



Lawton, Oklahoma 73507

Lawton Public Schools Board of Education  
Regular Meeting  
May 23, 2022 5:15 PM  
Shoemaker Center Auditorium  
753 NW Fort Sill Blvd

## AGENDA

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

1. Call to Order
2. Pledge of Allegiance - Kevin Hime
3. Roll Call to Establish Quorum
4. Special Guests/Special Recognitions - Kevin Hime and Mary Bradley
5. Report of the Superintendent
  - 5.a. Superintendent's Announcement(s)
  - 5.b. Discussion and possible action regarding Continuous Strategic Improvement Plan
6. Consent Agenda

(The following matters may be approved in their entirety by the Board upon motion made, seconded and passed by a majority vote of the Board members. However, upon request of any Board member, any one or more matters will be removed from the consent agenda and acted upon separately. Contracts are approved subject to review by the District's legal counsel. Any or all of the public record items included within the consent agenda, i.e. minutes to be submitted for approval; purchase orders to be submitted for acceptance; financial report; proposed transfer of funds between activity accounts; and fund-raising event listings, may be examined at the Office of the Clerk of the Board of Education at the Shoemaker Center, 753 Fort Sill Blvd., Lawton, OK. An appointment to review records is requested.)

  - 6.a. Report of the Purchasing Agent/Encumbrance Clerk - Sheila Relf
    - 6.a.1. Approve Purchase Orders
      - General Fund (11) PO #'s 3159 - 3198
      - Building Fund (21) PO#'s 27 - 28
      - Bond Fund (32) PO #'s 56 - 58

Bond Fund (33) PO# 208

- 6.a.2. Bids/Quotes
- 6.a.3. Payroll Encumbrance Purchase Order Numbers
- 6.a.4. Change Order Listing
- 6.b. Report of the Chief Financial Officer - Lance Gibbs
  - 6.b.1. Treasurer's Report for the Month of April FY 22
- 6.c. Report of the Activity Fund Custodian - LaQuinta Chambers
  - 6.c.1. Activity Fund Transfers, Expenditures, Establishments, and Amendments
- 6.d. Report of the Clerk - Carla Dewberry-Fulner
  - 6.d.1. Contracts / Agreements
- 6.e. Approval of the Minutes of the May 9, 2022 Regular Board Meeting
- 6.f. Approval to observe Monday, June 20, 2022 as the Federal Holiday Juneteenth.
- 6.g. Item(s) Removed from the Consent Agenda for Separate Action
- 6.h. Approval of the Balance of the Consent Agenda
- 6.i. Approval of Item that was Previously Pulled for Separate Action
- 7. Proposed Executive Session to Discuss:
  - 7.a. The employing, promoting, or receiving resignation(s) of individual certified and support salaried personnel as listed on the Personnel Reports, Exhibit A, Exhibit B, and Exhibit C. (Exhibit B includes new potential hires and presented to the board under separate cover).  
[Authorized by 25 OKLA.STAT. Section 307 (B)(1) of the Oklahoma Open Meeting Act]
- 8. Vote to Convene into Executive Session
- 9. Acknowledge Board's Return to Open Session
- 10. Executive Session Minutes Compliance Announcement
- 11. Superintendent's Personnel Report / Items Discussed in Executive Session
  - 11.a. Approval of Superintendent's Personnel Reports, Exhibit A (and Exhibit B that was presented under separate cover)
- 12. New Business - This refers to any matter not known about or which could not have been reasonably foreseen prior to the time of posting of the agenda. Okla. Stat. tit. 25 Sec. 311(A)(9)
- 13. The next regular board meeting date is Thursday, June 23, 2022, at 5:15 p.m., in the Shoemaker Center Auditorium.
- 14. Setting New Board Meeting Dates
- 15. Board Announcements
- 16. Adjournment

Date of Posting: May 20, 2022

Time of Posting: 4:30 p.m.

Location of Posting: Lawton Public Schools Website [www.lawtonps.org](http://www.lawtonps.org)

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## Encumbrance Register

Options: Year: 2021-2022, Date Range: 7/1/2021 - 6/30/2022, PO Range: 3159 - 5000, Fund Codes: 11

11	3159	05/04/2022	28417	DOUGLAS FOOD STORES INC	KITCHEN EQUIPMENT	101,123.01
11	3160	05/04/2022	919137	RRR INC	KASON LATCH	250.36
11	3161	05/05/2022	9252	SAMS CLUB DIRECT	DISINFECTING WIPES FOR ALL SCHOOLS	1,107.78
11	3162	05/05/2022	20706	T & W TIRE LLC	LABOR & MATL TO MOUNT TIRE/DUMP TRLR	217.80
11	3163	05/05/2022	926688	S BURK LLC	LABOR & MATL TO INSTALL WINDSHIELD TRK 150	270.00
11	3165	05/06/2022	19005	AMAZON CAPITAL SERVICES INC	PD BOOKS	2,000.00
11	3166	05/06/2022	19005	AMAZON CAPITAL SERVICES INC	SUPPLIES FOR SHOP	115.96
11	3167	05/06/2022	928460	LAKEVIEW GLASS LLC	GLASS REPAIRS/FY22STAND	2,800.00
11	3168	05/09/2022	055434	RACHEL LAMBERT	LOCAL TRAVEL STANDING	400.00
11	3169	05/09/2022	928519	DONALD W TESSLER	CAMERA INSTALLATION	12,750.00
11	3170	05/09/2022	902485	ROSS TRANSPORTATION	INS RCVY/BUS 669/LABOR TO REPAIR/BUS ACCIDENT	16,081.74
11	3171	05/09/2022	927798	STATE OF OKLAHOMA	REG/CHILDRENS BEHAVIORAL HEALTH CONFERENCE	500.00
11	3172	05/09/2022	27384	MERRIFIELD OFFICE & SCHOOL SUPPLIES	68 MAGNETIC MARKERBOARDS	24,822.23
11	3173	05/09/2022	925840	SCHINDLER ELEVATOR CORPORATION	LABOR & MATERIALS REPAIR ELEVATOR/FREEDOM	1,352.49
11	3174	05/09/2022	18608	CONSTRUCTION INDUSTRIES BOARD	RENEW ELEC. JOURNEYMANS LIC./MELVIN UNDERHILL	75.00
11	3175	05/09/2022	28066	P & K EQUIPMENT	50 GALLON UTV SPRAYER/GROUNDS	1,180.00
11	3176	05/09/2022	19005	AMAZON CAPITAL SERVICES INC	DISPOSABLE GLOVES/CUSTODIAL SUP	44.50
11	3177	05/09/2022	28524	DYSLEXIA TRAINING INSTITUTE LLC	REGISTRATION FOR ONLINE WORKSHOP	50.00
11	3178	05/11/2022	27881	WAXIE'S ENTERPRISE LLC	CUSTODIAL SUPPLIES/SUMMER DIST WIDE	6,369.75
11	3179	05/11/2022	18272	B & H FOTO & ELECTRONICS CORP	NEWTEK CAMERA FOR SHOEMAKER AUDITORIUM	4,495.00
11	3180	05/11/2022	928526	SOUTHWEST WATER WORKS LLC	BORE UNDER ROAD/ELECTRICAL/MHS	4,000.00
11	3181	05/12/2022	27384	MERRIFIELD OFFICE & SCHOOL SUPPLIES	FOLDING TABLES FOR CAFETERIA/ALMOR WEST	36,306.62
11	3182	05/12/2022	27384	MERRIFIELD OFFICE & SCHOOL SUPPLIES	FOLDING TABLES FOR CAFETERIA/WHITTIER	36,850.27
11	3183	05/13/2022	802734	LOWE'S HOME CENTERS INC	GARDENING SUPPLIES/FARM TO TABLE GARDENING PROGRAM	167.10
11	3184	05/13/2022	12479	SUTHERLANDS	GARDENING SUPPLIES/FARM TO TABLE GARDENING PROGRAM	326.40
11	3185	05/13/2022	19005	AMAZON CAPITAL SERVICES INC	GARDENING SUPPLIES/FARM TO TABLE GARDENING PROGRAM	289.96
11	3187	05/16/2022	27243	PROJECT LEAD THE WAY	REGISTRATION/PLTW CONF/KIM BATTEN	2,400.00
11	3188	05/17/2022	927257	COAST AUDIO VIDEO LLC	LABOR/TRAVEL TO RESET DIGITAL SOUND SYSTEM/MHS	780.00
11	3189	05/17/2022	802750	GREG W COX, INC	3 OAK DOORS/HUGH BISH	1,369.00

**Encumbrance Register**

**Options:** Year: 2021-2022, Date Range: 7/1/2021 - 6/30/2022, PO Range: 3159 - 5000, Fund Codes: 11

11	3190	05/17/2022	916493	HALL BUILDING PRODUCTS INC	REPAIR OVERHEAD DOOR CN WAREHOUSE	500.00
11	3191	05/17/2022	916493	HALL BUILDING PRODUCTS INC	REMOVE/REPLACE OVERHEAD DOOR PLUMBING DEPT	2,545.00
11	3192	05/17/2022	916493	HALL BUILDING PRODUCTS INC	REPAIR ROLL UP FIRE DOOR /MHS EAST WING	160.00
11	3193	05/17/2022	903190	ALLIED TRANSMISSION INC	REPAIR TRK 138/MAINTENANCE DEPT	1,062.22
11	3194	05/17/2022	915710	L & S CONSTRUCTION LLC	LABOR & MATL TO REPLACE CEILING TILES/COMMUNICA	2,185.00
11	3195	05/17/2022	28417	DOUGLAS FOOD STORES INC	CENTRAL KITCHEN EQUIPMENT	182,528.20
11	3196	05/17/2022	18608	CONSTRUCTION INDUSTRIES BOARD	ARTHUR SIMMONS/LICENSE RENEWAL/PLUMB/MECH	400.00
11	3197	05/19/2022	477	COMANCHE LUMBER COMPANY INC	CARPET/COMMUNICATIONS AREA SHOEMAKER	3,010.18
11	3198	05/19/2022	25528	WAGNER SUPPLY CO INC	REPAIR PARTS FOR CARPET MACHINES/DIST WIDE	1,394.45
<b>Non-Payroll Total:</b>						<b>\$452,280.02</b>
<b>Payroll Total:</b>						<b>\$0.00</b>
<b>Balance Forward:</b>						<b>\$0.00</b>
<b>Report Total:</b>						<b>\$452,280.02</b>

# LAWTON PUBLIC SCHOOLS

## Encumbrance Register

**Options:** Year: 2021-2022, Date Range: 7/1/2021 - 6/30/2022, PO Range: 27 - 5000, Fund Codes: 21

21	27	05/20/2022	813	CLAYCO INDUSTRIES INC	LABOR/MATLS FOR CENTRAL MIDDLE SCHOOL ROOF	2,372,171.00
21	28	05/20/2022	25894	STATE OF OKLAHOMA	ADMINISTRATVE FEES FOR NEW ROOF AT CENTRAL MIDDLE	71,165.13
<b>Non-Payroll Total:</b>						<b>\$2,443,336.13</b>
<b>Payroll Total:</b>						<b>\$0.00</b>
<b>Balance Forward:</b>						<b>\$0.00</b>
<b>Report Total:</b>						<b>\$2,443,336.13</b>

## Encumbrance Register

**Options:** Year: 2021-2022, Date Range: 7/1/2021 - 6/30/2022, PO Range: 56 - 5000, Fund Codes: 32

32	56	05/12/2022	925759	ASSOCIATED THEATRICAL CONTRACTORS	STAGE CURTAINS FOR ALBERT JOHNSON SR. CONF CENTER	50,761.16
32	57	05/13/2022	27956	LENNOX INDUSTRIES	HVAC-MATLS & LABOR/MULTIPLE SITES	30,816.00
32	58	05/19/2022	927948	ADL GROUP LLC	LED LIGHTS INSTALLED AT FREEDOM	361,718.75
<b>Non-Payroll Total:</b>						<b>\$443,295.91</b>
<b>Payroll Total:</b>						<b>\$0.00</b>
<b>Balance Forward:</b>						<b>\$0.00</b>
<b>Report Total:</b>						<b>\$443,295.91</b>

Encumbrance Register

Options: Year: 2021-2022, Date Range: 7/1/2021 - 6/30/2022, PO Range: 208 - 5000, Fund Codes: 33

33	208	05/19/2022	927948	ADL GROUP LLC	PO 2022-11-174	1,996,815.00
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<b>Non-Payroll Total:</b>	<b>\$1,996,815.00</b>
<b>Payroll Total:</b>	<b>\$0.00</b>
<b>Balance Forward:</b>	<b>\$0.00</b>
<b>Report Total:</b>	<b>\$1,996,815.00</b>

# Lawton Public Schools Purchasing Department

5/05/22

## VENDOR RESPONSE STATUS REPORT

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### SOUND SYSTEMS - AUDITORIUMS

Date Released: 5/05/2022 Bid Number:

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Bid	AVLSYSTEMS	<i>AVL SYSTEMS DESIGNS</i>
Bid	COASTAUDIEVIDE	<i>(COAST AUDIO VIDEO LLC</i>
No Response	AUDIODIMEN	<i>AUDIO DIMENSIONS</i>
No Response	AUDIOTECH	<i>AUDIO TECH</i>
No Response	ENDEXINC.	<i>ENDEX, INC.</i>
No Response	FORDAUDIO	<i>FORD AUDIO-VIDEO, INC.</i>
No Response	MCCLELLANDSOUIM	<i>MCCLELLAND SOUND INC</i>
No Response	MILLERPROAUDIO	<i>MILLER PRO AUDIO</i>

**Lawton Public Schools Purchasing Department**  
**Bid Selection Report Showing All Items, All Bidding Vendors**  
**SOUND SYSTEMS - AUDITORIUMS**

<i>Item/Bidder</i>	<i>Price</i>	<i>Brand</i>	<i>Selected (**)</i>	<i>Notes</i>
ITEM # 1.	--	1 LOT		
<b>AUDITORIUM SOUND EQUIPMENT - DOUGLASS</b>				
<b>AVLSYSTEMS</b>	<b>104,480.00</b>	PER SPEC		
<b>COASTAUDIEVID</b>	<b>78,774.64</b>	PER SPEC		<b>**</b>

Lawton Public Schools  
Lawton, Oklahoma

Administrative Services Division  
Purchasing Department

**Payroll Encumbrance Purchase Orders**

May 23, 2022

FY22 Payroll Encumbrance Purchase Order Numbers:

PO# 50000 - 52727

PO# 527233 - 527318

## Change Order Listing

**Options:** Fund: GENERAL FUNDS, Year: 2021-2022, ReferenceDate: PO Date, Date Range: 5/9/2022 - 6/30/2022, Minimum Amount Change: \$200.00, Include Negative Changes: False

287	07/01/2021	926775	TOTALSIR LLC	MONTHLY STATISTICAL INVENTORY RECON	250.00
486	07/01/2021	417	GLENN OIL COMPANY	FUEL	100,000.00
920	07/19/2021	151071	JUAN G MALAVE	LOCAL TRAVEL STANDING	400.00
1318	08/26/2021	916012	GENE BURK AUTO GLASS	FY22 STAND/REPLACE GLASS/INCIDENTS LPS	1,000.00
2672	02/23/2022	055700	ALAN R TEAGUE	796 ARP HOMELESS 1 - FY22 STAND/LOCAL TRAVEL	1,000.00

**Non-Payroll Total:** \$102,650.00

**Payroll Total:**

**Report Total:** \$102,650.00

Change Order Listing

**Options:** Fund: BOND FUND (2014), Year: 2021-2022, ReferenceDate: PO Date, Date Range: 5/13/2022 - 6/30/2022,  
Minimum Amount Change: \$200.00, Include Negative Changes: False

53	04/28/2022	6688	LOCKE SUPPLY COMPANY	HVAC-MATLS & LABOR/MULTIPLE	71,301.37
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**Non-Payroll Total:** \$71,301.37

