



Lawton, Oklahoma 73507

**Lawton Public Schools Board of Education
Regular Meeting
January 16, 2020 5:00 PM
Shoemaker Center Auditorium
753 NW Fort Sill Blvd**

AGENDA

The Board reserves the right to consider, take up and take action on any agenda item in any order, except as to items 1-4. 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 - Dr. Tom Thomas
3. Roll Call to Establish Quorum
4. Special Guests/Special Recognition - Dr. Tom Thomas and Carla Clodfelter
 - a. LEED Silver Certification for Freedom Elementary -- Boynton Williams & Associates
 - b. School Board Recognition Month - Thank you to our LPS School Board Members
5. Architect and Construction Manager at Risk Update
6. Departmental Reports
 - a. Information Item: Update - Business Operations and Educational Services Reports
 - b. Information Item: Oklahoma Works for ALL pilot project - Chris Sharkey and Claudia Beckner
 - c. Action Item: Proposed pay increase of \$1220.00 to the extra duty line for JROTC instructors (retroactive to July 1, 2019). - Lance Gibbs
 - d. Action Item: Approval of the FY20 District Budget and Fiscal Information - Lance Gibbs (Under Separate Cover)
 - e. Action Item: Proposed revisions to the following policies - Jean Hastings
 - Policy CHC - Bids and Quotations
 - Policy CHC-R - Bids and Quotations (Regulations)
 - Policy CHCA - Competitive Bidding for Non-Regulated Purchases
 - Policy FMFD - Interscholastic Athletics
7. Report of the Superintendent

- a. Consider and take action with respect to approving a professional service agreement with BOK Financial Securities, Inc., as financial advisor relative to the sale of the district's 2020A General Obligation Bonds.
 - b. Consider and take action with respect to a resolution fixing the amount of combined purpose general obligation bonds, series 2020A (the "bonds") to mature each year; fixing the time and place the bonds are to be sold; designating a registrar/paying agent for the bonds; approving the preliminary official statement and distribution thereof; authorizing the clerk to give notice of said sale as required by law and approving other matters related to the issuance of said bonds.
 - c. Consideration and action to approve newly elected Board Member of Area 5, Zeldon Rice, to attend the National School Boards Association Annual Conference & Exposition, April 4-6, 2020 in Chicago, IL prior to being sworn in.
 - d. Superintendent's Announcement(s)
8. 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. Item(s) Removed from the Consent Agenda for Separate Action
 - b. Approval of the Balance of the Consent Agenda
 - c. Approval of the Minutes of the following board meetings:
 - November 21, 2019
 - December 5, 2019 (Special)
 - December 9, 2019
 - d. Report of the Purchasing Agent/Encumbrance Clerk - Sheila Relf
 - 1. Increase, Decrease and Issue Purchase Orders
 - 2. Gasoline Tabulation
 - 3. Encumbrances/Partial Payments
 - e. Report of the Interim Comptroller - Lance Gibbs
 - 1. Treasurer's Report for the Months of July - November 2019
 - 2. Monthly Authorization to Invest
 - f. Report of the Activity Fund Custodian - Nancy McQuaide
 - 1. Activity Fund Transfers, Expenditures, Establishments and Amendments
 - 2. Out of State Travel
 - A. MacArthur High School Vocal Music to New York City, (previously board approved September 19, 2019), requesting a date change from March 21-25 to March 23-27, 2020.
 - 3. Activity Fund Summary of Accounts
 - g. Report of the Clerk - Kathy Bentley

1. Applications for Sanctioning of Parent Organizations and Booster Clubs
2. Construction Related Contracts/Agreements
 - A. Certificate of Substantial Completion - Whittier Elementary Safe Room
 - B. Architects in Partnership LLC, Multiple Reroofs:
 - MHS Gym Foyer and Locker Rooms
 - Pat Henry Elementary
 - Woodland Hills Elementary 2005 Addition
 - Food Service Warehouse
 - C. Architects in Partnership - Ron Stephens Stadium Wall Repair
 - D. Burgess Engineering and Testing - Ron Stephens Stadium Wall Repair
 - E. Landmark Engineering - Ron Stephens Stadium Wall Repair (Topographic and Boundary Survey)
 - F. Architects in Partnership - TMS Gym HVAC Renovation
 - G. Architects in Partnership - LHS Gym and Auditorium HVAC Renovation
 - H. Architects in Partnership - LHS Vestibule Design
 - I. Crossland Construction Company, EMS project, Change Order #8
 - J. RCJ Construction, Inc, MHS Auditorium and Admin HVAC Renovation, Change Order #2
3. Contracts / Agreements
 - A. MAX Teaching consultant services, MHS, April 24 and May 8, 2020
 - B. Oklahoma Works for All, Commitment Letter, pilot initiative for Special Services Department
 - C. Oklahoma State School Boards Association, review of current LPS policy manual
 - D. Renaissance Learning, Inc., Renaissance Star 360 for LHS, January-June 2020
 - E. State of Oklahoma Federal Surplus Property Program, eligibility of acquire surplus equipment
 - F. Social and Emotional Learning (SEL) Launchpad, training for LHS staff, students, parents
 - G. Unite Private Networks, LLC:
 - Brockland Elementary - reconnect internet wiring
 - EMS - disconnect internet wiring from old school and connect new school
9. Proposed Executive Session to Discuss [Authorized by 25 OKLA.STAT. Section 307 (B)(1) and (7) of the Oklahoma Open Meeting Act]:
 - a. The employing, promoting, or receiving resignation(s) of individual certified and support salaried personnel as listed on the Certified and Support Personnel Reports (posted with the Agenda).
 - b. Discussion of the employment of Trae Koch and possible resignation agreement.
10. Vote to Convene in Executive Session
11. Vote to Acknowledge Return to Open Session
12. Statement of Executive Session Minutes
13. Superintendent's Personnel Report / Items Discussed in Executive Session
 - a. Approval of Certified and Support Personnel Reports
 - b. Approval of a resignation agreement with Trae Koch.

14. 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)
15. The next regular board meeting date is Monday, February 3, 2020, at 5:00 p.m., in the Shoemaker Center Auditorium.
16. Setting New Board Meeting Dates
17. Board Announcements
18. Adjournment

Time of Posting: 3:30 p.m.

Date of Posting: May 14, 2021

Place of Posting: Foyer of Shoemaker Center, 753 NW Fort Sill Blvd.

Posted by: _____
Kevin Hime, Superintendent

BUSINESS OPERATIONS

Board Meeting Update

January 16, 2020

Paula Diehl – Payroll

- Completing/Submitting Calendar Year 2019 Oklahoma Teacher's Retirement report due 1.31.20.
- Completing/Submitting 2019 4th quarter reports – IRS 941, State, State Unemployment due 1.31.20.
- Reconciling/Preparing all 2019 W2's no later than 1.31.20.
- Implementing new 2020 tax schedules effective for 2.1.20 payroll.

