



**Lawton Public Schools Board of Education
Regular Meeting
July 28, 2022 5:15 PM
Shoemaker Center Auditorium
753 NW Fort Sill Blvd**

Lawton, Oklahoma 73507

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. Consideration and action regarding the following:
 - One-time Retention Bonus up to \$500
 - New Teacher Bonus
 - Christmas Bonus
 - Classroom Purchase Allocations
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 Numbers 595-920
 - Building Fund (21) PO Numbers 28-39
 - Sinking Fund (41) PO Numbers 1-5
 - Bond Fund (32) PO Numbers 11-29
 - Bond Fund (33) PO Numbers 25-33
 - Endowment Fund (50) PO Numbers 1-2
- 6.a.2. Change Order Listing
- 6.a.3. Payroll Encumbrance Purchase Order Numbers 50000-52055
- 6.b. Report of the Activity Fund Custodian - LaQuinta Chambers
 - 6.b.1. Activity Fund Transfers, Expenditures, Establishments, and Amendments
- 6.c. Report of the Clerk - Carla Dewberry-Fulner
 - 6.c.1. Contracts / Agreements
- 6.d. Approval of the Minutes of the July 11, 2022 Regular Board Meeting
- 6.e. Item(s) Removed from the Consent Agenda for Separate Action
- 6.f. Approval of the Balance of the Consent Agenda
- 6.g. 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 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]
- 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, August 18, 2022, at 5:15 p.m., in the Shoemaker Center Auditorium.
- 14. Setting New Board Meeting Dates
- 15. Board Announcements
- 16. Adjournment

Posting Date: July 27, 2022

Posting Time: 4:30 p.m.

Location of Posting: Lawton Public Schools website www.lawtonps.org

Kur - Idi

LAWTON PUBLIC SCHOOLS

Bonuses/Classroom Supplies- FY23 RECOMMENDATIONS

Retention Bonuses

- 1) Provide a One-Time retention bonus for returning employees of \$500
- 2) Bonuses are prorated per FTE and are dependent upon employment dates

New Teacher Bonuses

- 1) Provide a One-Time \$500 bonus for brand new teachers with no experience (completion of training required)
- 2) Provide a One-Time \$250 bonus for experienced teachers who are new to LPS (completion of training required)

Christmas Bonus

- 1) Provide a One-Time Christmas Bonus of \$2,000 for certified staff
- 2) Provide a One-Time Christmas Bonus of \$1,250 for non-certified staff
- 3) Bonuses are prorated per FTE and are dependent upon employment dates

Classroom Purchase

- 1) Provide a One-Time \$100 classroom allocation to each classroom teacher
- 2) Funds will be added to each site principal's building allocation and orders will be placed through their office
- 3) The approximate cost to the district would be \$100,000

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 595 - 999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	595	07/07/2022	23631	NCS PEARSON INC	TEST BOOKLET PER ATTACHED	1,277.50
11	596	07/07/2022	27880	TOOLS TO GROW INC	TOOLS TO GROW MEMBERSHIP	260.00
11	597	07/07/2022	27243	PROJECT LEAD THE WAY	FY STAND/INSTRUCTIONAL SUPPLIES	1,500.00
11	598	07/07/2022	19005	AMAZON CAPITAL SERVICES INC	FY STAND/INSTRUCTIONAL SUPPLIES	1,500.00
11	599	07/07/2022	4040	PITSCO EDUCATION LLC	FY STAND/INSTRUCTIONAL SUPPLIES	1,000.00
11	600	07/07/2022	802773	HOME DEPOT CREDIT SERVICES	FY STAND/INSTRUCTIONAL SUPPLIES	5,000.00
11	601	07/07/2022	27243	PROJECT LEAD THE WAY	MEDICAL DETECTIVES SUPPLIES	3,001.75
11	602	07/07/2022	4040	PITSCO EDUCATION LLC	WOODWORKING SUPPLIES	4,725.00
11	603	07/07/2022	4040	PITSCO EDUCATION LLC	BASIC HOME MAINTENANCE	1,330.83
11	604	07/07/2022	154302	KRISTA L STEINER	PER DIEM FOR MEALS	265.50
11	605	07/07/2022	27953	SOUTHERN NEWSPAPERS INC	AD IN THE LAWTON PROUD INSERT	885.00
11	606	07/07/2022	055843	MCKENZIE JOY MCGILL	FY STAND/TRAVEL/REGISTRATIONS	5,750.00
11	607	07/07/2022	11653	OKLAHOMA STATE SCHOOL BOARD ASSOCIATION	FY STAND/REGISTRATIONS	7,500.00
11	608	07/11/2022	154403	JOSHUA M BALES	FY STAND/LOCAL TRAVEL	1,000.00
11	609	07/11/2022	154405	CARL D BENNETT	FY STAND/LOCAL TRAVEL	1,500.00
11	610	07/11/2022	055486	BRANDON L BIRMINGHAM	FY STAND/LOCAL TRAVEL	1,000.00
11	611	07/11/2022	055664	JOSHUA R BRIDON	FY STAND/LOCAL TRAVEL	1,000.00
11	612	07/11/2022	055745	MICHAEL G DONNELLY	FY STAND/LOCAL TRAVEL	1,000.00
11	613	07/11/2022	013177	EVAN ROSS BURRIS	FY STAND/LOCAL TRAVEL	1,000.00
11	614	07/11/2022	013255	JOSEPH L CRANDON	FY STAND/LOCAL TRAVEL	1,000.00
11	615	07/11/2022	013853	JASON W DEBORD	FY STAND/LOCAL TRAVEL	1,000.00
11	616	07/11/2022	012668	DAVID S DODSON	FY STAND/LOCAL TRAVEL	1,500.00
11	617	07/11/2022	154410	JARED H GIBBS	FY STAND/LOCAL TRAVEL	1,000.00
11	618	07/11/2022	055660	GARY HICKS	FY STAND/LOCAL TRAVEL	1,000.00
11	619	07/11/2022	153518	BRIAN E JOHNSON	FY STAND/LOCAL TRAVEL	1,000.00
11	620	07/11/2022	006927	ARTHUR B JONES	FY STAND/LOCAL TRAVEL	1,000.00
11	621	07/11/2022	055495	JUSTIN J KING	FY STAND/LOCAL TRAVEL	1,000.00
11	622	07/11/2022	001372	DAVID NMI LOYD	FY STAND/LOCAL TRAVEL	1,000.00
11	623	07/11/2022	153986	RYSHARD MARCHBANKS	FY STAND/LOCAL TRAVEL	1,000.00
11	624	07/11/2022	153015	ELDWYN R MATHIEU	FY STAND/LOCAL TRAVEL	1,000.00
11	625	07/11/2022	154409	MARY OLIVER	FY STAND/LOCAL TRAVEL	1,000.00
11	626	07/11/2022	153461	SHAWN ROBERTS	FY STAND/LOCAL TRAVEL	1,000.00
11	627	07/11/2022	012296	DAVID D SMITH	FY STAND/LOCAL TRAVEL	1,500.00
11	628	07/11/2022	154406	JAMES ROBERT SMITH	FY STAND/LOCAL TRAVEL	1,000.00
11	629	07/11/2022	055744	DONALD R STEARMAN	FY STAND/LOCAL TRAVEL	1,000.00
11	630	07/11/2022	153019	DIETER WOLF	FY STAND/LOCAL TRAVEL	1,000.00
11	631	07/11/2022	154411	CHRISTOPHER B ZEMLIN	FY STAND/LOCAL TRAVEL	1,000.00
11	632	07/11/2022	543	NASCO	ART SUPPLIES PER ATTACHED/D. SMITH	400.00

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 595 - 999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	633	07/11/2022	12996	STATE DEPT OF EDUCATION	FY STAND/APPLICATION FEES FOR ADJUNCT TEACHERS	500.00
11	634	07/11/2022	19005	AMAZON CAPITAL SERVICES INC	PARKING LOT AND TRAFFIC SUPPLIES	274.97
11	635	07/11/2022	19429	OKC HOTEL VENTURES LLC	LODGING/JAY HUNT/AUG 25-26, 2022	298.00
11	636	07/11/2022	153395	DANIEL PATRICK BILLINGS	PER DIEM FOR MEALS	354.00
11	637	07/11/2022	19005	AMAZON CAPITAL SERVICES INC	LIFE SKILLS MATERIAL FOR BUTLER	492.22
11	638	07/11/2022	19809	STAPLES CONTRACT & COMMERCIAL INC	FY STAND/OFFICE SUPPLIES & PAPER	1,900.00
11	639	07/11/2022	19005	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	767.50
11	640	07/11/2022	19005	AMAZON CAPITAL SERVICES INC	FY STAND/LIBRARY SUPPLIES	1,000.00
11	641	07/11/2022	27809	LORI KLEINDIENST	ANNUAL SUBSCRIPTION TO ULTIMATE SLP	2,620.36
11	642	07/11/2022	27695	JIGSAW LEARNING LLC	1 YEAR SUBSCRIPTION TRANSITION TO ADULT	6,230.00
11	643	07/11/2022	19005	AMAZON CAPITAL SERVICES INC	GLOVES	836.60
11	644	07/11/2022	23631	NCS PEARSON INC	SPEECH TESTING MATERIAL	2,310.10
11	645	07/11/2022	738	MANSON WESTERN CORPORATION	SPEECH TESTING MATERIAL PER ATTACHED	2,054.00
11	646	07/11/2022	839	SUPER DUPER SCHOOL INC.	SPEECH SCORING FORMS PER ATTACHED	702.00
11	647	07/11/2022	26209	TPT HOLDCO LLC	SLP LANG. SKILLS BUNDLE	1,694.49
11	648	07/11/2022	802734	LOWE'S HOME CENTERS INC	FY STAND/INSTRUCTIONAL SUPPLIES	500.00
11	649	07/11/2022	19439	GREEN FAMILY INVESTMENTS LP	FY STAND/RENTAL/WAREHOUSE BUILDING	24,000.00
11	650	07/11/2022	12058	COOPERATIVE COUNCIL FOR OKLAHOMA SCHOOL	REG/VIRTUAL CAC-WORKSHOPS/JULY AND AUG 2022	1,200.00
11	651	07/11/2022	19809	STAPLES CONTRACT & COMMERCIAL INC	TITLE III EL - MATERIALS FOR SIOP TRAINING	560.13
11	652	07/11/2022	926990	LAWTON COMMUNICATIONS LLC	RADIO REPAIR	79.00
11	653	07/12/2022	19809	STAPLES CONTRACT & COMMERCIAL INC	FY STAND/OFFICE SUPPLIES	200.00
11	654	07/12/2022	19005	AMAZON CAPITAL SERVICES INC	SUPPLIES/OFFICE CUSTODIAL/INSTRUCTIONAL	1,560.12
11	655	07/12/2022	802734	LOWE'S HOME CENTERS INC	FY STAND/CUSTODIAL SUPPLIES	100.00
11	656	07/12/2022	27972	LAKESHORE EQUIPMENT COMPANY	FY STAND/INSTRUCTIONAL SUPPLIES	700.00
11	657	07/12/2022	153395	DANIEL PATRICK BILLINGS	FY STAND LOCAL TRAVEL	1,500.00
11	658	07/12/2022	928584	JARED TURNER	WATERLINE BORE/LHS TRACK	1,500.00
11	659	07/12/2022	6688	LOCKE SUPPLY COMPANY	HVAC/RM 42&43/CARRIAGE HILLS	7,292.01
11	660	07/12/2022	6688	LOCKE SUPPLY COMPANY	AC/HEATPUMP /SHOEMAKER	2,525.00
11	661	07/12/2022	928460	LAKEVIEW GLASS LLC	WINDOWS LIBRARY/CAFE/MHS	2,800.08
11	662	07/12/2022	905324	ENDEX OF OKLAHOMA INC	DISCONNECT FIRE ALARM PORTABLES/LHS	1,200.00

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 595 - 999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	663	07/12/2022	18608	CONSTRUCTION INDUSTRIES	MECHANICAL APPRENTICE CARD BOARD NICHOLAS SMITH/MAINT	25.00
11	664	07/12/2022	18608	CONSTRUCTION INDUSTRIES	ELECTRICAL APPRENTICE BOARD CARD/DUSTIN HAVRON	25.00
11	665	07/12/2022	927295	KAYSER MECHANICAL, INC	REMOVE/INSTALL 5 RTU'S/MHS	6,875.00
11	666	07/12/2022	755	LUCKINBILL INC	INSTALL HVAC/RM 907/LRC	2,750.00
11	667	07/12/2022	755	LUCKINBILL INC	REMOVE 2 OLD/INSTALL 2 NEW RTU'S/PAT HENRY	4,279.00
11	668	07/12/2022	923206	DUNCAN JANITORIAL & INDUST	FY STAND/PARTS & SUPPLIES SPLY INC	500.00
11	669	07/12/2022	27881	WAXIE'S ENTERPRISE LLC	FY STAND/PARTS & SUPPLIES	1,500.00
11	670	07/12/2022	25528	WAGNER SUPPLY CO INC	FY STAND/PARTS & SUPPLIES	1,500.00
11	671	07/12/2022	27720	ROBERT L HINER	FY STAND/PARTS & SUPPLIES	1,500.00
11	672	07/12/2022	924844	TECH-NOW INC	TECH NOW SITE AGREEMENT 22- 23/EHS	4,000.00
11	673	07/12/2022	924844	TECH-NOW INC	TECH NOW SITE AGREEMENT 22- 23/LHS	4,000.00
11	674	07/12/2022	924844	TECH-NOW INC	TECH NOW SITE AGREEMENT 22- 23/MHS	4,000.00
11	675	07/12/2022	19005	AMAZON CAPITAL SERVICES INC	FY STAND/OFFICE SUPPLIES	2,000.00
11	676	07/12/2022	152955	LESLIE L KENSINGER	FY STAND/LOCAL TRAVEL	1,000.00
11	677	07/12/2022	003072	KIMBERLY DIANA SHOEFSTALL- BATTEN	TRAVEL EXPENSES/PER DIEM FOR MEALS	418.50
11	678	07/12/2022	702388	HARDEMAN JULIANE	TRAVEL PER DIEM	334.52
11	679	07/12/2022	011423	LARISSA NIKELL KRUSINSKY	TRAVEL PER DEIM	156.00
11	680	07/12/2022	152867	CHARESSA R SVEC	TRAVEL PER DIEM	242.38
11	681	07/12/2022	014061	TANJA POOL	TRAVEL PER DIEM	156.00
11	682	07/12/2022	153496	SAMATHA RENEE LEONARD	TRAVEL PER DIEM	156.00
11	683	07/12/2022	055413	BRANDON DELOACH	TRAVEL PER DIEM	156.00
11	684	07/12/2022	154320	LE SHONDRE R HIGDON	TRAVEL PER DIEM	156.00
11	685	07/12/2022	003072	KIMBERLY DIANA SHOEFSTALL- BATTEN	TRAVEL PER DIEM	156.00
11	686	07/12/2022	007640	JERROLD A JONES	TRAVEL PER DIEM	156.00
11	687	07/12/2022	003072	KIMBERLY DIANA SHOEFSTALL- BATTEN	TRAVEL REIMB/JUL 4-7, 2022/STILLWATER, OK/PLTW	355.05
11	688	07/12/2022	19005	AMAZON CAPITAL SERVICES INC	FY STAND/OFFICE SUPPLIES	1,500.00
11	689	07/12/2022	9252	SAMS CLUB DIRECT	FY STAND/OFFICE SUPPLIES	1,000.00
11	690	07/12/2022	16640	STAPLES CONTRACT & COMMERICAL INC	FY STAND/OFFICE SUPPLIES	500.00
11	691	07/12/2022	802649	WALMART STORES EAST LP	FY STAND/OFFICE SUPPLIES	1,000.00
11	692	07/12/2022	27961	HOBBY LOBBY STORES INC	FY STAND/OFFICE SUPPLIES	500.00
11	694	07/12/2022	16345	BEDROCK NURSERY INC	SPRINKLER HEADS FOR LHS SOFTBALL	1,185.00
11	695	07/12/2022	908521	GEORGE L RUNYON	DIRT FOR EMS FOOTBALL FIELD	875.00
11	696	07/12/2022	908521	GEORGE L RUNYON	DIRT FOR EHS FOOTBALL FIELD	875.00
11	697	07/12/2022	908814	COMANCHE CO MEMORIAL HOSPITAL	FY STAND/AMBULANCE SERVICES/	3,000.00
11	698	07/12/2022	10897	STATE OF OKLAHOMA	FY STAND/TELEPHONE EXPENSES	1,000.00