**Payroll Total:** \$0.00

**Report Total:** \$71,301.37

**LAWTON PUBLIC SCHOOLS  
SUMMARY OF FINANCIAL ACTIVITIES  
FY22 APRIL**

FUND	Beginning Period Balance	Prior Year Outstanding	Prior Year OS Checks Cleared	Period Revenue	Paid FY22 (include wires&WC)	Prior Month Outstanding	Outstanding FY22	CASH BALANCE
GENERAL FUND (11)	\$ 24,368,900.47	\$ 9,062.20	\$ -	\$ 21,052,635.09	\$ 21,351,515.01	\$ 1,300,885.37	\$ 2,729,329.42	\$ 25,507,526.80
BUILDING LEVY FUND (21)	\$ 20,279,649.55	\$ -	\$ -	\$ (354,816.54)	\$ 43,750.69	\$ 100.00	\$ 10,000.00	\$ 19,890,982.32
MUNICIPAL TAX (26)	\$ 318,082.02	\$ -	\$ -	\$ -	\$ 24,915.00	\$ -	\$ -	\$ 293,167.02
BOND (32)	\$ 5,636,776.42	\$ -	\$ -	\$ -	\$ 323,936.79	\$ -	\$ 760.00	\$ 5,313,599.63
BOND 2017 (33)	\$ 5,049,567.44	\$ -	\$ -	\$ 8,661,985.51	\$ 211,160.54	\$ 9,914.69	\$ 28,466.02	\$ 13,518,943.74
LEASE PURCH (34)	\$ 994.53	\$ -	\$ -	\$ 0.01	\$ -	\$ -	\$ -	\$ 994.54
SINKING (41)	\$ 8,076,435.10	\$ -	\$ -	\$ 773,263.59	\$ -	\$ -	\$ -	\$ 8,849,698.69
ENDOW (50)	\$ 191,219.41	\$ -	\$ -	\$ (6,115.66)	\$ -	\$ -	\$ -	\$ 185,103.75
ACTIVITY (60)	\$ 3,003,280.33	\$ 7,606.35	\$ -	\$ 227,793.69	\$ 131,872.82	\$ -	\$ -	\$ 3,106,807.55
GIFTS (81)	\$ 11,500.00	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 12,500.00
WC (83)	\$ 11,701.18	\$ -	\$ -	\$ -	\$ 1,691.77	\$ -	\$ -	\$ 10,009.41
	\$ 66,948,106.45	\$ 16,668.55	\$ -	\$ 30,355,745.69	\$ 22,088,842.62	\$ 1,310,900.06	\$ 2,768,555.44	\$ 76,689,333.45

Lawton Public Schools  
Business Operations

Report of Activity Fund Custodian

May 23, 2022

REQUEST APPROVAL TO MAKE THE FOLLOWING TRANSFERS:

<u>Acct. Credited</u>	<u>Acct. Debited</u>	<u>Purpose</u>	<u>Amount</u>
1. MHS Vocal Music	LHS Vocal Music	Hotel Charge Correction	\$234.00

Lawton Public Schools  
Business Operations

Report of Activity Fund Custodian

May 23, 2022

REQUEST APPROVAL TO ESTABLISH NEW ACCOUNTS:

Acct Name/Number	Source of Revenue	Approved Expenditures
Transportation <b>Hospitality (995)</b>	1. Fundraisers 2. Dues, fees, donations	1. Refreshments/luncheons 2. Retirement acknowledgement 3. Celebrations (birthdays, etc) 4. Reimbursement of expenses

## Erate Form Services Agreement (2023-2024)

This agreement is between:

Machelle McKay DBA Collect-Ed LLC, a proprietorship, located at PO Box 333, Mustang, OK, 73064,  
Hereinafter – “CE” And..

LAWTON PUBLIC SCHOOL DIST, located at P.O. Box 1009, Lawton, OK 73502  
Hereinafter – “LAWTON PUBLIC SCH DIST”

By our signatures below, “CE” and “LAWTON PUBLIC SCH DIST” agree to the following terms and conditions:

### “CE” responsibility includes:

- “CE” will use its best efforts to prepare the appropriate paperwork and forms on behalf of the client, commonly referred to as Form 470, 471, 486, and 500 (including SPIN Change requests, Service Substitution requests) in obtaining E-Rate funds from the Universal Service Administrative Company “USAC”, for the funding year stated above.
- “CE” has no control over the USAC any changes in rules and regulations or evaluation process, it is agreed and understood that “CE” can not guarantee approval from the USAC.
- “CE” will notify the school (or entity) of any changes in rules and regulations of the E-Rate program.
- “CE” is not responsible for any E-Rate bids or contracts to other vendors. “CE” does not recommend vendors; however, is able to publicly advertise any request for proposals (RFP). “CE” is able to submit a list of active eligible “E-Rate Service Providers” (vendors).
- “CE” is able to assist in preparing a Request for Proposal (RFP) for E-Rate eligible services, upon request of the school (entity). – Extra charges may apply.
- “CE” will notify each entity of upcoming deadlines set forth by the USAC and submit all forms necessary to the applicant for approval and signature before any deadline.
- “CE” is able to answer questions on behalf of the entity from USAC representative (s).
- “CE” will answer any questions or concerns of the entity as requested.
- “CE” provides a value added services to its customers by continuous E-Rate services: such as reporting to all entities upcoming deadlines, monthly review of “CE” services provided to each entity as well as a “End of Funding Year report” which provides a reconciliation by Funding Request Number (FRN).

### “LAWTON PUBLIC SCH DIST” responsibility includes:

- “LAWTON PUBLIC SCH DIST” agrees to comply with all the rules and regulations set forth by the USAC. Including, but not limited to the 28-day bidding process, compliance and truthfulness of each FCC Form (470, 471, 486, and 500), allocation of “E-Rate” funds and deadlines set forth by the USAC.
- “LAWTON PUBLIC SCH DIST” agrees to the bidding process set forth by the USAC:
  - Provide a list of services or products to be included in the bid process for which they are seeking “E-Rate” funds (to include telecom, internet and / or internal connections)
  - Any and all state or local bidding restrictions and/or regulations before the Form 470. These regulations may include bonding requirements, public advertising for RFPs, etc.
  - The bidding process set forth by the USAC is 28-days from the date the Form 470 is posted. This time frame allows potential vendors to review the list of services and provide equal opportunity to respond to the RFP for the services in which they provide. All qualified service providers chosen must have SPIN number to participate in E-Rate process.
  - Any formal RFP that is written from the school (or consultant) must be written before the Form 470 is posted. If a supplemental RFP is written by consultant, additional charges may apply. The formal RFP process provides more specific information to vendors of particular products or services that the school is seeking. The RFP will be publicly advertised for any qualified vendor to view and respond.
  - “LAWTON PUBLIC SCH DIST” is responsible for all E-Rate bids or contracts to service providers.
- “LAWTON PUBLIC SCH DIST” agrees to provide any information required to obtain “E-Rate” funds, such as, approved Technology plan, copies of invoices, budget / lunch count information, USAC certifications, etc. within the time allowed by either “CE” or the USAC.

- **"LAWTON PUBLIC SCH DIST"** agrees to review and approve ALL E-Rate forms before submitting them to the USAC. The named legal representative of the school (or organization), such as the superintendent, will be required to sign and date each FCC form.
- **"LAWTON PUBLIC SCH DIST"** agrees to communicate any information from the USAC to **"CE"** within 3-5 working days; however, **"CE"** will be listed as the contact on each of the FCC Forms.
- **"LAWTON PUBLIC SCH DIST"** agrees to retain any and all **"E-Rate"** records for a minimum of TEN (10) years from the last date of service. This is a E-Rate requirement set forth by the USAC. (a list of type of records will be provided to the school from **"CE"**)
- **"LAWTON PUBLIC SCH DIST"** agrees to sole responsibility to follow all rules and regulations set forth by the USAC and the FCC (Federal Communications Commission).

**Terms of payment:**

- It is agreed to and understood by both parties that no monies will be paid by **"CE"** for any reason, and that **"CE"** does not guarantee or bear responsibility in anyway, for the approval, payment and receipt of these funds.
- Any restitution for liability will not exceed the paid amount of this contract.
- School (or entity) –if required for payment, to issue Purchase Order to secure funds to pay for services to be rendered.
- Upon receipt of services rendered, an invoice will be submitted to school district for payment. All invoices submitted will require payment within 30days. (1/3 due after each application – 470, 471 and 486. if necessary, Form 472 &/or 500)
- This contract may be cancelled before ANY services are rendered with a 30 day written notice. Otherwise, if cancelled during contract term, **"LAWTON PUBLIC SCH DIST"** agrees to cancellation charges equal to the **BALANCE OF CONTRACT AMOUNT** considering all services were rendered as promised (within the contract funding year) and payment is due within 15 business days.
- Fees are due for services provided by **"CE"** unless otherwise agreed to in a separate agreement.

<b>Basic E-Rate Consulting Services</b>	<b>CAT1 (Telecom &amp; Internet)</b>	<b>CAT2 (Basic Maint &amp; Internal Connections)</b>
<b>ESTIMATED CONTRACT:</b> <i>See pricing schedule attached</i>	<b>\$7,000.00</b>	<b>If used: See pricing schedule attached</b>
<b>ESTIMATED USAC DISCOUNT % INFORMATION</b>		
<b>CAT1 – INTERNET &amp; TRANSMISSION SERVICES (TELECOM)</b>	<b>80 %</b>	-
<b>CAT2 – INTERNAL CONNECTIONS &amp; BASIC MAINT. OR MANAGED SERVICES</b>	-	<b>80 %</b>
<b>PRE-DISCOUNT AMOUNT FILED IN PREVIOUS FUNDING YEAR (2022-2023)</b>	<b>\$ 505,216.61</b>	<b>\$ 305,479.35</b>
<b>OPTIONAL SERVICES: (Additional charges may apply) - See pricing schedule attached</b>		
Contract management - for ongoing (upgrades or changes) separate & apart from E-Rate eligible services	<b>\$ 100.00 / per contract</b>	<b>\$ 100.00 / per contract</b>

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name of Authorized Official (Printed or Typed)

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

*Machelle McKay*

\_\_\_\_\_  
Collect-Ed, LLC Rep Signature

Machelle L. McKay

Consultant

4/25/2022

School Board Approved Date: \_\_\_\_\_ (If necessary)  
Purchase Order (or TIPS) # \_\_\_\_\_

**FUNDING YEAR CONTRACT**  
Contract expires: June 30, 2024

**COLLECT-ED LLC**

E-Rate Consulting Pricing Model

Pricing terms begin for Funding Year 2022 applications processing 7/1/2021

TIPS/TAPS CONTRACT PRICING

*Pricing Model is CONFIDENTIAL and not to be shared with other E-Rate Consultants or competitors*

**CAT 1 - TELECOMMUNICATIONS AND INTERNET ACCESS**

CAT 1 RANGE	0-10k	10k-25k	25k-50k	50k-75k	75k-125k	125k-250k	250k-500k	500k-999k	1m+
Basic E-rate Consulting - Minimum annual contract charges (470, 471, 486, 500)	\$ 350.00	\$ 1,000.00	\$ 2,000.00	\$ 3,000.00	\$ 4,000.00	\$ 5,000.00	\$ 7,000.00	\$ 7,500.00	\$ 10,000.00
FORM 470 (based on previous year funding); including written RFP and CAT2 requests	\$ 100.00	\$ 300.00	\$ 500.00	\$ 750.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00
FORM 471- MINIMUM \$150 <b>UPON FUNDING APPROVED</b>	2.50%	2.50%	2.00%	2.00%	1.50%	1.00%	0.75%	\$ 2,500.00	\$ 4,000.00
FORM 486 - MINIMUM \$100	2.50%	2.50%	2.00%	2.00%	1.50%	1.00%	0.75%	\$ 2,500.00	\$ 3,000.00
FORM 472 - additional charges will apply per services rendered									
FORM 472; per request (based on actual collection)- MINIMUM \$150./YEAR	2.50%	2.50%	2.50%	2.50%	2.00%	2.00%	2.00%	1.50%	1.50%

**CAT 2 - INTERNAL CONNECTIONS, BASIC MAINTENANCE & MANAGED INTERNAL BROADBAND SERVICES (ONLY IF FILING FOR CAT 2)**

CAT 2 RANGE	0-10k	10k-25k	25k-50k	50k-75k	75k-125k	125k-250k	250k-500k	500k-999k	1m+
FORM 471- MINIMUM \$250	2.50%	2.00%	1.50%	1.50%	1.25%	0.75%	0.45%	0.35%	0.25%
<b>UPON FUNDING APPROVED</b> FORM 486 - MINIMUM \$250	2.50%	2.00%	1.50%	1.50%	1.25%	0.75%	0.45%	0.35%	0.25%
FORM 472 - additional charges will apply per services rendered									
FORM 472; per request (based on actual collection)- MINIMUM \$150./YEAR	2.50%	2.50%	2.50%	2.50%	2.00%	2.00%	2.00%	1.50%	1.50%

**ADDITIONAL CHARGES**

additional FORMS 470, 471, 486 (request per form)	\$ 100.00	
APPEALS - USAC or FCC	\$ 350.00	
SPIN CHANGE (per customer or service provider order) each request	\$ 50.00	
Service Substitutions - (per customer or service provider order) each request.	\$ 100.00	
ADDITIONAL HOURLY RATE (for miscellaneous projects, contract management as needed) - minimum charge = 3 hours	\$ 50.00	* Contract management - for ongoing Telecom & Internet Access services (email, webhosting) separate & apart from E-Rate eligible services.
HOURLY RATE - ONSITE SERVICES, including travel time (only if required or requested) - plus per diem for expenses	\$ 50.00	
PER DIEM = Cost of Travel (flight or rental car) & Lodging	actual charges	

*Pricing Model is CONFIDENTIAL and not to be shared with other E-Rate Consultants or competitors*

LAWTON PUBLIC SCHOOLS  
PO BOX 1009  
LAWTON, OKLAHOMA 73502

**CONTRACT FOR CONSULTANT SERVICES**

LAWTON PUBLIC SCHOOLS (LPS) HEREBY CONTRACTS WITH:

TESOL Trainers, Inc.

TO PROVIDE CONSULTANT SERVICES AS LISTED BELOW:

SIOP Professional Development

10 full days of PD training ; one 1/2 day of PD training ; 4 different travel expenses all taking place during the 2022-2023 fiscal year.

CONSULTANT FEE (Fee should be **ALL INCLUSIVE** of all travel expenses) **\$36,150.00**

DATE(S) OF SERVICE: Aug. 1-2; Aug. 3rd = 1/2 day; Oct. 26, 27, 28 & 29, 2022; Jan. 19, 20, 23 & 24, 2023

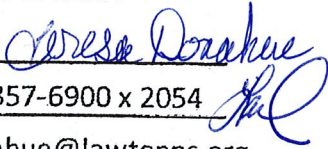
PLACE OF SERVICE: Lawton Public Schools, Lawton Oklahoma


CONSULTANT'S SPECIAL TERMS OR CONDITIONS: LPS will provide copies of materials for participants

IN THE EVENT OF UNFORSEEN CIRCUMSTANCES, EVERY EFFORT WILL BE MADE TO RESCHEDULE WITHIN THE SAME FISCAL YEAR.

IN THE EVENT THAT EITHER PARTY NEEDS TO CANCEL THE CONTRACT FOR ANY REASON, THE CONSULTANT WILL BE COMPENSATED ONLY FOR THE PORTION OF THE SERVICES THAT WERE COMPLETED.

SPECIFIC CONDITIONS OR EQUIPMENT NEEDS WILL BE DISCUSSED WITH THE CONTACT PERSON BELOW.

LPS CONTACT PERSON  
Teresa Donahue   
PHONE 580-357-6900 x 2054  
E-MAIL tdonahue@lawtonps.org

CONSULTANT  
NAME (Print) John Kongsvik  
PHONE 505-204-4361  
EMAIL john@tesoltrainers.com  
SIGNATURE 

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BOARD OF EDUCATION APPROVAL

\_\_\_\_\_  
PRESIDENT, LAWTON BOARD OF EDUCATION

\_\_\_\_\_  
DATE OF APPROVAL

**STATE OF OKLAHOMA  
DEPARTMENT OF REHABILITATION SERVICES  
TRANSITION SCHOOL-TO-WORK: WORK STUDY**

This agreement, consisting of fourteen (14) pages (the "Contract"), is hereby made between the Oklahoma Department of Rehabilitation Services ("DRS") and

**Lawton Public Schools  
P.O. Box 1009  
Lawton OK 73502-1009**

("Contractor" or "School"), and constitutes the entire agreement between the DRS and the Contractor, and no other representations are given or should be implied from written or oral agreements or negotiations that preceded the Contract.

**RECITALS**

**WHEREAS**, the Oklahoma Department of Rehabilitation Services is authorized to make and enter into all contracts necessary or incidental to the performance of its duties, and may purchase or lease equipment, furniture, materials and supplies, and incur such other expenses as may be necessary to maintain and operate the Department, 74 O.S. § 166.1.C; and

**WHEREAS**, the Individuals with Disabilities Education Act (IDEA) and the Rehabilitation Act both provide for transition services for children with disabilities to facilitate the child's movement from school to post-school activities including employment, 20 U.S.C. § 1401(34) and 29 U.S.C. § 721(a)(11)(D); and

**WHEREAS**, the Oklahoma Department of Rehabilitation Services is authorized by rules promulgated by the Oklahoma Commission for Rehabilitation Services at Subchapter 7 of Chapter 10 of Title 612 of the Oklahoma Administrative Code to implement the Transition from School-to- Work Program; and

**WHEREAS**, in the School-to-Work program, there are many services needed. Some of these services are provided by the school under the individualized education plan (IEP) and some are provided by the Oklahoma Department of Rehabilitation Services under the individualized plan for employment (IPE). Other services may be provided by the parents, Career Tech, and others. A major component of the Transition School-to-Work program is work-readiness training and work experience. The work experience can be provided through Work Adjustment Training or the three types of Work Study Programs.

