

Board of Education Regular Meeting

Monday, August 8, 2022 6:00 PM

Board of Education Independent School
District No. 4 Board Room, Board/Adm.
Bldg, Oologah-Talala Public Schools
10700 South 169 Highway Oologah,
Oklahoma 74053

Agenda

- I. ORDER OF BUSINESS
 - A. Call meeting to order
 - B. Roll call and record names of members present
 - C. Pledge of Allegiance
- II. PRESENTATIONS
 - A. Recognize and hear from visitors (public participation)
 - B. Financial Report
 - C. Title IX Compliance Report
 - D. Assistant Superintendent's Report
 - Teaching and Learning
 - PD
 - Federal Programs
 - E. Administrator's Report
 1. Principals' Introduction of new personnel
 - F. Superintendent's Report
 - Construction Status
 - Finances
 - Redistricting
 - Accreditation Status
 - National Public Lands Day 2022
- III. CONSENT AGENDA (These items may be approved by one Board motion, unless any Board member desires to have a separate vote on any or all of these items).
 - A. Discussion and Consideration for approval of the minutes of the Regular Board meeting on July 11, 2022
 - B. Discussion and Consideration for approval of the following warrants and encumbrances:
 - General Fund Encumbrances: 135-174
 - General Fund Warrants: 1-66
 - Building Fund Encumbrances: 29-44
 - Building Fund Warrants: 1-25
 - Building Bond Funds Encumbrance: 172-175
 - C. Discussion and Consideration for approval of financial reports, (General Fund, Building Fund, Building Bond Funds, Activity Funds).
 - D. Discussion and Consideration for approval of the following activity fund transfers:
 - Transfer #2 from adult pop to HS misc

- E. Discussion and Consideration for approval of the following fundraiser requests:
 - Mini Mustang Volleyball Camp, Sept 2, 2022

IV. ADMINISTRATIVE

- A. Recommendation, consideration, and action on appointing David Wilkins authorized representative of the Oologah-Talala Board in preparing and/or signing documents, reports, application and claims pertaining to the installation and operation of all programs within the school district
- B. Recommendation, Consideration, and Action on approving athletic gate admission prices for the 2022-2023 school year
 - \$5.00 for Adults and Students for Middle School, JV and Varsity events
- C. Recommendation, Consideration, and Action on approving MOU with Horizon: Digitally Enhanced Campus for access to online classes for students for the 2022-2023 school year
- D. Recommendation, Consideration, and Action on approving MOU with Town of Oologah (Police Department) for SRO for the 2022-2023 school year
- E. Recommendation, Consideration, and Action on approving Renewal Agreement with Rogers County Board of County Commissioners for the 2022-2023 school year
- F. Recommendation, Consideration, and Action on approving OTPS Emergency Response Plan for the 2022-2023 school year
- G. Recommendation, Consideration, and Action on approving a contract with Key Construction Company for Construction Management
- H. Recommendation, Consideration, and Action on declaring math textbooks and workbooks located at the Middle School as surplus
- I. Recommendation, Consideration, and Action on approving a contract with the Board of regents of the University of Oklahoma for the provision of pre-employment transition services for students who qualify under IDEA or Section 504
- J. Recommendation, Consideration, and Action on approving Oologah Athletics Emergency Action Plan for the 2022-2023 school year
- K. Recommendation, Consideration, and Action on approving student capacity for Student Transfer Availability
- L. Recommendation, Consideration, and Action on approving Breakfast and Lunch Prices for the 2022-2023 school year:
 - Adult Contract Breakfast- \$2.50
 - Adult Contract Lunches- \$4.85
- M. Recommendation, Consideration, and Action on approving a contract with Cintas
- N. Recommendation, Consideration, and Action on approving updates to the following handbooks for the 2022-2023 school year:
 - Elementary Student/ Parent Handbook
 - Secondary Student/ Parent Handbook
 - Faculty Handbook
- O. Recommendation, Consideration, and Action on approving Raising Cane's Sponsorship Agreement

- P. Recommendation, consideration, and action on approving School Site Statutory Waiver/ Deregulation Applications for the following OTPS Sites:
- Deregulation for Library Media Services for HS Library OAC 210:35-9-71
 - Deregulation for Library Media Services for MS Library OAC 210:35-7-61
 - Deregulation for Library Media Services for UE Library OAC 210:35-5-71

V. PERSONNEL

- A. Proposed executive session to discuss Resignations, Hiring of Personnel and/or Extra Duty Assignments. Pursuant to 25 O.S. Sect. 307(B)(1) and (7) of the Open Meeting Law. Items to be discussed are:
- Resignations: Theresia Begley, Kane Jackson, Tim Billingsley, Lacy Hall, Beth Snook, David Williams
 - Hiring: BJ Calcote, Kala McElhaney, Amber Pair, Tishauna Parrett, Jessica Flegal, Marla Jamison, Brittany Sparks, Brandee Frost, Maggie Calcote, Lisa Collier, Sheila Morgan, Tristan Owens, Babbie Berryman, Aaron Warren, Chuck Miller
 - Reassignments: Scott Doss, Boone Upky
 - Amending Superintendent's Contract
- B. Acknowledge Board has returned to open session.
- C. Statement of Board President of executive session minutes compliance
- D. Vote to accept or not accept submitted resignation(s) as listed below:
- Theresia Begley- Cafeteria staff, effective July 20,2022
 - Kane Jackson- HS Assistant Principal, effective July 13, 2022
 - Tim Billingsley- Teacher/ Basketball Coach, effective 7/18/2022
 - Lacy Hall- 3rd Grade Teacher, effective 7/19/2022
 - Beth Snook- OLE Reading Specialist 7/27/2023
 - David Williams- Cafeteria Staff, effective 08/04/2022
- E. Motion and vote to employ or not employ the recommended applicants as listed below for the 2022-2023 school year:
- BJ Calcote- MS Math Paraprofessional/ MS Softball Coach
 - Kala McElhaney- MS/ HS teacher on a temporary contract/ HS Assistant Softball Coach
 - Amber Pair- OLE Teacher on a temporary contract
 - Tishauna Parrett- UE Teacher on a temporary contract
 - Jessica Flegal- Paraprofessional
 - Marla Jamison- Child Nutrition Specialist
 - Brittany Sparks- UE Teacher on a temporary contract
 - Brandee Frost- Paraprofessional
 - Maggie Calcote- Paraprofessional
 - Lisa Collier- Paraprofessional
 - Sheila Morgan- OLE Teacher on a temporary contract
 - Tristan Owens- Head Track and Cross Country Coach
 - Babbie Berryman- Child Nutrition Specialist

-Aaron Warren- Asst HS Football Coach

-Chuck Miller- Child Nutrition Specialist

F. Motion and Vote to approve the following reassignments:

- Scott Doss- From MS AP to HS AP

- Boone Upky- From LE AP to MS AP

G. Motion and Vote to approve teacher contracts for the 2022-2023 school year

H. Motion and vote to amend the Superintendent's contract with regards to the base salary

VI. NEW BUSINESS

VII. MOTION AND VOTE TO ADJOURN

**Oologah-Talala Public Schools
Board of Education Regular Meeting
Board of Education Independent School District No. 4 Board Room, Board/Adm. Bldg,
Oologah-Talala Public Schools 10700 South 169 Highway Oologah, Oklahoma 74053
Monday, July 11, 2022 at 6:00 PM**

MINUTES

I. ORDER OF BUSINESS

Attendance Taken at 6:00 PM. Brent Kellogg: Present, Joe Koster: Present, Robert Powell: Present, Lynda Runner: Absent, Don Tice: Present.

I.A. Call meeting to order

I.B. Roll call and record names of members present

I.C. Pledge of Allegiance

II. PRESENTATIONS

II.A. Recognize and hear from visitors (public participation)

II.B. Financial Report

Mrs. Rogers explained to the Board that due to our office having no errors on our audit this past year, we have been offered the opportunity to do a virtual estimate of needs. She was pleased to say that our estimated carryover will be approximately \$1.58 million.

II.C. Title IX Compliance Report

Dr. Wilkins updated the Board that we have all of Title IX training lined up for Fall.

II.D. Superintendent's Report

-Construction Status

-Finances

-Teacher Negotiations

-Teaching and Learning Plan (Sarah Noble)

The turf is done and looks really good, and the middle school flooring is complete for the third time. Maintenance crews have been working hard this summer with landscaping, a/c units at the Lower, and the press box is being gutted with new a/c, flooring, and windows. We are working with Key Construction to redo the concrete around the concession stand as well as

locker room ceiling, but that may be a couple month long project.

Mrs. May talked about gate price increase due to an increase in officials cost, so she is looking at \$5 across the board for gate prices.

Negotiations have gone very well, and the work of the negotiations team helped wrap things up quickly.

With regards to the Teaching and learning plan, Dr. Wilkins applauds the teams' work on getting this done.

Sara Noble made a presentation Blueprint for Excellence Committee saying she wanted to bring consistency across the district.

She met with 4 teachers from each building and came up with 3 pillars of learning focusing on the whole child because we want to make sure we focus on learning as well; not just teaching, vertical alignment, and how can we continue to move forward.

III. CONSENT AGENDA (These items may be approved by one Board motion, unless any Board member desires to have a separate vote on any or all of these items).

Motion made to approve consent agenda A-F.

Motion made by: Robert Powell Motion 2nd by: Joe Koster.

Motion Passed

Brent Kellogg: Yes, Joe Koster: Yes, Robert Powell: Yes, Don Tice: Yes

III.A. Discussion and Consideration for approval of the following OTPS Board of Education minutes:

- Special Meeting on June 2, 2022
- Regular Meeting on June 13, 2022
- Special Meeting on June 20, 2022

III.B. Discussion and Consideration for approval of the following warrants and encumbrances:

- General Fund Encumbrances: 1-134
- General Fund Warrants: 4357-4851

- Building Fund Encumbrances: 1-28
- Building Fund Warrants: 594-680
- Building Bond Funds Encumbrance: 170-171
- Building Bond Funds Warrants: n/a
- Sinking Fund Warrants: 3

III.C. Discussion and Consideration for approval of financial reports, (General Fund, Building Fund, Building Bond Funds, Activity Funds).

III.D. Discussion and Consideration for approval of the following activity fund transfers:
#60-63

III.E. Discussion and Consideration for approval of the following fundraiser requests:

- Mustang Magic Color Run
- Personalized Parking Spots

III.F. Discussion and consideration for approval of updated Student Transfer Availability numbers.

IV. ADMINISTRATIVE

IV.A. Recommendation, Consideration, and Action on approving OTPS Teaching and Learning Plan for the 2022-2023 school year

Motion made to approve Teaching and Learning Plan.

Motion made by: Don Tice Motion 2nd by: Robert Powell.

Motion Passed

Brent Kellogg: Yes, Joe Koster: Yes, Robert Powell: Yes, Don Tice: Yes

IV.B. Recommendation, Consideration, and Action on approving contract with Ignite2Unite, LLC

Motion made to approve contract with Ignite2Unite.

Motion made by: Don Tice Motion 2nd by: Robert Powell.

Motion Passed

Brent Kellogg: Yes, Joe Koster: Yes, Robert Powell: Yes, Don Tice: Yes

IV.C. Recommendation, Consideration, and Action on approving a contract with Oklahoma Department of Rehabilitation for the 2022-2023 school year

Motion made to approve OK DRS Contract.

Motion made by: Joe Koster Motion 2nd by: Don Tice.

Motion Passed

Brent Kellogg: Yes, Joe Koster: Yes, Robert Powell: Yes, Don Tice: Yes

IV.D. Recommendation, Consideration, and Action on approving a contract with Pediatric Assessment and Counseling Services, LLC for the 2022-2023 school year

Motion made to approve contract with Pediatric Counseling.

Motion made by: Joe Koster Motion 2nd by: Robert Powell.

Motion Passed

Brent Kellogg: Yes, Joe Koster: Yes, Robert Powell: Yes, Don Tice: Yes

IV.E. Recommendation, Consideration, and Action on approving a contract with Beth Anne Manipella, PLLC for the provision of Occupational Therapy services during the 2022-2023 school year

Motion made to approve contract with BethAnne Manipella.

Motion made by: Don Tice Motion 2nd by: Joe Koster.

Motion Passed

Brent Kellogg: Yes, Joe Koster: Yes, Robert Powell: Yes, Don Tice: Yes

IV.F. Recommendation, Consideration, and Action on approving a contract with Integrative Physical Therapy, P.C. for PT services for the 2022-2023 school year

Motion made to approve contract with Integrative PT.

Motion made by: Don Tice Motion 2nd by: Joe Koster.

Motion Passed

Brent Kellogg: Yes, Joe Koster: Yes, Robert Powell: Yes, Don Tice: Yes

IV.G. Recommendation, Consideration, and Action on approving a contract with Melissa Holmes, SLPA for speech and language therapy services for the 2022-2023 school year

Motion made to approve contract with Melissa Holmes.

Motion made by: Don Tice Motion 2nd by: Robert Powell.

Motion Passed

Brent Kellogg: Yes, Joe Koster: Yes, Robert Powell: Yes, Don Tice: Yes

IV.H. Recommendation, Consideration, and Action on approving a Memorandum of Agreement with Peoples Family Counseling for the 2022-2023 school year

Motion made to approve MOU with Peoples.

Motion made by: Robert Powell Motion 2nd by: Don Tice.

Motion Passed

Brent Kellogg: Yes, Joe Koster: Yes, Robert Powell: Yes, Don Tice: Yes

IV.I. Recommendation, Consideration, and Action on approving MOU with Grand Lakes Mental Health Center for the 2022-2023 school year

Motion made to approve MOU with Grand Lake Mental Health.

Motion made by: Robert Powell Motion 2nd by: Don Tice.

Motion Passed

Brent Kellogg: Yes, Joe Koster: Yes, Robert Powell: Yes, Don Tice: Yes

IV.J. Recommendation, Consideration, and Action on approving MOU with Alliance Mental Health for the 2022-2023 school year

Motion made to approve MOU with Alliance.

Motion made by: Don Tice Motion 2nd by: Joe Koster.

Motion Passed

Brent Kellogg: Yes, Joe Koster: Yes, Robert Powell: Yes, Don Tice: Yes

IV.K. Recommendation, Consideration, and Action on approving Cherokee Language classes taken at RSU as dual credit language courses for Oologah High School

Motion made to approve Cherokee Language Classes.

Motion made by: Joe Koster Motion 2nd by: Robert Powell.

Motion Passed

Brent Kellogg: Yes, Joe Koster: Yes, Robert Powell: Yes, Don Tice: Yes

IV.L. Recommendation, Consideration, and Action on declaring the following items as surplus:

-265 monitors

-32 desktop computers

Motion made to approve items as surplus.

Motion made by: Robert Powell Motion 2nd by: Don Tice.

Motion Passed

Brent Kellogg: Yes, Joe Koster: Yes, Robert Powell: Yes, Don Tice: Yes

IV.M. Recommendation, Consideration, and Action on approving bid for weightlifting equipment to fully equip both weight rooms

Motion made to approve bid from Rep Fitness.

Motion made by: Don Tice Motion 2nd by: Robert Powell.

Motion Passed

Brent Kellogg: Yes, Joe Koster: Yes, Robert Powell: Yes, Don Tice: Yes

IV.N. Recommendation, Consideration, and Action to appoint a Board member as the Board's representative as the OSSBA legislative liaison for the 2022-2023 school year.

Motion made to approve appointment of Joe Koster for liaison.

Motion made by: Robert Powell Motion 2nd by: Don Tice.

Motion Passed

Brent Kellogg: Yes, Joe Koster: Yes, Robert Powell: Yes, Don Tice: Yes

IV.O. Recommendation, consideration, and Action on approving Oklahoma Department of Career and Technology Education contract for Secondary Career and Technology Education programs for the 2022-2023 school year.

Motion made to approve Career Tech Contract.

Motion made by: Robert Powell Motion 2nd by: Don Tice.

Motion Passed

Brent Kellogg: Yes, Joe Koster: Yes, Robert Powell: Yes, Don Tice: Yes

IV.P. Recommendation, Consideration, and Action on approving milk bid for Child Nutrition for the 2022-2023 school year.

Motion made to approve milk bid from Hiland.

Motion made by: Don Tice Motion 2nd by: Robert Powell.

Motion Passed

Brent Kellogg: Yes, Joe Koster: Yes, Robert Powell: Yes, Don Tice: Yes

IV.Q. Recommendation, Consideration, and Action on approving the following handbooks:
-Elementary Student Handbook

-Secondary Student Handbook

-Transportation Handbook

Motion made to approve Handbooks as submitted.