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 595 - 999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	699	07/12/2022	27973	FORT SILL MWR FUND	FY STAND/GOLF COURSE RENTAL	1,500.00
11	700	07/12/2022	2913	LAWTON MUNICIPAL GOLF COURSE	FY STAND/GOLF COURSE RENTAL	2,000.00
11	701	07/12/2022	1809	YOUNG MENS CHRISTIAN ASSOCIATION OF LAWT	FY STAND/SWIMMING POOL RENTAL	6,000.00
11	702	07/12/2022	926990	LAWTON COMMUNICATIONS LLC	FY STAND/RADIO REPAIRS	1,000.00
11	703	07/12/2022	802649	WALMART STORES EAST LP	FY STAND/OFFICE SUPPLIES	1,000.00
11	704	07/12/2022	14859	O'REILLY AUTOMOTIVE, INC.	FY STAND/VEHICLE REPAIR PARTS	500.00
11	705	07/12/2022	28417	DOUGLAS FOOD STORES INC	TWO (2) DOOR REFRIGERATOR FOR WHITTIER	4,850.03
11	706	07/12/2022	25883	ADVANCE STORES COMPANY INC	2- BATTERIES	267.98
11	707	07/13/2022	151826	LINDSEY R HOERBERT	TRAVEL PER DIEM	147.50
11	708	07/13/2022	19809	STAPLES CONTRACT & COMMERCIAL INC	FY STAND/INSTRUCTIONAL/OFFICE SUPPLIES	5,000.00
11	709	07/13/2022	14231	CRISIS PREVENTION INSTITUTE, INC	ANNUAL MEMBERSHIP	700.00
11	710	07/13/2022	004732	DELIA D ASHENFELTER	FY STAND/LOCAL TRAVEL	200.00
11	711	07/13/2022	008050	DONNA C BAXTER	FY STAND/LOCAL TRAVEL	475.00
11	712	07/13/2022	011684	NAOMI K BEISCH	FY STAND/LOCAL TRAVEL	475.00
11	713	07/13/2022	012685	STEPHANIE ANN BELLE	FY STAND/LOCAL TRAVEL	750.00
11	714	07/13/2022	153726	BRADLEY D ALBERT	FY STAND/LOCAL TRAVEL	400.00
11	715	07/13/2022	704740	BREWER JANA	FY STAND/LOCAL TRAVEL	250.00
11	716	07/13/2022	153651	TIFFANY BRANTLEY	FY STAND/LOCAL TRAVEL	1,250.00
11	717	07/13/2022	001731	CRYSTI L BRIERTON	FY STAND/LOCAL TRAVEL	350.00
11	718	07/13/2022	153939	KAREN L BRYANS	FY STAND/LOCAL TRAVEL	500.00
11	719	07/13/2022	001209	SHAY NICOLE BRUCE-MEWHIRTER	FY STAND/LOCAL TRAVEL	600.00
11	720	07/13/2022	001591	LAURA M GIL	FY STAND/LOCAL TRAVEL	1,100.00
11	721	07/13/2022	009172	EDWARD F GIVENS	FY STAND/LOCAL TRAVEL	350.00
11	722	07/13/2022	001540	REBECCA NMI GONZALEZ	FY STAND/LOCAL TRAVEL	250.00
11	723	07/13/2022	006962	TAMMI M GREGORY	FY STAND/LOCAL TRAVEL	400.00
11	724	07/13/2022	005736	CYNTHIA MAXWELL HAGANS	FY STAND/LOCAL TRAVEL	600.00
11	725	07/13/2022	004590	DIANNA MICHELE HECKERT	FY STAND/LOCAL TRAVEL	600.00
11	726	07/13/2022	004736	PAUL D HENDERSON	FY STAND/LOCAL TRAVEL	400.00
11	727	07/13/2022	150866	AMANDA M HOLSTED	FY STAND/LOCAL TRAVEL	400.00
11	728	07/13/2022	012183	LESA S IVEY	FY STAND/LOCAL TRAVEL	650.00
11	729	07/13/2022	005397	PAMELA T JEFFERSON	FY STAND/LOCAL TRAVEL	350.00
11	730	07/13/2022	012307	BETH A LASHLEY	FY STAND/LOCAL TRAVEL	1,050.00
11	731	07/13/2022	012069	KANDY LEA HOOVER	FY STAND/LOCAL TRAVEL	400.00
11	732	07/13/2022	151327	SHERI R MAY	FY STAND/LOCAL TRAVEL	375.00
11	733	07/13/2022	005874	PATRICIA CAROLL MCCLELLAND	FY STAND/LOCAL TRAVEL	500.00
11	734	07/13/2022	004825	TERESA C MCHARGUE	FY STAND/LOCAL TRAVEL	400.00
11	735	07/13/2022	28204	KARI MEYER	FY STAND/LOCAL TRAVEL	400.00
11	736	07/13/2022	005570	RITA CAROL POSHARD	FY STAND/LOCAL TRAVEL	575.00
11	737	07/13/2022	006406	JENNA MINASCHEK	FY STAND/LOCAL TRAVEL	800.00
11	738	07/13/2022	013206	JAMES S OZIO	FY STAND/LOCAL TRAVEL	230.00
11	739	07/13/2022	012174	ANGELA E HOLDER	FY STAND/LOCAL TRAVEL	850.00
11	740	07/13/2022	001898	LINDA M KELLY	FY STAND/LOCAL TRAVEL	500.00

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 595 - 999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	741	07/13/2022	000633	STEPHEN MARK PENNINGTON	FY STAND/LOCAL TRAVEL	600.00
11	742	07/13/2022	151244	EMILY LOUISE ELKOURI	FY STAND/LOCAL TRAVEL	650.00
11	743	07/13/2022	005005	JERI ANN PINA	FY STAND/LOCAL TRAVEL	700.00
11	744	07/13/2022	001529	AMANDA L PUGH	FY STAND/LOCAL TRAVEL	2,200.00
11	745	07/13/2022	17020	PYRAMID SCHOOL PRODUCTS	FY STAND/INSTRUCTIONAL SUPPLIES	1,000.00
11	746	07/14/2022	001671	SUSAN D CORRAL	FY STAND/LOCAL TRAVEL	600.00
11	747	07/14/2022	154201	DANIELLE E COTTON	FY STAND/LOCAL TRAVEL	500.00
11	748	07/14/2022	152198	VALERIE D CRAIG	FY STAND/LOCAL TRAVEL	225.00
11	749	07/14/2022	006724	RENAE T CRUZ	FY STAND/LOCAL TRAVEL	600.00
11	750	07/14/2022	56	NORA LOUISE DENNINGTON	FY STAND/LOCAL TRAVEL	450.00
11	751	07/14/2022	002322	KIMBERLEY G DOUGHTY	FY STAND/LOCAL TRAVEL	775.00
11	752	07/14/2022	151808	CARRIE ANN ESPINOZA	FY STAND/LOCAL TRAVEL	450.00
11	753	07/14/2022	153597	LAWRENCE J FAAITA	FY STAND/LOCAL TRAVEL	400.00
11	754	07/14/2022	012686	COLLEEN QUISENBERRY	FY STAND/LOCAL TRAVEL	400.00
11	755	07/14/2022	151556	YVONNE E RAINES	FY STAND/LOCAL TRAVEL	225.00
11	756	07/14/2022	004892	NEYRA M ROIG	FY STAND/LOCAL TRAVEL	400.00
11	757	07/14/2022	014139	TERRI M ROWE	FY STAND/LOCAL TRAVEL	240.00
11	758	07/14/2022	009600	NATALIE C SMITH	FY STAND/LOCAL TRAVEL	650.00
11	759	07/14/2022	153534	KAMBREA FRANKLIN	FY STAND/LOCAL TRAVEL	350.00
11	760	07/14/2022	004738	CYNTHIA L GABLE	FY STAND/LOCAL TRAVEL	450.00
11	761	07/14/2022	013041	KENNA L GARRARD	FY STAND/LOCAL TRAVEL	650.00
11	762	07/14/2022	150500	INGRID E LITTLE-KESLER	FY STAND/LOCAL TRAVEL	400.00
11	763	07/14/2022	009320	MELISSA K LEMEN	FY STAND/LOCAL TRAVEL	350.00
11	764	07/14/2022	013322	EDMUND LEE LO	FY STAND/LOCAL TRAVEL	400.00
11	765	07/14/2022	012845	LORI L SAWYER	FY STAND/LOCAL TRAVEL	600.00
11	766	07/14/2022	012771	AMANDA JO HILL	FY STAND/LOCAL TRAVEL	600.00
11	767	07/14/2022	013064	SHELLEY D RICCI	FY STAND/LOCAL TRAVEL	600.00
11	769	07/14/2022	001462	JULIE K TESTERMAN	FY STAND/LOCAL TRAVEL	230.00
11	770	07/14/2022	012240	MALINDA JO WANN	FY STAND/LOCAL TRAVEL	650.00
11	771	07/14/2022	005493	JO ANN WEBB	FY STAND/LOCAL TRAVEL	700.00
11	772	07/14/2022	001395	DIANA L WELLS	FY STAND/LOCAL TRAVEL	350.00
11	773	07/14/2022	154391	GARVIN L WEST	FY STAND/LOCAL TRAVEL	1,200.00
11	774	07/14/2022	153538	REBECCA A WHITEHEAD	FY STAND/LOCAL TRAVEL	1,250.00
11	775	07/14/2022	013030	AIMEE JOYCE WORTHAM	FY STAND/LOCAL TRAVEL	600.00
11	776	07/14/2022	154348	ARVELLA S WALTON	FY STAND/LOCAL TRAVEL	500.00
11	777	07/14/2022	006639	SHIRLEY ANN WILLIAMS	FY STAND/LOCAL TRAVEL	550.00
11	778	07/14/2022	014008	MEGAN GRACE WOODALL	FY STAND/LOCAL TRAVEL	250.00
11	779	07/14/2022	152678	SHERRY A WOOLWINE	FY STAND/LOCAL TRAVEL	600.00
11	780	07/14/2022	704759	BURCH MISTY	FY STAND/LOCAL TRAVEL	650.00
11	781	07/14/2022	012027	JULIE A CAPUCCIO	FY STAND/LOCAL TRAVEL	800.00
11	782	07/14/2022	001671	SUSAN D CORRAL	FY STAND/LOCAL TRAVEL	600.00
11	783	07/14/2022	153934	SALLY FATJO	FY STAND/LOCAL TRAVEL	400.00
11	784	07/14/2022	012254	CHASDITY C TARTSAH	FY STAND/LOCAL TRAVEL	400.00
11	785	07/14/2022	004758	MELISSA ANN CHANNEL	FY STAND/LOCAL TRAVEL	400.00
11	786	07/14/2022	011431	STEPHANIE LEIGH SHIPLEY	FY STAND/LOCAL TRAVEL	400.00

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 595 - 999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	787	07/14/2022	001799	BARBARA J PENNINGTON	FY STAND/LOCAL TRAVEL	400.00
11	788	07/14/2022	151553	COURTNEY M DANIELS	FY STAND/LOCAL TRAVEL	400.00
11	789	07/14/2022	006901	AMEE M TAHBONEMAH	FY STAND/LOCAL TRAVEL	400.00
11	790	07/14/2022	011647	CASSANDRA ANN JONES	FY STAND/LOCAL TRAVEL	400.00
11	791	07/14/2022	014067	GINGER L LOVETT	FY STAND/LOCAL TRAVEL	400.00
11	792	07/14/2022	001782	SHICOLE M EDISON	FY STAND/LOCAL TRAVEL	350.00
11	793	07/14/2022	152088	CASSANDRA D SCOTT	FY STAND/LOCAL TRAVEL	400.00
11	794	07/14/2022	28300	BLESSING GRAVEL LLC	CONDITIONER BASESBALL FIELD EHS	1,954.50
11	795	07/14/2022	912961	VARSITY BRANDS HOLDING CO INC	CHEER UNIFORMS MHS	6,290.00
11	796	07/14/2022	25327	TEAMLEADER	CHEER UNIFORM PIECES MHS	2,767.36
11	797	07/14/2022	912961	VARSITY BRANDS HOLDING CO INC	POM UNIFORMS MHS	5,689.00
11	798	07/14/2022	918447	OKLAHOMA SCHOOL ASSURANCE GROUP	FY STAND/WORKERS COMPENSATION INSURANCE	706,095.00
11	799	07/14/2022	27243	PROJECT LEAD THE WAY	PARTICIPATION FEE/GATEWAY TO TECHNOLOGY	2,850.00
11	800	07/14/2022	27954	THOMPSON SCHOOL BOOK DEPOSITORY INC	SCIENCE KITS FOR CMS - 7TH GR	10,274.94
11	801	07/14/2022	26564	ESGI LLC	ESGI LICENSES FOR PRE-K	8,480.00
11	802	07/14/2022	928072	BULLET BEDLINER OF LAWTON LLC	ACCESSORIES FOR THE AG TRUCK	3,700.00
11	803	07/14/2022	9252	SAMS CLUB DIRECT	FY STAND/MEDICAL/OFFICE SUPPLIES	500.00
11	804	07/14/2022	153853	JANET M HANZA	FY STAND/LOCAL TRAVEL	500.00
11	805	07/14/2022	154395	KAYLA L PETTIT	TRAVEL PER DIEM MEALS	147.50
11	806	07/14/2022	14769	KATHERYNE B PAYNE EDUCATION CENTER	REG/DYSLEXIA TRAINING/DATE TBD	500.00
11	807	07/14/2022	21780	OKACTE	REGISTRATION/NEW TEACHER ACADEMY/KIM BATTEN	85.00
11	808	07/14/2022	19589	OKLAHOMA SCHOOL FOR THE BLIND	FY STAND/STUDENT TRANSPORTATION	5,000.00
11	809	07/14/2022	801720	MILITARY CHILD EDUCATION COALITION	MEMBERSHIP DUES	750.00
11	810	07/14/2022	26165	M & N DEALERSHIPS V LLC	TAIL LAMP VAN #324	234.24
11	811	07/14/2022	904038	MCMAHON MEMORIAL AUDITORIUM	FY STAND/BUILDING RENTAL	3,000.00
11	812	07/14/2022	927474	LEIGH BARRY BEAUCHAMP	FY STAND/CONSULTANT IMPACT AID	13,230.00
11	813	07/14/2022	25528	WAGNER SUPPLY CO INC	HAND SOAP/DIST WIDE	4,239.48
11	814	07/14/2022	187	EMPIRE PAPER COMPANY	CUSTODIAL SUPPLIES/BID	7,453.26
11	815	07/14/2022	298	SOUTHWEST CHEMICAL CO	CUSTODIAL SUPPLIES/BID	57,867.20
11	816	07/14/2022	17897	UNIPAK CORP	CUSTODIAL SUPPLIES/BID	22,582.00
11	817	07/14/2022	25528	WAGNER SUPPLY CO INC	CUSTODIAL SUPPLIES/BID	6,153.20
11	818	07/18/2022	926585	TRUGREEN LIMITED PARTNERSHIP	DIST WIDE FERT/WEED SPRAY FY22 STAND 2022-11-2854	6,829.00
11	819	07/19/2022	802649	WALMART STORES EAST LP	FY23/STANDING	800.00
11	820	07/19/2022	003349	JACK E HANNA	FY STANDING/REIMBURSEMENT	25,000.00
11	821	07/19/2022	27976	GLOBAL EQUIPMENT COMPANY	PLASTIC SHIPPING STORAGE TOTE/ATTACHED LID	939.99

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 595 - 999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	822	07/19/2022	24440	OKLAHOMA TECHNOLOGY ASSOCIATION	MEMBERSHIP	300.00
11	823	07/19/2022	28595	TELCO SUPPLY COMPANY	INTERCOM AND PAGING MHS	26,513.95
11	824	07/19/2022	19809	STAPLES CONTRACT & COMMERCIAL INC	OFFICE SUPPLIES	121.21
11	825	07/19/2022	28590	ATTAINMENT COMPANY INC	COOKING MODULES FOR SELF CONTAINED CLASSES	488.25
11	826	07/19/2022	28010	VARSITY BRANDS HOLDING CO INC	FOOTBALL HELMETS CMS	1,897.00
11	827	07/19/2022	9252	SAMS CLUB DIRECT	FY23/STANDING OFFICE	800.00
11	828	07/19/2022	19005	AMAZON CAPITAL SERVICES INC	FY23 STANDING	1,200.00
11	829	07/19/2022	27720	ROBERT L HINER	FLOOR MATS WITH LPS LOGO	2,570.35
11	830	07/19/2022	919565	SOUTHERN PLAINS ELECTRICAL INC	REPAIR LIGHT POLE LHS SOFTBALL	2,000.00
11	831	07/20/2022	28368	SPIRIT ATHLETICS & EMBROIDERY LLC	CHEER UNIFORMS CMS	2,985.00
11	832	07/20/2022	902723	CPLP LLC	NAME PLATES FOR WORKERS	160.00
11	833	07/20/2022	9252	SAMS CLUB DIRECT	IN-SERVICE, INSTRUCTIONAL & OFFICE SUPPLIES	1,500.00
11	834	07/20/2022	802649	WALMART STORES EAST LP	IN-SERVICE, INSTRUCTIONAL, OFFICE SUPPLIES FY23	1,500.00
11	835	07/20/2022	19005	AMAZON CAPITAL SERVICES INC	INSTRUCTIONAL & OFFICE SUPPLIES FY23	1,000.00
11	836	07/20/2022	19005	AMAZON CAPITAL SERVICES INC	CLSRM/OFFICE SUPPLIES	900.00
11	837	07/20/2022	19005	AMAZON CAPITAL SERVICES INC	STANDING FY23 - SUPPLIES FOR TEACHERS	1,000.00
11	838	07/20/2022	24802	ACT INC	ACT/PRE-ACT TESTING/FY23 STAND	19,000.00
11	839	07/20/2022	16640	STAPLES CONTRACT & COMMERCIAL INC	STANDING - SUPPLIES FOR CLASSROOM TEACHERS	500.00
11	840	07/20/2022	801318	A-OK OFFICE SYSTEMS	REPAIRS TO THE SCHOOL LAMINATOR	71.25
11	841	07/20/2022	27398	RIVERSIDE ASSESSMENTS LLC	IOWA BASIC SKILLS TESTING/FY23 STAND	1,000.00
11	842	07/20/2022	19809	STAPLES CONTRACT & COMMERCIAL INC	OFFICE SUPPLIES/FY23 STAND	500.00
11	843	07/20/2022	802649	WALMART STORES EAST LP	OFFICE SUPPLIES/FY23 STAND	500.00
11	844	07/20/2022	9252	SAMS CLUB DIRECT	OFFICE SUPPLIES/FY23 STAND	500.00
11	845	07/20/2022	19005	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES/FY23 STAND	500.00
11	846	07/20/2022	12924	COLLEGE BOARD	AP/PSAT/NMSQT TESTING/FY23 STAND	40,000.00
11	847	07/20/2022	923883	DEVINE ENTITIES	LABOR INSTALL BALL VALVES/LHS	4,000.00
11	848	07/20/2022	18608	CONSTRUCTION INDUSTRIES BOARD	APPRENTICE APPLICATION/MICHAEL HUDSON	25.00
11	849	07/20/2022	927222	CLASSIC CARPET & TILE LAWTON	GRANITE TOP LIBRARY/CMS FY 2022-11-2413	7,280.00
11	850	07/20/2022	2422	SPORTS ENDEAVORS INC	SOCCER EQUIPMENT MHS	1,154.83
11	851	07/20/2022	19005	AMAZON CAPITAL SERVICES INC	PORTABLE SCANNER CMS	161.00
11	852	07/20/2022	19005	AMAZON CAPITAL SERVICES INC	SPRINKLER SYSTEM CONTROLLER CMS	217.73