**NOW THEREFORE**, the parties agree as follows:

## **I. Contract Period**

The Contract is effective from the latest date of signature of both parties or July 1, 2022, whichever is the latter, through June 30, 2023. The Contract may be renewed for two additional one-year periods upon written agreement of the DRS and the Contractor.

## **II. Contract Services**

**Students eligible to participate include those DRS transition students:**

- with documented disabilities (includes IEP, 504 Plan, or other documents), who:
  - have been determined eligible for DRS services; or
  - are on a trial work plan as determined by the DRS counselor;
- with an approved case;
- with an individualized plan for employment (IPE) in place;
- with SWS as a line of service on the IPE;
- who are at least 16 years of age; and
- who are attending high school.

DRS clients preauthorized to participate in Work Study may do so for **no more than 24 cumulative months**, as approved on an individual basis by the DRS counselor. The months do not need to be consecutive. Based on individual needs and barriers due to disability, there may be exceptions where the client requires more time to make additional progress. In that instance, the DRS counselor may authorize additional time. Summer months spent in Work Study count in the 24 cumulative months. Transportation, scheduling, administrative or family convenience, or family/individual income needs are not acceptable reasons to extend Work Study beyond 24 cumulative months.

Participating students may work **no more than 15 cumulative hours per week during the school year** (i.e., during the day, evenings, weekends, or holidays). In each of the cases described above, the students must be given school credit for their participation during the school day, and the School staff and the DRS counselor will provide important guidance and instructional help around the work experience. If the student works after school hours, in the evening or on weekends, the School may also choose to give the student school credit and is encouraged to do so to support earning elective credits. The School will provide staff to work with the DRS counselor in the area of transition. The School will have at least one person designated to serve as the “teacher/transition coordinator”. Paraprofessionals could serve as Transition Coordinator or could also be assigned to help with the process and documentation. The Contractor agrees to provide designated staff time for performing the needed duties related to transition. The Contractor agrees to fully inform the staff responsible for carrying out the duties set forth in the Contract. This includes providing all necessary staff with a copy of the Contract.

Students wishing to continue working through the summer as part of Transition School-To-Work: Work Study may do so if the School’s current contract, which expires June 30, is

renewed for the following fiscal year that begins July 1<sup>st</sup>.

The maximum number of hours worked per student that's reimbursable by the DRS cannot exceed 15 cumulative hours per week during the school year. The maximum number of hours worked may exceed 15 cumulative hours per week for summer work only when pre-approved by the DRS counselor. The student can work a maximum of 20 cumulative hours per week during the summer. The DRS will reimburse 100% of the wages paid by the school for a maximum 20 cumulative hours per week. Students may work a maximum 20 cumulative hours per week beginning with the first day of summer break. However, upon the first day back to school, the students must go back to working no more than a maximum 15 cumulative hours per week. All Child Labor Laws apply and must be adhered to.

<https://www.dol.gov/general/topic/youthlabor>

**The School is required to continue supervising, monitoring, and reporting on students working in the School or in the community during the summer.**

Paid work positions must reflect **real work/jobs** and include tasks that would normally be a function of that position. The students must be learning skills that will transfer to competitive, integrated employment in the community. Classroom instructional time does not count as work. The Contractor must ensure that students have access to a wide variety of work/job types and must also ensure the Contractor has enough work to cover the number of students intended to participate in the program. Examples of work/jobs within the School include, but are not limited to, the following.

- *Custodial/bus barn:* learning simple maintenance of School vehicles, detailing School vehicles.
- *Manager of sports teams:* scheduling, scorekeeping, ordering, inventory maintenance, hauling, moving.
- *Teacher's Aid/Assistant:* reading to groups of or individual children, cleaning, organizing, grading, designing bulletin boards.
  
- *Office Assistant:* Making ID badges, taking photos for badges, using a camera, laminating, answering phones, taking phone messages, greeting visitors and directing to locations, data entry, filing.
- *Information Technology Assistant:* use compressed air to clean computers and keyboards, replace batteries, replace mice, clean monitors, conduct virus scans, clean out old hard drives, organizing, inventory maintenance, stocking, ordering.

The same guidelines should be adhered to when selecting community placements for paid work experiences.

The final 9 months of their Work Study must be outside the school/district and **in the community** (unless approved by the DRS counselor in special circumstances).

Students may not work in their family owned business unless approved by the DRS counselor. This includes farms and other businesses.

Students who are completing high school at the end of the school year and who are participating in services through the Contract must cease work upon their last day of school/graduation. They may not continue to work through School Work Study or Work Site Learning beyond their last day of high school.

### **A. Work Study Program**

There are two types of Work Study through DRS:

1. School Work Study (SWS) allows students with disabilities to **work on the School campus**. The students are supervised or closely monitored by School personnel, and the School pays the students a wage with the **DRS making reimbursement to the School** for that payment. The **School maintains liability** for the students while working on campus.
2. Work Site Learning allows students with disabilities to **work in the community**. The students are supervised or closely monitored by School personnel, and the School pays the students a wage with the **DRS making reimbursement to the School** for that payment. The **School maintains liability** for the students while working off campus.

### **B. Other Work Opportunities**

This is not a Work Study through DRS:

1. Employer Work Study allows students with disabilities employment experience in **part-time jobs in the community** with the employers paying the wages/salary(ies). In this instance, the students are employees of the community employers, **employers maintain liability**, and the **DRS does not reimburse the employers for the wages/salary(ies)**.

### **C. Contractor's/School's Obligations**

The designated teacher/transition coordinator(s) shall:

1. be knowledgeable about the contents and requirements of the Contract.
2. obtain written preauthorization from the DRS counselor before initiating services for students (i.e., not starting the student to work before DRS has approved in writing).
3. serve as a member of the IEP team and make decisions for job placement as a team.
4. provide information regarding the program to School personnel, students, and parents.
5. provide job readiness instruction and assistance to the students in the program prior to starting their jobs (e.g., helping them prepare for interviewing for the potential position) through transition services or five core pre-employment transition services.
  - a. job exploration counseling;

- b. work-based learning experiences;
  - c. counseling on opportunities for enrollment in postsecondary education (college, CareerTech, trade education, professional certification, etc.);
  - d. workplace readiness, including social and independent living skills;
  - e. self-advocacy, including peer mentoring.
6. assist with job placement and regular follow-up on the students' progress.
  7. work with the DRS counselor to maintain a list of all authorized participating students, the place of employment, job title, and tasks learned or practiced, at least one time per semester or updated as new students join or jobs/job duties change.
  8. assist with the coordination of the individualized education program (IEP) and the individualized plan for employment (IPE) to reflect the SWS services provided by DRS, including, but not limited to, present levels of performance, services, and annual education/training or employment goals on the IEP.
  9. document such transition services or Pre-Employment transition services provided and completed by participating students.
  10. provide such documentation to the DRS counselor at the end of each semester.
  11. submit by the 15<sup>th</sup> of the following month (or whenever payroll is run by the School for their payment cycle), at the same time, monthly invoices/pay stubs, time sheets, progress reports, and proof of payment to students for reimbursement of the wages paid for students participating in School Work Study or Work Site Learning. and
  12. ensure the electronic copy of the contract is routed to the appropriate person for signature and returned electronically to DRS.

If claiming mileage reimbursement for teacher/transition coordinator travel to/from job sites of DRS clients, submit monthly itineraries and travel claims, which are each signed and verified by the school district superintendent.

#### **D. DRS's Obligations**

The DRS counselor shall:

1. provide teacher/transition coordinators written preauthorization prior to initiation of services for each student approved to work.
2. accept referrals, process applications, and assist with the coordination of the IEP and the IPE and offer input to the IEP employment goals.
3. serve as a member of the IEP team and make decisions for job placement as a team.
4. organize his or her work schedule in order to be available to confer with the School personnel, the students in the program, parents, employers and other partners in the process.
5. arrange and provide services as needed, including vocational evaluations, and counseling and guidance.
6. provide teacher/transition coordinators updated information (as available) as requested.
7. assist with job placement and regular follow-up on the students' progress.
8. work with the School staff/teachers to maintain a list of all authorized participating

students, the place of employment, job title, and tasks learned or practiced, at least one time per semester or updated as new students join or jobs/job duties change.

9. regularly monitor students at job sites.
10. ensure the school/district is submitting monthly time sheets, progress reports, proof of payment to students, and documentation of transition services or Pre-Employment Transition Services (as completed).
11. provide reimbursement for the wages of students participating in School Work Study and Work Site Learning. and
12. provide mileage reimbursement at the state rate for teacher coordinator travel to/from job sites of DRS clients participating in School Work Study and Work Site Learning.

## **E. Student Wage**

1. The DRS and the Contractor agree that students who are employed by the School as part of a training program are not independent contractors, but employees of the School. **The Contractor agrees to deduct state and federal income tax from wages paid to the student.** The Contractor is responsible for costs incurred for workers' compensation or other expenses not included in the minimum wage reimbursed by the DRS, as part of its contribution toward providing coordinated transition services outlined in the Individuals with Disabilities Education Act (IDEA) and the Workforce Innovation and Opportunity Act (WIOA).

2. The DRS and the Contractor further agree that **IRS regulations provide that services performed by a student, who is employed by the School in which the student is enrolled, are not considered "employment" for purposes of FICA (Federal Insurance Contribution Act—Social Security and Medicare) and FUTA (Federal Unemployment Tax Act—employment tax) payroll deductions.** 26 C.F.R. § 31.3121(b)(10)-2(a)(1) and § 31.3306(c)(10)-2(b). The rules provide that the services performed by the student must be incident to and for the purposes of pursuing a course of study at the School. Section 31.3121(b)(10)-2(c). **The DRS and the Contractor agree that students who are employed by the School as part of a training program are not subject to FICA or FUTA.** The employee/student must be enrolled and regularly attending classes at the School at which the employee is employed to have the status of a student within the meaning of the regulations. This exemption does not apply if the student is working for a private employer through Employer Work Study, rather than the School, as part of an internship program. *The student must be employed by the School in order for the exception to apply.* The Oklahoma Employment Security Act provides that employment as part of a work-training program is exempt from the definition of "employment" and, therefore, not subject to the Act and, therefore, should not be documented as wages paid in quarterly submissions to the OESC. 40 O.S. §1-210 (15)(I). **At the end of the calendar year, students are to be provided with a W-2, Wage and Tax Statement, and not a 1099-Misc Form for Independent Contractors.**

3. For the School to be reimbursed for the student's wage, the student must have a trial work plan and/or an Individualized Plan of Employment (IPE) with the Oklahoma Department of Rehabilitation Services, and be participating in School Work Study or Work Site Learning.

**Additionally, the School must have received in writing preauthorization for students to begin working before payments will be issued.**

### **III. Compensation**

#### **A. Contract Amount**

The DRS shall reimburse the Contractor as follows:

- school months –the current federal minimum wage. EXEMPT from FICA and FUTA, thus should not be taken out of the student's check.
- summer months –the current federal minimum wage, plus FICA and FUTA, as summer months are NOT exempt due to the student not being enrolled at least half-time in school.

Payment shall be made upon receipt of properly completed and approved invoices/pay stubs, timesheets and progress reports documenting the provision of services and/or receipt of proper claims for reimbursement of travel expenses pursuant to the contract for services. By law the DRS cannot pay in advance. Neither the Contractor nor any other parties may rely upon any amount set by the DRS in the Contract, or otherwise, as a guaranty, warranty, or any other promise of receipt or payment of that amount, except for those goods and/or services provided to and accepted by the DRS pursuant to the Contract.

The DRS will cancel the Contract if procedures are not followed (e.g., putting students to work before authorized, inappropriate job placements, delayed billing, not submitting proper documentation as outlined in the contract). If a settlement/ratification agreement must be reached between the Contractor and the DRS, the Contractor will receive only 50% of the funds for which it is seeking reimbursement.

The Oklahoma State Constitution, Article 10, Section 23 states, "Balanced Budget - Procedures. The state shall never create or authorize the creation of any debt or obligation, or fund or pay any deficit, against the state, or any department, institution or agency thereof, regardless of its form or the source of money from which it is to be paid, except as may be provided in this section and in Sections 24 and 25 of Article X of the Constitution of the State of Oklahoma."

An express or written contract is a document evidencing, among other things, the mutual consent of the contracting parties. The written document becomes effective when the parties have signified their mutual consent by the act of signing it. The act of signing occurs when it occurs and applies only to events in the future.

To ensure you stay within the law and that you receive full compensation for services provided, please wait for official written documentation from your DRS counselors as to when a service may actually begin for an approved DRS client. The DRS CAN NOT backdate in order to pay for services for any youth with disabilities.

According to 70 O.S. § 5-142 school districts must conduct national criminal record background searches and fingerprinting on prospective employees. Therefore, the DRS will reimburse the school district up to \$45.00 per DRS client who:

- \* is going to participate in School Work Study or Work Site Learning.
- \* is at least 18 years of age, and
- \* has not previously had a criminal background check completed by the school district or any other school district in Oklahoma.

This reimbursement will occur upon request and submission of properly completed documentation to the DRS counselor. If the Contractor chooses to request the expedited background check (\$58.00) from the Oklahoma State Department of Education, the Contractor will be responsible for any additional fees beyond the \$45.00.

## **B. Payment**

The State of Oklahoma has forty-five (45) days from receipt of properly completed and approved invoices/pay stubs, timesheets and progress reports documenting the provision of services and/or receipt of proper claims for reimbursement of travel expenses pursuant to the contract for services to make payment to the Contractor. Invoices/pay stubs, timesheets, progress reports, and claims shall be sent to the DRS counselor who authorized services for each DRS client. **DRS cannot reimburse wages for work study hours that are not preapproved in writing by the DRS counselor.**

The DRS counselor's name, address, and telephone number are shown on each DRS client's Authorization for Purchase. If the State of Oklahoma fails to make payment within the forty-five (45) days, the Contractor is eligible to receive interest on the unpaid balance due per State of Oklahoma Statutes. The Contractor is responsible for claiming the interest.

All students who are placed in the Transition Work Study program must be active Vocational Rehabilitation (VR) or Services for the Blind and Visually Impaired (SBVI) clients and have a trial work plan and/or an IPE in place in order for the school/district to be reimbursed for wages paid through School Work Study or Work Site Learning, or for the student to participate in Employer Work Study.

## **C. Lapse Of Invoices/Claims**

Properly completed and approved invoices/pay stubs, timesheets and progress reports documenting the provision of services and/or proper claims for reimbursement of travel expenses pursuant to the contract for services shall be submitted within ninety (90) calendar days of the provision of those services and/or incurrence of those travel expenses. Supporting encumbrances may be cancelled upon a lapse of six (6) months from the actual provision of services and/or incurrence of travel expenses pursuant to the contract for services, unless specified otherwise in the Contract.

#### **IV. Standard Terms**

##### **A. Equal Opportunity/Non-Discrimination**

The Contractor 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.

##### **B. Lobbying Activities**

The Contractor certifies the following:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, renewal, amendment or modification of any federal grant, or cooperative agreement;

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

##### **C. Debarment And Suspension**

In accordance with Presidential Executive Orders 12549 and 12689, the Contractor certifies that neither it nor its principals are presently debarred, suspended or otherwise disqualified for participation in federal assistance programs. Such certification is a material representation of fact upon which reliance is being placed when entering into the Contract. A determination that the Contractor knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for the Contractor's default. Additionally, the Contractor shall promptly provide written notice to the Oklahoma state purchasing director if the certification becomes erroneous due to changed circumstances.

#### **D. Drug-Free Workplace**

The Contractor certifies compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988.

#### **E. Modification**

The Contract may only be modified by mutual consent of the parties in writing.

#### **F. Cancellation**

1. With Cause: In the event the Contractor fails to meet the terms and conditions of the Contract or fails to provide services in accordance with the provisions of the Contract, the DRS may upon written notice of default transmitted via Certified Mail to Contractor, cancel the Contract effective upon receipt of notice or at 5:00 PM on the fifth calendar day from the date DRS 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. In the event a Notice of Cancellation is issued, the Contractor shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the State of Oklahoma, Office of Management and Enterprise Services.

2. Without Cause: It is further agreed that the Contract may be canceled by either party by providing thirty (30) days prior written notice.

