coordinator of Clinical Experiences and/or the Director of Educator Preparation any concern regarding a teacher candidate's performance.
10. The Partner School will consult with the Coordinator of Clinical Experiences and/or the Director of Educator Preparation if specific circumstances require the Partner School to ask that the teacher candidate be withdrawn from any level of clinical experience.
11. The Partner School will ensure that teacher candidates have schedules that allow them to

complete coursework responsibilities, including days that candidates must return to the UCO campus during clinical experiences.

- 12. The Partner School agrees to permit, upon reasonable request, the visitation of Partner School facilities by the University and by those agencies charged with the accreditation of the University.
- 13. The Partner School agrees to provide each teacher candidate in the Partner School all Partner School policies, rules, regulations, and expectations that are pertinent to the teacher candidate's role in the assignment.
- 14. The Partner School will provide adequate time for the clinical experience and/or student teaching mentor teacher (“co- teacher”) to hold individual conferences with the teacher candidate as needed.
- 15. The Partner School agrees to follow the conditions for Early Release found in Appendix A, if a student teacher candidate is being considered for employment before graduation.

The Agreement includes expectations and responsibilities as identified throughout this document. This agreement shall end on June 30, 2025.

BLD

Dean Approval

Aug 27, 2024



General Counsel approved as to form

Aug 27, 2024

Charlotte K. Simmons

Charlotte K. Simmons (Aug 27, 2024 19:25 CDT)

Charlotte Simmons

Aug 27, 2024

Signature of VP Academic Affairs, University of Central Oklahoma

Date

Signature of School Administrator

Date

Printed Name of School Administrator _____

Title of School Administrator _____

Email for School Administrator _____

Attachment 1

Quality clinical experiences in P12 schools significantly influence the successful completion of education degrees. UCO is committed to collaborating with partner schools to ensure high quality placements for every teacher candidate. Our accreditors define “high quality” placements through several conditions:

- mentors (co-teachers) must be certified in the area in which they teach,
- mentors (co-teachers) must have at least 3 years of successful teaching experience,
- mentors (co-teachers) must demonstrate positive professional dispositions, **and**
- Mentors (co-teachers) must be strong teachers and mentors as shown by their ability to work productively and collaboratively with colleagues.

Strong mentors dedicate time to making their classroom management strategies, instructional approaches (including planning, delivery and assessment), and other professional decisions explicit. Mentors must also provide accurate and ongoing feedback aimed at advancing the candidates’ skill sets. To ensure that clinical students share similar experiences at all levels, UCO has adopted a set of co-teaching strategies provided in Attachment B.

Descriptions of the different levels of clinical experience follow.

Level I: Clinical Experience 1 (CE1)

- I. Purpose
The first clinical experience allows teacher candidates to identify the knowledge, skills and dispositions involved in helping all students learn. This clinical experience is intended to help teacher candidates make informed decisions concerning the pursuit of a career in public education.
- II. Demand on Resources
The Level I clinical experience requires that teacher candidates complete targeted observations and interact with students in ways that assist the mentor (co-teacher). Appropriate co-teaching strategies include, but do not have to be limited to, the following: One Teach, One Observe & One Teach, One Assist.
- III. Clinical Hours Required
15
- IV. Expectations of Partner School
To be a Level I partner school, Teacher Candidates should be given the opportunity to:
 - experience actual classroom settings in their discipline;
 - observe and assist a willing mentor teacher (co-teacher) who is an effective classroom manager and instructor and who will look for opportunities to implement co-teaching

- strategies 1 & 2;
- understand school policies and expectations such as working hours, records and reports, lesson planning and other responsibilities;
- observe student and teacher behaviors in a targeted manner (e.g., identifying questioning techniques used by the teacher, monitoring student engagement/responses during instruction, identifying effective classroom management approaches, etc.);
- interact with students to practice minimally intrusive classroom management strategies; and
- assist the mentor teacher with instructional tasks.

Level II: Pre-Student Teaching Internship (CE2)

I. Purpose

The Pre-Student Teaching Internship provides teacher candidates with practice using theoretical and evidence-based approaches in diverse educational settings. This clinical experience is intended to give the teacher candidates some experience managing a classroom and engaging in instructional activities. Teaching practice should include working with instructional and teacher-related (e.g., attendance, grading, management) technologies and interacting with emergent bilingual/language learning and special education (to include gifted) students. CE2 is to be completed the semester prior to student teaching so that the candidate and mentor teacher (co-teacher) can develop a healthy working relationship and the teacher candidate can acclimate to the school.

II. Demand on Resources

CE2 requires that teacher candidates engage more actively in classrooms than during CE1. Through mentor teacher (co-teacher) guidance, the candidates will implement targeted strategies designed to advance learners' knowledge, strategies, and abilities in the content area. The emphasis during CE2 should be on the following co-teaching strategies: One Teach, One Assist; Station Teaching; Parallel Teaching; Supplemental Teaching; or Alternative (Differentiated) Teaching.

III. Clinical Hours

45

Note: Candidates in Special Education, Art Education, Instrumental and Vocal Music Education, Math Education, and Theater Education may be required to complete a split placement with two mentors to meet subject area accreditation requirements.

IV. Expectations of Partner School

In addition to the expectations listed for the Level I school partnership, the Level II partner should provide teacher candidates the opportunity to:

- observe expertise in dedicated targeted areas including with emergent bilinguals and special education students;
- assist the mentor teacher with instructional tasks;
- understand and implement a variety of the 7 Co-Teaching strategies when

- appropriate; and
- interact with students in small groups to practice classroom management and targeted instructional strategies.
- Practice teaching specific lesson plans developed in their courses, as needed

Level III: Student Teaching Internship (CE3)

- I. Purpose
The purpose of student teaching is for teacher candidates to demonstrate and advance their knowledge, skills and dispositions related to teaching and learning in a P12 setting. This internship requires student teachers to be reflective, responsive and resourceful when planning, designing, and facilitating instruction and when assessing and reassessing student learning and classroom management approaches.
- II. Demand on Resources
CE3 requires that student teachers complete their internship with a mentor teacher (co-teacher) who will work collaboratively utilize some, if not all, of the 7 Co-Teaching strategies. The co-teacher should need only to relinquish the class to the student teacher fully during their two week “solo teaching” time. The co-teacher must be willing to discuss, plan, assess and reflect upon the teaching and learning in close collaboration with the student teacher.
- III. Clinical Hours Required
Approximately 16 weeks, all day during regular teacher contract hours, based on the P12 district schedule
Note: Student teaching begins on the same day as the mentor teachers report date in August/January.
- IV. Expectations of Partner School
Level III partner schools must also be a Level I and II partner. In addition to the expectations for schools listed on Levels I and II, the school site must place teacher candidates with a strong mentor (co-teacher):
 - through joint agreement between the school administrator and UCO personnel;
 - who meets all required mentor criteria on page 4;
 - who will work collaboratively with the teacher candidate and the university;
 - who has completed UCO’s Co-Teacher/Mentor Training, face-to-face or online;
 - who has a history/ability of providing ongoing performance feedback to student teachers, including completing survey assessments needed by the university for program data and accreditation;
 - who will commit time to co-planning;
 - who will meet with University supervisors to document student teaching performance; and
 - who will allow the teacher candidate to lead instruction during a two week period of solo teaching.

Level IV: Clinical Experiences for Graduate Students

I. Purpose

UCO provides training and support to graduate students in a variety of education-focused programs, including School Counseling, Educational Leadership, Teaching English as a Second Language, Library Media Specialist, and Secondary Education. As part of their coursework, some graduate students may be required to complete time observing and assisting a teacher who meets the criteria previously described on page 4. Like undergraduate teacher candidates, those completing graduate program clinical experiences will have cleared a national background check and signed UCO's Code of Ethics prior to attending at their clinical site.

Appendix A

STUDENT TEACHER EARLY RELEASE AGREEMENT



A successful early release from student teaching requires strong support and communication between the UCO Educator Preparation Program, the university supervisor, the program coordinator, the clinical/hiring site, and the teacher candidate. Early release enables a teacher candidate to get a “jump start” on their professional career and assists sites/districts who may be experiencing teacher shortages. *It should be noted that until a degree is conferred at graduation, the teacher candidate is still a full-time student in their preparation program and certain requirements for early release must be met to support the candidate while they hold student status.*

The following requirements are set forth to ensure that UCO Teacher Candidates have sufficient support in their clinical classroom and that their coursework, certification exams and degree completion are not delayed. These requirements can also be found in the UCO MOU on file with the school district.

To confirm compliance with the early release requirements, a Zoom or face to face meeting with the teacher candidate, site administrator, university supervisor, program coordinator, and a representative from UCO’s Jolene Schwind Office of Teacher Education Services (JSTES) is required. The meeting will allow all parties to review requirements and plan for a successful early release. This agreement will serve as the agenda for the meeting and will be kept as documentation in the JSTES. A space for meeting notes is provided below the signature lines.

Date of Scheduled Zoom Meeting with all parties: _____

Requirements for Early Release of a UCO Teacher Candidate:

1. A certified mentor must have been in the classroom with the candidate full time for the first 12 weeks prior to early release.
2. The hiring administrator must hire the teacher candidate for a long-term substitute position in their field of certification. A position as a rotating substitute is not allowable. If a teacher candidate is early released to a different site, JSTES will notify the original site regarding early release.
3. The hiring school site must provide a certified mentor teacher **and** designate an administrator contact for the candidate, both of whom assume responsibility for supporting the candidate after early release.
4. The site administrator must notify UCO JSTES and receive approval in advance if

staffing changes at a school site result in the need to change a mentor assignment at any time during the student teaching internship semester. This ensures compliance with program accreditation requirements.

5. The site administrator must provide support for an early release candidate to resubmit any part of the PPAT if a score of 38 is not achieved. In some cases, this may require release time back to their original classroom assignment.
6. The hiring site must allow the teacher candidate to attend any required “touchback” days at UCO that occur during Weeks 13-16, e.g. our Honoring a Noble Profession event or other program level touchback days.
7. The university supervisor must be able to complete any remaining student teacher observations/visits.
8. The university supervisor must provide a recommendation in writing via email indicating their support for early release.
9. The teacher candidate must be “graduation ready,” including all coursework, disposition surveys, required student teaching course assessments in D2L, and the OSAT. SPED majors must also have passed the ORT. Modern Languages majors must also have passed the OPI.
10. The teacher candidate must submit all four completed PPAT tasks before early release will be approved.
11. The teacher candidate is not considered officially approved for early release until UCO JSTES provides an official email for the hiring administrator, the supervisor, and the candidate.
12. The teacher candidate must continue to adhere to the UCO absence policy in Weeks 13-16 at their early release site because they are enrolled in their student teaching course until graduation.

The teacher candidate and hiring administrator will sign below (or affirm via email) to acknowledge receipt of the early release requirements and a commitment to maintain the requirements. This document does not constitute an employment contract between the district and the teacher candidate.

Teacher Candidate Signature

District Administrator

Appendix B: Co-Teaching Strategies & Examples

Strategy	Definition/Example
One Teach, One Observe	One teacher has primary responsibility while the other gathers specific observational information on students or the (instructing) teacher. The key to this strategy is to focus the observation – where the teacher doing the observation is observing specific behaviors. Example: One teacher can observe students for their understanding of directions while the other leads.
One Teach, One Assist	An extension of One Teach, One Observe. One teacher has primary instructional responsibility while the other assists students with their work, monitors behaviors, or corrects assignments. Example: While one teacher has the instructional lead, the person assisting can be the “voice” for the students when they don’t understand or are having difficulties.
Station Teaching	The co-teaching pair divides the instructional content into parts – Each teacher instructs one of the groups, groups then rotate or spend a designated amount of time at each station – often an independent station will be used along with the teacher led stations. Example: One teacher might lead a station where the students play a money math game and the other teacher could have a mock store where the students purchase items and make change.
Parallel Teaching	Each teacher instructs half the students. The two teachers are addressing the same instructional material and presenting the material using the same teaching strategy. The greatest benefit to this approach is the reduction of student to teacher ratio. Example: Both teachers are leading a question and answer discussion on specific current events and the impact they have on our economy.
Supplemental Teaching	This strategy allows one teacher to work with students at their expected grade level, while the other teacher works with those students who need the information and/or materials retaught, extended or remediated. Example: One teacher may work with students who need re-teaching of a concept while the other teacher works with the rest of the students on enrichment.
Alternative (Differentiated)	Alternative teaching strategies provide two different approaches to teaching the same information. The learning outcome is the same for all students however the avenue for getting there is different. Example: One instructor may lead a group in predicting prior to reading by looking at the cover of the book and the illustrations, etc. The other instructor accomplishes the same outcome but with his/her group, the students predict by connecting the items pulled out of the bag with the story.
Team Teaching	Well planned, team taught lessons, exhibit an invisible flow of instruction with no prescribed division of authority. Using a team teaching strategy, both teachers are actively involved in the lesson. From a students’ perspective, there is no clearly defined leader – as both teachers share the instruction, are free to interject information, and available to assist students and answer questions. Example: Both instructors can share the reading of a story or text so that the students are hearing two voices.

Co-teaching strategies are not hierarchical. They can be used in any order and/or combined to best meet the needs of the students in the classroom.

Used with Permission.

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Original Research Funded by a US Department of Education, Teacher Quality Enhancement Partnership Grant.











Stillwater Public Schools-UCO Partner School Agreement 24-25 final

Final Audit Report

2024-08-28

Created:	2024-08-27
By:	Catherine Coelis (ccoelis@uco.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFaUTCOLzVR06rTJRpYAUoXTy595AutY

"Stillwater Public Schools-UCO Partner School Agreement 24-25 final" History

-  Document created by Catherine Coelis (ccoelis@uco.edu)
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-  Document emailed to Bryan Duke (bduke@uco.edu) for approval
2024-08-27 - 7:38:36 PM GMT
-  Email viewed by Bryan Duke (bduke@uco.edu)
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-  Signer Charlotte Simmons (cksimmons@uco.edu) entered name at signing as Charlotte K. Simmons
2024-08-28 - 0:25:23 AM GMT- IP address: 198.102.159.122



Document e-signed by Charlotte K. Simmons (cksimmons@uco.edu)

Signature Date: 2024-08-28 - 0:25:25 AM GMT - Time Source: server- IP address: 198.102.159.122



Agreement completed.

2024-08-28 - 0:25:25 AM GMT



AFFILIATION AGREEMENT

**WICHITA STATE UNIVERSITY
COLLEGE OF HEALTH PROFESSIONS**

AND THE FACILITY

**Stillwater Public Schools
314 S Lewis St
Stillwater, OK 74074**

October 1, 2024, to June 30, 2025

AFFILIATION AGREEMENT (CLINICAL)

by and between

WICHITA STATE UNIVERSITY

And

Independent School District No.16
of Payne County, Oklahoma D/B/A
Stillwater Public Schools

THIS AFFILIATION AGREEMENT (CLINICAL) ("Agreement"), effective October 1, 2024 ("Effective Date") is by and between WICHITA STATE UNIVERSITY, a state educational institution of Kansas, 1845 Fairmount, Wichita, Kansas 67260, on behalf of its College of Health Professions (hereinafter "UNIVERSITY") and Independent School District No. 16 of Payne County, Oklahoma D/B/A Stillwater Public Schools (hereinafter "FACILITY"), located at 314 S Lewis St , Stillwater, OK 74074 (individually each a "Party," and collectively "Parties").

WHEREAS, UNIVERSITY offers undergraduate and graduate programs (the "Programs") in the College of Health Professions; and

WHEREAS, the Parties desire to provide UNIVERSITY students ("Student(s)") enrolled in the Programs with educational experiences by establishing one or more educational experience programs at FACILITY (the "Practicum").

NOW THEREFORE, in consideration of the above premises and the individual and mutual promises of the Parties hereinafter set forth, and for other good and valuable consideration, UNIVERSITY and FACILITY agree as follows:

A. MUTUAL RESPONSIBILITIES. In connection with the Practicum, the Parties agree:

1. To mutually establish the educational objectives of the Practicum, devise methods for its implementation, mutually agree on the number of Students to participate in the Practicum including the dates, times, and required level of academic preparation, and evaluate continually the effectiveness of the same;
2. To make no distinction among Students covered by this Agreement on the basis of race, religion, color, national origin, gender, age, sexual orientation, marital status, political affiliation, status as a Veteran, genetic information or disability; and
3. To each identify qualified professionals to oversee the applicable aspects of the Practicum, hereinafter referred to as either the Field Instructor (employee of FACILITY) or Faculty Liaison (employee of UNIVERSITY).

B. THE UNIVERSITY AGREES:

1. To retain complete responsibility and authority over all academic aspects of the Programs, including planning and implementing curriculum for its Students, and accreditation of the Programs. UNIVERSITY shall conduct evaluations, maintain all grades and records, and conduct any UNIVERSITY disciplinary processes in the regular course of its business of educating its Students and in accordance with all applicable UNIVERSITY policies and procedures.
2. To establish and maintain communication with the Field Instructor on items pertinent to the Practicum; such communication may include, but not necessarily be limited to, a description of the curriculum, relevant course outlines, policies, faculty, and major changes in this information.
3. To notify the FACILITY no less than ten (10) days before the start of the Practicum of the (i) name(s) and contact information for Student(s), (ii) dates and hours of assignment(s), (iii) each Student's academic class designation, and (iv) the UNIVERSITY's philosophy, purpose, and learning objective(s).
4. To refer to the FACILITY only those Students who have satisfactorily completed the prerequisite portion of the curriculum which is applicable to the Practicum.

5. To notify Students: (a) that they are required to comply with all policies and procedures of FACILITY, including those regarding confidentiality of client records and information; (b) that they must conduct themselves in a professional manner at all times; and (c) that they should promptly notify UNIVERSITY and FACILITY, as appropriate, of any concerns or problems which arise during the course of the Practicum.
6. To require Students to maintain, in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, professional liability insurance, if requested by FACILITY in writing in each instance.
7. To encourage each Student participating in the Practicum to acquire comprehensive health and accident insurance that will provide continuous coverage of Student during his/her participation in the Practicum.
8. To inform Student that he/she is responsible for their own health needs, health care costs, and health insurance coverage.
9. To require each Student to provide proof of a physical examination and negative TB skin test, each performed within the twelve (12) month period prior to the start of the Practicum.

C. THE FACILITY AGREES:

1. To identify a Field Instructor to facilitate activities and communication between UNIVERSITY and FACILITY. The Field Instructor shall be responsible for, among other things, orienting the Student to FACILITY; providing supervision; teaching and conveying subject matter knowledge, value, ethics, and skills relevant to Students' academic program; and evaluating Student performance;
2. To provide its Field Instructors with sufficient time for planning, supervision and teaching of Students, and in-service training for supervision and teaching for skill development;
3. To provide a physical setting for the Student, including telephone and desk access, library facilities and reasonable study and storage space (if available);
4. To retain, at all times, ultimate control of the FACILITY and responsibility for patient care and quality standards.
5. To permit visits of UNIVERSITY faculty and accreditation evaluators for the purpose of observing, auditing or participating in the teaching process, attending meetings, or evaluating for accreditation;
6. To provide opportunities to Students that are planned, organized, and administered by qualified FACILITY staff, which are sufficient in extent and variety to provide a satisfactory educational experience to meet the mutually agreed upon educational objectives of the Practicum;
7. To maintain supervision over and be responsible for the Students while Students are participating in the Practicum at FACILITY and maintain sole responsibility to determine if a Student has satisfied FACILITY's requirements for acceptance into and continued participation in the Practicum at FACILITY;
8. To maintain complete authority and control over all FACILITY administration, functions, financing, organization, and activities;
9. To provide a written description of the services available to support the Practicum being offered;
10. To advise the UNIVERSITY of any changes in its personnel, operation, or policies which may affect the Practicum;
11. To determine and notify UNIVERSITY of the number of Students which it can accommodate during a given period of time;
12. To provide the assigned Student with an orientation about and a copy of FACILITY's existing pertinent rules and regulations with which the Student is expected to comply;
13. To make available, whenever reasonably necessary, emergency health care at no expense to UNIVERSITY for the Student (the Student to be otherwise responsible for his or her health care);

14. To provide Students with on-going supervision and feedback and evaluate the performance of Students on a regular basis using the evaluation form(s) provided to FACILITY by the UNIVERSITY;
15. To forward the completed evaluation(s) to the UNIVERSITY within one (1) week following conclusion of the Student's Practicum;
16. To inform the UNIVERSITY, at least by the midpoint of the Practicum, of any serious deficiency noted in the performance by the Student to progress toward achievement of the stated objectives of the Practicum (it then becoming the mutual responsibilities of the assigned Student, the Field Instructor, and the Faculty Liaison to devise a plan by which the Student may be assisted to achieve the stated objectives, if possible);
17. To have the right to terminate any Student whose performance is detrimental to patient well-being, not in accordance with applicable policies, or not in accordance with the Student achieving the stated objectives of the Practicum and to promptly notify UNIVERSITY of any such terminations;
18. To support continuing education and professional growth and development of those staff who are responsible for Student supervision;
19. To cooperate, when requested by UNIVERSITY, with UNIVERSITY in its carrying of obligations under its own policies and procedures and any applicable law, including without limitation the American with Disabilities Act, Title VI, Title IX, and Clery; and
20. To investigate and take appropriate prompt and effective remedial action to address complaints that a Student is being subjected to unlawful harassment or discrimination by FACILITY employees, agents, clients, visitors, or other Students during their Field Study Experience at FACILITY.

D. INSURANCE; INDEMNIFICATION AND HOLD HARMLESS; LIMITATION:

1. FACILITY shall maintain in force during the term of this Agreement, bodily injury, property damage and professional liability insurance, with coverage of at least \$1,000,000 per occurrence and an annual aggregate of \$3,000,000 per occurrence, insuring itself and its agents and employees for their acts, failures to act, or negligence, rising out of, or caused by, the activity which is the subject of this Agreement, and upon request will furnish a certificate evidencing that such insurance is in force to the UNIVERSITY.
2. FACILITY shall fully indemnify, defend and save UNIVERSITY, its officers, employees, and agents harmless, without limitation, from and against any and all damages, expenses (including reasonable attorney's fees), claims, judgments, liabilities, losses, awards, and costs which may finally be assessed against UNIVERSITY in any action for or arising out of or related to this Agreement.
3. The liability of UNIVERSITY is governed and limited by the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.). Under no circumstances will UNIVERSITY be responsible and/or liable for the actions of its Students.

E. ADDITIONAL TERMS:

1. This Agreement shall be in effect for a period of 1 academic year (June 30, 2025) from the date of execution, unless terminated by either party with not less than sixty (60) days' written notice. This Agreement will be reviewed by each party annually or when requested by either party, and shall be effective even if persons, positions, and/or titles are changed. In the event of termination, Students who are participating in the Practicum will be allowed to complete the Practicum.
2. This Agreement may be revised or modified only by written amendment signed by both Parties.
3. To the extent FACILITY generates or maintains educational records related to the UNIVERSITY's Students, FACILITY agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as FERPA applies to UNIVERSITY and shall limit access to only those employees or agents with a legitimate educational interest. For purposes of this Agreement, pursuant to FERPA, UNIVERSITY hereby designates the FACILITY as a school official with a legitimate educational interest in

the educational records of the UNIVERSITY's Student(s) to the extent that access to the records is required by the UNIVERSITY or FACILITY for FACILITY to carry out the Field Study Experience.

4. The Parties acknowledge that if FACILITY is a covered entity as defined under the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA"), to the extent that Student or UNIVERSITY personnel have access to Protected Health Information (as defined in 45 C.F.R. Section 164.501) ("PHI") or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d) ("IIHI") due to the Student's participation in the Practicum, the Parties agree to comply with the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements." The Parties agree not to use or further disclose any PHI or IIHI other than as permitted by the HIPAA Requirements and the terms of this Agreement. The Parties agree to make their internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. UNIVERSITY may de-identify any and all PHI or IIHI for educational purposes created or received by UNIVERSITY under this Agreement, provided, however, that the de-identification conforms to the requirements of the Standards for Privacy of PHI and IIHI set forth at 45 C.F.R. Part 164, Subparts A and E. UNIVERSITY shall direct Students to comply with the policies and procedures of FACILITY, including those governing the use and disclosure of PHI and IIHI under federal law, including but not limited to those set forth at 45 C.F.R. Parts 160 and 164. Solely for the purpose of defining the Students' role in relation to the use and disclosure of FACILITY's PHI or IIHI, the Students are defined as members of FACILITY's workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. FACILITY shall be solely responsible for providing its policies and procedures relating to the HIPAA Requirements to Students and for training Students in accordance with those policies and procedures.
5. Notwithstanding anything to the contrary in this Agreement, in reference to any obligation of the Students stated herein, any failure by the Students related to such obligations shall not constitute a breach of this Agreement by the UNIVERSITY. The parties agree that it is the Student's responsibility to satisfy the FACILITY's requirements and although the UNIVERSITY may help compile Students' documentation related to such requirements and/or transmit the same to FACILITY, or otherwise inform Students of FACILITY's requirements, UNIVERSITY makes no representations or warranties regarding the information and documentation provided, but merely provides such information and forwards such documentation as an administrative courtesy to FACILITY. FACILITY is solely responsible to review such documentation for veracity, authenticity, sufficiency, and to independently determine whether the Student has satisfied FACILITY's requirements for acceptance to the Practicum.
6. UNIVERSITY and FACILITY agree and acknowledge that they are independent contractors, and the agents, representatives, or employees of one party shall not be considered agents, representatives, or employees of the other party. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto.
7. It is understood by the Parties that Students are receiving the primary benefit of the Practicum, including but not limited to the training related to the Student's academic field of study, at the FACILITY, and the Students are not employees of UNIVERSITY or FACILITY based on the Practicum. It is understood by the parties that the Students shall not receive remuneration or compensation or other benefits applicable to employees. The parties agree that there is no expectation that the Students receive future employment with FACILITY as a result of their participation in the Practicum and that no FACILITY employees will be displaced as a result of Students' participation in the Practicum.
8. It is understood by the Parties that there shall be no monetary consideration paid by either Party to the other.
9. All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either Party to the other shall be **IN WRITING** and sent by certified mail, overnight traceable delivery, or electronic mail and addressed as follows, unless any other person or address may be designated by notice from one Party to the other:

If to WICHITA STATE UNIVERSITY:

Attn:
Wichita State UNIVERSITY 1845
Fairmount Street
Wichita, Kansas 67260-

If to FACILITY:

Attn:
Stillwater Public Schools
314 S Lewis St
Stillwater, OK 74074

With a copy to:

Attn: General Counsel Wichita State
UNIVERSITY 1845 Fairmount Street
Wichita, KS 67260-0205

With a copy to: [OPTIONAL]

10. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
11. Any failure of a Party to enforce that Party's right under any provision of this Agreement shall not be construed or act as a waiver of said Party's subsequent right to enforce any of the provisions contained herein.
12. Neither Party shall be permitted to use logos or other trade/service marks of the other without prior approval of the other Party.
13. The provisions found in Contractual Provisions Attachment (form DA-146a, rev. 02/2020), which is attached hereto as Attachment A, are hereby incorporated in this Agreement and made a part hereof.
14. FACILITY'S additional terms and conditions set forth in Attachment B are hereby incorporated in this Agreement and made a part thereof. In the event of a conflict between this Agreement and Attachment B, the provisions of Attachment B shall control.

[signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement and/or authorized same to be executed by their duly authorized representatives as of the date shown below the respective signatures, said Agreement to become effective as of the later date.

WICHITA STATE UNIVERSITY

Stillwater Public Schools

Gregory A. Hand

SIGNATURE

SIGNATURE

Gregory A. Hand, PhD MPH

PRINTED NAME

Dr. Marshall Baker

PRINTED NAME

Dean, College of Health Professions

TITLE

President, Stillwater Public Schools School Board

8/28/2024

DATE

gregory.hand@wichita.edu

CONTACT INFORMATION (PHONE, E-MAIL)

emcbee@stillwaterschools.com 405-707-5026

CONTACT INFORMATION (PHONE, E-MAIL)

ATTACHMENT A
CONTRACTUAL PROVISIONS ATTACHMENT
Wichita State University | DA-146a (Rev. 02-2020)

The parties agree that the following provisions are hereby incorporated into the agreement to which it is attached and made a part thereof:

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the agreement in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** The agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with the agreement shall reside only in courts located in Sedgwick County, Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, the University may terminate this agreement at the end of its current fiscal year. The University agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided under any contract for which it has not been paid. The University will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by the University, title to any such equipment shall revert to Contractor at the end of the University's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or the University to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas and the University is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the Contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the University or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a Contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance:** The agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given, including, but not limited to the signature of an authorized representative of the University, as defined in University policy.
7. **Arbitration, Damages and Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or the University have agreed to binding arbitration, or the payment of damages or penalties. Further, the University does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the University at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of Contractor thereby represents that such person is duly authorized by Contractor to execute this contract on behalf of Contractor and that Contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and the University shall not be responsible for, nor indemnify a Contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The University shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require it to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), Contractor shall bear the risk of any loss or damage to any property in which Contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the State of Kansas Legislative Division of Post Audit from having access to

information pursuant to K.S.A. 46-1101 et seq.

12. **Confidentiality.** As a state agency, the University's contracts are generally public records. Accordingly, no provision of this contract shall restrict the University's ability to produce this contract and/or any corresponding documents in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 et seq.)
13. **The Eleventh Amendment:** The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State and the University to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment.
14. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of the University or any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
15. **Privacy of Student Records.** Contractor understands that the University is subject to the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) (FERPA) and agrees to handle any student education records it receives pursuant to the contract in a manner that enables the University to be compliant with FERPA and its regulations. Contractor agrees to protect the privacy of student data and educational records in a commercially reasonable manner and shall not transmit, share, or disclose any data about a student without the student's written consent, except to other University officials who seek the information within the context of his/her professionally assigned responsibilities and used within the context of official University business. Contractor shall promptly report to the University any request for or improper disclosure of University's student educational records.
16. **Export Control.** Contractor agree to comply with all U.S. Laws relating to the transfer, export, or re-export of technology and technical data, as defined in the export controls under the International Traffic in Arms Regulations (ITAR) 22 Code of Federal Regulations Parts 120-130 or the Export Administration Regulations (EAR) 15 Code of Federal Regulations Parts 730-774. The release of information to any employee or other person, who is not a U.S. Citizen or permanent resident, as well as to corporations or to any other entity, organization, or group that is not incorporated or otherwise organized to do business in the United States may require advanced written authorization from the appropriate U.S. agency. Contractor shall notify University in writing prior to disclosure of any technical data or other items subject to EAR or ITAR and identify the export controlled items at issue and the applicable categories and subcategories of the United States Munitions List and/or Export Control Classification Number(s). University reserves the right to decline to accept any items or information controlled under ITAR or EAR.
17. **Certification.** Contractor certifies that to the best of its knowledge neither it nor any of their principals are presently debarred, suspended, proposed for debarment, the subject of an indictment involving the criminal statutes enumerated in 22 Code of Federal Regulations §120.27, or otherwise declared ineligible for the award of contracts by any Federal agency. Contractor shall provide immediate written notice to the University if at any time it learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
18. **Facility Access.** To the extent Contractor is required to be on the University's premises in the performance of any contract, Contractor and its representatives will adhere to the University's reasonable safety and security policies and procedures, and will use commercially reasonable efforts not to interfere with the University's regular operations. Contractor further agrees to, upon request, include the University as an additional insured on its general liability insurance policy on a primary and non-contributory basis and provide the University with a certificate of insurance.
19. **Electronic Signature.** The parties agree that the contract may be signed with electronic signatures. If an electronic signature is used, the parties agree that it is the legally binding equivalent to the signing party's handwritten signature. Whenever either party executes an electronic signature on the contract, it has the same validity and meaning as a handwritten signature. The parties agree that neither party will, at any time in the future, repudiate the meaning of an electronic signature or claim that an electronic signature is not legally binding.

ATTACHEMNT B
FACILITY TERMS AND CONDITIONS
[INSERT PROVISIONS OR STATE "NONE"]

The parties agree that the following provisions are hereby incorporated into the agreement to which it is attached and made a part thereof:

1. **Background Check** – The University agrees to provide a verifiable Oklahoma State Bureau of Investigation (OSBI) background check that has been completed within one academic year, or have the Facility complete a background check at the cost of \$21.00 for the students. The completion of the OSBI background check will not necessarily require the Facility to accept the candidate in the requested internship/practicum. The verifiable OSBI background check must be on file with the Facility’s Office of Federal and OSU Programs before the student can start their internship/practicum.
2. **Oklahoma State Required Trainings** – The Facility will provide all state required trainings and Occupational Safety and Health Administration (OSHA) trainings to the student. These trainings must be completed by the student prior to the on site internship/practicum.



STILLWATER PUBLIC SCHOOLS
STILLWATER BOARD OF EDUCATION

PREPARED BY: Dr. Trent J. Swanson
APPROVED BY: Mr. Uwe Gordon, Superintendent
DATE: September 10, 2024

AGENDA ITEM:

FY 2024-2025 Contracts

BOARD ACTION REQUESTED:

Motion to Approve Section 125 Flexible Benefit Plan

BACKGROUND INFORMATION:

This Section 125 Flexible Benefit Plan Adoption Agreement is established in order to make a broad range of benefits available to our employees and their beneficiaries. This Plan allows employees to choose among different types of benefits and select the combination best suited to their individual goals, desires and needs. These choices include an option to receive certain benefits in lieu of taxable compensation.

American Fidelity serves as our Recordkeeper.

**SAMPLE PLAN DOCUMENT
SECTION 125
FLEXIBLE BENEFIT PLAN**

The attached plan document and adoption agreement are being provided for illustrative purposes only. Because of differences in facts, circumstances, and the laws of the various states, interested parties should consult their own attorneys. This document is intended as a guide only, for use by local counsel.

**SECTION 125 FLEXIBLE BENEFIT PLAN
ADOPTION AGREEMENT**

The undersigned Employer hereby adopts the Section 125 Flexible Benefit Plan for those Employees who shall qualify as Participants hereunder. The Employer hereby selects the following Plan specifications:

A. EMPLOYER INFORMATION

Name of Employer:	Stillwater Public Schools
Address:	314 S Lewis STILLWATER, OK 74074
Employer Identification Number:	73-6021194
Nature of Business:	Public School
Name of Plan:	Stillwater Public Schools Flexible Benefit Plan
Plan Number:	502
Plan Description:	Voluntary Plan

B. EFFECTIVE DATE

Original effective date of the Plan:	October 1, 1987
If Amendment to existing plan, effective date of amendment:	September 1, 2024

C. ELIGIBILITY REQUIREMENTS FOR PARTICIPATION

Eligibility requirements for each component plan under this Section 125 document will be applicable and, if different, will be listed in Item F.

Length of Service:	First day of the month following employment
Retiree Wording:	N/A
Minimum Hours:	All employees with 17.5 hours of service or more each week. An hour of service is each hour for which an employee receives, or is entitled to receive, payment for performance of duties for the Employer.
Age:	Minimum age of 0 years.

D. PLAN YEAR

The current plan year will begin on September 1, 2024 and end on August 31, 2025.
Each subsequent plan year will begin on September 1 and end on August 31.

E. EMPLOYER CONTRIBUTIONS

Non-Elective Contributions:

The Employer may at its sole discretion provide a non-elective contribution to provide benefits for each Participant under the Plan. This amount will be set by the Employer each Plan Year in a uniform and non-discriminatory manner. If this non-elective contribution amount exceeds the cost of benefits elected by the Participant, excess amounts will not be paid to the Participant as taxable cash.

Elective Contributions (Salary Reduction):

The maximum amount available to each Participant for the purchase of elected benefits through salary reduction will be:

100% of compensation per entire plan year.

Each Participant may authorize the Employer to reduce his or her compensation by the amount needed for the purchase of benefits elected, less the amount of non-elective contributions. An election for salary reduction will be made on the benefit election form.

F. **AVAILABLE BENEFITS:** Each of the following components should be considered a plan that comprises this Plan.

1. **Group Medical Insurance** -- The terms, conditions, and limitations for the Group Medical Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

American Fidelity Assurance Company : Accident only Plan and Group Hospital Indemnity |
Eligibility Requirements for Participation, if different than Item C.

2. **Disability Income Insurance** -- The terms, conditions, and limitations for the Disability Income Insurance will be as set forth in the insurance policy or policies described below: (See Section VI of the Plan Document)

American Fidelity Assurance Company : 017 Kind Series |
Eligibility Requirements for Participation, if different than Item C.

3. **Cancer Coverage** -- The terms, conditions, and limitations for the Cancer Coverage will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

American Fidelity Assurance Company : C-4, C-11 and subsequent plans |
Eligibility Requirements for Participation, if different than Item C.

4. **Dental/Vision Insurance** -- The terms, conditions, and limitations for the Dental/Vision Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

N/A
Eligibility Requirements for Participation, if different than Item C.

5. **Group Life Insurance** which will be comprised of Group term life insurance and Individual term life insurance under Section 79 of the Code.

The terms, conditions, and limitations for the Group Life Insurance will be as set forth in the insurance policy or policies described below: (See Section VII of the Plan Document)

American Fidelity Assurance Company : 5 Year Term |

Individual life coverage under Section 79 is available as a benefit, and the face amount when combined with the group-term life, if any, may not exceed \$50,000.
Eligibility Requirements for Participation, if different than Item C.