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 595 - 999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	853	07/21/2022	151468	RAYLISHA S STANLEY	TRAVEL	5,941.00
11	854	07/21/2022	19005	AMAZON CAPITAL SERVICES INC	CUSTODIAL AND CLASSROOM SUPPLIES	601.88
11	855	07/21/2022	28065	JPMORGAN CHASE BANK	TRAVEL	1,276.26
11	856	07/21/2022	900971	ADVENTURE WORLDWIDE TRAVEL SR	TITLE III EL - AIRFARE TO ATTEND WIDA CONFERENCE	842.20
11	857	07/21/2022	19005	AMAZON CAPITAL SERVICES INC	125" ELITE SCREEN FOR PE CLASS	127.40
11	858	07/21/2022	19005	AMAZON CAPITAL SERVICES INC	HEADPHONES AND ADAPTERS FOR AV CLASS	251.90
11	859	07/21/2022	28424	CUMMINS SOUTHERN PLAINS LLC	INSITE PRO SOFTWARE	770.00
11	860	07/21/2022	004590	DIANNA MICHELE HECKERT	TRAVEL PER DIEM	320.00
11	861	07/21/2022	005005	JERI ANN PINA	TRAVEL PER DIEM	200.00
11	862	07/21/2022	153532	JESSICA DIANE JOHNSON	TRAVEL PER DIEM	172.50
11	863	07/21/2022	18608	CONSTRUCTION INDUSTRIES BOARD	LICENSE RENEWAL/MECHANICAL JOURNEYMAN/PATRICK DIAZ	75.00
11	864	07/21/2022	28064	PIFER-BRIGHAM LLC	TITLE III EL - CLASSROOM NEWSPAPERS FOR EL	483.00
11	865	07/21/2022	19005	AMAZON CAPITAL SERVICES INC	INSTRUCTIONAL SUPPLIES FOR STUDENTS STANDING FY23	1,500.00
11	866	07/21/2022	802649	WALMART STORES EAST LP	INSTRUCTIONAL SUPPLIES FOR STUDENTS STANDING FY23	500.00
11	867	07/21/2022	19005	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES FY23 STANDING	1,000.00
11	868	07/21/2022	26119	CELLCO PARTNERSHIP	HOTSPOTS ECF FUNDS	213,400.00
11	869	07/21/2022	19005	AMAZON CAPITAL SERVICES INC	SCHOOL IMPROVEMENT 515 - CLASSROOM SCREENS FOR LHS	2,199.94
11	870	07/21/2022	19809	STAPLES CONTRACT & COMMERCIAL INC	DESK AND CHAIR FOR ASSISTANT PRINCIPAL'S OFFICE	569.98
11	871	07/21/2022	8067	LAWTON FORT SILL CHAMBER OF COMMERCE	MEMBERSHIP	340.00
11	872	07/21/2022	15013	USSA	DUES	2,200.00
11	873	07/21/2022	154302	KRISTA L STEINER	TITLE III EL-REIMBURSE TRAVEL EXPENSES/WIDA CONF.	1,016.00
11	874	07/21/2022	16245	PEREGRINE CORP.	BUSINESS FOLDERS FOR PAYROLL	1,105.00
11	875	07/21/2022	012675	RICHARD STANTON	ATTENDING OKCTE SUMMER CONFERENCE/SUMMIT	1,100.00
11	876	07/21/2022	150284	LYNDA G STANTON	STANDING FY 23-TRAVEL-REGISTRATION-PER DIEM	1,100.00
11	877	07/21/2022	19488	ULINE INC	1- BIG WHEEL HANDI MOVER: 1-FOLDING HANDI MOVER	445.00
11	878	07/21/2022	24721	MAGINE LEARNING INC	795 DIGITAL LIBRARIES FOR GATEWAY 9TH - 12TH	39,395.00
11	879	07/21/2022	003072	KIMBERLY DIANA SHOEFSTALL-BATTEN	REGISTRATION AND TRAVEL FOR KIM BATTEN	1,300.00
11	880	07/25/2022	19809	STAPLES CONTRACT & COMMERCIAL INC	2-DRAWER VERTICAL FILE CABINET	159.99
11	881	07/25/2022	19005	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES STANDING	1,000.00
11	882	07/25/2022	19005	AMAZON CAPITAL SERVICES INC	INSTRUCTIONAL SUPPLIES STANDING	500.00

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 595 - 999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	883	07/25/2022	19005	AMAZON CAPITAL SERVICES INC	SCHOOL SUPPLIES/HOOKS STANDING	2,500.00
11	884	07/25/2022	16345	BEDROCK NURSERY INC	SPRINKLER HEADS LHS BASEBALL	360.00
11	885	07/25/2022	151231	DARRELL WAYNE MORRIS	LOCAL TRAVEL STANDING	250.00
11	886	07/25/2022	004038	CARMELA NA RENDINA	LOCAL TRAVEL STANDING	250.00
11	887	07/25/2022	152715	ROBIN THARRINGTON	LOCAL TRAVEL STANDING	250.00
11	888	07/25/2022	055794	LAURA CHONG JOHNSON	LOCAL TRAVEL STANDING	250.00
11	889	07/25/2022	153158	MICHELLE R MARTINEZ	FY STANDING/TRAVEL	400.00
11	890	07/25/2022	005681	MARY LYNN STYRON	FY STANDING TRAVEL	400.00
11	891	07/25/2022	927076	PRO-FEIL MARKETING SOLUTIONS LLC	FLOOR WRAP ANIMALS DECALS GYM AND BASEMENT	100.00
11	892	07/25/2022	79	PLANK ROAD PUBLISHING COMPANY	MUSIC	300.00
11	893	07/25/2022	254201	OK STATE AND EDUCATION GROUP	MONTHLY HEALTH ADJUSTMENTS	120,000.00
11	894	07/25/2022	008973	DEANNA KAY BURKEY	FY23 STAND/LOCAL TRAVEL	400.00
11	895	07/25/2022	27720	ROBERT L HINER	CUSTODIAL SUPPLIES	75,131.24
11	896	07/25/2022	928490	SUPERIOR TEXT LLC	REMOVAL OF TEXT BOOKS FROM ALL ELEM. SITES (15)	6,000.00
11	897	07/25/2022	152736	LARRY WAYMAN	FY STAND	3,000.00
11	898	07/25/2022	012692	RODNEY L TARTSAH	FY STAND	3,000.00
11	899	07/25/2022	19005	AMAZON CAPITAL SERVICES INC	SUPPLIES FOR TRAINING AND FLAG POLE	224.17
11	900	07/25/2022	802649	WALMART STORES EAST LP	INSTRUCTIONAL SUPPLIES/STANDING	700.00
11	901	07/25/2022	802773	HOME DEPOT CREDIT SERVICES	CUSTODIAL SUPPLIES/ STANDING	500.00
11	902	07/25/2022	19005	AMAZON CAPITAL SERVICES INC	CUSTODIAL SUPPLIES/STANDING	700.00
11	903	07/25/2022	19005	AMAZON CAPITAL SERVICES INC	INSTRUCTIONAL SUPPLIES	2,000.76
11	904	07/25/2022	152286	JAMES W DESILVER	TRAVEL PER DIEM FOR MEALS	147.50
11	905	07/25/2022	9252	SAMS CLUB DIRECT	INSTRUCTIONAL SUPPLIES/STANDING	700.00
11	906	07/25/2022	19005	AMAZON CAPITAL SERVICES INC	TEACHER CRISIS BAGS	263.04
11	907	07/25/2022	011973	JAY D LEHR	LOCAL TRAVEL/FY 23 STANDING	1,000.00
11	908	07/25/2022	001598	JAMES R BURKEY	LOCAL TRAVEL/STANDING	300.00
11	909	07/25/2022	006047	JERRI MARIE MANNING	LOCAL TRAVEL/FY 23 STANDING	300.00
11	910	07/25/2022	152377	ANDREA C TRACY	LOCAL TRAVEL/FY 23 STANDING	300.00
11	911	07/25/2022	000478	NATHAN L GALLIMORE	LOCAL TRAVEL/FY 23 STANDING	300.00
11	912	07/25/2022	000602	BRENT M MAHAN	LOCAL TRAVEL/FY 23 STANDING	500.00
11	913	07/25/2022	8956	COLLEGE ENTRANCE EXAMINATION BOARD	ANNUAL MEMBERSHIP RENEWAL/FY 23	400.00
11	914	07/26/2022	926990	LAWTON COMMUNICATIONS LLC	RADIO EQUIPMENT/FY 23 STANDING	750.00
11	915	07/26/2022	19005	AMAZON CAPITAL SERVICES INC	INSTRUCTION SUPPLIES/FY 23 STANDING	700.00
11	916	07/26/2022	19005	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES/FIRST AID SUPPLIES	800.00
11	917	07/26/2022	248	PERMA BOUND HERTZBERG	BOOK LIST ORDER	2,454.02

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 595 - 999, Fund Codes: 11

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	918	07/26/2022	25528	WAGNER SUPPLY CO INC	CUSTODIAL SUPPLIES BID/DIST WIDE	250.20
11	919	07/26/2022	27881	WAXIE'S ENTERPRISE LLC	CUSTODIAL SUPPLIES BID/DIST WIDE	1,404.86
11	920	07/26/2022	28244	ARBITERPAY TRUST ACCOUNT	ARBITER SPORTS/PAY-OFFICIAL FEES & TRANSACTIONS	10,000.00
Non-Payroll Total:						\$1,785,053.20
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$1,785,053.20

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 28 - 50, Fund Codes: 21

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
21	28	07/12/2022	802750	GREG W COX, INC	PARTS & LABOR/INSTALL CHILDCARE EXITS/LTA	15,582.21
21	29	07/12/2022	18577	MIKE GROOMS FLOOR COVERING INC	MATERIALS REPAIR FLOOR WHITTIER	1,403.97
21	30	07/12/2022	900902	ELMER KEITH HERRIAGE	FENCE MATERIALS/LTA	6,278.84
21	31	07/12/2022	28322	TAYLOR & SONS PIPE & STEEL	METAL FOR MAINT OFFICE	1,159.62
21	32	07/12/2022	802750	GREG W COX, INC	DOORS, PARTS & SUPPLIES/ALMOR WEST	2,625.00
21	33	07/14/2022	802734	LOWE'S HOME CENTERS INC	FY STAND/BUILDING SUPPLIES/MAKEOVERS	10,000.00
21	34	07/14/2022	477	COMANCHE LUMBER COMPANY INC	FY STAND/BUILDING SUPPLIES/MAKEOVERS	1,000.00
21	35	07/14/2022	902896	CACHE ROAD GLASS CO INC	LABOR AND MATLS TO INSTALL DOORS/LINCOLN	8,940.00
21	36	07/19/2022	27493	HUNZICKER BROTHERS INC	UPGRADE LIGHT FIXTURES/CMS AUDITORIUM	31,079.59
21	37	07/19/2022	477	COMANCHE LUMBER COMPANY INC	CARPET/DOUGLASS	11,804.91
21	38	07/20/2022	928354	DALEY'S ASPHALT	ASPHALT- SULLIVAN VILLAGE PARKING LOT	12,800.00
21	39	07/25/2022	477	COMANCHE LUMBER COMPANY INC	LVT ADHESIVE/DIST WIDE	7,943.76

Non-Payroll Total:	\$110,617.90
Payroll Total:	\$0.00
Balance Forward:	\$0.00
Report Total:	\$110,617.90

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 11 - 50, Fund Codes: 32

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
32	11	07/01/2022	927257	COAST AUDIO VIDEO LLC	SOUND SYSTEM EQUIPMENT FOR DOUGLASS AUDITORIUM	78,774.64
32	12	07/01/2022	27953	SOUTHERN NEWSPAPERS INC	FY STAND/NEWSPAPER AD/BOND	200.00
32	13	07/01/2022	928028	S & S ELECTRO PAINTING INC	LABOR/MATLS FOR LOCKER REPAIRS/ MHS/ DUE TO STORM	46,156.80
32	14	07/01/2022	927257	COAST AUDIO VIDEO LLC	SOUND SYSTEM EQUIPMENT FOR DOUGLASS AUDITORIUM	78,774.64
32	15	07/01/2022	925759	ASSOCIATED THEATRICAL CONTRACTORS	STAGE CURTAINS FOR ALBERT JOHNSON SR. CONF CENTER	50,761.16
32	16	07/01/2022	27956	LENNOX INDUSTRIES	HVAC-MATLS & LABOR/MULTIPLE SITES 2022-32-57	30,816.00
32	17	07/01/2022	928479	BLASRE CAPITAL INC	HVAC-MATLS & LABOR/MULTIPLE SITES 2022-32-54	88,621.16
32	19	07/01/2022	6688	LOCKE SUPPLY COMPANY	HVAC-MATLS & LABOR/MULTIPLE SITES 2022-32-53	201,249.90
32	20	07/01/2022	928331	CWA GROUP PLLC	ARCHITECT FEES/DOUGLASS RENOVATION	26,842.71
32	22	07/05/2022	4338	CITY OF LAWTON	FY STAND/PERMITS	4,000.00
32	23	07/13/2022	928475	COOK'S FENCE & IRON CO INC	LABOR AND MATLS/CROSBY PARK FENCE	12,985.00
32	24	07/14/2022	922714	RUSSELL INTERIORS INC	FURNISH & INSTALL WINDOW SHADES/PO 2022-32-47	37,210.00
32	25	07/19/2022	901962	GARDEN DEPOT INC	MHS/INSTALLATION/BORING, DRAIN, & COLLECTOR BOX	14,042.38
32	26	07/19/2022	928479	BLASRE CAPITAL INC	LABOR ONLY/REMOVE&INSTALL 13 RTU'S/PAT HENRY	24,070.00
32	27	07/25/2022	902896	CACHE ROAD GLASS CO INC	LABR & MATLS/SECURITY VESTIBULE/DOORS/MULT SITES	300,000.00
32	28	07/25/2022	6688	LOCKE SUPPLY COMPANY	1-12.5 RTU, AIR DMPPR,HAIL GRD, CURD ADAPTER/CPE	10,094.00
32	29	07/25/2022	6688	LOCKE SUPPLY COMPANY	3-6T RTU/ CROSBY PARK	18,007.62
Non-Payroll Total:						\$1,022,606.01
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$1,022,606.01

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 25 - 50, Fund Codes: 33

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
33	25	07/14/2022	10980	NATIONAL BUSINESS FURNITURE	OFFICE FURNITURE	10,477.80
33	26	07/18/2022	901156	AUDIO SOUND SYSTEMS	INSTRUCTIONAL NEEDS FOR MUSIC CLASS ALL GRADES	2,468.97
33	27	07/19/2022	10980	NATIONAL BUSINESS FURNITURE	OFFICE FURNITURE	12,896.16
33	28	07/19/2022	10980	NATIONAL BUSINESS FURNITURE	OFFICE FURNITURE	23,748.41
33	29	07/21/2022	927484	DOUGLAS PAUL HANSON	BAND - MARCHING SHOW DRILL	3,000.00
33	30	07/21/2022	14226	BAND SHOPPE	DRUM MAJOR PODIUMS	2,250.00
33	31	07/21/2022	14226	BAND SHOPPE	BAND EQUIPMENT	1,289.85
33	32	07/25/2022	19005	AMAZON CAPITAL SERVICES INC	FITNESS/STUNTING EQUIPMENT	4,588.95
33	33	07/25/2022	9252	SAMS CLUB DIRECT	STORAGE CABINET FOR CHEER EQUIPMENT	419.98
Non-Payroll Total:						\$61,140.12
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$61,140.12

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 1 - 7, Fund Codes: 41

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
41	1	07/25/2022	5223	BANCFIRST (SERIES EE-BOND)	G3007 BOND 2019A PAYMENT- PRINCIPAL/INTEREST	3,738,800.00
41	2	07/25/2022	5223	BANCFIRST (SERIES EE-BOND)	G3008 BOND 2020A PAYMENT PRINCIPAL/INTEREST	2,120,000.00
41	3	07/25/2022	5223	BANCFIRST (SERIES EE-BOND)	G3011 BOND 2021A PAYMENT- PRINCIPAL/INTEREST	1,590,000.00
41	4	07/25/2022	5223	BANCFIRST (SERIES EE-BOND)	G3012 BOND 2021B PAYMENT- PRINCIPAL/INTEREST	1,006,000.00
41	5	07/25/2022	5223	BANCFIRST (SERIES EE-BOND)	G30?? BOND 2022A PAYMENT- INTEREST	134,640.00
Non-Payroll Total:						\$8,589,440.00
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$8,589,440.00

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 1 - 20, Fund Codes: 50

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
50	1	07/01/2022	19231	MACARTHUR HIGH SCHOOL	RENAISSANCE YEARLY CONTRIBUTION FY22	6,000.00
50	2	07/25/2022	28568	ANGELICA DE LUNA	CRAIG FOUNDATION SCHOLARSHIP	500.00
Non-Payroll Total:						\$6,500.00
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$6,500.00

Encumbrance Register

Options: Year: 2022-2023, Date Range: 7/1/2022 - 6/30/2023, PO Range: 1 - 50, Fund Codes: 81

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
81	1	07/21/2022	28575	SOUTHEASTERN OKLAHOMA STATE UNIV	SOVEREIGN ABSTRACT & TITLE SCHOLARSHIP	500.00
81	2	07/21/2022	27413	OKLAHOMA STATE UNIVERSITY	SOVEREIGN ABSTRACT & TITLE SCHOLARSHIP	500.00
81	3	07/21/2022	28587	EASTERN OKLAHOMA STATE COLLEGE	SOVEREIGN ABSTRACT & TITLE SCHOLARSHIP	500.00
81	4	07/21/2022	11797	CAMERON UNIVERSITY/COMM. DEPT	SOVEREIGN ABSTRACT & TITLE SCHOLARSHIP	500.00
81	5	07/21/2022	28573	TEXAS A&M UNIVERSITY AT GALVESTON	SOVEREIGN ABSTRACT & TITLE SCHOLARSHIP	500.00
81	6	07/21/2022	11797	CAMERON UNIVERSITY/COMM. DEPT	SOVEREIGN ABSTRACT & TITLE SCHOLARSHIP	500.00
81	7	07/21/2022	28574	DEJA EDWARDS	LILLY STAFFORD SCIENCE SCHOLARSHIP	700.00
81	8	07/21/2022	28593	JULIANNA CAMERON	GEO SCHOLARSHIP	2,000.00
81	9	07/21/2022	28576	CORY MCCLELLAND	GEO SCHOLARSHIP	500.00
81	10	07/21/2022	28577	JAZMYN BANKS	GEO SCHOLARSHIP	500.00
81	11	07/21/2022	28578	AUDREY ELLIS	GEO SCHOLARSHIP	500.00
81	12	07/21/2022	28579	ANASTASIA POWE	GEO SCHOLARSHIP	500.00
81	13	07/21/2022	28369	ISRAEL DAMON	GEO SCHOLARSHIP	500.00
81	14	07/21/2022	28581	ELENA MANNING	GEO SCHOLARSHIP	500.00
81	15	07/21/2022	28593	JULIANNA CAMERON	SOVEREIGN ABSTRACT & TITLE SCHOLARSHIP	500.00
81	16	07/21/2022	28582	UNIVERSITY OF ALASKA	SOVEREIGN ABSTRACT & TITLE SCHOLARSHIP	500.00
81	17	07/21/2022	28583	HOWARD PAYNE UNIVERSITY	SOVEREIGN ABSTRACT & TITLE SCHOLARSHIP	500.00
81	18	07/21/2022	11797	CAMERON UNIVERSITY/COMM. DEPT	SOVEREIGN ABSTRACT & TITLE SCHOLARSHIP	500.00
81	19	07/21/2022	11797	CAMERON UNIVERSITY/COMM. DEPT	SOVEREIGN ABSTRACT & TITLE SCHOLARSHIP	500.00
81	20	07/21/2022	11636	OKLA STATE UNIVERSITY	SOVEREIGN ABSTRACT & TITLE SCHOLARSHIP	500.00
81	21	07/21/2022	19385	SOUTHWESTERN OKLAHOMA STATE UNIVERSITY	SOVEREIGN ABSTRACT & TITLE SCHOLARSHIP	500.00
81	22	07/21/2022	27097	OKLAHOMA CHRISTIAN UNIVERSITY INC	SOVEREIGN ABSTRACT & TITLE SCHOLARSHIP	500.00
81	23	07/21/2022	55865	CAIDEN OLLISO	GEO SCHOLARSHIP	500.00
81	24	07/21/2022	55864	Sunni Phillips	GEO SCHOLARSHIP	500.00

Non-Payroll Total:	\$13,700.00
---------------------------	--------------------

Payroll Total:	\$0.00
-----------------------	---------------

Balance Forward:	\$0.00
-------------------------	---------------

Report Total:	\$13,700.00
----------------------	--------------------

Change Order Listing

Options: Fund: GENERAL FUNDS, Year: 2022-2023, ReferenceDate: PO Date, Date Range: 7/2/2022 - 7/25/2022, Minimum Amount Change: \$200.00, Include Negative Changes: False