#### **G. Access To And Retention Of Records**

The Contractor shall maintain adequate and separate accounting and fiscal records and account for all funds provided by any source to pay the cost of the Contract. Authorized personnel of the U.S. Department of Education, or other pertinent federal agencies, and authorized personnel of the Oklahoma Department of Rehabilitation Services, State Auditor and Inspector, and other appropriate state entities shall have the right of access to any books, documents, papers, or other records of contract which are pertinent to the performance or payment of the Contract in order to audit, examine, make excerpts, and/or transcripts. The Contractor shall be required to maintain all records for three (3) years after the DRS makes final payment and all other pending matters are closed.

#### **H. Subcontracting**

The services to be performed under the Contract shall not be subcontracted, in whole or in part, to any other person or entity without written approval by the DRS. The terms of the Contract, and such additional terms as the DRS may require, shall be included in any subcontract. Approval of the subcontract shall not relieve the Contractor of any responsibility for performing the Contract.

## **I. Compliance With State And Federal Laws**

The Contractor 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 Contractor, without reliance on or direction by the DRS.

## **J. Travel**

The travel expenses to be incurred by the Contractor pursuant to the Contract shall be included in the total amount of the contract award. The DRS will only pay travel expenses (including per diem) specified in and charged against the total amount of the contract award. In addition, the DRS will not reimburse travel expenses in excess of the rate established by the Oklahoma State Travel Reimbursement Act, 74 O.S. § 500.1-37. The Contractor shall be responsible for all travel arrangements, and provide supporting documentation for reimbursement.

## **K. Client Confidentiality**

The Contractor assures compliance with DRS requirements pertaining to the protection, use, and release of personal information. The Contractor will hold confidential all personal information regarding individuals, including lists of names, addresses, photographs, records of evaluation, and all other records of the DRS client. This information may not be disclosed, directly or indirectly, unless consent is obtained in writing or as otherwise required by law.

## **L. Unallowable Costs**

In the event any audit, audit resolution, review, monitoring, or other oversight results in the determination that the Contractor has expended DRS funds on unallowable costs on this or any previous contract, the Contractor shall reimburse the DRS in full for all such costs on demand. The DRS may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other contracts.

## **M. Audit**

### **1. Federal Funds**

Organizations that expend \$750,000 or more in a year in federal funds from all sources shall have a certified independent audit conducted in accordance with 2 C.F.R. Part 200.

### **2. State Funds**

Corporations both for-profit and non-profit, and governmental entities that receive \$50,000 or more in a year in State funds from DRS shall have a certified independent audit of its operations conducted in accordance with Government Auditing Standards. The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles, and the report

shall include a supplementary schedule of awards listing all state and federal funds by funding source.

**3. Auditor Approval and Audit Distribution**

The audit shall be performed by a certified public accountant or public accountant who has a valid and current permit to practice public accountancy in the State of Oklahoma, and who is approved by the Oklahoma Accountancy Board to perform audits according to Government Auditing Standards. The Contractor's fiscal managers and appropriate oversight bodies shall review the auditor's latest external quality control review report prior to the audit being conducted. DRS retains the right to examine the work papers of said auditor.

The Contractor shall submit two copies of the annual audit report to the Department of Rehabilitation Services - Contracts Unit 3535 N.W. 58<sup>th</sup> Street, Suite 300, Oklahoma City, Oklahoma 73112, plus a copy of the management letter, if applicable, and corrective action plan to all audit findings, and the auditor's latest external quality control review report within 120 days of the Contractor's fiscal year end. In the event the Contractor is unable to provide the audit report within the time specified, the Contractor shall submit a written request to the address listed above for an extension citing the reason for delay. DRS reserves the right to suspend payment to the Contractor for costs owed pursuant to this Contract if DRS has not received the prior year audit.

**N. Clean Air Act**

The Contractor agrees 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 Contractor agrees to report each violation to DRS and understands and agrees that DRS will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.

**O. Employment Relationship**

The Contract does not create an employment relationship. Individuals performing services required by the Contract are not considered employees of the State of Oklahoma or the DRS for any purpose, and as such shall not be eligible for benefits accruing to state employees. The Contractor shall comply with all applicable laws regarding workers' compensation insurance.

**P. Insurance**

If the Contractor is not a self-insured governmental entity, the Contractor is hereby required to carry liability insurance adequate to compensate persons for injury to their person or property occasioned by an act of negligence by the Contractor, its agents or employees. Said policy must provide that the carrier may not cancel or transfer the policy without giving the DRS thirty (30) days written notice prior to the cancellation or transfer.

The Contractor shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract, and provide the DRS with evidence of such insurance and renewals upon request.

#### **Q. Punitive Actions**

The Contractor understands that payment for services to DRS clients pursuant to the Contract shall be made by the DRS. Accordingly, the Contractor shall not restrict or refuse services under the Contract to DRS clients based on nonpayment by the DRS. No actions shall be taken against the DRS client, including collection actions for any service covered under the Contract, or for any late payment for which the DRS has responsibility. In addition, the Contractor agrees that no punitive actions will be taken against any client of the DRS for late payment of any tuition, fees, books, supplies, etc. for which the DRS has responsibility. This includes, but is not limited to, withholding grades, Pell or other financial aids, or delaying enrollment.

#### **R. Prior DRS/State Employment**

The Contractor hereby certifies that at the start of the contract period neither he/she, or if applicable, no member of its board or officers are former DRS employees who were employed by the DRS during the prior twelve (12) months. Pursuant to 74 O.S. § 85.42(B), the Contractor also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the Contractor to fulfill any of the services provided for under said contract.

#### **S. Legal Employment Status Verification System**

The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time the Contract is executed or awarded, are in compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007 (25 O.S. §§ 1312 and 1313) and all applicable federal immigration laws and are registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and is available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

#### **T. Contract Jurisdiction**

The Contract 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 DRS or the Contractor to enforce or to interpret provisions of the Contract.

#### **U. Severability**

If any provision under the Contract, or its application to any person or circumstance, is held invalid by any court of competent jurisdiction, such invalidity does not affect any other



**Signature:**

**Email:** contracts@okdrs.gov

STATE OF OKLAHOMA  
DEPARTMENT OF REHABILITATION SERVICES  
**WORK PLAN**

Lawton Public Schools  
VENDOR

\_\_\_\_\_  
Contract Number

Krista McKelvin has been appointed contract monitor for the above stated contract and assumes responsibility for the monitoring of all programmatic aspects of the contract, including the periodic and ongoing review of reports or other valid indications of performance. The contract monitor also assumes oversight responsibility for fiscal monitoring of said contract.

The contract monitor has been assigned the following duties:

1. monitoring services provided through the contract;
2. periodically reviewing interim reports or other indications of past contract performance;
3. monitoring contractor compliance to the requirements and specifications of the contract;
4. monitoring pre-authorization of contract services in AWARE;
5. monitoring the Oklahoma Department of Rehabilitation Services (DRS) authorizing authority's approvals for services provided through the contract;
6. monitoring the DRS authorizing authority's receiving, reviewing, approving, and submitting of invoices/claims for payment to DRS Finance – Accounts Payables (State Office);
7. If the contract number begins with 805, the contract monitor shall submit requests for additional funding to the DRS Contracts Section prior to the expenditure of funds.

All information pertinent to this contract (i.e., original contract copies, addendums, revisions, vendor correspondence, evaluations, reports, audits, compliance reviews and staff comments regarding service provision) shall be maintained in the central repository located in the DRS Contracts Section. Documentation shall be made available for review upon request by the Office of Management and Enterprise Services (OMES). Copies of invoices/claims shall be maintained in the DRS Finance Unit. Confidential DRS client information shall be maintained in the DRS client's case service file.

The services to be performed through the contract are necessary for DRS to carry out its policies, rules, and regulations regarding the provision of indicated and appropriate rehabilitation services in a timely manner leading to employment of eligible disabled individuals, per the Code of Federal Regulations (CFR), Section 261.42(a)(4).

**STATE OF OKLAHOMA  
DEPARTMENT OF REHABILITATION SERVICES  
WORK ADJUSTMENT TRAINING (WAT)**

This agreement, consisting of twenty-one (21) pages (the "Contract"), is hereby made between the Oklahoma Department of Rehabilitation Services ("DRS") and

**LAWTON PUBLIC SCHOOLS  
753 NW FORT SILL BLVD.  
LAWTON, OK 73507**

("Contractor"), and constitutes the entire agreement between the DRS and the Contractor, and no other representations are given or should be implied from written or oral agreements or negotiations that preceded the Contract.

**RECITALS**

**WHEREAS**, the Oklahoma Department of Rehabilitation Services is authorized to make and enter into all contracts necessary or incidental to the performance of its duties and may purchase or lease equipment, furniture, materials and supplies, and incur such other expenses as may be necessary to maintain and operate the Department, 74 O.S. § 166.1.C; and

**WHEREAS**, the Oklahoma Department of Rehabilitation Services desires employment training for its individuals; and

**WHEREAS**, the Individuals with Disabilities Education Act (IDEA) and the Rehabilitation Act both provide for transition services for children with disabilities to facilitate the child's movement from school to post school activities including employment, 20 U.S.C. § 1401(34) and 29 U.S.C. § 721(a)(11)(D); and

**WHEREAS**, the Oklahoma Department of Rehabilitation Services is authorized by rules promulgated by the Oklahoma Commission for Rehabilitation Services, O.A.C. 612: 10-7-164 to provide work adjustment training; and

**WHEREAS**, the fees for services set forth herein have been approved as fixed rates by the Oklahoma Commission for Rehabilitation Services and the Office of Management and Enterprise Services pursuant to 74 O.S. § 85.7(A)(6)(f).

**NOW THEREFORE**, the parties agree as follows:

**I. Contract Period**

The Contract is effective from the latest date of signature of both parties or July 1, 2022, whichever is the latter, through June 30, 2023. The Contract may be renewed for two additional one-year periods upon written agreement of the DRS and the Contractor.

## II. Contract Services

### A. Contractor's Obligations

1. The Contractor agrees to submit a proposal initially to start a program or as requested by DRS staff. A proposal should include a description of the referral process, staff qualifications, admission criteria, individualized assessment tools, individualized training plan forms, curriculum, progress assessment and reporting methods and tools, a plan for post-training services, and information about facilities and equipment to be utilized. Upon approval, a contract shall be issued to the Contractor. **The work adjustment training program is designed to prepare high school age youth with the most significant disabilities or equally significant barriers for competitive integrated employment in the community by developing important work habits, attitudes and personal and social adjustment skills.** Services such as these are made possible by the Workforce Innovation and Opportunity Act (WIOA) of 2014.
2. DRS clients preauthorized to participate in work adjustment training (WAT) may do so for a maximum 18 cumulative months, as pre-approved on an individual basis by the DRS counselor. If the DRS client requires more time to make additional progress, the DRS counselor may authorize additional time. If the Contractor provides WAT during the summer months, any summer months worked by the DRS client count as part of the maximum 18 cumulative months. **The Contractor agrees to fully inform the staff responsible for carrying out the duties set forth in the Contract. This includes providing all necessary staff with a copy of the Contract and pertinent documents.**

**Students eligible to participate include those DRS transition students:**

- a. with documented disabilities (includes individualized education plan (IEP), 504 Plan, or other documents)  
who:
    - have been determined eligible for DRS services. or
    - are on a trial work plan as determined by the DRS counselor.
  - b. with an approved DRS case.
  - c. with an individualized plan for employment (IPE) in place.
  - d. with WAT as a line of service on the IPE.
  - e. who have been provided written authorization by DRS as to their start date.  
and
  - f. who are at least 16 years of age.
3. There are rare cases where students NOT on an IPE may participate in WAT under a Trial Work Plan, as approved by the DRS counselor. In either case, no services may begin without prior written authorization from DRS.

4. Students who are completing high school at the end of the school year and who are participating in services through the Contract must cease participation upon their last day of school/graduation. They may not continue to participate in WAT beyond their last day of high school (unless in rare cases and only with DRS counselor approval).
5. Work adjustment training provided under the provisions of the Contract must comply with the component parts as described:

## **B. Program Requirements**

### **1. Referral**

The Contractor agrees to provide work adjustment training to eligible individuals of the DRS who are referred to the Contractor by the DRS and pre-authorized in writing by the DRS counselor. All services for DRS individuals shall be pre-authorized in writing by the DRS counselor as "work adjustment training". It is the Contractor's responsibility to market and educate others about its program.

### **2. Staff Qualifications**

The work adjustment training center shall assure that all instructional staff and assistants are properly trained to perform their assigned functions. Minimum staff training and qualifications should include the following:

- a. complete DRS Employment Consultant Training within the first year of employment; or
- b. be a certified special education teacher; and
- c. have experience working with people with disabilities and knowledge of transition requirements under IDEA and the Pre-ETS of WIOA.

The instructional staff must also have access to technical assistance and receive update training as appropriate. The Contractor shall document qualifications and ongoing training/professional development.

### **3. Admission Criteria**

The work adjustment training center shall provide specific admission criteria for individuals with the most significant disabilities or equally significant barriers expressing a desire to obtain competitive integrated employment in the community after completing work adjustment training. Admission criteria shall be made available in accordance with the DRS requirements. The Contractor shall make every effort to educate clients and parents about working toward competitive integrated community employment.

#### 4. Individualized Assessment

The work adjustment training center shall assure that each individual is afforded, **on a monthly basis**, an individualized assessment of interpersonal and competitive work related skills. This shall be documented on the DRS Monthly Progress Report form and any other assessments chosen by the Contractor. The individualized assessment shall be documented and must include:

- a. an assessment of the individual's interpersonal skills, including the ability to interact socially.
- b. capacity to understand verbal and written instructions.
- c. job skills, including the ability to meet both the physical and social aspects of competitive integrated employment.
- d. work speed and endurance.
- e. career interest and awareness.
- f. work behaviors, which include the ability to work independently. and
- g. physical capacities and psychomotor skills.

The Contractor shall assist each client in developing a realistic vocational goal upon completion of one school year (i.e., 9 months) in the work adjustment training center program. This shall include working with clients to identify strengths, interests, abilities, challenges, job matches and mismatches, and researching alternative jobs within various career fields. This vocational goal shall be shared with the DRS counselor upon development with the intent of aligning this goal with the IPE goal and jointly planning activities to reach the goal. The Contractor shall share with the DRS concerns regarding client participation or lack of progress as soon as possible as well as a change in client's goal toward achieving competitive integrated employment.

#### 5. Individualized Training Plan (ITP)

- a. The work adjustment training center shall assure that an individualized training plan be prepared for each individual served within 60 calendar days of admission. The goal of the individualized training plan shall be working towards independent competitive community integrated employment and shall be based on input from the individual and his/her parent(s) or authorized representative. It should address areas of strength and needed services based on the individualized assessment, and provide the basis for periodic evaluation of progress towards competitive employment. ITPs for each client must be submitted to the DRS counselor within 60 calendar days.
- b. This ITP shall be reviewed regularly (or at least every 3 months along with the DRS Progress Report) and shall also contain a detailed description of how each client shall progress through work adjustment training and ultimately into a paid work experience through the Transition School-to-Work: Work Study contract, or other paid or unpaid work experience (e.g.,

job shadowing, on the job training). DRS counselors shall work with the Contractor on an individual basis to determine when a client is ready to transition out of work adjustment training and into a work experience; however, the DRS counselor and the Contractor shall be given the flexibility to allow for alternate plans for exceptional individual cases. The Contractor shall also assist each DRS client with developing a transportation plan for employment upon completion of services (e.g., city bus, call-a-ride, taxi, walking, carpooling, parent driving, driving self, riding a bicycle, Uber). This may be included in the ITP or another document but must be in writing.

## 6. Curriculum

a. The work adjustment training center shall provide instruction and orientation to work practices which is tailored to individual needs and falls within the five core Pre-Employment Transition Services:

- 1a. job Exploration Counseling;
- 2a. work-based Learning Experiences;
- 3a. counseling on opportunities for enrollment in postsecondary education (college, CareerTech, trade education, professional certification, etc.);
- 4a. workplace Readiness, including social and independent living skills;  
and
- 5a. self-advocacy, including peer mentoring.

and that encompasses:

- 6a. career interest/awareness and Job seeking skills (e.g., utilize resources for finding jobs, stating job interests, recognizes purpose for work and need to develop skills).
- 7a. work Behaviors (e.g., attendance, punctuality, working independently or in groups, dressing appropriately, demonstrating safety and maturity, and following work rules, using breaks wisely, cell phones and other electronic devices in the workplace, e-mail etiquette).
- 8a. job Skills (e.g., switching tasks, remaining on task, obtaining supplies, and cleaning up work area).
- 9a. work speed and endurance (e.g., completing tasks with accuracy, increasing time on task, asks for additional work, and adjusts to change).
- 10a. interpersonal/communication skills (e.g., ability to interact socially, cooperate, ask for help, use appropriate manners, respond to criticism; initiate, maintain, and end conversations; appropriate conversation topics for the workplace; forms of harassment and how to respond/get help; what is NOT harassment).
- 11a. independent living skills (e.g., value of money, how to organize money, banking, setting a budget, money/identify safety, preparing for

meals, grocery shopping, light meal preparation, kitchen safety, accessing and using various transportation options, transportation safety, community safety, sorting laundry, using washing machines/dryers, community resources, personal needs/medical, home safety, emergencies); Safety training may include real life practice, class discussion and activities, role playing, watching safety videos, having guest speakers, etc. Sample transportation topics may include, but are not limited to:

- specific equipment and documentation to keep in vehicle or on your person.
- emergency procedures for specific transportation option.
- communication between program and driver before, during, and after transport.
- maintenance and inspection of vehicles and bicycle.
- safety in and around vehicles.
- school zones, railroad crossings.
- unloading and double-checking vehicles after unloading.
- knowing your surroundings and people around you.
- seatbelts, car seats, booster seats, helmets, and other safety devices.
- waiting on the curb.
- crossing the street.
- waiting at bus stops.
- rules for bicycles.
- strangers. and
- being street smart.