6. **Dependent Care Assistance Plan** -- The terms, conditions, and limitations for the Dependent Care Assistance Plan will be as set forth in Section IX of the Plan Document and described below:

Minimum Contribution - **\$300.00** per Plan Year

Maximum Contribution - **\$5000.00** per Plan Year

Recordkeeper: American Fidelity Assurance Company

Eligibility Requirements for Participation, if different than Item C.

N/A

7. **Medical Expense Reimbursement Plan** (a.k.a. Healthcare Flexible Spending Account) -- The terms, conditions, and limitations for the Medical Expense Reimbursement Plan will be as set forth in Section VIII of the Plan Document and described below:

Minimum Coverage - **\$300.00** per Plan Year

Maximum Coverage - **\$3050.00** per Plan Year or a Prorated Amount for a Short Plan Year. In no event can the maximum exceed the limit as indicated by the IRS in accordance with the law.

Recordkeeper: American Fidelity Assurance Company

Restrictions: As outlined in Policy G-905/R1.

Grace Period: The Provisions in Section 8.06 of the Plan to permit a Grace Period with respect to the Medical Expense Reimbursement Plan **are not** elected.

Carryover: The Provisions in Section 8.07 of the Plan to permit a Carryover with respect to the Medical Expense Reimbursement Plan **are** elected.

Carryover Maximum: **\$500.00** per Plan Year.

HEART Act: The provisions in Section 8.08 of the Plan to permit the Qualified Reservist Distribution of the Heroes Earnings Assistance and Relief Tax Act (HEART) **are not** elected.

Eligibility Requirements for Participation, if different than Item C.

8. **Health Savings Accounts** – The Plan permits contributions to be made to a Health Savings Account on a pretax basis in accordance with Section X of the Plan and the following provisions:

HSA Trustee – **N/A**

Maximum Contribution – **N/A**

Limitation on Eligible Medical Expenses – For purposes of the Medical Reimbursement Plan, Eligible Medical Expenses of a Participant that is eligible for and elects to participate in a Health Savings Account shall be limited to expenses for:

Eligibility Requirements for Participation, if different than Item C.

- a. An Employee must complete a Certification of Health Savings Account Eligibility which confirms that the Participant is an eligible individual who is entitled to establish a Health Savings Account in accordance with Code Section 223(c)(1).
- b. Eligibility for the Health Savings Account shall begin on the later of (i) first day of the month coinciding with or next following the Employee's commencement of coverage under the High Deductible Health Plan, or (ii) the first day following the end of a Grace Period available to the Employee with respect to the Medical Reimbursement Accounts that are not limited to vision and dental expenses (unless the participant has a \$0.00 balance on the last day of the plan year).
- c. An Employee's eligibility for the Health Savings Account shall be determined monthly.

9. **Temporary COVID Relief Amendment**—The Plan permits the following Changes in accordance with Section XIV of the Plan, and as selected by the Employer.

ARPA DCA Max Election

CAA DCA Age Increase

The Plan shall be construed, enforced, administered, and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974, (as amended) if applicable, the Internal Revenue Code of 1986 (as amended), and the laws of the State of Oklahoma. Should any provision be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only, will be deemed not to include the provision determined to be void.

This Plan is hereby adopted _____.

**Stillwater Public Schools -
(Name of Employer)**

Signed By: _____

Title: _____

APPENDIX A

Related Employers that have adopted this Plan

**Name(s):
N/A**

**THIS DOCUMENT IS NOT COMPLETE WITHOUT SECTIONS I THROUGH XIII
PD – 1122 SW Document ID # 167276MCP #64226 Effective Date:09/01/2024 7/15/24 3:33 PM**

SECTION 125 FLEXIBLE BENEFIT PLAN

SECTION I

PURPOSE

The Employer is establishing this Flexible Benefit Plan in order to make a broader range of benefits available to its Employees and their Beneficiaries. This Plan allows Employees to choose among different types of benefits and select the combination best suited to their individual goals, desires, and needs. These choices include an option to receive certain benefits in lieu of taxable compensation.

In establishing this Plan, the Employer desires to attract, reward, and retain highly qualified, competent Employees, and believes this Plan will help achieve that goal.

It is the intent of the Employer to establish this Plan in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service. This Plan will grant to eligible Employees an opportunity to purchase qualified benefits which, when purchased alone by the Employer, would not be taxable.

SECTION II

DEFINITIONS

The following words and phrases appear in this Plan and will have the meaning indicated below unless a different meaning is plainly required by the context:

2.01 **Administrator** The Employer unless another has been designated in writing by the Employer as Administrator within the meaning of Section 3(16) of ERISA (if applicable).

2.02 **Beneficiary** Any person or persons designated by a participating Employee to receive any benefit payable under the Plan on account of the Employee's death.

2.02a **Carryover** The amount equal to the lesser of (a) any unused amounts from the immediately preceding Plan Year or (b) an amount up to \$610, as indexed for inflation, paralleling the indexing applicable to the limit on salary reduction contributions under Code Section 125(i) of the Code, except that in no event may the Carryover be less than five dollars (\$5).

2.03 **Code** Internal Revenue Code of 1986, as amended.

2.04 **Dependent** Any of the following:

(a) Tax Dependent: A Dependent includes a Participant's spouse and any other person who is a Participant's dependent within the meaning of Code Section 152, provided that, with respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Participant's dependent (i) is any person within the meaning of Code Section 152, determined without regard to Subsections (b)(1), (b)(2), and

(d)(1)(B) thereof, and (ii) includes any child of the Participant to whom Code Section 152(e) applies (such child will be treated as a dependent of both divorced parents).

(b) Student on a Medically Necessary Leave of Absence: With respect to any plan that is considered a group health plan under Michelle's Law (and not a HIPAA excepted benefit under Code Sections 9831(b), (c) and 9832(c)) and to the extent the Employer is required by Michelle's Law to provide continuation coverage, a Dependent includes a child who qualifies as a Tax Dependent (defined in Section 2.04(a)) because of his or her full-time student status, is enrolled in a group health plan, and is on a medically necessary leave of absence from school. The child will continue to be a Dependent if the medically necessary leave of absence commences while the child is suffering from a serious illness or injury, is medically necessary, and causes the child to lose student status for purposes of the group health plan's benefits coverage. Written physician certification that the child is suffering from a serious illness or injury and that the leave of absence is medically necessary is required at the Administrator's request. The child will no longer be considered a Dependent as of the earliest date that the child is no longer on a medically necessary leave of absence, the date that is one year after the first day of the medically necessary leave of absence, or the date benefits would otherwise terminate under either the group health plan or this Plan. Terms related to Michelle's Law, and not otherwise defined, will have the meaning provided under the Michelle's Law provisions of Code Section 9813.

(c) Adult Children: With respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Dependent includes a child of a Participant who as of the end of the calendar year has not attained age 27. A 'child' for purpose of this Section 2.04(c) means an individual who is a son, daughter, stepson, or stepdaughter of the Participant, a legally adopted individual of the Participant, an individual who is lawfully placed with the Participant for legal adoption by the Participant, or an eligible foster child who is placed with the Participant by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. An adult child described in this Section 2.04(c) is only a Dependent with respect to benefits provided after March 30, 2010 (subject to any other limitations of the Plan).

Dependent for purposes of the Dependent Care Reimbursement Plan is defined in Section 9.04(a).

2.05 **Effective Date** The effective date of this Plan as shown in Item B of the Adoption Agreement.

2.06 **Elective Contribution** The amount the Participant authorizes the Employer to reduce compensation for the purchase of benefits elected.

- 2.07 **Eligible Employee** Employee meeting the eligibility requirements for participation as shown in Item C of the Adoption Agreement.
- 2.08 **Employee** Any person employed by the Employer on or after the Effective Date.
- 2.09 **Employer** The entity shown in Item A of the Adoption Agreement, and any Related Employers authorized to participate in the Plan with the approval of the Employer. Related Employers who participate in this Plan are listed in Appendix A to the Adoption Agreement. For the purposes of Section 11.01 and 11.02, only the Employer as shown in Item A of the Adoption Agreement may amend or terminate the Plan.
- 2.10 **Employer Contributions** Amounts that have not been actually received by the Participant and are available to the Participant for the purpose of selecting benefits under the Plan. This term includes Non-Elective Contributions and Elective Contributions through salary reduction.
- 2.11 **Entry Date** The date that an Employee is eligible to participate in the Plan.
- 2.12 **ERISA** The Employee Retirement Income Security Act of 1974, Public Law 93-406 and all regulations and rulings issued thereunder, as amended (if applicable).
- 2.13 **Fiduciary** The named fiduciary shall mean the Employer, the Administrator and other parties designated as such, but only with respect to any specific duties of each for the Plan as may be set forth in a written agreement.
- 2.14 **Health Savings Account** A "health savings account" as defined in Section 223(d) of the Internal Revenue Code of 1986, as amended established by the Participant with the HSA Trustee.
- 2.15 **HSA Trustee** The Trustee of the Health Savings Account which is designated in Section F.8 of the Adoption Agreement.
- 2.16 **Highly Compensated** Any Employee who at any time during the Plan Year is a "highly compensated employee" as defined in Section 414(q) of the Code.
- 2.17 **High Deductible Health Plan** A health plan that meets the statutory requirements for annual deductibles and out-of-pocket expenses set forth in Code section 223(c)(2).
- 2.18 **HIPAA** The Health Insurance Portability and Accountability Act of 1996, as amended.

- 2.19 **Insurer** Any insurance company that has issued a policy pursuant to the terms of this Plan.
- 2.20 **Key Employee** Any Participant who is a "key employee" as defined in Section 416(i) of the Code.
- 2.21 **Non-Elective Contribution** A contribution amount made available by the Employer for the purchase of benefits elected by the Participant.
- 2.22 **Participant** An Employee who has qualified for Plan participation as provided in Item C of the Adoption Agreement.
- 2.23 **Plan** The Plan referred to in Item A of the Adoption Agreement as may be amended from time to time.
- 2.24 **Plan Year** The Plan Year as specified in Item D of the Adoption Agreement.
- 2.25 **Policy** An insurance policy issued as a part of this Plan.
- 2.26 **Preventative Care** Medical expenses which meet the safe harbor definition of "preventative care" set forth in IRS Notice 2004-23, which includes, but is not limited to, the following: (i) periodic health evaluations, such as annual physicals (and the tests and diagnostic procedures ordered in conjunction with such evaluations); (ii) well-baby and/or well-child care; (iii) immunizations for adults and children; (iv) tobacco cessation and obesity weight-loss programs; and (v) screening devices. However, preventative care does not generally include any service or benefit intended to treat an existing illness, injury or condition.
- 2.27 **Recordkeeper** The person designated by the Employer to perform recordkeeping and other ministerial duties with respect to the Medical Expense Reimbursement Plan and/or the Dependent Care Reimbursement Plan.
- 2.28 **Related Employer** Any employer that is a member of a related group of organizations with the Employer shown in Item A of the Adoption Agreement, and as specified under Code Section 414(b), (c) or (m).

SECTION III

ELIGIBILITY, ENROLLMENT, AND PARTICIPATION

- 3.01 **ELIGIBILITY:** Each Employee of the Employer who has met the eligibility requirements of Item C of the Adoption Agreement will be eligible to participate in the Plan on the Entry Date specified or the Effective Date of the Plan, whichever is later. Dependent eligibility to receive benefits under any of the plans listed in Item F of the Adoption Agreement will be described in the documents governing those benefit plans. To the extent a Dependent is eligible to receive benefits under a plan listed in Item F, an

Eligible Employee may elect coverage under this Plan with respect to such Dependent. Notwithstanding the foregoing, life insurance coverage on the life of a Dependent may not be elected under this Plan.

- 3.02 ENROLLMENT: An eligible Employee may enroll (or re-enroll) in the Plan by submitting to the Employer, during an enrollment period, an Election Form which specifies his or her benefit elections for the Plan Year and which meets such standards for completeness and accuracy as the Employer may establish. A Participant's Election Form shall be completed prior to the beginning of the Plan Year, and shall not be effective prior to the date such form is submitted to the Employer. Any Election Form submitted by a Participant in accordance with this Section shall remain in effect until the earlier of the following dates: the date the Participant terminates participation in the Plan; or, the effective date of a subsequently filed Election Form.

A Participant's right to elect certain benefit coverage shall be limited hereunder to the extent such rights are limited in the Policy. Furthermore, a Participant will not be entitled to revoke an election after a period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage unless both the revocation and the new election are on account of and consistent with a change in status, or other allowable events, as determined by Section 125 of the Internal Revenue Code and the regulations thereunder.

- 3.03 TERMINATION OF PARTICIPATION: A Participant shall continue to participate in the Plan until the earlier of the following dates:
- a. The date the Participant terminates employment by death, disability, retirement or other separation from service; or
 - b. The date the Participant ceases to work for the Employer as an eligible Employee; or
 - c. The date of termination of the Plan; or
 - d. The first date a Participant fails to pay required contributions while on a leave of absence.

- 3.04 SEPARATION FROM SERVICE: The existing elections of an Employee who separates from the employment service of the Employer shall be deemed to be automatically terminated and the Employee will not receive benefits for the remaining portion of the Plan Year.

- 3.05 QUALIFYING LEAVE UNDER FAMILY LEAVE ACT: Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain the Participant's existing coverage under the Plan with respect to benefits under Section V and Section VIII of the Plan on the same terms and conditions as though he were still an active Employee. If the Employee opts to continue his coverage, the Employee may pay his Elective Contribution with after-tax dollars while on leave (or pre-tax dollars to the extent he receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his Elective Contribution for the expected duration of the leave on a pre-tax salary reduction basis out of his pre-leave compensation (including unused sick days or vacation) by making a special election to that effect prior to the date such compensation would normally be made available to him (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his leave, or as otherwise required by the FMLA.

SECTION IV

CONTRIBUTIONS

4.01 EMPLOYER CONTRIBUTIONS: The Employer may pay the costs of the benefits elected under the Plan with funds from the sources indicated in Item E of the Adoption Agreement. The Employer Contribution may be made up of Non-Elective Contributions and/or Elective Contributions authorized by each Participant on a salary reduction basis.

4.02 IRREVOCABILITY OF ELECTIONS: A Participant may file a written election form with the Administrator before the end of the current Plan Year revising the rate of his contributions or discontinuing such contributions effective as of the first day of the next following Plan Year. The Participant's Elective Contributions will automatically terminate as of the date his employment terminates. Except as provided in this Section 4.02 and Section 4.03, a Participant's election under the Plan is irrevocable for the duration of the plan year to which it relates. The exceptions to the irrevocability requirement which would permit a mid-year election change in benefits and the salary reduction amount elected are set out in the Treasury regulations promulgated under Code Section 125, which include the following:

(a) Change in Status. A Participant may change or revoke his election under the Plan upon the occurrence of a valid change in status, but only if such change or termination is made on account of, and is consistent with, the change in status in accordance with the Treasury regulations promulgated under Section 125. The Employer, in its sole discretion as Administrator, shall determine whether a requested change is on account of and consistent with a change in status, as follows:

- (1) Change in Employee's legal marital status, including marriage, divorce, death of spouse, legal separation, and annulment;
- (2) Change in number of Dependents, including birth, adoption, placement for adoption, and death;
- (3) Change in employment status, including any employment status change affecting benefit eligibility of the Employee, spouse or Dependent, such as termination or commencement of employment, change in hours, strike or lockout, a commencement or return from an unpaid leave of absence, and a change in work site. If the eligibility for either the cafeteria Plan or any underlying benefit plans of the Employer of the Employee, spouse or Dependent relies on the employment status of that individual, and there is a change in that individual's employment status resulting in gaining or losing eligibility under the Plan, this constitutes a valid change in status. This category only applies if benefit eligibility is lost or gained as a result of the event. If an Employee terminates and is rehired within 30 days, the Employee is required to step back into his previous election. If the Employee terminates and is rehired after 30 days, the Employee may either step back into the previous election or make a new election;
- (4) Dependent satisfies, or ceases to satisfy, Dependent eligibility requirements due to attainment of age, gain or loss of student status, marriage or any similar circumstances; and
- (5) Residence change of Employee, spouse or Dependent, affecting the Employee's eligibility for coverage.

(b) Special Enrollment Rights. If a Participant or his or her spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code Section 9801(f), then a Participant may revoke a prior election for group health plan coverage and make a new election, provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise in the following circumstances: (i) a Participant or his or her spouse or Dependent declined to enroll in group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because the coverage was provided under COBRA and the COBRA coverage was exhausted, or the

coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated; (ii) a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption; (iii) the Participant's or his or her spouse's or Dependent's coverage under a Medicaid plan or under a children's health insurance program (CHIP) is terminated as a result of loss of eligibility for such coverage and the Participant requests coverage under the group health plan not later than 60 days after the date of termination of such coverage; or (iv) the Participant, his or her spouse or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's insurance program with respect to coverage under the group health plan and the Participant requests coverage under the group health plan not later than 60 days after the date the Participant, his or her spouse or Dependent is determined to be eligible for such assistance. An election change under (iii) or (iv) of this provision must be requested within 60 days after the termination of Medicaid or state health plan coverage or the determination of eligibility for a state premium assistance subsidy, as applicable. Special enrollment rights under the health insurance plan will be determined by the terms of the health insurance plan.

- (c) Certain Judgments, Decrees or Orders. If a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order [QMCSO]) requires accident or health coverage for a Participant's child or for a foster child who is a dependent of the Participant, the Participant may have a mid-year election change to add or drop coverage consistent with the Order.
- (d) Entitlement to Medicare or Medicaid. If a Participant, Participant's spouse or Participant's Dependent who is enrolled in an accident or health plan of the Employer becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may cancel or reduce health coverage under the Employer's Plan. Loss of Medicare or Medicaid entitlement would allow the Participant to add health coverage under the Employer's Plan.
- (e) Family Medical Leave Act. If an Employee is taking leave under the rules of the Family Medical Leave Act, the Employee may revoke previous elections and re-elect benefits upon return to work.
- (f) COBRA Qualifying Event. If an Employee has a COBRA qualifying event (a reduction in hours of the Employee, or a Dependent ceases eligibility), the Employee may increase his pre-tax contributions for coverage under the Employer's Plan if a COBRA event occurs with respect to the Employee, the Employee's spouse or Dependent. The COBRA rule does not apply to COBRA coverage under another Employer's Plan.
- (g) Changes in Eligibility for Adult Children. To the extent the Employer amends a plan listed in Item F of the Adoption Agreement that provides benefits that are excluded from an Employee's income under Code Section 105 to provide that Adult Children (as defined in Section 2.04(c)) are eligible to receive benefits under the plan, an Eligible Employee may make or change an election under this Plan to add coverage for the Adult Child and to make any corresponding change to the Eligible Employee's coverage that is consistent with adding coverage for the Adult Child.
- (h) Cancellation due to reduction in hours of service. A Participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:
 - (i) The Participant has been in an employment status under which the Participant was reasonably expected to average at least 30 hours of service per week and there is a change

in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and

- (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the cancellation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is cancelled.
- (i) Cancellation due to enrollment in a Qualified Health Plan. A participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:
- (i) The Participant is eligible for a Special Enrollment Period (as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan (as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
 - (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is cancelled.
- (j) Cancellation due to related individuals' enrollment in a Qualified Health Plan. For elections effective on or after January 1, 2023, a participant may cancel an election of family coverage under a group health plan (as that term is defined in Code Section 9832(a)), except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:
- (i) One or more related individuals are eligible for a Special Enrollment Period (as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan (as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or one or more already-covered related individuals seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
 - (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the related individual or related individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day

immediately following the last day of the original coverage that is cancelled. If the employee does not enroll in a Qualified Health Plan through an Exchange as set forth in Notice 2014-55, the employee must elect self-only coverage (or family coverage including one or more already-covered related individuals) under the group health plan.

Notwithstanding anything to the contrary in this Section 4.02, the change in election rules in this Section 4.02 do not apply to the Medical Expense Reimbursement Plan, or may not be modified with respect to the Medical Expense Reimbursement Plan if the Plan is being administered by a Recordkeeper other than the Employer, unless the Employer and the Recordkeeper otherwise agree in writing.

4.03 OTHER EXCEPTIONS TO IRREVOCABILITY OF ELECTIONS. Other exceptions to the irrevocability of election requirement permit mid-year election changes and apply to all qualified benefits except for Medical Expense Reimbursement Plans, as follows:

- (a) Change in Cost. If the cost of a benefit package option under the Plan significantly increases during the plan year, Participants may (i) make a corresponding increase in their salary reduction amount, (ii) revoke their elections and make a prospective election under another benefit option offering similar coverage, or (iii) revoke election completely if no similar coverage is available, including in spouse or dependent's plan. If the cost significantly decreases, employees may elect coverage even if they had not previously participated and may drop their previous election for a similar coverage option in order to elect the benefit package option that has decreased in cost during the year. If the increased or decreased cost of a benefit package option under the Plan is insignificant, the participant's salary reduction amount shall be automatically adjusted.
- (b) Significant curtailment of coverage.
 - (i) With no loss of coverage. If the coverage under a benefit package option is significantly curtailed or ceases during the Plan Year, affected Participants may revoke their elections for the curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage.
 - (ii) With loss of coverage. If there is a significant curtailment of coverage with loss of coverage, affected Participants may revoke election for curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage, or drop coverage if no similar benefit package option is available.
- (c) Addition or Significant Improvement of Benefit Package Option. If during the Plan Year a new benefit package option is added or significantly improved, eligible employees, whether currently participating or not, may revoke their existing election and elect the newly added or newly improved option.
- (d) Change in Coverage of a Spouse or Dependent Under Another Employer's Plan. If there is a change in coverage of a spouse, former spouse, or Dependent under another employer's plan, a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the spouse or Dependent. This rule applies if (1) mandatory changes in coverage are initiated by either the insurer of spouse's plan or by the spouse's employer, or (2) optional changes are initiated by the spouse's employer or by the spouse through open enrollment.
- (e) Loss of coverage under other group health coverage. If during the Plan Year coverage is lost under any group health coverage sponsored by a governmental or educational institution, a Participant may

prospectively change his or her election to add group health coverage for the affected Participant or his or her spouse or dependent.

- 4.04 CASH BENEFIT: Available amounts not used for the purchase of benefits under this Plan may be considered a cash benefit under the Plan payable to the Participant as taxable income to the extent indicated in Item E of the Adoption Agreement.
- 4.05 PAYMENT FROM EMPLOYER'S GENERAL ASSETS: Payment of benefits under this Plan shall be made by the Employer from Elective Contributions which shall be held as a part of its general assets.
- 4.06 EMPLOYER MAY HOLD ELECTIVE CONTRIBUTIONS: Pending payment of benefits in accordance with the terms of this Plan, Elective Contributions may be retained by the Employer in a separate account or, if elected by the Employer and as permitted or required by regulations of the Internal Revenue Service, Department of Labor or other governmental agency, such amounts of Elective Contributions may be held in a trust pending payment.
- 4.07 MAXIMUM EMPLOYER CONTRIBUTIONS: With respect to each Participant, the maximum amount made available to pay benefits for any Plan Year shall not exceed the Employer's Contribution specified in the Adoption Agreement and as provided in this Plan.

SECTION V

GROUP MEDICAL INSURANCE BENEFIT PLAN

- 5.01 PURPOSE: These benefits provide the group medical insurance benefits to Participants.
- 5.02 ELIGIBILITY: Eligibility will be as required in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 5.05 COBRA: To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA, Participants and Dependents shall be entitled to continued participation in this Group Medical Insurance Benefit Plan by contributing monthly (from their personal assets previously subject to taxation) 102% of the amount of the premium for the desired benefit during the period that such individual is entitled to elect continuation coverage, provided, however, in the event the continuation period is extended to 29 months due to disability, the premium to be paid for continuation coverage for the 11 month extension period shall be 150% of the applicable premium.
- 5.06 SECTION 105 AND 106 PLAN: It is the intention of the Employer that these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 105 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention. It is also the intention of the Employer to comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 as outlined in the policies identified in the Adoption Agreement.
- 5.07 CONTRIBUTIONS: Contributions for these benefits will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.
- 5.08 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT: Notwithstanding anything to the contrary herein, the Group Medical Insurance Benefit Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

SECTION VI

DISABILITY INCOME BENEFIT PLAN

- 6.01 PURPOSE: This benefit provides disability insurance designated to provide income to Participants during periods of absence from employment because of disability.
- 6.02 ELIGIBILITY: Eligibility will be as required in Item F(2) of the Adoption Agreement.
- 6.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(2) of the Adoption Agreement.

- 6.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the Disability Income Benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 6.05 SECTION 104 AND 106 PLAN: It is the intention of the Employer that the premiums paid for these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 6.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

SECTION VII

GROUP AND INDIVIDUAL LIFE INSURANCE PLAN

- 7.01 PURPOSE: This benefit provides group life insurance benefits to Participants and may provide certain individual policies as provided for in Item F(5) of the Adoption Agreement.
- 7.02 ELIGIBILITY: Eligibility will be as required in Item F(5) of the Adoption Agreement.
- 7.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(5) of the Adoption Agreement.
- 7.04 TERMS, CONDITIONS, AND LIMITATIONS: The terms, conditions, and limitations of the group life insurance are specifically described in the Policy identified in the Adoption Agreement.
- 7.05 SECTION 79 PLAN: It is the intention of the Employer that the premiums paid for the benefits described in Item F(5) of the Adoption Agreement shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan to the extent provided in Code Section 79, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 7.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement. Any individual policies purchased by the Employer for the Participant will be owned by the Participant.

SECTION VIII

MEDICAL EXPENSE REIMBURSEMENT PLAN

- 8.01 PURPOSE: The Medical Expense Reimbursement Plan is designed to provide for reimbursement of Eligible Medical Expenses (as defined in Section 8.04) that are not reimbursed under an insurance plan, through damages, or from any other source. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Sections 105 and 106, for Participants who elect this benefit and all provisions of this Section VIII shall be construed in a manner consistent with that intention.
- 8.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(7) of the Adoption Agreement.

8.03 TERMS, CONDITIONS, AND LIMITATIONS:

- a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Medical Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
- b. Maximum benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's Elective Contribution allocated to the program during the Plan Year, not to exceed the maximum amount set forth in Item F(7) of the Adoption Agreement.
- c. Claim Procedure. In order to be reimbursed for any medical expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of expense as determined by the Reimbursement Recordkeeper. Forms for reimbursement of Eligible Medical Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Medical Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- d. Funding. The funding of the Medical Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administrative expenses become due and payable under this Medical Expense Reimbursement Plan.
- e. Forfeiture. Subject to Section 8.06 and 8.07, any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Medical Expenses incurred during the Participant's participation during the Plan Year shall be forfeited and shall remain assets of the Plan. With respect to a Participant who terminates employment with the Employer and who has not elected to continue coverage under this Plan pursuant to COBRA rights referenced under Section 8.03(f) herein, such Participant shall not be entitled to reimbursement for Eligible Medical Expenses incurred after his termination date regardless if such Participant has any amounts of Employer Contributions remaining to his credit. Upon the death of any Participant who has any amounts of Employer Contributions remaining to his credit, a dependent of the Participant may elect to continue to claim reimbursement for Eligible Medical Expenses in the same manner as the Participant could have for the balance of the Plan Year.
- f. COBRA. To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA ("COBRA"), a Participant and a Participant's Dependents shall be entitled to elect continued participation in this Medical Expense Reimbursement Plan only through the end of the plan year in which the qualifying event occurs, by contributing monthly (from their personal assets previously subject to taxation) to the Employer/Administrator, 102% of the amount of desired reimbursement through the end of the Plan Year in which the qualifying event occurs. Specifically, such individuals will be eligible for COBRA continuation coverage only if they have a positive Medical Expense Reimbursement Account balance on the date of the qualifying event. Participants who have a deficit balance in their Medical Expense Reimbursement Account on the

date of their qualifying event shall not be entitled to elect COBRA coverage. In lieu of COBRA, Participants may continue their coverage through the end of the current Plan Year by paying those premiums out of their last paycheck on a pre-tax basis.

- g. Nondiscrimination. Benefits provided under this Medical Expense Reimbursement Plan shall not be provided in a manner that discriminates in favor of Employees or Dependents who are highly compensated individuals, as provided under Section 105(h) of the Code and regulations promulgated thereunder.
- h. Uniform Coverage Rule. Notwithstanding that a Participant has not had withheld and credited to his account all of his contributions elected with respect to a particular Plan Year, the entire aggregate annual amount elected with respect to this Medical Expense Reimbursement Plan (increased by any Carryover to the Plan Year), shall be available at all times during such Plan Year to reimburse the participant for Eligible Medical Expenses with respect to this Medical Expense Reimbursement Plan. To the extent contributions with respect to this Medical Expense Reimbursement Plan are insufficient to pay such Eligible Medical Expenses, it shall be the Employer's obligation to provide adequate funds to cover any short fall for such Eligible Medical Expenses for a Participant; provided subsequent contributions with respect to this Medical Expense Reimbursement Plan by the Participant shall be available to reimburse the Employer for funds advanced to cover a previous short fall.
- i. Uniformed Services Employment and Reemployment Rights Act. Notwithstanding anything to the contrary herein, this Medical Expense Reimbursement Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).
- j. Proration of Limit. In the event that the Employer has purchased a uniform coverage risk policy from the Recordkeeper, then the Maximum Coverage amount specified in Section F.7 of the Adoption Agreement shall be pro rated with respect to (i) an Employee who becomes a Participant and enters the Plan during the Plan Year, and (ii) short plan years initiated by the Employer. Such Maximum Coverage amount will be pro rated by dividing the annual Maximum Coverage amount by 12, and multiplying the quotient by the number of remaining months in the Plan Year for the new Participant or the number of months in the short Plan Year, as applicable.
- k. Continuation Coverage for Certain Dependent Children. In the event that benefits under the Medical Expense Reimbursement Plan does not qualify for the exception from the portability rules of HIPAA, then, effective for Plan Years beginning on or after October 9, 2009, notwithstanding the foregoing provisions, coverage for a Dependent child who is enrolled in the Medical Expense Reimbursement Plan as a student at a post-secondary educational institution will not terminate due to a medically necessary leave of absence before a date that is the earlier of:
- the date that is one year after the first day of the medically necessary leave of absence; or
 - the date on which such coverage would otherwise terminate under the terms of the Plan.

For purposes of this paragraph, “medically necessary leave of absence” means a leave of absence of the child from a post-secondary educational institution, or any other change in enrollment of the child at the institution, that: (i) commences while the child is suffering from a serious illness or injury; (ii) is medically necessary; and (iii) causes the child to lose student status for purposes of coverage under the terms of the Plan. A written certification must be provided by a treating physician of the dependent child to the Plan in order for the continuation coverage requirement to

apply. The physician's certification must state that the child is suffering from a serious illness or injury and that the leave of absence (or other change in enrollment) is medically necessary.

8.04 ELIGIBLE MEDICAL EXPENSES:

- a. Eligible Medical Expense in General. The phrase 'Eligible Medical Expense' means any expense incurred by a Participant or any of his Dependents (subject to the restrictions in Sections 8.04(b) and (c)) during a Plan Year that (i) qualifies as an expense incurred by the Participant or Dependents for medical care as defined in Code Section 213(d) and meets the requirements outlined in Code Section 125, (ii) is excluded from gross income of the Participant under Code Section 105(b), and (iii) has not been and will not be paid or reimbursed by any other insurance plan, through damages, or from any other source. Notwithstanding the above, capital expenditures are not Eligible Medical Expenses under this Plan.
- b. Expenses Incurred After Commencement of Participation. Only medical care expenses incurred by a Participant or the Participant's Dependent(s) on or after the date such Participant commenced participation in the Medical Expense Reimbursement Plan shall constitute an Eligible Medical Expense.
- c. Eligible Expenses Incurred by Dependents. For purposes of this Section, Eligible Medical Expenses incurred by Dependents defined in Section 2.04(c) are eligible for reimbursement if incurred after March 30, 2010; Eligible Medical Expenses incurred by Dependents defined in Sections 2.04(a) and (b) are eligible for reimbursement if incurred either before or after March 30, 2010 (subject to the restrictions of Section 8.04(b)).
- d. Health Savings Accounts. If the Employer has elected in Item F.8 of the Adoption Agreement to allow Eligible Employees to contribute to Health Savings Accounts under the Plan, then for a Participant who is eligible for and elects to contribute to a Health Savings Accounts, Eligible Medical Expenses shall be limited as set forth in Item F.8 of the Adoption Agreement.

8.05 USE OF DEBIT CARD: In the event that the Employer elects to allow the use of debit cards ("Debit Cards") for reimbursement of Eligible Medical Expenses under the Medical Expense Reimbursement Plan, the provisions described in this Section shall apply.

- a. Substantiation. The following procedures shall be applied for purposes of substantiating claimed Eligible Medical Expenses after the use of a Debit Card to pay the claimed Eligible Medical Expense:
 - (i) If the dollar amount of the transaction at a health care provider equals the dollar amount of the co-payment for that service under the Employer's major medical plan of the specific employee-cardholder, the charge is fully substantiated without the need for submission of a receipt or further review.
 - (ii) If the merchant, service provider, or other independent third-party (e.g., pharmacy benefit manager), at the time and point of sale, provides information to verify to the Recordkeeper (including electronically by e-mail, the internet, intranet, or telephone) that the charge is for a medical expense, the charge is fully substantiated without the need for submission of a receipt or further review.

- b. Status of Charges. All charges to a Debit Card, other than co-payments and real-time substantiation as described in Subsection (a) above, are treated as conditional pending confirmation of the charge, and additional third-party information, such as merchant or service provider receipts, describing the service or product, the date of the service or sale, and the amount, must be submitted for review and substantiation.
- c. Correction Procedures for Improper Payments. In the event that a claim has been reimbursed and is subsequently identified as not qualifying for reimbursement, one or all of the following procedures shall apply:
 - (i) First, upon the Recordkeeper's identification of the improper payment, the Eligible Employee will be required to pay back to the Plan an amount equal to the improper payment.
 - (ii) Second, where the Eligible Employee does not pay back to the Plan the amount of the improper payment, the Employer will have the amount of the improper payment withheld from the Eligible Employee's wages or other compensation to the extent consistent with applicable law.
 - (iii) Third, if the improper payment still remains outstanding, the Plan may utilize a claim substitution or offset approach to resolve improper claims payments.
 - (iv) If the above correction efforts prove unsuccessful, or are otherwise unavailable, the Eligible Employee will remain indebted to the Employer for the amount of the improper payment. In that event and consistent with its business practices, the Employer may treat the payment as it would any other business indebtedness.
 - (v) In addition to the above, the Employer and the Plan may take other actions they may deem necessary, in their sole discretion, to ensure that further violations of the terms of the Debit Card do not occur, including, but not limited to, denial of access to the Debit Card until the indebtedness is repaid by the Eligible Employee.
- d. Intent to Comply with Rev. Rul. 2003-43. It is the Employer's intent that any use of Debit Cards to pay Eligible Medical Expenses shall comply with the guidelines for use of such cards set forth in Rev. Rul. 2003-43, and this Section 8.05 shall be construed and interpreted in a manner necessary to comply with such guidelines.

8.06 GRACE PERIOD: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Grace Period with respect to the Medical Reimbursement Plan, the provisions of this Section 8.06 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2005-42, a Participant who has unused contributions relating to the Medical Reimbursement Plan from the immediately preceding Plan Year, and who incurs Eligible Medical Expenses for such qualified benefit during the Grace Period, may be paid or reimbursed for those Eligible Medical Expenses from the unused contributions as if the expenses had been incurred in the immediately preceding Plan Year. For purposes of this Section, 'Grace Period' shall mean the period extending to the 15th day of the third calendar month after the end of the immediately preceding Plan Year to which it relates. Eligible Medical Expenses incurred during the Grace Period shall be reimbursed first from unused contributions allocated to the Medical Reimbursement Plan for the prior Plan Year, and then from unused contributions for the current Plan Year, if participant is enrolled in current Plan Year.

8.07 CARRYOVER: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Carryover with respect to the Medical Reimbursement Plan, the provisions of this Section 8.07 shall apply.

Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2013-71, the Carryover for a Participant who has an amount remaining unused as of the end of the run-off period for the Plan Year, may be used to pay or reimburse Eligible Medical Expenses during the following entire Plan Year. The Carryover does not count against or otherwise affect the Maximum benefit set forth in Section 8.03 (b). Eligible Medical Expenses incurred during a Plan Year shall be reimbursed first from unused contributions for the current Plan Year, and then from any Carryover carried over from the preceding Plan Year. Any unused amounts from the prior Plan Year that are used to reimburse a current Plan Year expense (a) reduce the amounts available to pay prior Plan Year expenses during the run-off period, (b) must be counted against any Carryover amount from the prior Plan Year, and (c) cannot exceed the maximum Carryover from the prior Plan Year. If the Employer elects to apply Section 8.06 in Section F.7 of the Adoption Agreement, this Section 8.07 shall not apply.