PO No	Date	Vendor No	Vendor	Description	Amount
6	07/01/2022	19213	OKLAHOMA SCHOOLS INSURANCE GROUP	FY STAND/PROPERTY CASUALTY INSURANCE	101,097.38
14	07/01/2022	11653	OKLAHOMA STATE SCHOOL BOARD ASSOCIATION	OSSBA SERVICES	255.00
15	07/01/2022	11653	OKLAHOMA STATE SCHOOL BOARD ASSOCIATION	POLICY REVIEW	250.00
27	07/01/2022	926075	INFINITE CAMPUS INC	SIS SOFTWARE RENEWAL	14,157.00
257	07/01/2022	25414	KK FORD LP	FY STAND/PARTS & SUPPLIES	6,000.00
566	07/01/2022	915710	L & S CONSTRUCTION LLC	LABOR & MATL TO REPLACE CEILING TILES/COMMUNICA	460.00
Non-Payroll Total:					\$122,219.38
Payroll Total:					\$0.00
Report Total:					\$122,219.38

Lawton Public Schools
Business Operations

Report of Activity Fund Custodian

July 28, 2022

REQUEST APPROVAL TO MAKE THE FOLLOWING TRANSFERS:

	<u>Acct. Credited</u>	<u>Acct. Debited</u>	<u>Purpose</u>	<u>Amount</u>
1	LRC FCCLA	CMS FCCLA	Class moved to LRC	\$184.51

**Lawton Public Schools
Business Operations**

Report of Activity Fund Custodian

July 28, 2022

REQUEST APPROVAL TO ESTABLISH NEW ACCOUNTS:

<u>Acct Name/Number</u>	<u>Source of Revenue</u>	<u>Approved Expenditures</u>
LVA/DOUGLASS FCA (890)	<ol style="list-style-type: none">1. Fundraisers2. Dues, fees, donations3. Funds transferred	<ol style="list-style-type: none">1. Fundraising expenses2. Club Activities/evnts/functions3. Funds transferred4. Reimbursement of expenses5. Refreshments/supplies6. T-shirts

LEASE

THIS LEASE made and entered into effective July 20, 2022 by and between CHRIS CONWAY, hereinafter referred to as "LESSOR" and Independent School District No. 8, Comanche County, Oklahoma, also known as Lawton Public Schools, hereinafter referred to as "LESSEE" or "LPS":

For and in consideration of the mutual covenants and promises hereinafter set forth, the parties agree as follows:

1. Lease. LESSOR hereby leases to LESSEE the motor vehicle owned by LESSOR described as:

2014 DODGE RAM 2500 PICK-UP VIN: 3C6UR5FL2EG233345

This lease shall be in effect only during such periods of time that LESSOR is using this motor vehicle within the scope of employment in the performance of duties as a vocational agricultural instructor for the Lawton Public Schools "LPS". LPS has determined that the leasing of LESSOR'S motor vehicle during the time specified above is the most appropriate way to provide LESSOR with the motor vehicle needed to perform duties for LPS.

2. Term of Lease. The initial term of this lease will be from July 1, 2020 through June 30, 2021. This lease may be renewed for successive periods of one (1) year each at the option of LESSEE. LESSEE shall notify LESSOR in writing by July 1 of each succeeding year that said option has been exercised. In the event no notice is given this agreement shall continue on a month-to-month basis until LESSEE notifies LESSOR that the lease is terminated.

3. Rental. LESSEE agrees to pay to LESSOR the sum of \$400.00 for the months of July, August, and September. Starting October 1, 2009, LESSOR will receive the sum of \$600.00 plus \$100.00 (fuel cost to be reviewed annually) per month during the term of this lease. (the fuel allotment will be paid by the grant.)

4. Maintenance. LESSOR shall be responsible for keeping the leased vehicle in a good state of repair and shall be responsible for all maintenance costs and for the cost of all fuel, oil and any other expenses associated with the use and maintenance of said vehicle.

5. Insurance. LESSOR shall at all times maintain bodily injury liability and property damage insurance in minimum limits of at least \$500,000.00 single limits or \$250,000.00/\$500,000.00 split limits for bodily injury and \$100,000.00 property damage. LESSOR agrees to provide annual proof of such insurance to LESSEE. LESSEE shall be named as an additional insured on said policy. LESSOR consents to LPS including the leased vehicle as insured property on LPS's liability insurance policy only during such times as LESSOR is using said vehicle in the scope of employment with LPS.

6. Indemnity. LESSOR shall indemnify LESSEE against, and hold LESSEE harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney fees, arising out of or resulting from use of the vehicle by LESSOR for personal reasons.

7. Personal Use. The parties acknowledge that the LESSOR will use the leased vehicle for personal reasons when the vehicle is not being used in the scope of employment with LPS. The parties agree that this lease applies only to the time during which the LESSOR is using the leased vehicle in the scope of employment with LPS. The LESSOR is responsible for maintaining any mileage records or other records needed to separate personal usage for income tax or any other purpose.

8. Conditions of Use. The LESSOR agrees as follows:

- a. LESSOR will not allow anyone else to operate the leased vehicle while it is being used for school purposes in the course of employment by LPS.
- b. LESSOR will operate the vehicle in a safe manner, and will obey all relevant traffic regulations.
- c. LESSOR will be responsible for the care of the leased vehicle at all times.
- d. LESSOR will not use the leased vehicle illegally, improperly, for hire, or as a public conveyance.
- e. LESSOR will keep the vehicle properly registered with the State of Oklahoma and timely renew the license tag.
- f. LESSOR will not store or allow to be stored in the leased vehicle, while it is being used for school purposes in the course of employment, any item that is not to be on school premises including alcohol, tobacco products or weapons.
- g. LESSOR will maintain a valid current Oklahoma driver's license.

9. Termination. This agreement may be terminated upon the occurrence of any of the following conditions:

- a. In the event LESSOR defaults or fails to comply with any of the terms of this lease.
- b. The cessation of LESSOR's employment with LPS.
- c. In the opinion of LPS the vehicle becomes unsafe or otherwise inappropriate to use for school purposes for any reason.

Executed this _____ day of XXXX, 20XX.

LESSOR:

Print Name:

CHRIS CONWAY

LESSEE:

LAWTON PUBLIC SCHOOLS

Signature

PRESIDENT, LAWTON BOARD OF EDUCATION
MARY L. BRADLEY

GREAT PLAINS TECHNOLOGY CENTER
S.C.O.R.E. PROGRAM
MEMORANDUM OF UNDERSTANDING

This Agreement by and between Lawton Public Schools, Lawton, Oklahoma, and Great Plains Technology Center, Lawton, Oklahoma, concerns the enrollment and funding of alternative education students in the SCORE Program (School of Career Opportunities and Real Education).

Lawton Public Schools agrees to pay Great Plains Technology Center the unweighted daily rate of the funding received from the State Department of Education in the form of A.D.A. for each student that is enrolled from that district in the SCORE program (students enrolled in CTE programs will be at 50%). In turn the SCORE program staff agrees to furnish all necessary enrollment information, attendance information, grades, and credits earned on each student for which funding is received.

Billing will be made on a yearly basis with computations made at the end of each year based on students that are eligible for SCORE by:

1. Being enrolled at a Lawton Public Schools secondary school on accreditation day (the first school day in October).
2. The maximum number of days will be no more than 175 days.
3. The number of school days for eligible student will begin on the first day enrolled in the SCORE program according to the Lawton Public Schools' enrollment date until the last school day as long as that student was enrolled at any Lawton Public Schools secondary school on accreditation day (the first school day in October).
4. Before payment is made, student name, days enrolled, and days attended will be verified by both parties for accuracy.
5. The amount paid by LPS will not exceed \$330,000.00.

Great Plains Technology Center further agrees to provide academic and vocational training and counseling as needed for the students. The SCORE program further agrees to waive tuition for students in online courses or Adult Career and Development classes at Great Plains Technology Center as described in our state program proposal. SCORE students are also provided lunch at GPTC.

Lawton Public Schools agrees to accept the confirmed credits of students and work with SCORE program staff to confirm credits and documentation necessary to establish requirements for graduation for the enrolled students.

It is understood that the SCORE program is currently funded by an O.D.C.T.E. state grant and if funding should become non-existent or the basis for funding should change materially, this agreement can be cancelled or renegotiated by both parties. It is agreed that this memorandum shall remain in force until such time that it is cancelled or changed by both parties. It is anticipated that the SCORE program will continue on an annual basis as long as adequate funding is obtained from various sources.

Board President, GPTC

Date

Board President, LPS
MARY L. BRADLEY

Date



LAWTON PUBLIC SCHOOLS

Lance Gibbs

*Chief Financial Officer
Assistant Superintendent*
PHONE: 580-357-6900 Ext 2047
lance.gibbs@lawtonps.org

July 19, 2022

Lawton Public Schools Board of Education
P.O. Box 1009
Lawton, OK 73502

RE: Recommendation to accelerate the sell of the property located at 2713 NW 22nd Street, formerly 2102 NW Lindy Avenue

The purpose of this letter is to accelerate the sell of property located at 2713 NW 22nd Street, Lawton OK 73505. Per our lease agreement, The Impact Center will purchase said property in the amount of \$10,000.00 with the understanding that they will pay for all buyer and seller abstract fees and closing costs.

SELLER:
Lawton Public Schools, Board of Education

BUYER:
The Impact Center

_____ Date _____
Mary L. Bradley, President

_____ Date _____
Ray Garcia, Director

Respectfully,

Lance Gibbs
Lawton Public Schools
CFO & Assistant Superintendent

INFINITE CAMPUS END USER LICENSE AGREEMENT

This Infinite Campus End User License Agreement ("Agreement") is made between Infinite Campus, Inc., a Minnesota corporation located at 4321 109th Ave NE, Blaine, MN 55449-6794 ("Infinite Campus") and:

("Licensee")

Name: Lawton Independent School District 8

Address: 735 Fort Sill Boulevard Lawton, OK 73507

RECITALS

- A. Infinite Campus has developed certain proprietary student information software and documentation, which is updated and revised by Infinite Campus from time to time, and Infinite Campus has licensed from third parties, or developed other products and services, as offered by Infinite Campus, and amended from time to time (collectively, the "Infinite Campus Products");
- B. Infinite Campus, or an Infinite Campus Authorized Channel Partner, may provide certain services for Infinite Campus Products, including software implementation services, software maintenance services, training services, data conversion services, project management services, product support services, technical support services and application hosting services (collectively, the "Infinite Campus Services"); and
- C. Infinite Campus and Licensee desire to enter into this Agreement for the purpose of facilitating the licensing and implementation of certain Infinite Campus Products and delivery of certain Infinite Campus Services identified on one or more Order and Pricing Schedules, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter stated, the parties agree as follows:

1. Rights and Obligations

- 1.1 License Grant. Subject to the terms and conditions hereof, Infinite Campus grants Licensee a personal, limited, non-exclusive, non-transferable, non-sublicensable, non-perpetual, license to use: (i) the specific Infinite Campus Products identified on the applicable Order and Pricing Schedules; and (ii) the related documentation (which may include, but is not limited to, users' manuals, reference guides, programmers' guides and/or system guides, as applicable and as available). Licensee shall install and use Infinite Campus Products and the documentation solely for its own internal use and for the purposes for which such Infinite Campus Products and documentation were designed.
- 1.2 Products and Services. Subject to the terms and conditions hereof, Infinite Campus, or an Infinite Campus Authorized Channel Partner, shall provide the Infinite Campus Services as listed on the applicable Order and Pricing Schedules.

2. Ownership and Protection of Infinite Campus Products

- 2.1 Ownership. Licensee acknowledges that Infinite Campus Products; all source code, object code, class libraries, user interface screens, algorithms, development frameworks, repository, system designs, system logic flow, and processing techniques and procedures related thereto; the documentation, any system user documentation, or other documentation related thereto; any copies and derivatives of any of the foregoing, in whole or in part; as well as all copyright, patent, trademark, trade secret and other proprietary rights in any of the foregoing; are and shall remain the sole and exclusive confidential property of Infinite Campus or Infinite Campus licensor. Licensee further acknowledges that any reports or other data generated by Infinite Campus Products regarding traffic flow, feature use, system loads, product installation, and/or similar information, are the exclusive property of Infinite Campus and may be used, and Licensee hereby specifically authorizes the use of such reports and/or other data, by Infinite Campus in any manner that Infinite Campus deems to be appropriate.
- 2.2 Protection of Infinite Campus Products and Documentation. Licensee shall not allow, and shall not allow any third party to:
 - a) adapt, modify, change, maintain, translate, decompile, disassemble, reconstruct, or reverse engineer Infinite Campus Products or the documentation, or any portion thereof;
 - b) identify or discover any source code of Infinite Campus Products;
 - c) distribute, sell, or sublicense copies of Infinite Campus Products or the documentation or any portion thereof;

- d) create copies of Infinite Campus Products or the documentation except to make a copy of any program which is required as an essential step in its utilization or to make an archival or back-up copy of Infinite Campus Products; or
- e) incorporate any portion of Infinite Campus Products into or with any other Infinite Campus Products or other products, or create any derivative works of Infinite Campus Products or the documentation.

2.3 Confidentiality. Licensee agrees that Infinite Campus Products contain proprietary information, trade secrets, know-how, and confidential information that are the exclusive property of Infinite Campus or Infinite Campus licensor(s). During the period this Agreement is in effect and at all times after its termination, Licensee and its employees and agents shall maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party, nor use such information other than to inform permitted users of the conditions and restrictions on the use of Infinite Campus Products or the documentation, and to the extent permitted by law, Licensee will not disclose the terms and conditions of this Agreement without the prior written consent of Infinite Campus.

3. Fees and Payment Terms

3.1 Payment Terms. Licensee shall pay Infinite Campus, or Infinite Campus' Authorized Channel Partner, the fees as provided in the Applicable Order and Pricing Schedules, excluding any identified third-party fees. Licensee shall pay third-party fees directly to the specified third party.

- a) The fees for the Infinite Campus Products shall be valid from the Service Start Date until the conclusion of the term specified on the Applicable Order and Pricing Schedules (the "Initial Term").
- b) Licensing, hosting, and support fees will be invoiced on the Service Start Date for the Initial Term.
- c) SIS implementation services, if any, will be invoiced immediately after the Effective Date.
- d) Travel expenses and premium product implementation services, if any, will be invoiced monthly as expenses or services are incurred.
- e) All invoices are Net 30.

3.2 Annual Recurring Fees. Following the Initial Term, for each twelve (12) month period thereafter (each a "Subsequent Term"), Licensee shall pay annual fees according to the then-current license fees for the licensed Infinite Campus Products listed with an annual recurring price on the Applicable Order and Pricing Schedules (the "Annual Recurring Fees"). Infinite Campus will review the number of students enrolled, as certified by the state in which the Licensee resides, and if the total number of enrolled students has increased or decreased, Infinite Campus may increase or decrease the Annual Recurring Fees according to the then-current license fees for the applicable Infinite Campus Products and Services.

3.3 Travel Expenses. To the extent Infinite Campus will be incurring any expenses on Licensee's behalf in performance of this Agreement, Licensee agrees to pay Infinite Campus for all travel and other incidental expenses, including, but not limited to, meals, telephone charges, and shipping costs incurred in connection with Infinite Campus' performance of its duties under this Agreement. Such expenses shall be incurred in accordance with the Business Expense Policy located at <https://www.infinitecampus.com/policies>.

3.4 Taxes. All amounts set forth on the Applicable Order and Pricing Schedules are exclusive of applicable sales and similar taxes, and it shall be Licensee's responsibility to pay all such taxes, if applicable.

4. Indemnification; Warranties

4.1 Indemnifications.

- a) If Licensee notifies Infinite Campus in writing and gives Infinite Campus sole control over the defense and all related settlement negotiations, Infinite Campus will defend, hold harmless and indemnify Licensee against any damages finally awarded or amounts paid in settlement as a result of any claim or threat of claim brought by a third party against Licensee, to the extent based on an allegation that: (i) Products for which Licensee has licensed from Infinite Campus infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party, or (ii) a defective Product directly caused death or personal injury; provided that Licensee did not alter, modify, or otherwise change the Product or software that gave rise to such claim.
- b) To the extent permitted by law, Licensee will defend, hold harmless and indemnify Infinite Campus against any claim or threat of claim brought by a third party against Infinite Campus arising out of the acts or omissions of Licensee or its employees, excluding acts or omissions expressly required or prescribed by this Agreement.

- c) If either party seeks indemnification provided for in Section 4.1, each party seeking indemnification will cooperate with and provide reasonable assistance in the defense or settlement of any claim or legal proceeding. Licensee and Infinite Campus will not make public any terms, or the mere existence, of any settlements.
- d) THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATION OF INFINITE CAMPUS WITH RESPECT TO ANY INFRINGEMENT, OR CLAIMS OF INFRINGEMENT, REGARDING INFINITE CAMPUS' PRODUCTS, OR ANY PORTION THEREOF, WITH REGARD TO ANY PATENT, COPYRIGHT, TRADE SECRET, OR OTHER PROPRIETARY RIGHT.

4.2 Warranties.

- a) Infinite Campus warrants that, during the ninety (90) day period (the "Warranty Period") commencing on the delivery date of Infinite Campus Product to Licensee, Infinite Campus Products will operate in substantial conformity with the documentation when used in strict compliance therewith. This warranty is contingent upon Licensee's installation of all corrections, enhancements, updates, and new releases provided by Infinite Campus to Licensee and the absence of damage or abuse to Infinite Campus Products.
- b) Notwithstanding the foregoing, Licensee acknowledges that it is solely responsible for having the appropriate compatible network(s) and operating system environment(s), and as Licensee's sole and exclusive remedy for any breach of this warranty, Infinite Campus shall, at its sole option, within a reasonable period of time, provide all reasonable programming services to correct programming errors in Infinite Campus Products, replace Infinite Campus Products or terminate this Agreement and refund to the Licensee the license fees paid to Infinite Campus under this Agreement for the defective Infinite Campus Products, as set forth in Section 6.2(c) of this agreement, refunding the unamortized portion (assuming straight line amortization) of the annual license fees paid Any professional services provided under this Agreement are provided "as is" without representation or warranty of any kind or nature.
- c) Infinite Campus represents and warrants that, (a) the work to be performed and services to be provided by it hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel; (b) the work will be configured using commercially reasonable technical specifications; (c) the work will operate in conformance with the terms of this Agreement; (d) the work to be performed by it will not violate any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination or false advertising); (e) the work performed will not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (f) the work performed will not be obscene, child pornographic, or indecent; and (g) the work performed will be free of any software disabling devices, internal controls, or computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- d) EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 4.2, INFINITE CAMPUS MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF QUALITY OR PERFORMANCE, OR AS A RESULT OF A COURSE OF DEALING OR USAGE OF TRADE, WITH RESPECT TO INFINITE CAMPUS PRODUCTS, MAINTENANCE, SUPPORT, OR OTHER SERVICES.