12a. understanding verbal and written instructions (e.g., following directions, responding to directions in a timely manner, remembering steps, and asking for help). and

13a. work related skills (e.g., dealing with work pressures, counting, measuring, telling/managing time, travel and transportation, including planning around work schedules to arrive on time, what to do when you will be late or not able to go to work).

b. The Contractor shall integrate the use of technology for clients and ensure clients are accessing technology in meaningful ways that will help better prepare them for ways to use technology for employment purposes (e.g., resume development, online applications, job searches, e-mail, and interest inventories). If a client has a cell phone or other electronic device and can be taught how to use it for reminders, lists or steps, video modeling, the Contractor is encouraged to make use of such opportunities for independence.

- c. The curriculum must also include real work observation and include a variety of work experiences in the community (e.g., ability to transfer work skills, learn new job tasks, and demonstrate appropriate behavior). The Contractor shall ensure that each client is afforded the opportunity to experience at least six (6) different types of jobs in various community settings (e.g., retail, hotel, restaurant, manufacturing, industry, customer service, medical) throughout each school year. This must include at least 6 separate experiences in the community. Situations in which students would be performing tasks of a volunteer nature may count as only one of the 6 experiences. The DRS counselor and the Contractor shall be given the flexibility to allow for alternate plans for **exceptional individual cases**.
- d. Virtual opportunities for WAT that's available through the Contractor may be provided to students due to Covid-19-related concerns. A proposal for virtual training **MUST** be received and approved by the DRS Transition Coordinator in order to continue with the WAT program, if the need for virtual training occurs. The vendor **MUST** provide detailed information regarding virtual activities on any progress reports and in the time sheet notes. The Contractor **MUST** justify what has been done virtually with each DRS client. Online YouTube videos and virtual job shadowing opportunities for students can be used to continue the various community experiences. There shall be no change to time sheet billing amounts during virtual training.

## **7. Progress Assessment And Reporting**

The work adjustment training center shall have established procedures for evaluating the individual's progress toward independent competitive integrated employment and skills identified in items 4 and 5 above and must report results periodically in accordance with the DRS requirements. Evaluation of progress of individuals shall be required every 30 days, and an additional evaluation of level of independence every 90 days, with work adjustment training not to exceed a maximum 18 cumulative months, unless pre-approved by the DRS counselor. All progress reports and time sheets must be submitted to the DRS counselor by the 15<sup>th</sup> of the following month for timely payment to the Contractor for students participating in work adjustment training.

## **8. Post-Training Services**

The work adjustment training center shall provide post-training referral services for each individual in accordance with the individual's needs. Such services should include but not be limited to referrals for job placement assistance and/or continuing education.

## 9. Facilities And Equipment

The work adjustment training center shall have adequate equipment and facilities to facilitate the training services provided by the center. The equipment and facilities used for training purposes shall meet or exceed all appropriate safety standards. Additionally, the facilities must meet the ADA requirements for accessibility. The Contractor shall ensure adequate staff to supervise students in the various facilities utilized for work adjustment training. Staff assigned to implement WAT program requirements must have appropriate training and qualifications (e.g., employment consultant training).

## 10. Reporting

The Contractor agrees to maintain all appropriate training standards and provide monthly attendance and progress reports for each authorized individual. These reports shall be processed through the assigned DRS counselor. The DRS staff shall conduct ongoing annual evaluations through visits, reviewing paperwork, and onsite auditing to ensure compliance with the DRS guidelines. Should the DRS find areas of noncompliance, the Contractor shall be required to submit a corrective action plan (CAP) within 30 days. The DRS shall do a follow-up visit within two months to ensure all areas on noncompliance are corrected. Final reporting and recommendation regarding competitive employment abilities or obstacles shall be completed by the Contractor on each individual at the conclusion of the work adjustment training period. This final report shall include each client's plans for future employment.

## C. Additional Contractor Requirements

The Contractor's designated teacher/transition coordinator(s) shall:

1. be knowledgeable about the contents and requirements of the Contract, especially the Key Points documented in Appendix A.
2. obtain written preauthorization from the DRS counselor before initiating services for students.
3. be a part of the decision making process for community work experiences and transitioning students out of the WAT program.
4. provide information regarding the program to school personnel, students, and parents.
5. provide job readiness instruction and assistance to the students as outlined above that fall within the following five core Pre-Employment Transition Services:
  - a. job exploration counseling;
  - b. work-based learning experiences;
  - c. counseling on opportunities for enrollment in postsecondary education (college, CareerTech, trade education, professional certification, etc.);
  - d. workplace readiness, including social and independent living skills;
  - e. self-advocacy, including peer mentoring.

6. assist with regular assessment of the students' progress.
7. work with the DRS counselor to maintain a list of all authorized participating students at least one time per semester or updated as new students join or exit.
8. assist with the coordination of the individualized education program (IEP) and the individualized plan for employment (IPE) to reflect the WAT services provided by DRS, including, but not limited to, present levels of performance, services, and annual education/training or employment goals on the IEP.
9. document such transition services or Pre-Employment transition services provided and completed by participating students on the progress report form or other documents developed by the Contractor or required by DRS.
10. provide monthly documentation to DRS counselor, such as progress reports and attendance reports.
11. provide an ITP within 60 calendar days of admission to the DRS counselor. and
12. ensure the electronic copy of the contract is routed to the appropriate person for signature and returned electronically to DRS.

#### **D. DRS's Obligations**

The DRS counselor shall:

1. provide the Contractor written preauthorization prior to the initiation of services for each student approved for the WAT program.
2. provide to the Contractor a signed copy of each client's IPE within 30 days of beginning the WAT program.
3. accept referrals, process applications, and assist with the coordination of the IEP and the IPE and offer input to the IEP employment goals.
4. provide payment to the Contractor for work adjustment training as set forth in Paragraph III. A, in a timely manner when provided with progress reports and timesheets for processing.
5. serve as a member of the transition team and help make decisions regarding experiences and transition out of the WAT program.
6. organize his or her work schedule in order to be available to confer with the Contractor, the students in the program, parents, employers and other partners in the process.
7. arrange and provide services as needed, including vocational evaluations, and counseling and guidance.
8. provide technical assistance to the Contractor.
9. make regular visits to the WAT program, either at the facility or in the community to observe activities and client progress.
10. work with the school staff/teachers to maintain a list of all authorized participating students, the vocational goal, experiences, skills learned, and areas for further development, at least one time per semester or updated as new students join or vocational goals change. and
11. ensure the Contractor is submitting accurate monthly time sheets and progress reports, including documentation of transition services or pre-employment transition services (as completed).

### III. Compensation

#### A. Contract Amount

In consideration of the satisfactory performance of said services, the DRS shall pay the Contractor at the rates set forth below.

1. The DRS shall pay a fixed rate to the Contractor up to \$375.00 per month for half day (3 hour) training periods, \$250.00 per month for 2 hour per day training periods, or \$125.00 per month for 1 hour per day training periods per individual client. The Contractor shall be paid at the full amount for clients who participate in trainings for at least 61% of school days in each month. A school day is defined as a day in which school is in session and students are expected to be in attendance. Snow days do not count as school days. Participation of 60% or less must be prorated accordingly. For example, if a student was present 12 out of the 20 possible school days in a month (i.e., 60%) and was in the program daily for at least 2 hours (i.e., \$250), the Contractor would bill the DRS for \$150.00 (i.e., 60% of \$250). A school month begins effective the first day the student is authorized to attend. For example, if school starts August 1, but the student is not authorized to attend until August 15, the school days that month available to that student begin on August 15.
2. For all school months containing fewer than 10 school days, the DRS shall pay to the Contractor on a prorated daily rate per individual client. The daily rates to be utilized are as follows.
  - Daily rate for clients participating for 3 hours at \$375.00 per month-- \$18.75 per day.
  - Daily rate for clients participating for 2 hours at \$250.00 per month-- \$12.50 per day.
  - Daily rate for clients participating for 1 hour at \$125.00 per month-- \$6.25 per day.
3. For example, if a student was present 9 out of the 9 school days for the month of December (100% of the days in the short month) and was in the program daily for at least 3 hours (which would be at the \$375.00 per month amount), the Contractor would bill the DRS at a daily rate of \$18.75 for each day (i.e., \$168.75, which is \$18.75 times 9 school days).
4. This daily rate is to account for the months in which a school incurs a long holiday or significant break of any kind in which the students would not be attending school the typical number of days in a month (i.e., an average of 20 school days), and to account for schools that go year-round.
5. A student is considered in attendance for the day if the student is present at least 50% of the time that day that they are designated to be in Work Adjustment Training. For example, if a student is enrolled in Work Adjustment Training for 3 hours per day, and they are present in the program for at least 1 ½ hours of the program that day, they are considered in attendance. If they are present less than that amount of time due to illness or other reason, they are considered not

in attendance. If they are enrolled in 2 hours, they would need to be present for at least 1 hour that day, and for 1 hour of enrollment, they would need to be present for at least a half an hour that day to be counted in attendance. Billing invoices must be adjusted if a student averages less time during the month than which he or she was originally authorized (e.g., a student who is authorized 3 hours a day who really ends up averaging about 2 hours a day over the month shall only be billed at 2 hours that month).

6. Time in WAT begins when instruction or employment readiness/practice begins and ends when said instruction/readiness ends. Breaks are not allowable billed time for DRS WAT programs. Travel time to get to the WAT facility does not count toward billable time.
7. There are no "free/excused" absences that may still be billed for by the Contractor. Daily student attendance must be counted.
8. The school Contractor providing WAT for its students and the Community Rehabilitation Provider (CRP) providing WAT services to students are responsible for providing transportation for DRS transition clients to and from community employment activities (unless other arrangements are made between the school and CRP) and may not seek reimbursement from the DRS for travel expenses. Schools are responsible for transporting their students to and from the CRP who is providing the WAT program for their students.
9. If an individual does not participate in training during any given month, payment shall not be made for that month. Payment shall be made upon submission of properly completed and approved progress reports and time sheets documenting services. By law the DRS cannot pay in advance. Neither the Contractor nor any other parties may rely upon any amount set by the DRS in the Contract, or otherwise, as a guaranty, warranty, or any other promise of receipt or payment of that amount, except for those goods and/or services provided and accepted by the DRS pursuant to the Contract.
10. The Contractor may use funds to develop, enhance, and implement the WAT program. All funds paid to the Contractor by DRS must be put back into the program and used for implementing the program. Examples of ways in which funds may be spent include, but are not limited to:
  - a. WAT staff salaries and compensation package.
  - b. facility and maintenance costs.
  - c. substitutes to cover staff when at trainings.
  - d. training costs for WAT staff to attend the Annual Oklahoma Transition Institute (OTI), job coach training, and other training relevant to fulfilling the requirements of the WAT contract (and may include registration fees, hotel, per diem, mileage, and parking for WAT staff).
  - e. curriculum.
  - f. gas for transporting DRS clients to and from community businesses for the required minimum 6 community visits.
  - g. WAT vehicle maintenance, repairs, and depreciation.
  - h. program materials. and

- i. uniforms or protective clothing and equipment required by community business partners.
11. DRS funds shall NOT be used to purchase food without the written permission from the designated DRS contract monitor and solely for the purpose of teaching independent living skills. DRS shall only authorize the use of funds for food in situations in which independent living skills are taught to DRS clients, and the clients have a role in planning the menu, preparing shopping lists, budgeting, shopping, preparing and cooking, serving, and cleaning after the skills instruction.
12. Upon request, the Contractor shall submit to the DRS monitor an expenditure report or other proof of purchase/payment for expenditures of DRS funds.

## **B. Payment**

The State of Oklahoma has forty-five (45) days from receipt of a proper invoice documenting the provision of services and/or receipt of a proper claim for reimbursement of travel expenses pursuant to the contract for services, timesheets, and progress reports documenting the provision of services to issue payment to the Contractor. Invoices/claims, time sheets and progress reports shall be sent to the DRS counselor who authorized services for each DRS client. The DRS counselor's name, address, and telephone number are shown on each DRS client's Authorization for Purchase. If the State of Oklahoma fails to make payment within the forty-five (45) days, the Contractor is eligible to receive interest on the unpaid balance due per State of Oklahoma Statutes. The Contractor is responsible for claiming the interest. DRS cannot make payment for services that are not pre-approved in writing by the DRS counselor.

All students who are placed in the Work Adjustment Training program must be active VR/VS clients and have a trial work plan and/or an Individualized Plan of Employment (IPE) in place in order for the training facility to be paid a fixed rate.

## **C. Lapse Of Invoices/Claims**

Proper invoices documenting the provision of services and/or proper claims for reimbursement of travel expenses pursuant to the contract for services shall be submitted within ninety (90) calendar days of the provision of those services and/or incurrence of those travel expenses. Supporting encumbrances may be cancelled upon a lapse of six (6) months from the actual provision of services and/or incurrence of travel expenses pursuant to the contract for services, unless specified otherwise in the Contract.

## **IV. Standard Terms**

### **A. Equal Opportunity/Non-Discrimination**

The Contractor 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.

## **B. Lobbying Activities**

The Contractor certifies the following:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, renewal, amendment or modification of any federal grant, or cooperative agreement;

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

## **C. Debarment And Suspension**

In accordance with Presidential Executive Orders 12549 and 12689, the Contractor certifies that neither it nor its principals are presently debarred, suspended or otherwise disqualified for participation in federal assistance programs. Such certification is a material representation of fact upon which reliance is being placed when entering into the Contract. A determination that the Contractor knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for the Contractor's default. Additionally, the Contractor shall promptly provide written notice to the Oklahoma state purchasing director if the certification becomes erroneous due to changed circumstances.

## **D. Drug-Free Workplace**

The Contractor certifies compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988.

## **E. Modification**

The Contract may only be modified by mutual consent of the parties in writing.

## **F. Cancellation**

1. With Cause: In the event the Contractor fails to meet the terms and conditions of the Contract or fails to provide services in accordance with the provisions of the Contract, the DRS may upon written notice of default transmitted via Certified Mail to Contractor, cancel the Contract effective upon receipt of notice or at 5:00 PM on the fifth calendar day from the date DRS 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. In the event a Notice of Cancellation is issued, the Contractor shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the State of Oklahoma, Office of Management and Enterprise Services.

2. Without Cause: It is further agreed that the Contract may be canceled by either party by providing thirty (30) days prior written notice.

## **G. Access To And Retention Of Records**

The Contractor shall maintain adequate and separate accounting and fiscal records and account for all funds provided by any source to pay the cost of the Contract. Authorized personnel of the U.S. Department of Education, or other pertinent federal agencies, and authorized personnel of the Oklahoma Department of Rehabilitation Services, State Auditor and Inspector, and other appropriate state entities shall have the right of access to any books, documents, papers, or other records of contract which are pertinent to the performance or payment of the Contract in order to audit, examine, make excerpts, and/or transcripts. The Contractor shall be required to maintain all records for three (3) years after the DRS makes final payment and all other pending matters are closed.

## **H. Subcontracting**

The services to be performed under the Contract shall not be subcontracted, in whole or in part, to any other person or entity without written approval by the DRS. The terms of the Contract, and such additional terms as the DRS may require, shall be included in any subcontract. Approval of the subcontract shall not relieve the Contractor of any responsibility for performing the Contract.

## **I. Compliance With State And Federal Laws**

The Contractor 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 Contractor, without reliance on or direction by the DRS.

## **J. Travel**

The travel expenses to be incurred by the Contractor pursuant to the Contract shall be included in the total amount of the contract award. The DRS will only pay travel

expenses (including per diem) specified in and charged against the total amount of the contract award. In addition, the DRS will not reimburse travel expenses in excess of the rate established by the Oklahoma State Travel Reimbursement Act, 74 O.S. § 500.1-37. The Contractor shall be responsible for all travel arrangements, and provide supporting documentation for reimbursement.