Jean Hastings – Personnel

- Inputting job specific questions for positions in the new Support Electronic Evaluation Systems
- Updating recruitment brochure for Spring hiring
- Working through mid-year staff changes (retirements, relocations, and hires)

Child Nutrition

- No Report

AJ Watson - Information Technology

- Worked and updated issues.

Dave McDermott – Media Operations

- Oklahoma Universal Service Fund (OUSF) has approved their state funding for OneNet (eRate Category I – Internet) for FY 19-20
- Conducting instructional supply bi-annual inventory
- Interviewing for “as needed” Distribution Driver to cover while current employee is out

Donald McCaig – Facilities Operations/Maintenance

- Replaced HVAC units in the library at MacArthur High School over Christmas break.
- Roof repair completed at Woodland Hills Elementary school.
- Whittier saferooms sidewalks being poured by Lupi Construction at this time. Maintenance moved library from school to saferoom, other furniture and equipment being moved.
- LHS office addition almost complete, walls constructed, LED lights installed, installing doors.

Trae Koch – Transportation

- Route updates and bus stop evaluations continuing
- Evacuation drills and safety training completions

EDUCATIONAL SERVICES
Board Meeting Update
January 16, 2020

Brenda Hatch – Elementary Ed. / Professional Development

- Attended the OSDE’s “First Class” new teacher training program in Shawnee.
- Conducted Residency Teacher and Mentor Training
- Updating our district protocol for accepting student teachers from on-line universities

Karen Cooksey – Elementary Education

- Monthly Elementary Principal Professional Development
- Met with Elem Counselors for end of semester meeting and Youth Care of Oklahoma support training

Donna Catlin – Elementary Ed. / Early Childhood

- Monthly Elementary Principal Professional Development
- Met with Elem Counselors for end of semester meeting and Youth Care of Oklahoma support training

Rick Owens – Secondary Education

- Working on various policy updates
- Preparing for various State Reports
- Assisting parents and Principals

Carol McPhail – Middle Schools

- Conducted Secondary Principals’ Monthly Meeting
- Reviewed Mid-Year Principals’ Evaluations
- Served on Calendar Committee and on Athletic Eligibility Committee

Mark Mattingly – Student Services

- Expand career readiness opportunities for LPS students
- Utilize technology to consolidate and maximize efficiency and services
- Communicate districtwide to improve attendance procedures

Chris Sharkey – Special Services

- Special Services sent thirteen teachers/principals/assistant directors to the Wrights Law seminar in Oklahoma City on 12.11.19. The seminar focused on special education law.
- Special Services will be sending fourteen individuals to the Bridges to Hope conference in Oklahoma City on 2.17.20. The guest speaker will be Dr. Bruce Perry and he will be discussing Child Trauma.

Teresa Jackson – High Schools

- Site Visits to Build Relationships/Provide Support
- New Secondary Leadership Academy 1.29.20 at Shoemaker Center
- High School Principal’s Meeting 1.7.20

Gary Dees – Athletics

- Working with architect for the turf resurfacing project
- Working on policy changes to interscholastic Athletics.
- Winter sports

Diana Landoll – Grants

- Conducting a physical inventory of the middle school grant to update digital records
- Requisitioning and receiving new literature resources requested by middle and high schools
- Working on DoDEA approval for budget revisions for middle and high school grants

Dr. Regina DeLoach – Secondary Curriculum

- Planning, creating, advertising & distributing the city-wide Black History Month calendars for January and February as well as planning the LPS MLK program
- Mentoring and coaching 27 secondary teachers in classroom management and effective classroom instruction
- Creating effective communication and problem-solving techniques for LPS Military Child issues

Reagan Hall-Ousley – Secondary Curriculum

- Supported teachers implementing new textbooks
- Accessed Advanced Placement (AP) curriculum/shared this information
- Began creating high school math curriculum maps

Sharon Havron – Elementary Curriculum

- Information about elementary Interim 2 in reading and math has been shared with all principals so they can give results to grade level teams. The results will assist teachers in planning and guiding instruction for this next quarter
- Pacing Guides for reading and math in 3rd-5th are complete
- Continued support for accessing and using online textbook resources, STAR, and Reading Plus

Teresa Donahue – Federal Programs

- Federal Programs – Consolidated Application approved – Processing claims
- English Learner Program – WIDA ACCESS testing window opens January 13 and closes March 27 for K-12 English Learner students
- Title I Foster Care & McKinney-Vento Homeless LPS programs – Identified and provided services to 148 Foster Care and 561 McKinney-Vento/Homeless LPS students since 8.9.19

Joan Gabelmann – Assessment and Accountability

- Out for medical purposes

David Hornbeck – Police Department

- Scheduled K-9 Academy for week of 01.13.20 thru 01.17.20
- Planning for Lawton F.I.R.S.T. continuation

January 16, 2020

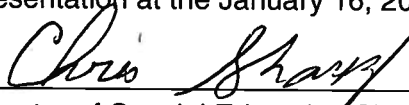
Dear Members of the Lawton Public Schools Board of Education,

Lawton Public Schools has been asked to participate in a pilot program, called Oklahoma Works for ALL, with the Oklahoma State Department of Education and various agencies. It is focused on increasing employment opportunities for individuals with intellectual disabilities. Lawton and Chickasha Public Schools were selected as the urban and rural schools to participate in the pilot. The Oklahoma State Department of Education has identified approximately 130 potential students with intellectual disabilities, along with their families and teachers, from our district who would benefit from participation in the pilot project and study.

We were first contacted by Lori Chesnut, OSDE Special Education Services, and Ed Long from Cross Sector Innovations to participate in a phone conference about the pilot project in April of 2018. We also met with pilot project partners from the various agencies on June 13, 2018. During the phone conference and initial meeting, we learned about the two major components of this project: *1) working with youth ages 14-24 on training, work experience, and customized employment opportunities; and 2) working with families and caregivers of our younger students with intellectual disabilities in the public schools to ensure both students and their families are well-supported to achieve their vision for a good life.*

Since these initial contacts we meet periodically with the pilot project partners, including Lori Chesnut, OSDE Special Education Services, Ed Long, Cross Sector Innovations, Wanda Felty, OU Health Sciences Center, Center for Learning & Leadership, Heather Pike, Oklahoma Family Network, and other representatives from the Department of Rehabilitation Services and the South Central Oklahoma Workforce Board.

The main focus of the project for our district will be providing LifeCourse Tools training to special education teachers of students with intellectual disabilities, their students and families. Baseline and follow up data will be collected throughout this pilot project, mainly through surveys, with minimal impact on school staff and untold benefit to teachers, students and families. The pilot project is working closely with OU to establish an Institutional Review Board and agency/interagency agreements between the service providers. The pilot will not officially begin until the IRB and agency agreements are created and finalized. At that time, more information will be presented at a BOE meeting if an actionable agenda item is needed. Please review the enclosed information about Oklahoma Works for ALL, in advance of a short informational presentation at the January 16, 2020 BOE meeting. Thank you for your time!