5. **Limitations of Liability**

IN NO EVENT WILL INFINITE CAMPUS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE, SUCH AS LOST PROFITS. INFINITE CAMPUS' TOTAL LIABILITY WILL BE LIMITED TO THE LICENSE FEES ACTUALLY PAID BY LICENSEE TO INFINITE CAMPUS FOR THE APPLICABLE INFINITE CAMPUS PRODUCTS, SUBJECT HOWEVER TO A TWELVE (12) MONTH STRAIGHT LINE DEPRECIATION COMMENCING ON THE DATE OF DELIVERY OF SUCH INFINITE CAMPUS PRODUCTS.

6. **Agreement Term and Termination**

- 6.1 Agreement Term. The term of this Agreement (the "Agreement Term") shall begin on the date this Agreement is executed by the Licensee ("Effective Date") and shall remain in effect until terminated pursuant to Section 6.2.

6.2 Agreement Termination. This Agreement may be terminated as follows:

- a) either party may terminate this Agreement, with or without cause, with no less than thirty (30) days written notice.
- b) either party may terminate this Agreement if one party's actions expose the other party to any violation of law and fails to cure such actions within fifteen (15) days of notice thereof;
- c) either party may terminate this Agreement and any other active agreement with the other party if the other party fails to fully perform any material obligation under this Agreement with thirty (30) days to cure;
- d) notwithstanding the foregoing, if the Licensee violates the provisions of Article 2 of this Agreement Infinite Campus may terminate this Agreement immediately without notice.

In the event of termination of this Agreement by Infinite Campus pursuant to Section 6.2(a) prior to an anniversary date, Infinite Campus shall refund the unamortized portion (assuming straight line amortization) of the annual license fees paid. In the event of termination of this Agreement by Infinite Campus pursuant to Sections 6.2(b), 6.2(c) or 6.2(d) prior to an anniversary date, Infinite Campus shall be entitled to prepaid license fees for the balance of the year of termination.

In the event of termination of this Agreement by the Licensee pursuant to Section 6.2(a) prior to an anniversary date Infinite Campus shall be entitled to prepaid license fees for the balance of the year of termination. In the event of termination of this Agreement by the Licensee pursuant to Section 6.2(b) or 6.2(c) Infinite Campus shall refund the unamortized portion (assuming straight line amortization) of the annual license fees paid.

6.3 Responsibilities in the Event of Termination.

- a) Upon any termination of this Agreement and/or the license to use any Infinite Campus Products, Licensee shall cease to use Infinite Campus Products and Infinite Campus Services and shall return to Infinite Campus all Infinite Campus Products and all copies thereof and all proprietary and confidential property of Infinite Campus. Licensee shall expunge all copies of Infinite Campus Products from its computer(s) and server(s). Failure to comply with this Section shall constitute continued use of Infinite Campus Products. Licensee shall provide a certificate from an officer of Licensee stating compliance with this Section. Infinite Campus shall also have such other legal and equitable rights and remedies to which it may be entitled with respect to Licensee's failure to comply with the provisions of this Agreement.
- b) Upon ninety (90) business days following the termination of this Agreement, or sooner at the request of the Licensee, Infinite Campus warrants that the original and all copies of Licensee information, educational records and pupil records as such terms are defined by the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99, "FERPA"), and any other State or Federal law relating to the protection of confidential student information, will be returned to the Licensee or destroyed in such a manner that such information cannot be read, executed, viewed or in any way accessed when destroyed. Nothing herein, however, prohibits Infinite Campus from continuing to possess and use any reports or other data generated by Infinite Campus Products or Infinite Campus Services regarding traffic flow, feature use, system loads, product installation, and/or similar information.

6.4 No Liability for Termination. Except as provided for in this Agreement, neither party shall be liable to the other for damages of any kind, including incidental or consequential damages, damages for loss of prospective business or loss of continuing business, or otherwise which arise due to the expiration or termination of this Agreement. This does not relieve either party from responsibility for damages caused by its actions or breaches of the Agreement, but only for damages related to or resulting from the expiration or termination of the business relationship.

6.5 Survivorship. Those sections that by their nature survive expiration or termination of this Agreement will survive such expiration or termination.

7. Additional Terms

7.1 If not already covered by a separate agreement from an Infinite Campus Authorized Channel Partner for any items (a) – (c) below, and if Licensee has chosen any of the following services directly from Infinite Campus, as specified on an applicable Order and Pricing Schedule then Licensee understands and agrees that the following terms and conditions also apply:

- a) Cloud Hosting (Standard Cloud or Cloud Choice). <https://www.infinitecampus.com/policies/index/cloud-hosting-services-terms>
- b) On-Site Hosting. <https://www.infinitecampus.com/policies/index/on-site-hosting-services-terms>

- c) Software Support Services. <https://www.infinitecampus.com/policies/index/software-support-services-terms>
- d) Online Registration. By agreeing to purchase Online Registration, Licensee also understands and agrees that it will use the Infinite Campus Digital Repository Services, which use is subject to the terms and conditions located at <https://www.infinitecampus.com/policies/digital-repository-services-terms-of-service>.

8. General Terms and Conditions

- 8.1 Assignment. This Agreement is personal to Licensee. Licensee shall not, voluntarily or involuntarily, sublicense, sell, assign, give, or otherwise transfer this Agreement. Any such transfer or attempted transfer shall be null and void. Infinite Campus has the right to assign or otherwise transfer its rights and obligations under any of this Agreement, whether voluntarily, involuntarily, or by operation of law.
- 8.2 Governing Law. This Agreement will be governed and interpreted under the laws of the state of Minnesota, U.S.A, without regard to its conflict of law's provisions. Any litigation between the parties will take place in the state or federal courts in Minnesota, and both parties waive any objection to the jurisdiction of and venue in such courts. Any action arising out of or related to this Agreement must be brought within one (1) year from the first date such action could have been brought, despite any longer period provided by statute. If a longer period is provided by statute, the parties hereby expressly waive it.
- 8.3 Amendments; Waiver. This Agreement shall not be amended or modified except in writing by duly authorized representatives of the parties that refer specifically to this Agreement. The failure of either party to enforce the provisions hereof shall not be construed to be a waiver of such provisions or of the right to enforce such provisions later.
- 8.4 Severability. If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.
- 8.5 Headings, Exhibits, and Construction. Article and section headings are for reference only and will not be considered as parts of this Agreement. The attached exhibits, and the Applicable Order and Pricing Schedules, and hyperlinked terms and conditions are an integral part of this Agreement and are incorporated by reference. Wherever the singular is used, it includes the plural, and, wherever the plural is used, the singular is included.
- 8.6 Force Majeure. Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, epidemics, pandemics, earthquakes, floods, embargos, riots, sabotage, labor shortages or disputes, governmental acts or failure of the Internet (not resulting from the actions or inactions of Infinite Campus), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.
- 8.7 Entire Agreement. This Agreement supersedes all previous agreements and representations of, between or on behalf of the parties regarding the subject matter herein. Except as stated in Section 8.3 above, any document, instrument, or agreement issued or executed contemporaneous or after this Agreement shall not alter the terms and conditions of this Agreement. This Agreement contains all Infinite Campus' and Licensee's agreements, warranties, understandings, conditions, covenants, and representations regarding the subject matter herein. Neither Infinite Campus nor Licensee will be liable for any warranties, understandings, conditions, covenants, or representations not expressly set forth or referenced in this Agreement. Licensee acknowledges that Infinite Campus reserves the right to refuse any different or additional provisions in purchase orders, invoices or similar documents, and such refused provisions will be unenforceable.
- 8.8 Notices. Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address set forth below for Infinite Campus and to the address designated on page one (1) of this Agreement by Advocate for receipt of notices, or as may be provided by the parties.

Infinite Campus, Inc.
Sales Contracts Management
4321 109th Ave NE
Blaine, MN 55449-6794

Lawton Independent School District 8
Lance Gibbs: Assistant Superintendent/Cf
735 Fort Sill Boulevard
OK, 73507

Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this Section.

- 8.9 Applicable Law. Infinite Campus complies and shall comply with applicable laws governing online privacy and student data privacy, including the Child Privacy Protection and Parental Empowerment Act, FERPA, the Children's Online Privacy Protection Act, and state laws. Licensee may review these laws and their related regulations by logging on to the U.S. Federal Trade Commission's website at <http://www.ftc.gov>.
- a) While providing services during the term of this Agreement, Infinite Campus may process and store Licensee data and may have access to student education records that are subject to FERPA. Such information is considered confidential and is protected. To the extent that Infinite Campus has access to "education records" under this Agreement, it is deemed a "school official," as each of these terms are defined under FERPA. Infinite Campus shall use education records only for the purposes of fulfilling its duties under this Agreement. To improve the products and services it provides, Infinite Campus may use anonymized or de-identified, non-PII data, as well as seek input from the Licensee and its employees regarding use of Infinite Campus Products and Infinite Campus Services. Except as required by law or court order, Infinite Campus shall not disclose or share education records with any third party unless: (i) permitted by the terms of this Agreement, (ii) directed to do so, in writing, by Licensee, or (iii) to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of Infinite Campus under this Agreement.
 - b) In the event any third party seeks to access education records that are subject to FERPA beyond the access that is provided to Infinite Campus affiliated individuals for purpose of providing the services under the Agreement, whether said third party request is in accordance with FERPA or other Federal or relevant State law or regulations, Infinite Campus shall immediately inform Licensee of such request in writing, if it is allowed to do so. Infinite Campus shall not provide direct access to such data or information or respond to said third party requests, unless compelled to do so by court order or lawfully issued subpoena from any court of competent jurisdiction. Should Infinite Campus receive a court order or lawfully issued subpoena seeking the release of such data or information, Infinite Campus shall provide immediate notification, along with a copy thereof, to Licensee prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order/subpoena.
 - c) If Infinite Campus experiences a security breach concerning any education record covered by this Agreement, Infinite Campus shall immediately notify Licensee and take immediate steps to limit and mitigate such security breach to the extent possible. The Parties agree that any material breach by Infinite Campus of the confidentiality obligation set forth in this Agreement may, at Licensee's discretion, result in cancellation of this Agreement and the eligibility for Infinite Campus to receive any information from Licensee for a period of not less than five (5) years. The Parties further agree to indemnify and hold each other harmless for any loss, cost, damage, or expense suffered by the non-breaching Party, including but not limited to the cost of notification of affected persons, as a direct result of the breaching Party's unauthorized disclosure of education records that are subject to FERPA, or any other confidentiality/privacy provision, whether federal, state, or administrative in nature.
 - d) Upon termination of this Agreement, Infinite Campus shall return and/or destroy all education records that it received from Licensee hereunder as, and in accordance with, Section 6.3(b) of this Agreement. Infinite Campus shall not knowingly retain copies of any education records received from Licensee once Licensee has directed Infinite Campus as to how such information shall be returned and/or destroyed. Furthermore, Infinite Campus shall ensure that it disposes of all education records received from Licensee in a commercially reasonable manner that maintains the confidentiality of the contents of such records (e.g., shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).
- 8.10 Export Rules. Licensee agrees that Infinite Campus Products will not be shipped, transferred, or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions, or regulations (collectively the "Export Laws"). In addition, if Infinite Campus Products are identified as export controlled items under the Export Laws, Licensee represents and warrants that Licensee is not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Iraq, Syria, Sudan, Libya, Cuba, North Korea, and Serbia) and that Licensee is not otherwise prohibited under the Export Laws from receiving Infinite Campus Products. All rights to use Infinite Campus Products under this Agreement are granted on the condition that such rights are forfeited if Licensee fails to comply with the terms of this Section


- 8.11 U.S. Government End-Users. Each component licensed under this Agreement that constitute Infinite Campus Products and Services is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all end users acquire Infinite Campus Products and Services with only those rights set forth herein.
- 8.12 Electronic Signatures; Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed, will be deemed to be an original and all of which when taken together will constitute one Agreement. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document related hereto shall be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents based on the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an email message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

IN WITNESS WHEREOF, this Infinite Campus End User License Agreement has been executed by the duly authorized representative of Infinite Campus and Licensee.

Infinite Campus, Inc.

By: *Stephanie Svoboda*
Name: Stephanie Svoboda
Its: Authorized Signer
Date: Jul 12, 2022

Licensee

By: 
Name: Lance Gibbs
Its: Assistant Superintendent/CFO
Date: Jul 19, 2022

SIGNATURE BY: _____ Date _____
PRESIDENT, LAWTON BOARD OF EDUCATION
MARY L. BRADLEY

Order and Pricing Schedule

Order and Pricing Schedule for Lawton Independent School District 8, OK.


Description	Term Start Date	Quantity	Fee Type	Unit Price	Total
Campus Student System License Fee	7/1/2016	13,714	Recurring	\$6.00	\$82,284.00
Food Service Tiered License Fee (1 - 5,000 Students)	7/1/2019	5,000	Recurring	\$2.00	\$10,000.00
Food Service Tiered License Fee (5,001 - 10,000 Students)	7/1/2019	5,000	Recurring	\$1.80	\$9,000.00
Food Service Tiered License Fee (10,001 - 15,000 Students)	7/1/2019	3,714	Recurring	\$1.60	\$5,942.40
Infinite Campus Services, Cloud Choice Hosting Services - SIS	7/1/2016	13,714	Recurring	\$1.00	\$13,714.00
Infinite Campus Services, Software Support - SIS	7/1/2016	13,714	Recurring	\$1.20	\$16,456.80
Infinite Campus Services, Tiered Software Support - Food Service (1 - 5,000 Students)	7/1/2019	5,000	Recurring	\$0.40	\$2,000.00
Infinite Campus Services, Tiered Software Support - Food Service (5,001 - 10,000 Students)	7/1/2019	5,000	Recurring	\$0.37	\$1,850.00
Infinite Campus Services, Tiered Software Support - Food Service (10,001 - 15,000 Students)	7/1/2019	3,714	Recurring	\$0.34	\$1,262.76
Campus Passport	7/1/2016	13,714	Recurring	\$0.50	\$6,857.00
Online Registration Prime	7/1/2017	13,714	Recurring	\$2.00	\$27,428.00
Data Health Check	7/1/2016	13,714	Recurring	\$0.25	\$3,428.50
Data Change Tracker (3 Years - 1K + \$0.10 per student)	7/1/2021	13,714	Recurring	\$0.10	\$2,371.40
Online Payments - Payrix	7/1/2021	1	One Time	Flat	PAID
Campus Learning-District License Fee - Ramp Up Pricing	7/1/2022	13,714	One Time	\$1.50	\$20,571.00
Campus Learning-District License Fee - Final Pricing	7/1/2023	13,714	Recurring	\$2.00	\$27,428.00
Yearly Event Series (Y.E.S.)	7/1/2022	13,714	Recurring	Flat	\$4,450.00
Y.E.S. Campus Passport Subscription Discount					(\$500.00)
Y.E.S. Year 1 Introductory Discount					(\$100.00)

2022/2023 Annual Total
Annual Recurring Total (Startubg July 1, 2023)

\$207,015.86
\$213,972.86

Lawton Independent School District 8

SIGNATURE BY: _____
 PRESIDENT, LAWTON BOARD OF EDUCATION
 MARY L. BRADLEY

By: 
 Name: Lance Gibbs
 Title: Assistant Superintendent/CFO
 Date: Jul 19, 2022

**PARTICIPATION AGREEMENT AMONG
OKLAHOMA STATE DEPARTMENT OF EDUCATION (OSDE),
PUBLIC CONSULTING GROUP LLC (PCG), SUBSIDIARY OF
PUBLIC CONSULTING GROUP HOLDINGS, INC.
AND THE SCHOOL DISTRICT
THE OSDE UNDER THE AUTHORITY OF AGREEMENT WITH
OKLAHOMA HEALTH CARE AUTHORITY (OHCA)
SCHOOL-BASED HEALTH SERVICES PROGRAM**

Lawton Public Schools

Participating School District
753 NW Ft. Sill Blvd

Street Address

Lawton	OK	73507
City	State	Zip Code

This Participation Agreement (the "Participation Agreement") is entered into by and among the Oklahoma State Department of Education ("OSDE"), Public Consulting Group LLC ("PCG"), and the above-referenced School District ("the DISTRICT") as of July 1, 2022 ("Effective Date").

We, the District will be participating in:

- Fee – for – Service (FFS)
- Medicaid Administrative Claiming (MAC)

*In order to participate in MAC, the District must participate in FFS

WHEREAS, the DISTRICT is a public school district that employs or contracts with health care providers to provide school-based health-related services to students including special-needs students; and

WHEREAS, the DISTRICT requires assistance in billing Medicaid for covered services that are provided to Medicaid-eligible students, and in collecting amounts billed; and

WHEREAS, OSDE is duly authorized to administer the Medicaid School Based Health Services (SBHS) program pursuant to its June 2017 contract with the Oklahoma Health Care Authority ("OHCA") (the "Authorizing Agreement"); and

WHEREAS, PCG is duly authorized to provide Medicaid claiming services to the DISTRICT, pursuant to its contract with OSDE (Purchase Order 2659019209) (the "PCG Contract"); and;

WHEREAS, pursuant to the Authorizing Agreement and PCG Contract, in order to participate in the OSDE administered SBHS program, DISTRICT must record all health-related services they provide to special education students as well as the necessary claims support documentation in OK EDPlan™; and

WHEREAS, the DISTRICT wishes to participate in the SBHS program and allow PCG to coordinate Medicaid Administrative Claim (MAC) activities and for the DISTRICT to receive Medicaid claiming services from PCG pursuant to the terms and conditions contained in this Participation Agreement and in accordance with Authorizing Agreement and the PCG Contract; and

THEREFORE, OSDE, PCG, and the DISTRICT agree to the terms and conditions set forth in this Participation Agreement.

[Remainder of page intentionally left blank]

I. SCOPE OF SERVICES

- A. PCG will perform the services and fulfill the operational responsibilities assigned to it in the attached **Exhibit A** and **Exhibit B**, in accordance with the terms and conditions of this Participation Agreement. The DISTRICT and OSDE will perform the services and fulfill the responsibilities assigned to them respectively in the attached **Exhibit A** and **Exhibit B**, in accordance with the terms and conditions of this Participation Agreement. However, PCG's performance of the services described in the attached **Exhibit A** and **Exhibit B** is expressly conditioned upon the DISTRICT's performance of its responsibilities and upon OSDE's performance of its responsibilities under the Participation Agreement and above-referenced **Exhibit A and Exhibit B**.
- B. The parties to this Participation Agreement may expand the scope of this Participation Agreement to include other products or services offered by PCG, and to specify rates of payment for such products or services, by means of amendments to this Participation Agreement.
- C. Additional scope of work if requested by the LEA. As a participant in the Oklahoma State Department of Education (OSDE) school-based Medicaid program districts will have the option to receive disability evaluation support through PresenceLearning.