Motion made by: Joe Koster Motion 2nd by: Robert Powell.

Motion Passed

Brent Kellogg: Yes, Joe Koster: Yes, Robert Powell: Yes, Don Tice: Yes

IV.R. Recommendation, Consideration, and Action on approving the Discipline Matrix.

Motion made to approve discipline matrix.

Motion made by: Robert Powell Motion 2nd by: Don Tice.

Motion Passed

Brent Kellogg: Yes, Joe Koster: Yes, Robert Powell: Yes, Don Tice: Yes

IV.S. Recommendation, Consideration, and Action on approving a contract with BSN Sports/Under Armour for athletic program supplies, apparel, and equipment.

Motion made to approve contract with BSN Sports.

Motion made by: Joe Koster Motion 2nd by: Don Tice.

Motion Passed

Brent Kellogg: Yes, Joe Koster: Yes, Robert Powell: Yes, Don Tice: Yes

V. PERSONNEL

V.A. Proposed executive session to discuss Resignations, Hiring of Personnel and/or Extra Duty Assignments. Pursuant to 25 O.S. Sect. 307(B)(1) and (7) of the Open Meeting Law. Items to be discussed are:

-Hiring: Ryan Harris, Heather Powers, Nikki Prock, Lacy Reed, Cody Pair

-Resignations: Shelly Langbehn, Amy Jahn, Jason Brown

-Amending the Superintendent's contract

Motion made to so made.

Motion made by: Robert Powell Motion 2nd by: Don Tice.

Motion Passed

Brent Kellogg: Yes, Joe Koster: Yes, Robert Powell: Yes, Don Tice: Yes

V.B. Acknowledge Board has returned to open session.

V.C. Statement of Board President of executive session minutes compliance

V.D. Motion and vote to amend the Superintendent's contract with regards to the base salary.

Motion Tabled until August meeting.

Motion made by: Robert Powell Motion 2nd by: Joe Koster.

Motion Tabled

Brent Kellogg: Yes, Joe Koster: Yes, Robert Powell: Yes, Don Tice: Yes

V.E. Vote to accept or not accept submitted resignation(s) as listed below:

-Shelly Langbehn- Paraprofessional, effective June 20, 2022

-Amy Jahn- HS Teacher/Coach, effective, June 17, 2022

-Jason Brown- MS Teacher/Head Baseball and Softball Coach, effective July 5, 2022

Motion made to accept resignations as submitted.

Motion made by: Robert Powell Motion 2nd by: Don Tice.

Motion Passed

Brent Kellogg: Yes, Joe Koster: Yes, Robert Powell: Yes, Don Tice: Yes

V.F. Motion and vote to employ or not employ the recommended applicants as listed below:

-Ryan Harris- HS Teacher on a temporary contract for the 2022-2023 school year

-Heather Powers- Lower Elementary Paraprofessional for the 2022-2023 school year

-Nikki Prock- HS English Teacher on a temporary contract for the 2022-2023 school year

-Lacy Reed - Upper Elementary Special Education Teacher on a temporary contract for the

2022-2023 school year

-Cody Pair- MS Math Teacher on a temporary contract for the 2022-2023 school year

Motion made to employ applicants as recommended.

Motion made by: Robert Powell Motion 2nd by: Joe Koster.

Motion Passed

Brent Kellogg: Yes, Joe Koster: Yes, Robert Powell: Yes, Don Tice: Yes

V.G. Motion and vote to approve or not approve the extra duty assignments/contracts as listed below:

-Cody Pair- Head Baseball Coach and Head Softball Coach for the 2022-2023 school year

Motion made to approve extra duty assignments.

Motion made by: Robert Powell Motion 2nd by: Joe Koster.

Motion Passed

Brent Kellogg: Yes, Joe Koster: Yes, Robert Powell: Yes, Don Tice: Yes

VI. NEW BUSINESS

VII. MOTION AND VOTE TO ADJOURN

Motion so made.

Motion made by: Robert Powell Motion 2nd by: Don Tice.

Motion Passed

Brent Kellogg: Yes, Joe Koster: Yes, Robert Powell: Yes, Don Tice: Yes

**PURCHASE ORDER
OOLOGAH-TALALA PUBLIC SCHOOLS
P.O. BOX 189
10700 S. 169 HWY
OOLOGAH, OK 74053**

SHIP TO: OOLOGAH-TALALA PUBLIC SCHOOLS
P.O. BOX 189
10700 S. 169 HWY
Oologah, OK 74053

P.O. NO: 2023-38-172
P.O. AMOUNT: \$125,184.09
P.O. DATE: August 8, 2022

TO: REP
601 E 64th ve., Unit C-100
Denver, CO 80229
720-420-1731

Encumbered by: _____

Requested by: Breanna Rogers

Description	Unit Price	Quantity	Ext. Price
2019 Combined General Purpose Bond			
See Quote -QUO205	\$125,184.09	1	\$125,184.09
TOTAL			\$125,184.09

PURCHASE ORDER
OOLOGAH-TALALA PUBLIC SCHOOLS
P.O. BOX 189
10700 S. 169 HWY
OOLOGAH, OK 74053

SHIP TO: OOLOGAH-TALALA PUBLIC SCHOOLS **P.O. NO:** 2023-38-173
P.O. BOX 189
10700 S. 169 HWY **P.O. AMOUNT:** \$63,440.00
Oologah, OK 74053 **P.O. DATE:** August 8, 2022

TO: Jack Kissee Ford
760 S Lynn Riggs Blvd.
Claremore, OK 74017
918-341-0101

Encumbered by: _____

Requested by: Breanna Rogers

Description	Unit Price	Quantity	Ext. Price
2019 Combined General Purpose Bond			
2022 F250 4x4 crew cab truck	\$49,630.00	1	\$49,630.00
Diesel Engine	\$10,495.00	1	\$10,495.00
Accessories (floor mats, hitch prep, etc.)	\$1,620.00	1	\$1,620.00
Destination/Delivery	\$1,695.00	1	\$1,695.00
TOTAL			\$63,440.00





Preview Order 001S - W2B 4x4 Crew Cab SRW: Order Summary Time of Preview: 03/30/2022 14:12:12

Dealership Name: Jack Kissee Ford, Inc.

Sales Code : F52400

Dealer Rep.	Lyle Johnston	Type	Retail	Vehicle Line	Superduty	Order Code	001S
Customer Name	O OOLOGAH	Priority Code	10	Model Year	2022	Price Level	250

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F250 4X4 CREW CAB PICKUP/176	\$49630	GOOSENECK HITCH KIT	\$250
176 INCH WHEELBASE	\$0	ALL WEATHER MATS W/O CARPT MAT	\$130
OXFORD WHITE	\$0	FLOOR MAT IN LIEU OF CARPET	\$-50
40/20/40 CLOTH SEAT	\$0	10400# GVWR PACKAGE	\$0
MEDIUM EARTH GRAY	\$0	ENGINE BLOCK HEATER	\$100
PREFERRED EQUIPMENT PKG.603A	\$0	SKID PLATES	\$100
.XLT TRIM	\$0	50 STATE EMISSIONS	\$0
.AM/FM STEREO MP3/CLK	\$0	SPARE TIRE AND WHEEL	\$0
6.7L POWER STROKE V8 DIESEL	\$10495	5TH WHEEL HITCH PREP PACKAGE	\$500
10-SPEED AUTOMATIC	\$0	JACK	\$0
LT275/65R18E BSW ALL SEASON	\$0	200AMP(6.2L)/240CMP(6.7L) ALTR	\$0
3.55 ELECTRONIC-LOCKING AXLE	\$390	REAR CHMSL CAMERA	\$200
JOB #1 ORDER	\$0	FUEL CHARGE	\$0
TRAILER TOWING PACKAGE	\$0	PRICED DORA	\$0
CV LOT MANAGEMENT	\$0	DESTINATION & DELIVERY	\$1695
TEXAS/OKLAHOMA EDITION	\$0		
TOTAL BASE AND OPTIONS			MSRP
DISCOUNTS			\$63440
TOTAL			NA
			\$63440

Customer Name: _____ Customer Email: _____

Customer Address: _____ Customer Phone: _____

_____ 4/16/22
Customer Signature Date

This is not an invoice.

**PURCHASE ORDER
OOLOGAH-TALALA PUBLIC SCHOOLS
P.O. BOX 189
10700 S. 169 HWY
OOLOGAH, OK 74053**

SHIP TO:	OOLOGAH-TALALA PUBLIC SCHOOLS P.O. BOX 189 10700 S. 169 HWY Oologah, OK 74053	P.O. NO:	2023-38-174
		P.O. AMOUNT:	\$43,074.00
		P.O. DATE:	August 8, 2022

TO: Ross Transportation
2500 S Meridian
Oklahoma, City, OK 73108
405-681-6691

Encumbered by: _____

Requested by: Breanna Rogers

Description	Unit Price	Quantity	Ext. Price
2019 Combined General Purpose Bond			
2022 14 passengr Mini Bus MicroBird	\$43,074.00	1	\$43,074.00
TOTAL			\$43,074.00



2500 South Meridian • Oklahoma City, OK 73108-1744
 Office: 405-681-6691 • Toll Free: 800-965-7677 • Fax: 405-681-6693

DISTRIBUTORS OF **BLUE BIRD** SCHOOL BUSES

Corporate Office
 Ryan Ross, General Manager

Oklahoma Sales
 Todd Miller, Sales Representative

BID TO: Oologah - Talala Public Schools
ADDRESS: 10700 S. Hwy 169
CITY/STATE/ZIP: Oologah, Oklahoma 74053

CONTACT: Mr. Jeff Cluck, Transportation Dir.
TELEPHONE: 918-443-6000
BID DUE DATE: Immediate

GENERAL DESCRIPTION: State Bid SW0110

2022 Model Year, (Type A) School Bus

14 Passenger Capacity – STD School Bus Bench Seating

Make: Micro Bird by Girardin
Model: 139" Wheelbase (Dual Wheel), (14) Passenger Capacity w/ Wheel-wells, (4) Rows, 12,300lb GVWR

Body Specifications:

- Air Conditioning:** Dash OEM Chevrolet + 85K Rear System: 70K Total BTU/A/C w/ Skirt Mounted Condenser and 2nd Compressor
- Back-Up Alarm:** 112DBA, Safety Horn SAE-operates in reverse gear
- Bumper:** Pressed Channel, Flanged 2" Top/Bottom w/ 1" Square Tubing Reinforcement
- Child Detection:** Warning Light Activated, 8-Way Engaged, Headlight and Horn Alarm
- Entrance Door:** Double-Out Electric Entrance Door: Clear Glass, Laminate (Non-Tinted), 32" Wide (10 year, 200,000-cycle tested)
 Grey Head Pads above All Doors
 (2) Step Step-well w/ White Nosing
- Exit:** Rear Door Center Mounted with Upper/Lower Glass (tint 26% light transmittance)
 Retainer RR Emergency Door
 RR Door Latch/Slide Bar/ 3PT w/ Ajar Buzzer
 Vandalock: Interlock Rear Emergency Door
- Emergency Exit:** Roof Hatch: Econovent
- Floor Covering:** Push-out Windows: (1) Per side – (2) Per Body (Black Frame)
 Black Zenith - Ribbed Isle w/ White Nosing and Smooth under Seats (Zenith)
 Plywood Flooring: 1/2" Treated
 Floor Steel: 14ga
 Seamed / Weather Sealed Flooring
- Gravel Shield:** Injection plastic, Installed on lower FRT sections of each body side, 12"H, flanged 3 1/4" under body
- Head Room:** 76" @ Center Isle
- Heaters:** FRT Heater & Defroster: Supplied By Chevrolet (OEM)
 Rear Under Seat: 42,000 BTU
 Defroster Fan: RH mounted above windshield (2-Speed)
 Heater Valve Bleeder & Shut Off Valve Cable Under Body (Manual)
- Insulation:** 1 1/2" thick fiberglass in the headlining, Side, FRT and Rear walls (Includes roof bows)
- Lettering:** OOLOGAH-TALALA PUBLIC SCHOOL District Name on Both Sides in 5.5" Lettering
 "SCHOOL BUS" Decal Reflective
 "Seating Capacity" GVWR & Height – Exterior Lettering
 Numbers Provided – LH / RH / Front and Rear
- Lights:** Back-up Lights: (2) White recessed 4" Incandescent
 Clearance Lights/Marker: (2) red rear & (2) amber FRT, recessed LED, combination side marker/clearance lamps
 Directional Lights: FRT supplied by Chevrolet (OEM) / Rear turn signals: (2) recessed 7" amber LED
 Directional Lights (Side): Amber, LED w/ armor
 Dome Lights: (4) in Roof Skin - LED
 Identification Lights: (3) Recesses Red, Rear Cap, LED / (3) Recessed Amber, FRT Cap, LED
 Step-well Light: Interior- LED, Exterior - Incandescent

Warning System: Stop & tail: (2) recessed 7" red stop/tail, LED / (2) recessed 4" red stop/tail, LED
Wiring System: Entrance Door: Exterior by Step-well - Incandescent
 License Plate Light: LED
 Non-Sequential Wiring System: (8 Way) (2) Red & (2) Amber FRT & Rear of Vehicle (LED) w/ Hoods
 STD w/ Solenoid (Complete Body-wiring diagram supplied by Manufacturer.)
Mirrors: Exterior: Rearview: Heated & Remote Controlled, ROSCO "Accustyle"
 Cross-view: Heated, ROSCO "Mini-Hawkeye"
 Interior: 6x16 Flat Mirror w/ Padded edge
Mud Flaps: FRT & Rear Mud Flaps
Paint: Exterior: National School Bus Yellow High-Gloss Acrylic Urethane
 Exterior trim: Black- Includes Black around Warning Lamps 3"
 Exterior Roof: White
 Interior: White w/ Grey Trim
Radio: AM/FM/MP3 w/ (4) Speakers
Reflective Tape: 2" Yellow Reflective tape: Rear Perimeter & Sides / Rear Emergency Door: Reflective Tape / 1" Yellow, Tape: P/O Windows
Rub Rails: Floor, Seat, Window, Skirt (Painted Black)
Safety Equipment: 5lb fire extinguisher, First Aid Kit Oklahoma Spec, Body Fluid Clean-up Kit, (3) Triangle Warning Devices, Seat Belt Cutter
Seating: DOT approved Gray, 36", Fire Block High-back Standard bench seating
Capacity: 14 seated passengers
Note: No Seat Belts Installed
Barriers: DOT Approved Barriers 36" LH&RH Gray, Fire block, High Back w/ RH Kick Panel and 1.25" LH & RH SS Grab Rails
Driver's Seat: Vinyl, Supplied by Chevrolet OEM w/ Isle Side Arm Rest w/ Orange Seat Belt
(Please Review Floor Plan for Seat Size and Placement)
Static Roof Vent: Non-closing static roof vent
Stop Arm: SMI, LED / Strobe
Switches: Rocker - Type, w/ Pilot light integrated into each switch, back lighted (includes Noise Suppression Switch)
Testing: Altoona Tested (7 Year / 200,000 mile STURAA)
Undercoating: Full Body Undercoating
Video Surveillance: SEON Digital w/ Three (3) lens: FRT Mount, Driver / Stepwell and Stop Arm
Windows: Side: tint 26% light transmittance, w/ 2 Push-out windows (1) per side, Black framed
 Rear: tint 26% light transmittance
Windshield: Glass area (between A-Pillar and Entrance Door)
Windshield Wipers: OEM Chevrolet
Windshield Washer: OEM Chevrolet Variable Speed, Intermittent
 OEM Chevrolet

Chassis Specifications:

Make: Chevrolet	Model #: GR 1WT Model 3500
Alternator:	Single 220amp (OEM Chevrolet)
GVWR / Suspension:	12,300lb GVWR rating / Suspension: FRT: Independent / Rear: Multi-leaf
Rear GAWR:	8600lbs
FRT GAWR:	4300lbs
Rear Axle Ratio:	3.73
Body Mounts:	Chevrolet OEM Body Mount Cushions (Pucks)
Batteries:	Dual Isolated Batteries: <u>Aux battery contained in box w/ Sliding Tray</u>
Brake System:	4 Wheel Disc Type w/ ABS & Brake Warning Indicator
Bumper (Front):	Chevrolet OEM Painted Black
Chassis Prep:	School Bus Chassis Prep Package- Chevrolet (OEM)
Cruise / Speed Control:	Chevrolet (OEM) Provided
Drive Line:	Guard FRT
Engine:	6.6L Gasoline V8
Exhaust System:	Single horizontal pipe, aluminized steel, Relocated to the LH Side
Fuel Tank:	33 gallon
Gauges:	Speedometer, Voltmeter, Oil pressure, Engine temp., Fuel gauge
Headlights:	(OEM) Chevrolet, Daytime Running Lamps
Horn:	(OEM) Chevrolet Dual Electric
Steering:	Tilt Steering, Driver's Air Bag w/ Power Steering
Tire and Wheels:	FRT and Rear: LT225/75R16-E Tubeless Radials, Highway Tread
Wheels:	16"x6 Steel Rims
Transmission:	6 Speed Automatic w/ Oil Cooler & Over Drive
Tow Hooks:	Rear
Wheelbase:	139"

TOTAL UNIT COST, FOB: School

\$65,074.00, per unit

Contract Title: School Buses
Ross Transportation Contract ID: 5033

- H.5.1 - 14 Passenger Route: \$57,565.00 (Base)
- H.8.1.1 - Chassis: 2022MY, 6.6L GM V8
- H.8.1.2 - Increase in Body / Options
- H.8.1.4 - Air Conditioning
- H.8.1.3: Dealer Installed: Camera System (SEON w/ 3) lens)

DELIVERY TIME:

_180 - 210 Days Upon PO*

Delivery date listed above is based on factory projections as of 11/05/21 and is subject to change without prior notice.