#### **K. Client Confidentiality**

The Contractor assures compliance with DRS requirements pertaining to the protection, use, and release of personal information. The Contractor will hold confidential all personal information regarding individuals, including lists of names, addresses, photographs, records of evaluation, and all other records of the DRS client. This information may not be disclosed, directly or indirectly, unless consent is obtained in writing or as otherwise required by law.

#### **L. Unallowable Costs**

In the event any audit, audit resolution, review, monitoring, or other oversight results in the determination that the Contractor has expended DRS funds on unallowable costs on this or any previous contract, the Contractor shall reimburse the DRS in full for all such costs on demand. The DRS may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other contracts.

#### **M. Audit**

**1. Federal Funds**

Organizations that expend \$750,000 or more in a year in federal funds from all sources shall have a certified independent audit conducted in accordance with 2 C.F.R. Part 200.

**2. State Funds**

Corporations both for-profit and non-profit, and governmental entities that receive \$50,000 or more in a year in State funds from DRS shall have a certified independent audit of its operations conducted in accordance with Government Auditing Standards. The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles, and the report shall include a supplementary schedule of awards listing all state and federal funds by funding source.

**3. Auditor Approval and Audit Distribution**

The audit shall be performed by a certified public accountant or public accountant who has a valid and current permit to practice public accountancy in the State of Oklahoma, and who is approved by the Oklahoma Accountancy Board to perform audits according to Government Auditing Standards. The Contractor's fiscal managers and appropriate oversight bodies shall review the auditor's latest external quality control

review report prior to the audit being conducted. DRS retains the right to examine the work papers of said auditor.

The Contractor shall submit two copies of the annual audit report to the Department of Rehabilitation Services - Contracts Unit 3535 N.W. 58<sup>th</sup> Street, Suite 300, Oklahoma City, Oklahoma 73112, plus a copy of the management letter, if applicable, and corrective action plan to all audit findings, and the auditor's latest external quality control review report within 120 days of the Contractor's fiscal year end. In the event the Contractor is unable to provide the audit report within the time specified, the Contractor shall submit a written request to the address listed above for an extension citing the reason for delay. DRS reserves the right to suspend payment to the Contractor for costs owed pursuant to this Contract if DRS has not received the prior year audit.

#### **N. Clean Air Act**

The Contractor agrees 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 Contractor agrees to report each violation to DRS and understands and agrees that DRS will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.

#### **O. Employment Relationship**

The Contract does not create an employment relationship. Individuals performing services required by the Contract are not considered employees of the State of Oklahoma or the DRS for any purpose, and as such shall not be eligible for benefits accruing to state employees. The Contractor shall comply with all applicable laws regarding workers' compensation insurance.

#### **P. Insurance**

If the Contractor is not a self-insured governmental entity, the Contractor is hereby required to carry liability insurance adequate to compensate persons for injury to their person or property occasioned by an act of negligence by the Contractor, its agents or employees. Said policy must provide that the carrier may not cancel or transfer the policy without giving the DRS thirty (30) days written notice prior to the cancellation or transfer. The Contractor shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract, and provide the DRS with evidence of such insurance and renewals upon request.

#### **Q. Punitive Actions**

The Contractor understands that payment for services to DRS clients pursuant to the Contract shall be made by the DRS. Accordingly, the Contractor shall not restrict or refuse services under the Contract to DRS clients based on nonpayment by the DRS.

No actions shall be taken against the DRS client, including collection actions for any service covered under the Contract, or for any late payment for which the DRS has responsibility. In addition, the Contractor agrees that no punitive actions will be taken against any client of the DRS for late payment of any tuition, fees, books, supplies, etc. for which the DRS has responsibility. This includes, but is not limited to, withholding grades, Pell or other financial aids, or delaying enrollment.

#### **R. Prior DRS/State Employment**

The Contractor hereby certifies that at the start of the contract period neither he/she, or if applicable, no member of its board or officers are former DRS employees who were employed by the DRS during the prior twelve (12) months. Pursuant to 74 O.S. § 85.42(B), the Contractor also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the Contractor to fulfill any of the services provided for under said contract.

#### **S. Legal Employment Status Verification System**

The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time the Contract is executed or awarded, are in compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007 (25 O.S. §§ 1312 and 1313) and all applicable federal immigration laws and are registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and is available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

#### **T. Contract Jurisdiction**

The Contract 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 DRS or the Contractor to enforce or to interpret provisions of the Contract.

#### **U. Severability**

If any provision under the Contract, 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 Contract or its application that can be given effect without the invalid provision or application.

**V. Signatures**

For the faithful performance of the terms of the Contract, the parties hereto, in their official capacities stated, affix their signatures.

Oklahoma Department of  
Rehabilitation Services

Contractor

Signature

Date

Kathy Lowry, CPPB, CPO

Print Name

Manager Contracts & Purchasing

Title



Signature

Date

5/12/2022

Lance Gibbs

Print Name

CFO - Asst. Superintendent

Title

Lance Gibbs 580-357-6900  
ext 2047  
\*Chris Sharkey ext. 2222

Contact Person

Telephone

lance.gibbs@lawtonps.org

Contractor's Email Address

csharkey@lawtonps.org

## **Appendix A**

### **Key Points of the DRS Work Adjustment Training Contract**

1. The Contractor must obtain written preauthorization from the DRS counselor before initiating services for students.
2. Students may participate 1 hour per day (\$125 per month to the Contractor), 2 hours per day (\$250 per month to the Contractor), or 3 hours per day (\$375 per month to the Contractor).
3. Students may participate in WAT for a maximum 18 cumulative months, as pre-approved by the DRS counselor. Additional WAT training exceeding the maximum 18 cumulative months must be pre-approved by the DRS counselor.
4. The team must meet to determine when the student can transition out of WAT and into a less restrictive employment experience.
5. A minimum of 6 community employment experiences must be completed for each student.
6. DRS shall reimburse the Contractor for the amount invoiced based on student attendance and prorated accordingly.
7. Documents required for payment:
  - a. the monthly timesheet; and
  - b. the progress report(s).
  - c. These documents should be sent to the DRS counselor on a monthly basis. Waiting until the end of the semester or the end of the year to submit them is not acceptable.
8. WAT Payment Process:
  - a. School sends individual student Progress Report and Time Sheet to the DRS counselor.
  - b. The DRS counselor authorizes payment to the Contractor.
  - c. The DRS counselor enters payment amount.
  - d. The DRS State Office sends a check to the Contractor.
  - e. The State of Oklahoma has forty-five (45) days from receipt of proper timesheets and progress reports to make payment to the Contractor.

## Appendix B

### Resources to Assist in Program Implementation

#### **Free Resources**

1. Autism Speaks (IL Skills)  
[https://www.autismspeaks.org/sites/default/files/docs/ttk2\\_independent\\_living.pdf](https://www.autismspeaks.org/sites/default/files/docs/ttk2_independent_living.pdf)
2. Biz Kids (Money Management)  
<http://bizkids.com/>  
<http://bizkids.com/students>  
<http://moneytalks4teens.ucanr.edu/>  
<http://www.themint.org/teens/index.html>
3. CaseyLifeskills (Money, Home, and Food Management)  
[http://www.casey.org/media/CLS\\_ResourceGuides\\_subdocs\\_PAYAModule1.pdf](http://www.casey.org/media/CLS_ResourceGuides_subdocs_PAYAModule1.pdf)
4. CaseyLifeskills (Moving Out on Your Own)  
[http://www.casey.org/media/CLS\\_ResourceGuides\\_subdocs\\_imgettingready.pdf](http://www.casey.org/media/CLS_ResourceGuides_subdocs_imgettingready.pdf)
5. University of  
  - a. Self-Determination Assessments for Transition  
<http://www.ou.edu/content/education/centers-and-partnerships/zarrow/self-determination-assessment-tools.html>
  - b. Self-Determination Curriculum  
<http://www.ou.edu/content/education/centers-and-partnerships/zarrow/choicemaker-curriculum.html>
  - c. Transition Education Materials  
<http://www.ou.edu/content/education/centers-and-partnerships/zarrow/transition-education-materials.html>
  - d. Preference Indicators  
<http://www.ou.edu/content/education/centers-and-partnerships/zarrow/transition-assessment---severe-disabilities.html>
  - e. Timeline of Transition Activities developed by the Oklahoma Transition Council  
<http://www.ou.edu/content/education/centers-and-partnerships/zarrow/timeline-of-transition-activities.html>
6. Minnesota Literacy Council (Employment Readiness)  
<http://mnliteracy.org/tools/employment-readiness-curriculum>
7. Applied Educational System  
<http://www.aeseducation.com/careercenter21/employability-skills-lesson-plans/>

#### **Resources for Purchase**

8. Conover Company (Functional Skills)  
[https://www.conovercompany.com/downloads/fss\\_brochure.pdf](https://www.conovercompany.com/downloads/fss_brochure.pdf)
9. University of Oklahoma Zarrow Center for Learning Enrichment Resources
  - a. Transition Assessments  
<https://tagg.ou.edu/tagg/>
10. Brigance Transition Skills  
<http://www.curriculumassociates.com/products/detail.aspx?title=BrigTSA>

11. Skills USA

<http://www.skillsusa.org/programs/career-readiness-curriculum/>

**Resources for Driving Readiness**

Montgomery College readiness checklist

Children's Hospital of Philadelphia readiness

Quizlet Driver Readiness flashcards

DriveWell Info and Resources for Drivers

## MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into as of May 5, 2022 between and by Lawton Public Schools hereinafter referred to as the "FACILITY" and acting through Oklahoma State University, hereinafter referred to as the "UNIVERSITY."

WHEREAS FACILITY has certain facilities that would be beneficial to graduate students of speech-language pathology for training and practical experience;

WHEREAS, the UNIVERSITY has students who would benefit from such training and experience;

NOW THEREFORE, it is mutually understood, in consideration of the mutual covenants and promises, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Clinical Externships. The UNIVERSITY shall be responsible with arranging the clinical externship experience ("Clinical Externship") for any participating students ("Student(s)") at the FACILITY. The UNIVERSITY and the FACILITY shall mutually determine the scope of the Clinical Externship program, the schedule of student assignments and the number of Students who may participate in the Clinical Externship.

2. Term. The term of this Agreement of the Clinical Externship will commence on May 5, 2022 and continue in effect for a period of time not to exceed five (5) years unless one party notifies the other at least 90 days in advance. However, notification by a party of its intent to terminate shall not affect students currently enrolled and participating in Clinical Externship up until date of termination. Upon mutual agreement, the parties may decide to exercise the option to extend their relationship, and this Agreement, annually.

3. Responsibilities of the UNIVERSITY.

a. The UNIVERSITY shall designate a UNIVERSITY employee or another individual retained by the UNIVERSITY (the "Clinical Coordinator") to serve as the coordinator for the Clinical Externship to work directly with FACILITY personnel ("Facility Coordinator") and coordinate all the activities of Students.

b. The UNIVERSITY will designate the duration of the practicum to be between eight (8) and (12) weeks, which will be mutually determined by the Clinical Coordinator, the student, the Facility Coordinator, and the FACILITY Student Externship Supervisor(s), thirty (30) days prior to the onset of the externship.

c. The UNIVERSITY shall provide the name(s) of the Student(s) (the "Roster") along with an Externship schedule, to the Facility Coordinator at the FACILITY before the Clinical Externship begins.

The UNIVERSITY will require any participating Student(s) who will participate in the Clinical Externship to provide to the FACILITY verification of the following before the Student enters a

FACILITY site: (i) a complete Hepatitis B vaccination series (series of three or waiver); (ii) negative PPD or chest x-ray (dated within current year); (iii) MMR vaccinations (series of two) or positive titer(s); (iv) a written verification of varicella history, varicella vaccination or a varicella titer by a physician or a physician's designee; and (v) a "clean" background check.

d. The UNIVERSITY shall require that any participating Student(s), before beginning the Clinical Externship, have current CPR certification that meets standards acceptable to the FACILITY.

e. The UNIVERSITY shall be responsible for all actions, activities and affairs of Student(s) during the Clinical Externship to the extent required by law.

f. Student trainee assignments and minimal levels of academic preparation and clinical experience for the student will be mutually agreed upon from time to time.

g. All representations and warranties in this Agreement shall remain true and correct during the term of this Agreement. If any of the representations and warranties becomes inaccurate in any way, the UNIVERSITY shall immediately notify the FACILITY.

#### 4. Responsibilities of the FACILITY.

a. The FACILITY shall designate a Facility Coordinator to for the Clinical Externship who will work directly with the Clinical Coordinator to plan and coordinate the Clinical Externship.

b. The FACILITY will designate one or more employees to serve as the FACILITY Student Externship Supervisor(s), who will be responsible for coordinating learning experiences for the Student(s). The FACILITY Student Externship Supervisor(s) will also be responsible for insuring the supervision of student representatives meets the minimum requirements established by the Council on Academic Accreditation (CAA) of the American Speech-Language-Hearing Association (ASHA). This representative(s) has authority to plan and arrange the work schedule of the Student(s).

c. The FACILITY will maintain records concerning the progress/performance and client/contact records for each student. Client/contact records shall conform to the format suggested by the CAA of ASHA. Student evaluation forms will be provided by the UNIVERSITY. Client/contact records will be provided by the FACILITY. Upon completion of the assignment, student evaluation forms and client/contact records shall be forwarded to the UNIVERSITY unless otherwise not permitted by law or due to confidential information restrictions.

d. The FACILITY shall provide the UNIVERSITY and Student Externship Supervisor(s) with copies of the Facility's policies, rules, regulations and procedures that are applicable to the Student's participation in the Clinical Externship.

e. The FACILITY shall permit Students to assist in the provision of speech/language therapy services to FACILITY patients, but the FACILITY may restrict their activities, including any patient care activities, at the FACILITY. The FACILITY will retain full responsibility for patient care by providing appropriate professional supervision of students.

f. The FACILITY shall permit the UNIVERSITY to visit, tour and inspect the Facility's facilities and records relating to the Clinical Externship on reasonable notice during the FACILITY administration's regular business hours, subject to requirements of patient confidentiality, legal compliance requirements of the FACILITY, and minimizing disruption or interference with FACILITY operations, including patient care activities.

g. The FACILITY shall make available emergency care and treatment to Students, as necessary, subject to its usual charges. Such treatment will be at the expense of the individual treated.

5. Conflicts and Removal of Students. If a conflict arises between an employee of the FACILITY, on the one hand, and a Student, on the other, the FACILITY Coordinator and/or Clinical Coordinator shall intervene in an attempt to resolve the matter. The FACILITY may require that the UNIVERSITY immediately remove a Student from a Clinical Externship when the FACILITY believes that the individual exhibits inappropriate behavior, is disruptive, does not comply with FACILITY rules or policies, or poses a threat to the health, safety or welfare of a patient, employee or any other person.

6. Insurance Coverage. This provision is applicable to Universities that are owned and operated by the State of Oklahoma. The UNIVERSITY represents that it and its faculty are self-insured according to the Oklahoma Governmental Tort Claims Act. The FACILITY requires any participating Student(s) furnish verification of professional liability insurance covering the participating themselves with insurance liability limits of no less than \$1,000,000 per occurrence and \$3,000,000 aggregate; however, policy limits may exceed the target limits required. A certificate of such insurance shall be furnished to the FACILITY upon request if the attached certificate has expired. The FACILITY shall maintain insurance in amounts sufficient to cover its responsibilities under this Agreement.

7. Termination.

a. Termination for Cause. The FACILITY may immediately terminate this Agreement for cause upon notice to the UNIVERSITY upon the occurrence of any of the following events: (i) the failure of the any participating Student(s) to maintain insurance coverage as required by this Agreement; or (ii) the UNIVERSITY fails to bar any Student(s) from participating in a Clinical Externship after the FACILITY has informed the UNIVERSITY to remove any Student(s) for reasons permitted under this Agreement.

b. Termination for Material Breach. If either party defaults by the failure to comply in all material respects with the terms of this Agreement, the other party may terminate this Agreement by giving at least 30 days prior written notice to the defaulting party, specifying in reasonable detail the nature of the default, unless the defaulting party remedies the default within the 30 day period. This provision shall not constitute an election of remedies by either party, and each

party shall have and retain all rights and remedies that may be available at law or in equity in the event of breach or default by the other party.

8. Responsibility for Actions. Each party shall be responsible for its own acts and omissions and the acts and omissions of its employees, officers, directors and affiliates. A party shall not be liable for any claims, demands, actions, costs, expenses and liabilities, including reasonable attorneys' fees, which may arise in connection with the failure of the other party or its employees, officers, directors, or agents to perform any of their obligations under this Agreement. The UNIVERSITY is an agency or institution of the State of Oklahoma and the UNIVERSITY'S liability shall be governed by the Oklahoma Governmental Tort Claims Act.