This includes the following services:

- Direct evaluation support to Participating Districts of the OSDE Medicaid Program
- Virtual Evaluations
- Priority will be eligibility evaluations, followed by additional areas dictated by OSDE
- District engagement
- Performance Reporting (Monthly)
- Service Assessments and Feedback

II. TERM

- A. The term of this Participation Agreement (the "**Term**") shall commence on the Effective Date and shall continue through June 30, 2023. Term of Service is further defined in Section VII of this agreement.
- B. Notwithstanding the foregoing, this Participation Agreement will expire automatically upon the expiration or termination of the PCG Contract or the Authorizing Agreement, whichever occurs earlier.

III. CLAIMING AND COMPENSATION PROCEDURES

- A. Pursuant to the Authorizing Agreement, the PCG Contract, and this Participation Agreement, including the exhibits hereto, PCG will submit Medicaid reimbursement and quarterly MAC claims to OHCA on behalf of the OSDE and all DISTRICTs participating in the SBHS program.
- B. Pursuant to Article 5.1.C of the Authorizing Agreement, for services rendered on or after July 1, 2018, OHCA will make payments directly to the DISTRICT, within 45 days of submission of a clean claim, and OCHA will invoice DISTRICT for the State share of all such payments.
- C. For fee-for-service claims the DISTRICT hereby agrees to pay PCG 10% of the federal share amounts received from OHCA on account of the above-referenced claims, as compensation for PCG services.
 - a. PCG shall invoice the DISTRICT only after reimbursement has been received by the DISTRICT. Each invoice shall state the nature of the reimbursement received, the date of reimbursement, and the time period of the services provided by PCG.
- D. For MAC the DISTRICT hereby agrees to pay PCG 10% of the federal share amounts received from OHCA, as compensation for PCG services.
 - a. PCG shall distribute MAC reimbursement, less the 10% of the federal share, to the DISTRICT on a quarterly basis only after the MAC claims has been paid by OHCA.
- E. Upon expiration or termination of this Participation Agreement, PCG shall be entitled to payments for services provided prior to termination. The parties acknowledge that one or more invoices may be submitted or recouped by PCG after the termination date, following reimbursements received by the DISTRICT on account of such services. Accordingly, the parties agree that the provisions associated with PCG's compensation shall survive expiration or termination of this Participation Agreement.
- F. This Agreement provides a mechanism for payment to the DISTRICT by OHCA (through OSDE and PCG) using federal funds from CMS, and the parties agree that it in no way creates a requirement for OHCA to reimburse any DISTRICT from OHCA state funds.

IV. DISALLOWANCES

If a reimbursement is disallowed after it was paid to the DISTRICT, PCG shall return to the DISTRICT any fees that were paid to PCG by the DISTRICT under Section III.C & D with respect to the disallowed reimbursement in accordance with the following terms:

- A. For disallowances on claims attributable to errors or omissions caused by PCG, PCG will work with the DISTRICT and take all reasonable actions to challenge the disallowance.
- B. PCG shall not be obligated to reimburse the DISTRICT for a disallowance if the DISTRICT, OSDE, or OHCA does not allow PCG to fully participate in the review and audit process.
- C. PCG shall not be obligated to reimburse the DISTRICT for any disallowance resulting from the errors, acts, or omissions of the DISTRICT. PCG's billing or preparing and MAC claim on behalf of the DISTRICT is in good faith and the data DISTRICT enters is processed by PCG on an "as is" basis. The DISTRICT warrants that (i) service data entered into OK EDPlan™ and/or PCG Claiming System and supporting claiming data furnished is accurate and complete and that (ii) the DISTRICT has appropriate records to substantiate claims submitted on their behalf by PCG.
- D. Subject to the terms provided in this Section, in the event claims are disallowed as a result of PCG's errors or omissions and federal funds are returned and all avenues for contesting the disallowance have been exhausted, PCG shall refund to DISTRICT an amount no greater than the amount paid by the DISTRICT on the amount disallowed. For the auditing process on claims attributable to errors or omissions caused by PCG, PCG shall bear the cost of such defense.

V. **RECORDS**

- A. Upon reasonable notice, which will be no less than ten (10) business days, unless circumstances require a more rapid response at which time the parties will mutually agree on a response deadline based on the size, scope and urgency of the request, PCG shall allow the DISTRICT and OSDE and any of their duly authorized representatives or agents reasonable access to any records of PCG that are pertinent to this Participation Agreement for the purposes of audits or examinations, provided that (i) any audit or examination requiring physical access to PCG's records shall take place during PCG's normal business hours of operation and in a commercially reasonable manner; and (ii) absent exigent circumstances, neither the DISTRICT nor OSDE shall request more than one (1) audit or investigation within a calendar year.
- B. PCG shall maintain its records relating to this Participation Agreement for a period of at least six (6) years from the date of service or claim payment, whichever is greater. For fee-for-service claims, upon expiration or termination of the Agreement, and DISTRICT elects not to participate in the next successive term, PCG will provide DISTRICT a zip file via SFTP

file transfer to include claims information in either text format or Excel format going back six (6) years from the date of expiration or termination. If additional years are required, a different file format, and/or a delivery method other than SFTP is requested, PCG will provide DISTRICT data in the requested date range and format and charge per hour to do so. The hours to complete the work will be priced at the prevailing PCG developer rates. DISTRICT shall be obligated to pay prior to delivery of the data.

VI. CONFIDENTIALITY

- A.** The parties recognize that this Participation Agreement concerns the use of information subject to federal and state laws including the Family Educational Rights and Privacy Act (“**FERPA**”) and the Individuals with Disabilities Education Act (“**IDEA**”).
- B.** The parties shall comply with the requirements of applicable federal and state laws relating to the confidentiality of information, and agree to amend this Participation Agreement as may be necessary to reflect changes in the applicable law.
- C.** PCG shall request from the DISTRICT, and the DISTRICT shall provide to PCG, only such information as is reasonably necessary to effectuate the purposes of this Participation Agreement. PCG shall take steps to safeguard all confidential information that it receives or creates pursuant to this Participation Agreement.
- D.** PCG shall not use confidential information received from the DISTRICT identifying individual students for any purpose other than the purposes of this Participation Agreement or other purposes expressly directed or allowed by the DISTRICT in a writing signed by the DISTRICT, and shall immediately notify the DISTRICT if such confidential information is subpoenaed or requested by a third party, or otherwise required to be disclosed by a lawful court order or by operation of law, or is improperly used, copied, or removed.
- E.** If the DISTRICT determines it necessary in order to comply with its obligations under law, the DISTRICT may examine facilities, systems, procedures, and records of PCG to the extent necessary in order to confirm the adequacy of security measures as they relate to this Participation Agreement, subject to adequate advance written notice of no less than ten (10) business days and any examination requiring physical access to PCG’s facilities or records shall take place including during PCG’s normal business hours of operation and in a commercially reasonable manner.
- F.** Upon expiration or termination of this Participation Agreement, PCG shall use reasonable and secure means to return or destroy (as directed in writing

by the DISTRICT) all documentary information protected by federal or state confidentiality laws that was received or created by PCG under this Participation Agreement. To the extent that destruction or return is not feasible, PCG will continue to extend the protections of the Agreement to such information and limit its further use, until such time as destruction or return is feasible.

- G. Nothing in this Participation Agreement is intended to confer any rights, remedies, obligations, or liabilities upon anyone other than the DISTRICT, PCG, and their respective successors and assigns.

VII. TERMINATION

This Participation Agreement may be terminated before the end of the term specified in Section II, as follows:

- A. **Without Cause:** Any party may terminate this Participation Agreement by giving written notice to the other parties no later than 30 days prior to end of current fiscal year, or such other period as is mutually agreed in advance by the parties.
- B. **For Convenience:** The DISTRICT or OSDE may terminate the Agreement for convenience only if the DISTRICT or OSDE determines that termination is in the best interest of the party. The DISTRICT or OSDE shall terminate the Contract for convenience by delivering to PCG a Notice of Termination for Convenience specifying the terms and effective date of Agreement termination. The Agreement termination date shall be a minimum of 30 days from the date the Notice of Termination for Convenience is issued by the DISTRICT or OSDE.
- C. **For Cause:** Any party may terminate this Participation Agreement if another party materially breaches its terms. This provision applies only if the non-breaching party provides written notice to the breaching party, and allows at least five (5) business days to cure the breach before the effective date of termination stated in the notice.
- D. **Authorizing Agreement:** PCG or OSDE may terminate this Participation Agreement immediately upon written notice in the event that the PCG Contract or the Authorizing Agreement is terminated or materially amended in such a manner as to materially affect the purpose of, or obligations set forth in, this Participation Agreement.
- E. **Provider Qualifications:** PCG or OSDE may terminate this Participation Agreement immediately in the event that a health care provider for the DISTRICT fails to maintain appropriate licensure or other qualifications for providing covered services.

- F. **DISTRICT Qualifications:** PCG or OSDE may terminate this Participation Agreement immediately in the event that the DISTRICT fails to maintain appropriate qualifications for participating in the program.

VIII. OWNERSHIP INTERESTS AND LICENSE

Subject to the terms and conditions of this Agreement, including DISTRICTS's performance of its obligations hereunder, PCG shall provide the EasyTrac™ (including application and related supporting services) to DISTRICT, as more fully described below.

A. Definitions:

- (i) "EasyTrac" means: (i) the Internet-based services described herein; (ii) all products related to such services; (iii) all New Releases, Updates, and Upgrades applicable to the foregoing and generally released by PCG; and (iv) the Documentation developed by PCG for distribution and use in combination with the foregoing.
 - (ii) "New Releases" means any new revision of EasyTrac that includes significant enhancements which add new features to the EasyTrac and which generally will be designated by a new version number either to the left of the decimal point (e.g., from v2.03 to v3.00) or one decimal place to the right of the decimal point (e.g., from v2.03 to v2.10).
 - (iii) "Updates" means any new revisions and/or modifications made to EasyTrac and/or documentation in order to correct operational errors.
 - (iv) "Upgrades" means any new revision of EasyTrac that includes corrections and minor modifications to existing features and which generally will be designated by a new version number which has changed from the prior number only two places to the right of the decimal point (e.g., from v2.02 to v2.03).
 - (v) (i) "PCG Claiming System" means: (i) the Internet-based system used for MAC herein; (ii) all Random Moment Time Study and cost reporting services; (iii) all New Releases, Updates, and Upgrades applicable to the foregoing and generally released by PCG; and (iv) the Documentation developed by PCG for distribution and use in combination with the foregoing.
- B. PCG grants to DISTRICT, and DISTRICT accepts, a non-exclusive, non-transferable, non-sublicensable right and license, during the Term only, to access via the Internet and use EasyTrac™ and / or the PCG Claiming System to the extent reasonably necessary in performing related service coordination functions.
- C. PCG grants to DISTRICT, and DISTRICT accepts, a non-exclusive, non-transferable, non-sublicensable royalty-free license under PCG's copyrights

in PCG's documentation, during the Term only: (i) to incorporate PCG's documentation, in whole or in part, into other written materials prepared by or for DISTRICT with respect to EasyTrac™ and / or the PCG Claiming System; and (ii) to reproduce and distribute modified and original versions of PCG's documentation, in hard copy or in an on-line format, as part of DISTRICT's documentation for EasyTrac™ and / or the PCG Claiming System, and, if such DISTRICT's documentation is in an on-line format, allow DISTRICT users to make print copies of the same.

- D.** DISTRICT shall not use or grant to any person or entity other than authorized DISTRICT users the right to use EasyTrac™ and / or the PCG Claiming System, which users shall be subject to the terms set forth herein. DISTRICT shall not distribute, market, or sublicense EasyTrac™ and / or the PCG Claiming System, and shall not permit any DISTRICT user or third party to do so.
- E.** DISTRICT shall ensure that appropriate proprietary notices indicating PCG's intellectual property rights in EasyTrac™ and / or the PCG Claiming System and related documentation are placed on all copies of written materials distributed by DISTRICT relating thereto. Examples of such documentation include training materials and manuals. DISTRICT shall not remove, modify, or suppress any confidentiality legends or proprietary notices placed on or contained within EasyTrac™ and / or the PCG Claiming System, and shall not permit any DISTRICT user or third party to do so.
- F.** DISTRICT shall not distribute any PCG documentation or intellectual property made available through this Agreement to any individual or organization that is not part of DISTRICT or an authorized DISTRICT user and shall not permit any DISTRICT user or third party to do so.
- G.** DISTRICT shall not transfer, rent, or permit access to EasyTrac™ and / or the PCG Claiming System to any third party, and shall not permit any DISTRICT user or third party to do so.
- H.** DISTRICT shall not modify, decompile, disassemble, or otherwise attempt to reverse engineer EasyTrac™ and / or the PCG Claiming System or any portion thereof, and shall not permit any DISTRICT user or third party to do so.
- I.** DISTRICT shall not circumvent any security protection within EasyTrac™ and / or the PCG Claiming System, and shall not permit any DISTRICT user or third party to do so.
- J.** Subject to the license rights granted to DISTRICT by this Section, all right, title, and interest in and to EasyTrac™ and / or the PCG Claiming System,

including the intellectual property rights and technology inherent in EasyTrac™ and / or the PCG Claiming System, are and at all times will remain the sole and exclusive property of PCG. No right to use, print, copy, distribute, integrate, or display EasyTrac™ and / or the PCG Claiming System, in whole or in part, is granted in this Agreement, except as is explicitly provided in this Agreement. Nothing contained in this Agreement will directly or indirectly be construed to assign or grant to DISTRICT any right, title, or interest in or to PCG's intellectual property rights or other rights in and to EasyTrac™ and / or the PCG Claiming System or PCG's trademarks. Except as expressly authorized by this Agreement, DISTRICT shall not use, display, copy, distribute, modify, or sublicense EasyTrac™ and / or the PCG Claiming System. PCG reserves all rights not expressly granted to DISTRICT by this Agreement.

- K. DISTRICT acknowledges that PCG is and shall remain the owner of all right, title, and interest in and to each of PCG's trademarks in any form or embodiment thereof and is also the owner of all goodwill associated with PCG's trademarks. All goodwill generated by DISTRICT use of EasyTrac™ and / or the PCG Claiming System with respect to PCG's trademarks shall inure exclusively to the benefit of PCG. DISTRICT shall promptly notify PCG of any third-party infringements of any of the PCG trademarks used in connection with EasyTrac™ and / or the PCG Claiming System, or any act of unfair competition by third parties relating to the PCG trademarks, within a reasonable time of OSDE's knowledge of such infringements or acts.
- L. PCG reserves the sole and exclusive right at its discretion to assert claims against third parties for infringement or misappropriation of its intellectual property rights in EasyTrac™ and / or the PCG Claiming System.

IX. LIABILITY AND INSURANCE

- A. PCG shall defend, indemnify, and hold harmless the DISTRICT and OSDE from and against any suit, proceeding, assertion, damage, cost, liability, and expense (including court costs and reasonable attorneys' fees) incurred as a result of claims by a third party against the DISTRICT or OSDE, employees, or agents arising from or connected with a claim, related to this Agreement, that any EasyTrac™ and / or the PCG Claiming System infringes any valid patent, copyright, trade secret, or other intellectual property right under the laws of the United States, provided that the DISTRICT and OSDE promptly notifies PCG, in writing, of the suit, claim, or proceeding, or threat of suit, claim, or proceeding, and provides PCG with reasonable assistance for the defense of the suit, claim, or proceeding. PCG will have sole control of the defense of any claim and all negotiations for settlement or compromise.

- B. To the extent permitted by applicable law, the DISTRICT shall defend, indemnify, and hold harmless PCG from and against any suit, proceeding, assertion, damage, cost, liability, and expense (including court costs and reasonable attorneys' fees) incurred as a result of claims by a third party against PCG, employees, or agents arising from or connected with any acts or omissions by the DISTRICT.

- C. PCG shall be liable to the DISTRICT and OSDE for consequential, incidental, exemplary, special or punitive damages resulting from or relating to the Agreement, whether based on breach of contract, tort, or otherwise, even if such party has been advised of the possibility of such damages. Under no circumstances shall PCG's aggregate liability under this agreement to OSDE exceed an amount equal to the total compensation paid to PCG pursuant to this agreement. PCG will maintain adequate insurance coverage for purposes of this Participation Agreement, including commercial general liability, worker's compensation, and errors and omissions liability insurance. PCG will provide to the DISTRICT a certificate of insurance upon request. Such certificate shall provide for thirty (30) days' notice prior to modification of terms or termination.

X. SUCCESSORS AND ASSIGNEES

- A. The parties each binds itself, its associates, partners, successors, assigns, and legal representatives to the other parties to this Participation Agreement with respect to all covenants of this Participation Agreement.

- B. No party shall assign any interest in this Participation Agreement or transfer any interest in the same (whether by assignment or notation) without prior written approval of the other parties.

XI. APPLICABLE LAW AND EXCLUSIVE FORUM

This Agreement shall be governed by the law of the State of Oklahoma, and any civil action arising under this Participation Agreement shall be brought in the State of Oklahoma, Oklahoma County.

XII. COMPLIANCE WITH LAWS

- A. The parties shall comply with all applicable federal and state laws and regulations.

- B. This Participation Agreement and the transactions contemplated hereby are intended to comply with all applicable federal and state laws and regulations including but not limited to fraud and abuse laws. In the event that this Participation Agreement or any of the transactions contemplated hereby are determined not to be in compliance with such laws and regulations, the

parties shall negotiate in good faith to modify the terms and provisions of this Participation Agreement to remedy any prior noncompliance. If compliance cannot reasonably be achieved, this Participation Agreement shall terminate at the election of any party and no party shall have any further rights or obligations hereunder, except as otherwise provided herein; provided, however, that the parties shall take all practicable action to remedy any noncompliance, if possible, including but not limited to repayment or return of any money or value received.

- C. This Agreement is intended to be interpreted as necessary to implement and comply with federal and state laws relating to confidentiality of health information and student information. The parties agree that any ambiguity in this Participation Agreement is to be resolved in favor of a meaning that complies with and is consistent with such laws.

XIII. EXTENT OF AGREEMENT AND ORDER OF PRECEDENCE

- A. This Participation Agreement represents the entire and integrated agreement among the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.
- B. This Participation Agreement may be amended or revised only by a written amendment signed by authorized representatives of all parties and referencing this Participation Agreement.
- C. The parties acknowledge that nothing in this Participation Agreement is intended to conflict with the PCG Contract or the Authorizing Agreement; in the event of a conflict between those agreement and this Participation Agreement, the terms and conditions of those agreement will govern, In the event of any conflict between the terms of this Agreement and the Attachments, the following order of precedence shall govern:
 - 1. Agreement
 - 2. Exhibit A – Operational Responsibilities
 - 3. Exhibit B – Compliance Checklist

XIV. PROCUREMENT

- A. The DISTRICT and OSDE are solely responsible for their compliance with applicable procurement laws and regulations.
- B. To the extent specifically authorized by applicable procurement laws and regulations, this Participation Agreement may be utilized by another school district or other entity for purposes of its own authority to contract with PCG. The terms of such resulting contract may differ from this Participation Agreement, and the DISTRICT and OSDE assume no

authority, liability, or obligation to PCG or to any other school district or other entity with respect to any such resulting contract.