Director of Special Education Signature


Asst. Director of Special Education Signature

Oklahoma Works for ALL

Who We are

Oklahoma Works for ALL (OWFA) is a cross-sector, person-centered initiative aimed at improving employment and financial outcomes for Oklahomans with an intellectual disability and their caregivers.



What we do

OWFA has two components: 1) working with families, caregivers and public schools using the Life Course model to ensure IEPs for students with an intellectual disability support their vision for a good life; and, 2) working with employers and community partners to provide youth ages 14-24 with access to training, work experience and customized employment opportunities.

Customized employment targets the unique strengths and conditions of individuals and businesses in a community to develop a stronger relationship that meets the needs of both employee and employer. Research shows this model results in employer satisfaction and improved employment outcomes for individuals with an intellectual disability.

OWFA is partnering with students, jobseekers, families, employers, service providers and advocates to design innovative solutions based on a shared commitment to the customized employment model.

A pilot program will be implemented in the fall of 2019 **in Oklahoma's South Central Workforce Area**, which includes Caddo, Comanche, Cotton, Grady, Jefferson, McClain, Stephens and Tillman Counties.

A shared vision for
youth with an
intellectual disability



Collaborative
planning and
shared resources



Jobs for ALL
Oklahomans

ABLE Tech
Career Tech
Cross Sector Innovations
Dept. of Human Services
Dept. of Mental Health & Substance Abuse Services
Department of Rehabilitation Services
Developmental Disabilities Council
Office of Juvenile Affairs
Office of Workforce Development
Oklahoma Family Network
OUHSC Center for Leadership & Learning
South Central OK Workforce Innovation Board
State Department of Education



Oklahoma Works for ALL

Oklahoma Works for ALL (OWFA) is a cross-sector, human-centered pilot initiative with two components: 1) working with youth ages 14-24 with an intellectual disability (IQ of 70 or below) on training, work experience and customized employment opportunities; and, 2) working with the families, caregivers and public schools using the Life Course model to ensure Individualized Education Plans (IEPs) for students with intellectual disabilities support their vision for a good life.

The goal is to improve employment and financial outcomes for Oklahomans with an intellectual disability and their caregivers who may otherwise have to leave the workforce and stay home to care for them.

Current System

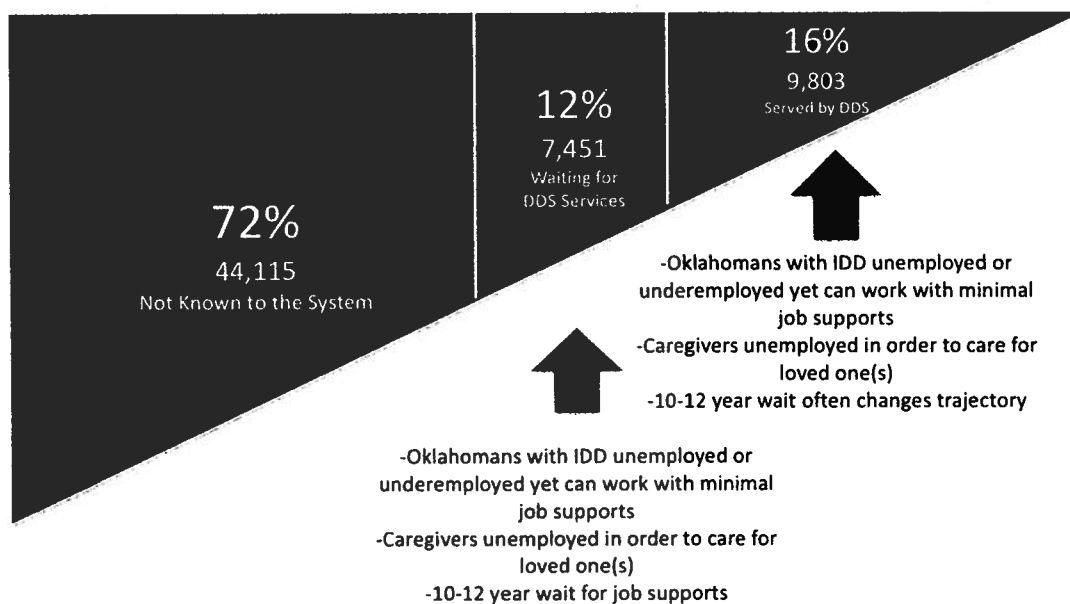
When a child with an intellectual disability receives a diagnosis, families may be overwhelmed with questions, fears and concerns. The current system often begins with directing families to apply for state-funded services. They apply for assistance through the Oklahoma Department of Human Services (OKDHS) Developmental Disabilities Services (DDS) division which includes access to medical care through a Medicaid waiver, as well as some employment supports so they are able to secure and be successful in meaningful employment.

However, the current wait for DHS-DDS waiver services is greater than 10 years, over which time the families often experience a loss of hope and vision of what is possible for their child. After a lengthy wait for services, individuals with an intellectual disability and their families who once believed their desire for employment was possible often choose not to pursue employment supports they once eagerly anticipated.

Further limiting the potential for individuals with an intellectual disability, the current system often focuses on deficits when planning for the future. It tends to be reactive to life changes, and consumed with short-term crisis management. The result is many Oklahomans with an intellectual disability are not adequately supported in their desire and ability to work in competitive, integrated jobs. We are failing to ensure families are supported in a timely manner to ensure individuals maintain their vision for a good life and have the opportunity to achieve it.

While OWFA will initially focus on individuals with an intellectual disability, the goal is to expand to Oklahomans with developmental disabilities. The image below provides a glimpse of the current system. (Source: OU Center for Learning and Leadership, University Center for Excellence in Developmental Disabilities; Oklahoma Family Network)

61,272 individuals estimated to have Developmental Disabilities*

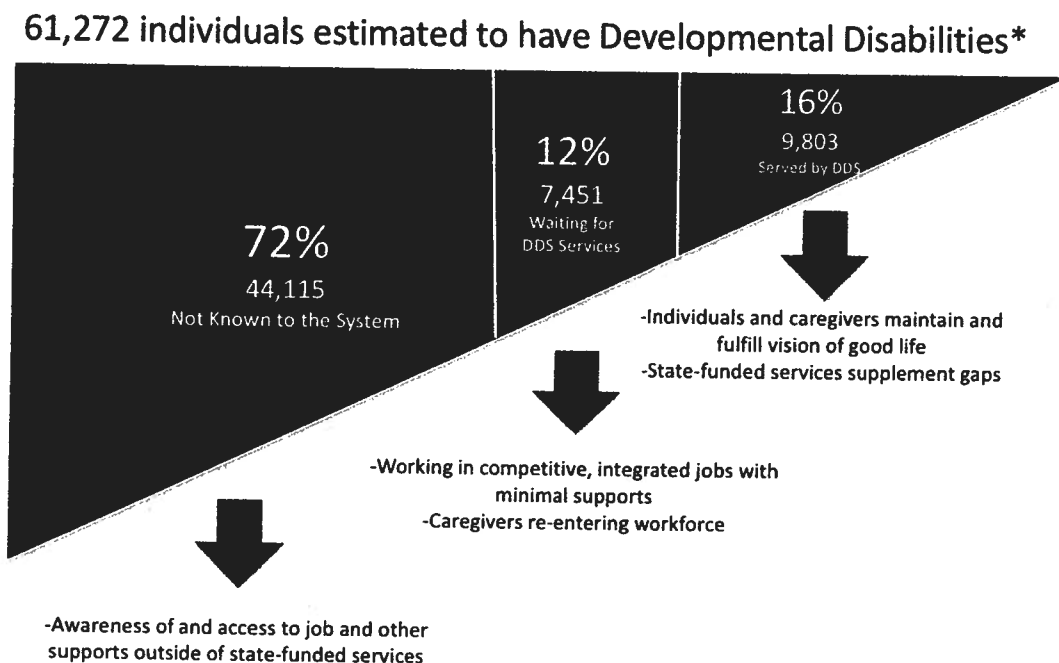


*Based on 1.58% prevalence of 3.878 citizens US Census (2014)