Ryan Ross
ROSS TRANSPORTATION, Inc.

11/06/2021
Date of Bid

Jeff Church
BID ACCEPTED BY SCHOOL DISTRICT OFFICIAL

1/20/22

Date of Acceptance

**PURCHASE ORDER
OOLOGAH-TALALA PUBLIC SCHOOLS
P.O. BOX 189
10700 S. 169 HWY
OOLOGAH, OK 74053**

SHIP TO:	OOLOGAH-TALALA PUBLIC SCHOOLS P.O. BOX 189 10700 S. 169 HWY Oologah, OK 74053	P.O. NO:	2023-38-175
		P.O. AMOUNT:	\$27,108.09
		P.O. DATE:	August 8, 2022

TO: Stout Construction, Inc.
PO Box 1168
Owasso, OK 74055

Encumbered by: _____

Requested by: Breanna Rogers

Description	Unit Price	Quantity	Ext. Price
2019 Combined General Purpose Bond			
Application #15 Project T18048	\$111,600.70	1	\$27,108.09
TOTAL			\$27,108.09

G702 APPLICATION and CERTIFICATE for PAYMENT

To: Oologah Public Schools
 PO Box 189
 Oologah, OK 74053

Project: Oologah Public Schools
 PO Box 189
 10700 S 169 Hwy
 Oologah, OK 74053

From: Stout Construction, Inc
 PO Box 1168
 Owasso, OK 74055

Contract For: Oologah Public Schools
 Via Architect: Boynton Williams

Application No: 15
 App. Date: June 28, 2022
 Period to: OWNER
 CONSTRUCTION MGR.
 ARCHITECT
 CONTRACTOR
 OTHER

Project No: T18048
 Contract Date: March 6, 2019

Distribution to:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet, G703, is attached.

1. ORIGINAL CONTRACT SUM

	3,503,265.48
--	--------------
2. Net Change By Change Orders

	-4,994.07
--	-----------
3. CONTRACT SUM TO DATE

	3,498,271.41
--	--------------
4. TOTAL COMPLETED AND STORED TO DATE

	3,498,271.41
--	--------------
5. RETAINAGE:
 - a. of Completed Work

	0.00
--	------
 - b. of Stored Material

	0.00
--	------

6. TOTAL EARNED LESS RETAINAGE

	0.00
--	------
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

	3,498,271.41
--	--------------
8. CURRENT PAYMENT DUE

	3,471,163.32
--	--------------
9. BALANCE TO FINISH, INCLUDING RETAINAGE

	27,108.09
--	-----------

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	4,056.85
Total approval this Month	0.00	937.22
TOTALS	0.00	4,994.07
NET CHANGES by Change Order		-4,994.07

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Stout Construction, Inc
 By: [Signature] Date: 6/28/22
 Jon Humphrey, President
 State of: Oklahoma County of: Rogers

Subscribed and sworn before me this 28th day of June 2022

Jon Humphrey, President, personally appeared before me, the undersigned Notary Public, and provided satisfactory evidence of identification to be the person whose name is on the document in my presence and swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public: [Signature]
 My Commission Expires: 06/07/2022
 #18907813; \$71.25

ARCHITECT'S CERTIFICATE FOR PAYMENT
 In accordance with the Contract Documents, based on on-site observations by the Architect, and comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated in the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED Approved

AMOUNT CERTIFIED Approved 27,108.09

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified Approved)

ARCHITECT: [Signature]
 By: [Signature] Date: 30 June 22

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Oologah-Talala Public Schools

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 135 - 173, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	135	07/25/2022	19161	RENAISSANCE LEARNING INC	A/R RENEWAL FOR LE & UE	4,900.00
11	136	07/25/2022	10591	SCHOLASTIC BOOK FAIRS - 10	AR/LIBRARY BOOKS	580.00
11	137	07/25/2022	20067	CAPSTONE PRESS INC	BOOKS FOR LE LIBRARY	1,000.00
11	138	07/12/2022	60240	JPMORGAN CHASE BANK, N.A.	000-WRESTLING SUPPLIES	41,748.87
11	139	07/13/2022	20366	BUSINESS PROF OF AMERICA	412-BPA Affiliation fees	400.00
11	140	07/25/2022	19664	AMAZON.COM	070-Technology Supplies	2,000.00
11	141	07/26/2022	10221	OKLA STATE SCHOOL BOARD ASSOC	000-LEADERSHIP CONFERENCE 8/25-8/24/2022	2,400.00
11	142	07/26/2022	60264	OKLA STATEWIDE VIRT CHARTER SCH BD	000-VITUAL SCHOOL PLATFORM	2,595.00
11	143	07/27/2022	29594	SAM'S CLUB DIRECT	412-Blanket FCS supplies, materials, etc.	1,000.00
11	144	07/27/2022	19664	AMAZON.COM	412-Blanket FCS supplies, materials, etc.	1,000.00
11	145	07/28/2022	86913	TAMI B JENNINGS	385-Reimburse travel expenses	97.12
11	146	07/28/2022	60240	JPMORGAN CHASE BANK, N.A.	412-Blanket PO for classroom supplies	1,200.00
11	147	07/28/2022	20134	OKLAHOMA BPA	412-BPA Affiliation Fee	400.00
11	148	07/28/2022	29949	SHL US INC	412-Career Tech testing system annual contract	1,155.00
11	149	07/29/2022	20328	UMB BANK NA	000-PAYING AGENT FEES	600.00
11	150	07/29/2022	30050	ROSS TRANSPORTATION INC	000-14 PASSENGER BUS	22,000.00
11	151	07/29/2022	12578	OFFICE DEPOT	412-Blanket PO for classroom supplies	850.00
11	152	07/29/2022	18014	ALERT SERVICES, INC.	065-medical supplies - football	4,003.90
11	153	07/29/2022	60240	JPMORGAN CHASE BANK, N.A.	000-OSSBA CONF HOTEL/MISC	3,000.00
11	154	07/29/2022	19664	AMAZON.COM	412-supplies	500.00
11	155	07/29/2022	69948	MAKERBOT INDUSTRIES, LLC	412-supplies	250.00
11	156	07/29/2022	60240	JPMORGAN CHASE BANK, N.A.	412-supplies	250.00
11	157	07/29/2022	19231	LOWE'S HOME CENTER INC	412-supplies	200.00
11	158	07/29/2022	78395	WALMART	412-supplies	400.00
11	159	07/29/2022	29502	SHI INTERNATIONAL CORP	412-Software	1,753.92
11	160	07/29/2022	28055	CDW GOVERNMENT INC	412-Laptops	2,038.09
11	161	08/01/2022	11868	J W PEPPER AND SON INC	068-Band Sheet Music	1,000.00
11	162	08/01/2022	10676	THE MUSIC STORE INC	068-Band Supplies	2,500.00
11	163	08/01/2022	10465	OSSAA	068-Band Entry Fees	1,500.00
11	164	08/01/2022	60238	NOTABLE INC	070-KAMI	5,685.00
11	165	08/01/2022	60243	TRAFERA LLC	070-GOOGLE LICENSES	8,680.00
11	166	08/01/2022	60265	NEARPOD	000-TEACHER/STUDENT MATERIAL	2,812.50
11	167	08/01/2022	12773	TOWN OF OOLOGAH	000-SRO	20,000.00
11	168	08/01/2022	60240	JPMORGAN CHASE BANK, N.A.	105-LAMINATION FILM	1,000.00
11	169	08/01/2022	20067	CAPSTONE PRESS INC	049-BOOKS FOR LIBRARY	1,000.00
11	170	08/01/2022	60240	JPMORGAN CHASE BANK, N.A.	040-Blanket for Parts and Supplies	20,000.00
11	171	08/02/2022	19664	AMAZON.COM	125-Staff supplies	1,000.00
11	172	08/04/2022	60240	JPMORGAN CHASE BANK, N.A.	000-Rogue Exercise Bikes	2,000.00

Oologah-Talala Public Schools

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 135 - 173, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	173	08/04/2022	11193	OOLOGAH-TALALA SCHOOLS	000-Supp Payrolls	100,000.00
Non-Payroll Total:						\$263,499.40
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$263,499.40

Oologah-Talala Public Schools

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 29 - 44, Fund Codes: 21

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
21	29	07/18/2022	32098	SHERWIN- WILLIAMS CO	035-Supplies	1,000.00
21	30	07/18/2022	19999	TRI STAR ROLL-OFFS	035-ROLL OFF FOR DISTRICT WIDE DISPOSAL	1,000.00
21	31	07/18/2022	19231	LOWE'S HOME CENTER INC	035-Misc. Supplies	2,000.00
21	32	07/25/2022	60240	JPMORGAN CHASE BANK, N.A.	035-MISC DISTRICT WIDE SUPPLIES AND SERVICE	5,000.00
21	33	07/26/2022	70211	CALEMA, LLC	035-HVAC INSTALL AND MATERIALS	3,000.00
21	34	07/28/2022	10325	HEATWAVE SUPPLY CO	035-Plumbing Parts and Supplies	1,000.00
21	35	07/28/2022	20669	SCOTT ASPHALT & CONSTRUCTION INC	000-District Wide Road Work	11,000.00
21	36	07/29/2022	69514	STOUT CONSTRUCTION	000-REPAIRS	3,400.00
21	37	07/29/2022	70080	TREAT'S SOLUTIONS, INC.	045- MISC. SUPPLIES, EQUIPMENT	7,520.00
21	38	07/29/2022	12028	CINTAS CORP	045-SUPPLIES, SERVICES,, EQUIPMENT DISTRICT WIDE	14,000.00
21	39	07/29/2022	33122	HOME DEPOT PRO-SUPPLY WORKS	035-SUPPLIES DISTRICT WIDE	300.00
21	40	07/29/2022	33122	HOME DEPOT PRO-SUPPLY WORKS	045-MISC. CLEANING SUPPLIES	2,500.00
21	41	08/01/2022	19612	RED BUD AIR FILTERS & SERVICE	035-DISTRICT HVAC REPLACEMENTS	500.00
21	42	08/01/2022	69801	FIRETROL PROTECTION SYSTEMS INC	035-Repairs, Maintenance, Supplies	1,500.00
21	43	08/01/2022	79776	SLAYDEN MECHANICAL SERVICES	035-District Repairs	2,000.00
21	44	08/02/2022	20719	ADVANCE ELECTRICAL SERVICES INC	035-DISTRICT ELECTRICAL SERVICE	2,500.00

Non-Payroll Total:	\$58,220.00
Payroll Total:	\$0.00
Balance Forward:	\$0.00
Report Total:	\$58,220.00

Payment Register

Options: Year: 2022-2023, Fund: GEN FUND-FOR OP, Date Range: 7/1/2022 - 7/31/2022, Print Payroll Payments: True, Print Details: False

Payment No	Date	Vendor No	Vendor	Type	Date Voided	Void Amount	Amount
1	07/12/2022	78946	CNA SURETY				\$350.00
2	07/12/2022	78111	KEVIN RISLEY TRASH SERVICE				\$1,560.00
3	07/12/2022	10705	US POSTAL SERVICE				\$108.00
4	07/12/2022	11426	OKLAHOMA STATE DEPT HEALTH				\$75.00
5	07/12/2022	20665	OKLAHOMA SCHOOL ASSURANC				\$35,381.00
6	07/12/2022	20667	OSIG				\$462,127.00
7	07/12/2022	60240	JPMORGAN CHASE BANK, N.A.				\$292.50
8	07/12/2022	12843	CLAREMORE PROGRESS				\$155.88
9	07/12/2022	20328	UMB BANK NA				\$300.00
10	07/15/2022	21621	AMERICAN FIDELITY ASSURANCE	R			\$369.16
11	07/15/2022	21622	AMERICAN FIDELITY ASSURANCE	R			\$1,227.48
12	07/15/2022	20088	ELECTRONIC TAX DEPOSIT	R			\$24,201.81
13	07/15/2022	29635	FIDELITY LIFE ASSOCIATION	R			\$50.46
14	07/15/2022	19526	EMPLOYEE DEPOSIT ACCOUNT	R			\$1,300.00
15	07/15/2022	12833	LEGALSHIELD	R			\$45.85
16	07/15/2022	12832	OEGI	R			\$82.82
17	07/15/2022	12831	OEGI	R			\$6,123.00
18	07/15/2022	60256	RCB BANK	R			\$76,316.42
19	07/15/2022	12904	TEACHERS RETIREMENT SYSTEM	R			\$10,069.46
20	07/15/2022	12820	TEACHER RETIREMENT	R			\$6,745.19
21	07/15/2022	37000	STATE ELECTRONIC TAX DEPOSIT	R			\$3,407.00
22	07/15/2022	38020	TEXAS LIFE INSURANCE	R			\$134.75
23	07/15/2022	86164	KENDRA L ADKINS	PD			\$0.00
24	07/15/2022	80031	JAMES J CLUCK	PD			\$0.00
25	07/15/2022	86379	KELLI D DIXON	PD			\$0.00
26	07/15/2022	86160	LESLIE A DUNAVENT	PD			\$0.00
27	07/15/2022	86879	RICHARD EUGENE FISHER	PD			\$0.00
28	07/15/2022	86785	KEVIN L HOGUE	PD			\$0.00
29	07/15/2022	86336	LYNDON A JENNINGS	PD			\$0.00
30	07/15/2022	87005	CHRISTOPHER W JOHNSTON	PD			\$0.00
31	07/15/2022	86162	CINDY L LOVELACE	PD			\$0.00
32	07/15/2022	87056	AMANDA BETH MAY	PD			\$0.00
33	07/15/2022	86291	DANNA M MCGUIRE	PD			\$0.00
34	07/15/2022	80111	DONNA E PARRETT	PD			\$0.00
35	07/15/2022	86816	BREANNA LYNNE ROGERS	PD			\$0.00
36	07/15/2022	86012	TONY A SAPPINGTON	PD			\$0.00
37	07/15/2022	86873	WILLIAM JEFF SLATER	PD			\$0.00
38	07/15/2022	86588	KADIE J SMITH	PD			\$0.00
39	07/15/2022	86988	DAVID WILKINS	PD			\$0.00
40	07/15/2022	86244	CRYSTI D YORK	PD			\$0.00
41	07/19/2022	69798	APPTEGY INC				\$9,750.00
42	07/19/2022	69798	APPTEGY INC				\$8,587.50
43	07/19/2022	29201	FRONTLINE TECHNOLOGIES GRO				\$5,372.50
44	07/19/2022	12857	MUNICIPAL ACCOUNTING SYSTE				\$14,788.50
45	07/19/2022	60235	POWERSCHOOL GROUP LLC				\$17,202.53
46	07/19/2022	31017	SCHOOL SPECIALTY				\$7,286.47
47	07/19/2022	29502	SHI INTERNATIONAL CORP				\$15,512.30
48	07/19/2022	12857	MUNICIPAL ACCOUNTING SYSTE				\$11,764.50
49	07/19/2022	60262	COLE HARGRAVE SNODGRASS &				\$6,950.00