- 8.08 QUALIFIED RESERVIST DISTRIBUTIONS: Notwithstanding anything in the Plan to the contrary, an individual who, by reason of being a member of a reserve component (as defined in 37 U.S.C. § 101), is ordered or called to active duty for a period in excess of 179 days or for an indefinite period may elect to receive a distribution of all or a portion of the unused Elective Contributions in his or her Account relating to the Medical Expense Reimbursement Plan if the distribution is made during the period beginning on the date of such order or call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year that includes the date of such order or call. If the distribution is for the entire amount of unused Elective Contributions available in the Medical Expense Reimbursement Plan, then no additional reimbursement requests will be processed for the remainder of the Plan Year.

SECTION IX

DEPENDENT CARE REIMBURSEMENT PLAN

- 9.01 PURPOSE: The Dependent Care Reimbursement Plan is designed to provide for reimbursement of certain employment-related dependent care expenses of the Participant. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Section 129, for Participants who elect this benefit, and all provisions of this Section IX shall be construed in a manner consistent with that intention.
- 9.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(6) of the Adoption Agreement.
- 9.03 TERMS, CONDITIONS, AND LIMITATIONS:
- a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Dependent Care Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
 - b. Maximum Benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's allocation to the program during the Plan Year not to exceed the maximum amount set forth in Item F(6) of the adoption agreement.

For purpose of this Section IX, the phrase "earned income" shall mean wages, salaries, tips and other employee compensation, but only if such amounts are includible in gross income for the taxable year. A Participant's spouse who is physically or mentally incapable of self-care as described in Section 9.04(a)(ii) or a spouse who is a full-time student within the meaning of Code Section 21(e)(7) shall be deemed to have earned income for each month in which such spouse is so disabled (or a full-time student). The amount of such deemed earned income shall be \$250 per month in the case of one Dependent and \$500 per month in the case of two or more Dependents.

- c. Claim Procedure. In order to be reimbursed for any dependent care expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense from an independent third party acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of the expense as determined by the Reimbursement Recordkeeper. Claims for reimbursement of Eligible Dependent Care Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Dependent Care Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of the incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- d. Funding. The funding of the Dependent Care Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administration expenses become due and payable under this Dependent Care Expense Reimbursement Plan.
- e. Forfeiture. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Dependent Care Expenses incurred during the Plan Year shall be forfeited and remain assets of the Plan.
- f. Nondiscrimination. Benefits provided under this Dependent Care Reimbursement Plan shall not be provided in a manner that discriminates in favor of Highly Compensated Employees (as defined in Code Section 414(q)) or their dependents, as provided in Code Section 129. In addition, no more than 25 percent of the aggregate Eligible Dependent Care Expenses shall be reimbursed during a Plan Year to five percent owners, as provided in Code Section 129.

9.04 DEFINITIONS:

- a. "Dependent" (for purposes of this Section IX) means any individual who is:
 - (i) a Participant's qualifying child (as defined in Code Section 152 (c)) who has not attained the age of 13; or
 - (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively) or the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the taxpayer for more than half of the taxable year. For purposes of this Dependent Care Reimbursement Plan, an individual shall be considered physically or mentally incapable of self-care if, as a result of a physical or mental defect, the individual is incapable of caring for his or her hygienic or nutritional needs, or requires full-time attention of another person for his or her own safety or the safety of others.

- b. "Dependent Care Center" (for purposes of this Section IX) shall be a facility which:
- (i) provides care for more than six individuals (other than individuals who reside at the facility);
 - (ii) receives a fee, payment, or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit); and
 - (iii) satisfies all applicable laws and regulations of a state or unit of local government.
- c. "Eligible Dependent Care Expenses" (for purposes of this Section IX) shall mean expenses incurred by a Participant which are:
- (i) incurred for the care of a Dependent of the Participant or for related household services;
 - (ii) paid or payable to a Dependent Care Service Provider; and
 - (iii) incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant.

"Eligible Dependent Care Expenses" shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is (i) a qualifying child (as defined in Code Section 152 (c)) under the age of 13, or (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively)), who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year, or (iii) the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year. Eligible Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.

- d. "Dependent Care Service Provider" (for purposes of this Section IX) means:
- (i) a Dependent Care Center, or
 - (ii) a person who provides care or other services described in Section 9.04(b) and who is not a related individual described in Section 129(c) of the Code.

SECTION X

HEALTH SAVINGS ACCOUNTS

10.01 PURPOSE: If elected by the Employer in Section F.8 of the Adoption Agreement, the Plan will permit pre-tax contributions to the Health Savings Account, and the provisions of this Article X shall apply.

10.02 BENEFITS: A Participant can elect benefits under the Health Savings Accounts portion of this Plan by electing to pay his or her Health Savings Account contributions on a pre-tax salary reduction basis. In addition, the Employer may make contributions to the Health Savings Account for the benefit of the Participant.

10.03 TERMS, CONDITIONS AND LIMITATION:

- a. Maximum Benefit. The maximum annual contributions that may be made to a Participant's Health Savings Account under this Plan is set forth in Section F.8 of the Adoption Agreement.

- b. Mid-Year Election Changes. Notwithstanding any to the contrary herein, a Participant election with respect to contributions for the Health Savings Account shall be revocable during the duration of the Plan Year to which the election relates. Consequently, a Participant may change his or her election with respect to contributions for the Health Savings Account at any time.

10.04 RESTRICTIONS ON MEDICAL REIMBURSEMENT PLAN: If the Employer has elected in Section F.8 of the Adoption Agreement both Health Savings Accounts under this Plan and the Medical Expense Reimbursement Plan, then the Eligible Medical Expenses that may be reimbursed under the Medical Reimbursement Plan for Participants who are eligible for and elect to participate in Health Savings Accounts shall be limited as set forth in Section F.8 of the Adoption Agreement.

10.05 NO ESTABLISHMENT OF ERISA PLAN: It is the intent of the Employer that the establishment of Health Savings Accounts are completely voluntary on the part of Participants, and that, in accordance with Department of Labor Field Assistance Bulletin 2004-1, the Health Savings Accounts are not “employee welfare benefit plans” for purposes of Title I of ERISA.

SECTION XI

AMENDMENT AND TERMINATION

11.01 AMENDMENT: The Employer shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of the provisions of this Plan, provided that no such amendment shall change the terms and conditions of payment of any benefits to which Participants and covered dependents otherwise have become entitled to under the provisions of the Plan, unless such amendment is made to comply with federal or local laws or regulations. The Employer also shall have the right to make any amendment retroactively which is necessary to bring the Plan into conformity with the Code. In addition, the Employer may amend any provisions or any supplements to the Plan and may merge or combine supplements or add additional supplements to the Plan, or separate existing supplements into an additional number of supplements.

11.02 TERMINATION: The Employer shall have the right at any time to terminate this Plan, provided that such termination shall not eliminate any obligations of the Employer which therefore have arisen under the Plan.

SECTION XII

ADMINISTRATION

12.01 NAMED FIDUCIARIES: The Administrator shall be the fiduciary of the Plan.

12.02 APPOINTMENT OF RECORDKEEPER: The Employer may appoint a Reimbursement Recordkeeper which shall have the power and responsibility of performing recordkeeping and other ministerial duties arising under the Medical Expense Reimbursement Plan and the Dependent Care Reimbursement Plan provisions of this Plan. The Reimbursement Recordkeeper shall serve at the pleasure of, and may be removed by, the Employer without cause. The Recordkeeper shall receive reasonable compensation for its services as shall be agreed upon from time to time between the Administrator and the Recordkeeper.

12.03 POWERS AND RESPONSIBILITIES OF ADMINISTRATOR:

- a. General. The Administrator shall be vested with all powers and authority necessary in order to amend and administer the Plan, and is authorized to make such rules and regulations as it may deem necessary to carry out the provisions of the Plan. The Administrator shall determine any questions arising in the administration (including all questions of eligibility and determination of amount, time and manner of payments of benefits), construction, interpretation and application of the Plan, and the decision of the Administrator shall be final and binding on all persons.
- b. Recordkeeping. The Administrator shall keep full and complete records of the administration of the Plan. The Administrator shall prepare such reports and such information concerning the Plan and the administration thereof by the Administrator as may be required under the Code or ERISA and the regulations promulgated thereunder.
- c. Inspection of Records. The Administrator shall, during normal business hours, make available to each Participant for examination by the Participant at the principal office of the Administrator a copy of the Plan and such records of the Administrator as may pertain to such Participant. No Participant shall have the right to inquire as to or inspect the accounts or records with respect to other Participants.

12.04 COMPENSATION AND EXPENSES OF ADMINISTRATOR: The Administrator shall serve without compensation for services as such. All expenses of the Administrator shall be paid by the Employer. Such expenses shall include any expense incident to the functioning of the Plan, including, but not limited to, attorneys' fees, accounting and clerical charges, actuary fees and other costs of administering the Plan.

12.05 LIABILITY OF ADMINISTRATOR: Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or depreciation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct. In the event the Administrator is not covered by fiduciary liability insurance or similar insurance arrangements, the Employer shall indemnify and hold harmless the Administrator from any and all claims, losses, damages, expenses (including reasonable counsel fees approved by the Administrator) and liability (including any reasonable amounts paid in settlement with the Employer's approval) arising from any act or omission of the Administrator, except when the same is determined to be due to the willful misconduct of the Administrator by a court of competent jurisdiction.

12.06 DELEGATIONS OF RESPONSIBILITY: The Administrator shall have the authority to delegate, from time to time, all or any part of its responsibilities under the Plan to such person or persons as it may deem advisable and in the same manner to revoke any such delegation of responsibilities which shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. The Administrator shall not be liable for any acts or omissions of any such delegate. The delegate shall report periodically to the Administrator concerning the discharge of the delegated responsibilities.

12.07 RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION: The Administrator may release or obtain any information necessary for the application, implementation and determination of this Plan or other Plans without consent or notice to any person. This information may be released to or obtained from any insurance company, organization, or person subject to applicable law. Any individual claiming benefits under this Plan shall furnish to the Administrator such information as may be necessary to implement this provision.

12.08 CLAIM FOR BENEFITS: To obtain payment of any benefits under the Plan a Participant must comply with the rules and procedures of the particular benefit program elected pursuant to this Plan under which the Participant claims a benefit.

12.09 GENERAL CLAIMS REVIEW PROCEDURE: This provision shall apply only to the extent that a claim for benefits is not governed by a similar provision of a benefit program available under this Plan or is not governed by Section 12.10.

- a. Initial Claim for Benefits. Each Participant may submit a claim for benefits to the Administrator as provided in Section 12.08. A Participant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his filing a claim for benefits and exhausting his rights to review under this section.

When a claim for benefits has been filed properly, such claim for benefits shall be evaluated and the claimant shall be notified of the approval or the denial within (90) days after the receipt of such claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period which shall specify the special circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was filed.) A claimant shall be given a written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain (a) the specific reasons for the denial, (b) references to pertinent plan provisions upon which the denial is based, (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and (d) the claimant's rights to seek review of the denial.

- b. Review of Claim Denial. If a claim is denied, in whole or in part, the claimant shall have the right to request that the Administrator review the denial, provided that the claimant files a written request for review with the Administrator within sixty (60) days after the date on which the claimant received written notification of the denial. A claimant (or his duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Administrator. Within sixty (60) days after a request is received, the review shall be made and the claimant shall be advised in writing of the decision on review, unless special circumstances require an extension of time for processing the review, in which case the claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed.) The decision on review shall be forwarded to the claimant in writing and shall include specific reasons for the decision and references to plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons.
- c. Exhaustion of Remedies. If a claimant fails to file a request for review in accordance with the procedures herein outlined, such claimant shall have no rights to review and shall have no right to bring action in any court and the denial of the claim shall become final and binding on all persons for all purposes.

12.10 SPECIAL CLAIMS REVIEW PROCEDURE: The provisions of this Section 12.10 shall be applicable to claims under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan, effective on the first day of the first Plan Year beginning on or after July 1, 2002, but in no event later than January 1, 2003, provided such plans are subject to ERISA.

- a. Benefit Denials: The Administrator is responsible for evaluating all claims for reimbursement under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan.

The Administrator will decide a Participant's claim within a reasonable time not longer than 30 days after it is received. This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a claim is incomplete. The Participant will receive written notice of any extension, including the reasons for the extension and information on the date by which a decision by the Administrator is expected to be made. The Participant will be given 45 days in which to complete an incomplete claim. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the claim.

If the Administrator denies the claim, in whole or in part, the Participant will be furnished with a written notice of adverse benefit determination setting forth:

1. the specific reason or reasons for the denial;
 2. reference to the specific Plan provision on which the denial is issued;
 3. a description of any additional material or information necessary for the Participant to complete his claim and an explanation of why such material or information is necessary, and
 4. appropriate information as to the steps to be taken if the Participant wishes to appeal the Administrator's determination, including the participant's right to submit written comments and have them considered, his right to review (on request and at no charge) relevant documents and other information, and his right to file suit under ERISA with respect to any adverse determination after appeal of his claim.
- b. Appealing Denied Claims: If the Participant's claim is denied in whole or in part, he may appeal to the Administrator for a review of the denied claim. The appeal must be made in writing within 180 days of the Administrator's initial notice of adverse benefit determination, or else the participant will lose the right to appeal the denial. If the Participant does not appeal on time, he will also lose his right to file suit in court, as he will have failed to exhaust his internal administrative appeal rights, which is generally a prerequisite to bringing suit.

A Participant's written appeal should state the reasons that he feels his claim should not have been denied. It should include any additional facts and/or documents that the Participant feels support his claim. The Participant may also ask additional questions and make written comments, and may review (on request and at no charge) documents and other information relevant to his appeal. The Administrator will review all written comment the Participant submits with his appeal.

- c. Review of Appeal: The Administrator will review and decide the Participant's appeal within a reasonable time not longer than 60 days after it is submitted and will notify the Participant of its decision in writing. The individual who decides the appeal will not be the same individual who decided the initial claim denial and will not be that individual's subordinate. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the appeal, except that any medical expert consulted in connection with the appeal will be different from any expert consulted in connection with the initial claim. (The identity of a medical expert consulted in connection with the Participant's appeal will be provided.) If the decision on appeal affirms the initial denial of the Participant's claim, the Participant will be furnished with a notice of adverse benefit determination on review setting forth:

1. The specific reason(s) for the denial,
2. The specific Plan provision(s) on which the decision is based,
3. A statement of the Participant's right to review (on request and at no charge) relevant documents and other information,
4. If the Administrator relied on an "internal rule, guideline, protocol, or other similar criterion" in making the decision, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Participant upon request," and
5. A statement of the Participant's right to bring suit under ERISA § 502(a).

12.11 PAYMENT TO REPRESENTATIVE: In the event that a guardian, conservator or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor, and such payment so made shall be in complete discharge of the liabilities of the Plan therefor and the obligations of the Administrator and the Employer.

12.12 PROTECTED HEALTH INFORMATION. The provisions of this Section will apply only to those portions of the Plan that are considered a group health plan for purposes of 45 CFR Parts 160 and 164. The Plan may disclose PHI to employees of the Employer, or to other persons, only to the extent such disclosure is required or permitted pursuant to 45 CFR Parts 160 and 164. The Plan has implemented administrative, physical, and technical safeguards to reasonably and appropriately protect, and restrict access to and use of, electronic PHI, in accordance with Subpart C of 45 CFR Part 164. The applicable claims procedures under the Plan shall be used to resolve any issues of non-compliance by such individuals. The Employer will:

- not use or disclose PHI other than as permitted or required by the plan documents and permitted or required by law;
- reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by the it on behalf of the Plan, in accordance with Subpart C of 45 CFR Part 164;
- implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- ensure that any agents including a subcontractors to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such information;
- not use or disclose PHI for employment-related actions and decisions or in connection with any other employee benefit plan of the Employer;
- report to the Plan any use or disclosure of the information that is inconsistent with the permitted uses or disclosures provided for of which it becomes aware;
- make available PHI in accordance with 45 CFR Section 164.524;
- make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;

- make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;
- make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services or his designee upon request for purposes of determining compliance with 45 CFR Section 164.504(f);
- if feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purposes for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and,
- ensure that the adequate separation required in paragraph (f)(2)(iii) of 45 CFR Section 164.504 is established.

For purposes of this Section, “PHI” is “Protected Health Information” as defined in 45 CFR Section 160.103, which means individually identifiable health information, except as provided in paragraph (2) of the definition of “Protected Health Information” in 45 CFR Section 160.103, that is transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium by a covered entity, as defined in 45 CFR Section 164.104.

SECTION XIII

MISCELLANEOUS PROVISIONS

- 13.01 INABILITY TO LOCATE PAYEE: If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.
- 13.02 FORMS AND PROOFS: Each Participant or Participant's Beneficiary eligible to receive any benefit hereunder shall complete such forms and furnish such proofs, receipts, and releases as shall be required by the Administrator.
- 13.03 NO GUARANTEE OF TAX CONSEQUENCES: Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant or a Dependent under the Plan will be excludable from the Participant's or Dependent's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant or Dependent.
- 13.04 PLAN NOT CONTRACT OF EMPLOYMENT: The Plan will not be deemed to constitute a contract of employment between the Employer and any Participant nor will the Plan be considered an inducement for the employment of any Participant or employee. Nothing contained in the Plan will be deemed to give any Participant or employee the right to be retained in the service of the Employer nor to interfere with the right of the Employer to discharge any Participant or employee at any time regardless of the effect such discharge may have upon that individual as a Participant in the Plan.
- 13.05 NON-ASSIGNABILITY: No benefit under the Plan shall be liable for any debt, liability, contract, engagement or tort of any Participant or his Beneficiary, nor be subject to charge, anticipation, sale, assignment, transfer, encumbrance, pledge, attachment, garnishment, execution or other voluntary or involuntary alienation or other legal or equitable process, nor transferability by operation of law.

13.06 SEVERABILITY: If any provision of the Plan will be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof will continue to be fully effective.

13.07 CONSTRUCTION:

- a. Words used herein in the masculine or feminine gender shall be construed as the feminine or masculine gender, respectively where appropriate.
- b. Words used herein in the singular or plural shall be construed as the plural or singular, respectively, where appropriate.

13.08 NONDISCRIMINATION: In accordance with Code Section 125(b)(1), (2), and (3), this Plan is intended not to discriminate in favor of Highly Compensated Participants (as defined in Code Section 125(e)(1)) as to contributions and benefits nor to provide more than 25% of all qualified benefits to Key Employees. If, in the judgment of the Administrator, more than 25% of the total nontaxable benefits are provided to Key Employees, or the Plan discriminates in any other manner (or is at risk of possible discrimination), then, notwithstanding any other provision contained herein to the contrary, and, in accordance with the applicable provisions of the Code, the Administrator shall, after written notification to affected Participants, reduce or adjust such contributions and benefits under the Plan as shall be necessary to insure that, in the judgment of the Administrator, the Plan shall not be discriminatory.

13.09 ERISA. The Plan shall be construed, enforced, and administered and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended), the Internal Revenue Code of 1986 (as amended), and the laws of the State indicated in the Adoption Agreement. Notwithstanding anything to the contrary herein, the provisions of ERISA will not apply to this Plan if the Plan is exempt from coverage under ERISA. Should any provisions be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only will be deemed not to include the provision determined to be void.

SECTION XIV

TEMPORARY COVID RELIEF AMENDMENT

- 14.01 PURPOSE: In accordance with changes permitted under The Coronavirus Aid, Relief, and Economic Security Act, 2020, IRS Notice 2020-29, The Consolidated Appropriations Act, 2021, and IRS Notice 2021-15, Employer selected modifications to Plan language and procedures consistent with the following Plan options, as applicable. Notwithstanding any provision of the Plan to the contrary, as elected by the Employer in Item F of the Adoption Agreement, the Plan is hereby amended to adopt the following:
- a. Extended Claims Period: For unused amounts remaining in a Medical Expense Reimbursement Plan or a Dependent Care Reimbursement Plan under the Section 125 Plan as of the end of a grace period or plan year ending in 2020, the Participants may apply those unused amounts to pay or reimburse medical care expenses or dependent care expenses, respectively, incurred through December 31, 2020.
 - b. Mid-Year Election Changes: Each Participant who is eligible to make salary reduction contributions under the Plan may make prospective election changes (including an initial election) during calendar year 2020 regarding Group Medical Insurance, a Medical Expense Reimbursement Plan, or a Dependent Care Reimbursement Plan, regardless of whether the basis for the election change satisfies the criteria set forth in regular election change rules.
 - c. Mid-Year Election Changes for Medical Expense Reimbursement Plan: For plan years ending in 2021, Participants may modify their Medical Expense Reimbursement Plan elections on a prospective basis at any time during the year. No qualifying event is required.
 - d. Mid-Year Election Changes for Dependent Care Reimbursement Plan: For plan years ending in 2021, Participants may modify their Dependent Care Reimbursement Plan elections on a prospective basis at any time during the year. No qualifying event is required.
 - e. Extended Grace Period: For plan years ending in 2020 and/or 2021, the grace period for Medical Expense Reimbursement Plan and/or Dependent Care Reimbursement Plan is extended to 12 months.
 - f. Unlimited Carryover for Medical Expense Reimbursement Plan: All unused funds in the Medical Expense Reimbursement Plan may be carried over to 2021 (from plan year 2020) and/or 2022 (from plan year 2021). There is no carryover maximum.
 - g. Dependent Care Reimbursement Plan Age Increase: For Participants enrolled in the Dependent Care Reimbursement Plan for the 2020 Plan Year, the maximum age for children is extended from age 12 to age 13 when paying or reimbursing dependent care expenses incurred during the 2020 Plan Year. Additionally, amounts remaining at the end of the run-out period for the 2020 Plan Year shall be available to pay or reimburse otherwise-eligible dependent care expenses incurred during the 2021 Plan Year for a child who attained age 13 during the 2020 Plan Year (until the child turns age 14) or for another child who turns age 13 during the 2021 Plan Year.
 - h. Reimbursement for Non-Active Participants: Participants who cease participation in a Medical Expense Reimbursement Plan during 2020 or 2021 (for example, due to termination of employment) may continue to receive reimbursements from unused balances through the end of the plan year in which such participation ceased (including any grace period).
 - i. Dependent Care Reimbursement Plan Maximum Increase: For the 2021 calendar year only, Dependent Care Reimbursement Plan maximums may be increased to \$10,500 per family (\$5,250 for married individuals filing a joint return).

**STILLWATER PUBLIC SCHOOLS
NON-EXCLUSIVE
TRADEMARK LICENSE AGREEMENT**

THIS AGREEMENT is entered into, this 8-22-24, between INDEPENDENT SCHOOL DISTRICT NO. 16 OF PAYNE COUNTY, OKLAHOMA, a/k/a/ STILLWATER PUBLIC SCHOOLS, an Oklahoma political subdivision ("LICENSOR") and

Blone Kamp CO ("LICENSEE").

TRADEMARKS, LOGOS AND TRADE NAMES - Stillwater Public Schools recognizes the importance of protecting its trademarks, logos and trade names from unauthorized use. Therefore, the board actively defends their trademark status in order to achieve the following objectives:

- Protect the school district's trademarks and logos through licensing and enforcement and
- Protect and promote the school district's positive image.

All of the names, trademarks, logos, and/or symbols of Stillwater Public Schools, as identified on Exhibit "A," including but not limited to the names "Stillwater Public Schools" and "Stillwater Pioneers" are trademarks registered with the Oklahoma Secretary of State or are otherwise entitled to protection under Oklahoma and federal law (collectively "Licensor's Marks"). Any use of Licensor's Marks must have prior written approval from Stillwater Public Schools, be subject to this agreement, and must be produced, manufactured or sold under license from Stillwater Public Schools. The board delegates to the Superintendent authority to enter into contracts for licensing of Licensor's Marks.

LICENSOR is the sole and exclusive owner of Licensor's Marks and has the power and authority to grant to LICENSEE the right, privilege and license to use the Licensor's Marks on or in association with the goods and/or services covered by the agreement (the "Licensed Products").

The parties, each intending to be legally bound hereby, and in consideration of the mutual promises herein contained, agree as follows:

- 1) LICENSE GRANT: LICENSOR hereby grants to LICENSEE a non-exclusive, non-transferable license to use the Licensed Marks on or in association with Licensed Products, as well as on packaging, promotional and advertising material associated therewith. LICENSOR further grants to LICENSEE the non-exclusive, non-transferable right and license to use, manufacture, have manufactured, sell, distribute, and advertise the Licensed Products. All rights not specifically granted and licensed to LICENSEE hereunder are reserved by LICENSOR.
- 2) TERM OF THE AGREEMENT: The initial term of this agreement shall be for one (1) year. Thereafter, this agreement will automatically renew for consecutive one (1) year periods, unless either party notifies the other not less than thirty (30) days prior to the end of the initial or subsequent renewal term of that party's intention not to renew the agreement for an additional year.

NON-EXCLUSIVE TRADEMARK LICENSE AGREEMENT (Cont.)

- 3) **FUNDRAISING:** When participating in the manufacture or sale of Licensed Products for purposes of fundraising for Stillwater Public Schools and its schools, departments, or sanctioned organizations, no royalty fee for items sold under that fundraising effort shall be paid to the LICENSOR. All funds generated, over and above the LICENSEE'S agreed upon expenses and costs for that fundraiser will be given directly to the affiliated organization, which represents other good and valuable consideration in exchange for the license granted herein. LICENSOR shall have the right to inspect, at reasonable times, LICENSEE'S financial records to confirm that proceeds of the sales are being used solely for the purpose of supporting Stillwater Public Schools and its schools, departments, and sanctioned organizations.
- 4) **USE OF LICENSED MARKS:** No fee shall be assessed to LICENSEES for approved use of signs, sculptures, or other items that bear Licensor's Marks for purposes such as display in yards or other locations.
- 5) **COMPENSATION:** The LICENSEE shall pay the LICENSOR a royalty of **Eight Percent (8%)** (the "Royalty") of the revenue received from all sales by the LICENSEE of Licensed Products. Royalties shall be paid to the LICENSOR thirty (30) days after each quarter end (or within thirty (30) days of March 31, June 30, September 30, and December 31). All royalty payments shall be accompanied by an accounting that sets forth in reasonable detail all sales by the LICENSEE employing Licensee's Marks during the period. LICENSOR shall have the right, at reasonable times, to inspect LICENSEE'S records of sales of Licensed Products to determine if correct and accurate royalty payments are being made. Any product that is sold directly to LICENSOR will be exempted from licensing royalty.
- 6) **LICENSED PRODUCTS:** "Licensed Products" shall mean men's, women's, and children's and youth t-shirts, long sleeve, crews and hoodies, headwear, decals, drinkware, notebooks, and writing utensils. The production of any item that endorses or promotes illegal activity or the consumption of drugs or alcohol, including glassware such as pilsner, cocktail, wine, and shot glasses, shall not be allowed and will result in the immediate termination of this agreement. Additional items may be added with a mutually agreed addendum to this agreement.
- 7) **OWNERSHIP AND TITLE:** LICENSEE hereby acknowledges the validity of the LICENSOR'S title and ownership of the Licensor's Marks and agrees not to contest or in any way dispute said title and ownership. LICENSEE acknowledges the existence and value of LICENSOR'S goodwill in the Licensor's Marks and the goodwill generated by LICENSEE shall insure to the benefit of LICENSOR and shall be the exclusive property of LICENSOR, regardless of duration of this license, or the extent of use of the Licensor's Marks by LICENSEE.
- 8) **NOTICE AND PAYMENT:** Any notice required to be given pursuant to this agreement shall be in writing and delivered personally to the other designated party at the below stated address or mailed by certified or registered mail, return receipt requested, or delivered by a recognized national overnight courier service, except e-mail may be used for day-to-day operations and contacts but not for 'notice' or other communications required under this agreement or by law. Either party may change the address to which notice or payment is to be sent by written notice to the other in accordance with the provisions of this paragraph.

NON-EXCLUSIVE TRADEMARK LICENSE AGREEMENT (Cont.)

If to LICENSOR: Stillwater Public Schools
Attn: Superintendent
314 South Lewis Street
Stillwater, Oklahoma 74074

If to LICENSEE:

*Blayne Kamp Co
1812 Franklin Ave
Stillwater OK 74075*

- 9) INDEMNIFICATION AND HOLD HARMLESS PROVISION. LICENSEE shall defend, indemnify, and hold harmless LICENSOR, its officers, employees, board members, insurers, attorneys, and agents from and against any losses and expenses (including attorneys' fees, expert witness fees, and other costs and expenses), claims, suits, or other liability, including claims based on product liability, resulting from injury to or death of any person or damage to property arising out of or in any way connected with the use of the license granted by this agreement, provided such injuries to persons or damage to property are due to the acts or omissions of LICENSEE, its officers, employees, or agents, or the products manufactured or sold by LICENSEE.
- 10) JURISDICTION AND DISPUTES: In any action to enforce the terms and conditions of this agreement or to recover damages for its breach, the prevailing party shall be entitled to recover its attorneys' fees expended, expert witness fees, mediation fees and all other costs and expenses associated with the claim or cause of action from the non-prevailing party. Furthermore, this agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Oklahoma, and any claim or cause of action, of any nature, relating to this agreement, shall be brought in any court of competent jurisdiction having Stillwater, Oklahoma, within its judicial circuit or district.
- 11) NON-ASSIGNMENT. This agreement may not be assigned by LICENSEE to any person, firm, corporation, trustee, receiver or any other person capable of receiving an assignment, without the prior written consent of the LICENSOR.
- 12) SEVERABILITY: If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such provision shall be modified or deleted in such a manner as to render this agreement, as modified, legal and enforceable to the maximum extent permitted by law.
- 13) NO AGENCY OR ENDORSEMENT: LICENSEE agrees that it will not state or imply that Licensee's Products are endorsed, supported by, or sponsored by LICENSOR. Nothing contained herein shall be deemed to create an agency, joint venture, franchise or partnership relationship between the parties and neither party shall hold itself out as such.
- 14) INTEGRATION: This agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties, and is intended as a final expression of their agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this agreement. This agreement shall take precedence over any other documents which may be in conflict with said agreement.

NON-EXCLUSIVE TRADEMARK LICENSE AGREEMENT (Cont.)

- 15) **QUALITY CONTROL:** LICENSEE shall only use the Licensor's Marks in connection with products meeting the standards, specifications, and qualities established by, or reasonably acceptable to, LICENSOR. LICENSOR shall have the right at reasonable times, to inspect LICENSEE's goods employing Licensor's Marks to determine that they are of proper and acceptable quality. Before initial printing of the Licensor's Marks on any product, LICENSEE shall be required to deliver a sample copy or prototype of the Licensed Products to LICENSOR's Superintendent or designee for LICENSOR's prior approval. No use of Licensor's Marks or sale of Licensee's Products shall be made prior to receipt of such approval. Depictions of the Licensor's Marks which are based on registered trademarks or servicemarks of Stillwater Public Schools shall be exhibited with a notification of trademark, where practical.

- 16) **INFRINGEMENT:** LICENSEE agrees to inform LICENSOR of any known use of Licensor's Marks by any third party which is not using the Licensor's Marks under a license with LICENSOR.

- 17) **TERMINATION:** LICENSOR shall have the right to terminate this agreement upon breach of any of its terms by LICENSEE, and such termination shall be effective immediately upon occurrence of the breach. LICENSOR may terminate the agreement immediately upon the occurrence of any of the following, including (i) the insolvency (however expressed or indicated), or bankruptcy of the LICENSEE; (ii) any assignments or receivership of, whether in or out of court, or any proceedings in bankruptcy or for the relief of debtors or readjustment of debts filed by or against LICENSEE; (iii) any use of the Licensor's Marks in a manner which does not meet the standards of the LICENSOR or which are unacceptable to LICENSOR; or (iv) upon failure of the Licensee to keep and perform any covenant herein contained. LICENSOR and LICENSEE shall have the right to terminate this agreement at any time, with or without cause, by providing ninety (90) days' prior written notice to the other party. Upon termination, LICENSEE shall immediately cease all use of the Licensor's Marks and all further sale of Licensed Products.

- 18) **AUTHORITY TO ENTER INTO AGREEMENT:** LICENSOR and LICENSEE represent that the representative signing this agreement on its behalf is duly authorized and has full authority to execute and deliver this agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

LICENSOR	LICENSEE
Stillwater Public Schools 314 S. Lewis St Stillwater, OK 74074	<i>Bloverkamp CO</i> <i>1812 E Franklin Ave</i> <i>Stillwater, OK 74075</i>
By: _____	By: <i>Brittney Stokes</i>
Printed: _____	Printed: <i>Brittney Stokes</i>
Title: <u>President, Board of Education</u>	Title: <i>owner</i>



STILLWATER PUBLIC SCHOOLS
STILLWATER BOARD OF EDUCATION

PREPARED BY: Bo Gamble, Assistant Superintendent of Operations

APPROVED BY: Uwe Gordon, Superintendent

DATE: September 10, 2024

AGENDA ITEM: 4T

Consider and Vote to Approve Service Order No. 22 for Stillwater Public Schools Sangre Ridge Elementary and Middle School Roof Replacement and Mechanical Equipment Improvements

BOARD ACTION REQUESTED:

Vote to Approve Service Order No22 for Stillwater Public Schools Sangre Ridge Elementary and Middle School Roof Replacement and Mechanical Equipment Improvements

BACKGROUND INFORMATION:

The Architect will provide continued pre-planning professional services to assist the Owner with the evaluation, planning, and preliminary concept design of capital improvements at the Stillwater Public Schools Middle School located at 2200 S Sangre Rd., Stillwater Oklahoma and Sangre Ridge Elementary located at 2500 S Sangre Rd., Stillwater, Oklahoma.



AIA[®] Document B221[™] – 2018

Service Order for use with Master Agreement Between Owner and Architect

SERVICE ORDER number 22 made as of the tenth day of September in the year two thousand and twenty-four.

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

Independent School District No. 16 of Payne County, Oklahoma
314 South Lewis Street
Stillwater, Oklahoma 74074

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

505 Architects LLC
1631 South Delaware Avenue
Tulsa, Oklahoma 74104

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

Sangre Ridge Elementary and Middle School Roof Replacement and Mechanical Equipment Improvements

Design, Construction Documents, Bidding and Construction Administration Phases to replace the existing roofing system, replace the existing roof top HVAC equipment and exhaust fans, site drainage improvements, site stabilization and addition of bollards for building protection at the SPS Sangre Ridge Elementary School located at 2500 Sangre Road, Stillwater, OK 74074 and the SPS Middle School located at 2200 Sangre Road, Stillwater, OK 74074.

THE SERVICE AGREEMENT

This Service Order, together with the Master Agreement between Owner and Architect dated the
(Paragraphs deleted)
thirteenth day of April in the year two thousand and twenty-one form a Service Agreement.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document provides the Architect's scope of services for the Service Order only and is intended to be used with AIA Document B121[™]-2018, Standard Form of Master Agreement Between Owner and Architect

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	SERVICES UNDER THIS SERVICE ORDER
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	COMPENSATION
5	INSURANCE
6	PARTY REPRESENTATIVES
7	ATTACHMENTS AND EXHIBITS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:

1.1.1 The Project consists of replacement of the existing roofing system, replacement of the existing rooftop HVAC equipment and exhaust fans, site drainage improvements, site stabilization and addition of bollards for building protection.

All existing rooftop HVAC equipment not installed in the last Bond 2017 renovation projects shall be replaced with new equipment of a similar size and capacity with non-proprietary controls. Specify bipolar ionization where applicable within the new rooftop HVAC equipment. Equipment shall be specified to connect and integrate within the existing SPS District Controls System.

Rooftop HVAC equipment replacement will be limited to required minor ductwork and piping modifications at the point of equipment connection to accommodate the new HVAC equipment. No ductwork modifications shall be made for any other purpose.

The Owner shall provide to the Architect a list of existing HVAC equipment and a Test and Balancing (TAB) of the existing mechanical system.

The existing HVAC, RTU and AHU's equipment information is unknown. Test and balancing information shall be provided by the Owner to determine the AHU's capacity and airflows to each zone. Mechanical Engineer will provide procedures for Owner's use by the test and balancing (TAB) company.

Add Alternates shall include to replace all existing rooftop gas lines and regulators, and to add roof top hose bibbs.

Site civil improvements at Sangre Ridge Elementary include design of a mixture of protective features ex. benches/concrete bollards along approximately 550-feet of the west side of the parking lot, to protect the face of the building. Drainage improvements include design/installation of three (3) concrete headed walls at miscellaneous locations on the site. Investigation of options to help relocate the condensate from the HVAC units/down spouts at the entrance of the building. Site stabilization includes design and installation of riprap or gabion baskets to help stabilize the west side of the building

Site civil improvements at Middle School include installation of pipe bollard at the ADA loading zone in east parking lot. Installation of rock mulch within an island around the back of building. Drainage improvements include miscellaneous site grading to help drainage issues. Install dome inlet and piping to help drainage issue. Site stabilization includes design and installation of riprap or gabion baskets to help stabilize the west side of the building. Design and installation of piers on the west side of the building to help prevent farther cracking.

The project delivery method is to be publicly bid per District and State requirements.

1.1.2 Owners budget for the mechanical and roof replacement cost of the Work is \$4,750,000.00 and for the site civil improvements cost of the Work is \$480,000.00.