OWFA Model

OWFA seeks to help families see what is possible at an early age, provide supports aligned with the student's IEP to maintain and prepare for that vision and provide employment supports at the appropriate time to ensure success in competitive, integrated employment at the time the individual exits school. This will allow individuals and families to be more economically self-sufficient, and reduce the number of individuals needing public assistance.

OWFA creates a shift in culture. It promotes beginning with supports that are more readily available for families rather than a sole focus on state services which instead should be viewed as filling gaps that cannot otherwise be met. OWFA is focused on individual strengths and abilities, and preparation for life changes and evolving needs. The image below illustrates the shift from the current system. (Source: OU Center for Learning and Leadership, University Center for Excellence in Developmental Disabilities; Oklahoma Family Network)



*Based on 1.58% prevalence of 3.878 citizens US Census (2014)

Pilot Parameters

The time frame for planning, implementation and evaluation of the pilot is March 2018 to May 2023. OWFA will launch in Chickasha and Lawton in the South Central Workforce area. Sites were selected based on assessment by the multi-agency State Advisory Council to ensure adequate partner supports and resources were available.

Participants eligible for the customized employment component will meet the following criteria:

- ❖ Between the ages of 14 and 24 (based on individual applicant needs); and,
- ❖ Have an intellectual disability (IQ of 70 or below); and,
- ❖ Currently on the Oklahoma Department of Human Services (OKDHS) Developmental Disability Services (DDS) waiting list or must apply for the OKDHS-DDS Waiver adding them to the DDS waiting list or be OKDHS-DDS waiver-eligible; and,
- ❖ Reside in Lawton or Chickasha Public School districts; and,
- ❖ Have the desire and ability to be successful in competitive, integrated employment with minimal supports—either short-term or long-term; and,
- ❖ Currently unemployed or underemployed (e.g., few hours, sub-minimum wage, group employment).

Participants eligible for the IEP component will meet the following criteria:

- ❖ Ages 3 years and older enrolled in Chickasha or Lawton public schools; and,
- ❖ Have an intellectual disability (IQ of 70 or below) as a primary or secondary disability category, suspected disability category under Developmental Delay, or concomitant (i.e., associated) disability under Multiple Disabilities (as primary or suspected); and,
- ❖ Have the desire and ability to be successful in competitive integrated employment with minimal and long-term supports; and,
- ❖ Student and Parent/caregiver chooses to participate.

Intervention

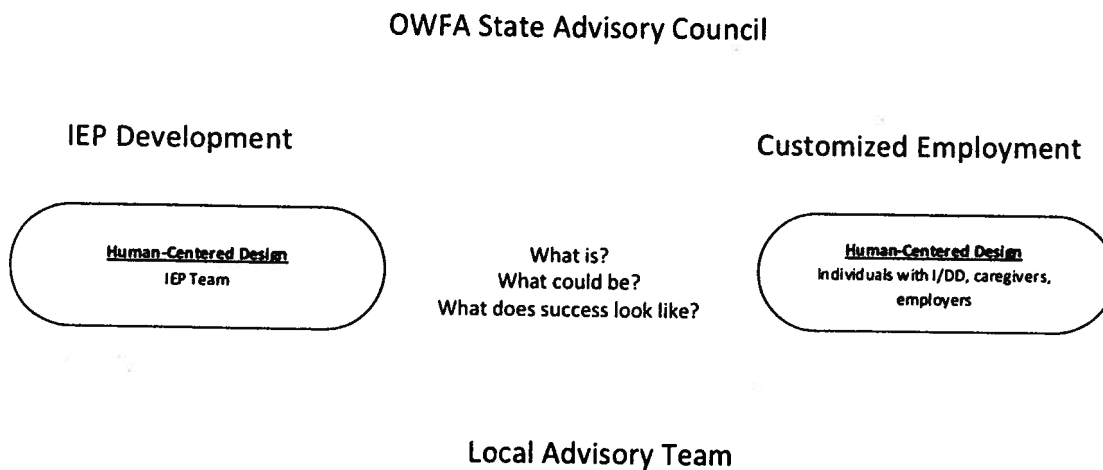
Participants in the customized employment component receive the following:

- ❖ 8th & 9th Grade (at least 14 years of age): Pre-employment services to include Life Course model; or,
- ❖ 10th - 12th Grade: Customized employment services that match jobseekers and employers based on strengths of the jobseeker and needs of the employer and provides needed supports for successful competitive, integrated employment outcomes; and,
- ❖ Interdisciplinary assessment of employment support needs for the jobseeker and joint planning and provision of services to meet those needs.

Participants in the IEP component receive the following intervention:

- ❖ Life Course materials and support for the IEP team led by the Oklahoma Family Network and supported by OWFA partners as needed.

Implementation Structure



Participants are at the heart of the design process. The Life Course framework will be adapted to guide the design process for both groups and aid in visioning. To support human-centered design, groups of participants (e.g., families, employers, etc.) will meet separately first then join together in a larger discussion with one another.

The role of the Local Advisory Team—comprised of agency representatives, service providers, community resource representatives, representative of a caregiver and/or self-advocate—is to review and assess feedback from those being served, identify needed resources and make recommendations for pilot design. The Local Advisory Team is empowered to do creative problem-solving and identify innovative solutions to support the vision of those being served.

The role of the State Advisory Council is to review recommendations from the Local Advisory Team and provide support, backing and resources for approved plans. The Council will also be responsible for using pilot results to formulate next steps. The expectation is that the pilot model can be scaled statewide.