Payment Register

Options: Year: 2022-2023, Fund: GEN FUND-FOR OP, Date Range: 7/1/2022 - 7/31/2022, Print Payroll Payments: True, Print Details: False

Payment No	Date	Vendor No	Vendor	Type	Date Voided	Void Amount	Amount
50	07/19/2022	38022	SECURITY BANK				\$2,654.43
51	07/19/2022	28842	OSSBA Employment Services				\$370.00
52	07/19/2022	10461	OKLAHOMA STATE BUREAU OF				\$135.00
53	07/19/2022	19230	BARLOW EDUCATIONAL MANAG				\$566.00
54	07/19/2022	69890	SPARK SERVICES				\$580.00
55	07/19/2022	12857	MUNICIPAL ACCOUNTING SYSTE				\$3,362.00
56	07/19/2022	18046	OKLAHOMA STATE DEPT HEALTH				\$250.00
57	07/19/2022	12432	ORGANIZATION OF RURAL OK SC				\$600.00
58	07/19/2022	79925	USSA				\$1,100.00
59	07/19/2022	10486	OKLA SCHOOL ADVISORY COUN				\$500.00
60	07/19/2022	33122	HOME DEPOT PRO-SUPPLY WOR				\$4,963.31
61	07/19/2022	70080	TREAT'S SOLUTIONS, INC.				\$5,969.66
62	07/19/2022	10221	OKLA STATE SCHOOL BOARD ASS				\$2,995.00
63	07/19/2022	29941	OK PUBLIC SCHOOL RESCOURSE				\$2,500.00
64	07/19/2022	10221	OKLA STATE SCHOOL BOARD ASS				\$1,000.00
65	07/19/2022	29201	FRONTLINE TECHNOLOGIES GRO				\$15,803.29
66	07/19/2022	10221	OKLA STATE SCHOOL BOARD ASS				\$1,500.00
Non-Payroll Total:							\$642,412.37
Payroll Total:							\$130,073.40
Balance Foward:							\$0.00
Total:							\$772,485.77

Payment Register

Options: Year: 2022-2023, Fund: BUILDING FUND, Date Range: 7/1/2022 - 7/31/2022, Print Payroll Payments: True, Print Details: False

Payment No	Date	Vendor No	Vendor	Type	Date Voided	Void Amount	Amount
1	07/15/2022	69320	AMERICAN FIDELITY ASSURANCE	R			\$600.00
2	07/15/2022	21622	AMERICAN FIDELITY ASSURANCE	R			\$277.90
3	07/15/2022	20088	ELECTRONIC TAX DEPOSIT	R			\$6,200.34
4	07/15/2022	69541	Family Support Payment Center	R			\$400.00
5	07/15/2022	12832	OEGI	R			\$2.60
6	07/15/2022	12831	OEGI	R			\$4,574.94
7	07/15/2022	60256	RCB BANK	R			\$22,144.91
8	07/15/2022	12904	TEACHERS RETIREMENT SYSTEM	R			\$2,885.72
9	07/15/2022	12820	TEACHER RETIREMENT	R			\$1,767.02
10	07/15/2022	37000	STATE ELECTRONIC TAX DEPOSIT	R			\$830.00
11	07/15/2022	38020	TEXAS LIFE INSURANCE	R			\$151.00
12	07/15/2022	86121	COLESTON W BRESHEARS	PD			\$0.00
13	07/15/2022	81209	JOHN W DERAMO	PD			\$0.00
14	07/15/2022	86387	BRADY J DESPAIN	PD			\$0.00
15	07/15/2022	80064	ROBERTA K GAY	PD			\$0.00
16	07/15/2022	86419	DEBRA A HERMAN	PD			\$0.00
17	07/15/2022	86783	GREGORY WAYNE JENKINS	PD			\$0.00
18	07/15/2022	86892	JACQUELINE JO MOFFETT	PD			\$0.00
19	07/15/2022	86782	DWIGHT DOUGLAS TACKITT	PD			\$0.00
20	07/15/2022	86484	JAMES E WILLIAMS	PD			\$0.00
21	07/19/2022	10486	OKLA SCHOOL ADVISORY COUN				\$200.00
22	07/19/2022	69784	PRISTINE CARPET & TILE CLEANI				\$3,000.00
23	07/19/2022	60263	MVP HEAT & AIR				\$4,500.00
24	07/19/2022	70133	PEST OFF EXTERMINATIORS LLC				\$215.00
25	07/19/2022	12666	SHERWIN WILLIAMS				\$814.05
Non-Payroll Total:							\$8,729.05
Payroll Total:							\$39,834.43
Balance Foward:							\$0.00
Total:							\$48,563.48

Cash Balances

Options: Fiscal Years: 2021-2023, Funds: 11-41, As Of Date: 7/31/2022, Account Types: All

Cash By Account and Fund

AC	0101	RCB BANK		
	2021	11	GEN FUND-FOR OP	\$30,801.03
	2021	21	BUILDING FUND	\$5,792.29
	2021	22	CHILD NUTRITION	\$0.00
	2021	34	TRANSPORTATION EQUIPMENT	\$0.00
	2021	35	CAPITAL IMPROVEMENTS	\$0.00
	2021	37	BUILDING BOND FUND OF 2010	\$0.00
	2021	38	BOND FUND 2019-2020	\$0.00
	2021	41	Sinking	\$0.00
	2022	11	GEN FUND-FOR OP	\$1,950,455.51
	2022	21	BUILDING FUND	\$457,836.20
	2022	34	TRANSPORTATION EQUIPMENT	\$7,346.00
	2022	35	CAPITAL IMPROVEMENTS	\$33,587.90
	2022	37	BUILDING BOND FUND OF 2010	(\$22,278.62)
	2022	38	BOND FUND 2019-2020	\$3,917,508.48
	2022	41	Sinking	\$99,933.72
	2023	11	GEN FUND-FOR OP	(\$651,735.93)
	2023	21	BUILDING FUND	(\$40,667.12)
	2023	38	BOND FUND 2019-2020	\$6,725,000.00
	2023	41	Sinking	\$17,745.14
			Total AC 0101	\$12,531,324.60
				\$12,531,324.60

Cash By Fund

2021	11	GEN FUND-FOR OP	\$30,801.03
2021	21	BUILDING FUND	\$5,792.29
2021	22	CHILD NUTRITION	\$0.00
2021	34	TRANSPORTATION EQUIPMENT	\$0.00
2021	35	CAPITAL IMPROVEMENTS	\$0.00
2021	37	BUILDING BOND FUND OF 2010	\$0.00
2021	38	BOND FUND 2019-2020	\$0.00
2021	41	Sinking	\$0.00
2022	11	GEN FUND-FOR OP	\$1,950,455.51
2022	21	BUILDING FUND	\$457,836.20
2022	34	TRANSPORTATION EQUIPMENT	\$7,346.00
2022	35	CAPITAL IMPROVEMENTS	\$33,587.90
2022	37	BUILDING BOND FUND OF 2010	(\$22,278.62)
2022	38	BOND FUND 2019-2020	\$3,917,508.48
2022	41	Sinking	\$99,933.72
2023	11	GEN FUND-FOR OP	(\$651,735.93)
2023	21	BUILDING FUND	(\$40,667.12)
2023	38	BOND FUND 2019-2020	\$6,725,000.00
2023	41	Sinking	\$17,745.14
			\$12,531,324.60

Oologah Isd 4
 Attn Breanna L Rogers
 PO Box 189
 Oologah OK 74053-0189

Checking Accounts

Account Title: Oologah Isd 4
 Attn Breanna L Rogers

*****IMPORTANT UPDATE REGARDING YOUR INTEREST BEARING CHECKING ACCOUNT*****
 Effective August 1, 2022, the rate on your account
 is .75% Annual Percentage Yield (APY)*.
 *Rate is subject to change at our discretion.
 Please contact us at 855-226-5722 with any questions.

Public Funds Interest		Images Enclosed	93
Account Number	@XXXXXXXXXXXX5424	Statement Dates	7/01/22 thru 7/31/22
Previous Balance	1,118,488.70	Days in the statement period	31
25 Deposits/Credits	100,491.43	Average Ledger	814,297.58
90 Checks/Debits	874,400.19	Average Collected	814,297.58
Service Charge	.00	Interest Earned	345.79
Interest Paid	345.79	Annual Percentage Yield Earned	0.50%
Current Balance	344,925.73	2022 Interest Paid	969.90

Deposits and Other Credits

Date	Description	Amount
7/01	DISBURSEME Rogers County 1736006412 22/07/01 I004 CCD	9,279.27
	Oologah-Talala Schools	
7/05	Checking Deposit	987.14
7/08	Checking Deposit	350.00
7/11	Checking Deposit	667.00
7/11	DEPOSIT MERCHANT BANKCD G592126793 22/07/11 496440002889 CCD	400.00
	Oologah-Talala Public	
7/11	TAX & LIC OK TAX COMM SCA 22/07/11 9STOFOKMI	23,913.59

Oologah Isd 4
 Attn Breanna L Rogers
 PO Box 189
 Oologah OK 74053-0189

Checking Accounts

Account Title: Oologah Isd 4
 Attn Breanna L Rogers

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 Effective August 1, 2022, the rate on your account
 is .75% Annual Percentage Yield (APY)*.
 *Rate is subject to change at our discretion.
 Please contact us at 855-226-5722 with any questions.

Public Funds Interest		Images Enclosed	0
Account Number	@XXXXXXXXXX@1519	Statement Dates	7/01/22 thru 7/31/22
Previous Balance	133,760.39	Days in the statement period	31
Deposits/Credits	.00	Average Ledger	133,760.39
Checks/Debits	.00	Average Collected	133,760.39
Service Charge	.00	Interest Earned	56.80
Interest Paid	56.80	Annual Percentage Yield Earned	0.50%
Current Balance	133,817.19	2022 Interest Paid	106.47

Deposits and Other Credits

Date	Description	Amount
7/31	Interest Deposit	56.80

Daily Balance Information

Date	Balance	Date	Balance
7/01	133,760.39	7/31	133,817.19

Oologah Isd 4
 Attn Breanna L Rogers
 PO Box 189
 Oologah OK 74053-0189

Checking Accounts

Account Title: Oologah Isd 4
 Attn Breanna L Rogers

*****IMPORTANT UPDATE REGARDING YOUR INTEREST BEARING CHECKING ACCOUNT*****
 Effective August 1, 2022, the rate on your account
 is .75% Annual Percentage Yield (APY)*.
 *Rate is subject to change at our discretion.
 Please contact us at 855-226-5722 with any questions.

Public Funds Interest		Images Enclosed	0
Account Number	@XXXXXXXXXX@4092	Statement Dates	7/01/22 thru 7/31/22
Previous Balance	998,074.84	Days in the statement period	31
1 Deposits/Credits	6,736,670.12	Average Ledger	3,389,002.57
Checks/Debits	.00	Average Collected	3,389,002.57
Service Charge	.00	Interest Earned	2,294.10
Interest Paid	2,294.10	Annual Percentage Yield Earned	0.80%
Current Balance	7,737,039.06	2022 Interest Paid	2,879.63

Deposits and Other Credits

Date	Description	Amount
7/14	Accrued Interest Deposit	854.92
7/21	Wire Transfer	6,736,670.12
	BOK FINANCIAL SECURITIES, INC. COMP SYNDICATE ACCT MUNI 1 SC1 ONE WILLIAMS CENTER 9TH FLOOR OK 74172-0140 20220721B1Q8154C002699 20220721QMGFNP66000588 07210929FT03	
7/31	Interest Deposit	1,439.18

Oologah-Talala Public Schools

Revenue/Expenditure Summary

Options: Fund: 61, Date Range: 7/1/2022 - 7/31/2022

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
819 ATHLETICS	\$0.00	\$1,550.00	\$47,450.75	\$4,700.93	\$44,299.82	\$29,713.55	\$14,586.27
820 SPORTS CAMPS	\$0.00	\$10,380.00	\$16,754.91	\$3,750.00	\$23,384.91	\$0.00	\$23,384.91
901 LOWER ELEMENTARY MISC	\$0.00	\$571.23	\$26,587.80	\$470.00	\$26,689.03	\$11,830.00	\$14,859.03
902 LOWER ELEM ADULT POP	\$0.00	\$0.00	\$1,025.02	\$0.00	\$1,025.02	\$0.00	\$1,025.02
903 LOWER ELEMENTARY LIBRARY	\$0.00	\$0.00	\$3,720.11	\$0.00	\$3,720.11	\$0.00	\$3,720.11
906 UPPER ELEMENTARY MISC	\$0.00	\$32.98	\$22,299.77	\$0.00	\$22,332.75	\$6,150.00	\$16,182.75
907 UPPER ELEM ADULT POP	\$0.00	\$0.00	\$3,017.74	\$0.00	\$3,017.74	\$0.00	\$3,017.74
909 LIFE SKILLS CLASS	\$0.00	\$0.00	\$17,770.53	\$371.60	\$17,398.93	\$3,000.00	\$14,398.93
911 MIDDLE SCHOOL MISC	\$0.00	\$32.99	\$9,456.85	\$0.00	\$9,489.84	\$0.00	\$9,489.84
913 MIDDLE SCHOOL LIBRARY	\$0.00	\$0.00	\$3,208.13	\$0.00	\$3,208.13	\$556.00	\$2,652.13
915 MIDDLE SCHOOL STUDENT COUNCIL	\$0.00	\$0.00	\$4,204.50	\$0.00	\$4,204.50	\$0.00	\$4,204.50
917 MIDDLE SCHOOL GIFTED	\$0.00	\$0.00	\$26.81	\$0.00	\$26.81	\$0.00	\$26.81
918 7TH, 8TH, 9TH CHEERLEADERS	\$0.00	\$706.00	\$8,909.18	\$3,900.54	\$5,714.64	\$2,102.44	\$3,612.20
920 MIDDLE SCHOOL SCIENCE	\$0.00	\$0.00	\$556.73	\$0.00	\$556.73	\$0.00	\$556.73
922 HS ROBOTICS	\$0.00	\$0.00	\$2,006.28	\$0.00	\$2,006.28	\$0.00	\$2,006.28
923 TECHNOLOGY STUD. ASS'N (TSA)	\$0.00	\$0.00	\$1,328.87	\$0.00	\$1,328.87	\$0.00	\$1,328.87
925 HIGH SCHOOL MISC	\$0.00	\$32.99	\$10,802.26	\$0.00	\$10,835.25	\$1,700.00	\$9,135.25
927 HS YEARBOOK	\$0.00	\$0.00	\$2,537.69	\$0.00	\$2,537.69	\$0.00	\$2,537.69
929 HIGH SCHOOL BAND	\$0.00	\$0.00	\$7,507.15	\$0.00	\$7,507.15	\$825.00	\$6,682.15
930 OOLOGAH SPECIAL TEAMS	\$0.00	\$0.00	\$4,352.81	\$0.00	\$4,352.81	\$0.00	\$4,352.81
931 HIGH SCHOOL ART	\$0.00	\$0.00	\$100.00	\$0.00	\$100.00	\$0.00	\$100.00
933 F.F.A.	\$0.00	\$304.00	\$15,133.04	\$444.35	\$14,992.69	\$5,188.13	\$9,804.56
937 HS STUDENT COUNCIL	\$0.00	\$0.00	\$11.80	\$0.00	\$11.80	\$0.00	\$11.80
940 HIGH SCHOOL PROM	\$0.00	\$0.00	\$16,660.98	\$0.00	\$16,660.98	\$0.00	\$16,660.98
941 FCCLA	\$0.00	\$0.00	\$9,993.90	\$0.00	\$9,993.90	\$0.00	\$9,993.90
942 HIGH SCHOOL LIBRARY	\$0.00	\$0.00	\$2,702.58	\$0.00	\$2,702.58	\$0.00	\$2,702.58
943 BUSINESS PROF OF AMER	\$0.00	\$0.00	\$5,022.11	\$0.00	\$5,022.11	\$0.00	\$5,022.11
944 HIGH SCHOOL COUNSELOR	\$0.00	\$0.00	\$766.94	\$0.00	\$766.94	\$0.00	\$766.94
945 SPANISH CLUB	\$0.00	\$0.00	\$100.00	\$0.00	\$100.00	\$0.00	\$100.00
946 HIGH SCHOOL SPEECH	\$0.00	\$0.00	\$2,846.15	\$0.00	\$2,846.15	\$0.00	\$2,846.15
947 VOCAL MUSIC	\$0.00	\$0.00	\$5,172.76	\$0.00	\$5,172.76	\$0.00	\$5,172.76
948 STUDENTS IN THE LIGHT	\$0.00	\$0.00	\$100.00	\$0.00	\$100.00	\$0.00	\$100.00
949 ASIAN CLUB	\$0.00	\$0.00	\$2.06	\$0.00	\$2.06	\$0.00	\$2.06
953 HS HISTORY CLUB	\$0.00	\$0.00	\$1,184.84	\$0.00	\$1,184.84	\$0.00	\$1,184.84
954 NATIONAL HONOR SOCIETY	\$0.00	\$0.00	\$409.10	\$0.00	\$409.10	\$0.00	\$409.10
956 HS SENIOR CLASS	\$0.00	\$0.00	\$4,329.19	\$0.00	\$4,329.19	\$0.00	\$4,329.19
958 HIGH SCHOOL SCIENCE	\$0.00	\$0.00	\$5,250.23	\$0.00	\$5,250.23	\$0.00	\$5,250.23
960 ADULT POP	\$0.00	\$103.93	\$13,209.56	\$0.00	\$13,313.49	\$0.00	\$13,313.49
961 SCHOOL NURSE MISC	\$0.00	\$0.00	\$1,059.38	\$0.00	\$1,059.38	\$0.00	\$1,059.38
962 UE SPECIAL TEAMS	\$0.00	\$0.00	\$2,265.02	\$0.00	\$2,265.02	\$0.00	\$2,265.02
963 TECHNOLOGY	\$0.00	\$0.00	\$20,270.80	\$0.00	\$20,270.80	\$0.00	\$20,270.80
Total	\$0.00	\$13,714.12	\$300,114.33	\$13,637.42	\$300,191.03	\$61,065.12	\$239,125.91



MINI MUSTANGS VOLLEYBALL CAMP

September 2, 2022

3:15-4:30 PM

Oologah High School Gym

Campers will be escorted from their school to the gym by a HS player! Parents are welcome to come watch.