XV. NOTICES AND CONTACT PERSONS

Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective either when delivered personally to the party for whom intended, or five days following deposit of the same into the United States mail (certified mail, return receipt requested, or first class postage prepaid), addressed to such party at the address set forth below, who shall serve as Contact Persons unless replaced by a party by written notice to the other party:

PCG

Cameron S. Lackey
Associate Manager
Public Consulting Group LLC
414 Union Street Suit 1100
Nashville, Tennessee 37219

OSDE

Joy Hofmeister
State School Superintendent
Oklahoma State Department of Education
2500 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

DISTRICT

XVI. MISCELLANEOUS

- A. The parties understand that PCG is not required to perform the services on a full-time basis for DISTRICT and may perform services for other individuals and organizations consistent with the limitations in this Agreement.
- B. The failure of a party to enforce a provision of this Agreement shall not constitute a waiver with respect to that provision or any other provision of this Agreement.
- C. If any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Agreement shall continue in full force and effect.
- D. Except as expressly provided in this Agreement, PCG does not make any warranty with respect to the contracted services, whether express or implied, and specifically disclaims any implied warranties, whether of merchantability, suitability, fitness for a particular purpose, or otherwise for said contracted services.

- E. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.
- F. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
- G. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement. nor the meaning of any provisions hereof.
- H. Each party represents that: (1) it has the authority to enter into this Agreement; and (2) that the individual signing this Agreement on its behalf is authorized to do so.
- I. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- J. The provisions of this Agreement which by their nature would continue beyond the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties have executed this Participation Agreement as of the Effective Date written above.

For and on behalf of PCG:



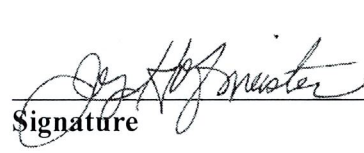
Signature

Name: Cameron S. Lackey

Title: Associate Manager, PCG

Date: 6.15.2022

For and on behalf of the OSDE:



Signature

Name: Joy Hofmeister

Title: State School Superintendent

Date: 06/28/2022

For and on behalf of District:



Signature

Name: *Lance Gibbs*

Title: *CFO / Assistant Superintendent*

Date Approved by School Board:

SIGNATURE

NAME: MARY L. BRADLEY

TITLE: PRESIDENT, LAWTON BOARD OF EDUCATION

EXHIBIT A – OPERATIONAL RESPONSIBILITIES

Each of the parties to this Participation Agreement agree to fulfill the operational responsibilities assigned to it in this Exhibit A.

EXHIBIT B – COMPLIANCE AGREEMENT

Each of the parties to this Participation Agreement agree to fulfill the compliance responsibilities assigned to it in this Exhibit B.

EXHIBIT A
OPERATIONAL RESPONSIBILITIES
EFFECTIVE SCHOOL YEAR 2022-2023
SCHOOL-BASED HEALTH SERVICES PROGRAM

This exhibit provides the operational responsibilities assigned to the Oklahoma State Department of Education (OSDE), the School District, and PCG in accordance with the terms and conditions of the Participation Agreement for the Oklahoma Medicaid School Based Health Services (SBHS) program.

OSDE

OSDE is the state agency responsible for oversight of Oklahoma public school district compliance with the requirements of the Individuals with Disabilities Education Act (IDEA), 20 USC § 1400, et seq. As part of that responsibility, OSDE is tasked with collecting and monitoring school district IEPs. Pursuant to the Authorizing Agreement between OSDE and the Oklahoma Health Care Authority (OHCA), OSDE has been charged with the responsibility of developing and approving program practices and policies and for the administration of the Oklahoma School-Based Medicaid program through a contracted third-party administrator, Public Consulting Group, Inc. (PCG), in collaboration with OHCA.

PCG

OSDE contracts with PCG to act as a third-party administrator to fee-for-service (FFS) and Medicaid Administrative Claiming (MAC):

FFS

1. Serve as the single point of contact for School Districts that are either interested in participating or are participating in the SBHS program.
2. Provide initial training to the School District's health-related provider's program liaisons that will cover the overall program, participation requirements, and the processes for logging services, claiming supporting documentation, managing caseloads, and generating service reports in OK EDPlan™.
3. Provide ongoing OK EDPlan™ and program support to the School District.
 - Email support will be provided via the email links on the OK EDPlan™. Message Board page
 - Phone support will be during the hours of 9:00 AM and 5:00 PM local time, excluding weekends and holidays. PCG will provide a toll-free or local number. This number will connect the School District contact with PCG's OK EDPlan™ help desk.
 - Provide annual ongoing training to the School District's health-related providers and program liaisons that will cover the overall program, participation requirements, and the process for logging services, claiming supporting documentation, managing caseloads, and generating service reports in OK EDPlan™.
4. Prepare and update as appropriate, a Compliance Checklist identifying the relevant Medicaid documentation rules for the OK School-Based Medicaid program.
5. Based on the information entered on OK EDPlan™ by School District as well as the compliance check options agreed to in the Compliance Checklist, process, generate, and submit claims to OHCA on behalf of OSDE and all School Districts participating in the program.
6. Bill Medicaid for School Districts properly logging services and claim support documentation in OK EDPlan™.

7. Review Remittance Advices from OHCA to reconcile, correct denied claims, and void claims as appropriate.
8. Generate and provide claiming and compliance reports to School District.
9. Perform annual program integrity reviews pursuant to the SBHS audit plan approved by OSDE.
10. Retain service documentation that supports its claims for Medicaid reimbursement and meets the minimum Medicaid and OHCA requirements for 6 years (OHCA Policies and Rules: 317:30-3-15). Records that are part of an ongoing compliance review, audit, grievance, or litigation require that the documentation be retained beyond 6 years.

MAC

PCG has developed a description of reimbursable MAC activities performed by District contract or salaried staff. This list is in accordance with CMS guidelines. A description of the MAC activities can be found in the Time Study Implementation Guide. Therefore, PCG will:

1. Review District MAC claims for Medicaid reimbursement on a quarterly basis.
2. Compile documentation as set forth by CMS guidelines and calculate a MAC claim for reimbursement.
3. Issue payment to the District representing all of the federal share of actual and reasonable costs less PCG's administrative fee for MAC activities provided by the District, as determined by CMS approved cost allocation methodologies and time study formulas.
4. Prepare claims to OHCA, on behalf of OSDE, to forward for funding to CMS for Title XIX participation.
5. Calculate MAC claims directly in the PCG Claiming System and District financial personnel will be able to view the calculation.
6. Notify the District in the event of any changes made by CMS to federal matching percentages or costs eligible for match.
7. Assist Districts via the help desk with program components including but not limited to education and training, and technical assistance for the SBHS program. The PCG Claiming System will provide a variety of resources.
8. Distribute MAC reimbursement funds to the District via Electronic Funds Transfer (EFT). PCG is obligated to reimburse funds to the extent that PCG receives funds from OHCA, excluding appropriate administrative fees as agreed between OSDE and PCG. PCG reserves the right to withhold distribution of payment(s) if the District is in a payback situation for any program component.

School District

FFS

1. Designate a liaison who has decision making authority, or reports directly to someone who has such decision-making authority with respect to all matters in the Participation Agreement (including its exhibits). The liaison will serve as the primary point of contact with OSDE and PCG.
2. Actively participate in this program and be available for training sessions in accordance with an agreed schedule and for other required tasks, activities, and approvals.
3. Enroll as a Medicaid provider. This includes notifying Medicaid of any change in address, tax ID, or other information required to keep Medicaid provider enrollment records current at all times.
4. Obtain a National Provider Identifier (NPI) for billing transaction purposes.

5. Have its rendering providers enroll as a Medicaid provider (contract with OHCA), re-enroll as a Medicaid provider (re-new contract with OHCA) and obtain an NPI. The Medicaid provider ID and its effective dates must be recorded in OK EDPlan™. The School District must have all rendering providers linked to its Medicaid ID via Appendix A in OHCA's portal before submitting claims for Medicaid reimbursement.
6. Complete paperwork for PCG to submit and receive electronic claims and electronic Medicaid enrollment data on behalf of school district.
7. Obtain one-time written parental consent to disclose information and bill Medicaid for services and to provide the parent or guardian with initial and annual notice of the disclosure.
8. Obtain a separate physician referral for Physical Therapy services.
9. Obtain a separate prior authorization for Personal Care services.
10. Ensure that its rendering providers (employees or contractors who perform direct medical services) meet all of Medicaid's licensure, certification, and other criteria to qualify as Medicaid providers and provide services for which Medicaid reimbursement is claimed.
11. Initially set up and manage ongoing access and supervisor links for its health-related service providers in OK EDPlan™
12. Have its health-related service providers record all health-related services they provide to special education students in OK EDPlan™. PCG will not submit claims for any services not entered in OK EDPlan™.
13. Have its liaison record all necessary claim support documentation in OK EDPlan™.
14. Provide all services that are listed in the student's IEP, regardless of whether the services are Medicaid-covered and can be billed to Medicaid. (PCG will submit Medicaid claims only for Medicaid-covered services.)
15. Be responsible for the accuracy and completeness of the data its employees provide for claim submission. Errors must be corrected as soon as possible. School District, not OSDE or PCG, is accountable for any errors or omissions.
16. If audited by the State or Federal Government or their agents, disclose all Medicaid records required for audit purposes.
17. Safeguard student records in accordance with the Family Educational Rights and Privacy Act (FERPA), applicable provisions of HIPAA, and all applicable OK state laws.
18. Be responsible for informing its program participants of all relevant privacy regulations and policies.
19. Ensure the availability of non-federal (state/local) funds expended for Medicaid covered services equal to the required state share match. Districts can only use state/local monies for matching Medicaid. Districts may not use federal funds for the required match. If a federal grant has a cash match requirement, the funds used for the match cannot also be used as a match for Medicaid.
20. Participate in the program financing model by transferring state matching funds to OHCA, equaling the non-federal matching funds required for receipt of federal Medicaid funding for the service.
21. Retain service documentation that supports its claims for Medicaid reimbursement and meets the minimum Medicaid and OHCA requirements.
22. Comply with the requirements of the OK Medicaid Billing Services Compliance Checklist.
23. As used in this Exhibit, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of

computer data, or in any other form. In accepting any Contract with the State, the School District agrees that any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

The District is required to retain records relative to the Contract for the duration of the Contract and for a period of six (6) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the six (6) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the six (6) year retention period, whichever is later.

24. Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information School District submits as part of or in connection with a contract are public records and subject to disclosure. School District claiming any portion of their contract as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The Superintendent of OSDE (STATE OF OKLAHOMA) shall make the final decision as to whether the documentation or information is confidential.

District shall cooperate in the defense of any disallowance claim arising in connection with this Agreement. Any defense costs associated with the disallowance on claims attributable to errors or omissions caused by District shall be borne by District. District agrees and understands that the federal government may levy a disallowance on the Medicaid expenditures made in connection with this Agreement. District also agrees and understands that disallowances levied may or may not be upheld, in whole or in part, if appealed. District shall be responsible for any disallowance, deferral, or recoupment.

MAC

1. District will designate an employee(s) to act as a liaison with PCG for issues concerning this Agreement, administration of the MAC component of the SBHS program, and financial information. The District may choose to designate more than one person based on roles and responsibilities as Districts are required to have a replacement available to perform program requirements in the case of an absence. If the designated employee(s) changes roles or leaves the District must provide written notice to PCG within ten (10) business days.
2. District must participate in the fee-for-service component of the SBHS program in order to participate in the MAC component for reimbursement.
3. District will meet all deadlines to submit required information to PCG for the purposes of the SBHS program.
4. District must accept quarterly MAC reimbursement payment(s) via EFT and provide PCG the appropriate banking information to conduct the transaction. If there are changes to the District's bank information such as account number, the District must provide written notice to PCG within ten (10) business days. PCG is not responsible for any fees in the event the District does not provide correct or updated bank information.
5. The accounting system used by the District or its contractor must comply with the requirements contained in 2 CFR 220.
6. District must follow the policies and procedures contained in the "Time Study Implementation Guide" approved by CMS.
7. District will maintain or coordinate a contractor's assistance in maintaining an OSDE/OHCA/CMS approved MAC component to include training, the use of standardized sample forms, sampling, the development and maintenance of clearly identifiable cost accounting pools, and the application of sample percentages to accounting pools in a manner which will document the process for audits.

8. District will report quarterly salary and benefit, and contracted personnel costs for participants that are included on the related Random Moment Time Study (RMTS) staff pool list. Costs are reported on a cash basis. Each quarter's costs must be certified by an authorized financial representative of the District.
9. District must sign and return to PCG the non-federal matching dollars, also referred to as quarterly Certification of Public Expenditures (CPE) form(s), and/or other documentation determined by OHCA to be necessary to verify that the District has expended the state / local funds reflected in the certification. The CPE form must be signed and dated by an authorized financial representative on behalf of the LEA. The funds expended and reported in the CPE must be funds other than federal funds.
10. Quarterly CPE forms are generated with the claim and distributed electronically. The District will need to sign each quarter's CPE in the PCG Claiming System before disbursement of MAC funds.
11. District shall monitor employee participation to ensure that every RMTS form is completed. The District must meet the minimum return rate compliance of 85% of moments assigned each quarter. After the first quarter of RMTS non-compliance, the District is required to submit a Corrective Action Plan (CAP) outlining a plan to meet compliance. After two consecutive quarters of RMTS non-compliance, the District is required to document why the strategy in the CAP was not effective and submit a revised CAP. After three consecutive quarters of RMTS non-compliance, the District may be removed from participating in the MAC component of the SBHS program. Non-compliance measures may change at any time based on direction from OSDE/OHCA or a federal entity. Submission of and compliance with a CAP is not the exclusive remedy for non-compliance by the District. In addition to requiring the adoption and implementation of a CAP, claims for MAC may be denied and/or recouped as a result of non-compliance.

Compliance Reviews

1. A LEA receiving MSBC Program funds will be subject to a comprehensive compliance review conducted no less than once every four years. The LEA will comply with all required next steps as a result of findings.
2. Any recoupment or disallowance of funds for any reason, including as a result of an audit exception, disallowance or comprehensive compliance review, or deferral or denial by CMS or OHCA, will be the exclusive responsibility of the District, regardless of when the recoupment or disallowance is issued or whether the District has withdrawn from the SBHS program. PCG shall have no liability for any such recoupment or disallowance of funds. If a recoupment is requested, payment by the District is due on demand.
3. District will comply with all applicable federal, state, and local laws, rules and regulations, program requirements, OSDE and OHCA policies, and procedures governing performance of duties under this Agreement, including but not limited to an annual audit conducted in accordance with the Single Audit Act of 1984 and all applicable amendments.
4. District agrees to maintain and furnish records and documents from the date of payment, both medical and non-medical, as may be required by applicable federal and state laws. The LEA will allow PCG or designees reasonable access during regular business hours to review, copy or obtain specific records or documents and will cooperate with PCG or designee to facilitate the information and record exchanges necessary for quality management, utilization management, or other processes required for SBHS program operations.
5. District shall comply with all deadlines set by PCG regarding compliance reviews, deliverable and documentation deadlines, and respond to PCG in a timely manner. It is the responsibility of the District to stay informed regarding deadlines and program changes through, newsletters, trainings, as well communications sent by PCG.

6. Should a District not submit documentation that meets all SBHS program documentation requirements to substantiate cost reported or reimbursement received or fails to submit required documentation within the outlined required timeframe if/when selected for a compliance review all monies determined owed are subject to recoupment.
7. All documentation submission for compliance reviews must be made in an acceptable format depending on the content of the data and District is responsible for delivery timelines despite service provider or methods of delivery used. All data that contains private, confidential student data must be submitted securely, and the District is responsible for alternate submission arrangements should technology prohibit secure electronic data submission.
8. District documentation, data certifications, and submissions should undergo a thorough review and quality check by the District to ensure accuracy. Certification language should be reviewed carefully to understand responsibility of accuracy and acknowledgement of consequences before submission to PCG.
9. District will comply with all program requirements as outlined in the MSBC Program Handbook and AMPM chapter 710 specific to school-based claiming prior to submitting costs for MAC claims. The LEA will submit all financial supporting documentation upon request. The LEA shall not engage in unallowable practices such as back-dating or any other alteration of the source document in order to falsify program compliance.
10. District will cooperate with periodic compliance reviews conducted by PCG and will comply with recommendations that result from those comprehensive compliance reviews. District will supply a dual certified CAP certified by two District representatives for areas identified as non-compliant during a compliance review.

EXHIBIT B – COMPLIANCE AGREEMENT

Each of the parties to this Participation Agreement agree to fulfill the compliance responsibilities assigned to it in this Exhibit B.

EXHIBIT B
COMPLIANCE CHECKLIST
EFFECTIVE SCHOOL YEAR 2022 – 2023
SCHOOL-BASED HEALTH SERVICES PROGRAM

Public Consulting Group (PCG) has been retained by the Oklahoma State Department of Education (OSDE) to administer the School Based Health Services (SBHS) program for all participating school districts (hereafter referred to as “School District”). PCG will provide Medicaid billing services pursuant to the contract between the Oklahoma Health Care Authority (OHCA) and OSDE, the contract between OSDE and PCG, and the Participation Agreement among OSDE, PCG, and School District.

This Medicaid Billing Services Compliance Checklist is intended to help School District comply with applicable Medicaid billing requirements. It is a requirement of the SBHS program that OSDE reviews the Checklist together with PCG before the start of each school year, that OSDE executes the Checklist and delivers it to School District before the start of each school year, and that School District complies with the Checklist throughout the school year. The current Compliance Checklist will remain in effect until a new checklist is signed.

All Medicaid billing must be in compliance with all applicable Medicaid requirements, including those relating to documentation. School District’s failure to maintain the required documentation could result in a recoupment of Medicaid payments.

- **School District is responsible for the accuracy of the data it enters into OK EDPlan™, hereafter referred to as “PCG System” and data that it otherwise sends to PCG for Medicaid billing purposes.**
- **School District is responsible for ensuring that claims are not submitted for direct service delivery that was not provided. For example, School District must ensure that claims for direct service delivery are not submitted on dates when student attendance data does not show student as “present” in school.**
- **School District is responsible for maintaining all documentation necessary to support the payment of Medicaid claims.**
- **In the event of a state or federal Medicaid audit, School District is responsible for producing the required documentation, including documentation that may not be referenced in this Compliance Checklist.**
- **School District is responsible for controlling School District user access to the PCG System, including managing passwords and activating and inactivating user access.**

PCG will perform a review of participating School District information based on the data provided by the School District before using that data to bill Medicaid on behalf of School District. The purpose of such “pre-billing checks” is to help School District avoid the submission of claims to Medicaid that do not satisfy Medicaid requirements.

The following Compliance Checklist covers many standard Medicaid documentation requirements for school-based Medicaid direct services billing programs. This is not a comprehensive list of every requirement of the program for which School District will be responsible to provide supporting documentation. **It remains the responsibility of School District to ensure that it is not providing inaccurate documentation to PCG, or otherwise providing information that would lead to the submission of inaccurate claims.**

Please contact PCG if you have any questions about the foregoing outline, or any of the items below.