9. Disclaimer of Intent to Become Partners. The FACILITY and the UNIVERSITY shall not by virtue of this Agreement be deemed to be partners or joint venturers. Neither party shall incur any financial obligation on behalf of the other.

10. Notices. Any and all notices, consents or other communications by one party intended for the other shall be deemed to have been properly given if in writing and personally delivered, transmitted by electronic means, or deposited in the United States first class mails, postpaid, to the addresses or numbers set forth below the signatures of the parties.

11. Confidentiality. The UNIVERSITY shall, and the UNIVERSITY must require any participating Student(s) to keep confidential and not divulge to anyone else any of the proprietary, confidential information of the FACILITY, including patient information, unless such information (a) is or becomes generally available to the public other than as a result of disclosure by the UNIVERSITY or any of the Students, or (b) is required to be disclosed by law or by a judicial, administrative or regulatory authority. The UNIVERSITY and Students shall not use such information except as required to provide patient care services in the Clinical Externship.

12. HIPAA Compliance.

a. The UNIVERSITY must, and the UNIVERSITY shall require any participating Students to appropriately safeguard the protected health information of patients, in accordance with applicable provisions of the Health Insurance Portability and Accountability Act of 1996, as it may be amended from time to time ("HIPAA") and applicable law. Student(s) may use and disclose protected health information solely for the education and treatment purposes contemplated by this Agreement.

b. With respect to information obtained or received from the FACILITY, the UNIVERSITY shall: (i) not use or further disclose the information other than as permitted or required by this Agreement or as required by law; (ii) use appropriate safeguards to prevent use or disclosure of the information other than as provided for by this Agreement; (iii) report to the FACILITY any use or disclosure of the information not provided for by this Agreement of which the UNIVERSITY becomes aware; and (iv) require that any agents, including a subcontractor, to whom the UNIVERSITY provides protected health information received from, or created or

received by the UNIVERSITY on behalf of, the FACILITY agrees to the same restrictions and conditions that apply to the FACILITY with respect to such information.

13. Rights in Property. All supplies, fiscal records, patient charts, patient records, medical records, X-rays, computer-generated reports, pharmaceutical supplies, drugs, drug samples, memoranda, correspondence, instruments, equipment, furnishings, accounts and contracts of the FACILITY shall remain the sole property of the FACILITY.

14. Non-Discrimination. Except to the extent permitted by law, the FACILITY, the UNIVERSITY and Students shall not discriminate on the basis of race, color, creed, sex, age, religion, national origin, disability or veteran's status in the performance of this Agreement. As applicable to the UNIVERSITY, the provisions of Executive Order 11246, as amended by EO 11375 and EO 11141 and as supplemented in Department of Labor regulations (41 CFR Part 60 et. Seq.) are incorporated into this Agreement and must be included in any subcontracts awarded involving this Agreement. The UNIVERSITY represents that, except as permitted by law, all services are provided without discrimination on the basis of, race, color, creed, sex, age, religion, national origin, disability or veteran's status; that it does not maintain nor provide for its employees any segregated facilities, nor will the UNIVERSITY permit its employees to perform their services at any location where segregated facilities are maintained. In addition, the UNIVERSITY agrees to comply with Section 504 of the Rehabilitation Act and the Vietnam Era Veteran's Assistance Act of 1974, 38 U.S.C. Section 4212.

15. FACILITY Policies and Procedures. The UNIVERSITY shall agree to educate any participating Student(s) of the requirement to comply with the policies, rules, and regulations of the FACILITY as will be provided to any participating Student(s) by the FACILITY prior to the start of any Term.

16. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

17. No Assignment. Neither party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other.

18. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective legal representatives, successors and permitted assigns.

19. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oklahoma.

20. Rights Cumulative; No Waiver. No right or remedy conferred in this Agreement upon or reserved to either the UNIVERSITY or FACILITY is intended to be exclusive of any other right or remedy. Each and every right and remedy shall be cumulative and in addition to any other right or remedy provided in this Agreement. The failure by either the FACILITY or the UNIVERSITY to insist upon the strict observance or performance of any of the provisions

of this Agreement or to exercise any right or remedy shall not impair any such right or remedy or be construed as a waiver or relinquishment with respect to subsequent defaults.


21. No Third-Party Beneficiaries. This Agreement is not intended to confer any right or benefit upon, or permit enforcement of any provision by, anyone other than the parties to this Agreement.

22. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and cannot be changed or modified except by another agreement in writing signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Lawton Public Schools  
753 Fort Sill Blvd.  
Lawton, OK 73507  
580-357-6900

Oklahoma State University  
203 Whitehurst Hall  
Stillwater, OK 74078  
research@okstate.edu

  
\_\_\_\_\_  
Name  
Title *Executive Director*

\_\_\_\_\_  
Kenneth W. Sewell  
Vice President for Research

*May 19, 2020*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

OSU Administrative Contact:  
Lisa D. Sperry, Grants & Contracts Specialist  
Megan Whitehead, Clinic Coordinator  
OSU College of Arts & Sciences  
(405) 744-8452  
[Lisa.sperry@okstate.edu](mailto:Lisa.sperry@okstate.edu)

OSU Technical Contact:  
Megan Whitehead  
OSU Communications Sciences & Disorders  
(918) 594-8573  
[Megan.whitehead@okstate.edu](mailto:Megan.whitehead@okstate.edu)

\_\_\_\_\_  
MARY BRADLEY, PRESIDENT  
LAWTON PUBLIC SCHOOLS, BOARD OF EDUCATION      DATE



**Minutes of the Lawton Public Schools Board of  
Education Regular Meeting  
Held on Monday, May 9, 2022**

The Board of Education of Independent School District I-8, Comanche County, Oklahoma, met on Monday, May 9, 2022 at 5:15 PM in the Shoemaker Center Auditorium, 753 NW Fort Sill Blvd, Lawton, Oklahoma.

**Call to Order, Pledge of Allegiance and Roll Call**

Mary Bradley, President, called the meeting to order. Superintendent Kevin Hime led the flag salute. Roll call indicated the following board members were present:

Mary Bradley: Present  
Carla Clodfelter: Present  
Patty Neuwirth: Present  
Zeldon Rice: Present  
Mark Scott: Absent  
Col. Rhett Taylor: Present

**Excellence In Education**

The Whittier Rockin' Cardinals performed, showcasing their Arts For Small Program.

**Special Guests/Special Recognitions - Kevin Hime and Mary Bradley**

A video was shown recognizing LPS students who were receiving academic honors.

**Report of the Superintendent**

Updated reports from Business Operations and Educational Services were provided to the board, sharing both recent and pending activities in their departments ensuring the board members stay informed about the district functions and initiatives.

Superintendent's Announcement(s) – There were no announcements

**Consent Agenda**

**(The following matters may be approved in their entirety by the Board upon motion made, seconded and passed by a majority vote of the Board members. However, upon request of any Board member, any one or more matters will be removed from the consent agenda and acted upon separately. Contracts are approved subject to review by the District's legal counsel. Any or all of the public record items included within the consent agenda, i.e. minutes to be submitted for approval; purchase orders to be submitted for acceptance; financial report; proposed transfer of funds between activity accounts; and fund-raising event listings, may be examined at the Office of the Clerk of the Board of Education at the Shoemaker Center, 753 Fort Sill Blvd., Lawton, OK. An appointment to review records is requested.)**

a. Report of the Purchasing Agent/Encumbrance Clerk - Sheila Relf

1. Approve Purchase Orders
  - General Fund (11) PO#'s 3072-3158
  - Bond Fund (32) PO#'s 53 - 55
  - Gift Fund 81 PO# - 5
2. Change Order Listing
3. Payroll Encumbrance PO#'s 50000 - 52727
- b. Report of the Chief Financial Officer - Lance Gibbs
  1. Items To Be Identified As Surplus
- c. Report of the Activity Fund Custodian - LaQuinta Chambers
  1. Out of State Travel
- d. Report of the Clerk - Carla Dewberry-Fulner
  1. Contracts / Agreements
- e. Approval of the Minutes of the April 21, 2022 Regular Board Meeting
- f. Item(s) Removed from the Consent Agenda for Separate Action
- g. Approval of the Balance of the Consent Agenda

**Motion Passed:** Motion to approve the balance of the consent agenda passed with a motion by Patty Neuwirth and a second by Zeldon Rice.

Carla Clodfelter: Yes  
Col. Rhett Taylor: No Vote  
Mary Bradley: Yes  
Patty Neuwirth: Yes  
Zeldon Rice: Yes

- h. Approval of Item that was Previously Pulled for Separate Action

**Proposed Executive Session to Discuss:**

- a. The employing, promoting, or receiving resignation(s) of individual certified and support salaried personnel as listed on the Personnel Reports, Exhibit A and Exhibit B. (Exhibit B includes new potential hires and presented to the board under separate cover).  
[Authorized by 25 OKLA.STAT. Section 307 (B)(1) of the Oklahoma Open Meeting Act]

**Vote to Convene into Executive Session**

**Acknowledge Board's Return to Open Session**

**Executive Session Minutes Compliance Announcement**

**Superintendent's Personnel Report / Items Discussed in Executive Session**

a. Approval of Superintendent's Personnel Reports, Exhibit A (and Exhibit B that was presented under separate cover)

**Motion Passed:** Motion to approve the Superintendent's Personnel Report passed with a motion by Carla Clodfelter and a second by Zeldon Rice.

Carla Clodfelter: Yes

Col. Rhett Taylor: No Vote

Mary Bradley: Yes

Patty Neuwirth: Yes

Zeldon Rice: Yes

**New Business - This refers to any matter not known about or which could not have been reasonably foreseen prior to the time of posting of the agenda. Okla. Stat. tit. 25 Sec. 311(A)(9)**

There was no new business.

**The next regular board meeting date is Monday, May 23, 2022 at 5:15 p.m., in the Shoemaker Center Auditorium.**

**Setting New Board Meeting Dates**

No new dates were set.

**Board Announcements**

**Adjournment**

The meeting adjourned at 5:35 p.m.

I, the undersigned clerk of the Board of Education of Lawton Public Schools, District I-8, Comanche County, Oklahoma, do hereby certify that prior notice of this meeting was given to the County Clerk of Comanche County, Oklahoma, listing the time, place, and date of the meeting. I also certify that at least 24 hours prior to the meeting, notice of the time and place and the agenda were posted in prominent view of the location of the meeting and in all respects Title 25, O.S. (Supp.) both inclusive, have been complied with fully.

Witness my hand and seal of the school district this Monday, May 9, 2022.

School Seal:

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Carla Dewberry, Clerk of the Board

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Schyla Wright, Minutes Clerk

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Mary Bradley, President



**CERTIFIED**

<b>NAME</b>	<b>ASSIGNMENT</b>	<b>LOCATION</b>
Kevin Hime	Superintendent	Shoemaker
Jason James	Chief Operations	Shoemaker
Lance Gibbs	Chief Financial Officer	Shoemaker
Lynn Cordes	Executive Director Communications	Shoemaker
Teresa Jackson	Executive Director Secondary	Shoemaker
Lesa Sparks	Executive Director Elementary	Shoemaker
Jean Hastings	Executive Director Human Resources	Shoemaker
Teresa Donahue	Executive Director Federal Programs	Shoemaker
Laura Puccino	Executive Director Finance	Shoemaker
Chris Sharkey	Executive Director Special Services	Shoemaker
Jack Hanna	Executive Director Operations	Maintenance
Lupe Ostruske	Director of Elementary	Shoemaker
Stephanie Hime	Director of New Staff Development	Shoemaker
Reagan Hall	Director of Curriculum	Shoemaker
Regina DeLoach	Director of Diversity and Inclusion	Shoemaker
Joan Gabelmann	Director of Assessment and Accountability	Shoemaker
Gary Dees	Director of Athletics	Shoemaker
Diana Landoll	Director of Grants	Shoemaker
Jay Hunt	Director of Transportation	Transportation
Donald McCaig	Director of Maintenance	Maintenance
AJ Watson	Director of Information Technology	Shoemaker
Dave McDermott	Director of Media Operations	Shoemaker
David Hornbeck	Chief of Police	Shoemaker
Jennifer Bass	Assistant Director of Special Education	Shoemaker
Stephanie Diane Keene	Assistant Director of Special Education	Shoemaker
Meghan Haley	Assistant Director of Elementary Special Services	Shoemaker
Jeri Santos	Assistant Director of Secondary Special Services	Shoemaker
Vanessa Perez	Assistant Director of Educational Technology	Shoemaker
Charlotte Oates	Director of Life Ready Center	LRC
Lindsey Hoerbert	LRC Assistant Principal	LRC
Ashley McCarter	Almor West ES Principal	Almor West
Felisha Watson	ES Principal in Training	Almor West/Carriage Hills
Kim Harrison	Carriage Hills ES Principal	Carriage Hills
Ella Snavelly	Cleveland ES Principal	Cleveland
Melanie Nungesser	Crosby Park ES Principal	Crosby Park
Dana Moore	Edison ES Principal	Edison
Trevor Wyatt	Assistant Principal in Training	Edison/Crosby Park
Brianna Brejcha	Eisenhower ES Principal	Eisenhower ES
Sarah Breeze	Freedom ES Principal	Freedom
Chelsea Henderson	Freedom Assistant Principal	Freedom
Margaret Ploof	Freedom Assistant in Training	Freedom
Charity Williams	Freedom Assistant in Training	Freedom
Amy Wilcox	Hugh Bish ES Principal	Hugh Bish
Oscar Castro	Lincoln ES Principal	Lincoln

Jennifer Tadlock	Pat Henry ES Principal	Pat Henry
Jennifer Langston	Pat Henry Assistant Principal	Pat Henry
Deborah Spencer	Pioneer Park ES Principal	Pioneer Park
Katie Caughron	Assistant Principal in Training	Pioneer Park/Lincoln
Jennifer Cruz	Ridgecrest ES Principal	Ridgecrest
Dustin Williams	Ridgecrest Assistant Principal	Ridgecrest
Shelby Carpenter	Sullivan Village ES Principal	Sullivan Village
RJ Hoyt	Assistant Principal	Sullivan Village/Cleveland
Kelsey Roberts	Washington ES Principal	Washington
Brenda Walker	Whitter ES Principal	Whittier
Andrea Hardzog	Woodland Hills ES Principal	Woodland Hills
Kourtney Colley	Assistant Principal in Training	Woodland Hills/Eisenhower
Lana Welch	Learning Tree ES Principal	Learning Tree Academy
Tony Jones	CMS Principal	CMS
Juliane Hardeman	CMS Assistant Principal	CMS
Rodney Lee	CMS Assistant Principal	CMS
Joe Williams	CMS Assistant Principal	CMS
Kallan Glasgow	EMS Principal	EMS
Alaina McNeil	EMS Assistant Principal	EMS
Shannah Holland	EMS Assistant Principal	EMS
OPEN	EMS Assistant Principal	EMS
Kelly Mims	MMS Principal	MMS
April Bowden	MMS Assistant Principal	MMS
Coby McClure	MMS Assistant Principal	MMS
Brent Hagan	MMS Assistant Principal	MMS
Jay Lehr	EHS Principal	EHS
James Burkey	EHS Assistant Principal	EHS
Andrea Tracy	EHS Assistant Principal	EHS
Brent Mahan	EHS Assistant Principal	EHS
Jerri Manning	EHS Assistant Principal	EHS
Charles Kirchen	LHS Principal	LHS
Richard Mullins	LHS Assistant Principal	LHS
Travis Pool	LHS Assistant Principal	LHS
Lisa Cullison	LHS Assistant Principal	LHS
OPEN	LHS Assistant Principal	LHS
Jennifer Mason	LVA HS Principal	LVA
Rellon Sampler	LVA HS Assistant Principal	LVA
Keli Collins	LVA MS Principal	LVA
Darla Massad	LVA MS Assistant Principal	LVA
Danny Smith	MHS Principal	MHS
Lisa Martinez	MHS Assistant Principal	MHS
Angela Cordes	MHS Assistant Principal	MHS
Susan Jones	MHS Assistant Principal	MHS

## HUMAN RESOURCES

### Personnel Report - Exhibit A

May 23, 2022

\*Denotes Retirement

**The following RESIGNATIONS have been received:**

#### **CERTIFIED**

<b>NAME</b>	<b>ASSIGNMENT</b>	<b>END DATE</b>
Adair, Kayla	Teacher	5/20/2022
*Daubenspeck, Debra	Psychologist	8/1/2022
Langford, Kyla	Teacher	5/20/2022
Litten, Bethany	Teacher	5/20/2022
McKaskle, Kelsey	Teacher	5/20/2022
Niebruegge, Amber	Teacher	5/20/2022
Sheets, Bridget	Teacher	5/20/2022
Siltman, Loretta	Teacher	5/20/2022
Swain, Michelle	Teacher	5/20/2022
Watson, Aimee	Teacher	5/20/2022