Evaluation and Performance Measurement

A cross-agency team of data and evaluation staff are currently developing an evaluation plan. The design will be quasi-experimental to analyze results in pilot sites with a comparison group. In addition to qualitative measures and success indicators identified by program participants (including employers), OWFA will track WIOA employment outcomes of pilot participants and their caregivers, including the following:

- ❖ Employment – second quarter after exit, fourth quarter after exit
- ❖ Median Earnings – second quarter after exit
- ❖ Credential Attainment – within 4 quarters after exit
- ❖ Measurable Skill Gains
- ❖ Effectiveness in Serving Employers

As a result of OWFA, we expect to see positive results with the following measures:

- ❖ % of unemployed participants above who, as a result of the customized employment intervention, are working in competitive integrated jobs with minimal supports
- ❖ % of underemployed participants above who, as a result of the intervention, experienced an increase in hours/rate of pay
- ❖ % of unemployed caregivers above who are employed as a result of the intervention
- ❖ % of underemployed caregivers above who experienced an increase in hours/rate of pay as a result of the intervention

- ❖ State dollars saved through reduction in reliance on public assistance among participants and caregivers

Resources

Customized Employment

<https://www.dol.gov/odep/categories/workforce/CustomizedEmployment/what/>

Charting the Life Course Model

<https://www.lifecoursetools.com>

State Advisory Council Partners

ABLE Tech

Cross Sector Innovations

Department of Career and Technology Education

Department of Human Services

Department of Mental Health and Substance Abuse Services

Department of Rehabilitation Services

Developmental Disabilities Council

Office of Juvenile Affairs

Office of Workforce Development

Oklahoma Family Network

OUHSC Center for Learning & Leadership

South Central Oklahoma Workforce Innovation Board

State Department of Education

OK Works for All (OKWFA) Commitment Letter

Lawton Public Schools commits to the Oklahoma Works for All (OKWFA) pilot initiative and supports the goal of improving the employment and financial outcomes for students with intellectual disabilities. We agree to promote, implement and support the activities and timelines associated with OKWFA in collaboration with the Oklahoma State Department of Education, the Oklahoma Family Network, the OUHSC Center for Learning and Leadership, Oklahoma LEND, and Cross Sector Innovations.

For the length of the study (up to four full years after the initial training in fall 2019), Lawton Public Schools agrees to:

- Reach out to families by mailing invitation letters to potential participants.
- Collaborate with OKWFA to schedule trainings for students, teachers, and families.
- Support faculty participation in the Charting the LifeCourse training conducted by the Oklahoma Family Network and the Center for Learning and Leadership.
- Communicate with all OKWFA partners.
- Collect information about student and family engagement in transition planning and IEP team meetings.

Superintendent's Signature

Special Education Director's Signature

ACTION ITEM:	JROTC INSTRUCTOR EXTRA DUTY PAY RAISE
RECOMMENDATION: ADD \$1,220 TO THE CURRENT EXTRA DUTY LINE OF ROTC INSTRUCTORS RETROACTIVE TO JULY 1, 2019	

After reviewing the ROTC Instructor Pay, recognizing the length of their contracts, and their role as instructors, we recommend an increase to each ROTC Instructor Extra Duty Pay Line of \$1,220.00. ROTC Instructors were NOT included in the previous \$1,220 pay increase for Teachers because ROTC Instructors are NOT on the Teacher Payscale, regardless of certification.

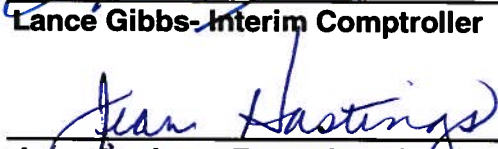
TOTAL NUMBER OF ROTC INSTRUCTORS TO RECEIVE THE EXTRA DUTY INCREASE	Addition to ROTC Instructor Extra Duty Lines- EX0153 and EX0123 (each instructor to receive increase one time)	Approximate Benefits	TOTAL COST PER STAFF MEMBER RECEIVING	TOTAL ADDITIONAL YEARLY COST
7	\$ 1,220.00	\$ 280.60	\$ 1,500.60	\$ 10,504.20

ADDED

Extra Duty Lines Impacted:	EX0153- ROTC Certified and EX0123- ROTC Non-Certified


Lance Gibbs- Interim Comptroller

1/8/2020


Jean Hastings- Executive Director of Human Resources

1-8-2020

BIDS AND QUOTATIONS

All purchase orders which involve labor and are in the amount of \$2,000 or more require a written contract signed by the vendor and returned to the district prior to the performance of any work. No contract involving an expenditure of more than \$50,000 for the purpose of erecting a building or making any improvements on school buildings shall be made except upon sealed proposals and to the lowest or best responsible bidder. This does not prohibit the district from erecting a building or making improvements on a force account basis.

Public construction contracts less than \$50,000 shall be let and awarded to the lowest responsible bidder by receipt of written bids or awarded on the basis of competitive quotes to the lowest responsible qualified contractor. Public construction contracts for less than \$5,000 may be negotiated with a qualified contractor. Public construction contracts are any contract for the purpose of making any public improvements or constructing any public building or making repairs to or performing maintenance on any school-owned building. If a public construction contract for minor maintenance or minor repair work to district property is less than \$25,000, a contract may be negotiated with a qualified contractor. No work shall be commenced until a written contract is executed and proof of insurance has been provided by the contractor to the school district's purchasing office.

~~Public construction contracts for less than \$25,000 for minor maintenance or minor repair work may be negotiated with a qualified contractor. No work shall be commenced until a written contract is executed and proof of insurance has been provided by the contractor to the school district's purchasing office.~~

The school board may provide for a local bid preference of five percent of the bid price if the board determines that there is an "economic benefit to the local area or economy". The determination as to whether there is an economic benefit to the local area or economy will be based upon whether the local bidder employs residents of the school district as employees or independent contractors and whether such employment will benefit the school district. The local bidder must be the second lowest qualified bid on the contract and must agree to perform the contract for the same price and terms as the bid proposed by the nonlocal bidder or contractor. Within the bid specifications the district must clearly state that the bid is subject to a local bidder preference law.

"Local bidder" meets the following criteria: 1) the bidder's business address is within the Lawton Public School District, 2) the bidder employs residents of the school district, 3) the bidder is authorized to transact business in Oklahoma (specifically Lawton, Oklahoma and Comanche County), and 4) maintains a bona fide establishment for transacting business within the state (specifically Lawton, Oklahoma and Comanche County)

The term "force account" means the purchase of necessary materials, and the employment of necessary workmen, by the school district itself, rather than entering into a contract with a

building or other contractor to construct the building or other improvement. No contract involving sums in excess of \$50,000 shall be split into partial contracts involving sums below \$50,000 for the purpose of avoiding the requirements of the Public Competitive Bidding Act.

For the purposes of this policy, the term "improvements on school buildings" shall not include any of the following:

1. Portable, or otherwise moveable, buildings and structures;
2. Prefabricated metal buildings and structures, along with necessary utility services for such buildings or structures;
3. Roofs placed over existing roof structures; and
4. Other structures that can be disassembled after installation and removed without permanent damage to existing property.

For the purposes of the Public Competitive Bidding Act, where total payments of principle and interest are anticipated to exceed \$50,000 the lease purchase of items pursuant to paragraphs numbered 2 and 3 above must be competitively bid.

REFERENCE: 61 O.S. §102, §103, §107, §131
62 O.S. §430.1
70 O.S. §5-123

BIDS AND QUOTATIONS (REGULATIONS)

The superintendent or designee shall secure pricing on items purchased, either by price quotations, or bids.