\$30 per player

CHECKS PAYABLE TO Oologah Athletics

CAMP SHIRT, snack/drink INCLUDED

open to all current **2nd-4th** graders (boys and girls)

REGISTRATION DUE: Thursday, August 25

*ALL CAMPERS will be invited to our "Mini Mustang Night", home game vs. Wesleyan Christian, on **September 6!***

*Varsity will start at **5:45**, campers who wear their shirt will get in free with a paid adult!*

What you need:

Tennis shoes/athletic clothes



TO REGISTER, return this form and

payment to your teacher/school office by August 25!

MORE INFO: ABBY.PIHA@OOLOGAH.K12.OK.US

NAME: _____ **GRADE:** _____

SHIRT SIZE: _____ **YOUTH OR ADULT (CIRCLE ONE)**

PARENT/GUARDIAN: _____ **CELL PHONE:** _____

EMAIL: _____

EMERGENCY CONTACT: _____ **CELL PHONE:** _____

WAIVOR: The undersigned states that he/she understands the Mustang Volleyball camp, its directors or instructors, and Oologah High School, is not and shall not be responsible or liable for any illness or injury to person or damage to property resulting from participation in this clinic. That in consideration for allowing my daughter to participate, we the undersigned parent(s) of the participant agree to exonerate the director and instructors, and Oologah High School, of any expense or losses arriving from our player being injured or causing injury or damage to others.

PARENT/GUARDIAN SIGNATURE: _____ **DATE:** _____



David Wilkins <david.wilkins@oologah.k12.ok.us>

Gate Price Increase

1 message

Amanda May <amanda.may@oologah.k12.ok.us>

Fri, Jul 29, 2022 at 1:14 PM

To: David Wilkins <david.wilkins@oologah.k12.ok.us>

Don't forget to add this to the agenda as well...\$5 Adult/Student tix. Let me know if you need it to be a more formal request.

With Mustang Pride,

Amanda B. May
Athletic/Activities Administrator
(O) 918.443.6000 x6174
(F) 918.443.2418



MEMORANDUM OF UNDERSTANDING

between

Oologah-Talala School District and **HORIZON: Digitally Enhanced Campus**

This Memorandum of Understanding (MOU) is entered into this 20th day of July, 2022 between Oologah-Talala School District (“District”), and Horizon: Digitally Enhanced Campus of the Oklahoma Statewide Virtual Charter School Board (“Horizon”).

I. INTRODUCTION

The Horizon Consortium is a network of school districts who provide access to online content and professional development through license agreements sponsored by Horizon.

Title 70, Section 1210.704 of the Oklahoma Statutes mandates the provision of a statewide online learning platform to provide high quality online learning opportunities for Oklahoma students that are aligned with the subject matter standards adopted by the State Board of Education. Additionally, Title 70, Section 3-145.3 of the Oklahoma Statutes mandates state negotiation with online vendors to provide a state rate price to school districts for supplemental online courses. Further, Oklahoma Administrative Code 777:15-1-4 requires that the price offered does not exceed the lowest price at which the course is offered by use or sale to any state, public school, or school district in the United States.

II. ROLES AND RESPONSIBILITIES

District agrees to perform the following duties and responsibilities:

- a) Student access to curriculum content under the Concurrent License model will be shared by all consortium member schools through a licensing agreement with contracted vendors. Curriculum content under the Student License model is student-specific and linked uniquely to the respective district. District may make A La Carte purchases directly from the vendor or through Horizon reimbursement if purchasing through this MOU.
- b) Compliance with all state/federal mandates will be the responsibility of District.
- c) District must provide, at its expense, server set up equipment (*if required*) and computers to be used by students when accessing content on-site.

- d) District will determine the individual students, their ages, and curriculum needs in providing access to virtual online content.
- e) Horizon assumes no responsibility for the use of software access as applied by District. Professional Development and training is provided to District by Horizon and online vendors. District will ensure participation by appropriate personnel.
- f) District is responsible for transcription of the online course credits for its students. Horizon is not responsible for awarding credits.
- g) Horizon recommends that formal and summative assessments be conducted in a proctored setting.
- h) District will provide a primary and secondary point-of-contact for all communications with Horizon.
- i) Upon submission of the MOU, District will identify how many licenses under each model they intend to use during the 2022-23 school year and will complete the online License Commitment Form (<https://form.jotform.com/221117153404038>). Execution of the MOU indicates a commitment to purchasing said licenses. Payment for these initial licenses shall be made by September 1, 2022. Additional licenses can be purchased throughout the contract period upon written request of District via submission of an additional License Commitment Form. Payment for additional licenses shall be made within 45 days of invoice.

Horizon agrees to perform the following duties and responsibilities:

- a) Horizon will negotiate contracts with online vendors and purchase for District all licenses. Horizon will invoice District the negotiated consortium state rate according to the License Commitment Form submitted by District.
- b) Horizon may deduct an additional 40% for each license purchased by new Horizon Consortium members. Horizon legacy members (members in year 2 or beyond) will receive a 25% discount for each license. As Horizon funds are limited, discounts will be provided on a first come first served basis, and require license commitment by District before May 20, 2022, unless otherwise approved by Horizon.
- c) Horizon will collaborate with District to coordinate professional development opportunities provided by the online vendors. The accompanying professional development fees will be paid by Horizon.

III. TERM

The term of the agreement is for the 2022-23 school year and terminates on June 30, 2023. To continue the relationship of the parties, a new agreement must be executed.

IV. STUDENT DATA ACCESSIBILITY, TRANSPARENCY, AND ACCOUNTABILITY

Horizon maintains the right to access district and student usage and success reporting data including the following: course access, student usage, course completion rates, student course disabled data, and progress by time. This data will only be used for comparative analysis and to validate modifications made throughout the school year. Individual student names will not be used in any reporting.

V. EMPLOYMENT RELATIONSHIP

This MOU does not create an employment relationship between District and Horizon. At no time during the performance of this MOU shall District have authority to obligate the Horizon for payment of goods and services. District shall not make any promise of expenditure of funds by Horizon over the amount of funds Horizon has agreed to expend for this MOU.

VI. ASSIGNMENT

The rights and obligations of Horizon and District may not be assigned or transferred to any other person, firm, or corporation without prior written consent of all parties.

VII. DISPUTE RESOLUTION

Any claims, disputes, or litigation arising from the MOU shall be governed by the laws of the State of Oklahoma. Venue for any action shall be in the District Court for Oklahoma County, Oklahoma.

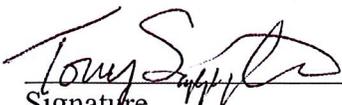
VIII. AMENDMENTS

Any change to this MOU must be approved in writing by both parties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have caused this Agreement to be executed as of the day and year first set forth above.

DISTRICT

Horizon: Digitally Enhanced Campus


Signature _____
7/20/22
DATE _____


Signature _____
7/21/22
DATE _____

Tony Sappington
Assistant Supt
Print Name _____
Title _____

Rebecca Wilkinson
Executive Director
Print Name _____
Title _____

MEMORANDUM OF UNDERSTANDING

The (Police Department) Town of Oologah, Oklahoma, a Municipal Corporation (OPD); the Oologah-Talala School district, an independent school district of the State of Oklahoma (OTPS); upon the allocation of budgeted funds by both parties, pledge to collaborate to deploy/ assign one (1) state certified police officer employed by the Town of Oologah police Department in the position of School Resource Officer (SRO) within the Oologah-Talala Public School primary and secondary systems for Fiscal year (FY) **2023**.

- I. Objectives
 - a. To provide police officers trained as school resource officers whose primary duties and responsibilities will be assignment to the Oologah-Talala Public School District.
 - b. To develop innovative, systematic, long-term approaches to reduce the incidents of crime on Oologah-Talala Public School property and provide protection for OTPS staff, employees, students, and users of the OTPS facilities.
 - c. To provide educational and preventive interdiction services to the OTPS staff, employees, and students.
 - d. To place police officers within and in proximity of the OTPS school campus to provide security, crime prevention services, and law enforcement.
 - e. To continue staffing of one SRO for school years beyond **FY2023**, budget permitting; to seek grants and/or additional funding to increase the number of SROs in future years.
- II. Oologah Police Responsibilities
 - a. OPD agrees to provide one certified police officer to work in the Oologah-Talala Public Schools during the regular school year of **FY2023**, excluding "summer months", scheduled holidays, when classes are cancelled due to inclement weather, or any other time classes are not in session.
 - b. OPD agrees to establish the practice of providing extra patrols with regular duty officers to the various schools within the OTPS district, call volume and staffing permitting,
 - c. OPD agree to provide uniforms, uniform cleaning, equipment, equipment repair, vehicle, and vehicle maintenance for one SRO during **FY2023**.
 - d. OPD agrees that selection of new SRO will include input from OTPS staff and the School Superintendent.
 - e. OPD agrees that involuntary removal of an SRO will include consultation with the OTPS school Superintendent. Further, OPD agrees that if an SRO is removed, steps will be taken to fill the vacancy within 30 days of final disposition of the removal. Final disposition includes any appeals by the officer or arbitrations associated with the removal.
 - f. OPD agrees that if an SRO voluntarily resigns from the SRO program, the vacancy will be filled within 30 days.
 - g. OPD agrees that any requests to increase future cost sharing by OTPS will be made by February 1, **2023**
 - h. OPD agrees that if there is a need to discontinue the SRO program or reduce services/ staffing/ funding of the SRO program for **FY2024** they will notify the School Superintendent of this need no later than February 2, **2023**. This same notification requirement will be in effect for requests to increase SRO staffing for the upcoming fiscal year.
 - i. OPD agrees to invoice OTPS monthly in the amount of \$1,950 (one thousand nine-hundred fifty dollars beginning in August **2022** through May **2023** (ten months).

III. Oologah-Talala Public Schools Responsibilities

- a. OTPS agrees that all employment responsibilities regarding supervision, police related training, salary disbursement, employment files, scheduling, assignments, disciplinary action and other basic employment duties for the SRO will be the responsibility of the OPD.
- b. OTPS agrees to provide office space with telephones at the high school and middle school for the SRO.
- c. OTPS agrees to allow the SRO to attend professional conferences conducted or sponsored by the OTPS for school staff or employees.
- d. OTPS agrees that assignment of the SRO to duties outside the scope of the position of SRO will be at the discretion of the OPD.
- e. OTPS agrees that assignment of the SRO is at the discretion of the OPD during (summer months), scheduled holidays, when classes are cancelled due to inclement weather, or any other time classes are not in session. Further, OTPS agrees that assignment of SROs to "summer school" is at the discretion of the OPD.
- f. OTPS agrees that SROs will not be used for normal disciplinary actions against students unless there is reason to believe that the student's actions are criminal or there is a risk of violence on the part of the student or student's parent/guardian.
- g. OTPS agrees to pay \$19,500 for one SRO for **FY2023** (July 1 through June 30); payments will be made in ten monthly installments beginning in August through May in the amount of \$1,950 (one thousand nine hundred fifty dollars).
- h. OTPS agrees that if OTPS has a need to discontinue the SRO program or reduce services/staffing/funding of the SRO program for **FY2024** they will notify the Chief of Police of this need no later than December 31, **2022**. This same notification requirement will be in effect for request to increase SRO staffing for the upcoming fiscal year.
- i. OTPS agrees that any previous MOUs with the OPD related to the SRO program will not longer be in effect as of July 1, **2022**.
- j. OTPS agrees that final decisions related to selection and removal of SROs will be made by the Chief of Police.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed on the dates herein set forth

TOWN OF OOLOGAH

DATE OF EXECUTION

By: _____
Mayor

OOLOGAH-TALALA SCHOOL DISTRICT

DATE OF EXECUTION

By: _____
Superintendent of Schools

**Renewal of Agreement
Between
Independent School District No. 1-4, commonly known as
Oologah-Talala Public Schools
And
Rogers County Board of County Commissioners**

THIS AGREEMENT IS MADE between Rogers County, a political subdivision of the State of Oklahoma ("County"), by and through the Board of County Commissioners of Rogers County, and Independent School District No. 1-4, commonly known as Oologah-Talala Public Schools, wherein both parties agree to renew the Interlocal Agreement for Services between Rogers County and Independent School District No. 1-4, commonly known as Oologah-Talala Public Schools ending June 30, 2021, for fiscal year 2022-2023, beginning July 1, 2022, and ending June 30, 2023, under the same terms as those included in the Agreement ending June 30, 2021. This Agreement is effective as of July 1, 2022.

BOCC Meeting Date: JUL 05 2022

**THE BOARD OF COUNTY COMMISSIONERS
OF ROGERS COUNTY**

**INDEPENDENT SCHOOL DISTRICT NO. 1-4 OF
ROGERS COUNTY, OKLAHOMA A/K/A
OOLOGAH-TALALA PUBLIC SCHOOLS**

By: 
Chairman

By: _____
Don Tice, President Brent Kellogg
Oologah-Talala Public Schools

APPROVED AS TO FORM:

ATTEST:

By: 
District Attorney

Lynda Runner, Clerk Robert Powell
Oologah-Talala Public Schools


County Clerk



(Seal)

Date: JUL 05 2022



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 5th day of July in the year 2022
(In words, indicate day, month, and year.)

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

Oologah-Talala School District
10700 S Hwy 169
Oologah, OK 74053

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

Key Construction Oklahoma, LLC
5477 S. 108th E. Ave.
Tulsa, OK 74146

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

Oologah-Talala High School Gymnasium Mezzanine Repair
10700 S Hwy 169
Oologah, OK 74053

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

BWA Architects
2651 East 21st Street
Suite 510
Tulsa, Oklahoma 74114

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.

Init.

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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

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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.)

To be established via amendment.

§ 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.)

To be established via amendment.

§ 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.)

To be established via amendment.

Init.

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

- .1 Design phase milestone dates, if any:
To be established via amendment.
- .2 Construction commencement date:
To be established via amendment.
- .3 Substantial Completion date or dates:
To be established via amendment.
- .4 Other milestone dates:

§ 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.)

None

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

None

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and 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.)

Brady Despain, Director of Operations
Oologah-Talala School District
10700 S Hwy 169
Oologah, OK 74053
brady.despain@oologah.k12.ok.us

§ 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.)

Init.

§ 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.)

Jay T. Boynton
BWA Architects
2651 East 21st Street
Suite 510
Tulsa, Oklahoma 74114
jayt@bwaarchitects.com

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Mike Betsworth, Sr. Project Manager
Key Construction Oklahoma, LLC
5477 S. 108th E. Ave.
Tulsa, OK 74146
mlbetsworth@keyconstruction.com

§ 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.)