Services

The SBHS program covers the following services. PCG will provide Medicaid billing services, and pre-billing checks, for each of the following school-based services submitted by School District.

Audiology
Assistive Technology
Child Health Screening
Hearing Screening and Services
Immunizations
Nursing (LPN and RN)
Occupational Therapy

Personal Care
Physical Therapy
Psychological Evaluation and Testing
Psychotherapy Services
Speech Language Therapy Services
Therapeutic Behavioral Services
Vision Screening and Services

Pre-Billing Checks

The services selected above will be subject to the following pre-billing checks. These checks do not relieve the School District of its responsibility to provide and maintain accurate documentation and information.

1. Medicaid ID

REQUIREMENT: Every student for whom a service is provided must have a valid Medicaid ID.

School District is responsible to provide correct student demographic data necessary to determine if the student has a Medicaid ID.

PCG will check Medicaid ID, based on School District data.

Before billing Medicaid, PCG will check Medicaid enrollment data obtained from the State Medicaid agency to confirm that the student has a valid Medicaid ID. If student does not have a valid Medicaid ID, the service will not be billed.

How should PCG expect to receive this information from School District?

Enrollment information will be obtained from the PCG System. The data that generates said information comes from School District.

2. Service Date Span

REQUIREMENT: Each service submitted to Medicaid must be within the time period that the student is covered by Medicaid.

PCG will check Medicaid Service Dates, based on School District data.

Before billing Medicaid, PCG will check Medicaid enrollment data to confirm that the service delivery dates are within the Medicaid date spans obtained from the State Medicaid agency. If the service date is not within the Medicaid date spans, the service will not be billed.

How should PCG expect to receive this information from School District?

Service information will be obtained from the PCG System generated by the data entered by School District.

3. Age

REQUIREMENT: Each service submitted to Medicaid must be age-appropriate.

School District is responsible to provide correct student demographic data necessary to determine if the student is the required age.

PCG will check student Age, based on School District data

Before billing Medicaid, PCG will check that the student is the required age on the date of service, based on Medicaid rules for the type of service submitted. For example, a student must be 3 years and older to receive a school-aged service. If the student is not of the appropriate age, then the service will not be billed.

How should PCG expect to receive this information from School District?

Demographic info will be obtained from the PCG System. The data that generates said information comes from School District.

Age Range: Between 3 years and less than 21 years as of the date of the school-based service.

4. Diagnosis Code

REQUIREMENT: Each service submitted to Medicaid must include a diagnosis code.

School District is responsible for verifying that the appropriate diagnosis code is selected and documented in the PCG system.

PCG will check that School District provided a diagnosis code, based on School District data.

Before billing Medicaid, PCG will check that School District has provided a diagnosis code pursuant to OHCA Policies and Rules 317:30-5-4. If a diagnosis code is not provided by School District, the service will not be billed.

Please select the method by which diagnosis codes are provided to PCG:

Provider-selected diagnosis code will be documented in the service log in the PCG System by School District. PCG will extract the diagnosis codes prior to each billing cycle.

School District is responsible for verifying that the appropriate diagnosis code is selected and on file.

5. Individualized Education Program (IEP) Dates

REQUIREMENT: Each service submitted by School District to PCG that requires an IEP for Medicaid billing must be supported by an IEP effective on the date of service documented by School District. It is

School District's responsibility to make sure that the IEP includes the student's name; description of medical condition; achievable, measurable, time-related goals and objectives that are related to the functioning of the student; the type of services the student will need, and the frequency and estimated length of treatments; and the duration of treatment. Note - PCG will not check or confirm that the IEP includes these items; School District must check and confirm that the applicable IEP has all necessary information for any service that School District submitted pursuant to that IEP. The recommendation for the services identified in the IEP, and the recommendation for the appropriate scope, frequency and duration of the service, must be made by a licensed practitioner of the healing arts operating within their scope of practice.

PCG will check that service delivery dates are within the IEP date span, based on School District data.

Before billing Medicaid, PCG will check that the service delivery dates are within the IEP date span in the PCG System. *It is the responsibility of School District to ensure that the related service is prescribed in the IEP for the appropriate duration to support billing.* If the service date is not within the IEP date span, the service will not be billed.

How should PCG expect to receive this information from School District?

IEP dates will be obtained from the PCG System. The data that generates said information comes from School District.

6. Referral/Order/Physician Authorization

REQUIREMENT: Physical Therapy services must be ordered in writing by a physician (M.D. or D.O.) to be covered by Medicaid; the prescription must be updated annually and maintained in the student's health record.

School District is responsible for ensuring that services with referral/order/physician authorization, and those with dates of service within the effective date of the physician's order, authorization, or referral, are documented in the PCG System.

Before billing a therapy service for Physical Therapy services, PCG will check the date of the physician's order, referral, or authorization, based on School District data.

Before billing Medicaid for a specified therapy service, PCG will check that the date of service is within the effective date of the physician's order, authorization, or referral provided by School District. If the service date is not within the effective dates of the order, authorization, or referral, the service will not be billed.

How should PCG expect to receive this information from the School District?

School District will enter these dates into the PCG System. PCG will extract these dates prior to each billing cycle.

7. Supervisor Sign-Off

REQUIREMENT: Certain specified services may be provided under the direction of or under the supervision of another clinician. For the supervising clinician, "under the direction of" means that the clinician is supervising the individual's care which, at a minimum, includes seeing the individual initially, prescribing the type of care to be provided, reviewing the need for continued services throughout treatment,

assuring professional responsibility for services provided, and ensuring that all services are medically necessary. "Under the direction of" requires face-to-face contact by the clinician at least at the beginning of treatment and periodically thereafter.

School District is responsible for ensuring that providers who meet the Medicaid qualifications have access to document services in the PCG System and that services delivered by providers requiring Supervisor Sign-Off are approved.

PCG will conduct Supervisor Sign-Off checks prior to billing for Nursing, Occupational Therapy, Physical Therapy, Speech Therapy, Therapeutic Behavioral Health, Hearing and Vision services.

For staff members who require documentation review, the supervising provider will use the service log approval wizard in the PCG System to approve appropriately supervised services. Before billing for these services, PCG will check to see if the services by providers without full licensure were approved in this way by School District. If the services are not approved in this way by School District, the services will not be billed.

How should PCG expect to receive this information from School District?

Service provider (clinicians, assistants, and aides) access and usage in the PCG System is managed by School District. The set-up requires School District to maintain and enter any supervisor signoff requirements.

Supervisor signoff information will be obtained from the PCG System. The data that generates said information comes from School District.

8. Provider Qualifications

REQUIREMENT: All School District service providers (clinicians, assistants, and aides) participating in the Medicaid school-based billing program must meet Medicaid and State license/certification requirements, as specified in State Medicaid billing rules. (Select one policy below.)

School District is responsible for ensuring that providers who meet the Medicaid and State license/certification requirements have access to document services in the PCG System. It is the responsibility of School District to obtain and maintain licensure/certification information.

PCG will conduct a pre-billing check that the date of service was a date on which provider was qualified, based on School District data.

Before billing Medicaid for a documented therapy service, PCG will check that the date of service was within the period that the provider was met Medicaid and State license/certification requirements, based on School District data in the PCG System. If the service date is not within the qualification dates, the service will not be billed.

How should PCG expect to receive this information from the School District?

Service provider (clinicians, assistants, and aides) access and usage in the PCG System is managed by School District. The set-up requires School District to enter licensure/certification information for Health-related staff and update it at minimum annually thereafter.

Licensure/certification information will be obtained from the PCG System. The data that generates said information comes from School District.

9. Parental Consent to Access Public Benefits or Insurance

REQUIREMENT: Under 34 CFR §300.154(d)(2)(iv), a public agency must obtain a one-time written parental consent before accessing a child's or parent's public benefits or insurance for the first time. Paragraph (A) of § 300.154(d)(2)(iv) describes the specific elements of the written parental consent that a public agency must obtain under FERPA and IDEA before it may release for billing purposes a child's personally identifiable information to a public benefits or insurance program (e.g., Medicaid). Paragraph (B) of § 300.154(d)(2)(iv) requires that the onetime consent must specify that the parent understands and agrees that the public agency may access the child's or parent's public benefits or insurance to pay for services. A public agency must also provide initial and annual written notification as described in 34 CFR §300.154(d)(2)(v) to ensure that parents are fully informed of their rights before a public agency can access their or their child's public benefits or insurance to pay for services under the IDEA.

Under all circumstances, School District is responsible for maintaining copies of parental consents to access public benefits as well as written notifications and, if applicable, revocations of such consents.

PCG will conduct a pre-billing check for parental consent to access public benefits, based on School District data

If the student has a consent date before the service date, and there is no revocation of consent documented thereafter, then the services will pass the check and be eligible for billing. If the service date does not follow an effective parental consent date, the service will not be billed.

How should PCG expect to receive this information from School District?

School District will enter the date of parent consent into PCG System.

10. Non-School Days (Weekends, Holidays, etc.)

REQUIREMENT: Claims may not be submitted for services on days when school is not in session, including but not limited to holidays, professional development days, weather-related closures, and weekends.

PCG will check Non-School Days before billing, based on School District data.

Before billing Medicaid, PCG will check that the date of service does not fall on a Non-School Day as defined in School District's PCG System calendar. If the service date falls on a Non-School Day, the service will not be billed.

PCG will check Weekends before billing, based on School District data.

Before billing Medicaid, PCG will check that the date of service does not fall on a weekend as defined in School District's PCG System calendar. If the service date falls on a weekend, the service will not be billed.

How should PCG expect to receive this information from School District?

Calendar info will be obtained from the PCG System. The data that generates said information comes from School District.

11. Private Insurance

REQUIREMENT: Every service covered by private insurance must be removed from the claim.

PCG will check private insurance data through the Medicaid ID check referenced above.

Before billing Medicaid, PCG will check Medicaid enrollment data to determine if the student has private insurance. If student has private insurance, the service will not be billed.

How should PCG expect to receive this information from School District?

Enrollment information will be obtained from the PCG System. The data that generates said information comes from School District.

12. Prior Authorization

REQUIREMENT: Personal Care services must be prior authorized by the Medicaid agency or an agent of the Medicaid agency to be covered by Medicaid; the prior authorization must be updated annually and maintained in the student's health record.

Before billing for Personal Care services, PCG will check the date of the prior authorization, based on School District data.

Before billing Medicaid for a specified therapy service, PCG will check that the date of service is within the effective date of the prior authorization provided by School District. If the service date is not within the effective dates of the order, authorization, or referral, the service will not be billed.

How should PCG expect to receive this information from the School District?

School District will enter these dates into the PCG System. PCG will extract these dates prior to each billing cycle.



**Minutes of the Lawton Public Schools Board of
Education Regular Meeting
Held on Monday, July 11, 2022**

The Board of Education of Independent School District I-8, Comanche County, Oklahoma, met on Monday, July 11, 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: Present
Col. James Peay: Absent

Special Guests/Special Recognitions - Kevin Hime and Mary Bradley

There were no special guests.

Report of the Superintendent

Superintendent's Announcement(s) - Mr. Hime announced four LPS swimmers have qualified for the Junior Olympics to be held July 28 - August 1 in Greensboro, NC. They are Addison Luper of MMS, Rohan Mariano of MHS, Addison Sawyer of EHS and Dalton Sawyer of EHS.

Mr. Hime also reported that Ervin and Bridget Randle from Classic Lawton Chevrolet have partnered with the Lawton Public School Foundation to provide a 2022 Chevy Silverado that will be the prize of a fundraising raffle to benefit Lawton Public Schools.

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.)

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

1. Approve Purchase Orders

General Fund (11) PO #'s 110-594

Building Fund (21) PO #'s 22-27

Bond Fund (33) PO #'s 20-24

2. Change Order Listing

3. Payroll Encumbrance Purchase Order Numbers 50000-52055

b. Report of the Activity Fund Custodian - LaQuinta Chambers

1. Activity Fund Summary of Accounts

c. Approval of the Minutes of the June 23, 2022 Regular Board Meeting

d. Recommended change to the previous board-appointed position for FY 2022-2023.

e. Item(s) Removed from the Consent Agenda for Separate Action

f. Approval of the Balance of the Consent Agenda

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

Carla Clodfelter: Yes

Mark Scott: Yes

Mary Bradley: Yes

Patty Neuwirth: Yes

Zeldon Rice: Yes

g. Approval of Item that was Previously Pulled for Separate Action – No items were pulled.

7. Proposed Executive Session to Discuss:

There was no executive session.

Superintendent's Personnel Report / Items Discussed in Executive Session

Motion Passed: Motion to approve the Superintendent's Personnel Report, Exhibits A & B passed with a motion by Carla Clodfelter and a second by Patty Neuwirth.

Carla Clodfelter: Yes

Mark Scott: Yes

Mary Bradley: Yes

Patty Neuwirth: Yes

Zeldon Rice: Yes

New Business - There was no new business.

The next regular board meeting date is Thursday, July 28, 2022 at 5:15 p.m., in the Shoemaker Center Auditorium.

Setting New Board Meeting Dates - No new dates were set.

Board Announcements - There were no announcements

Adjournment - The meeting adjourned at 5:18 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, July 11, 2022.

School Seal:

Carla Dewberry, Clerk of the Board

Schyla Brown, Minutes Clerk

Mary Bradley, President

HUMAN RESOURCES		
Personnel Report - Exhibit A		
July 28, 2022		
*Denotes Retirement; **Denotes never worked		
The following RESIGNATIONS have been received:		
<u>CERTIFIED</u>		
NAME	ASSIGNMENT	END DATE
Baker, Vickie	Counselor	5/27/2022
Ball, Christine**	Teacher	7/25/2022
Barrell, Thomas	Teacher	7/18/2022
Barry, Meagan **	Teacher	7/18/2022
Claborn, Jaime	Teacher	7/25/2022
Curry, Brenda	Teacher	5/20/2022
Curtis, Cynthia	Library Media Specialist	7/25/2022
Easterly, Candace	Teacher	5/20/2021
Morey, Dianna L.	Xtended Day Director	5/19/2022
Morgan, Victor**	Teacher	7/25/2022
Ramirez de Arellano, Luis	Teacher	5/20/2022
Roberts, Kelsey	Principal	5/18/2022
*Sharkey, Chris	Executive Director	7/29/2022
Accept the following RESIGNATION and agreement:		
Diehl, Paula	Director	06/30/2022
<u>SUPPORT</u>		
NAME	ASSIGNMENT	END DATE
Chacon, Reecca	Personal Care Assistant	5/19/2022
Cooper, Rachelle	Secretary	7/31/2022
Dahl-Norman, Leigha	Personal Care Assistant	5/20/2022
Epps, Maurice	Bus Driver	7/21/2022
Jones, Cynthia	Personal Care Assistant	7/31/2022
Kent, Sheila	Personal Care Assistant	05/19/2022
Litten, Carleen	Personal Care Assistant	05/20/2022
Locklear, Jerri	Bus Driver	7/31/2022
Malave, Juan G.	Job Coach	05/20/2022
McQuaide, Nancy	Accounts Payable Coordinator	10/31/2022
Mendieta, Tscina	Bus Monitor	5/20/2022
Miller, Stephanie	Secretary	7/19/2022

HUMAN RESOURCES				
Personnel Report - Exhibit A - Retire/Rehire				
July 28, 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.

NAME	ASSIGNMENT	START DATE		
Coral, Susan	Psychologist	8/4/2022		
Dennington, Nora	Psychologist	8/4/2022		
McClelland, Carol	Psychologist	8/4/2022		
Bailey, Debbie	Counselor	8/4/2022		

HUMAN RESOURCES		
Personnel Report - Exhibit B		
July 28, 2022		
The following EMPLOYMENTS are recommended for temporary contracts during the 2022-2023 school year:		
<u>CERTIFIED</u>		
NAME	ASSIGNMENT	START DATE
Apple, Vicki	First Class Coach	8/4/2022
Bagwell, Donna	First Class Coach	8/4/2022
Bass, Kelly	Teacher	8/4/2022
Buhlig, Geoffrey	Teacher	8/4/2022
Davis-Roberts, Lesley	Teacher	8/4/2022
Dettner, Julia	SLP	8/4/2022
Douthwaite, Amy	Teacher	8/4/2022
Edwards, Claudia	First Class Coach	8/4/2022
Gonzales, Genesis	Teacher	8/4/2022
Hagedorn, Natasha	Teacher	8/4/2022
Hatch, Laura	First Class Coach	8/4/2022
Henderson, Trugina	Counselor	7/25/2022
Hosch, Jenna	Teacher	8/4/2022
Lee, Sarah	Teacher	8/4/2022
Lewis, Breshya	Teacher	8/4/2022
Magofna, Tamara	Teacher	8/4/2022
Means, Kenton	Multimedia Asslstant/Teacher	8/8/2022
Myers, Linda	First Class Coach	8/4/2022
Neil, Walter	Teacher	8/4/2022
Scammahorn, Cheryl	First Class Coach	8/4/2022
Seaman, Amber	Teacher	8/4/2022
Smith, Sarah	Teacher	8/4/2022
Stayton, Edward	Teacher	8/4/2022
Young, Cynthia	Teacher	8/4/2022
Zomano, Sophia	Teacher	8/4/2022
The following EXTRA DUTIES are recommended for 2022-2023 school year:		
Booth, Ronald	Girls Gold Coach	
Dunn, Phoebe	Girls Golf Coach	
Gonzales, Genesis	Head Volleyball Coach	
Mayfield, Amber	Cross Country Coach	
Neil, Walter	Assistant Football Coach	

Paoli, Jacquvis	Wrestling Assistant Coach	
Salgado, Shannon	Cheer Sponsor	
Urbanski, Ashley	Highlanderette Coach	
Wilke, Amber	Assistant Cheer Coach	

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

<u>SUPPORT</u>		
NAME	ASSIGNMENT	START DATE
Binder, Kinyn	Cutodian	7/14/2022
Brierton, Dezarae	Cook	8/5/2022
Campos, Marbel	Custodian	7/19/2022
Davis, Chloe	Personal Care Assistant	8/9/2022
Driver, Tiffani	Personal Care Assistant	8/9/2022
Dunsworth, David	Personal Care Assistant	8/9/2022
Edgar, Carla	Cook	8/5/2022
Evans, Charity	Personal Care Assistant	8/9/2022
Gonzalez, Glenda	Cook	8/5/2022
Harper, Laura	Library Assistant	8/5/2022
Johnson, Deandre	Custodian	8/1/2022
Knapp, Kimberly	Library Assistant	8/5/2022
McDowell, Tiesha	Cook	8/5/2022
Peercy, Autumn	Library Assistant	8/5/2022
Scholl, Theresa	Personal Care Assistant	8/9/2022
Seymour, Georgia	Personal Care Assistant	8/9/2022
Sivirian, Marcza	Custodian	7/25/2022
Slaughter, Winford	Custodian	8/3/2022
Smith, Aneshae	Library Assistant	8/5/2022
Sung, Kim	Cook	8/5/2022
Tanjuakio, Crispin	Cook	8/5/2022
Watson, Natalia	Cook	8/5/2022