1.1.3 Architect's Consultants for Basic and Additional Services include:

Civil Engineer: Gose & Associates, Stillwater, OK
Mechanical and Electrical Engineers: GreenAcorn, LLC, Tulsa, OK

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

ARTICLE 2 SERVICES UNDER THIS SERVICE ORDER

§ 2.1 The Architect's Services under this Service Order are described below or in an exhibit to this Service Order, such as a Scope of Architect's Services document.

§ 2.1.1 Basic Services

The Architect shall provide architectural, mechanical, and electrical engineering services for the portions of the project affected by the renovation. No structural engineering services are anticipated based on the current scope of Work but can be provided as an Additional Service.

Scope of services include to review and analyze Owner provided existing design and/or as-built documents and mechanical equipment information, visit the site to document existing DOAS, RTU's and related equipment, visual observations of the existing roof system, visual observe the grading at the southeast corner of the building, and prepare design-build construction documentation narrative suitable for bidding, permitting and construction.

Architectural services include during the Design Phase one (1) site visit to observe the existing conditions of the roof system.

Mechanical and electrical engineering services include during the Design Phase one (1) site visit to observe and collect existing HVAC and electrical systems information.

Construction Site Visits and/or construction meetings include: three (3) architectural, and one (1) mechanical/electrical with associated field observation reports.

§ 2.1.2 Additional Services

Additional Services required to complete the scope of services of this project and part of the total fee for this project include the following:

2.1.2.1 Civil engineer services for the design and documentation of drainage improvements, site stabilization and addition of bollards for building protect. Civil engineering services include during the Design Phase one (1) site visit to observe existing grading conditions of the area of the scope of Work.

Construction Site Visits and/or construction meetings include: Two (2) civil with associated field observation reports.

2.1.2.2 Topographic survey services to prepare a topographic surveys of the areas behind the west side of Sangre Ridge and west side of the Middle School. Owner will provide a Title Commitment and/or Abstract for use in preparation of the survey.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 Unless otherwise provided in an exhibit to this Service Order, the Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

April 2025

.2 Substantial Completion date:

July 2025

ARTICLE 4 COMPENSATION

§ 4.1 For Basic Services described under Section 2.1.1, the Owner shall compensate the Architect as follows:

Compensation shall be a fixed fee plus reimbursable expenses billed as follows:

Phase 200 Design Phase	Fixed	\$75,750 plus reimbursable expenses per Section 4.3
Phase 400 Construction Documents Phase	Fixed	\$126,250 plus reimbursable expenses per Section 4.3
Phase 500 Bidding and Permitting Services	Fixed	\$12,625 plus reimbursable expenses per Section 4.3
Phase 600 Construction Phase	Fixed	\$37,875 plus reimbursable expenses per Section 4.3
Phase 701 Civil Engineering	Fixed	\$54,000 plus reimbursable expenses per Section 4.3
<i>(Paragraphs deleted)</i>		
Phase 702 Topographic Surveys	Fixed	\$5,000 plus reimbursable expenses per Section 4.3

§ 4.2 For Additional Services described under Section 2.1.2 or in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:
(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect’s Services document, list the exhibit below.)

Section 2.1.2.1 and 2.1.2.2 are included within Basic Services compensation.

The Architect shall endeavor to provide a fixed fee for Additional Services when a scope of services can be clearly defined. In all instances, the Architect shall notify the Owner in writing of the need for Additional Services. If a scope of Work cannot be clearly defined, upon written approval from the Owner the Architect shall perform the Work on an hourly basis until such a time as the scope of Work can be defined and a fixed fee can be established.

Hourly billing rates at the time of this Agreement are set forth as follows:

505 Architects LLC

Principal	\$200	Architect	\$185
Project Manager	\$195	Architectural Intern	\$140
Interior Designer	\$175	Administrative	\$90

Gose & Associates (Civil Engineering)

Engineer 7-9	\$180 - \$190	CAD Tech	\$100-\$140
Engineer 1-4	\$135 - \$155	Administrative	\$50
Designer	\$145 - \$155		

Green Acorn, LLC (Mechanical, Electrical and Plumbing Engineering)

Officer / Principal	\$185	Engineer II	\$155
Senior Design Engineer	\$175	Engineer I	\$145
Commissioning Agent	\$150	BIM Specialist	\$110
Engineer III	\$165		

§ 4.3 For Reimbursable Expenses described in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:
(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect’s Services document, list the exhibit below.)

Reimbursable Expenses are estimated to not exceed \$5,000.00.

§ 4.4 When compensation identified in Section 4.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

ARTICLE 5 INSURANCE

§ 5.1 Insurance shall be in accordance with section 3.3 of the Master Agreement, except as indicated below:
(Insert any insurance requirements that differ from those stated in the Master Agreement, such as coverage types, coverage limits, and durations for professional liability or other coverages.)

(Table deleted)

(Paragraphs deleted)

ARTICLE 6 PARTY REPRESENTATIVES

§ 6.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:

Assistant Superintendent of Operations
Bo Gamble
Stillwater Public Schools
314 South Lewis Street
Stillwater, Oklahoma 74074

§ 6.2 The Architect identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:

Brian Thomas, AIA, RID, LEED AP
Principal
505 Architects LLC
1631 South Delaware Avenue
Tulsa, Oklahoma 741014

ARTICLE 7 ATTACHMENTS AND EXHIBITS

§ 7.1 The following attachments and exhibits, if any, are incorporated herein by reference:


- .1 AIA Document, B121™-2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders;

(Paragraphs deleted)

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

OWNER (Signature)

Dr. Marshall Baker School Board President
(Printed name and title)



ARCHITECT (Signature)

Brian Thomas, AIA, RID, LEED AP Principal
(Printed name, title, and license number, if required)



STILLWATER PUBLIC SCHOOLS
STILLWATER BOARD OF EDUCATION

PREPARED BY: Bo Gamble, Assistant Superintendent of Operations

APPROVED BY: Uwe Gordon, Superintendent

DATE: September 10, 2024

AGENDA ITEM: 4U

Consider and Vote to Approved Service Order No. 23 for Stillwater Public Schools High School PAC and Field House Mechanical Equipment Improvements

BOARD ACTION REQUESTED:

Vote to Approve Service Order No. 23 for Stillwater Public Schools High School PAC and Field House Mechanical Equipment Improvements

BACKGROUND INFORMATION:

The Architect will provide continued pre-planning professional services to assist the Owner with the evaluation, planning, and preliminary concept design of capital improvements at the Stillwater Public Schools High School Performing Arts Center (PAC) and Field House located at 1224 N. Husband St., Stillwater, Oklahoma.



AIA[®] Document B221[™] – 2018

Service Order for use with Master Agreement Between Owner and Architect

SERVICE ORDER number 23 made as of the tenth day of September in the year two thousand and twenty-four.

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

Independent School District No. 16 of Payne County, Oklahoma
314 South Lewis Street
Stillwater, Oklahoma 74074

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

505 Architects LLC
1631 South Delaware Avenue
Tulsa, Oklahoma 74104

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

High School PAC and Field House Mechanical Equipment Improvements
Design, Construction Documents, Bidding and Construction Administration Phases to
replace the existing roof top HVAC equipment and exhaust fans, and site drainage
improvements at the SPS High School Performing Arts Center (PAC) and Field House
buildings located at 1224 North Husband Street, Stillwater, OK 74075

THE SERVICE AGREEMENT

This Service Order, together with the Master Agreement between Owner and Architect
dated the
(Paragraphs deleted)
thirteenth day of April in the year two thousand and twenty-one
form a Service Agreement.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document provides the Architect's scope of services for the Service Order only and is intended to be used with AIA Document B121[™]-2018, Standard Form of Master Agreement Between Owner and Architect

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	SERVICES UNDER THIS SERVICE ORDER
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	COMPENSATION
5	INSURANCE
6	PARTY REPRESENTATIVES
7	ATTACHMENTS AND EXHIBITS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:

1.1.1 The Project consists of replacement of the existing rooftop HVAC equipment and exhaust fans, and site drainage improvements.

All existing rooftop HVAC equipment not installed in the last Bond 2017 renovation projects shall be replaced with new equipment of a similar size and capacity with non-proprietary controls. Specify bipolar ionization where applicable within the new rooftop HVAC equipment. Equipment shall be specified to connect and integrate within the existing SPS District Controls System.

Rooftop HVAC equipment replacement will be limited to required minor ductwork and piping modifications at the point of equipment connection to accommodate the new HVAC equipment. No ductwork modifications shall be made for any other purpose.

The Owner shall provide to the Architect a list of existing HVAC equipment and a Test and Balancing (TAB) of the existing mechanical system.

The existing HVAC, RTU and AHU's equipment information is unknown. Test and balancing information shall be provided by the Owner to determine the AHU's capacity and airflows to each zone. Mechanical Engineer will provide procedures for Owner's use by the test and balancing (TAB) company.

Add Alternates shall include to replace all existing rooftop gas lines and regulators, and to add roof top hose bibbs.

Site drainage improvements consist of miscellaneous site grading improvements to assist with drainage issues. Investigation of holes around the southwest corner of the PAC. Identify the cause of site drainage water entering the Field House in the southwest corner.

The project delivery method is to be publicly bid per District and State requirements.

1.1.2 Owners budget for the mechanical replacement cost of the Work is \$1,000,000.00 and for the site drainage cost of the Work is \$50,000.00.

1.1.3 Architect's Consultants for Basic and Additional Services include:
Civil Engineer: Gose & Associates, Stillwater, OK
Mechanical and Electrical Engineers: GreenAcorn, LLC, Tulsa, OK

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the

schedule, the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

ARTICLE 2 SERVICES UNDER THIS SERVICE ORDER

§ 2.1 The Architect's Services under this Service Order are described below or in an exhibit to this Service Order, such as a Scope of Architect's Services document.

§ 2.1.1 Basic Services

The Architect shall provide architectural, mechanical, and electrical engineering services for the portions of the project affected by the renovation. No structural engineering services are anticipated based on the current scope of Work but can be provided as an Additional Service.

Scope of services include to review and analyze Owner provided existing design and/or as-built documents and mechanical equipment information, visit the site to document existing DOAS, RTU's and related equipment at the buildings, visual observe the grading at the area of the site drainage scope of Work, and prepare design-build construction documentation narrative suitable for bidding, permitting and construction.

Mechanical and electrical engineering services include during the Design Phase one (1) site visit to observe and collect existing HVAC and electrical systems information.

Construction Site Visits and/or construction meetings include: one (1) architectural, and one (1) mechanical/electrical with associated field observation reports.

§ 2.1.2 Additional Services

Additional Services required to complete the scope of services of this project and part of the total fee for this project include the following:

2.1.2.1 Civil engineer services for the design and documentation of site drainage improvements for miscellaneous site grading improvements to assist with drainage issues that include investigation of holes around the southwest corner of the PAC. Identify the cause of site drainage water entering the Field House in the southwest corner. Civil engineering services include during the Design Phase one (1) site visit to observe existing grading conditions of the area of the scope of Work.

Construction Site Visits and/or construction meetings include: One (1) civil with associated field observation reports.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 Unless otherwise provided in an exhibit to this Service Order, the Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

April 2025

.2 Substantial Completion date:

July 2025

ARTICLE 4 COMPENSATION

§ 4.1.1 For Basic Services described under Section 2.1.1, the Owner shall compensate the Architect as follows:

Compensation shall be a fixed fee plus reimbursable expenses billed as follows:

Phase 200 Design Phase	Fixed	\$19,500 plus reimbursable expenses per Section 4.3
Phase 400 Construction Documents Phase	Fixed	\$32,500 plus reimbursable expenses per Section 4.3

Phase 500 Bidding and Permitting Services	Fixed	\$3,250 plus reimbursable expenses per Section 4.3
Phase 600 Construction Phase <i>(Paragraphs deleted)</i>	Fixed	\$9,750 plus reimbursable expenses per Section 4.3
Phase 701 Civil Engineering	Fixed	\$5,500 plus reimbursable expenses per Section 4.3

§ 4.2 For Additional Services described under Section 2.1.2 or in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:
(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect’s Services document, list the exhibit below.)

Section 2.1.2.1 and 2.1.2.2 are included within Basic Services compensation.

The Architect shall endeavor to provide a fixed fee for Additional Services when a scope of services can be clearly defined. In all instances, the Architect shall notify the Owner in writing of the need for Additional Services. If a scope of Work cannot be clearly defined, upon written approval from the Owner the Architect shall perform the Work on an hourly basis until such a time as the scope of Work can be defined and a fixed fee can be established.

Hourly billing rates at the time of this Agreement are set forth as follows:

505 Architects LLC

Principal	\$200	Architect	\$185
Project Manager	\$195	Architectural Intern	\$140
Interior Designer	\$175	Administrative	\$90

Gose & Associates (Civil Engineering)

Engineer 7-9	\$180 - \$190	CAD Tech	\$100-\$140
Engineer 1-4	\$135 - \$155	Administrative	\$50
Designer	\$145 - \$155		

Green Acorn, LLC (Mechanical, Electrical and Plumbing Engineering)

Officer / Principal	\$185	Engineer II	\$155
Senior Design Engineer	\$175	Engineer I	\$145
Commissioning Agent	\$150	BIM Specialist	\$110
Engineer III	\$165		

§ 4.3 For Reimbursable Expenses described in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:
(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect’s Services document, list the exhibit below.)

Reimbursable Expenses are estimated to not exceed \$3,000.00.

§ 4.4 When compensation identified in Section 4.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

ARTICLE 5 INSURANCE

§ 5.1 Insurance shall be in accordance with section 3.3 of the Master Agreement, except as indicated below:
(Insert any insurance requirements that differ from those stated in the Master Agreement, such as coverage types, coverage limits, and durations for professional liability or other coverages.)

(Table deleted)

(Paragraphs deleted)

ARTICLE 6 PARTY REPRESENTATIVES

§ 6.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:

Assistant Superintendent of Operations
Bo Gamble
Stillwater Public Schools
314 South Lewis Street
Stillwater, Oklahoma 74074

§ 6.2 The Architect identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:

Brian Thomas, AIA, RID, LEED AP
Principal
505 Architects LLC
1631 South Delaware Avenue
Tulsa, Oklahoma 741014

ARTICLE 7 ATTACHMENTS AND EXHIBITS

§ 7.1 The following attachments and exhibits, if any, are incorporated herein by reference:


- .1 AIA Document, B121™-2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders;

(Paragraphs deleted)

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

OWNER *(Signature)*

Dr. Marshall Baker School Board President
(Printed name and title)



ARCHITECT *(Signature)*

Brian Thomas, AIA, RID, LEED AP Principal
(Printed name, title, and license number, if required)



STILLWATER PUBLIC SCHOOLS
STILLWATER BOARD OF EDUCATION

PREPARED BY: Bo Gamble, Assistant Superintendent of Operations
APPROVED BY: Uwe Gordon, Superintendent
DATE: September 10, 2024

AGENDA ITEM: 4V

Consider and Vote to Approve Professional Service Agreement with Gose & Associates

BOARD ACTION REQUESTED:

Vote to Approve Professional Service Agreement with Gose & Associates

BACKGROUND INFORMATION:

Gose & Associates will prepare a Map Amendment as a part of the phases for the interior renovation of the existing OES Building 2 and the new bus/vehicle parking area for use by the SPS Transportation Department located at 5021 N. Perkins Rd. in Stillwater, Oklahoma. Services will also include submitting the amendment to the City for review and approval. This task will include professional representation at one (1) Planning Commission meeting and one (1) City Council meeting.



Gose & Associates

ENGINEERING • PLANNING • LAND SERVICES

August 19, 2024

Bo Gamble

Assistant Superintendent - Operations

Stillwater Public Schools

314 South Lewis Street

Stillwater, Oklahoma 74074

via email: bgamble@stillwaterschools.com

**RE: Professional Services Agreement (0085.44S)
SPS OES Transportation – Amendment 01**

SCOPE OF SERVICES

This amendment covers the additional services to prepare a map amendment of the property to change to Public (P) The Client will be responsible for any application and development fees associated with the project.

Task 3 - Map Amendment

\$1,750 (HR)

Gose will prepare a Map Amendment and submit it to the City for review and approval. This task will include professional representation at one (1) Planning Commission meeting and one (1) City Council meeting. The task will be administered on an hourly basis and effort will be billed based on our then current hourly rate schedule. Due to the unknown nature of this task, we have estimated 10 hours of effort for budgeting purposes.



STILLWATER PUBLIC SCHOOLS
STILLWATER BOARD OF EDUCATION

PREPARED BY: Bo Gamble, Assistant Superintendent of Operations

APPROVED BY: Uwe Gordon, Superintendent

DATE: September 10, 2024

AGENDA ITEM: 4W

Consider and Vote to Approve Change Order Number 03 for SPS Richmond Elementary HVAC and Roof Improvements and SPS Junior High School HVAC and Roof Improvements projects.

BOARD ACTION REQUESTED:

Vote to Approve Change Order Number 03 for SPS Richmond Elementary HVAC and Roof Improvements and SPS Junior High School HVAC and Roof Improvements projects in the amount of \$44,693.50.

BACKGROUND INFORMATION:

This proposal includes changing all gas lines larger than two (2) inches for the SPS Junior High School project. Additional time for completion of the project will be adjusted with an addition of 54 days.

The original contract sum was \$3,720,200.00

- Change Order 01 Board Approved April 9, 2024, in the amount of \$4,068.86
- Change Order 02 Board Approved May 14, 2024, in the amount of \$54,778.18
- The contract sum will be increased by this change order in the amount of \$44,693.50
- The new contract sum including this change order will be \$3,824,240.54

The contract time will be extended by 54 days.



AIA®

Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> SPS Richmond HVAC and Roof Improvements SPS JRHS HVAC and Roof Replacements Stillwater, Oklahoma 74075	CONTRACT INFORMATION: Contract For: General Construction Date: 3/18/2024	CHANGE ORDER INFORMATION: Change Order Number: 03 Date: 08/28/2024
OWNER: <i>(Name and address)</i> Independent School District No. 16 of Payne County Oklahoma 314 South Lewis Street Stillwater, Oklahoma 74074	ARCHITECT: <i>(Name and address)</i> 505 Architects LLC 1631 South Delaware Avenue Tulsa, Oklahoma 74104	CONTRACTOR: <i>(Name and address)</i> American Roofing and Construction, LLC 735 N Union Ponca City, Oklahoma 74601

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

SPS Junior High School - Replace all gas lines larger than 2 inches on area for this roof replacement project. New gas lines starting from 6 inches flange on East end of building and south end of building. New 4-way single 6 inch to triple 4 inch for feeds to North, South, and West 4 inch lines from East end of building. On site welding of new gas lines as necessary. Increase the number of days for the construction schedule for 54 days due to this gas line change and due to the delay from the manufacturer on the exhaust fans.

Attachments:

PCO #3 Detail cost breakdown dated 8/15/2024 for \$44,693.50.

The original Contract Sum was	\$ 3,720,700.00
The net change by previously authorized Change Orders	\$ 58,847.04
The Contract Sum prior to this Change Order was	\$ 3,779,547.04
The Contract Sum will be increased by this Change Order in the amount of	\$ 44,693.50
The new Contract Sum including this Change Order will be	\$ 3,824,240.54

The Contract Time will be increased by Fifty-Four (54) days.

The new date of Substantial Completion will be 10/01/2024

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

505 Architects LLC

American Roofing and Construction, LLC

Independent School District No. 16 of Payne County Oklahoma

ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

Brian Thomas, AIA, LEED AP;
Principal

Jeff Beets, Vice President

Dr. Marshall Baker, SPS Board President

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

09/10/2024

8/28/24

DATE

DATE

DATE

DATE



August 15, 2024

SPS Richmond and JRHS Roof & HVAC – Summer 2024 Project
c/o Jeff Thomas
1900 N. Skyline St.
Stillwater, OK 74075



RE: PCO #03 – Change in Gas Line Scope of Work at Stillwater Junior High School

Per request, American Roofing is proposing the following change order for the SPS Richmond and JRHS Roof & HVAC Improvements. All necessary work will be coordinated with Stolhand-Wells Group and supervised by American Roofing and Construction:

- Replace All Gas Lines Including Larger Than 2.0" Lines on Entire Roof Contained within Boundary of Roof Replacement Scope
- New Gas Lines Starting from 6.0" Flange on East End of Building and South End of Building
- New 4-Way Single 6.0" to Triple 4.0" for Feeds to North, South, and West 4.0" Lines from East End of Building
- On-Site Welding of New Gas Lines as Necessary

Includes:

- Materials & Freight Charges
- All Labor for Installation
- Pressure Testing of Entire Gas Line System
- Supervision
- Overhead & Profit
- Bonding

Excludes:

- Sales Tax
- Existing Gas Lines Outside of the Roof Replacement Scope Boundary
- Any Necessary Repairs to Gas Lines Outside of the Roof Replacement Scope Boundary

<u>Item Description</u>	<u>Unit Cost</u>	<u>Quantity</u>	<u>Total Cost</u>
Deduct	(\$22,920.00)	1	(\$22,920.00)
Original Scope of Work			
Replacement of 2.0" Gas Lines and Smaller			
Add	\$62,950.00	1	\$62,950.00
New Proposed Scope of Work			
Replacement of All Gas Lines Contained within Boundary of Roof Replacement Area			
American Roofing O&P	\$4,003.00	1	\$4,003.00
American Roofing Bonding (1.5%)	\$660.50	1	\$660.50

Total Proposed Contract Increase:
\$44,693.50

If you have any questions, please contact me or our office staff at your convenience.

Respectfully Submitted,

Joe Vaden, Jr., Commercial Estimator
American Roofing & Construction, LLC



STILLWATER PUBLIC SCHOOLS
STILLWATER BOARD OF EDUCATION

PREPARED BY: Bo Gamble, Assistant Superintendent of Operations
APPROVED BY: Uwe Gordon, Superintendent
DATE: September 10, 2024

AGENDA ITEM: 4X

Consider and Vote to Approve Lippert Bros., Inc. Potential Change Orders for SPS OES North Building Renovations and SPS OES South Building Renovations Project.

BOARD ACTION REQUESTED:

Vote to Approve Lippert Bros., Inc. Potential Change Orders for SPS OES North Building Renovations and SPS OES South Building Renovations Project.

BACKGROUND INFORMATION:

The attached report lists the requested use of owner contingency and allowances for the fifteen (15) PCO's reviewed for approval on the SPS OES North Building Renovations and SPS OES South Building Renovations Project to be funded out of the current Owner's Contingency.

The requests made in this agenda item do not impact the GMP.

August 29, 2024



Bo Gamble, Assistant Superintendent
Stillwater Public Schools
314 S. Lewis
Stillwater, OK 74074

RE: Stillwater Public Schools - OES North & South Building Renovations

Dear Mr. Gamble,

Please see the attached Potential Change Order (PCO) Log dated July 29, 2024. Included is the coversheet for each PCO. These have been reviewed and approved by SPS and Architect representatives. They will be funded through Contingency.

If you have any questions, please let me know.

Respectfully,

Lippert Bros., Inc.



Shelby Lippert
Project Manager



Stillwater Public Schools - OES North & South Building Renovations
PCOs
8/29/2024

PCO #	Title	Amount	Date Sent	Status	SPS Board Submitted	Date Approved	Owner Contingency Use	Owner Contingency Remaining
CONTRACT	BASE CONTRACT			APPROVED				\$ 114,951.00
#001	RFI #001 - Light Fixture Type I in Restrooms	\$ 1,640.00	6/7/2024	Approved	June	6/17/2024	\$ (1,640.00)	\$ 113,311.00
#002	RFI #008 - South Building - Relocate Electrical for Forklift Charger	\$ 618.00	6/7/2024	Approved	June	6/17/2024	\$ (618.00)	\$ 112,693.00
#004	RFI #005 - Spray Booth Demo	\$ 5,510.00	6/13/2024	Approved	June	6/17/2024	\$ (5,510.00)	\$ 107,183.00
#005	RFI #006 - South Building Warehouse Receiving Office Room 120 Mezzanine	\$ 11,386.00	6/13/2024	Approved	June	6/17/2024	\$ (11,386.00)	\$ 95,797.00
#006	Communications Allowance	\$ (680.00)	6/20/2024	Approved	June	6/26/2024	\$ 680.00	\$ 96,477.00
#007	Access Control Allowance	\$ 9,700.00	6/20/2024	Approved	June	6/26/2024	\$ (9,700.00)	\$ 86,777.00
#008	Fire Alarm Allowance	\$ (3,930.00)	6/20/2024	Approved	June	6/26/2024	\$ 3,930.00	\$ 90,707.00
#009	RFI #003 - South Building Exterior Walls	\$ 2,822.00	6/20/2024	Approved	June	6/26/2024	\$ (2,822.00)	\$ 87,885.00
#010	Replace Existing Outlets to Black with Stainless Steel Plates	\$ 2,529.00	6/20/2024	Approved	June	6/26/2024	\$ (2,529.00)	\$ 85,356.00
#011	Wood Doors - Change from MDO Primed to Maple Veneer	\$ 2,800.00	7/3/2024	Approved	July	7/3/2024	\$ (2,800.00)	\$ 82,556.00
#012	Condensing Boilers - Change from Laars to Lochinvar	\$ 2,606.00	7/3/2024	Approved	July	7/3/2024	\$ (2,606.00)	\$ 79,950.00
#013	RFI #031 - North Building - Conduits in Foundation	\$ 11,663.00	7/12/2024	Approved	July	7/15/2024	\$ (11,663.00)	\$ 68,287.00
#014	South Building - Additional Demo and Framing at Room 120	\$ 8,674.00	7/12/2024	Approved	July	7/15/2024	\$ (8,674.00)	\$ 59,613.00
#015	South Building - Insulation at Exterior Walls	\$ 3,999.00	7/12/2024	Approved	July	7/15/2024	\$ (3,999.00)	\$ 55,614.00
#003	RFI #004 - North Building - Gypsum Wall at South of Server Room	\$ 354.00	6/13/2024	Approved	July	6/17/2024	\$ (354.00)	\$ 55,260.00
#016	RFI #012 - North Building - IT Room - Demo & Framing	\$ 2,769.00	7/23/2024	Approved	July	7/24/2024	\$ (2,769.00)	\$ 52,491.00
#017	RFI #034 & RFI #036 - South Building - Power & Lights & Data Rough-In	\$ 4,535.00	7/23/2024	Approved	July	7/24/2024	\$ (4,535.00)	\$ 47,956.00
#018	RFI #044 - North Building - Hallways - Lighting Controls	\$ 1,940.00	7/23/2024	Approved	July	7/24/2024	\$ (1,940.00)	\$ 46,016.00
#019	RFI #026 - South Building - Existing Plumbing Main	\$ 4,108.00	7/26/2024	Approved	July	7/29/2024	\$ (4,108.00)	\$ 41,908.00
#020	Credit for Not Painting Wood Doors	\$ (800.00)	7/26/2024	Approved	July	7/29/2024	\$ 800.00	\$ 42,708.00
#021	RFI #050 - South Building - Gas Line at Room 108 CN Office	\$ 301.00	7/26/2024	Approved	July	7/29/2024	\$ (301.00)	\$ 42,407.00
#022	RFI #018 - North Building HVAC Piping Support and Insulation	\$ 2,925.00	7/26/2024	Approved	July	7/29/2024	\$ (2,925.00)	\$ 39,482.00
#023	RFI #029 - North Building - HVAC Unit over Hard Lid Restroom Ceilings	\$ 37,698.00	8/1/2024	Approved	August	8/5/2024	\$ (37,698.00)	\$ 1,784.00
#024	RFI #040 - Door 801 Access Control	\$ (6,175.00)	8/1/2024	Approved	August	8/5/2024	\$ 6,175.00	\$ 7,959.00
#025	RFI #022 - End of Wall Condition at Storefront Glass	\$ 800.00	8/1/2024	Approved	August	8/5/2024	\$ (800.00)	\$ 7,159.00
#026	Reduce Construction Manager Contingency from 10% to 5%	\$ (69,893.00)	8/1/2024	Approved	August	8/5/2024	\$ 69,893.00	\$ 77,052.00
#027	RFI #036 - South Building - Added Data to Offices and Warehouse	\$ 4,760.00	8/1/2024	Approved	August	8/5/2024	\$ (4,760.00)	\$ 72,292.00
#028	RFI #037 - South Building - MDF	\$ 2,125.00	8/1/2024	Approved	August	8/5/2024	\$ (2,125.00)	\$ 70,167.00
#029	RFI #038 - Fiber Between North and South Buildings	\$ 3,125.00	8/1/2024	Approved	August	8/5/2024	\$ (3,125.00)	\$ 67,042.00
#030	Scout Systems - Add Bonds	\$ 1,779.00	8/1/2024	Approved	August	8/5/2024	\$ (1,779.00)	\$ 65,263.00
#032	RFI #051 - NB - Ceiling at Vestibule 100	\$ 232.50	8/17/2024	Approved	August	8/21/2024	\$ (232.50)	\$ 65,030.50
#033	RFI #045 - SB - Potential Water Pressure Issue	\$ 943.97	8/17/2024	Approved	August	8/21/2024	\$ (943.97)	\$ 64,086.53
#034	RFI #60 - NB - Conference Room 109 Existing Furr Out	\$ 400.00	8/19/2024	Approved	August	8/23/2024	\$ (400.00)	\$ 63,686.53
#035	RFI #59 - SB - Existing Framing at Window "A"	\$ 2,195.00	8/19/2024	Approved	August	8/23/2024	\$ (2,195.00)	\$ 61,491.53
#031.1	RFI #048 - Storefront Leaks Rev. 1	\$ 9,947.59	8/29/2024	Approved	August	9/3/2024	(9,947.59)	\$ 51,543.94
#036	RFI #19 - NB - Header at Opening at Grid Line 4	\$ 1,160.00	8/29/2024	Approved	August	9/3/2024	(1,160.00)	\$ 50,383.94
#037	RFI #23 - NB - Transformer Location vs HVAC Units	\$ 2,245.00	8/29/2024	Approved	August	9/3/2024	(2,245.00)	\$ 48,138.94



PCO #023

Lippert Bros., Inc.
PO Box 17450
Oklahoma City, Oklahoma 73136
Phone: (405) 478-3580

Project: 1747 - Stillwater Public Schools - OES North & South Building
Renovations
5021 / 5005 North Perkins Road
Stillwater, Oklahoma 74075

Prime Contract Potential Change Order #023: RFI #029 - North Building - HVAC Unit over Hard Lid Restroom Ceilings

Table with contract details including TO: Stillwater Public Schools, FROM: Lippert Bros., Inc., PCO NUMBER/REVISION: 023 / 0, CONTRACT: 1 - OES North & South Building Renovations, REQUEST RECEIVED FROM, STATUS: Pending - In Review, REFERENCE, FIELD CHANGE: No, LOCATION, SCHEDULE IMPACT, EXECUTED: No, ACCOUNTING METHOD: Amount Based, PAID IN FULL: No, SIGNED CHANGE ORDER RECEIVED DATE, TOTAL AMOUNT: \$37,698.00

POTENTIAL CHANGE ORDER TITLE: RFI #029 - North Building - HVAC Unit over Hard Lid Restroom Ceilings

CHANGE REASON:

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)
RFI #029 - North Building - HVAC Unit over Hard Lid Restroom Ceilings

ATTACHMENTS:

Table with 4 columns: #, Budget Code, Description, Amount. Rows include items for HVAC Unit over Hard Lid Restroom Ceilings and Add Quick Build Option, with a Grand Total of \$37,698.00.

Brian Thomas (505 Architects LLC)
1631 South Delaware Avenue
Tulsa, Oklahoma 74104

Stillwater Public Schools
314 South Lewis Street
Stillwater, Oklahoma 74074

Lippert Bros., Inc.
PO Box 17450
Oklahoma City, Oklahoma 73136-1450

Handwritten signature and date 8/5/2024

Rob Lamecker
Digitally signed by Rob Lamecker
DN: cn=L.S., email=erlamecker@stillwaterschools.com, ou=Stillwater Public Schools, ou=Facilities Management, cn=Rob Lamecker
Reason: I am approving this document
Date: 2024.08.05 13:50:33 -0500

Handwritten signature and date 8/1/24



PCO #024

Lippert Bros., Inc.
PO Box 17450
Oklahoma City, Oklahoma 73136
Phone: (405) 478-3580

Project: 1747 - Stillwater Public Schools - OES North & South Building
Renovations
5021 / 5005 North Perkins Road
Stillwater, Oklahoma 74075

Prime Contract Potential Change Order #024: RFI #040 - Door 801 Access Control

Table with 4 columns: TO, FROM, PCO NUMBER/REVISION, CONTRACT, REQUEST RECEIVED FROM, CREATED BY, STATUS, CREATED DATE, REFERENCE, PRIME CONTRACT CHANGE ORDER, FIELD CHANGE, LOCATION, ACCOUNTING METHOD, SCHEDULE IMPACT, PAID IN FULL, EXECUTED, SIGNED CHANGE ORDER RECEIVED DATE, TOTAL AMOUNT.

POTENTIAL CHANGE ORDER TITLE: RFI #040 - Door 801 Access Control

CHANGE REASON:

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)
RFI #040 - Door 801 Access Control

ATTACHMENTS:

Table with 4 columns: #, Budget Code, Description, Amount. Includes a Grand Total row.

Brian Thomas (505 Architects LLC)
1631 South Delaware Avenue
Tulsa, Oklahoma 74104

Stillwater Public Schools
314 South Lewis Street
Stillwater, Oklahoma 74074

Lippert Bros., Inc.
PO Box 17450
Oklahoma City, Oklahoma 73136-1450

Handwritten signature and date 8/5/2024

Digital signature of Rob Lamecker with metadata and date 8/1/24

Handwritten signature and date 8/1/24



PCO #025

Lippert Bros., Inc.
PO Box 17450
Oklahoma City, Oklahoma 73136
Phone: (405) 478-3580

Project: 1747 - Stillwater Public Schools - OES North & South Building
Renovations
5021 / 5005 North Perkins Road
Stillwater, Oklahoma 74075

Prime Contract Potential Change Order #025: RFI #022 - End of Wall Condition at Storefront Glass

Table with 4 columns: Field Name, Value, Field Name, Value. Includes fields like TO, FROM, PCO NUMBER/REVISION, CONTRACT, REQUEST RECEIVED FROM, CREATED BY, STATUS, CREATED DATE, REFERENCE, PRIME CONTRACT CHANGE ORDER, FIELD CHANGE, LOCATION, ACCOUNTING METHOD, SCHEDULE IMPACT, PAID IN FULL, EXECUTED, SIGNED CHANGE ORDER RECEIVED DATE, TOTAL AMOUNT.

POTENTIAL CHANGE ORDER TITLE: RFI #022 - End of Wall Condition at Storefront Glass

CHANGE REASON:

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)
RFI #022 - End of Wall Condition at Storefront Glass

ATTACHMENTS:

Table with 4 columns: #, Budget Code, Description, Amount. Row 1: 1, 08-08800.S GLASS / LEE.Commitment, RFI #022 - End of Wall Condition at Storefront Glass, \$800.00. Grand Total: \$800.00

Brian Thomas (505 Architects LLC)
1631 South Delaware Avenue
Tulsa, Oklahoma 74104

Stillwater Public Schools
314 South Lewis Street
Stillwater, Oklahoma 74074

Lippert Bros., Inc.
PO Box 17450
Oklahoma City, Oklahoma 73136-1450

Handwritten signature of Brian Thomas, dated 8/5/2024. Labels: SIGNATURE, DATE

Rob Lamecker (Digital signature). Labels: SIGNATURE, DATE

Handwritten signature of Jason Mews, dated 8/1/24. Labels: SIGNATURE, DATE



PCO #026

Lippert Bros., Inc.
PO Box 17450
Oklahoma City, Oklahoma 73136
Phone: (405) 478-3580

Project: 1747 - Stillwater Public Schools - OES North & South Building
Renovations
5021 / 5005 North Perkins Road
Stillwater, Oklahoma 74075

Prime Contract Potential Change Order #026: Reduce Construction Manager Contingency from 10% to 5%

Table with 4 columns: TO, FROM, PCO NUMBER/REVISION, CONTRACT, REQUEST RECEIVED FROM, CREATED BY, STATUS, CREATED DATE, REFERENCE, PRIME CONTRACT CHANGE ORDER, FIELD CHANGE, LOCATION, ACCOUNTING METHOD, SCHEDULE IMPACT, PAID IN FULL, EXECUTED, SIGNED CHANGE ORDER RECEIVED DATE, TOTAL AMOUNT.

POTENTIAL CHANGE ORDER TITLE: Reduce Construction Manager Contingency from 10% to 5%

CHANGE REASON:

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

Reduce Construction Manager Contingency from 10% to 5%

LBI reserves the right to issue a CO for items that would typically be charged to contingency if the reduced funds are not sufficient to cover cost. This is because the contingency funds are currently being used on what is typically CO funded work.

ATTACHMENTS:

Table with 4 columns: #, Budget Code, Description, Amount. Includes rows for 'Reduce Construction Manager Contingency from 10% to 5%' and 'Add to Owner Contingency', with a Grand Total of \$0.00.