To be established via Amendment

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

§ 1.1.15 Other Initial Information on which this Agreement is based:

Init.

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User Notes:

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§ 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 and equitably 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.

§ 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 as amended by the parties 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, as amended by the parties 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.

§ 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, 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.

§ 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. If the Construction Manager agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall make payment to the Construction Manager not later than fifteen (15) days after Owner's receipt of the Construction Manager's invoice.

§ 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.

§ 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.

(Paragraph deleted)

§ 3.2.2. Intentionally deleted.

§ 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;
- .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 that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or 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 in effect, 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 after the Owner's execution of the Guaranteed Maximum Price Amendment, and ___ days after either the Owner's issuance of a Notice to Proceed, or the Construction Manager's receipt of a full building permit and commitment of financing, whichever occurs later. The Work may commence prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall

Init.

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.

§ 3.3.2.4.1 The Construction Manager will advise the Owner on a monthly basis in writing as to the number of days work could not be performed or was delayed due to adverse weather. Adverse weather shall be defined as weather conditions (or conditions resulting from weather) of any nature which impede the progress of critical path activities or prevent the Construction Manager from performing scheduled work for at least half of the day. The Construction Manager shall be entitled to an extension of the Contract Time equal to the delay and compensation for any and all extra costs of labor, materials and/or equipment, plus jobsite overhead, and extended home office overhead incurred by reason of such delay, plus profit on those amounts. Failure of the Owner to notify the Construction Manager of its objection to Construction Manager's delay information within twenty-one (21) calendar days after receipt, shall constitute Owner's acknowledgement of the Construction Manager's right to an extension of the Contract Time and compensation in accordance with this Section.

§ 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.

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§ 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 B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the executed agreement between the Owner and the Architect, and any further modifications to 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.)

§ 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.)

Non Applicable

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, incentive compensation 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.

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

§ 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.)

10 % per year

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.)

shall be equal to five and one half percent (5.5 %) of the Cost of the Work.

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

For changes in the Work, the Construction Manager's Fee shall be five and one half percent (5.5%) of the estimated cost of all changes that increase the cost of performance. There shall be no decrease in the Construction Manager's Fee for deductive change orders.

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

Twenty percent (20 %).

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall be invoiced in accordance with the Rental Rates Schedule, Ex. _____.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

None

Init.

§ 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 shall be entitled to an appropriate, equitable adjustment in the Contract Time and the Guaranteed Maximum Price 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. The Construction Manager shall be entitled to an appropriate, equitable adjustment in the Contract time and the Guaranteed Maximum Price as a result of changes in the Work.

§ 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.

(Paragraph deleted)

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, at off-site workshops in accordance with the Billable Rates Schedule, Exhibit ____.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work in accordance with the Billable Rates Schedule, Exhibit ____.

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§ 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, in accordance with the Billable Rates Schedule, Exhibit __, but only for that portion of time required for 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, in accordance with the Billable Rates Schedule, Exhibit __, 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, incentive compensation 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 In addition to the costs described in Section 7.2, 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, with the Owner's prior approval.

§ 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 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 and equipment. 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 shall be reimbursed in an amount equal to five percent (5%) of the labor cost.

§ 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.

§ 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, including costs of printing, postage and parcel delivery charges, telephone and Wi-Fi hot spot service – at the site, and reasonable petty cash expenses of the site office.

§ 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.

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§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents in accordance with the Billable Rates Schedule, Exhibit __.

§ 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. 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 in accordance with the Billable Rates Schedule, Exhibit __, directly related to the Work.

§ 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

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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 provided in Section 7.2, or as may be provided in Article 14;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office, except as otherwise provided under the Contract Documents;
- .3 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 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;
- .6 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

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 the Construction Manager reasonably believes 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. The Owner shall ensure the confidentiality of all records obtained from the Construction Manager pursuant to this Article.

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.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 10th 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 such evidence as may be necessary to demonstrate costs incurred or to be incurred by the Construction Manager on account of the cost of Work during the current month.

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§ 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 Owner upon request.

§ 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. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included;
- .2 That portion of the Guaranteed Maximum Price properly allocable to prepayments and deposits paid or payable to Subcontractors and suppliers, and materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or 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, 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.

§ 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; and
- .6 Retainage withheld pursuant to Section 11.1.8.

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§ 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.)

§ 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.)

§ 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.)

§ 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.)

§ 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. Unless otherwise agreed, Subcontractor retainage shall be ten percent (10%).

§ 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.

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§ 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 and Construction Manager.

§ 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 15 days after the issuance of the Architect's final Certificate for Payment.

§ 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. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 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.)

10 % per year

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.)

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Memorandum

To: Dr. Wilkins
From: Kelli Dixon
Date: July 27, 2022
Re: Surplus Math Textbooks

I am requesting the following list of math textbooks be approved for surplus status:

- Prentice Hall Math – 285
- Saxon Math – 101
- Math Connects – 50
- Prentice Hall Student Study Guide & Practice Workbooks - 331
- OCCT Test Prep All-in-One Student Workbooks – 304
- OCCT Prep Practice Student Workbooks – 184
- Buckle Down Student Workbooks – 230

School Board Memorandum

To: Dr. David Wilkins, Superintendent

From: Kendra Adkins, Director of Special Services

Date: August 1, 2022

Re: Contract with The Board of Regents of the University of Oklahoma

Recommendation: I recommend the board approves a contract with the Board of Regents of the University of Oklahoma for the provision of pre-employment transition services for students who qualify under the IDEA or Section 504.

Additional Notes: Pre-Employment training is provided through this program at no cost to the school district. These services help to implement the transition goals that are written into participating students' IEPs.

**Pre-Employment Transition Services Coordination
Pre-ETS
COLLABORATIVE AGREEMENT
FY 2023**

SECTION I - PURPOSE

This Collaborative Agreement (“Agreement”), effective as of the latest date of signature of all Parties or the 1st day of July, 2022 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 students 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).

- **Oologah Public School** (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 students with a documented and to ultimately transition students 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 students with a documented to move to post-secondary education and/or competitive integrated employment; based on student need, considering strength, preferences, and interests.
- Improve transition planning by DRS and local education agencies (LEAs) for student 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 students a documented disability.
- Engage, involve and educate families to increase student success in post-school activities.
- Increase the number of students 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, 2022, whichever is the latter, through June 30, 2023.

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 student with a disability designed to meet the student's individual needs. The IEP has two general purposes: to set appropriate, measurable goals for the student and to describe the specialized instruction and services the school district will provide for the student.

2.5 Individual Plan for Employment (IPE): is required by the Rehabilitation Act, and is the roadmap developed jointly by the student and the Vocational Rehabilitation counselor to help the student with a disability reach a specific competitive, integrated employment goal.

2.6 Individuals with Disabilities Education Act (IDEA): is designed to ensure that all students 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 student 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: students 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 students, and potentially eligible students, 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 student 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 students with a documented
Oologah Public School FY23

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 students 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 students 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 students for vocational rehabilitation services;
- be responsible for collecting written parent authorization to allow their student 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 students;
- communicate to the NCDDET Pre-ETS staff and DRS (if applicable) any concerns brought forth by a student;
- 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 students 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 students 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 counselor, school transition personnel, and other persons supporting DRS potentially eligible students 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 students 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 students 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 student success;
- work with local school districts to create greater access for students with a documented disability and remove barriers into transition programs and activities;
- assist with outreach to identify students 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 students 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 students for vocational rehabilitation services;
- communicate to Host School staff and DRS (if applicable) any concerns brought forth by a student;
- 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

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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 are 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 student 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](http://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

- Ambulance Parking Area:
 - Stadium/Track: South Gate/Endzone
 - HS/MS/UE Gym/Auditorium: Front of Facility
 - Baseball/Softball Fields: Designated Parking Lots
 - Swimming Facility: Front of Facility
 - Fieldhouse (Wrestling, Weight Room): South of baseball field, designated parking lot.

PERSON TO MEET THE EMS: Administrator on Duty or an Assistant Coach

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

PERSON TO ACCOMPANY ATHLETE TO HOSPITAL:

If a parent/ guardian is not present a Oologah school official

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

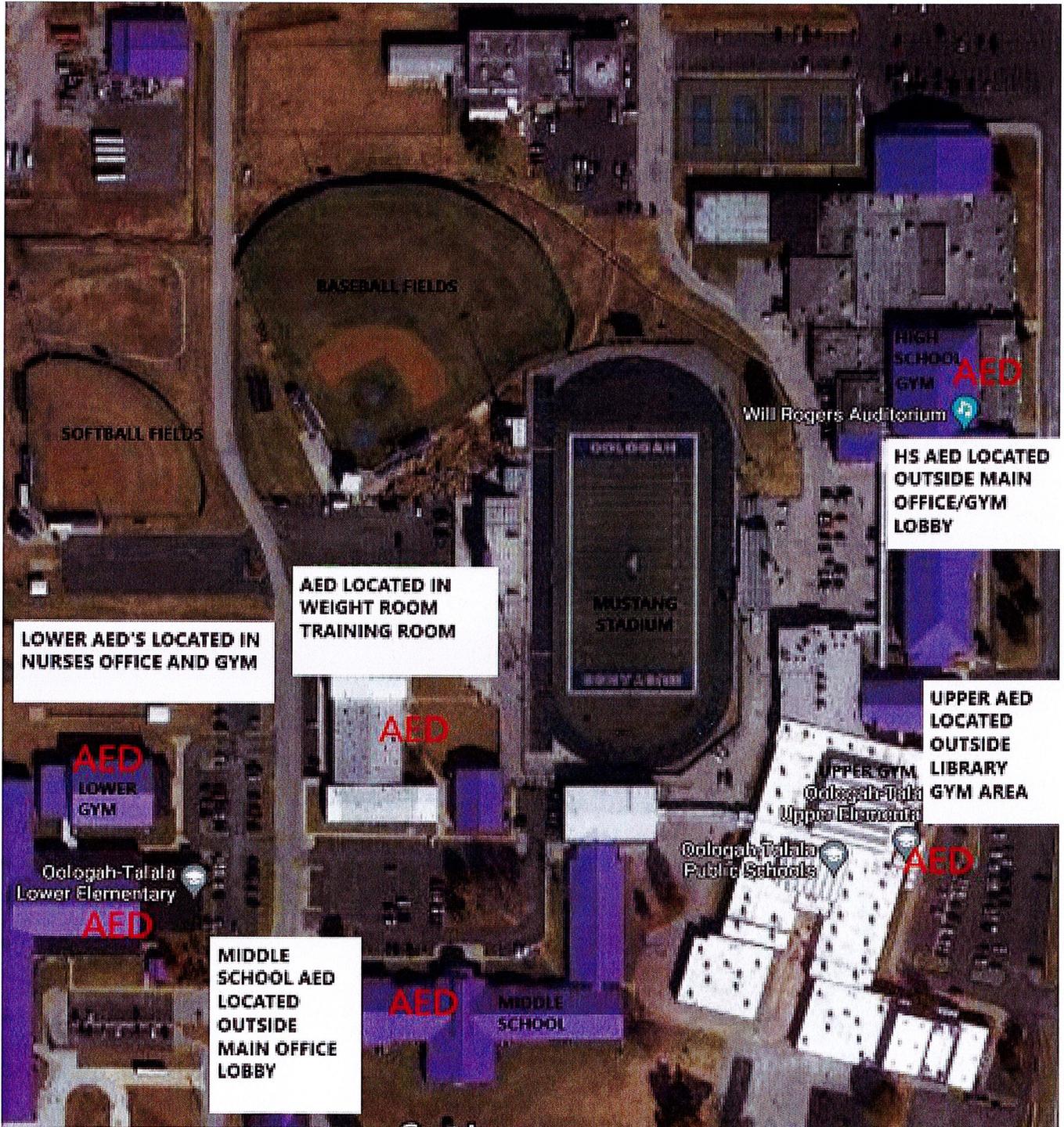
1. It is the certified athletic trainer or coach's responsibility to inform the administrator of the incident
2. It is the certified athletic trainer or coach's responsibility to inform the athlete's parents of the injury immediately.
3. It is the certified athletic trainer's responsibility to document the circumstances surrounding the activity and all actions taken.
4. Emergency medical information for each athlete is to accompany the team at all times. RANK ONE is accessible from any cellular device.
5. Map of Campus and surrounding area is located at the end of this document.
6. Security and/or Administrator on duty is responsible for controlling the scene

SEVERE WEATHER/ NATURAL DISASTER

- All stands will be cleared by the Athletic Director or School Administrator.
- Spectators will not be allowed back until the all clear has been given by the Athletic Director or School Administrator.
- Teams will shelter inside the football fieldhouse.
- Middle and high school gym and the adjacent tornado shelter can be accessed

EMERGENCY EQUIPMENT

- AED Locations are on the image provided with specific location.
 - 1st Aid- Located on the field with trainers or in the coach's office.
- | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> ● Gloves/Eye Protection ● CPR Pocket Mask ● Tourniquet ● Roller Gauze ● Gauze Pads | <ul style="list-style-type: none"> ● Medical Tape ● Bandages ● Sam Splint ● Elastic Bandage ● Trauma Shear |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|



BASEBALL FIELDS

SOFTBALL FIELDS

WILL ROGERS AUDITORIUM

HIGH SCHOOL GYM

AED

Will Rogers Auditorium

HS AED LOCATED OUTSIDE MAIN OFFICE/GYM LOBBY

AED LOCATED IN WEIGHT ROOM TRAINING ROOM

MUSTANG STADIUM

LOWER AED'S LOCATED IN NURSES OFFICE AND GYM

AED

UPPER AED LOCATED OUTSIDE LIBRARY GYM AREA

AED

LOWER GYM

UPPER GYM

Oologah-Talala Upper Elementary

Oologah-Talala Lower Elementary

AED

Oologah-Talala Public Schools

AED

MIDDLE SCHOOL AED LOCATED OUTSIDE MAIN OFFICE LOBBY

AED

MIDDLE SCHOOL



OOLOGAH ATHLETICS

Emergency Action Plan (continued)

10700 South 169 Highway

Oologah, OK 74053

EVALUATION OF EMERGENCY ACTION PLAN

On the ____ day of _____, 20__ an incident occurred as follows:

As the medical administrator for this event, I have visited with each school employee as well as emergency medical services to determine what could have been done differently. We believe that the district's emergency action plan should be modified or amended to include:

Dated this ____ day of _____, 20____.

Medical Administrator



OOLOGAH ATHLETICS

Emergency Action Plan

10700 South 169 Highway

Oologah, OK 74053

Oologah-Talala Emergency Medical-911, 918.442.2350

Northwest Fire and Rescue - 918.443.2411

Oologah Police Department - 918.442.2722

Athletic Director, Amanda May - 918.443.6174,
918.798.8822

AOOK Athletic Trainer, Ryan Carter - 925.323.5945

School Nurse, Shonna Kubian- 918.443.6053,
918.629.5367

HS Principal, Kevin Hogue - 918.443.6210, 918.606.8575

HS Asst. Principal, Scott Doss - 918.443.6216,
918.260.3309

MS Principal, Mrs. Dixon - 918.443.6215, 918.637.7874

MS Asst. Principal, Boone Upky, 918.443.6158,
918.698.6101

Administration Building-918.443.6080

1. FIRST TO ARRIVE ON THE SCENE PROVIDES FIRST AID.
2. SEND A COACH, MANAGER, OR UNINJURED ATHLETE TO NOTIFY THE ATHLETIC TRAINER (ATC) AND GET THE AED (IF NOT ON-SITE - SEE IMAGE FOR AED LOCATIONS).
3. IF THE ATC CAN NOT BE LOCATED, THE HEAD COACH WILL BECOME THE LEADER.

LEADER: Athletic Trainer

- Will be in charge of the emergency situation and will instruct all others on the emergency team
- Assess injury
- Make decision if EMS should be called

LEADER'S ASSISTANT: Head Coach

- Will assist the leader in the evaluation of the injured athlete.
- Instruct assistant coach to call administrator on duty
- Instruct 2nd assistant coach and/or student aide to get emergency equipment that is needed for the situation.

PHONECALLER: Head Coach or Assistant Coach

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

NEAREST PHONE: Cell Phone of coaching staff or administrator on duty.

AMBULANCE ENTRANCE: (OTEMS)

- Enter the Football Complex through the South Gate next to the fieldhouse.
- Oologah school administration will be at the gate to meet EMS.

Memorandum

To: David Wilkins and the Board of Education

From: Tami Jennings

Date: 8/2/2022

Re: Increase in price for Adult/Contract Breakfasts and Lunches

Recommendation:

Discussion, motion, and vote to approve increase in Adult/Contract meal prices.