In the interest of economy of time, price quotations by telephone may be secured on purchases of less than \$750. In determining whether formal quotations shall be obtained, the superintendent or designee shall weigh the necessity for speed of securing supplies or equipment and the possible savings that may be realized. If savings from quotations are insignificant, prices given by reliable vendors may be used.

All contracts for, and purchases of supplies, materials, equipment, and contractual services for \$750.00 or more shall be based on at least three quotes. All purchases made in the open market shall be consummated after careful pricing.

When bidding procedures are used, bids shall be advertised appropriately. Suppliers shall be invited to have their names placed on mailing lists to receive invitations to bid. When specifications are prepared, they will be mailed to all merchants and firms who have indicated an interest in bidding. The Oklahoma Department of Corrections will be placed on the mailing list and will be sent invitations to bid for all goods and services the department may provide and for which this district has a specific need.

All bids must be submitted in sealed envelopes, addressed to the administrative office of the school district and plainly marked with the name of the bid and the time of the bid opening. Bids shall be opened at the time and place specified and all bidders and other persons shall be invited to be present.

The board reserves the right to reject any or all bids and to accept the bid which appears to be in the best interest of the school district. The board reserves the right to reject any or all bids or any part of any bid, or to waive any informality, and to accept the bid which appears to be in the best interest of the school district. Any bid may be withdrawn prior to the scheduled time for the opening of bids. Any bid received after the time and date specified shall not be considered.

The bidder to whom the award is made may be required to enter into a written contract with the school district.

The superintendent or designee shall maintain a bid list. Any vendor shall be placed on the bid list upon written request. As an objective, the superintendent or designee will normally seek out sufficient bidders to have an uncontested low bid by virtue of having several bona fide bids.

All bidders shall be given an equal opportunity to qualify for school business.

If a local vendor bids within five percent (5%) of the low bid, the board may award the contract to the local vendor. (To be awarded the contract, the local bidder must be the second lowest qualified bid and must agree to perform the contract, provide the service or product for the same price and terms as the bid on the contract/quote/bid proposed by the nonlocal bidder or contractor.)

COMPETITIVE BIDDING FOR NON REGULATED PURCHASES

Purchases which are not regulated by State of Oklahoma bidding law or other Lawton Public Schools bidding policy must employ an appropriate competitive process under the following guidelines:

- Purchases above \$50,000 shall employ competitive processes that can include bids, Requests for Proposals (RFP), Requests for Pre-Qualifications (RFPQ), Requests for Information, Invitations to Bid (ITB), or similar open, competitive, and comparative processes.
- Subject Matter Experts (SME) will be responsible for these processes; purchasing department may assist.
- Reasonable efforts must be taken to ensure a broad range of vendors have the opportunity to participate.
- Local businesses should be afforded local advantage of 5% when price is the determining factor. (Local businesses must be the second lowest qualified bid and must agree to perform the contract, provide the service or product at the same price and terms as the bid proposed by the nonlocal bidder or contractor.)
- Purchases between \$25,000 and \$50,000 must include evidence of open, competitive, and comparative processes which can include any of the above as well as quotes, comparisons, or other research to identify best value for the district.
- A one-page comparison sheet shall be included in the Board of Education agenda recommending board action.
- In cases when a competitive process is impractical or disadvantageous for the district, department heads shall document and support rationale for such decisions to be included in the Board of Education agenda when action is taken.

Definitions:

Request for Quotes (RFQ) are used to obtain pricing when the scope of work or the quantities are known and there is no substantive difference in the goods or services that can meet the specifications and the only difference among the responsive bids is unit pricing and time of delivery.

Request for Proposals (RFP) are used when the desired outcome is known but it is unclear as to how the services will be provided or what goods are available to meet the District's need. This method allows the bidder to submit a proposal defining how that particular bidder's goods/services would best serve the District and fulfill the end requirement. (Generally a sealed bid process).

Invitation to Bid (ITB) is a sealed bid process and is primarily used for construction projects exceeding \$50,000 or the purchase of items or services with an individual cost of \$7,500 or more.

Request for Pre-Qualifications (RFPQ) refers to the pre-qualification stage of some procurement processes. Only those proponents who successfully respond to a required RFPQ and meet the qualification criteria will be included in the subsequent Request for Quotes (RFQ) or Request for Proposal (RFP)

Subject Matter Expert (SME) is an individual or group of individuals with a deep understanding of a particular process, function, technology, machine, material or type of equipment. The SME is responsible for developing the components of RFQ's, RFP's, ITB's, and RFPQ's when used. Other documents may also be required of the SME by the Purchasing Department (e.g. verbiage for publishing bid specs, etc.).

Bid/Proposal Assessment Worksheet (BPAW) is a document used to assign weights to bid or proposal criteria and specifications that enable SME's to score bids or proposals against each other in the process of selecting a winning bid/proposal. When an RFP is used, a BPAW should be presented in the Board of Education Agenda.

Local Bidder is an individual, business, or entity that meets the following criteria: 1) the bidder's physical address is within the Lawton Public School District, 2) the bidder employs residents of the school district, 3) the bidder is authorized to transact business in Oklahoma (specifically Lawton, Oklahoma and Comanche County), 4) maintains a bona fide establishment for transacting business within the state (specifically Lawton, Oklahoma and Comanche County), 5) receiving the bid would result in an economic benefit to the local area or economy (based upon whether the local bidder employs residents of the district as employees or independent contractors and whether such employment will benefit the school district), and 6) the local bidder must be the second lowest qualified bid on the contract and must agree to perform the contract for the same price and terms as the bid proposed by the nonlocal bidder or contractor. Within the bid specifications the district must clearly state that the bid is subject to a local bidder preference law.



Name: Gary Dees

Department: Athletics

Title of Proposal:

Interscholastic athletics policy

Reason for Proposal:

Lawton Public Schools recognizes that families change residence based on what is best for their family. Relocation to another school can be difficult for children even when the move is made for the advancement of the family. Lawton Public Schools does not want to limit or burden families by placing restrictions on participation in athletics.

Identify Proposal as it relates to Elementary and/or Secondary Educational Concerns:

The change to policy FMFD will allow student athletes to participate in athletics if a **bona fide** move is made to another Lawton school.

A freshman, sophomore, junior or senior student whose parents make a **Bona Fide Move** from one attendance area to another may remain at the school he/she is attending and be eligible for attendance and athletic purposes until graduation. A student who has established athletic eligibility at any Lawton Public School high school and then makes a **Bona Fide Move** to another Lawton Public School, **will be immediately eligible**.

Estimated Cost Factor to the School District

There will be no cost for the district. **Action Desired:**

I recommend that the board approves the change to interscholastic policy FMFD

Submitted by:

Gary Dees

Date Submitted:

1/6/2020

INTERSCHOLASTIC ATHLETICS**In-District Athletic Eligibility for Grades 6 through 12**

This policy establishes the athletic eligibility rules and procedures, including transfer between schools within the Lawton School District, to be followed for students in grades 6 through 12.