Brian Thomas (505 Architects LLC)
1631 South Delaware Avenue
Tulsa, Oklahoma 74104

Stillwater Public Schools
314 South Lewis Street
Stillwater, Oklahoma 74074

Lippert Bros., Inc.
PO Box 17450
Oklahoma City, Oklahoma 73136-1450

Signature of Brian Thomas, dated 8/5/2024

Signature of Rob Lamecker, dated 8/1/2024. Includes digital signature verification text.

Signature of Jason Mews, dated 8/1/24



PCO #027

Lippert Bros., Inc.
PO Box 17450
Oklahoma City, Oklahoma 73136
Phone: (405) 478-3580

Project: 1747 - Stillwater Public Schools - OES North & South Building
Renovations
5021 / 5005 North Perkins Road
Stillwater, Oklahoma 74075

Prime Contract Potential Change Order #027: RFI #036 - South Building - Added Data to Offices and Warehouse

Table with 4 columns: TO, FROM, PCO NUMBER/REVISION, CONTRACT, REQUEST RECEIVED FROM, CREATED BY, STATUS, CREATED DATE, REFERENCE, PRIME CONTRACT CHANGE ORDER, FIELD CHANGE, LOCATION, ACCOUNTING METHOD, SCHEDULE IMPACT, PAID IN FULL, EXECUTED, SIGNED CHANGE ORDER RECEIVED DATE, TOTAL AMOUNT.

POTENTIAL CHANGE ORDER TITLE: RFI #036 - South Building - Added Data to Offices and Warehouse

CHANGE REASON:

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)
RFI #036 - South Building - Added Data to Offices and Warehouse

ATTACHMENTS:

Table with 4 columns: #, Budget Code, Description, Amount. Includes a Grand Total row.

Brian Thomas (505 Architects LLC)
1631 South Delaware Avenue
Tulsa, Oklahoma 74104

Stillwater Public Schools
314 South Lewis Street
Stillwater, Oklahoma 74074

Lippert Bros., Inc.
PO Box 17450
Oklahoma City, Oklahoma 73136-1450

Handwritten signature and date 8/5/2024 for Brian Thomas.

Rob Lamecker signature and date, includes digital signature verification details.

Handwritten signature and date 8/1/24 for Lippert Bros., Inc.



PCO #028

Lippert Bros., Inc.
PO Box 17450
Oklahoma City, Oklahoma 73136
Phone: (405) 478-3580

Project: 1747 - Stillwater Public Schools - OES North & South Building
Renovations
5021 / 5005 North Perkins Road
Stillwater, Oklahoma 74075

Prime Contract Potential Change Order #028: RFI #037 - South Building - MDF

Table with 4 columns: Field Name, Value, Field Name, Value. Includes fields like TO, FROM, PCO NUMBER/REVISION, CONTRACT, REQUEST RECEIVED FROM, CREATED BY, STATUS, CREATED DATE, REFERENCE, PRIME CONTRACT CHANGE ORDER, FIELD CHANGE, LOCATION, ACCOUNTING METHOD, SCHEDULE IMPACT, PAID IN FULL, EXECUTED, SIGNED CHANGE ORDER RECEIVED DATE, TOTAL AMOUNT.

POTENTIAL CHANGE ORDER TITLE: RFI #037 - South Building - MDF

CHANGE REASON:

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)
RFI #037 - South Building - MDF

ATTACHMENTS:

Table with 4 columns: #, Budget Code, Description, Amount. Row 1: 1, 27-27000.S COMMUNICATIONS / SCOUT.Commitment, RFI #037 - South Building - MDF, \$2,125.00. Grand Total: \$2,125.00

Brian Thomas (505 Architects LLC)
1631 South Delaware Avenue
Tulsa, Oklahoma 74104

Stillwater Public Schools
314 South Lewis Street
Stillwater, Oklahoma 74074

Lippert Bros., Inc.
PO Box 17450
Oklahoma City, Oklahoma 73136-1450

Signature of Brian Thomas, DATE 8/5/2024

Signature of Rob Lamecker, DATE, includes digital signature verification text

Signature of Jason Mews, DATE 8/1/24



Lippert Bros., Inc.
PO Box 17450
Oklahoma City, Oklahoma 73136
Phone: (405) 478-3580

Project: 1747 - Stillwater Public Schools - OES North & South Building
Renovations
5021 / 5005 North Perkins Road
Stillwater, Oklahoma 74075

Prime Contract Potential Change Order #029: RFI #038 - Fiber Between North and South Buildings

TO:	Stillwater Public Schools 314 South Lewis Street Stillwater, Oklahoma 74074	FROM:	Lippert Bros., Inc. PO Box 17450 Oklahoma City, Oklahoma 73136-1450
PCO NUMBER/REVISION:	029 / 0	CONTRACT:	1 - OES North & South Building Renovations
REQUEST RECEIVED FROM:		CREATED BY:	Jason Mews (Lippert Bros., Inc.)
STATUS:	Pending - In Review	CREATED DATE:	8/1/2024
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	ACCOUNTING METHOD:	Amount Based
LOCATION:		PAID IN FULL:	No
SCHEDULE IMPACT:		SIGNED CHANGE ORDER RECEIVED DATE:	
EXECUTED:	No	TOTAL AMOUNT:	\$3,125.00

POTENTIAL CHANGE ORDER TITLE: RFI #038 - Fiber Between North and South Buildings

CHANGE REASON:

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
RFI #038 - Fiber Between North and South Buildings


ATTACHMENTS:

#	Budget Code	Description	Amount
1	27-27000.S COMMUNICATIONS / SCOUT.Commitment	RFI #038 - Fiber Between North and South Buildings	\$3,125.00
Grand Total:			\$3,125.00


Brian Thomas (505 Architects LLC)
1631 South Delaware Avenue
Tulsa, Oklahoma 74104


SIGNATURE DATE 8/5/2024

Stillwater Public Schools
314 South Lewis Street
Stillwater, Oklahoma 74074

Rob Lamecker

SIGNATURE DATE

Lippert Bros., Inc.
PO Box 17450
Oklahoma City, Oklahoma 73136-1450


SIGNATURE DATE 8/1/24



PCO #030

Lippert Bros., Inc.
PO Box 17450
Oklahoma City, Oklahoma 73136
Phone: (405) 478-3580

Project: 1747 - Stillwater Public Schools - OES North & South Building
Renovations
5021 / 5005 North Perkins Road
Stillwater, Oklahoma 74075

Prime Contract Potential Change Order #030: Scout Systems - Add Bonds

TO:	Stillwater Public Schools 314 South Lewis Street Stillwater, Oklahoma 74074	FROM:	Lippert Bros., Inc. PO Box 17450 Oklahoma City, Oklahoma 73136-1450
PCO NUMBER/REVISION:	030 / 0	CONTRACT:	1 - OES North & South Building Renovations
REQUEST RECEIVED FROM:		CREATED BY:	Jason Mews (Lippert Bros., Inc.)
STATUS:	Pending - In Review	CREATED DATE:	8/1/2024
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No	ACCOUNTING METHOD:	Amount Based
LOCATION:		PAID IN FULL:	No
SCHEDULE IMPACT:		SIGNED CHANGE ORDER RECEIVED DATE:	
EXECUTED:	No	TOTAL AMOUNT:	\$1,779.00

POTENTIAL CHANGE ORDER TITLE: Scout Systems - Add Bonds

CHANGE REASON:

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)
Scout Systems - Add Bonds

ATTACHMENTS:


#	Budget Code	Description	Amount
1	27-27000.S COMMUNICATIONS / SCOUT.Commitment	Scout Systems - Add Bonds	\$1,779.00
Grand Total:			\$1,779.00


Brian Thomas (505 Architects LLC)
1631 South Delaware Avenue
Tulsa, Oklahoma 74104

Stillwater Public Schools
314 South Lewis Street
Stillwater, Oklahoma 74074

Lippert Bros., Inc.
PO Box 17450
Oklahoma City, Oklahoma 73136-1450


8/5/2024
SIGNATURE DATE

Rob Lamecker

8/1/2024
SIGNATURE DATE


8/1/24
SIGNATURE DATE



Lippert Bros., Inc.
PO Box 17450
Oklahoma City, Oklahoma 73136
Phone: (405) 478-3580

Project: 1747 - Stillwater Public Schools - OES North & South Building
Renovations
5021 / 5005 North Perkins Road
Stillwater, Oklahoma 74075

Prime Contract Potential Change Order #031: RFI #048 - Storefront Leaks Rev. 1

Table with 4 columns: TO, FROM, PCO NUMBER/REVISION, CONTRACT, REQUEST RECEIVED FROM, CREATED BY, STATUS, CREATED DATE, REFERENCE, PRIME CONTRACT CHANGE ORDER, FIELD CHANGE, LOCATION, ACCOUNTING METHOD, SCHEDULE IMPACT, PAID IN FULL, EXECUTED, SIGNED CHANGE ORDER RECEIVED DATE, TOTAL AMOUNT.

POTENTIAL CHANGE ORDER TITLE: RFI #048 - Storefront Leaks Rev. 1

CHANGE REASON:

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

Per RFI #048 - remove storefront, caulk/reseal it and reinstall it.

THIS QUOTE IS TO RESEAL THE WEST WINDOWS AND THE FIRST TWO WINDOWS ON THE SOUTHWEST CORNER OF THE OES NORTH BUILDING.

THIS QUOTE IS TO ALSO RESEAL THE WEST WINDOWS ON THE SOUTH OES BUILDING.

THIS WORK WILL BE DONE WITH THE UNDERSTANDING THAT THIS IS NOT A PERMANENT FIX AND WE CANNOT GUARANTEE IT WILL REMAIN

LEAK FREE. CAULKING IS FOR THE EXTERIOR ONLY.

-LABOR TO REMOVE EXISTING CAULKING AND OLD GLAZING RUBBER AND PREPARE THE AREA FOR NEW CAULKING.

-LABOR TO WET GLAZE THE GLASS AND CAULK THE EXISTING FRAMING.

ATTACHMENTS:

Table with 4 columns: #, Budget Code, Description, Amount. Includes Grand Total: \$9,947.59

Brian Thomas (505 Architects LLC)
1631 South Delaware Avenue
Tulsa, Oklahoma 74104

Stillwater Public Schools
314 South Lewis Street
Stillwater, Oklahoma 74074

Lippert Bros., Inc.
PO Box 17450
Oklahoma City, Oklahoma 73136-1450

Handwritten signature of Brian Thomas

09/03/2024
SIGNATURE DATE

Rob Lamecker
Digitally signed by Rob Lamecker
DN: C=US, E=rlamecker@stillwaterschools.com, O=Stillwater Public Schools, OU=Facilities Management, CN=Rob Lamecker
Reason: I am approving this document
Date: 2024.09.03 10:54:18-05'00'

Shelby Lippert
2024.08.28 16:39:25-05'00'
SIGNATURE DATE



Lippert Bros., Inc.
PO Box 17450
Oklahoma City, Oklahoma 73136
Phone: (405) 478-3580

Project: 1747 - Stillwater Public Schools - OES North & South Building
Renovations
5021 / 5005 North Perkins Road
Stillwater, Oklahoma 74075

Prime Contract Potential Change Order #032: RFI #051: NB - Ceiling at Vestibule 100

Table with 4 columns: TO, FROM, PCO NUMBER/REVISION, CONTRACT, REQUEST RECEIVED FROM, CREATED BY, STATUS, CREATED DATE, REFERENCE, PRIME CONTRACT CHANGE ORDER, FIELD CHANGE, LOCATION, ACCOUNTING METHOD, SCHEDULE IMPACT, PAID IN FULL, EXECUTED, SIGNED CHANGE ORDER RECEIVED DATE, TOTAL AMOUNT.

POTENTIAL CHANGE ORDER TITLE: RFI #051: NB - Ceiling at Vestibule 100

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

ATTACHMENTS:

Table with 4 columns: #, Budget Code, Description, Amount. Includes items for ELECTRICAL and DRYWALL & CEILINGS, with a Grand Total of \$232.50.

Brian Thomas (505 Architects LLC)
1631 South Delaware Avenue
Tulsa, Oklahoma 74104

Stillwater Public Schools
314 South Lewis Street
Stillwater, Oklahoma 74074

Lippert Bros., Inc.
PO Box 17450
Oklahoma City, Oklahoma 73136-1450

Handwritten signature of Brian Thomas, dated 8/19/2024.

Digital signature of Rob Lamecker with metadata: Digitally signed by Rob Lamecker, DN: C=US, Email=lamecker@stillwaterschools.com, O=Stillwater Public Schools, OU=Facilities Management, CN=Rob Lamecker. Reason: I am approving this document. Date: 2024.08.19 18:11:25-05'00'

Handwritten signature of Shelby Lippert, dated 2024.08.17 06:02:21-05'00'.



Lippert Bros., Inc.
PO Box 17450
Oklahoma City, Oklahoma 73136
Phone: (405) 478-3580

Project: 1747 - Stillwater Public Schools - OES North & South Building
Renovations
5021 / 5005 North Perkins Road
Stillwater, Oklahoma 74075

Prime Contract Potential Change Order #033: RFI #045: SB - Potential Water Pressure Issue

TO:	Stillwater Public Schools 314 South Lewis Street Stillwater, Oklahoma 74074	FROM:	Lippert Bros., Inc. PO Box 17450 Oklahoma City, Oklahoma 73136-1450
PCO NUMBER/REVISION:	033 / 0	CONTRACT:	1 - OES North & South Building Renovations
REQUEST RECEIVED FROM:	Jeff Thomas (505 Architects LLC)	CREATED BY:	Shelby Lippert (Lippert Bros., Inc.)
STATUS:	Pending - In Review	CREATED DATE:	8/17/2024
REFERENCE:	RFI 45	PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$943.97

POTENTIAL CHANGE ORDER TITLE: RFI #045: SB - Potential Water Pressure Issue

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

Framing & drywall for this furr out included in RFI-050/PCO-021.

ATTACHMENTS:

#	Budget Code	Description	Amount
1	24-24000.S MECHANICAL / STOLHAND.Commitment	Furnish & install valves & access panel	\$943.97
Grand Total:			\$943.97

Brian Thomas (505 Architects LLC)
1631 South Delaware Avenue
Tulsa, Oklahoma 74104

8/19/2024

SIGNATURE

DATE

Stillwater Public Schools
314 South Lewis Street
Stillwater, Oklahoma 74074

Rob Lamecker
Digitally signed by Rob Lamecker
DN: c=US, e=rlamecker@stillwaterschools.com,
o=Stillwater Public Schools, ou=Facilities
Management, cn=Rob Lamecker
Reason: I am approving this document
Date: 2024.08.19 18:11:41-05'00'

SIGNATURE

DATE

Lippert Bros., Inc.
PO Box 17450
Oklahoma City, Oklahoma 73136-1450

Shelby Lippert
2024.08.17 06:17:12-05'00'

SIGNATURE

DATE



Lippert Bros., Inc.
PO Box 17450
Oklahoma City, Oklahoma 73136
Phone: (405) 478-3580

Project: 1747 - Stillwater Public Schools - OES North & South Building
Renovations
5021 / 5005 North Perkins Road
Stillwater, Oklahoma 74075

Prime Contract Potential Change Order #034: RFI #060 - NB - Conference Room 109 Existing Furr Out

Table with 4 columns: TO, FROM, PCO NUMBER/REVISION, CONTRACT, REQUEST RECEIVED FROM, CREATED BY, STATUS, CREATED DATE, REFERENCE, PRIME CONTRACT CHANGE ORDER, FIELD CHANGE, LOCATION, ACCOUNTING METHOD, SCHEDULE IMPACT, PAID IN FULL, EXECUTED, SIGNED CHANGE ORDER RECEIVED DATE, TOTAL AMOUNT.

POTENTIAL CHANGE ORDER TITLE: RFI #060 - NB - Conference Room 109 Existing Furr Out

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

ATTACHMENTS:

Table with 4 columns: #, Budget Code, Description, Amount. Includes items for Foreman - Labor and Rough Carpentry Materials, with a Grand Total of \$400.00.

Brian Thomas (505 Architects LLC)
1631 South Delaware Avenue
Tulsa, Oklahoma 74104

Stillwater Public Schools
314 South Lewis Street
Stillwater, Oklahoma 74074

Lippert Bros., Inc.
PO Box 17450
Oklahoma City, Oklahoma 73136-1450

Handwritten signature and date 08/22/24

Digital signature of Rob Lamecker with metadata

Handwritten signature and date 2024.08.19 13:13:59-05'00'



Lippert Bros., Inc.
PO Box 17450
Oklahoma City, Oklahoma 73136
Phone: (405) 478-3580

Project: 1747 - Stillwater Public Schools - OES North & South Building
Renovations
5021 / 5005 North Perkins Road
Stillwater, Oklahoma 74075

Prime Contract Potential Change Order #035: RFI #059: SB - Existing Framing @ Window Type "A"

Table with 4 columns: TO, FROM, PCO NUMBER/REVISION, CONTRACT, REQUEST RECEIVED FROM, CREATED BY, STATUS, CREATED DATE, REFERENCE, PRIME CONTRACT CHANGE ORDER, FIELD CHANGE, LOCATION, ACCOUNTING METHOD, SCHEDULE IMPACT, PAID IN FULL, EXECUTED, SIGNED CHANGE ORDER RECEIVED DATE, TOTAL AMOUNT.

POTENTIAL CHANGE ORDER TITLE: RFI #059: SB - Existing Framing @ Window Type "A"

CHANGE REASON: Existing Condition

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

Reattach base framing and install panel closures at base. Install new J-trim around window opening.

ATTACHMENTS:

Table with 4 columns: #, Budget Code, Description, Amount. Includes a Grand Total row.

Brian Thomas (505 Architects LLC)
1631 South Delaware Avenue
Tulsa, Oklahoma 74104

Stillwater Public Schools
314 South Lewis Street
Stillwater, Oklahoma 74074

Lippert Bros., Inc.
PO Box 17450
Oklahoma City, Oklahoma 73136-1450

Handwritten signature and date 08/22/24

Digital signature of Rob Lamecker with metadata

Handwritten signature and date 2024.08.19 17:03:29-05'00'



Lippert Bros., Inc.
PO Box 17450
Oklahoma City, Oklahoma 73136
Phone: (405) 478-3580

Project: 1747 - Stillwater Public Schools - OES North & South Building
Renovations
5021 / 5005 North Perkins Road
Stillwater, Oklahoma 74075

Prime Contract Potential Change Order #036: RFI #019: NB - Header at Opening at Grid Line 4

Table with 4 columns: TO, FROM, PCO NUMBER/REVISION, CONTRACT, REQUEST RECEIVED FROM, CREATED BY, STATUS, CREATED DATE, REFERENCE, PRIME CONTRACT CHANGE ORDER, FIELD CHANGE, LOCATION, ACCOUNTING METHOD, SCHEDULE IMPACT, PAID IN FULL, EXECUTED, SIGNED CHANGE ORDER RECEIVED DATE, TOTAL AMOUNT.

POTENTIAL CHANGE ORDER TITLE: RFI #019: NB - Header at Opening at Grid Line 4

CHANGE REASON:

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

ATTACHMENTS:

Table with 4 columns: #, Budget Code, Description, Amount. Includes items for Structural Steel Fab..Materials and Steel Erection.Materials, with a Grand Total of \$1,160.00.

Brian Thomas (505 Architects LLC)
1631 South Delaware Avenue
Tulsa, Oklahoma 74104

Stillwater Public Schools
314 South Lewis Street
Stillwater, Oklahoma 74074

Lippert Bros., Inc.
PO Box 17450
Oklahoma City, Oklahoma 73136-1450

Handwritten signature WBD and date 09.03.2024

Rob Lamecker with digital signature block and date

Shelby ST Lippert with handwritten number 8877 and date 2024.08.28 16:58:57-05'00'



Lippert Bros., Inc.
PO Box 17450
Oklahoma City, Oklahoma 73136
Phone: (405) 478-3580

Project: 1747 - Stillwater Public Schools - OES North & South Building
Renovations
5021 / 5005 North Perkins Road
Stillwater, Oklahoma 74075

Prime Contract Potential Change Order #037: RFI #023: NB - Transformer Location vs HVAC Units

Table with 4 columns: TO, FROM, PCO NUMBER/REVISION, CONTRACT, REQUEST RECEIVED FROM, CREATED BY, STATUS, CREATED DATE, REFERENCE, PRIME CONTRACT CHANGE ORDER, FIELD CHANGE, LOCATION, ACCOUNTING METHOD, SCHEDULE IMPACT, PAID IN FULL, EXECUTED, SIGNED CHANGE ORDER RECEIVED DATE, TOTAL AMOUNT.

POTENTIAL CHANGE ORDER TITLE: RFI #023: NB - Transformer Location vs HVAC Units

CHANGE REASON:

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

Original unit locations provided the ability to wall mount disconnects and have limited exterior conduits and raceways. The revised layout requires a greater amount of exterior conduit and wiring. Also included in this pricing is conduit ground supports and unistrut racks to mount disconnects for the equipment no longer directly adjacent to building wall.

ATTACHMENTS:

Table with 4 columns: #, Budget Code, Description, Amount. Includes a Grand Total row.

Brian Thomas (505 Architects LLC)
1631 South Delaware Avenue
Tulsa, Oklahoma 74104

Stillwater Public Schools
314 South Lewis Street
Stillwater, Oklahoma 74074

Lippert Bros., Inc.
PO Box 17450
Oklahoma City, Oklahoma 73136-1450

Handwritten signature and date 09.03.2024

Rob Lamecker with digital signature verification details and date

Shelby ST Lippert with handwritten initials and date 2024.08.29 16:28:08-05'00'



STILLWATER PUBLIC SCHOOLS
STILLWATER BOARD OF EDUCATION

PREPARED BY: Bo Gamble, Assistant Superintendent of Operations
APPROVED BY: Uwe Gordon, Superintendent
DATE: September 10, 2024

AGENDA ITEM: 4Y

Consider and Vote to Approve a Construction Management Services Contract with Lambert Construction Company for the Stillwater Public Schools Hamilton Field House Renovation Project.

BOARD ACTION REQUESTED:

Vote to Approve Construction Management Services Contract with Lambert Construction Company for the Stillwater Public Schools Hamilton Field House Renovation Project.

BACKGROUND INFORMATION:

A master contract for construction management services with Lambert Construction Company is attached. This contract details all responsibilities and fee structures for the Stillwater Public Schools Hamilton Field House Renovation Project.

AIA® Document A133® – 2019

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

AGREEMENT made as of the tenth day of September in the year two-thousand and twenty-four

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

Independent School District No. 16 of Payne County, Oklahoma
314 South Lewis Street
Stillwater, Oklahoma 74074

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

Lambert Construction Company
2508 E. 6th Avenue
Stillwater, Oklahoma 74074

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

SPS Hamilton Field House Renovation
Couch Park | E. 14th Ave. and E. Alcott Ave.
Stillwater, Oklahoma 74074

Renovation of existing Hamilton Field House for use by the Stillwater Public Schools.

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

505 Architects LLC
1631 South Delaware Avenue
Tulsa, Oklahoma 74104

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™–2017, 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.

TABLE OF ARTICLES

1	INITIAL INFORMATION
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3	CONSTRUCTION MANAGER'S RESPONSIBILITIES
4	OWNER'S RESPONSIBILITIES
5	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
6	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
7	COST OF THE WORK FOR CONSTRUCTION PHASE
8	DISCOUNTS, REBATES, AND REFUNDS
9	SUBCONTRACTS AND OTHER AGREEMENTS
10	ACCOUNTING RECORDS
11	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
12	DISPUTE RESOLUTION
13	TERMINATION OR SUSPENSION
14	MISCELLANEOUS PROVISIONS
15	SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

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

The Work shall be based on the Contract Documents dated that include the Project Manual Issue 01, dated 05.17.2024 and Drawing Set Issue 01, dated 05.17.2024.

§ 1.1.2 The Project's physical characteristics:

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

The Project consists of an exterior and interior renovations of existing Hamilton Field House for use by the Stillwater Public Schools.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

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

Per Exhibit D.

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

.1 Design phase milestone dates, if any:

Completed

.2 Construction commencement date:

September 30, 2024

.3 Substantial Completion date or dates:

November 29, 2024

.4 Other milestone dates:

None.

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

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

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

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Assistant Superintendent of Operations
Stillwater Public Schools
314 South Lewis Avenue
Stillwater, Oklahoma 74074

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

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

.1 Geotechnical Engineer:

Init.

.2 Civil Engineer:

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:

(List name, address, and other contact information.)

Brian Thomas, AIA, RID, LEED AP
1631 South Delaware Avenue
Tulsa, Oklahoma 74104
bt@505architects.com
918.605.5303

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:

(List name, address, and other contact information.)

Mark Lambert
President
Lambert Construction Company

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

(List any Owner-specific requirements to be included in the staffing plan.)

None

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

(List any Owner-specific requirements for subcontractor procurement.)

Per State Statutes

§ 1.1.15 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 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 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 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or

Init.

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User Notes:

(2020692592)

oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. 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.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. 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.

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

§ 3.1.3 Consultation

§ 3.1.3.1 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.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; 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. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 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 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 in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

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

§ 3.1.6 Cost Estimates

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

§ 3.1.6.2 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, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action. In the event the Guaranteed Maximum Price exceeds the final estimate of the Cost of the Work, the Architect shall be entitled to Additional Services to make revisions to the Drawings, Specifications, or other documents as necessary to comply with the Owner's budget. The Construction Manager shall bear the cost of the Architect's Additional Services including, without limitation, all additional costs and expenses for revisions or modifications required of or other services rendered by the Architect arising from or due to inaccuracies, errors or incompleteness of the Cost of Work estimates provided by the Construction Manager, all of which shall be the sole responsibility of the Construction Manager and shall not be borne by the Owner. After the final estimates, the Construction Manager shall have the opportunity to adjust estimate with each design or scope change made. Any cost for additional services must be approved by the Construction Manager in writing prior to the revisions causing extra cost to the Construction Manager.

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

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

Init.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

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

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

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

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered 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.

§ 3.1.13 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.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development by the Architect, the Construction Manager, subject to the written approval by the Owner, 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 changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 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 3.2.2;

- .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, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; 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.

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

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or 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.

§ 3.2.6 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.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 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.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 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 of the meetings to the Owner and Architect.

§ 3.3.2.2 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 a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

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.

§ 3.3.2.4 Daily Logs

The Construction Manager shall 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.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress 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 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 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.

§ 4.1.2 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. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 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 Article 7, (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.

§ 4.1.4 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.

§ 4.1.4.1 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.

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

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

Init.

§ 4.1.5 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.

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

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, 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 A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **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.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B101™-2017, Standard Form of Agreement Between Owner and Architect. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Per Exhibit D.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

NA

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within three (3) 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.

§ 5.2 Payments

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

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

All payments per State Statutes

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 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.)

Per Exhibit D.

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

The Construction Manager's fee shall be adjusted by adding or deducting the Construction Manager's fee to the net effect of all Change Orders. This adjustment shall be made to the final Application for Payment.

§ 6.1.4 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 = 15% Total

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

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

NA

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 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 Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.2 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 Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 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 6.1.3 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 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries 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.

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

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, 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.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining 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 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

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

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

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

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 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.

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

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, 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.

§ 7.5.2 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 the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

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

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

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

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

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

§ 7.6.3 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.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, 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, unless the Construction Manager had reason

to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager’s Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner’s prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

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

§ 7.6.9 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.

§ 7.6.10 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, with the Owner’s prior approval.

§ 7.6.11 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.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner’s prior approval.

§ 7.7.2 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 Article 10 of AIA Document A201–2017.

§ 7.7.3 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 the negligence of, or failure to fulfill a specific responsibility by, 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.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 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 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 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 in writing, 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 Article 9. If the Owner fails to authorize the transaction in writing, 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 Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 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 7.2, or as may be provided in Article 14;
- .2 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, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, 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;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. 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 obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 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 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, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (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 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 of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 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 Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.



ARTICLE 10 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, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, 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 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 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.

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

As per State Statues

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

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 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 payments 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, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 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: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 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 and for which the Construction Manager has made payment or intends to make 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.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 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 most recent schedule of values;
- .2 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 completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, less retainage of five percent (5%), computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 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 included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion. Retainage per State Statutes

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation;
- .6 Retainage withheld pursuant to Section 11.1.8; and
- .7 Retainage of five percent (5%) from that portion of the Work that the Construction Manager self-performs. Retainage shall be per State Statutes

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Retainage per State Statutes

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Preconstruction Fee, Permit Fees, Insurance and Bonds

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Retainage per State Statutes

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for

Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

Retainage per State Statutes

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

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

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

§ 11.1.12 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 such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) 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.

§ 11.2 Final Payment

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

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will 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 Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is 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 Article 15 of AIA Document A201–2017. A request for mediation 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 request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors 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.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Per State Statutes

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for 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.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

(Paragraph deleted)

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. 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 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 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.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Article 15 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

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

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in

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accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 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 Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work 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 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 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 13.1.4:

- .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 6.1 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.

§ 13.1.6 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 that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. 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 13, 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.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify 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.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .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 6.1 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;
- .3 Subtract the aggregate of previous payments made by the Owner; and

- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 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 that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. 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 13, 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.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than (\$ 1,000,000.00) for each occurrence and (\$2,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than (\$1,000,000.00) each accident (\$1,000,000.00) each employee, and (\$) policy limit.

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

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Personal & Advertising Injury	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products-Completed Operations Aggregate	\$2,000,000.00
Builders' Risk	TBD based on Project details

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

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

Sales Tax Exemption. Oklahoma Statutes exempts sales taxes on the sale of "tangible personal property or services." Owner will provide a tax-exempt certificate for the use of the Contractor and Subcontractors to purchase materials for the Work.

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ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 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.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction

(Paragraphs deleted)

- .6 Other Exhibits:
(Check all boxes that apply.)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 0702	Supplementary Conditions	08.28.2024	5
Exhibit C	Addendum to Standard Form of Agreement between Owner and Construction Manager (AIA Document A133-2019)	March 26, 2024	5
Exhibit D	Lambert Construction Schedule of Values	August 27, 2024	1

- .7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER (Signature)

Dr. Marshall Baker, SPS Board President
(Printed name and title)



CONSTRUCTION MANAGER (Signature)

Mark Lambert, President
(Printed name and title)



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

SPS Hamilton Field House Renovation
Couch Park | E. 14th Ave. and E. Alcott Ave.
Stillwater, Oklahoma 74074

THE OWNER:

(Name, legal status and address)

Independent School District No. 16 of Payne County, Oklahoma
314 South Lewis Street
Stillwater, Oklahoma 74074

THE ARCHITECT:

(Name, legal status and address)

505 Architects LLC
1631 South Delaware Avenue
Tulsa, Oklahoma 74104

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- 13 MISCELLANEOUS PROVISIONS

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.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 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 Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 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 Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

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§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

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specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

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- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

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§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

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

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

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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**ADDENDUM TO STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER
(AIA DOCUMENT A133 – 2019)**

This Addendum is executed simultaneously with and constitutes a part of the Standard Form of Agreement between Owner and Construction Manager, AIA Document A133 (2019 Edition) dated September 10, 2024, hereinafter referred to as the “Agreement”, by and between **INDEPENDENT SCHOOL DISTRICT NO. 16 OF PAYNE COUNTY, OKLAHOMA, a/k/a STILLWATER PUBLIC SCHOOLS** (“Owner”) and **LAMBERT CONSTRUCTION COMPANY**. (“Construction Manager”).

A. This Addendum modifies the above-referenced Agreement. Some modifications are not a complete substitution for the corresponding paragraph in the Agreement. In such instances, this Addendum and the Agreement must be read together to obtain the full intent of the parties. To the extent that there is a conflict, or that this Addendum alters requirements or obligations contained in the Agreement, the Addendum will control.

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

1.2 Substituted. The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change during the development of the Guaranteed Maximum Price.

3.1.11.2 Substituted. The Construction Manager shall develop bidders' interest in the Project. Trade Contractors and Suppliers shall be selected and contracts let in strict accordance with the provisions of the Public Competitive Bidding Act of 1974, Okla. Stat. tit. 61, §§ 101, *et seq.* (the “PCBA”) and the Public Construction Management for Political Subdivisions Act, OKLA. STAT. tit. 61, §§ 215-217 (the “CM Act”). The Construction Manager represents and warrants to the Owner that: (1) the Construction Manager is recognized as a qualified construction manager by the Oklahoma Office of Management and Enterprise Services; (2) the Construction Manager has sufficient experience with the requirements of the PCBA and the CM Act to effectively and efficiently supervise the Project; (3) the Construction Manager will review all proposed contract documents, bidding materials, including bid notices, and bids received from potential Trade Contractors for compliance with the PCBA and CM Act; and (4) the Construction Manager will verify that all Work performed under the Contract Documents is performed in accordance with the provisions of the PCBA and CM Act. The Construction Manager may elect to self-perform portions of the Work provided that the Construction Manager competitively bids the Work under the same terms and conditions as other bidders and the Construction Manager is the lowest responsible bidder for that construction contract. Where applicable, all bids shall be made and received in accordance with the provisions of the PCBA and CM Act.

3.1.11.3 Deleted. This provision is deleted.

3.2.1 Substituted. After the award of the Trade Contracts by the Owner, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of all Trade Contracts, including contingencies and allowances described in Section 3.2.4, the General Conditions and the Construction Manager's fee.

3.2.2 Deleted. This provision is deleted.

3.2.4 Substituted. In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager may include a contingency reasonable in amount and approved by the Owner to account for unexpected costs which are considered a reimbursable and a part of the Cost of the Work but not included in the General Conditions. Any new Work or change in the scope of Work within any Trade Contract will be the subject of an approved Change Order.

3.2.6 Modified. Add the following provision: Upon acceptance of the Guaranteed Maximum Price proposal, the parties will execute an Amendment to this Agreement establishing the Guaranteed Maximum Price and the date for Substantial Completion of the Work. The Construction Manager shall then execute the Trade Contracts and issue a Notice to Proceed in accordance with the provisions of the CM Act.

3.2.9 Deleted. This provision is deleted.

3.3.1.2 Substituted. The Construction Phase shall commence upon the execution of a Guaranteed Maximum Price amendment by Owner and Construction Manager, and the Owner's issuance of a Notice to Proceed.

3.3.3 New. Supervision. Construction Manager shall provide a competent superintendent for the Project, approved by Owner, who shall serve at the Project site as the Construction Manager's designated representative responsible for layout, direction, coordination and sequencing of the Work, and all other required activities, for the duration of the Project (the "Project Manager"). The Construction Manager's Project Manager shall not be replaced except (i) due to his or her termination from Construction Manager's employment, or (ii) if Owner requests a replacement due to performance issues or to resolve incompatible working relationships. No new Project Manager shall be designated by the Construction Manager without the prior approval of the Owner.

4.1.2 Deleted. This provision is deleted.

4.2 Modified. Add the following: "The Owner's representative does not have the authority to approve Changes Orders or amend this Agreement. Such authority is reserved to the Owner's Board of Education."

5.2.2 Substituted. Interest shall accrue on amounts unpaid thirty (30) days after the due date at three-fourths (3/4) percent per month pursuant to the provisions of Section 113.3 of the PCBA.

6.1.1.1 New. The Construction Manager's certification for payment shall constitute a representation to the Owner, based upon the Construction Manager's review of the Work and onsite visits that, to the best of the Construction Manager's knowledge, information and reasonable belief, the Work has progressed to the point indicated and that the Work has been performed in a good and workmanlike manner in accordance with the Construction Documents and applicable laws and regulations. The foregoing representations are subject to minor deviations from the Contract Documents correctable prior to substantial completion and to specific qualifications expressed by the Construction Manager upon submission of the Certificate for Payment. The issuance of the Certificate for Payment shall further constitute a representation by the Construction Manager that the Contractor is entitled to payment in the amount certified.

7.1.1 Substituted. The term "Cost of the Work" shall mean the total of the final Contract Sums of all of the Trade Contracts, plus the General Conditions and all reimbursable expenses relating to the Construction Phase of the Project. The term "Cost of the Work" does not include the compensation of the Architect, the Architect's or Owner's consultants, the Construction Manager or the Construction Manager's consultants. The Cost of the Work shall include only those reimbursable expenses set forth in this Article 7 and not included in the General Conditions. At the time the Guaranteed Maximum Price is established, an amount for Project requirements and General Conditions, as agreed to by the Owner and Construction Manager, will be determined, together with the date for Substantial Completion of the Work, and will be set forth in Amendment No. 1. This sum for General Conditions will be billed and paid in equal monthly installments commencing with the calendar month next following the date of commencement of construction of the Project and concluding on the date established in Amendment No. 1 for Substantial Completion of the Work. Payments will be prorated for part of the calendar month at the commencement of construction and the calendar month during which Substantial Completion is to occur.

7.2 Substituted. LABOR COSTS. Wages of construction workers directly employed by the Construction Manager to perform any portion of the Work at the site, unless such work is included within bid packages competitively bid by the Construction Manager to be self-performed, and salaries of the Construction Manager's supervisory personnel whether or not stationed at the site and included as a part of the amount agreed to for General Conditions.

7.3 Substituted. TRADE CONTRACT AND SUBCONTRACT COSTS. Payments made by the Construction Manager to Trade Contractors or Subcontractors in accordance with the requirements of the Trade Contracts and Subcontracts and payments due to the Construction Manager for any self-performed portions of the Work.