Discussion:

I recommend that the Board of Education approve the increase in price for;

Adult/Contract Breakfasts – All Sites from \$2.25 to \$2.50

Adult/Contract Lunches – All sites from \$4.50 to \$4.85

These increases are per a directive from the State Department of Education – Department of Child Nutrition, and are comparable to other local school districts.

Funding: Child Nutrition

Attachment(s): Email from SDE



Tami Jennings <tami.jennings@oologah.k12.ok.us>

RATES, SCH B, AND OTHER REMINDERS

1 message

Child Nutrition Programs <AppSystem.Notifications@sde.ok.gov>

Mon, Jul 25, 2022 at 2:12 PM

Hello All,

Attached are the NSLP reimbursement rates for SY 22-23.

Schedule B – Is now unlocked! The amounts below are the minimum you must charge for Teachers/Adults/Contract meals for SY 22-23. If you are charging less than that amount it must be covered by funds other than Child Nutrition Funds. Child Nutrition Funds cannot cover the cost of these meals, Local funds or General funds must cover the cost of those meals.

\$2.26 (Min. Amount to Charge Adults/Contract for Breakfast) 2.150
 \$4.84 (Min. Amount to Charge Adults/Contract for Lunch) 4.85
 \$1.08 (Min. Amount to Charge Adults/Contract for Snack)

*The Performance Incentive for SY 22-23 is \$.08 This will be updated in the CARS system soon.

Friendly /Reminders:

The NSLP Walk-Through Recording:

The recording is now available and can also be found under School Calls in Other Documents.

<https://youtu.be/RQN4TUxwJo>

PLE Tool:

The PLE Tool is not required for districts that had a Child Nutrition account with a positive or zero balance as of December 31, 2021 and a revenue/expenditure analysis (must include an ending balance) report will be required to be submitted to cnp.data.submissions@sde.ok.gov before your application will be approved.

FSMC Renewal Letter (For Districts contracting with a FSMC)

You must e-mail your annual FSMC renewal letter to either Becky.gray@sde.ok.gov or Karen.Davis@sde.ok.gov before your application will be approved.

SSO Application:

Only complete this application IF your district has a site that operated in July and/or August for SSO.

Official Submission of Application:

After all forms are submitted, please click on "Submit Application to CNP" found at the bottom of the Checklist. A time stamp will appear and status of application will show "Pending Approval". If you do not see either, please contact the person approving your application.

Below is a list of who to contact for your application approval:

Becky Gilbert 405-301-7838 Becky.Gilbert@sde.ok.gov Counties: 4, 13, 20, 22-24, 30, 44, 70, 77

Becky Gray 405-522-5042 Becky.Gray@sde.ok.gov Counties: 9-11, 14, 16, 17

Dee Houston 405-522-4943 Dee.Houston@sde.ok.gov Counties: 56, & 72 & 55-1089, 72-1001, 72-1002, 72-1003, 72-1004, 72-1005, 72-1009

Karen Davis 405-522-5039 Karen.Davis@sde.ok.gov Counties 15, 19, 25-29, 32-39, 42, 43

Kendra Merveldt 405-522-5038 Kendra.Merveldt@sde.ok.gov Counties: 55-1001 & 55-1012

Patricia Beutler Patricia.Beutler@sde.ok.gov Counties: 57-60 & 55-G008, 55-G009, 55-1003, 55-1004, 55-1006, 55-1052

Jennifer Weber 405-522-5048 Jennifer.Weber@sde.ok.gov Counties: 55-C029, 55-C074, 55-E003, 55-E012, 55-E028, 55-E030, 55-G004, 55-G011, 55-X016, 55-1053, 55-1007, 55-G021, 55-J002, 55-J003

Jill Hardin 405-239-0598 Jill.Hardin@sde.ok.gov Counties: 12, 40, 48, 64

Nikki Assad 405-522-5045 Nikki.Assad@sde.ok.gov Counties: 2-3, 18, 21, 49, 52, 61-62, 65-67, 69

Rhonda Stevenson 405-522-5159 Rhonda.Stevenson@sde.ok.gov Counties: 5-8, 45-47, 50, 53-54, 71, 72 (minus 72-1001, 72-1002, 72-1003, 72-1004, 72-1005, 72-1009) & 73-76

Sandy Bullard 405-246-5648 Sandy.Bullard@sde.ok.gov Counties: 41, 63, 55-E026, 55-1009, 55-1037, 55-1088, 55-J001, 55-J004

Tammy Flute 405-249-0964 Tammy.Flute@sde.ok.gov Counties: 1, 31, 51, 68



FACILITIES SOLUTIONS AGREEMENT

Location No. 063

Contract No. _____

Customer No. _____

Main Corporate Code → **New CC 13218**

Date 8/3/2022

Customer/Participating Agency Oologah Talala Public Schools Cafeteria - Tami Jennings

Phone 9184436000 ext 6213

Address 10700 S HWY 169 City Oologah State OK Zip 74053

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price

- This agreement is effective as of this date from 8/3/2022 to 8/3/2025, with a minimum term of 36 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the Master Agreement. Any negotiations of price, terms or discounts must be approved by Prince William County Public Schools for the Master Agreement. Any such changes shall take effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U).
- Name Emblem \$ _____ ea • Company Emblem \$ _____ ea
- Customer Emblem \$ _____ ea • Embroidery \$ _____ ea
- COD Terms \$ _____ per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.
- Minimum Charge \$ _____ per delivery.
- Make-Up charge \$ _____ per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ _____ per garment.
- Seasonal Sleeve Change \$ _____ per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat \$ _____
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ _____ per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other _____

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
	3035	Grill Pad	W	25	.11
	2700	Terry Towel	W	250	.08
	2869	Blue Apron	W	75	.17

- *Indicated bundled items/services
- Initial and check box if Unilease. All Garments will be cleaned by customer
Date _____
- Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control
Date _____ customer.
- Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments
Date _____ direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

Cintas Loc. No: 063 CUSTOMER: _____
 Please Sign Name Tami Jennings
 By: Bridgette Caughman Please Print Name Tami Jennings
 Title: FS Sales Rep Please Print Title Director of Child Nutrition
 Accepted-GM: _____ Email tami.jennings@oologah.k12.ok.us

terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

**RAISING CANE'S CHICKEN FINGERS®
SPONSORSHIP AGREEMENT**

This Agreement (the "**Agreement**") is entered as of the effective date indicated below (the "**Effective Date**") by and between Raising Cane's Restaurants, L.L.C. d/b/a Raising Cane's Chicken Fingers® ("**Sponsor**") and the undersigned sponsorship recipient (the "**Contracting Party**"). In consideration of the mutual covenants contained in this Agreement, the Contracting Party and Sponsor agree as follows:

1. **Sponsorship.** Sponsor wishes to partner with and support the Contracting Party and its Team/Event set forth, on Attachment A, (the "**Team/Event**") to receive the benefits (the "**Sponsor Benefits**") specified, during the term "the **Term**", for the compensation set forth, on Attachment A, and subject to the terms and conditions hereof.
2. **Contracting Party Marks.** Sponsor acknowledges that the Contracting Party owns certain names, trademarks, service marks, copyrights and other intellectual property (collectively, the "**Contracting Party Marks**"), and all goodwill associated with or symbolized by the Contracting Party Marks. Sponsor acknowledges and agrees that the Contracting Party is and shall remain the sole and exclusive owner of all such Contracting Party Marks, notwithstanding any permitted use of such Contracting Party Marks by Sponsor hereunder. It is understood that, in fulfilling the obligations assumed herein, Sponsor may make references to the Contracting Party Marks. Accordingly, the Contracting Party grants Sponsor a limited, nonexclusive, nontransferable, royalty free license to use the Contracting Party Marks during the term of the Agreement and subject to the terms and conditions herein. This license expressly prohibits any pass-through rights or use of the Contracting Party Marks by any third party (other than an affiliate of Sponsor), without the consent of the Contracting Party. Upon termination or expiration of the Agreement, Sponsor shall cease all use of the Contracting Party Marks.
3. **Sponsor Marks.** The Contracting Party acknowledges that Sponsor (and/or its affiliates) owns certain names, trademarks, service marks, copyrights and other intellectual property affiliated with the *Raising Cane's Chicken Fingers®* brand and restaurant concept (collectively, the "**Sponsor Marks**"), and all goodwill associated with or symbolized by the Sponsor Marks. The Contracting Party acknowledges and agrees that Sponsor is and shall remain the sole and exclusive owner of all such Sponsor Marks, notwithstanding any permitted use of such Sponsor Marks by the Contracting Party hereunder. The Contracting Party acknowledges and agrees that any and all content, signage, logos and other tangible or intangible property produced in connection with the Agreement will be and remain the absolute and exclusive property of Sponsor.
4. **Approval of Any Use by the Contracting Party of Sponsor Marks.** A. Notwithstanding anything to the contrary contained in this Agreement, any proposed commercial, advertisement, promotion or other use by the Contracting Party of the Sponsor Marks to be authorized under this Agreement (each, a "**Proposal**") must be submitted to, and approved in writing by, Sponsor, prior to the production or distribution by the Contracting Party or any third party thereof. After a Proposal has been approved, the Contracting Party shall not depart therefrom in any respect or add any element thereto without submitting such revision to, and obtaining the approval of, Sponsor. Sponsor's approval of any Proposal shall not imply that Sponsor believes that the Proposal meets applicable laws, regulations, or standards. The production or distribution by the Contracting Party or any third party of any Proposal that has not been approved by Sponsor shall be a material breach of this Agreement. B. The Contracting Party shall not use or commercially exploit (or permit others to use or commercially exploit in any related activity) the Sponsor Marks or exercise any right granted to the Contracting Party by Sponsor hereunder in a negative manner, in a way that is contrary to public morals or has a deceptive or misleading effect, or which compromises or reflects unfavorably upon the good name, goodwill, reputation or image of Sponsor. C. This Agreement does not grant to the Contracting Party any rights relating to the use of the Sponsor Marks except to the extent provided for in this Agreement. D. To the extent the Contracting Party is permitted to use the Sponsor Marks hereunder, the Contracting Party shall have a limited, nonexclusive, nontransferable, royalty-free license to use the Sponsor Marks during the term of this Agreement and subject to the terms and conditions herein.
5. **Indemnity.** A. Sponsor shall indemnify and hold harmless the Contracting Party, its affiliates and their respective officers, directors, managers, owners, employees, and other agents, and their respective successors and assigns (collectively, the "**Contracting Party Parties**") from and against any and all liabilities, losses, claims, demands, suits, actions, causes of action, fines, settlement payments, damages, costs and expenses (including reasonable attorneys' fees, court costs and related disbursements) (collectively, "**Losses**") actually suffered or incurred by any Contracting Party Parties arising out of or related to (i) Sponsor's breach of this Agreement, or (ii) any act or omission by Sponsor, its affiliates or any of their respective officers, directors, managers, owners, employees, or other agents (collectively, the "**Sponsor Parties**") in connection with this Agreement, except in each case to the extent the Losses are caused by any Contracting Party Parties. B. The Contracting Party shall indemnify and hold harmless the Sponsor Parties from and against any and all Losses actually suffered or incurred by any Sponsor Party arising out of or related to (i) the Contracting Party's breach of this Agreement, or (ii) any act or omission by any Contracting Party Parties in connection with this Agreement, except in each case to the extent the Losses are caused by any Sponsor Parties. C. Any party seeking indemnity hereunder shall give prompt written notice to the other party of its claim for indemnity, including providing copies of all demand letters, pleadings and other information relating to such matter. In addition, any party claiming indemnity hereunder shall permit the other party to assume the defense thereof with counsel reasonably satisfactory to the party requesting indemnity (provided the indemnifying party has provided evidence reasonably satisfactory to the indemnified party of its financial wherewithal to meet its defense and indemnity obligations), and the party requesting indemnity further agrees to cooperate in the defense of any claim for which indemnification is sought hereunder. No party asserting indemnity hereunder shall enter into a settlement of claims with respect to which indemnity is sought without the approval of the party from whom indemnity is sought. This Section shall survive the termination or expiration of this Agreement.
6. **Insurance.** Each of Sponsor and the Contracting Party warrants that it has, and will maintain during the term of this Agreement, the following kinds of insurance with minimum limits as set forth below: (1) workers compensation insurance coverage equal to or in excess of minimum

statutory amounts including employer's liability with limits of not less than \$500,000; and (2) commercial general liability insurance coverage with a policy limit of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, or, in the case of both (1) and (2), such other amounts as may be agreed by Sponsor in writing. Each of Sponsor and the Contracting Party agree, upon the request of the other party, to name the other party as an additional insured on the foregoing policies and to furnish the other party with a certificate evidencing the coverages.

7. **Termination and Remedies.** A. Without prejudice to any other rights or claims each party may have, each party shall have the right to terminate this Agreement at any time (i) if the other party breaches any of its material obligations under this Agreement, which breach is not cured within thirty (30) days following receipt of written notice from the non-breaching party describing such breach in reasonable detail, or (ii) upon the insolvency of the other party, the filing of any petition by or against the other party under any bankruptcy, reorganization or receivership law, the execution by the other party of an assignment for the benefit of its creditors, or the appointment of any trustee or receiver of the other party's business or assets, unless any such petition, assignment or appointment is withdrawn or nullified within 15 days of such event. B. In the event that Sponsor elects to terminate this Agreement, then Sponsor will be entitled to receive a pro-rated refund of any portion of the sponsorship fee it may have already paid to the Contracting Party the related period for which has not expired. C. Immediately upon expiration or termination of this Agreement for any reason, Contracting Party shall cease any and all future use of or reference to the Sponsor Marks.
8. **Representations.** Each party represents that it has the right and authority to enter into this Agreement and to grant the rights, benefits and amenities and render the performances and services hereunder. Each party to this Agreement represents that it is a sophisticated commercial party capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
9. **Right of First Refusal.** Upon the termination or expiration of the Agreement, Sponsor will have the first option and right of refusal to execute a new contract with the Contracting Party to sponsor the Team/Event and the Contracting Party shall negotiate in good faith in regards thereto.
10. **General Provisions.** This Agreement and Attachment A, taken together with any exhibits or attachments annexed hereto hereto contains the complete statement of all of the arrangements and understandings between the parties with respect to the subject matter of this Agreement and supersedes all prior negotiations, agreements and understandings between them, written or oral. The headings of the paragraphs in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provisions to which they refer. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or judicial authority by reason of any party having or being deemed to have drafted or dictated such provision. Any addition, alteration or modification of this Agreement must be in writing, signed by both parties. No failure on the part of either party to exercise any right under this Agreement shall operate as a waiver of such right; nor shall any single or partial exercise of any right preclude any other or further exercise of such right or the exercise of any other rights. No waiver or consent shall be effective, unless evidenced by a writing executed by both parties hereto. This Agreement and any rights and obligations granted hereunder shall not be transferred or assigned, without the prior written consent of the other party; provided, however, Sponsor may assign its rights and obligations hereunder to any of its affiliates or to any other entity that acquires Sponsor or substantially all of the assets of Sponsor; provided no such assignment shall release Sponsor from its obligations hereunder. At all times during the term of this Agreement, the parties will be and remain independent contractors. Nothing in this Agreement shall be construed to place the parties in the relationship of partners or joint venturers or employer and employee and neither shall have the right to obligate or bind the other to a third party in any manner whatsoever. In the event any provision of this Agreement is found to be void or unenforceable, the remaining provisions shall continue in full force and effect. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument. For purposes hereof, facsimile and electronically scanned pdf copies hereof and facsimile and electronically scanned pdf signatures hereof shall be authorized and deemed effective.

Effective Date: _____

AGREED TO AND ACCEPTED:

CONTRACTING PARTY:

RAISING CANE'S RESTAURANTS, LLC:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTACHMENT A

Raising Cane's Restaurants, LLC d/b/a Raising Cane's Chicken Fingers®

1. Sponsorship Agreement shall commence on 8/31/2022 and shall expire on 8/31/2023 unless sooner terminated in accordance with the provisions of this Agreement (the “**Term**”).