#### **SUPPORT**

<b>NAME</b>	<b>ASSIGNMENT</b>	<b>END DATE</b>
Diaz, Andrew	Bus Driver	5/13/2022
Murillo, Jaime	School Marshall	5/20/2022
Revels-Marks, Marshall	Personal Care Assistant	5/19/2022
Robinson, Joseph	Computer Technician	5/9/2022
Sivirian, Maria	Custodian	6/13/2022

**The following EMPLOYMENTS are recommended for the 2022-2023 school year:**

#### **SUPPORT**

Hennessee, Sheri	Secretary	5/6/2022
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**The following EXTRA DUTIES have been assigned for the 2022-2023 school year:**

<b>NAME</b>	<b>ASSIGNMENT</b>	<b>START DATE</b>
Desilver, James	Athletic Coordinator	7/1/2022

**The following SUMMER EMPLOYMENTS are recommended for temporary contracts during the 2021-2022 school year:**

#### **CERTIFIED**

<b>NAME</b>	<b>ASSIGNMENT</b>	<b>START DATE</b>
Barnard, Zoe	Summer Gardening Program	6/1/2022

Beede, Anna	Summer School Teacher	6/1/2022
Billings, Megan	Summer Library	6/1/2022
Borden, Wendy	ESY Elementary Teachers	6/1/2022
Butler, Dianna	ESY Middle School Teacher	6/1/2022
Cole, Joan	Summer Makerspace	6/1/2022
Crow, Brooke	ESY Elementary Teachers	6/1/2022
Curry, Shinice	Summer Makerspace	6/1/2022
Daniels, Courtney	ESY Elementary Teachers	6/1/2022
Foxx, Stephanie	ESY High School Teacher	6/1/2022
Foxx, Stephanie	Summer School Teacher	6/1/2022
Garza-Smith, Melinda	Summer School Teacher	6/1/2022
Guifoyle, Letha	Summer Library	6/1/2022
Hagans, Synthia	ESY Elementary Teachers	6/1/2022
Harris, Melanie	ESY Middle School Teacher	6/1/2022
Heffernan, Chelle	Summer Library	6/1/2022
Henderson, Paul	ESY SLP	6/1/2022
Hooper, Laura	Summer Counselor	6/1/2022
Irizarry, Carlos	Summer Makerspace	6/1/2022
Johnson, Carrie	ESY Elementary Teachers	6/1/2022
Johnson, Elizabeth	Summer Makerspace	6/1/2022
Keck, Barbara	Summer Makerspace	6/1/2022
Keith, Sarah	Summer School Teacher	6/1/2022
Kimbrell, Angela	ESY High School Teacher	6/1/2022
Knotteck, Liza	ESY Middle School Teacher	6/1/2022
Lambert, Lynndon	Summer Makerspace	6/1/2022
Lyons, Sidney	Summer School Teacher	6/1/2022
Mathews, Latasha	ESY Elementary Teachers	6/1/2022
Mattingly-Kapeta, Carmen	Summer School Teacher	6/1/2022
Milich, Michael	Summer Makerspace	6/1/2022
Moon, Katherine	Summer Makerspace	6/1/2022
Nash, Mark	Summer School Teacher	6-1-2022
Nelson, Larisa	ESY Elementary Teachers	6/1/2022
Owens, Debra	ESY Middle School Teacher	6/1/2022
Parra, Brenda	ESY Elementary Teachers	6/1/2022
Pennington, Caroline	Summer Library	6/1/2022
Perou, Crystal	ESY High School Teacher	6/1/2022
Ponder, Dana	Summer Makerspace	6/1/2022
Poshard, Rita	ESY High School Teacher	6/1/2022
Puccino, Amanda	Summer Makerspace	6/1/2022

Reeh, Cassie	Summer Makerspace	6/1/2022
Ronio, Donna	Summer Library	6/1/2022
Rooney, Brooke	Summer Makerspace	6/1/2022
Ryans, Blakely	Summer Makerspace	6/1/2022
Sawyer, Lori	Summer Counselor	6/1/2022
Shiple, Stephanie	ESY High School Teacher	6/1/2022
Swanswon, Daniel	Summer School Teacher	6/1/2022
Tartsah, Chasdity	ESY Elementary Teachers	6/1/2022
Teakall, Raegan	Summer Makerspace	6/1/2022
Torres, Sarah	Summer School Teacher	6/1/2022
Ugiomoh, Emake	Summer Makerspace	6/1/2022
VanNoy, Cassandra	Summer School Teacher	6/1/2022
Walters, Teresa	ESY High School Teacher	6/1/2022
West, Lindsey	Summer Library	6/1/2022
Wyatt, Brian	Summer School Teacher	6/1/2022
Zemlin, Jordan	Summer Makerspace	6/1/2022
Zimmerman, Cheryl	Summer School Teacher	6/1/2022

### **SUPPORT**

Albert, Bradley	ESY High School Teacher Assistant	6/1/2022
Alsbury, Rebecca	ESY Middle School Teacher Assistant	6/1/2022
Anderson, Debra	Summer School/ESY Bus Monitor	6/1/2022
Anderson, Rhonda	Summer School Bus Driver	6/1/2022
Atkinson, Sharon	Summer School/ESY Bus Monitor	6/1/2022
Barnes, Demtria	Summer School/ESY Bus Monitor	6/1/2022
Bernard, Tammy	Summer Feed - Site Manager	6/1/2022
Bills, Cricket	Summer School/ESY Bus Driver	6/7/2022
Britton, Denise	Summer School/ESY Bus Monitor	6/1/2022
Bryant, Reggie	Summer School/ESY Bus Driver	6/7/2022
Burwell, Maya	Summer Feed - Site Assistant	6/1/2022
Campbellm Erica	Summer Feed - Managr	6/1/2022
Castro, Lindsay	Summer School Bus Driver	6/1/2022
Castro, Petra	ESY Nurse	6/1/2022
Ceronsky, Leeniece	ESY Middle School Teacher Assistant	6/1/2022
Chase, Donna	Summer School/ESY Bus Monitor	6/1/2022
Conner-Cole, Marion	Summer Feed - Site Manager	6/1/2022
Corbett, Kade	ESY High School Teacher Assistant	6/1/2022
Crage, Diane	ESY High School Teacher Assistant	6/1/2022
Crumpton, Angie	Summer School/ESY Bus Driver	6/7/2022

Daves, Pamela	Summer School/ESY Bus Driver	6/6/2022
Dean, Sheryl	ESY High School Teacher Assistant	6/1/2022
DeJongh, Robert	Summer School/ESY Bus Driver	6/6/2022
Douglas, Star	Summer School/ESY Bus Monitor	6/1/2022
Doyle, Nikita	ESY Elementary Teacher Assistant	6/1/2022
Ellis, Denise	ESY Elementary Teacher Assistant	6/1/2022
Epps, Maurice	Summer School/ESY Bus Driver	6/6/2022
Everidge, Sandra	ESY High School Assistants	6/1/2022
Fernandez, Gloria	Summer Feed - Site Manager	6/1/2022
Fisher, Tammy	Summer Feed - Site Assistant	6/1/2022
Flores, Kathleen	ESY Elementary Teacher Assistant	6/1/2022
Gainesm Daryl	Summer Feed - Site Assistant	6/1/2022
Golightly, Teresa	Summer School/ESY Bus Monitor	6/1/2022
Gouveia, Alicia	ESY Elementary Teacher Assistant	6/1/2022
Handy, Susan	ESY Elementary Teacher Assistant	6/1/2022
Hannah, Jacqueline	Summer School/ESY Bus Monitor	6/1/2022
Hardison, Brittany	ESY High School Teacher Assistant	6/1/2022
Harris, Cheryl	Summer School/ESY Bus Driver	6/7/2022
Herrera, Stephanie	Summer Feed - Site Manager	6/1/2022
Hutton, Tanja	Summer Feed - Site Assistant	6/1/2022
Irwin, Paula	ESY Elementary Teacher Assistant	6/1/2022
Johnson, Elizabeth	ESY Elementary Teacher Assistant	6/1/2022
Jones, Lavada	ESY Elementary Teacher Assistant	6/1/2022
Kather, Patricia	Summer Feed - Site Manager	6/1/2022
Kittle, Sylvia	Summer Feed - Manager	6/1/2022
Kraft, Mark	Summer School/ESY Bus Driver	6/6/2022
Locklear, Jerri	Bus Monitor	6/1/2022
Macias, Ana Maria	Summer Feed - Site Manager	6/1/2022
Marshall, Dominique	ESY High School Teacher Assistant	6/1/2022
Mathieu, Tina	Summer Feed - Manager	6/1/2022
Matos, April	ESY Elementary Teacher Assistant	6/1/2022
Matt, Theresa	Summer Feed - Site Assistant	6/1/2022
May, Monty	Summer School/ESY Bus Driver	6/6/2022
McCoy, Bonnie	Summer School/ESY Bus Driver	6/7/2022
McDaniel, MaryAlice	Summer Feed - Asst. Manager	6/1/2022
Morgan, Keri	ESY High School Teacher Assistant	6/1/2022
Mormino, Lisa	ESY Elementary Teacher Assistant	6/1/2022
Morrisonm Courtney	Summer Feed - Site Assistant	6/1/2022
Navarro, Ruth	Summer Feed - Site Assistant	6/1/2022

Nichols, Heather	Summer Feed - Site Assistant	6/1/2022
Owens, Dana	Summer School/ESY Bus Driver	6/7/2022
Owens, Sarah	Summer School Bus Driver	6/1/2022
Parr, Betti	Summer Feed - Site Assistant	6/1/2022
Polzin, Maggie	Summer Feed - Site Assistant	6/1/2022
Porter, Randi	Summer School/ESY Bus Driver	6/6/2022
Rath, Michelle	ESY Middle School Teacher Assistant	6/1/2022
Reeder, Ann	Summer School/ESY Bus Driver	6/7/2022
Richmond, Ava	ESY High School Teacher Assistant	6/1/2022
Robinson, Becca	Summer Feed - Site Assistant	6/1/2022
Rogers, Pina	ESY Middle School Teacher Assistant	6/1/2022
Rooney, Denise	Summer School Bus Driver	6/1/2022
Spencer, Fred	Summer School/ESY Bus Driver	6/6/2022
Stewart, Teresa	ESY High School Assistants	6/1/2022
Taveuveu, Glenda	Summer School/ESY Bus Monitor	6/1/2022
Taylor, Elisha	ESY Elementary Teacher Assistant	6/1/2022
Taylor, Jackie	Summer School/ESY Bus Driver	6/7/2022
Teague, Alan	McKinney-Vento Outreach Specialist	5/23/2022
Thomas, Teresa	Bus Driver	6/1/2022
Thomas, Teresa	Summer School/ESY Bus Driver	6/7/2022
Thrash, Terrance	ESY High School Teacher Assistant	6/1/2022
Tracey, Pamela	ESY Middle School Teacher Assistant	6/1/2022
Waid, Ginny	ESY Middle School Teacher Assistant	6/1/2022
Webb, Dawn	ESY Middle School Teacher Assistant	6/1/2022
Webb, Steven	Summer School/ESY Bus Driver	6/7/2022
Williams, Carisma	ESY High School Teacher Assistant	6/1/2022
Williams, Devin	ESY Elementary Teacher Assistant	6/1/2022
Williams, Gabriel	ESY Middle School Teacher Assistant	6/1/2022
Wilson, Debra	Summer School/ESY Bus Monitor	6/1/2022
Wittman, Shirley	Summer School/ESY Bus Monitor	6/1/2022
Wood-Jones, Darcella	ESY Middle School Teacher Assistant	6/1/2022
Wooten, Carolyn	ESY Elementary Teacher Assistant	6/1/2022
Zimmerman, James	Summer Feed - Site Manager	6/1/2022

## HUMAN RESOURCES

### Personnel Report - Exhibit A - List Temporary to Continuing May 23, 2022

The following employments are recommended for employment and will be on temporary contracts during the 2022-2023 school year: Candidates must hold or obtain Oklahoma teaching certificate for FY23.

<b>NAME</b>	<b>ASSIGNMENT</b>	<b>START DATE</b>
Alkire, Sharayah	Teacher	8/4/2022
Jackson, Garrett	Teacher	8/4/2022
Walbrick, Kyle	Teacher	8/4/2022

## HUMAN RESOURCES

### Personnel Report - Exhibit A - Temporary to Temporary May 23, 2022

The following employments are recommended for employment and will be on temporary contracts during the 2022-2023 school year: Candidates must hold or obtain Oklahoma teaching certificate for FY23.

#### **SUPPORT**

<b>NAME</b>	<b>ASSIGNMENT</b>	<b>START DATE</b>
Ednie, Charles	Teacher	8/4/2022
Hollenbeck, Blake	Teacher	8/4/2022
Sawyer, Lori	Counselor	7/25/2022
Wallace, Misty	Teacher	8/4/2022

## HUMAN RESOURCES

### Personnel Report - Exhibit B

May 23, 2022

The following EMPLOYMENTS are recommended for temporary contracts during the 2022-2023 school year:

#### CERTIFIED

NAME	ASSIGNMENT	START DATE
Bird, Raeven	Teacher	8/4/2022
Cable, Baileigh	Teacher	8/4/2022
Clendenin, Lydia	Teacher	8/4/2022
Climes, Sheryl	Counselor	8/4/2022
Copenhaver, Diana	Teacher	8/4/2022
Dodd, Kristin	Teacher	8/4/2022
Ellis, Sydney	Teacher	8/4/2022
Engel, Kyra	Teacher	8/4/2022
Flores, Debra	Teacher	8/4/2022
Giordano, Kristi	Teacher	8/4/2022
Kendall, Alexis	Teacher	8/4/2022
Lee, Rodney	Assistant Principal	7/18/2022
McGill, Kenzie	Teacher	7/1/2022
Merrifield, Paula	Teacher	8/4/2022
Olmos, Jessica	Teacher	8/4/2022
Rikard, James	Teacher	8/4/2022
Rippy, Jacob	Teacher	8/4/2022
Robinson, Lauren	Teacher	8/4/2022
Rogers, Regan	Teacher	8/4/2022
Ronio, Donna	Library Media Specialist	8/4/2022
Snyder, Ian	Teacher	8/4/2022
Vallejo, Jessica	Teacher	8/4/2022
Williams, Dustin	Assistant Principal in Training	7/18/2022
Willis, Jon	Teacher	8/4/2022

The following EMPLOYMENTS are recommended for temporary contracts during the 2021-2022 school year:

#### SUPPORT

NAME	ASSIGNMENT	START DATE
Barry, Brianna	Multi Media Specialis	7/1/2022
Cesena, Anthony	Landscaper	5/16/2022

Felan, Gilbert	Custodian	5/12/2022
Henderson, Alden	Custodian	5/30/2022
Johnson, Laura	Social Worker	8/4/2022
Smith, Nick	HVAC Aooebtuce	5/9/2022
Thompson, Morgan	Digital Media Specialist	6/1/2022
Wesaht, Thompson	Landscaper	5/12/2022
Woothtakewahbitty, Marti	Comanche Language Teacher	8/4/2022

**The following EXTRA DUTIES have been assigned for the 2022-2023 school year:**

<b>NAME</b>	<b>ASSIGNMENT</b>	<b>START DATE</b>
Rippy, Jacob	Assistant Football Coach	8/4/2022
Willis, Jon	Assistant Football Coach	8/4/2022

**The following SUMMER EMPLOYMENTS are recommended for temporary contracts during the 2021-2022 school year:**

**CERTIFIED**

<b>NAME</b>	<b>ASSIGNMENT</b>	<b>START DATE</b>
Robertson, John	Summer Library	6/1/2022

**SUPPORT**

Davis-Roberts, Leslie	Summer Feed - Site Assistant	6/1/2022
Garcia, Andres	Summer Feed - Site Assistant	6/1/2022
Macias, James	Summer Feed - Site Assistant	6/1/2022
Zarraga, Christina	Summer Feed - Site Assistant	6/1/2022

## HUMAN RESOURCES

### Personnel Report - Action Item

May 23, 2022

**Discussion and possible board action to accept the recommendation of the superintendent with regard regard to the termination of the employee(s) listed below. No employee requested a due process hearing in the timeline provided by statute or failed to qualify for a due process hearing due to length of employment with the school district.**

#### **SUPPORT**

<b>NAME</b>	<b>ASSIGNMENT</b>	<b>END DATE</b>
Campos, Tanner	Custodian	5/14/2022
Daves, Rickie	Custodian	5/5/2022
Rodriguez, Matthew	Custodian	4/14/2022