7.6.1.1 Deleted. This provision is deleted.

7.6.1.2 Deleted. This provision is deleted.

7.6.2 Deleted. This provision is deleted.

7.6.9 Deleted. This provision is deleted.

7.6.10 Deleted. This provision is deleted.

7.7.3 Modified. Delete the phrase "or nonconforming".

7.7.4 Deleted. This provision is deleted.

7.9.10 New. Add the following provision: "Transportation expenses incurred for travel to and within the City of Stillwater, Oklahoma."

Article 9 Deleted. Article 9, Subcontracts and Other Agreements, is deleted in its entirety.

11.1.4 Substituted. Contractor shall provide written monthly reports with each Application for Payment. Monthly reports must include a summary of the progress of the Work, a detailed, updated, current Project schedule, a log containing a record of weather and any requests for an extension of the time for Substantial Completion based upon weather delays. These monthly reports are considered an integral part of each Application for Payment. No Application for Payment shall be considered received by Owner without inclusion of the monthly report.

11.2.4 Deleted. This provision is deleted.

11.3 Modified. Interest shall accrue on amounts unpaid thirty (30) days after the due date at three-fourths (3/4) percent per month pursuant to the provisions of Section 113.3 of the PCBA.

13.2.3 Deleted. This provision is deleted.

14.3.2.1 Deleted. This provision is deleted.

14.5.1 New. The Construction Manager shall not be required to furnish performance or defects bonds covering performance of the Contract except as required by the Act or as permitted by the Construction Management for Political Subdivisions Act and agreed by the Owner and Construction Manager. The Construction Manager shall furnish a payment or fidelity bond covering payment of Contractors, Subcontractors and other obligations arising under the Contract. The Construction Manager shall ensure that all bonds required by the Act from contractors be issued as dual oblige bonds in favor of the Owner and the Construction Manager.

15.2.7 Add. Amendment to AIA Document A133 of even date.

**INDEPENDENT SCHOOL DISTRICT NO.
16 OF PAYNE COUNTY, OKLAHOMA**

LAMBERT CONSTRUCTION COMPANY

By _____
President, Board of Education

By  _____
Mark Lambert, President

"Owner"

"Construction Manager"

SECTION 00 0702 – SUPPLEMENTARY CONDITIONS

The following supplements modify the “General Conditions of the Contract for Construction,” AIA Document A201-2017. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

Add the following sentence to the end of Subparagraph 1.1.1:

- 1.1.1 The Contract Documents executed or identified in accordance with Subparagraph 1.1.5 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.

Add the following Paragraph 1.9 to Article 1:

- 1.9 Representatives of the Owner, Contractor and Architect shall meet periodically at mutually agreed-upon intervals for the purpose of establishing procedures to facilitate cooperation, communication and timely responses among the participants. By participating in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationships which may otherwise exist.

ARTICLE 2 OWNER

2.2 INFORMATION AND SERVICE REQUIRED OF THE OWNER

Replace 2.3.6 with the following paragraph:

- 2.3.6 The Contractor will be furnished with a digital copy of the Drawings and Project Manual, including any Addenda, for purposes of reproduction and distribution to subcontractors and suppliers. There is no intent by the Owner or Architect to provide paper copies of documents for the Contractor’s use.

ARTICLE 3 CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Add the following Subparagraph 3.2.5 to Paragraph 3.2:

- 3.2.5 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for the Architect to evaluate and respond to the Contractor’s requests for interpretation, where such information was available to the Contractor from a careful study and comparison to the Contract Documents, field conditions, other owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

3.4 LABOR AND MATERIALS

Delete Subparagraph 3.4.2 and substitute the following:

- 3.4.2 After the Contract has been executed, the Owner and Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the Substitution Procedures section (Division 01 of the Project Manual). By making requests for substitutions, the Contractor:
- .1 represents that the Contractor has personally investigated the proposed substitute product and determined that is equal or superior in all respects to that specified;
 - .2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;

- .3 certifies that the cost data presented is complete and includes all related costs under this contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- .4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

Add the following Subparagraph 3.4.4 to Paragraph 3.4:

3.4.4 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect to evaluate the Contractor's proposed substitutions and to make agreed upon changes in the Drawings and Specifications made necessary by the Owner's acceptance of such substitutions.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Add Subparagraph 3.12.11 to Paragraph 3.12:

3.12.11 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and one (1) re-submittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional re-submittals.

ARTICLE 4 ARCHITECT

4.2 ADMINISTRATION OF THE CONTRACT

Add Clause 4.2.2.1 to Subparagraph 4.2.2:

4.2.2.1 The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect or request of the Contractor.

ARTICLE 5 SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

Replace the first sentence in Subparagraph 5.2.1 with the following:

5.2.1 Not later than 7 days after the date of the commencement of the Work, the Contractor shall furnish in writing to the Owner through the Architect the names or persons or entities proposed as manufacturers, fabricators or material suppliers for the products, equipment and systems identified in the Project Management and Coordination section (Division 01 of the Project Manual) and, where applicable, the name of the installing Subcontractor.

ARTICLE 7 CHANGES IN THE WORK

Add the following Subparagraph 7.1.4 to Paragraph 7.1:

7.1.4 The combined overhead and profit included in the total cost to the Owner of a change in the Work shall be based on the following schedule:

- .1 For Subcontractors and Sub-subcontractors, not more than 10 percent of the cost of the Work. Contractor may add no more than 5 percent to subcontractor costs for processing such changes.
- .2 For the Contractor, for Work performed by the Contractor's own forces, not more than 10 percent of the cost.
- .3 Cost to which overhead and profit is to be applied shall be determined in accordance with subparagraph 7.3.6.

ARTICLE 9 PAYMENTS AND COMPLETION

9.3 APPLICATIONS FOR PAYMENT

Add the following sentence to Subparagraph 9.3.1:

- 9.3.1 The form of Application for Payment, duly notarized, shall be a current authorized edition of AIA Document G702, Application and Certificate for Payment, supported by a current authorized edition of AIA Document G703, Continuation Sheet.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Clause 10.2.4.1 and 10.2.4.2 to Subparagraph 10.2.4:

- 10.2.4.1 When use or storage of explosives or other hazardous materials, substances or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall provide the Owner with reasonable advance notice.

- 10.2.4.2 If the Contract Documents require the Contractor to handle materials or substances that under certain circumstances may be designated as hazardous, the Contractor shall handle such materials in an appropriate manner.

ARTICLE 11 INSURANCE AND BONDS

11.1 CONTRACTOR'S INSURANCE AND BONDS

Add the following Clause to Subparagraph 11.1.1:

- 11.1.1.1 The limits for Commercial General Liability insurance including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground Hazards) shall be as follows:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Product-Complete Operations Aggregate

- .1 The policy shall be endorsed to have the General Aggregate apply to this Project only.
- .2 The Contractual Liability insurance shall include coverage sufficient to meet the obligations in AIA Document A201-2017 under Paragraph 3.18.
- .3 Products and Complete Operations insurance shall be maintained for a minimum period of at least two years after either 90 days following Substantial Completion or final payment, whichever is earlier.

- 11.1.1.2 Automobile Liability insurance (owned, non-owned and hired vehicles) for bodily injury and property damage shall be as follows:

\$1,000,000 Each Accident

- 11.1.1.3 Umbrella or Excess Liability coverage shall be as specified by Owner.

- 11.1.1.4 If this insurance is written on a Commercial General Liability policy form, the certificates shall be ACORD for 25-S, completed and supplemented in accordance with AIA Document G715, Instruction Sheet and Supplemental Attachment for ACORD Certificate of Insurance 25-S. Unless otherwise provided, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located,

property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

11.1.1.5 The Contractor shall at the Contractor's own expense provide insurance coverage for materials stored off the site after written approval of the Owner at the value established in the approval, and also for portions or the Work in transit until such materials are permanently attached to the Work. Proof of insurance shall be provided with the request for payment for stored materials.

11.1.1.6 The insurance required by Paragraph 11.1.1 is not intended to cover machinery tools or equipment owned or rented by the Contractor that are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment, which shall be subject to the provisions or Subparagraph 11.3.7.

Replace Subparagraph 11.1.2 with the following:

11.1.2 The Contractor shall furnish bonds covering faithful performance of the contract and payment of obligations arising thereunder. The Contractor shall also furnish a Maintenance and Defect Bond covering faithful performance of warranty obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to the one hundred percent (100%) of the Contract Sum. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

Replace Subparagraph 11.1.3 with the following:

11.1.3 The Contractor shall deliver the required bonds to the Owner not later than three days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.2 CORRECTION OF WORK

Add the following Clause 12.2.2.4 to Subparagraph 12.2.2:

12.2.2.4 Upon request by the Owner and prior to the expiration of one year from the date of Substantial Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

13.1 Delete of the portion of the paragraph that reads ", excluding that jurisdiction's choice of law rules."

ARTICLE 15 CLAIMS AND DISPUTES

15.1.6 CLAIMS FOR ADDITIONAL TIME

Add the following Clauses 15.1.6.1.1 and 15.1.6.1.2 to Subparagraph 15.1.6.1:

15.1.6.1.1 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

15.1.6.1.2 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

15.1.7 WAIVER OF CLAIMS FOR CONSEQUENTIAL DAMAGES

15.1.7.2 Delete the portion of the paragraph that reads “, except anticipated profit arising directly from the Work.”

Add the following Clause to Subparagraph 15.1.7:

15.1.7.3 If, before expiration of 30 days from the date of execution for this Agreement, the Owner obtains by separate agreement and furnishes to the Contractor a similar mutual waiver of all claims from the Architect against the Contractor for consequential damages which the Architect may incur as a result of any act or omission of the Owner or Contractor, then the waiver of consequential damages by the Owner and Contractor contained in this Subparagraph 15.1.7 shall be applicable to claims by the Contractor against the Architect.

END OF DOCUMENT 00 0702



STILLWATER PUBLIC SCHOOLS
STILLWATER BOARD OF EDUCATION

PREPARED BY: Bo Gamble, Assistant Superintendent of Operations
APPROVED BY: Uwe Gordon, Superintendent
DATE: September 10, 2024

AGENDA ITEM:

Consider and Vote to Approve a Construction Management Services Contract with Lambert Construction Company for the Stillwater Public Schools Stillwater High School City Gym Renovation Project.

BOARD ACTION REQUESTED:

Vote to Approve Construction Management Services Contract with Lambert Construction Company for the Stillwater Public Schools Stillwater High School City Gym Renovation Project.

BACKGROUND INFORMATION:

A master contract for construction management services with Lambert Construction Company is attached. This contract details all responsibilities and fee structures for the Stillwater Public Schools Stillwater High School City Gym Renovation Project.



AIA® Document A133® – 2019

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

AGREEMENT made as of the tenth day of September in the year two-thousand and twenty-four

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

Independent School District No. 16 of Payne County, Oklahoma
314 South Lewis Street
Stillwater, Oklahoma 74074

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

Lambert Construction Company
2508 E. 6th Avenue
Stillwater, Oklahoma 74074

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

SPS Girls Wrestling Room (High School)
1224 N Husband Street
Stillwater, Oklahoma 74075

An interior renovation to the north end of the SPS City Gym building to be utilized by the SHS Wrestling Program as a training room.

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

None

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™–2017, 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.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 GENERAL PROVISIONS
- 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 7 COST OF THE WORK FOR CONSTRUCTION PHASE
- 8 DISCOUNTS, REBATES, AND REFUNDS
- 9 SUBCONTRACTS AND OTHER AGREEMENTS
- 10 ACCOUNTING RECORDS
- 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 12 DISPUTE RESOLUTION
- 13 TERMINATION OR SUSPENSION
- 14 MISCELLANEOUS PROVISIONS
- 15 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

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

The Work shall consist of an interior renovation to the north end of the SPS City Gym building to be utilized by the SHS Wrestling Program as a training room. Work to include demolition of existing ceiling grid, installation of blocking for wall pads, painting, and new LED lighting per SPS District Standards.

§ 1.1.2 The Project's physical characteristics:

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

Work to include demolition of existing ceiling grid, installation of blocking for wall pads, painting, and new LED lighting per SPS District Standards.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

Per Exhibit D.

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

.1 Design phase milestone dates, if any:

Completed

.2 Construction commencement date:

September 30, 2024

.3 Substantial Completion date or dates:

October 31, 2024

.4 Other milestone dates:

None.

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

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

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

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Assistant Superintendent of Operations
Stillwater Public Schools
314 South Lewis Avenue
Stillwater, Oklahoma 74074

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

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

- .1 Geotechnical Engineer:
- .2 Civil Engineer:
- .3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

None

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Mark Lambert
President
Lambert Construction Company

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

None

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

Per State Statutes

§ 1.1.15 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 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 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 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. 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. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

Init.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. 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.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. 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.

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

§ 3.1.3 Consultation

§ 3.1.3.1 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.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; 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. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 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 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 in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

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

§ 3.1.6 Cost Estimates

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

§ 3.1.6.2 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, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action. In the event the Guaranteed Maximum Price exceeds the final estimate of the Cost of the Work, the Architect shall be entitled to Additional Services to make revisions to the Drawings, Specifications, or other documents as necessary to comply with the Owner's budget. The Construction Manager shall bear the cost of the Architect's Additional Services including, without limitation, all additional costs and expenses for revisions or modifications required of or other services rendered by the Architect arising from or due to inaccuracies, errors or incompleteness of the Cost of Work estimates provided by the Construction Manager, all of which shall be the sole responsibility of the Construction Manager and shall not be borne by the Owner. After the final estimates, the Construction Manager shall have the opportunity to adjust estimate with each design or scope change made. Any cost for additional services must be approved by the Construction Manager in writing prior to the revisions causing extra cost to the Construction Manager.

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

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.



§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

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

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

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

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered 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.

§ 3.1.13 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.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development by the Architect, the Construction Manager, subject to the written approval by the Owner, 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 changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 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 3.2.2;

- .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, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; 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.

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

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or 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.

§ 3.2.6 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.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 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.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201-2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 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 of the meetings to the Owner and Architect.

§ 3.3.2.2 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 a submittal schedule in accordance with Section 3.10 of A201-2017.

§ 3.3.2.3 Monthly Report

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.

§ 3.3.2.4 Daily Logs

The Construction Manager shall 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.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress 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 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 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.

§ 4.1.2 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. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 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 Article 7, (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.

§ 4.1.4 **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.

§ 4.1.4.1 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.

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

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

§ 4.1.5 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.

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

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, 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 A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **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.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B101™-2017, Standard Form of Agreement Between Owner and Architect. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Per Exhibit D.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

NA

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within three (3) 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.

§ 5.2 Payments

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

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

All payments per State Statutes

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 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.)

Per Exhibit D.

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

The Construction Manager's fee shall be adjusted by adding or deducting the Construction Manager's fee to the net effect of all Change Orders. This adjustment shall be made to the final Application for Payment.

§ 6.1.4 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 = 15% Total

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

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

NA

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 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 Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.2 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 Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 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 6.1.3 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 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries 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.

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

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, 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.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining 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 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

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

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

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

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 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.

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

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, 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.

§ 7.5.2 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 the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

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

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

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

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

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

§ 7.6.3 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.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, 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, unless the Construction Manager had reason

to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

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

§ 7.6.9 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.

§ 7.6.10 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, with the Owner's prior approval.

§ 7.6.11 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.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 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 Article 10 of AIA Document A201–2017.

§ 7.7.3 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 the negligence of, or failure to fulfill a specific responsibility by, 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.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 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 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 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 in writing, 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 Article 9. If the Owner fails to authorize the transaction in writing, 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 Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 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 7.2, or as may be provided in Article 14;
- .2 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, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, 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;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. 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 obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 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 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, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (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 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 of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 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 Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 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, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, 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 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 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.

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

As per State Statues

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

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 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 payments 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, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 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: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 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 and for which the Construction Manager has made payment or intends to make 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.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 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 most recent schedule of values;
- .2 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 completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, less retainage of five percent (5%), computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 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 included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion. Retainage per State Statutes

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation;
- .6 Retainage withheld pursuant to Section 11.1.8; and
- .7 Retainage of five percent (5%) from that portion of the Work that the Construction Manager self-performs. Retainage shall be per State Statutes

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Retainage per State Statutes

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Preconstruction Fee, Permit Fees, Insurance and Bonds

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Retainage per State Statutes

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for

Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

Retainage per State Statutes

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

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

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

§ 11.1.12 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 such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) 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.

§ 11.2 Final Payment

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

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will 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 Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is 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 Article 15 of AIA Document A201–2017. A request for mediation 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 request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors 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.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Per State Statutes

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for 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.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

(Paragraph deleted)

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. 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 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 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.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Article 15 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

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

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in

accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 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 Article 14 of A201-2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work 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 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 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 13.1.4:

- .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 6.1 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.

§ 13.1.6 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 that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. 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 13, 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.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify 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.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201-2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201-2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201-2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .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 6.1 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;
- .3 Subtract the aggregate of previous payments made by the Owner; and

- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 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 that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. 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 13, 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.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than (\$ 1,000,000.00) for each occurrence and (\$2,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than (\$1,000,000.00) each accident (\$1,000,000.00) each employee, and (\$) policy limit.

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

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Personal & Advertising Injury	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products-Completed Operations Aggregate	\$2,000,000.00
Builders' Risk	TBD based on Project details

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

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

Sales Tax Exemption. Oklahoma Statutes exempts sales taxes on the sale of "tangible personal property or services." Owner will provide a tax-exempt certificate for the use of the Contractor and Subcontractors to purchase materials for the Work.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 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.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction

(Paragraphs deleted)

- .6 Other Exhibits:
(Check all boxes that apply.)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 0702	Supplementary Conditions	08.28.2024	5
Exhibit C	Addendum to Standard Form of Agreement between Owner and Construction Manager (AIA Document A133-2019)	March 26, 2024	5
Exhibit D	Lambert Construction Schedule of Values	August 27, 2024	1

- .7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER (Signature)

Dr. Marshall Baker, SPS Board President
(Printed name and title)



CONSTRUCTION MANAGER (Signature)

Mark Lambert, President
(Printed name and title)

AIA[®] Document A201[®] – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

SPS Girls Wrestling Room (High School)
1224 N Husband Street
Stillwater, Oklahoma 74075

THE OWNER:

(Name, legal status and address)

Independent School District No. 16 of Payne County, Oklahoma
314 South Lewis Street
Stillwater, Oklahoma 74074

THE ARCHITECT:

(Name, legal status and address)

None

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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.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503[™], Guide for Supplementary Conditions.

Init.

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User Notes:

(1983014510)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

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G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 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 Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 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 Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

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- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

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The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

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

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

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.



**ADDENDUM TO STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER
(AIA DOCUMENT A133 – 2019)**

This Addendum is executed simultaneously with and constitutes a part of the Standard Form of Agreement between Owner and Construction Manager, AIA Document A133 (2019 Edition) dated September 10, 2024, hereinafter referred to as the “Agreement”, by and between **INDEPENDENT SCHOOL DISTRICT NO. 16 OF PAYNE COUNTY, OKLAHOMA, a/k/a STILLWATER PUBLIC SCHOOLS** (“Owner”) and **LAMBERT CONSTRUCTION COMPANY**. (“Construction Manager”).

A. This Addendum modifies the above-referenced Agreement. Some modifications are not a complete substitution for the corresponding paragraph in the Agreement. In such instances, this Addendum and the Agreement must be read together to obtain the full intent of the parties. To the extent that there is a conflict, or that this Addendum alters requirements or obligations contained in the Agreement, the Addendum will control.

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

1.2 Substituted. The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change during the development of the Guaranteed Maximum Price.

3.1.11.2 Substituted. The Construction Manager shall develop bidders' interest in the Project. Trade Contractors and Suppliers shall be selected and contracts let in strict accordance with the provisions of the Public Competitive Bidding Act of 1974, Okla. Stat. tit. 61, §§ 101, et seq. (the “PCBA”) and the Public Construction Management for Political Subdivisions Act, OKLA. STAT. tit. 61, §§ 215-217 (the “CM Act”). The Construction Manager represents and warrants to the Owner that: (1) the Construction Manager is recognized as a qualified construction manager by the Oklahoma Office of Management and Enterprise Services; (2) the Construction Manager has sufficient experience with the requirements of the PCBA and the CM Act to effectively and efficiently supervise the Project; (3) the Construction Manager will review all proposed contract documents, bidding materials, including bid notices, and bids received from potential Trade Contractors for compliance with the PCBA and CM Act; and (4) the Construction Manager will verify that all Work performed under the Contract Documents is performed in accordance with the provisions of the PCBA and CM Act. The Construction Manager may elect to self-perform portions of the Work provided that the Construction Manager competitively bids the Work under the same terms and conditions as other bidders and the Construction Manager is the lowest responsible bidder for that construction contract. Where applicable, all bids shall be made and received in accordance with the provisions of the PCBA and CM Act.

3.1.11.3 Deleted. This provision is deleted.

3.2.1 Substituted. After the award of the Trade Contracts by the Owner, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of all Trade Contracts, including contingencies and allowances described in Section 3.2.4, the General Conditions and the Construction Manager's fee.

3.2.2 Deleted. This provision is deleted.

3.2.4 Substituted. In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager may include a contingency reasonable in amount and approved by the Owner to account for unexpected costs which are considered a reimbursable and a part of the Cost of the Work but not included in the General Conditions. Any new Work or change in the scope of Work within any Trade Contract will be the subject of an approved Change Order.

3.2.6 Modified. Add the following provision: Upon acceptance of the Guaranteed Maximum Price proposal, the parties will execute an Amendment to this Agreement establishing the Guaranteed Maximum Price and the date for Substantial Completion of the Work. The Construction Manager shall then execute the Trade Contracts and issue a Notice to Proceed in accordance with the provisions of the CM Act.

3.2.9 Deleted. This provision is deleted.

3.3.1.2 Substituted. The Construction Phase shall commence upon the execution of a Guaranteed Maximum Price amendment by Owner and Construction Manager, and the Owner's issuance of a Notice to Proceed.

3.3.3 New. Supervision. Construction Manager shall provide a competent superintendent for the Project, approved by Owner, who shall serve at the Project site as the Construction Manager's designated representative responsible for layout, direction, coordination and sequencing of the Work, and all other required activities, for the duration of the Project (the "Project Manager"). The Construction Manager's Project Manager shall not be replaced except (i) due to his or her termination from Construction Manager's employment, or (ii) if Owner requests a replacement due to performance issues or to resolve incompatible working relationships. No new Project Manager shall be designated by the Construction Manager without the prior approval of the Owner.

4.1.2 Deleted. This provision is deleted.

4.2 Modified. Add the following: "The Owner's representative does not have the authority to approve Changes Orders or amend this Agreement. Such authority is reserved to the Owner's Board of Education."

5.2.2 Substituted. Interest shall accrue on amounts unpaid thirty (30) days after the due date at three-fourths (3/4) percent per month pursuant to the provisions of Section 113.3 of the PCBA.

6.1.1.1 New. The Construction Manager's certification for payment shall constitute a representation to the Owner, based upon the Construction Manager's review of the Work and onsite visits that, to the best of the Construction Manager's knowledge, information and reasonable belief, the Work has progressed to the point indicated and that the Work has been performed in a good and workmanlike manner in accordance with the Construction Documents and applicable laws and regulations. The foregoing representations are subject to minor deviations from the Contract Documents correctable prior to substantial completion and to specific qualifications expressed by the Construction Manager upon submission of the Certificate for Payment. The issuance of the Certificate for Payment shall further constitute a representation by the Construction Manager that the Contractor is entitled to payment in the amount certified.

7.1.1 Substituted. The term "Cost of the Work" shall mean the total of the final Contract Sums of all of the Trade Contracts, plus the General Conditions and all reimbursable expenses relating to the Construction Phase of the Project. The term "Cost of the Work" does not include the compensation of the Architect, the Architect's or Owner's consultants, the Construction Manager or the Construction Manager's consultants. The Cost of the Work shall include only those reimbursable expenses set forth in this Article 7 and not included in the General Conditions. At the time the Guaranteed Maximum Price is established, an amount for Project requirements and General Conditions, as agreed to by the Owner and Construction Manager, will be determined, together with the date for Substantial Completion of the Work, and will be set forth in Amendment No. 1. This sum for General Conditions will be billed and paid in equal monthly installments commencing with the calendar month next following the date of commencement of construction of the Project and concluding on the date established in Amendment No. 1 for Substantial Completion of the Work. Payments will be prorated for part of the calendar month at the commencement of construction and the calendar month during which Substantial Completion is to occur.

7.2 Substituted. LABOR COSTS. Wages of construction workers directly employed by the Construction Manager to perform any portion of the Work at the site, unless such work is included within bid packages competitively bid by the Construction Manager to be self-performed, and salaries of the Construction Manager's supervisory personnel whether or not stationed at the site and included as a part of the amount agreed to for General Conditions.

7.3 Substituted. TRADE CONTRACT AND SUBCONTRACT COSTS. Payments made by the Construction Manager to Trade Contractors or Subcontractors in accordance with the requirements of the Trade Contracts and Subcontracts and payments due to the Construction Manager for any self-performed portions of the Work.

7.6.1.1 Deleted. This provision is deleted.

7.6.1.2 Deleted. This provision is deleted.

7.6.2 Deleted. This provision is deleted.

7.6.9 Deleted. This provision is deleted.

7.6.10 Deleted. This provision is deleted.

7.7.3 Modified. Delete the phrase "or nonconforming".

7.7.4 Deleted. This provision is deleted.

7.9.10 New. Add the following provision: "Transportation expenses incurred for travel to and within the City of Stillwater, Oklahoma."

Article 9 Deleted. Article 9, Subcontracts and Other Agreements, is deleted in its entirety.

11.1.4 Substituted. Contractor shall provide written monthly reports with each Application for Payment. Monthly reports must include a summary of the progress of the Work, a detailed, updated, current Project schedule, a log containing a record of weather and any requests for an extension of the time for Substantial Completion based upon weather delays. These monthly reports are considered an integral part of each Application for Payment. No Application for Payment shall be considered received by Owner without inclusion of the monthly report.

11.2.4 Deleted. This provision is deleted.

11.3 Modified. Interest shall accrue on amounts unpaid thirty (30) days after the due date at three-fourths (3/4) percent per month pursuant to the provisions of Section 113.3 of the PCBA.

13.2.3 Deleted. This provision is deleted.

14.3.2.1 Deleted. This provision is deleted.

14.5.1 New. The Construction Manager shall not be required to furnish performance or defects bonds covering performance of the Contract except as required by the Act or as permitted by the Construction Management for Political Subdivisions Act and agreed by the Owner and Construction Manager. The Construction Manager shall furnish a payment or fidelity bond covering payment of Contractors, Subcontractors and other obligations arising under the Contract. The Construction Manager shall ensure that all bonds required by the Act from contractors be issued as dual obligee bonds in favor of the Owner and the Construction Manager.

15.2.7 Add. Amendment to AIA Document A133 of even date.

**INDEPENDENT SCHOOL DISTRICT NO.
16 OF PAYNE COUNTY, OKLAHOMA**

LAMBERT CONSTRUCTION COMPANY

By _____
President, Board of Education

By  _____
Mark Lambert, President

"Owner"

"Construction Manager"

SECTION 00 0702 – SUPPLEMENTARY CONDITIONS

The following supplements modify the “General Conditions of the Contract for Construction,” AIA Document A201-2017. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

Add the following sentence to the end of Subparagraph 1.1.1:

- 1.1.1 The Contract Documents executed or identified in accordance with Subparagraph 1.1.5 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.

Add the following Paragraph 1.9 to Article 1:

- 1.9 Representatives of the Owner, Contractor and Architect shall meet periodically at mutually agreed-upon intervals for the purpose of establishing procedures to facilitate cooperation, communication and timely responses among the participants. By participating in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationships which may otherwise exist.

ARTICLE 2 OWNER

2.2 INFORMATION AND SERVICE REQUIRED OF THE OWNER

Replace 2.3.6 with the following paragraph:

- 2.3.6 The Contractor will be furnished with a digital copy of the Drawings and Project Manual, including any Addenda, for purposes of reproduction and distribution to subcontractors and suppliers. There is no intent by the Owner or Architect to provide paper copies of documents for the Contractor's use.

ARTICLE 3 CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Add the following Subparagraph 3.2.5 to Paragraph 3.2:

- 3.2.5 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for the Architect to evaluate and respond to the Contractor's requests for interpretation, where such information was available to the Contractor from a careful study and comparison to the Contract Documents, field conditions, other owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

3.4 LABOR AND MATERIALS

Delete Subparagraph 3.4.2 and substitute the following:

- 3.4.2 After the Contract has been executed, the Owner and Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the Substitution Procedures section (Division 01 of the Project Manual). By making requests for substitutions, the Contractor:
- .1 represents that the Contractor has personally investigated the proposed substitute product and determined that is equal or superior in all respects to that specified;
 - .2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;

- .3 certifies that the cost data presented is complete and includes all related costs under this contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- .4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

Add the following Subparagraph 3.4.4 to Paragraph 3.4:

- 3.4.4 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect to evaluate the Contractor's proposed substitutions and to make agreed upon changes in the Drawings and Specifications made necessary by the Owner's acceptance of such substitutions.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Add Subparagraph 3.12.11 to Paragraph 3.12:

- 3.12.11 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and one (1) re-submittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional re-submittals.

ARTICLE 4 ARCHITECT

4.2 ADMINISTRATION OF THE CONTRACT

Add Clause 4.2.2.1 to Subparagraph 4.2.2:

- 4.2.2.1 The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect or request of the Contractor.

ARTICLE 5 SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

Replace the first sentence in Subparagraph 5.2.1 with the following:

- 5.2.1 Not later than 7 days after the date of the commencement of the Work, the Contractor shall furnish in writing to the Owner through the Architect the names or persons or entities proposed as manufacturers, fabricators or material suppliers for the products, equipment and systems identified in the Project Management and Coordination section (Division 01 of the Project Manual) and, where applicable, the name of the installing Subcontractor.

ARTICLE 7 CHANGES IN THE WORK

Add the following Subparagraph 7.1.4 to Paragraph 7.1:

- 7.1.4 The combined overhead and profit included in the total cost to the Owner of a change in the Work shall be based on the following schedule:
- .1 For Subcontractors and Sub-subcontractors, not more than 10 percent of the cost of the Work. Contractor may add no more than 5 percent to subcontractor costs for processing such changes.
 - .2 For the Contractor, for Work performed by the Contractor's own forces, not more than 10 percent of the cost.
 - .3 Cost to which overhead and profit is to be applied shall be determined in accordance with subparagraph 7.3.6.

ARTICLE 9 PAYMENTS AND COMPLETION

9.3 APPLICATIONS FOR PAYMENT

Add the following sentence to Subparagraph 9.3.1:

9.3.1 The form of Application for Payment, duly notarized, shall be a current authorized edition of AIA Document G702, Application and Certificate for Payment, supported by a current authorized edition of AIA Document G703, Continuation Sheet.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Clause 10.2.4.1 and 10.2.4.2 to Subparagraph 10.2.4:

10.2.4.1 When use or storage of explosives or other hazardous materials, substances or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall provide the Owner with reasonable advance notice.

10.2.4.2 If the Contract Documents require the Contractor to handle materials or substances that under certain circumstances may be designated as hazardous, the Contractor shall handle such materials in an appropriate manner.

ARTICLE 11 INSURANCE AND BONDS

11.1 CONTRACTOR'S INSURANCE AND BONDS

Add the following Clause to Subparagraph 11.1.1:

11.1.1.1 The limits for Commercial General Liability insurance including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground Hazards) shall be as follows:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Product-Complete Operations Aggregate

- .1 The policy shall be endorsed to have the General Aggregate apply to this Project only.
- .2 The Contractual Liability insurance shall include coverage sufficient to meet the obligations in AIA Document A201-2017 under Paragraph 3.18.
- .3 Products and Complete Operations insurance shall be maintained for a minimum period of at least two years after either 90 days following Substantial Completion or final payment, whichever is earlier.

11.1.1.2 Automobile Liability insurance (owned, non-owned and hired vehicles) for bodily injury and property damage shall be as follows:

\$1,000,000 Each Accident

11.1.1.3 Umbrella or Excess Liability coverage shall be as specified by Owner.

11.1.1.4 If this insurance is written on a Commercial General Liability policy form, the certificates shall be ACORD for 25-S, completed and supplemented in accordance with AIA Document G715, Instruction Sheet and Supplemental Attachment for ACORD Certificate of Insurance 25-S. Unless otherwise provided, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located,

property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

- 11.1.1.5 The Contractor shall at the Contractor's own expense provide insurance coverage for materials stored off the site after written approval of the Owner at the value established in the approval, and also for portions or the Work in transit until such materials are permanently attached to the Work. Proof of insurance shall be provided with the request for payment for stored materials.
- 11.1.1.6 The insurance required by Paragraph 11.1.1 is not intended to cover machinery tools or equipment owned or rented by the Contractor that are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment, which shall be subject to the provisions or Subparagraph 11.3.7.

Replace Subparagraph 11.1.2 with the following:

- 11.1.2 The Contractor shall furnish bonds covering faithful performance of the contract and payment of obligations arising thereunder. The Contractor shall also furnish a Maintenance and Defect Bond covering faithful performance of warranty obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to the one hundred percent (100%) of the Contract Sum. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

Replace Subparagraph 11.1.3 with the following:

- 11.1.3 The Contractor shall deliver the required bonds to the Owner not later than three days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.2 CORRECTION OF WORK

Add the following Clause 12.2.2.4 to Subparagraph 12.2.2:

- 12.2.2.4 Upon request by the Owner and prior to the expiration of one year from the date of Substantial Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

- 13.1 Delete of the portion of the paragraph that reads " , excluding that jurisdiction's choice of law rules."

ARTICLE 15 CLAIMS AND DISPUTES

15.1.6 CLAIMS FOR ADDITIONAL TIME

Add the following Clauses 15.1.6.1.1 and 15.1.6.1.2 to Subparagraph 15.1.6.1:

15.1.6.1.1 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

15.1.6.1.2 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays dues to the fault of the Contractor.

15.1.7 WAIVER OF CLAIMS FOR CONSEQUENTIAL DAMAGES

15.1.7.2 Delete the portion of the paragraph that reads “, except anticipated profit arising directly from the Work.”

Add the following Clause to Subparagraph 15.1.7:

15.1.7.3 If, before expiration of 30 days from the date of execution for this Agreement, the Owner obtains by separate agreement and furnishes to the Contractor a similar mutual waiver of all claims from the Architect against the Contractor for consequential damages which the Architect may incur as a result of any act or omission of the Owner or Contractor, then the waiver of consequential damages by the Owner and Contractor contained in this Subparagraph 15.1.7 shall be applicable to claims by the Contractor against the Architect.

END OF DOCUMENT 00 0702



STILLWATER PUBLIC SCHOOLS
STILLWATER BOARD OF EDUCATION

PREPARED BY: Bo Gamble, Assistant Superintendent of Operations
APPROVED BY: Uwe Gordon, Superintendent
DATE: September 10, 2024

AGENDA ITEM: 4AA

Consider and Vote to Approve Willowbrook, Inc. use of Owner Contingency and Allowances for the SPS Bond 2023 HS Phase I Construction Project

BOARD ACTION REQUESTED:

Vote to Approve Willowbrook, Inc. use of Owner Contingency and Allowances for the SPS Bond 2023 HS Phase I Construction Project

BACKGROUND INFORMATION:

The attached report lists the requested use of owner contingency and allowances by Willowbrook, Inc. for the required cell tower access road on the SPS Bond 2023 HS Phase I Construction Project.

The requests made in this agenda item do not impact the GMP.



Owner Contingency Modification

0309b. - Stillwater New High School

Title: PR 04 Cell Tower Access Road

Owner Contingency Modification : # 4

Date: 08/27/2024 **Date Required:**

Description of Work: "The below work is included in PCO #4:

1. Provide 18" ODOT Type A over geotextile fabric access road for cell tower as outlined in PR 04 per city review comments."

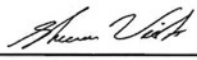
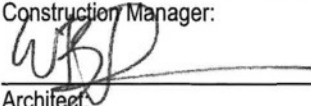
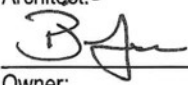
The below items will increase or decrease the contract scheduled value by the amounts listed below. Time in days indicates additional time required to project completion due to the changes referenced.

Item	Units	UM	Unit Price	Item Total	Bonds & Ins	Fee	Total	Time (In days)
1 : PR 04 Cell Tower Access Road	0.00	LS	0.00	- 26,400.0	0.0	0.00	- 26,400.00	
2 : Turning Point	0.00	LS	0.00	26,400.0	0.0	0.00	26,400.00	

Total Change Amount: 0.00

Notes: This Modification may add scope beyond the original contract documents. If the funds committed by this modification are needed for legitimate construction related items the contingency fund will be replenished in the amount of this modification by the owner.