2. Contracting Party: Raising Cane's

Team/Event Name & Description (the “**Team/Event**”): Oologah High School Athletics

Tax ID No. _____

3. Sponsor Benefits:

[refer to attachment if benefits are spelled out in another document]

4. Termination without cause upon 30 days’ written notice.

5. Sponsor Obligations: In consideration of the Sponsor benefits described in Section 3, Sponsor shall pay the following sponsorship fee to the Contracting Party:

A sponsorship fee in the aggregate amount of \$1000.00 to be paid according to the below payment schedule:

\$1000.00 due on or before 8/31/2022

The Contracting Party acknowledges and agrees that payment of the sponsorship fee described in this Section 5 constitutes all of the consideration to be paid by Sponsor for the sponsor benefits described herein throughout the Term.

6. Exclusivity; Official Partner. (select, if applicable)

The Contracting Party agrees and covenants that Sponsor shall be the exclusive quick service chicken restaurant sponsor (the “**Chicken Category**”) of the Team/Event, and the Contracting Party agrees it shall not grant the services, benefits and amenities described in the Agreement to any other person or entity in the Chicken Category.

Sponsor is hereby designated as the “**Official Chicken of the Team/Event.**” In connection with the preceding sentence, Contracting Party hereby grants Sponsor a world-wide, non-exclusive right to use the Contracting Party’s name, logo and other marks in such capacity, provided Sponsor first obtains the approval of the Contracting Party for any contemplated use.

7. Special Insurance Requirements, if any: _____

8. Special Provisions, if any: _____

9. NOTICES, CONTACT INFORMATION

All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed sufficient if given in writing (i) upon delivery, if delivered personally, (ii) three business days after deposit in the mail, if sent by certified mail, with postage prepaid and return receipt requested, or (iii) the next day, when delivered by nationally recognized overnight courier service, in each case if addressed as set forth below:

IF TO CONTRACTING PARTY:

Phone: _____

IF TO SPONSOR:

ATTN: Legal Department
Raising Cane's Restaurants, LLC
6800 Bishop Road
Plano, Texas 75024
Phone: 972-769-7400



OOLOGAH HIGH SCHOOL

Kevin Hogue
Principal

Scott Doss
Assistant Principal

Amber Fitzgerald
Guidance Counselor

Sharon Holmes
Guidance Counselor

Rogers County (66-1004)

10700 S HWY 169

Oologah, OK 74053

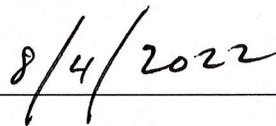
Deregulation for Library Media Services Secondary School

OAC 210:35-9-71

Oologah High School is asking for a deregulation waiver for Library Media Services. We have a full-time librarian, we have been unable to hire a suitable candidate as a library aid.



Signature of Superintendent



Date

SCHOOL SITE STATUTORY WAIVER/DEREGULATION APPLICATION

for 20 22 – 20 23 school year

Rogers _____ Oologah-Talala _____
 COUNTY SCHOOL DISTRICT

10700 s hwy 169 _____ oologah _____ 74053 _____
 SCHOOL DISTRICT MAILING ADDRESS CITY ZIP CODE

Oologah High School _____
 NAME OF SITE

Hei Hogue _____ 08/05/2022 _____
 PRINCIPAL SIGNATURE* DATE

 PRINCIPAL SIGNATURE* DATE

 PRINCIPAL SIGNATURE* DATE

Dr. David Wilkins _____
 SUPERINTENDENT NAME (PLEASE PRINT)

David.Wilkins@oologah.k12.ok.us _____
 SUPERINTENDENT E-MAIL ADDRESS

D Wilkins _____ 08/05/2022 _____
 SUPERINTENDENT SIGNATURE* DATE

I hereby certify that this waiver/deregulation application was approved by our local board of education at the meeting on _____, 20____

 BOARD PRESIDENT SIGNATURE*

NOTARY SEAL →

 NOTARY DATE

 COMMISSION EXPIRATION DATE

Statute/Oklahoma Administrative Code to be Waived:
 (specify statute or OAC (deregulation) number: (see instructions)

*Original signatures are required. The attached questionnaire must be answered to process.**

THE WAIVER/DEREGULATION IS REQUESTED FOR:

- One Year Only
- Three Years*

*Please see instruction page for additional requirements for a three year request

SDE USE ONLY

PROJECT YEARS
 _____ of _____

ENROLLMENT

- _____ High School
- _____ Jr./Middle High
- _____ Elementary
- 0 District Total

 DATE RECEIVED

70 O.S. _____

OAC _____

 NAME OF WAIVER

- A. Reason for the Deregulation request. Please include circumstances which necessitate changing the standard of library services for your size of school, what alternative means will have to be employed if your waiver was to be denied?

While we have a full-time certified librarian, we have been unable to find a suitable library aid.

- B. List alternate strategies/plans which the site proposes, and how this plan will best serve the students of your district, i.e., a description of the educational benefits to the students and learning achievement and any negative impact if the waiver were to be denied.

The library opens 15 minutes before and stays open 15 minutes after school is out. Students have access to the library the entire day, as our librarian is full-time. Also, teachers schedule into the library and can be in there to assist Mrs. Deffenbaugh.

- C. Has this deregulation been awarded before? If so what was the educational impact to the district: Results of the Deregulation, i.e., effect on student performance levels, impact of plan on other sites in the district. If not what do you expect?

Yes, we have not seen a negative impact of having a library aid in the high school. We bring students through the library and train them on how to properly use all of the aspects of our library.

D. Timeline: Please submit class schedule, calendars, assessment forms and other attachments as necessary.

As stated, Mrs. Deffenbaugh is a full-time librarian with the library being open from 7:45 a.m. - 3:10 p.m.

E. Any financial impact to the District (positive or negative) for the proposed deregulation? If positive please describe where the available would be reallocated.

Since we did not have this position last year, there are not extra funds to re-allocate.

F. Describe method of assessment or evaluation of effectiveness of the plan both for staff and students, I.E. TLE, ACT scores, graduation rates, RSA, School Report Card, etc.

Over the past year, there were no negative effects on graduation rates, ACT scores, Mrs. Deffenbaugh's TLE etc.

** You will be contacted if more information is needed to process this request.

OOLOGAH-TALALA PUBLIC SCHOOLS

David Wilkins, Ed.D., Superintendent
Tony Sappington, Asst Superintendent



Breanna Rogers, Finance Manager
Danna McGuire, Activity Fund
Cindy Lovelace, Payroll Clerk

Rogers County (66-1004)

10700 S HWY 169

Oologah, OK 74053

Deregulation for Library Media Services for Oologah Upper Elementary Library

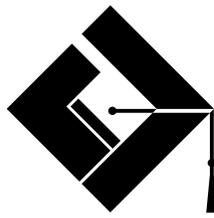
OAC 210:35-5-71

Oologah Upper Elementary is asking for a deregulation waiver for Library media Services. We have a full-time librarian and a library assistant. We share a library with the Middle School. The current staff maintains the library with no problem

Thank you,

A handwritten signature in cursive script, appearing to read 'David Wilkins', is positioned above the typed name.

David Wilkins, Ed. D.
Superintendent
Oologah-Talala Public Schools
918.443.6000
david.wilkins@oologah.k12.ok.us



STATUTORY WAIVER/DEREGULATION APPLICATION INSTRUCTIONS

(Oklahoma Deregulation Act, 70 O.S. § 3-124, et seq.)

Accreditation Standards Division

2500 North Lincoln Boulevard, Suite 210 • Oklahoma City, Oklahoma 73105-4599

Statutory Waivers/Deregulations for the next year will be accepted from April 1 through October 1, with the following exceptions:

- Resignation of staff causing changes in library media service requirements after October 1.

Other waivers/deregulations such as teachers attending school to obtain library media specialist certificates, alternative school abbreviated days, and waivers of alternative school coop agreements, should all be decided and applied for by October 1st of the current school year.

(For submission of a Statutory Waiver/Deregulation after October 1, call Accreditation, (405) 521-3335.)

NOTE: Beginning July 1, 2018, waivers and deregulations can be requested for three years. (Library Media Specialist Certificate Exemption must provide proof of enrollment for the applicant every year. Library Media Services must provide a schedule of operation every year.)

If you need technical assistance, please discuss the application with the Accreditation Division, (405) 521-3335.

Preparing the Statutory Waiver/Deregulation

- 1 **Submit a cover letter on school letterhead**, with the superintendent's signature, with a brief explanation of the request for a statutory waiver/deregulation.
- 2 Complete entire cover page.
 - Original signatures of the Superintendent, Principals, Board President and notary with a stamp/seal are required.
 - Cite the statute/OAC number in Title 70 or the Oklahoma Administrative Code to be waived (See below).
 - **The questionnaire following the cover sheet must be answered in order to process the application.**
 - **For Library Media Specialist** (teacher obtaining their LMS degree & certification), the teacher affected must include a letter of their intent to obtain the degree/certificate and proof of their enrollment in classes at a qualified university/college for the area of study.
 - **For adjunct teacher waivers:** Application must include board minutes approving the teacher as an adjunct (For those teaching more than three hours per day, 270 hours per semester).
 - **For abbreviated day deregulation:** Application must include a schedule of hours of instruction and numbers of days taught per week.
 - **For library media services deregulation:** Application must include a schedule of operation for the library, hours the library is open and a list of who is scheduled to cover those hours.

3 A Statutory Waiver/Deregulation can be requested for the following statutes and Oklahoma Administrative Codes:

STATUTORY WAIVERS

- 70 O.S. § 1-112 - **Saturday School**
- 70 O.S. § 6-122.3 - **Adjunct Teachers** - teaching for more than three hours a day or 270 clock hours per semester.
- 70 O.S. § 3-126 - **Library Media Specialist/waive certification only** - teacher attending college/university to obtain Library Media Specialist certification.
- 70 O.S. § 1210.568 - **COOP Agreement** - When a public school wants to serve fewer than 10 students in the alt ed program instead of COOPing with other districts.

NOTE: Statute 70 O.S. § 1-111 - Two Instructional Days in a 24 Hour Period (Parent Teacher Conference) and 70 O.S. § 1-109 - Extended/Flexible Day no longer requires a statutory waiver.

DEREGULATIONS

- OAC 210:35-5-71 - **Library Media Services Elementary School** - School is changing the standard of library services for their size school.
- OAC 210:35-7-61 - **Library Media Services Middle School** - School is changing the standard of library services for their size school.
- OAC 210:35-9-71 - **Library Media Services Secondary School** - School is changing the standard of library services for their size school.
- OAC 210:35-29-2 - **Abbreviated Day Alternative Education** - Use both citations for an alternative school to operate with abbreviated hours, less than four hours and 12 minutes of instruction per day, five days a week, or 756 hours per year.
- OAC 210:35-3-46 - **Superintendent, Elementary & Secondary Principal certificate** - serve as High School and Elementary School Principal with a school enrollment more than 500 (requires a dereg.)

NOTE: OAC 210:35-5-42 & 210:35-9-43 - Planning Period Deregulations, no longer requires a deregulation.

In addition, the **School District Empowerment Program**, 70 O.S. § 3-129.11, allows a local school district to request to the State Board of Education an exemption from all statutory requirements and State Board of Education rules from which charter schools are currently exempt.

SCHOOL SITE STATUTORY WAIVER/DEREGULATION APPLICATION

for 20 _____ – 20 _____ school year

COUNTY _____ SCHOOL DISTRICT _____

SCHOOL DISTRICT MAILING ADDRESS _____ CITY _____ ZIP CODE _____

NAME OF SITE _____

PRINCIPAL SIGNATURE* _____ DATE _____

PRINCIPAL SIGNATURE* _____ DATE _____

PRINCIPAL SIGNATURE* _____ DATE _____

SUPERINTENDENT NAME (PLEASE PRINT) _____

SUPERINTENDENT E-MAIL ADDRESS _____

SUPERINTENDENT SIGNATURE* _____ DATE _____

I hereby certify that this waiver/deregulation application was approved by our local board of education at the meeting on _____, 20 _____

BOARD PRESIDENT SIGNATURE* _____

NOTARY SEAL →

NOTARY _____ DATE _____

COMMISSION EXPIRATION DATE _____

Statute/Oklahoma Administrative Code to be Waived:
(specify statute or OAC (deregulation) number: (see instructions))

*Original signatures are required. The attached questionnaire must be answered to process.**

THE WAIVER/DEREGULATION IS REQUESTED FOR:

_____ One Year Only
_____ Three Years*

*Please see instruction page for additional requirements for a three year request

SDE USE ONLY

PROJECT YEARS
_____ of _____

ENROLLMENT

_____ High School
_____ Jr./Middle High
_____ Elementary
_____ District Total

DATE RECEIVED _____

70 O.S. _____

OAC _____

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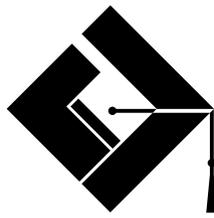
C. Has this deregulation been awarded before? If so what was the educational impact to the district: Results of the Deregulation, i.e., effect on student performance levels, impact of plan on other sites in the district. If not what do you expect?

D. Timeline: Please submit class schedule, calendars, assessment forms and other attachments as necessary.

E. Any financial impact to the District (positive or negative) for the proposed deregulation? If positive please describe where the available would be reallocated.

F. Describe method of assessment or evaluation of effectiveness of the plan both for staff and students, I.E. TLE, ACT scores, graduation rates, RSA, School Report Card, etc.

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SCHOOL SITE STATUTORY WAIVER/DEREGULATION APPLICATION

for 20 22 - 20 23 school year

Rogers _____ Oologah-Talala Public Schools _____
 COUNTY SCHOOL DISTRICT

10700 S Hwy 169 _____ Oologah _____ 74053 _____
 SCHOOL DISTRICT MAILING ADDRESS CITY ZIP CODE

Oologah Middle School _____
 NAME OF SITE

 PRINCIPAL SIGNATURE* DATE 08/05/2022

 PRINCIPAL SIGNATURE* DATE

 PRINCIPAL SIGNATURE* DATE

Dr. David Wilkins _____
 SUPERINTENDENT NAME (PLEASE PRINT)

david.wilkins@oologah.k12.ok.us _____
 SUPERINTENDENT E-MAIL ADDRESS

 SUPERINTENDENT SIGNATURE* DATE 08/05/2022

I hereby certify that this waiver/deregulation application was approved by our local board of education at the meeting on _____, 20____

 BOARD PRESIDENT SIGNATURE*

NOTARY SEAL →

 NOTARY DATE

 COMMISSION EXPIRATION DATE

Statute/Oklahoma Administrative Code to be Waived:
 (specify statute or OAC (deregulation) number: (see instructions))

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One Year Only
 Three Years*

*Please see instruction page for additional requirements for a three year request

SDE USE ONLY

PROJECT YEARS
 _____ of _____

ENROLLMENT

_____ High School
 _____ Jr./Middle High
 _____ Elementary
0 District Total

 DATE RECEIVED

70 O.S. _____
 OAC _____

 NAME OF WAIVER

- A. Reason for the Deregulation request. Please include circumstances which necessitate changing the standard of library services for your size of school, what alternative means will have to be employed if your waiver was to be denied?

Oologah Upper Elementary and Oologah Middle School share a library. The library is staffed by one librarian and one teacher assistant. If the waiver is denied, the district will have to hire an additional librarian. Additional staffing at this time is not needed.

- B. List alternate strategies/plans which the site proposes, and how this plan will best serve the students of your district, i.e., a description of the educational benefits to the students and learning achievement and any negative impact if the waiver were to be denied.

The shared library does not have enough traffic to warrant two full-time librarians. Our current staffing, one librarian and one teacher assistant, is sufficient for our educational situation. If this waiver is denied, the district will have to hire an additional librarian. Funds will be taken from areas of need to the library position, which is not needed at this time.

- C. Has this deregulation been awarded before? If so what was the educational impact to the district: Results of the Deregulation, i.e., effect on student performance levels, impact of plan on other sites in the district. If not what do you expect?

Yes. The Upper Elementary/Middle School has been granted a deregulation before. Our sites have no evidence to show there has been a negative impact on student performance. If given the deregulation, the district can focus funds in other areas of need.

- D. Timeline: Please submit class schedule, calendars, assessment forms and other attachments as necessary.

There are no schedules to attach to this document.

- E. Any financial impact to the District (positive or negative) for the proposed deregulation? If positive please describe where the available would be reallocated.

The proposed deregulation would allow funds to be focused in areas with greater need rather than an additional librarian.

- F. Describe method of assessment or evaluation of effectiveness of the plan both for staff and students, I.E. TLE, ACT scores, graduation rates, RSA, School Report Card, etc.

We will look at the results from OSTP, USA Test Prep data, and the TLE model to identify the plan's effectiveness and its impact on student performance.

** You will be contacted if more information is needed to process this request.