The district subscribes to and enforces all athletic eligibility rules and regulations of the Oklahoma Secondary Schools Activities Association (OSSAA) including residence and migration rules as they relate to athletics in the middle and senior high schools. These state rules and regulations are published in the OSSAA Annual Yearbook and are not repeated here.

Definition of Terms as Used in This Policy

Establishing Athletic Eligibility. A student shall be deemed athletically eligible after attending all or part of fifteen separate days at that grade level at any school, or after participating in an interscholastic contest, including an interschool scrimmage, while at that grade level. A student establishes athletic eligibility at a Lawton Public School high school on the date of first attendance at the high school, or after attending their first day of school beginning their sixth grade year at one of its feeder schools (i.e. MMS to MHS or TMS and CMS to LHS or EMS to EHS).

Recruiting. Means offering any inducement, directly or indirectly, to a prospective athlete or his/her parents to enroll in a given school. An inducement may be actual or any other beneficial consideration. Charges of recruiting and other policy violations must be made in writing, with substantial documented proof, and be submitted to the building- sending and receiving principal and the District Athletic Director of the student allegedly being recruited. Proof of charges or policy violations will result in the student being ineligible for one calendar year. Hearsay evidence will not be accepted.

Bona Fide Move. The prior residence has been sold or leased at market value, or has been closed and emptied of personal property.

The prior residence is not being used by any family member.

All resident family members have moved out of the prior residence, and personal property associated with permanent, long-term occupancy is located in the new residence.

All claims of a Bona Fide Move may be subject to an inspection (i.e.: contract, utility bills, site visits, etc.) Of the prior and present residence by the Lawton Public Schools Athletic Department.

Intradistrict Transfer. A request for a student to attend a Lawton Public Schools in an area outside of their residence attendance area. Per Board Policy FE-RI

Requires that parent(s) actually live and sleep in the house, move or purchase furniture for the house, receive their mail at that address, and plan to continue to live there.

Eligibility Rules for Students Transferring Within the District Due to Residence Change

1. Transfer of Students in Grades 6 through 8

~~A student in grades six through eight whose parents move from one attendance area to another may transfer attendance rights, but not athletic eligibility to the new attendance area at the time the parents move or may remain at the school he/she is attending and be eligible for attendance and athletic participation until graduation at the high school which the middle school feeds. If the student remains at the school, parents must provide transportation.~~

1. Transfer of Students in Grades 9 through 12

A student who has established athletic eligibility at any Lawton Public School high school and then transfers exercises their right for an intradistrict transfer to another Lawton school is not athletically eligible for a period of one year from the date of first attendance at the new school. ~~(Unless there has been a bona fide move) A student who moves out of the Lawton School District and attends one day, or more, of school at a non-Lawton school and then moves back into the Lawton School District, is only eligible at the Lawton school he/she left for a period of one year from the date of first attendance at the non-Lawton school, unless there is a bona fide move into a different high school attendance area and OSSA Rules will apply.~~

Superintendents Exception to transfer rule:

~~If the principal of the receiving school believes there is a reason for a student to be given an exception to the transfer policy, they can write a letter to the Superintendent explaining the reason an exception should be given. If the Superintendent believes the reasons are valid, an exception can be given.~~

2. Transfer of Students in Grades 9 through 12 Students who make a Bona Fide Move

A freshman, sophomore, junior, or senior student whose parents make a bona fide move from one attendance area to another ~~may transfer attendance rights, but not athletic eligibility to the new attendance area at the time the parents move or may remain at the~~

school he/she is attending and be eligible for attendance and athletic purposes until graduation. If the student remains at the school, parents must provide transportation.

A student who has established athletic eligibility at any Lawton Public School high school and then ~~transfers~~ make a bona fide move to another Lawton school, ~~is not~~ will be immediately eligible ~~for a period of one year from the date of first attendance at the new school.~~ A student who moves out of the Lawton School District and attends one day, or more, of school at a non-Lawton school and then moves back into the Lawton School District, ~~is only eligible at the Lawton school he/she left for a period of one year from the date of first attendance at the non-Lawton school.~~

~~3. Limited Election Time~~

~~The election to transfer or remain at the current school must be exercised by the beginning of the school year following the year in which the parents move from the school attendance area. A student who elects to transfer to the school in the new attendance area and who attends the first class at the new school, is no longer eligible for attendance or athletic purposes at the former school unless another bona fide move occurs and is not eligible for a period of one year from the date of first attendance at the new school.~~

~~4. Eligibility when Anticipating Change in Residence~~

~~A student may transfer enrollment from his/her school of current residency to a school of future residency only within 5 days of the first day of a semester. The student's parent must move to the new residence no later than 45 calendar days from the first day of a semester. In order to be authorized to make such change, the parent must execute and file with the Office of Student Services a 'Statement of Intent to Establish Residency' form.~~

~~A student who has established athletic eligibility at the previous school and who obtained a 'Statement of Intent to Establish Residency', will not be eligible for athletic participation for a period of one year from the date of first attendance at the new school.~~

~~If the family has not moved into the intended residence within the 45 calendar days specified, the student will lose attendance rights at the new school and must attend the school in the attendance area where his/her parent(s) reside. Extension of the 45 calendar days may be granted after being reviewed by the District Eligibility Committee.~~

Other District Eligibility Rules

~~Students who received a "health" transfer by the district to transfer from one school to another, will be eligible for athletics in the new school of assignment. Once the "health" transfer is approved and the student moves to the new school, the student will remain at that~~

~~school through eighth grade (middle school) or graduation (senior high). Upon completion of middle school, students must make re-application for a high school Intradistrict Health Transfer.~~

~~Lawton district sending principals should call receiving principals when eligibility of a student transferring in district is questionable. Ineligible athletes, or Athletes with questionable eligibility, may practice until eligibility is granted but may not participate in contests or scrimmages.~~

All principals should withhold students from athletic contests or scrimmages until eligibility is not in question. Every effort should be made as soon as possible to determine eligibility so a student misses as few opportunities as possible. Athletes with questionable eligibility, may practice until eligibility is granted but may not participate in contests or scrimmages.

Grades, attendance, residence and all other local and OSSAA eligibility requirements should be verified before student's name is placed on official OSSAA eligibility forms.