Approved By:

	8/28/2024
Construction Manager:	Date:
	09/03/2024
Architect:	Date:
	9-3-24
Owner:	Date:

Shawn Vick

From: turningpoint.merritt@gmail.com
Sent: Thursday, August 1, 2024 9:58 AM
To: Shawn Vick
Cc: Angelo Bradford; Trevor Yarborough; D Merritt
Subject: RE: Stillwater HS PR 04 ICC500 & City of Stillwater Peer Review Comments

Follow Up Flag: Follow up
Flag Status: Completed

The cost impact for Revision #4 – Adding 18” of ODOT Type A over geotextile fabric (Mirafi 160N (6OZ) per revised sheet
C902 is **\$26,400.00**.

Cost Break Out:

Materials - \$20,400.00
Equipment and Labor- \$6,000.00



turningPOiNT

Dustin Merritt
turningpoint.merritt@gmail.com
Cell: (405)861-3434
Office: (405) 579-7663
Fax: (405) 579-1693
PO Box 1805, Blanchard OK 73010

From: Shawn Vick <shawn.vick@willowbrook.build>
Sent: Tuesday, July 30, 2024 2:46 PM
To: turningpoint.merritt@gmail.com
Cc: Angelo Bradford <angelo.bradford@willowbrook.build>; Trevor Yarborough <trevor.yarborough@willowbrook.build>
Subject: RE: Stillwater HS PR 04 ICC500 & City of Stillwater Peer Review Comments

Dustin,

Will you please send me a material and labor break out for this?



State & Local Government
Lease Agreement

APPLICATION NO.
3098366

AGREEMENT NO.

EQUIPMENT FINANCE

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

CUSTOMER INFORMATION

Form with fields for FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, FAX, BILLING NAME, BILLING STREET ADDRESS, CITY, STATE, ZIP, E-MAIL, and EQUIPMENT LOCATION.

SUPPLIER INFORMATION

Form with fields for FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, and FAX.

EQUIPMENT DESCRIPTION

Form with fields for MAKE/MODEL/ACCESSORIES and SERIAL NO.

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.
[] See attached Schedule A

TERM AND PAYMENT INFORMATION

60 Payments* of \$ 5005.50 If you are exempt from sales tax, attach your certificate. *plus applicable taxes
The payment ("Payment") period is monthly unless otherwise indicated.

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default, non-appropriation or nonrenewal under this Agreement, as applicable, has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option.

- [x] Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.
[] Purchase all of the Equipment for \$1.00.

LESSOR ACCEPTANCE

Form for LESSOR ACCEPTANCE with fields for U.S. Bank Equipment Finance, SIGNATURE, TITLE, and DATED.

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGES 2 AND 3 ATTACHED HERETO.

Form for CUSTOMER ACCEPTANCE with fields for STILLWATER SCHOOL DISTRICT NO. 1-16, SIGNATURE, TITLE, DATED, and FEDERAL TAX I.D. #.

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted. Upon you signing below, your promises in this Agreement will be irrevocable and unconditional in all respects.

Form for DELIVERY & ACCEPTANCE CERTIFICATE with fields for STILLWATER SCHOOL DISTRICT NO. 1-16, SIGNATURE, TITLE, and ACCEPTANCE DATE.

TERMS AND CONDITIONS (Continued on Page 3)

- 1. AGREEMENT:** You agree to lease from us the goods ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. The term shall start on the date we pay Supplier. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interim payment in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.
- 2. REPRESENTATIONS AND WARRANTIES OF CUSTOMER:** You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for your essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.
- 3. INITIAL TERM AND RENEWAL TERM(S):** The term of this Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate this Agreement under paragraph 6 as of the end of any fiscal year, this Agreement will be deemed automatically renewed for the next succeeding renewal term. An election by you to terminate this Agreement under paragraph 6 is not a default. Notwithstanding anything herein to the contrary, if we cancel this Agreement following a default by you, we may require that you pay the unpaid balance of Payments under this Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.
- 4. SUPPLEMENTS; SEPARATE FINANCINGS:** To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under this Agreement, such Supplement, as it incorporates the terms and conditions of this Agreement, shall be a separate financing distinct from this Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to this Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in this Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.
- 5. OWNERSHIP; PAYMENTS; TAXES AND FEES:** Except as expressly stated herein, we own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. Subject to paragraph 6, you will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.
- 6. NON-APPROPRIATION OR RENEWAL:** If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.
- 7. EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims other than liens and claims under this Agreement; and (iii) at your address shown on page 1 of this Agreement, and you agree not to move the Equipment unless we agree in writing. To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) to show our interest.
- 8. INSURANCE; COLLATERAL PROTECTION; RISK OF LOSS; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. As between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

9. ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

10. DEFAULT AND REMEDIES: You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any enforcement of our rights under this Agreement after a default by you, you agree to pay our costs and expenses, including reasonable attorneys' fees and collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy. In the event that legal proceedings relating to this Agreement (other than our enforcement of this Agreement after a default by you) are commenced in any court or before any other tribunal of competent jurisdiction, the legal fees and other reasonable costs and expenses of the prevailing party shall be paid by the non-prevailing party on demand of the prevailing party.

11. INSPECTIONS AND REPORTS: We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof, including the appropriation of funds to pay amounts due under this Agreement. This may include compiled, reviewed or audited annual financial statements within 120 days after your fiscal year end, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

12. END OF TERM: Unless the purchase option is \$1.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

13. MISCELLANEOUS: Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance. Any provision in this Agreement requiring you to pay amounts due under this Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew this Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

14. WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.**

15. LAW; JURY WAIVER: This Agreement will be governed by and construed in accordance with the law of the state in which you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**



EQUIPMENT FINANCE

OKLAHOMA ADDENDUM
(STATE AND LOCAL GOVERNMENT)

AGREEMENT #
3098366

Addendum to Agreement # 3098366 and any future supplements/schedules thereto, between STILLWATER SCHOOL DISTRICT NO. 1-16, as Customer and U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance"), as Lessor. The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

The Agreement will terminate at the end of each fiscal year unless you and we ratify the renewal thereof, and any such termination will be treated as a non-appropriation under the Non-Appropriation or Renewal paragraph of the Agreement.

If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: Notwithstanding anything to the contrary set forth in the Agreement, title to the Equipment shall be in our name, subject to your interest under the Agreement.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

U.S. Bank Equipment Finance

Lessor

Signature

Title

Date

STILLWATER SCHOOL DISTRICT NO. 1-16

Customer

X

Signature

Title

Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Schedule A

This Schedule "A" is be attached to and become part of Agreement 3098366, by and between the undersigned as Customer and U.S. Bank Equipment Finance as Lessor/Secured Party.

Serial Number	Model	School	Address	City	State	Zip
1A24415685	TASKALFA 6004I	RICHMOND ELEMENTARY	201 W RICHMOND RD	STILLWATER	OK	74075
1A24415935	TASKALFA 6004I	RICHMOND ELEMENTARY	201 W RICHMOND RD	STILLWATER	OK	74075
1A24415938	TASKALFA 6004I	RICHMOND ELEMENTARY	201 W RICHMOND RD	STILLWATER	OK	74075
1924517936	TASKALFA 6054CI	RICHMOND ELEMENTARY	201 W RICHMOND RD	STILLWATER	OK	74075
1924517906	TASKALFA 6054CI	BOARD OF ED	314 S LEWIS ST	STILLWATER	OK	74074
1924517909	TASKALFA 6054CI	BOARD OF ED	314 S LEWIS ST	STILLWATER	OK	74074
1924517915	TASKALFA 6054CI	BOARD OF ED	314 S LEWIS ST	STILLWATER	OK	74074
1924517982	TASKALFA 6054CI	LINCOLN ACADEMY	215 E 12TH AVE	STILLWATER	OK	74074
1A24415096	TASKALFA 6004I	SKYLINE ELEMENTARY	1402 E SUNRISE AVE	STILLWATER	OK	74075
1A24415191	TASKALFA 6004I	SKYLINE ELEMENTARY	1402 E SUNRISE AVE	STILLWATER	OK	74075
1A24415229	TASKALFA 6004I	SKYLINE ELEMENTARY	1402 E SUNRISE AVE	STILLWATER	OK	74075
1924517931	TASKALFA 6054CI	SKYLINE ELEMENTARY	1402 E SUNRISE AVE	STILLWATER	OK	74075
1A24111350	TASKALFA 6004I	STILLWATER HIGH SCHOOL	1224 N HUSBAND STREET	STILLWATER	OK	74075
1A24111357	TASKALFA 6004I	STILLWATER HIGH SCHOOL	1224 N HUSBAND STREET	STILLWATER	OK	74075
1A24111366	TASKALFA 6004I	STILLWATER HIGH SCHOOL	1224 N HUSBAND STREET	STILLWATER	OK	74075
1A24111367	TASKALFA 6004I	STILLWATER HIGH SCHOOL	1224 N HUSBAND STREET	STILLWATER	OK	74075
1924517919	TASKALFA 6054CI	STILLWATER HIGH SCHOOL	1224 N HUSBAND STREET	STILLWATER	OK	74075
1924517920	TASKALFA 6054CI	STILLWATER HIGH SCHOOL	1224 N HUSBAND STREET	STILLWATER	OK	74075
1A24414841	TASKALFA 6004I	JUNIOR HIGH	1900 N SKYLINE STREET	STILLWATER	OK	74075
1A24414869	TASKALFA 6004I	JUNIOR HIGH	1900 N SKYLINE STREET	STILLWATER	OK	74075
1A24414871	TASKALFA 6004I	JUNIOR HIGH	1900 N SKYLINE STREET	STILLWATER	OK	74075
1A24414761	TASKALFA 6004I	JUNIOR HIGH	1900 N SKYLINE STREET	STILLWATER	OK	74075
1924517929	TASKALFA 6054CI	JUNIOR HIGH	1900 N SKYLINE STREET	STILLWATER	OK	74075
1A24213192	TASKALFA 6004I	MIDDLE SCHOOL	2200 S SANGRE RD	STILLWATER	OK	74074
1A24213199	TASKALFA 6004I	MIDDLE SCHOOL	2200 S SANGRE RD	STILLWATER	OK	74074
1A24213217	TASKALFA 6004I	MIDDLE SCHOOL	2200 S SANGRE RD	STILLWATER	OK	74074
1A24213221	TASKALFA 6004I	MIDDLE SCHOOL	2200 S SANGRE RD	STILLWATER	OK	74074
1924517928	TASKALFA 6054CI	MIDDLE SCHOOL	2200 S SANGRE RD	STILLWATER	OK	74074
1A24415940	TASKALFA 6004I	OPERATIONS CENTER	5021 N PERKINS RD	STILLWATER	OK	74075
1924517937	TASKALFA 6054CI	OPERATIONS CENTER	5021 N PERKINS RD	STILLWATER	OK	74075
1924517940	TASKALFA 6054CI	OPERATIONS CENTER	5021 N PERKINS RD	STILLWATER	OK	74075
1924517943	TASKALFA 6054CI	OPERATIONS CENTER	5021 N PERKINS RD	STILLWATER	OK	74075
1924517981	TASKALFA 6054CI	VIRTUAL ACADEMY	308 W FRANKLIN LANE	STILLWATER	OK	74075
1A24415241	TASKALFA 6004I	SANGREE RIDGE ELEMENTARY	2500 S SANDRE ROAD	STILLWATER	OK	74074
1A24415262	TASKALFA 6004I	SANGREE RIDGE ELEMENTARY	2500 S SANDRE ROAD	STILLWATER	OK	74074

1A24415266	TASKALFA 6004I	SANGREE RIDGE ELEMENTARY	2500 S SANDRE ROAD	STILLWATER	OK	74074
1924517933	TASKALFA 6054CI	SANGREE RIDGE ELEMENTARY	2500 S SANDRE ROAD	STILLWATER	OK	74074
1A24415628	TASKALFA 6004I	WESTWOOD ELEMENTARY	502 S KINGS STREET	STILLWATER	OK	74074
1A24415632	TASKALFA 6004I	WESTWOOD ELEMENTARY	502 S KINGS STREET	STILLWATER	OK	74074
1A24415634	TASKALFA 6004I	WESTWOOD ELEMENTARY	502 S KINGS STREET	STILLWATER	OK	74074
1924517935	TASKALFA 6054CI	WESTWOOD ELEMENTARY	502 S KINGS STREET	STILLWATER	OK	74074
1A24415485	TASKALFA 6004I	WILL ROGERS ELEMENTARY	1211 N WASHINGTON ST	STILLWATER	OK	74075
1A24415623	TASKALFA 6004I	WILL ROGERS ELEMENTARY	1211 N WASHINGTON ST	STILLWATER	OK	74075
1924517934	TASKALFA 6054CI	WILL ROGERS ELEMENTARY	1211 N WASHINGTON ST	STILLWATER	OK	74075
1A24414915	TASKALFA 6004I	HIGHLAND PARK ELEMENTARY	400 S DRURY STREET	STILLWATER	OK	74074
1A24414916	TASKALFA 6004I	HIGHLAND PARK ELEMENTARY	400 S DRURY STREET	STILLWATER	OK	74074
1A24415079	TASKALFA 6004I	HIGHLAND PARK ELEMENTARY	400 S DRURY STREET	STILLWATER	OK	74074
1924517930	TASKALFA 6054CI	HIGHLAND PARK ELEMENTARY	400 S DRURY STREET	STILLWATER	OK	74074

Each Piece of Equipment described on this schedule "A" together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing including, without limitation, insurance recoveries.

CUSTOMER ACCEPTANCE

This Schedule "A" is hereby verified as correct by the undersigned Customer, who agrees to the terms thereof.

CUSTOMER: Stillwater School District No. 1-16	TITLE	DATE
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STILLWATER PUBLIC SCHOOLS
STILLWATER BOARD OF EDUCATION

PREPARED BY: Kristie Newby, Chief Financial Officer
APPROVED BY: Uwe Gordon, Superintendent
DATE: September 10, 2024

AGENDA ITEM:
Treasurer's Report

BOARD ACTION REQUESTED:
Consider and Vote to approve Treasurer's report as of August 31, 2024

BACKGROUND INFORMATION:
This monthly report provides month-to-date and year-to-date information on the current standings of the district's finances.

Fund 11 (General Fund)

Fiscal Year 2024 (July 1, 2023 - April 30, 2024)

	Source of Income	Current Collected	Expected Revenue	YTD Collected	Difference
Local Sources	1110 - Ad Valorem C/Y	\$ 1,750,929.00	\$ 18,938,872.00	\$ 18,813,114.12	\$ (125,757.88)
	1120 - Ad Valorem P/Y	\$ 17,461.64	\$ 350,000.00	\$ 343,169.90	\$ (6,830.10)
	1130 - Revenue in Lieu of Taxes	\$ -		\$ 13,708.86	\$ 13,708.86
	1140 - TIFF	\$ -		\$ 9,951.43	\$ 9,951.43
	1230 - Summer School Tuition	\$ -	\$ 12,000.00	\$ -	\$ (12,000.00)
	1310 - Interest Earnings	\$ 138,779.95	\$ 280,000.00	\$ 867,235.15	\$ 587,235.15
	1350 - Interest on Taxes	\$ -		\$ 33,801.48	\$ 33,801.48
	1410 - Rental of School Facilities	\$ -		\$ -	\$ -
	1440 - Sales of Equipment, Services, and Materials	\$ -		\$ -	\$ -
	1510 - Insurance Loss Recoveries	\$ -		\$ 1,367.73	\$ 1,367.73
	1530 - Damage to School Property	\$ 50.00		\$ 50.00	\$ 50.00
	1590 - Miscellaneous Reimbursement	\$ 8,419.28	\$ 200,000.00	\$ 184,091.12	\$ (15,908.88)
	1660 - Mineral Royalties	\$ -	\$ 3,000.00	\$ -	\$ (3,000.00)
	1690 - All Other Miscellaneous Revenue	\$ -	\$ 5,000.00	\$ 1,734.14	\$ (3,265.86)
Total Local Sources		\$ 1,915,639.87	\$ 19,788,872.00	\$ 20,268,223.93	\$ 479,351.93
IS	2100 - County Four Mill	\$ 349,260.48	\$ 1,848,708.00	\$ 2,432,678.90	\$ 583,970.90
	2200 - Country Apportionment (Mortgage Tax)	\$ 12,977.13	\$ 369,553.00	\$ 182,706.95	\$ (186,846.05)
	2900 - Other Intermediate Sources	\$ -	\$ -	\$ 492,208.88	\$ 492,208.88
Total Intermediate Sources		\$ 362,237.61	\$ 2,218,261.00	\$ 3,107,594.73	\$ 889,333.73



		Current Collected	Expected Revenue	YTD Collected	Difference
State Sources	3110 - Gross Production Tax	\$ 12,399.30	\$ 326,859.00	\$ 175,765.87	\$ (151,093.13)
	3120 - Motor Vehicle Collections	\$ 262,819.49	\$ 2,547,564.00	\$ 2,036,688.18	\$ (510,875.82)
	3130 - Rural Electrification Administration Tax	\$ 20,712.65	\$ 192,395.00	\$ 172,164.32	\$ (20,230.68)
	3140 - State School Land Earnings	\$ 78,457.81	\$ 900,835.00	\$ 809,283.44	\$ (91,551.56)
	3150 - Vehicle Tax Stamp	\$ -	\$ 6,217.00	\$ 4,430.51	\$ (1,786.49)
	3160 - Farm Implement Tax	\$ 137.00	\$ 3,317.00	\$ 2,951.23	\$ (365.77)
	3210 - Foundation and Salary Incentive Aid	\$ 1,682,294.69	\$ 19,041,919.00	\$ 15,142,646.80	\$ (3,899,272.20)
	3250 - Education Flexible Benefit Allowance	\$ 455,381.06	\$ 5,530,134.00	\$ 4,109,042.40	\$ (1,421,091.60)
	3310 - Alternative and High Challenge Education	\$ -	\$ 177,096.00	\$ 141,227.21	\$ (35,868.79)
	3412 - National Board Certified Bonus	\$ -	\$ 84,000.00	\$ 80,000.00	\$ (4,000.00)
	3415 - Reading Sufficiency Act	\$ -	\$ 93,984.00	\$ 90,534.40	\$ (3,449.60)
	3420 - State Textbook	\$ -	\$ 390,673.00	\$ 391,321.70	\$ 648.70
	3440 - Driver Education	\$ -	\$ 3,630.00	\$ 3,135.00	\$ (495.00)
	3620 - State Land Reimbursement	\$ -	\$ -	\$ -	\$ -
	361 3690 - A.C.E.	\$ 30,708.19	\$ 72,782.00	\$ 30,708.19	\$ (42,073.81)
	190 3690 - MTSS Grant	\$ 50,000.00	\$ 24,560.00	\$ 275,000.00	\$ 250,440.00
	201 3690 - DPHHS Refugee	\$ 12,189.34	\$ 30,300.00	\$ 84,833.59	\$ 54,533.59
	3811 - Career Tech (Salary Assistance)	\$ -	\$ 63,460.00	\$ 31,730.00	\$ (31,730.00)
	3812 - Career Tech (Program Assistance)	\$ -	\$ 198,000.00	\$ 119,000.00	\$ (79,000.00)
	376 Safety/SRO Funding	\$ -	\$ 92,000.00	\$ -	\$ (92,000.00)
3892 - OK Education Lottery fund	\$ -	\$ -	\$ 14,587.00	\$ 14,587.00	
Total State Sources		\$ 2,605,099.53	\$ 29,779,725.00	\$ 23,715,049.84	\$ (6,064,675.16)

Fund 11 (General Fund)

Fiscal Year 2024 (July 1, 2023 - April 30, 2024)

	Current Collected	Expected Revenue	YTD Collected	Difference
561 4140 - Federal - Title VII, Part A, Indian Education	\$ -	\$ 95,000.00	\$ 94,170.70	\$ (829.30)
511 4210 - Federal - Title I	\$ 199,776.04	\$ 1,289,119.00	\$ 414,934.38	\$ (874,184.62)
515 4210 - Federal - Title School Support	\$ -		\$ 67,349.96	\$ 67,349.96
518 4210 - Federal - Title IA	\$ -		\$ -	\$ -
541 4271 - Federal - Title II	\$ -	\$ 229,905.00	\$ 103,200.54	\$ (126,704.46)
572 4281 - Federal - Title III Part A	\$ -	\$ 36,689.00	\$ 2,034.52	\$ (34,654.48)
613 4310 - Federal - IDEA SPED Prof Dev	\$ 700.00	\$ 154,218.00	\$ 2,858.00	\$ (151,360.00)
615 4310 - Federal - IDEA (Prof Dev)	\$ -		\$ 6,246.00	\$ 6,246.00
618 4310 - Federal - IDEA 18-22 Yr Old Dev	\$ -		\$ 4,994.52	\$ 4,994.52
621 4310 - Federal - IDEA	\$ -	\$ 1,491,319.00	\$ 720,361.62	\$ (770,957.38)
625 4310 - Federal - IDEA Private School	\$ -		\$ 6,947.25	\$ 6,947.25
628 4310 - Federal - IDEA ARP FlowThru	\$ -		\$ 1,269.03	\$ 1,269.03
629 4310 - Federal - IDEA ARP Private School	\$ -	\$ 6,001.00	\$ 2,804.88	\$ (3,196.12)
641 4340 - Federal - IDEA PreK	\$ -	\$ 33,167.00	\$ 33,166.96	\$ (0.04)
642 4340 - Federal - IDEA PreK Private School	\$ -	\$ 58.00	\$ 28.92	\$ (29.08)
552 4442 - Federal - Title IV A	\$ 8,419.28	\$ 109,375.00	\$ 33,860.48	\$ (75,514.52)
587 4470 - Federal - Title VI Part B	\$ -	\$ 110,071.00	\$ 9,836.67	\$ (100,234.33)
596 4480 - Federal - Title IX Homeless	\$ 9,629.04	\$ 78,694.00	\$ 31,985.11	\$ (46,708.89)
721 4689 - Federal - CARES	\$ -		\$ -	\$ -
722 4689 - Federal - Counselor Corp	\$ -	\$ 140,445.00	\$ 38,791.65	\$ (101,653.35)
723 4689 - Federal - COVID	\$ -		\$ -	\$ -
725 4689 - Federal - Student Teacher	\$ 1,749.00		\$ 13,992.00	\$ 13,992.00
787 4689 - Federal - Project Get Fit	\$ -		\$ 9,083.80	\$ 9,083.80
misc	\$ -	\$ 37,139.00	\$ -	\$ (37,139.00)
793 4689 - Federal - ESSER II	\$ -		\$ 749.12	\$ 749.12
795 4689 - Federal - ARP Relief	\$ -	\$ 3,070,058.00	\$ -	\$ (3,070,058.00)
796 4689 - Federal - ARP Homeless	\$ 5,412.48	\$ 85,508.00	\$ 12,334.84	\$ (73,173.16)
797 4689 - Federal - ESSR III Homeless	\$ 883.56		\$ 8,783.03	\$ 8,783.03
799 DUE FROM PRIOR YEAR	\$ -	\$ 2,631,177.00	\$ 2,862,138.47	\$ 230,961.47
Total Federal Sources	\$ 226,569.40	\$ 9,597,943.00	\$ 4,481,922.45	\$ (5,116,020.55)

Federal Sources



Total Revenue FUND 11 - General Fund \$ 5,109,546.41 \$ 61,384,801.00 \$ 51,572,790.95 \$ (9,812,010.05)

Surplus Transferred Prior Year (Carryover/Fund Balance) \$ 4,592,995.36
 Total Collections and Surplus \$ 56,165,786.31

Non-revenue Receipts	5120 - Return of Change	\$ -	\$ -
	5130 - Petty Cash	\$ -	\$ -
	5160 - Activity Fund Reimbursement	\$ -	\$ 8,661.53
	5600 - Correcting Entries	\$ -	\$ 1,268.21
	Subtotal		\$ 56,165,786.31
Warrants Paid		\$ 45,015,248.64	

Adjusted Cash Balance in Fund 11 (General Fund) \$ 11,150,537.67

STILLWATER PUBLIC SCHOOLS

General Fund Expenditures

April 30, 2024

	BUDGET	RANGE TO DATE	YTD	ENCUMBRANCES	END BUDGET
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LOCAL:	4,683,472.00	287,702.36	4,687,995.30	1,763,092.32	(1,767,615.62)
PAYROLL:	42,345,908.00	3,537,674.58	30,457,774.28	11,593,612.11	294,521.61
STATE/INTERM:	6,765,744.00	659,448.36	5,156,415.43	1,990,149.13	(380,820.56)
FEDERAL:	6,753,551.00	325,537.21	4,713,063.63	1,251,339.55	789,147.82
	60,548,675.00	4,810,362.51	45,015,248.64	16,598,193.11	(1,064,766.75)

Fiscal Year 2024 (July 1, 2023 - April 30, 2024)

Fund 21 (Building Fund)		Current Collected	Expected Revenue	YTD Collected	Difference
Fund 21	1110 - Ad Valorem C/Y	\$ 250,202.11		\$ 2,688,333.44	\$ 2,688,333.44
	1120 - Ad Valorem P/Y	\$ -		\$ 43,509.41	\$ 43,509.41
	1510 - Insurance Loss/Recovery	\$ 7,795.91		\$ 7,795.91	\$ 7,795.91
	1590 - Reimbursement Misc	\$ -	\$ 4,628,353.54	\$ 19,947.44	\$ (4,608,406.10)
	1690 - Misc Revenue	\$ -		\$ -	\$ -
	3160 - Farm Implement Tax	\$ 19.58		\$ 426.97	\$ 426.97
	3250 - Flex Benefit	\$ 21,255.04		\$ 245,949.37	\$ 245,949.37
	3435 - State - Redbud	\$ -		\$ 41,517.15	\$ 41,517.15
6110 - Fund Balance Forward	\$ -		\$ 1,992,761.43	\$ 1,992,761.43	
Total Revenue and Surplus FUND 21 - Building Fund		\$ 279,272.64	\$ 4,628,353.54	\$ 5,040,241.12	\$ 411,887.58
	5600 - Correcting Entry	\$ -		\$ -	
	Subtotal	\$ 279,272.64	\$ 4,628,353.54	\$ 5,040,241.12	
EXPENDITURES		SALARIES		BENEFITS	
	TOTAL PAYROLL EXP	\$ 129,783.37	\$ 40,067.78		
TOTAL EXPENSE				\$ 1,785,679.46	
Adjusted Cash Balance in Fund 21 (Building Fund)				\$ 3,254,561.66	

Fiscal Year 2024 (July 1, 2023 - April 30, 2024)

Fund 22 (Child Nutrition Fund)		Current Collected	Expected Revenue	YTD Collected	Difference
Fund 22	1510 - Reimb - Insurance Loss Recov	\$ -		\$ -	\$ -
	1710 - Student Lunches, Breakfasts, Special Milk	\$ 78,746.51		\$ 650,768.99	\$ 650,768.99
	1720 - A la Carte	\$ 4,596.91		\$ 38,000.83	\$ 38,000.83
	1730 - Adult Lunches/Breakfasts	\$ 557.10		\$ 4,583.50	\$ 4,583.50
	1790 - Other District Revenue	\$ -	\$ 5,051,512.46	\$ 25,000.00	\$ (5,026,512.46)
	3250 - State Aid (Including FBA)	\$ 32,538.87		\$ 227,582.87	\$ 227,582.87
	3720 - State Matching	\$ 1,782.00		\$ 15,790.17	\$ 15,790.17
	4710 - Federal Reimbursement - Lunches	\$ 136,829.12		\$ 1,186,674.59	\$ 1,186,674.59
	4720 - Federal Reimbursement - Breakfasts	\$ 55,508.68		\$ 479,577.29	\$ 479,577.29
	4740 - Summer Food	\$ -		\$ 113,312.17	\$ 113,312.17
	4705 - Emergency Operation Cost Reimb	\$ -		\$ 147,760.03	\$ 147,760.03
	4706 - Federal P-EBT Local Admin Funds	\$ -		\$ -	\$ -
6110 - Fund Balance Forward	\$ -		\$ 1,997,511.35	\$ 1,997,511.35	
Total Revenue and Surplus FUND 22 - Child Nutrition Fund		\$ 310,559.19	\$ 5,051,512.46	\$ 4,886,561.79	\$ (164,950.67)
	5000 - Non-revenue Receipts	\$ -		\$ 206.41	
	Subtotal	\$ 310,559.19	\$ 5,051,512.46	\$ 4,886,768.20	
EXPENDITURES		SALARIES		BENEFITS	
	TOTAL PAYROLL EXP	\$ 104,564.99	\$ 50,293.38		
TOTAL EXPENSE				\$ 3,112,628.77	
Adjusted Cash Balance in Fund 22 (Child Nutrition)				\$ 1,774,139.43	

Fiscal Year 2024 (July 1, 2023 - April 30, 2024)

Fund 41 (Sinking Fund)		Current Collected	Expected Revenue	YTD Collected	Difference
Fund 41	1110 - Ad Valorem C/Y	\$ 1,258,783.87		\$ 13,525,188.33	\$ 13,525,188.33
	1120 - Ad Valorem P/Y	\$ 10,413.17		\$ 233,550.87	\$ 233,550.87
		\$ 98.49		\$ 2,114.28	\$ -
	3160 - Farm Implement Tax	\$ -		\$ -	\$ 2,114.28
	5111 - Premium on Bonds Sold	\$ -		\$ -	\$ -
6110 Fund Balance Forward	\$ -		\$ 4,163,611.07	\$ 4,163,611.07	
Total Revenue and Surplus FUND 41 (Sinking Fund)		\$ 1,269,295.53	\$ -	\$ 17,924,464.55	\$ 17,924,464.55
	5000 - Non-revenue Receipts (Excluding Return of Ass	\$ -		\$ -	
	Subtotal	\$ 1,269,295.53	\$ -	\$ 17,924,464.55	
TOTAL EXP		\$ -		\$ 462,092.94	
Adjusted Cash Balance in Fund 41 (Sinking Fund)				\$ 17,462,371.61	



August 31, 2024

GENERAL FUND

REVENUES



August 2024

Fund 11 (General Fund)		Fiscal Year 2025 (July 1, 2024 - June 30, 2025)			
Source of Income		Current Collected	Expected Revenue	YTD Collected	Difference
Local Sources	1110 - Ad Valorem C/Y	\$ -	\$ 18,938,872.00	\$ 98,063.29	\$ (18,840,808.71)
	1120 - Ad Valorem P/Y	\$ -	\$ 350,000.00	\$ 9,570.16	\$ (340,429.84)
	1130 - Revenue in Lieu of Taxes	\$ -	\$ -	\$ -	\$ -
	1140 - TIFF	\$ -	\$ -	\$ -	\$ -
	1230 - Summer School Tuition	\$ -	\$ 12,000.00	\$ -	\$ (12,000.00)
	1310 - Interest Earnings	\$ -	\$ 280,000.00	\$ 80,566.06	\$ (199,433.94)
	1350 - Interest on Taxes	\$ -	\$ -	\$ -	\$ -
	1410 - Rental of School Facilities	\$ -	\$ -	\$ -	\$ -
	1440 - Sales of Equipment, Services, and Materials	\$ -	\$ -	\$ -	\$ -
	1510 - Insurance Loss Recoveries	\$ 169.15	\$ -	\$ 169.15	\$ 169.15
	1530 - Damage to School Property	\$ -	\$ -	\$ -	\$ -
	1590 - Miscellaneous Reimbursement	\$ 74,171.57	\$ 200,000.00	\$ 80,123.57	\$ (119,876.43)
	1660 - Mineral Royalties	\$ -	\$ 3,000.00	\$ -	\$ (3,000.00)
	1690 - All Other Miscellaneous Revenue	\$ -	\$ 5,000.00	\$ -	\$ (5,000.00)
	Total Local Sources	\$ 74,340.72	\$ 19,788,872.00	\$ 268,492.23	\$ (19,520,379.77)
IS	2100 - County Four Mill	\$ -	\$ 1,848,708.00	\$ 9,075.15	\$ (1,839,632.85)
	2200 - Country Apportionment (Mortgage Tax)	\$ -	\$ 369,553.00	\$ 27,994.80	\$ (341,558.20)
	2900 - Other Intermediate Sources	\$ -	\$ -	\$ -	\$ -
Total Intermediate Sources	\$ -	\$ 2,218,261.00	\$ 37,069.95	\$ (2,181,191.05)	
		Fiscal Year 2025 (July 1, 2024 - June 30, 2025)			
		Current Collected	Expected Revenue	YTD Collected	Difference
State Sources	3110 - Gross Production Tax	\$ 14,416.66	\$ 326,859.00	\$ 30,210.77	\$ (296,648.23)
	3120 - Motor Vehicle Collections	\$ 236,539.83	\$ 2,547,564.00	\$ 237,398.61	\$ (2,310,165.39)
	3130 - Rural Electrification Administration Tax	\$ 19,097.47	\$ 192,395.00	\$ 34,977.05	\$ (157,417.95)
	3140 - State School Land Earnings	\$ 68,014.30	\$ 900,835.00	\$ 154,782.72	\$ (746,052.28)
	3150 - Vehicle Tax Stamp	\$ -	\$ 6,217.00	\$ 8,788.08	\$ 2,571.08
	3160 - Farm Implement Tax	\$ -	\$ 3,317.00	\$ 554.40	\$ (2,762.60)
	3210 - Foundation and Salary Incentive Aid	\$ 1,632,167.72	\$ 19,041,919.00	\$ 1,632,167.72	\$ (17,409,751.28)
	3250 - Education Flexible Benefit Allowance	\$ 460,343.06	\$ 5,530,134.00	\$ 460,343.06	\$ (5,069,790.94)
	3310 - Alternative and High Challenge Education	\$ -	\$ 177,096.00	\$ -	\$ (177,096.00)
	3412 - National Board Certified Bonus	\$ -	\$ 84,000.00	\$ -	\$ (84,000.00)
	3415 - Reading Sufficiency Act	\$ -	\$ 93,984.00	\$ -	\$ (93,984.00)
	3420 - State Textbook	\$ 382,809.65	\$ 390,673.00	\$ 382,809.65	\$ (7,863.35)
	3440 - Driver Education	\$ -	\$ 3,630.00	\$ -	\$ (3,630.00)
	3620 - State Land Reimbursement	\$ -	\$ -	\$ -	\$ -
	361 3690 - A.C.E.	\$ -	\$ 72,782.00	\$ -	\$ (72,782.00)
	190 3690 - MTSS Grant	\$ 25,000.00	\$ 24,560.00	\$ 25,000.00	\$ 440.00
	201 3690 - DPHHS Refugee	\$ -	\$ 30,300.00	\$ -	\$ (30,300.00)
	3811 - Career Tech (Salary Assistance)	\$ -	\$ 63,460.00	\$ -	\$ (63,460.00)
	3812 - Career Tech (Program Assistance)	\$ -	\$ 198,000.00	\$ -	\$ (198,000.00)
	376 Safety/SRO Funding	\$ 183,829.62	\$ 92,000.00	\$ 183,829.62	\$ 91,829.62
3892 - OK Education Lottery fund	\$ -	\$ -	\$ -	\$ -	
Total State Sources	\$ 3,022,218.31	\$ 29,779,725.00	\$ 3,150,861.68	\$ (26,628,863.32)	



August 2024

		Fiscal Year 2025 (July 1, 2024 - June 30, 2025)			
		Current Collected	Expected Revenue	YTD Collected	Difference
Federal Sources	561 4140 - Federal - Title VII, Part A, Indian Education	\$ -	\$ 95,000.00	\$ -	\$ (95,000.00)
	511 4210 - Federal - Title I	\$ 114,451.26	\$ 1,289,119.00	\$ 114,451.26	\$ (1,174,667.74)
	515 4210 - Federal - Title School Support	\$ -		\$ -	\$ -
	518 4210 - Federal - Title IA	\$ -		\$ -	\$ -
	541 4271 - Federal - Title II	\$ -	\$ 229,905.00	\$ -	\$ (229,905.00)
	572 4281 - Federal - Title III Part A	\$ -	\$ 36,689.00	\$ -	\$ (36,689.00)
	613 4310 - Federal - IDEA SPED Prof Dev	\$ -	\$ 154,218.00	\$ -	\$ (154,218.00)
	615 4310 - Federal - IDEA (Prof Dev)	\$ -		\$ -	\$ -
	618 4310 - Federal - IDEA 18-22 Yr Old Dev	\$ -		\$ -	\$ -
	621 4310 - Federal - IDEA	\$ -	\$ 1,491,319.00	\$ -	\$ (1,491,319.00)
	625 4310 - Federal - IDEA Private School	\$ -		\$ -	\$ -
	628 4310 - Federal - IDEA ARP FlowThru	\$ -		\$ -	\$ -
	629 4310 - Federal - IDEA ARP Private School	\$ -	\$ 6,001.00	\$ -	\$ (6,001.00)
	641 4340 - Federal - IDEA PreK	\$ -	\$ 33,167.00	\$ -	\$ (33,167.00)
	642 4340 - Federal - IDEA PreK Private School	\$ -	\$ 58.00	\$ -	\$ (58.00)
	552 4442 - Federal - Title IV A	\$ -	\$ 109,375.00	\$ -	\$ (109,375.00)
	587 4470 - Federal - Title VI Part B	\$ -	\$ 110,071.00	\$ -	\$ (110,071.00)
	596 4480 - Federal - Title IX Homeless	\$ -	\$ 78,694.00	\$ -	\$ (78,694.00)
	721 4689 - Federal - CARES	\$ -		\$ -	\$ -
	722 4689 - Federal - Counselor Corp	\$ -	\$ 140,445.00	\$ -	\$ (140,445.00)
	723 4689 - Federal - COVID	\$ -		\$ -	\$ -
	725 4689 - Federal - Student Teacher	\$ -		\$ -	\$ -
	787 4689 - Federal - Project Get Fit	\$ -		\$ -	\$ -
misc	\$ -	\$ 37,139.00	\$ -	\$ (37,139.00)	
793 4689 - Federal - ESSER II	\$ -		\$ -	\$ -	
795 4689 - Federal - ARP Relief	\$ -	\$ 3,070,058.00	\$ -	\$ (3,070,058.00)	
796 4689 - Federal - ARP Homeless	\$ -	\$ 85,508.00	\$ -	\$ (85,508.00)	
797 4689 - Federal - ESSR III Homeless	\$ -		\$ -	\$ -	
799 DUE FROM PRIOR YEAR	\$ 364,679.31	\$ 2,631,177.00	\$ 603,400.33	\$ (2,027,776.67)	
Total Federal Sources	\$ 479,130.57	\$ 9,597,943.00	\$ 717,851.59	\$ (8,880,091.41)	
Total Revenue FUND 11 - General Fund		\$ 3,575,689.60	\$ 61,384,801.00	\$ 4,174,275.45	\$ (57,210,525.55)
Surplus Transferred Prior Year (Carryover/Fund Balance)				\$ 4,592,995.36	
Total Collections and Surplus				\$ 8,767,270.81	
Non-revenue Receipts	5120 - Return of Change	\$ -		\$ -	
	5130 - Petty Cash	\$ -		\$ -	
	5160 - Activity Fund Reimbursement	\$ -		\$ -	
	5600 - Correcting Entries	\$ -		\$ -	
Subtotal				\$ 8,767,270.81	
Warrants Paid					
Adjusted Cash Balance in Fund 11 (General Fund)				\$ 8,767,270.81	



August 31, 2024

**GENERAL FUND
EXPENDITURES**



August 2024

STILLWATER PUBLIC SCHOOLS General Fund Expenditures

Jul-24

Proj #	Project Name	BUDGET	RANGE TO DATE	YTD	ENCUMBRANCES	END BUDGET
LOCAL						
000	Lapsed Appropriations & Adjustments	-	-	-	-	-
001	HIGH SCHOOL	5,257.00	4,053.07	4,053.07	334.62	869.31
002	JUNIOR HIGH	9,328.00	742.20	742.20	734.09	7,851.71
003	MIDDLE SCHOOL	3,153.00	2,698.61	2,698.61	928.63	(474.24)
004	HIGHLAND PARK	15,266.00	-	-	105.00	15,161.00
005	RICHMOND	7,121.00	462.00	462.00	3,669.94	2,989.06
006	SANGRE RIDGE	11,006.00	-	9,002.43	972.00	1,031.57
007	SKYLINE	11,841.00	-	-	-	11,841.00
008	WESTWOOD	5,825.00	-	-	-	5,825.00
009	WILL ROGERS	11,538.00	-	-	475.00	11,063.00
010	LINCOLN	2,015.00	186.09	186.09	237.99	1,590.92
011	curriculum & instruction	150,000.00	11,986.58	35,687.44	5,162.60	109,149.96
012	nurses supplies	5,500.00	1,876.62	1,876.62	2,678.36	945.02
013	instructional supplies	150,000.00	-	-	-	150,000.00
014	custodial supplies	200,000.00	1,465.23	1,703.38	41,611.62	156,685.00
015	Golden Oaks	500.00	-	-	-	500.00
016	OAC Equipment Grant	-	4,201.19	10,055.56	60,065.86	(70,121.42)
019	Library	40,734.00	-	-	2,457.80	38,276.20
020	Class Funding -> Virtual Academy	1,323.00	-	-	-	1,323.00
021	Summer School	5,300.00	852.11	25,163.77	-	(19,863.77)
022	Extended School Year	1,615.00	-	6,621.64	-	(5,006.64)
023	PR & Communications	15,000.00	172.90	242.40	4,757.60	10,000.00
024	band	20,000.00	1,542.00	1,542.00	12,595.83	5,862.17
025	orchestra	12,000.00	-	-	6,346.98	5,653.02
026	legal services	115,000.00	3,444.97	3,444.97	117,755.03	(6,200.00)
027	audit services	25,000.00	-	-	14,000.00	11,000.00
028	postage and freight	15,000.00	323.40	459.40	41,590.60	(27,050.00)
029	BOE/Admin Travel & Training	35,000.00	-	296.42	16,566.58	18,137.00
032	finance data processing	135,000.00	290.00	130,948.90	59,865.35	(55,814.25)
033	Misc. Admin Exp (non-instructional)	100,000.00	2,887.85	10,326.73	38,230.77	51,442.50
034	SPED Student Testing	30,000.00	5,884.69	17,821.17	1,952.08	10,226.75
036	In-District / Out of District Travel	30,000.00	347.96	1,196.96	32,456.28	(3,653.24)
037	YMCA Pool Rental	36,000.00	-	-	-	36,000.00
040	Tier II Special Needs	100,000.00	-	-	122,000.00	(22,000.00)
042	HR - recruiting & hiring	125,000.00	5,718.60	81,920.45	74,520.40	(31,440.85)
043	Non-certified PD	10,000.00	-	-	-	10,000.00
044	E-Sports	4,500.00	-	-	-	4,500.00
045	fleet fuel	275,000.00	7,717.90	7,717.90	192,282.10	75,000.00
046	school resource officers	75,000.00	-	-	-	75,000.00
047	vehicle maintenance	235,000.00	14,586.92	30,982.93	204,869.62	(852.55)
048	transportation misc.	10,000.00	1,454.00	1,640.50	9,745.50	(1,386.00)
049	utilities - electricity	492,000.00	110,336.79	110,336.79	645,663.21	(264,000.00)
051	utilities - gas	20,000.00	3,370.07	3,370.07	255,829.93	(239,200.00)
052	telephone and internet	40,000.00	-	-	504.00	39,496.00
053	utilities - water/trash	122,850.00	30,347.67	46,606.63	192,881.40	(116,638.03)
054	building maintenance	7,500.00	4,570.15	12,519.79	26,334.01	(31,353.80)
055	Grounds Maintenance	-	41,698.00	41,698.00	25,438.50	(67,136.50)
056	vocal music	3,800.00	524.75	524.75	702.65	2,572.60
057	drama productions	5,000.00	-	-	4,325.00	675.00
058	athletics	115,000.00	6,876.00	6,876.00	38,091.10	70,032.90
059	Piano Tuning	1,000.00	-	-	1,160.00	(160.00)
060	professional development	75,000.00	5,860.56	10,948.76	20,639.92	43,411.32
061	liability bonds	3,500.00	-	-	-	3,500.00
062	unemployment	15,000.00	-	4,230.00	2,770.00	8,000.00
063	workers compensation	365,000.00	-	354,498.00	-	10,502.00
064	property/liability ins	1,200,000.00	-	1,589,712.00	-	(389,712.00)
065	Graduation	30,000.00	-	-	19,730.00	10,270.00
066	performing arts center	3,000.00	-	-	1,491.15	1,508.85
067	county re-evaluation	100,000.00	-	-	367,752.39	(267,752.39)
072	security	25,000.00	-	12,591.68	118,079.32	(105,671.00)
084	Virtual Academy Facility	15,000.00	-	-	-	15,000.00
086	HS Parking Lot Lighting	-	-	-	-	-
092	technology	5,000.00	17,320.00	17,320.00	3,678.00	(15,998.00)
093	medicaid matching	-	-	-	-	-
TOTAL LOCAL:		4,683,472.00	293,798.88	2,598,026.01	2,794,038.81	(708,592.82)



August 2024

STILLWATER PUBLIC SCHOOLS General Fund Expenditures

Jul-24

Proj #	Project Name	BUDGET	RANGE TO DATE	YTD	ENCUMBRANCES	END BUDGET
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PAYROLL						
103	PALS		2,977.94	3,197.48	19,619.50	(22,816.98)
111	Local Child Nutrition		-	-	-	-
151	Admin Certified (Sup, Dep Sup)	42,000,000.00	48,947.83	95,873.03	383,218.96	41,520,908.01
152	Admin - Non-Cert		114,364.99	217,991.77	787,106.87	(1,005,098.64)
153	Board Clerk & Uncumbrance		-	-	-	-
154	Principals & Asst. Principals		250,225.86	394,390.81	1,576,917.93	(1,971,308.74)
155	teaching svcs		57,551.73	59,609.01	17,567,260.42	(17,626,869.43)
156	Site Sec, Office Asst, Noon Monitors		107,787.96	128,909.73	940,205.69	(1,069,115.42)
157	Non-SPED TAs		72,375.18	72,375.18	720,575.44	(792,950.62)
158	SPED TAs		157,638.03	157,638.03	1,596,437.20	(1,754,075.23)
159	Computer Technicians		37,666.51	74,016.80	255,441.68	(329,458.48)
160	School Paid PALS		-	-	-	-
161	Substitute Teachers		172.24	344.48	-	(344.48)
162	Driver's Ed		-	-	-	-
163	Health (Nurse, Nurse Asst, OT, PT)		21,957.14	21,957.14	422,012.34	(443,969.48)
164	Transportation		76,977.46	98,861.37	668,231.06	(767,092.43)
165	Maintenance & Grounds		23,317.63	46,463.43	195,932.08	(242,395.51)
166	Custodial		71,519.13	138,622.86	623,341.38	(761,964.24)
167	Athletic Coaching Stipends		16,379.02	17,982.05	17,499.99	(35,482.04)
168	Certified Counselors		128,811.29	137,158.41	1,623,430.30	(1,760,588.71)
169	Audio Visual		-	-	-	-
170	Certified Specialists		4,107.23	8,712.09	1,245,466.30	(1,254,178.39)
171	Warehouse & Printing Salaries		13,967.05	28,308.63	112,911.44	(141,220.07)
172	Academic/Club Stipends		628.84	628.84	9,729.17	(10,358.01)
173	Night Alternative Ed Salaries		-	-	-	-
174	homebound services		1,800.33	2,408.98	-	(2,408.98)
179	Classroom Cover		-	-	-	-
180	Staff Bonus (Classified Retention)		-	-	-	-
181	Directors & Coordinators		167,025.23	328,693.55	1,317,329.72	(1,646,023.27)
182	NBCT - District Paid		-	-	-	-
189	PAC Salaries		-	-	-	-
190	MTSS		-	22,800.00	7,687.00	(30,487.00)
191	Virtual Academy Facility		-	-	44,980.00	(44,980.00)
198	Student Body Activities		-	-	-	-
199	Sick Leave Payback / Retirees		-	2,018.44	-	(2,018.44)
201	Refugee Grant		5,953.49	6,519.52	77,442.50	(83,962.02)
TOTAL PAYROLL:		42,000,000.00	1,382,152.11	2,065,481.63	30,212,776.97	9,721,741.40

STATE						
301	Non-Court Judgement Settlements	192,079.00	-	-	-	192,079.00
302	Physical Education Scholarship	8,500.00	-	-	-	8,500.00
312	National Certified Bonus	68,927.00	-	-	-	68,927.00
317	Drivers Education	5,000.00	-	-	-	5,000.00
331	Health Insurance In-lieu of -cert	57,000.00	675.36	987.84	56,046.84	(34.68)
332	Health Insurance In-lieu of-support	245,000.00	23,692.93	27,598.41	237,871.26	(20,469.67)
333	State Adapted Textbooks	524,781.00	-	-	658,132.72	(133,351.72)
334	Health Insurance Certified (obj 213)	2,775,000.00	45,831.87	70,081.27	2,997,848.20	(292,929.47)
335	Health Insurance Support (obj 223)	1,115,000.00	121,277.38	152,786.31	1,233,555.81	(271,342.12)
339	Tabacco Settlement Endow Trust (TSET)	-	-	-	-	-
361	ACE Technology	23,990.00	-	-	5,000.00	18,990.00
366	Advanced Placement Materials	24,560.00	-	-	-	24,560.00
367	Reading Sufficiency Act (RSA)	90,000.00	2,958.17	2,958.17	8,234.01	78,807.82
372	SCORE	-	-	-	-	-
376	School Security/Safety	92,000.00	3,047.40	4,440.06	1,289.60	86,270.34
388	Alternative Ed Grant	157,629.00	-	-	50,251.00	107,378.00
411	Career Tech Salary	1,101,965.00	100,332.95	123,027.22	951,659.01	27,278.77
412	Career Tech Support	198,000.00	19,241.12	19,241.12	31,839.47	146,919.41
415	BMITE	40,000.00	-	-	-	40,000.00
424	Innovation Grant - Career Tech	17,000.00	-	-	-	17,000.00
469	Oklahoma Lottery Fund	29,313.00	-	-	-	29,313.00
TOTAL STATE:		6,765,744.00	317,057.18	401,120.40	6,231,727.92	132,895.68



August 2024

STILLWATER PUBLIC SCHOOLS

General Fund Expenditures

Jul-24

Proj #	Project Name	BUDGET	RANGE TO DATE	YTD	ENCUMBRANCES	END BUDGET
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FEDERAL						
511	title 1 A Basic	1,256,565.00	15,009.43	15,009.43	830,144.91	411,410.66
515	Title I - School Support		-	-	3,800.00	(3,800.00)
518	title 1 D neglected	17,261.00	-	-	-	17,261.00
541	title 2a	196,093.00	23,997.00	24,276.00	36,370.82	135,446.18
552	Title IV Part A	50,608.00	4,339.76	22,373.66	32,192.54	(3,958.20)
561	Indian Education	140,347.00	9,873.59	14,244.49	94,920.76	31,181.75
571	title 3 immigration	-	-	-	-	-
572	Title III Limited English	43,312.00	-	-	11,500.00	31,812.00
587	Title V Rural/Low Income	172,135.00	38,670.00	38,670.00	3,829.00	129,636.00
596	McKinney Vento	68,966.00	4,602.76	4,602.76	57,722.40	6,640.84
613	IDEA discretionary	-	-	-	-	-
615	Title 6 Part B	7,424.00	-	-	2,104.70	5,319.30
618	Transition	-	-	-	1,000.00	(1,000.00)
621	IDEA flowthrough	1,193,345.00	36,951.09	46,930.71	1,173,869.06	(27,454.77)
625	idea private school	-	-	-	24,000.00	(24,000.00)
628	ARP FLOWTHROUGH	204,913.00	-	-	-	204,913.00
629	ARP PRIVATE SCHOOL	-	-	-	-	-
641	idea preschool	32,155.00	-	-	-	32,155.00
642	FlowThru PreSchool	-	-	-	-	-
643	APR PreSchool	-	-	-	-	-
721	GEER-CARES	5,759.00	-	-	-	5,759.00
722	COUNSELOR CORPS GRANT	140,283.00	-	-	800.00	139,483.00
723	CDC Grant COVID Prevention	-	-	-	-	-
725	EMPLOYMENT OF STUDENT TEACHER	-	-	-	-	-
770	Misc. Federal Programs	-	-	-	-	-
788	Federal CARES funds (COVID)	-	-	-	-	-
793	ESSER II (COVID)	-	-	-	-	-
795	ESSER III (COVID)	3,070,824.00	102,827.00	196,180.60	614,822.49	2,259,820.91
796	ESSER III - Homeless	71,998.00	-	-	800.00	71,198.00
797	ESSER III - Homeless II	81,563.00	2,242.27	2,242.27	757.73	78,563.00
TOTAL FEDERAL:		6,753,551.00	238,512.90	364,529.92	2,888,634.41	3,500,386.67
LOCAL:		4,683,472.00	293,798.88	2,598,026.01	2,794,038.81	(708,592.82)
PAYROLL:		42,000,000.00	1,382,152.11	2,065,481.63	30,212,776.97	9,721,741.40
STATE/INTERM:		6,765,744.00	317,057.18	401,120.40	6,231,727.92	132,895.68
FEDERAL:		6,753,551.00	238,512.90	364,529.92	2,888,634.41	3,500,386.67
60,202,767.00		2,231,521.07	5,429,157.96	42,127,178.11	12,646,430.93	



August 31, 2024

OTHER FUNDS

SUMMARY



August 2024

		Fiscal Year 2025 (July 1, 2024 - June 30, 2025)			
Fund 21 (Building Fund)		Current Collected	Expected Revenue	YTD Collected	Difference
Fund 21	1110 - Ad Valorem C/Y	\$ -		\$ -	\$ -
	1120 - Ad Valorem P/Y	\$ -		\$ -	\$ -
	1510 - Insurance Loss/Recovery	\$ 44,085.47		\$ 44,085.47	\$ 44,085.47
	1590 - Reimbursement Misc	\$ -		\$ -	\$ -
	1690 - Misc Revenue	\$ -		\$ -	\$ -
	3160 - Farm Implement Tax	\$ -		\$ -	\$ -
	3250 - Flex Benefit	\$ 28,462.95		\$ 28,462.95	\$ 28,462.95
	3435 - State - Redbud	\$ -		\$ -	\$ -
	6110 - Fund Balance Forward	\$ -		\$ -	\$ -
Total Revenue and Surplus FUND 21 - Building Fund		\$ 72,548.42	\$ -	\$ 72,548.42	\$ 72,548.42
	5600 - Correcting Entry	\$ -		\$ -	
	Subtotal	\$ 72,548.42	\$ -	\$ 72,548.42	
	Warrants Paid	\$ 125,983.21	\$ 41,776.11		
				\$ 171,996.07	

Adjusted Cash Balance in Fund 21 (Building Fund) \$ 72,548.42

		Fiscal Year 2025 (July 1, 2024 - June 30, 2025)			
Fund 22 (Child Nutrition Fund)		Current Collected	Expected Revenue	YTD Collected	Difference
Fund 22	1510 - Reimb - Insurance Loss Recov	\$ -		\$ -	\$ -
	1710 - Student Lunches, Breakfasts, Special Milk	\$ 56,537.35		\$ 56,537.35	\$ 56,537.35
	1720 - A la Carte	\$ 3,300.42		\$ 3,300.42	\$ 3,300.42
	1730 - Adult Lunches/Breakfasts	\$ 399.98		\$ 399.98	\$ 399.98
	1790 - Other District Revenue	\$ 62.37		\$ 62.37	\$ 62.37
	3250 - State Aid (Including FBA)	\$ 24,447.12		\$ 24,447.12	\$ 24,447.12
	3720 - State Matching	\$ -		\$ -	\$ -
	4710 - Federal Reimbursement - Lunches	\$ -		\$ -	\$ -
	4720 - Federal Reimbursement - Breakfasts	\$ -		\$ -	\$ -
	4740 - Summer Food	\$ 88,658.30		\$ 88,658.30	\$ 88,658.30
	4705 - Emergency Operation Cost Reimb	\$ -		\$ -	\$ -
	4706 - Federal P-EBT Local Admin Funds	\$ -		\$ -	\$ -
	6110 - Fund Balance Forward	\$ -		\$ -	\$ -
Total Revenue and Surplus FUND 22 - Child Nutrition Fund		\$ 173,405.54	\$ -	\$ 173,405.54	\$ 173,405.54
	5000 - Non-revenue Receipts	\$ -		\$ -	
	Subtotal	\$ 173,405.54	\$ -	\$ 173,405.54	
	Warrants Paid	\$ 118,528.20	\$ 47,754.24		
				\$ 195,178.82	

Adjusted Cash Balance in Fund 22 (Child Nutrition) \$ 173,405.54

		Fiscal Year 2025 (July 1, 2024 - June 30, 2025)			
Fund 41 (Sinking Fund)		Current Collected	Expected Revenue	YTD Collected	Difference
Fund 41	1110 - Ad Valorem C/Y	\$ -		\$ 70,651.76	\$ 70,651.76
	1120 - Ad Valorem P/Y	\$ -		\$ 6,129.70	\$ 6,129.70
		\$ -		\$ 398.57	\$ 398.57
	3160 - Farm Implement Tax	\$ -		\$ -	\$ -
	5111 - Premium on Bonds Sold	\$ -		\$ -	\$ -
6110 Fund Balance Forward	\$ -		\$ -	\$ -	
Total Revenue and Surplus FUND 41 (Sinking Fund)		\$ -	\$ -	\$ 77,180.03	\$ 77,180.03
	5000 - Non-revenue Receipts (Excluding Return of Asse	\$ -		\$ -	
	Subtotal	\$ -	\$ -	\$ 77,180.03	
	Warrants Paid	\$ -		\$ -	

Adjusted Cash Balance in Fund 41 (Sinking Fund) \$ 77,180.03



STILLWATER PUBLIC SCHOOLS

STILLWATER BOARD OF EDUCATION

PREPARED BY: Mrs. Kristie Newby, MBA, CFE, Chief Financial Officer

APPROVED BY: Uwe Gordon, Superintendent

DATE: September 10, 2024

AGENDA ITEM:

Receive Bond Expenditures and Revenues Report

BOARD ACTION REQUESTED:

None. This is an information only item.

BACKGROUND INFORMATION:

The monthly Bond Expenditures and Revenues Report for August 2024 provides an overview of the General Obligation Bond Issue approved on February 14, 2017 and the General Obligation Bond Issue approved on February 14, 2023.

Warrants issued for the \$74,000,000 bond issue (current proceeds of \$74,000,000) equal \$969,825.49 with total funds remaining of \$5,498,728.

Warrants issued for the \$195,000,000 bond issue (current proceeds of \$13,000,000) equal \$2,243,070 with total funds remaining of \$23,572,519.

2023 Bond Budget Worksheet

Vote February 2023

		6/30/2024		8/31/2024	
		2023-24		2024-25	
		BUDGET	ACTUAL	BUDGET	ACTUAL
		bond sale 6/1/2023		bond sale 6/1/2024	
Sale		\$ 12,000,000	\$ 12,000,000	\$ 13,000,000	\$ 12,567,450
Bond Premium		\$ 485,496		\$ 254,020	
Accrued Interest on Sale		\$ 23,333		\$ 36,111	
Less Exhibit A Cost of Issuance		\$ (148,849)			
Less Original Issue Discount		\$ (199,800)			
Less Underwriter's Discount		(71,400)		(208,800)	
Available Proceeds		\$ 12,088,780		\$ 12,791,200	
Investments		\$ -			
TOTAL AVAILABLE PROCEEDS		\$ 12,088,780		\$ 12,791,200	\$ 12,857,581
DEPOSITED TO BOND FUND 32		\$ 11,851,151		\$ 12,821,470	
Excess Net Premium to Sinking Fund:		\$ 214,296			
Accrued Interest to Sinking Fund:		\$ 23,333		\$ 36,111	
Bond Line Items (non-construction)					
Budget					
O&M		\$ 950,000	\$ 166,319	\$ 550,000	\$ 166,248
Deferred Maintenance (Roof and HVAC)		\$ 3,948,944	\$ 139,948	\$ 3,948,944	\$ 1,514,424
Athletics (Uniforms & Equipment Replacement)				\$ 75,000	\$ -
Academics & 1:1 Technology			\$ 630,397	\$ 816,960	\$ 221,898
Technology				\$ 806,387	\$ 341,544
Safety & Security				\$ -	\$ -
Transportation				\$ 472,500	\$ -
Band / Music (Instruments & Uniforms)				\$ 50,000	\$ -
Balance to total					
Total non-construction budget		\$ 4,898,944	\$ 936,663	\$ 6,719,791	\$ 2,244,113
Bond Construction Line Items					
Budget					
Bond Administration		\$ -		\$ -	
New HS Funded w/LP	Bank Pmt - Construction	\$ -		\$ -	
PROJECT 068	Bank Pmt - Land Purchase	\$ -		\$ -	
	L/P Interest	\$ -		\$ -	
	COI	\$ -		\$ -	
	Construction - Direct	\$ -		\$ -	
	A/E	\$ 5,400,000	\$ 163,438	\$ -	
	FF&E	\$ -		\$ 4,725,000	
	total project	\$ 5,400,000	\$ 163,438	\$ 4,725,000	\$ -
Athletic Complex Phase 1	New construction	\$ -		\$ -	
PROJECT 069	New A/E	\$ -	\$ -	\$ -	
	New FF&E	\$ -		\$ -	
	Existing HS Ath Bldg Reno	\$ -		\$ -	
	Existing HS City Gym Reno	\$ -		\$ -	
	Pool	\$ -		\$ -	
	total project	\$ -	\$ -	\$ -	\$ -
Total Construction Budget		\$ 5,400,000	\$ 163,438	\$ 4,725,000	\$ -
Total Bond Budget & Encumbrances					
Budget 2023					
Non-Construction		\$ 4,898,944	\$ 936,663	\$ 6,719,791	\$ 2,244,113
Construction		\$ 5,400,000	\$ 163,438	\$ 4,725,000	\$ -
Total budget		\$ 10,298,944	\$ 1,100,101	\$ 11,444,791	\$ 2,244,113
Proceeds Available		\$ 11,851,151		\$ 12,791,200	\$ 12,821,470
Proceeds Available - Cumulative		\$ 10,751,049		\$ 23,542,249	\$ 23,572,519
unbudgeted	Annual	\$ 1,552,207	\$ 10,751,049	\$ 1,346,409	\$ 10,577,357
unbudgeted	Cumulative	\$ 1,552,207	\$ 10,751,049	\$ 2,898,615	\$ 21,328,406
unbudgeted	PREMIUM Cumulative		#REF!		
Non- L/P		\$ 10,298,944		\$ 11,444,791	
L/P		\$ -		\$ -	

2017 Bond Budget Worksheet

Authorized February 14th, 2017

8/31/2024

Fiscal Year	2024-25		BOND TO DATE		2017 BOND BUDGET
	bond sale 6/1/2023				
Sale	\$ 13,365,000		\$ 71,365,000		\$ 74,000,000
Transportation			\$ 2,635,000		
Bond Premium	\$ 541,094				
Issuance	\$ (222,278)				\$ (923,415)
Available Proceeds	\$ 13,683,816				\$ 73,076,585
Investments	\$ 25,992				\$ 495,892
TOTAL AVAILABLE PROCEEDS	\$ 13,709,808				\$ 73,572,478
Bond Line Items (non-construction)					
Budget	Budget	FY25 TO DATE	Exp Bond to Date		
Maint-Reno	\$ 10,037,475	\$ 3,725,124	\$ 10,331,587		\$ 16,643,938
Textbooks	\$ -	\$ 62,863	\$ 2,010,383		\$ 1,947,520
Technology	\$ -	\$ 391,376	\$ 4,239,591		\$ 3,848,215
Security	\$ -	\$ 82,828	\$ 596,028		\$ 513,199
Transportation	\$ -	\$ 20,109	\$ 1,815,836		\$ 1,795,727
Band / Music	\$ -	\$ 10,791	\$ 245,982		\$ 235,191
OES	\$ -	\$ 245,656			
2023 LRF & Bond Services (33)			\$ 84,346		\$ 84,346
Total non-construction budget	\$ 10,037,475	\$ 4,538,747	\$ 19,323,754		\$ 25,068,138
Bond Construction Line Items					
Budget					
Westwood lease purchase pmts	\$ 13,102,560	\$ 13,102,560	\$ 25,363,864		\$ 25,363,864
sangre ridge					
80	\$ -		\$ 4,694,489		\$ 4,694,489
	\$ -		\$ 122,482		\$ 122,482
	\$ -		\$ 341,676		\$ 341,676
total project	\$ -		\$ 5,158,648		\$ 5,158,648
middle school					
81	\$ -		\$ 7,709,816		\$ 7,709,816
	\$ -		\$ 225,191		\$ 225,191
	\$ -		\$ 577,767		\$ 577,767
total project	\$ -		\$ 8,512,775		\$ 8,512,775
junior high					
82	\$ -		\$ 8,523,216		\$ 8,523,216
	\$ -		\$ 355,044		\$ 355,044
	\$ -		\$ 709,675		\$ 709,675
total project	\$ -		\$ 9,587,934		\$ 9,587,934
skyline					
85	\$ -		\$ 2,483,504		\$ 2,483,504
	\$ -		\$ 69,256		\$ 69,256
	\$ -		\$ 111,700		\$ 111,700
	\$ -		\$ 87,250		\$ 87,250
total project	\$ -		\$ 2,751,710		\$ 2,751,710
Total Construction Budget	\$ 13,102,560	\$ 13,102,560	\$ 51,374,931		\$ 51,374,931
Total Bond Budget & Encumbrances					
Budget					
Non-Construction	\$ 10,037,475	\$ 4,538,747	\$ 19,569,410		\$ 25,068,138
Construction	\$ 13,102,560	\$ 13,102,560	\$ 51,374,931		\$ 51,374,931
Total budget	\$ 23,140,035	\$ 17,641,307	\$ 70,944,340		\$ 76,443,068
Unbudgeted Cumulative	\$ 0	\$ 5,498,728			

Total moved to lease purchase from other projects

Maint-Reno	\$ -
Technology	\$ -
Security	
Transportation	
Total	\$ -

Fiscal Year	2023-24		total bond budget
	projected bond sale 6/1/2023		
Sale	\$ -		\$ 2,635,000
Premium			\$ 9,270
Issuance			\$ (47,836)
Available Proceeds			\$ 2,596,433
Bond Construction Line Items			
Budget			
Westwood lease purchase pmts	\$ -		\$ 2,592,960
REMAINING PROCEEDS	\$ 3,473		\$ 3,473



STILLWATER PUBLIC SCHOOLS
STILLWATER BOARD OF EDUCATION

PREPARED BY: Bo Gamble, Assistant Superintendent of Operations

APPROVED BY: Uwe Gordon, Superintendent

DATE: September 10, 2024

AGENDA ITEM: 7A

Receive Bond 2023 Update.

BOARD ACTION REQUESTED:

This is an information item only. No board action is requested.

BACKGROUND INFORMATION:

Attached to this memo is an update on Bond 2023.

SPS BOND 2023 PROJECTS REPORT

09.10.2024



SPS OES IMPROVEMENTS

Construction is underway to allow SPS Technology Department to vacate their Cimmaron Plaza location and relocate to OES.

- Owner, Architect, and Constructor (OAC) meetings are scheduled for every three weeks to review construction progress.
- Phase 1 South Building: progress includes; finishes and MEP fixture installation; clean-up with Substantial Completion schedule for the end of September.
- Phase 2 North Building: progress includes; CMU walls at district server room is complete, MEP rough-in and metal stud framing is ongoing with Substantial Completion scheduled for the end of October
- Chiller and Boiler Replacement: Equipment has been ordered with Substantial Completion scheduled for the end of October pending receipt of equipment.

SPS OES IMPROVEMENTS

OES South Building



SPS OES IMPROVEMENTS

OES North Building



SPS OES

TRANSPORTATION IMPROVEMENTS

505 Architects has begun the Design Phase for SPS OES Phase 2 Transportation Improvements to allow SPS Transportation Department to relocate to OES. Scope of the improvements include a office/administration area, bus maintenance area, and new bus parking area.

- Site Topographic survey is underway and scheduled to be complete on 9/16.
- Design Phase is under way with 505 Architects with KUG meetings and is anticipated to be complete on 10/4.
- Project is schedule to submit for bidding and permitting on 11/4.

DEFERRED MAINTENANCE PROJECTS

SPS Richmond HVAC and Roof Improvements/SPS JRHS HVAC and Roof Improvements Projects are in the Construction Phase.

- Richmond Elementary roof replacement, HVAC units, grading and drainage are complete and Punch lists being addressed; Exhaust fans to be installed up receipt of equipment currently anticipated the end of September.
- JRHS roof replacement, HVAC units, grading and drainage are complete and Punch lists being addressed; New gas lines to HVAC units is in progress; Exhaust fans to be installed up receipt of equipment currently anticipated the end of September.

DEFERRED MAINTENANCE PROJECTS

HS Roof Replacement Projects is in the Construction Phase.

- Performing Arts Center reroofing has begun and 60% complete.
- Weight Room Building and Wrestling Building re-roof overlay complete; working on Punch list.
- Stadium reroofing is scheduled to occur the two weeks between the dates of the two home SPS football games in September.
- Field House reroofing scheduled to begin in mid-September.

HS PHASE 1

HS Phase 1 Construction Phase

- Owner, Architect, and Constructor (OAC) meetings are scheduled for every two weeks to review construction progress.
- Cimarron Plaza Demolition occurs over 3 phases. Phase 3 beginning in November after SPS IT has relocated to OES.
- Public Infrastructure Improvements construction work complete and pending final 30 day post install testing to be completed around September 21st.
- SPS and 505 Architects has issued a response to the City of Stillwater TIA (Traffic Analysis) comments. It is anticipated to have the full building permit by mid-September. Construction is proceeding under a conditional building permit that allows all construction to proceed except for activities within active utility easements that are currently in the process of being vacated.
- 505 Architects continues to received Submittals from Willowbrook for various systems and materials and is currently reviewing.

HS PHASE 1

HS Phase 1 Construction Phase

- Proposal Request 05 has been issued to Willowbrook for pricing, which contains the modifications to the south wing to allow the SPS HS Phase 2 PA Wing to connect.
- Proposal Request 06 has been issued to Willowbrook for pricing; which contains the SPS HS Phase 2 PA Wing (Area 6) Piers. This allows for the uninterrupted continuation of the construction of the piers by a singular subcontractor.
- Building pad is near completion.
- Construction has begun of the over 200 piers beginning with Area 1 (North Wing) then proceeding south thru the remaining 5 Areas, then ending in Phase 2 PA Wing Area 6. Pier depths are tracking close to the estimated design depths per the geotechnical engineers report.
- Underground MEP is scheduled to begin mid-September starting at Area 1.
- Private utility storm line construction has begun.
- Precast Concrete (Shear Walls) off-site fabrication scheduled to begin mid-September.

HS PHASE 1

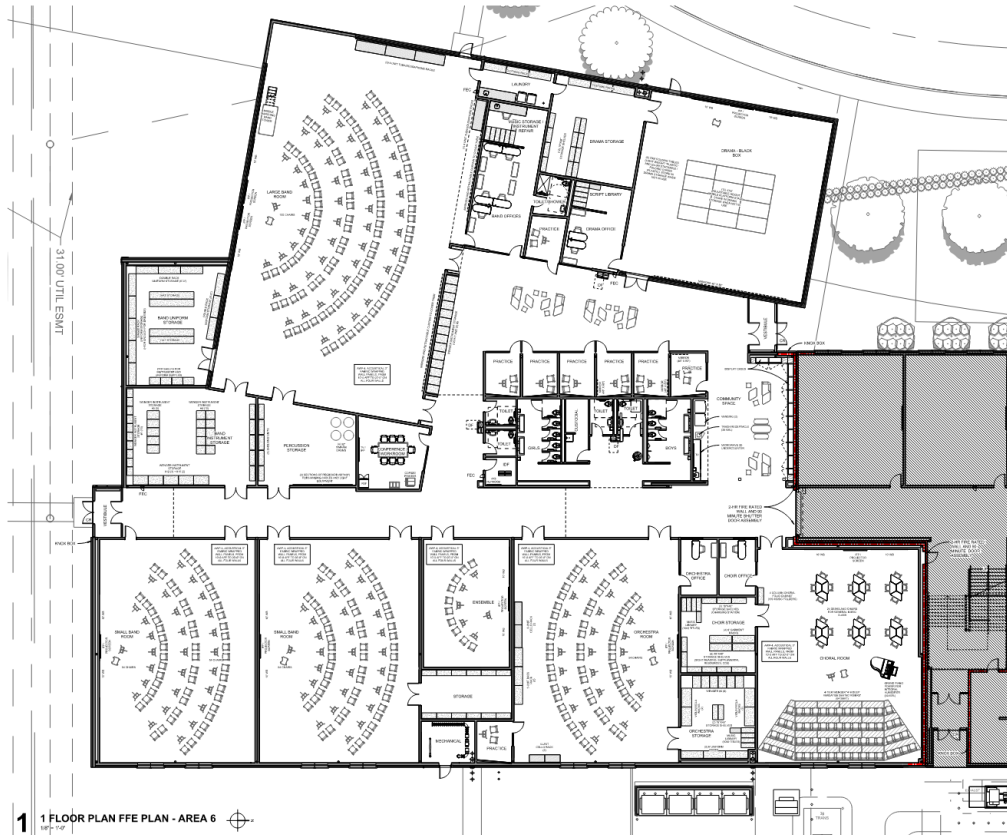


HS PHASE 2 PA WING

HS Phase 2 PA Wing Design Phase is complete.

- 505 Architects meet with both SPS Staff and PA KUG on 8/28 and reviewed the interior design as we move into documentation of the specific details within each space.
- 505 Architects submitted on 8/30 the 75% Progress Construction Documentation package to Willowbrook to update their estimated opinion of construction cost.
- 505 Architects has begun the Construction Documents Phase and is scheduled to be complete in October to submit to Willowbrook for bidding and to the City for permit review.
- Construction Bids are anticipated for the November BOE meeting for BOE Award of construction Bids and execution of Amendment to the GMP for the Phase 2 PA Wing scope of Work.
- Construction will be concurrent with the SPS HS Phase 1 and SPS Phase 1 PA Wing is anticipated to be complete in December of 2026.

HS PHASE 2 PA WING



1 FLOOR PLAN FFE PLAN - AREA 6



PERFORMING
ARTS





STILLWATER PUBLIC SCHOOLS