Creation of District Eligibility Committee

The District Eligibility Committee will:

- ~~1. Review compliance with all rules and regulations and to settle all disputes and all questions of eligibility arising inside the district according to the district rules and regulations.~~
- ~~2. Initiate and receive the results of any investigation, verify the eligibility of players in the district, and investigate transfers of students changing schools with a view to determining whether or not transfers or changes are bona fide. The committee shall have the authority to declare the student in question, eligible or ineligible.~~
- ~~3. Uphold the principles that high school athletics are worthwhile in the school as an educational force when properly controlled. Efforts on the part of any school official or a local "fan" to recruit players shall be considered a violation of this principle and appropriate action shall be recommended by the committee.~~

The District Eligibility Committee will consist for the following voting members:

- ~~1. Executive Director of Athletics, Chairperson~~
- ~~2. Executive Director of Secondary Education~~
- ~~3. Director of Student Services~~
- ~~4. Three middle school or high school principals, or assistant principals, who would be unaffected by the outcome as selected by the chairperson.~~

~~The District Eligibility Committee will utilize the following persons as non-voting consultants and investigators:-~~

- ~~1. School attorney~~
- ~~2. Other staff members or resource people as determined~~

~~In-District Athletic Eligibility Appeal or Complaint~~

- ~~1. The District Eligibility Committee will consider complaints only if the complaint is presented in writing to the chairperson within three (3) days after sending principal calls receiving principal, and the chairperson feels the sending principal's written complaint contains substantial proof to authorize convening the committee.~~
- ~~2. The District Eligibility Committee will report its findings in detail to both principals. If the results of the investigation are questioned by either principal, the results will be forwarded to the OSSAA for review and possible action. (3-15-88)~~

**Lawton Public Schools Board Meeting
January 16, 2020**

Agenda Item: 7A: **Action Item: Professional Service Agreement, 2020A General Obligation Bonds**

Background: BOK Financial Securities, Inc. serves as the financial advisor for our 2014 and 2017 bond funds. We need to renew our agreement with them for the sale of our 2020 General obligation Bonds.

Action Requested: Approve Professional Service Agreement with BOK Financial Securities, Inc. for sale of the district's 2020A General Obligation Bonds.

Attachments: BOK Financial Services Agreement



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

ENGAGEMENT LETTER

January 16, 2020

Board of Education
Lawton Public Schools
753 NW Fort Sill Blvd
Lawton, OK 73507

RE: Financial Advisory Services Provided to Independent School District Number 8 of Comanche County, Oklahoma (Lawton Public Schools).

The purpose of this engagement letter (the "Letter") is to set forth the role BOK Financial Securities, Inc. ("BOKFS") proposes to serve and the responsibilities BOKFS proposes to assume as Financial Advisor to Independent School District Number 8 of Comanche County, Oklahoma (Lawton Public Schools) (the "Issuer" or "District"). Upon Issuer's acceptance, this Letter will serve as our mutual agreement with respect to the terms and conditions of our engagement as Issuer's financial advisor, effective on the date this Letter is executed by Issuer (the "Effective Date").

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

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



- (e) When BOKFS is designated by Issuer as its IRMA, BOKFS shall be Issuer's IRMA solely with respect to the Scope of Services. BOKFS shall not be responsible for verifying that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Any reference to BOKFS, its personnel and its role as IRMA in Issuer's written representation contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B), shall be subject to prior approval by BOKFS.

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

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

3. Compensation. For the above services, Issuer agrees to pay BOKFS the following:

- (a) General Obligation Bonds: A fee of 0.50% of the par amount of each series of Bonds issued, subject to a maximum fee of \$35,000.00 for each series of Bonds issued, plus expense reimbursement of \$2,500.00 which does not include out-of-state travel, which travel will be reimbursed on actual costs if such travel is approved by the Issuer.
- (b) Lease Purchase Transactions: A fee of 0.50% of the par amount of each series of Lease Purchase Obligations issued, plus expense reimbursement of \$2,500.00 which does not include out-of-state travel, which travel will be reimbursed on actual costs if such travel is approved by the Issuer.
- (c) Offering document printing, bond printing, DTC and CUSIP registration, mailing and distribution, bond counsel, rating fees, paying agent fees and other normal costs of issuance are the responsibility of the Issuer. To the extent the Issuer desires or it is convenient for BOKFS to front these types of expenditures, BOKFS will be reimbursed on actual costs and such reimbursement will be separate from BOKFS's out-of-pocket expense reimbursement. BOKFS's out-of-pocket expense reimbursement covers such items as copies, mail, fax, overnight delivery, report printing, and other hard costs.



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

5. **Limitation on Liability.** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of the obligations of BOKFS arising under this Letter:

- (a) The liability of BOKFS and its associated persons to Issuer for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, shall be limited to the fees paid or otherwise due and payable under this Agreement; and,
- (b) BOKFS and its associated persons shall have no liability to Issuer for any other loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from Issuer's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by BOKFS to Issuer; and,
- (c) No recourse shall be had against BOKFS for loss, damage, liability, cost or expense (whether direct, indirect or consequential) arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product or otherwise relating to the tax treatment of any Issue or Product, or in connection with any opinion or certificate rendered by counsel or any other party.

6. **Required Disclosures.**

- (a) MSRB Rule G-42 requires that BOKFS provide Issuer with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in BOKFS's Disclosure Statement attached hereto as **Appendix B.**
- (b) MSRB Rule G-10 requires disclosure of the following:
 - (i) BOKFS is registered with the SEC and the MSRB.
 - (ii) The MSRB's website address is www.msrb.org.
 - (iii) The MSRB's "Information for Municipal Advisory Clients" brochure describes the protections that may be provided by the MSRB and how to file a complaint with the appropriate regulatory authority. That brochure can be found at the following web address:

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

7. **Information.** While this Agreement is in effect, the Issuer will provide or cause to be provided to BOKFS information concerning the Issuer, including information relating to the Issuer's financial condition and results of operations, the sources of security and payment for any Issuer Obligations,



and such other information (excluding confidential information unless such confidential information is reasonably required to provide disclosure to investors) as BOKFS reasonably considers necessary or appropriate to perform its duties under this Agreement. Such information will be taken or derived from the Issuer's official records or from other sources that the Issuer determines and reasonably believes to be accurate and reliable, based on due inquiry and investigation by the Issuer of such other sources; and, the Issuer expressly authorizes BOKFS to rely on the accuracy and completeness of all information provided to BOKFS by or on behalf of the Issuer.

8. Compliance with Applicable Law. As an inducement to BOKFS to enter into this Agreement and to perform the duties assigned to it hereunder, the Issuer agrees to comply with all applicable requirements and procedures imposed by law relating to, and all covenants and agreements entered into in connection with or supporting, the validity, enforceability and terms (including terms relating to security and tax-exemption) of any Issuer Obligations. As an inducement to Issuer to enter into this Agreement and to perform the duties assigned to it hereunder, BOKFS agrees to comply with all applicable requirements and procedures imposed by law relating to, and all covenants and agreements entered into in connection with or supporting, the validity, enforceability and terms (including terms relating to security and tax-exemption) of any services by BOKFS. Further BOKFS represents and warrants to Issuer that BOKFS is familiar with the applicable law, rules, regulations, and requirements in order for BOKFS to perform BOKFS's professional services as a highly qualified and competent provider of said financial services.

9. Professional Judgment. All actions and recommendations of BOKFS pursuant to this Agreement will be based on BOKFS's professional judgment and information that the Issuer provides to BOKFS. BOKFS's recommendations represent its professional judgment based upon BOKFS's review of information provided by the Issuer, to the extent that BOKFS deems such information relevant to any such recommendation, and BOKFS's own knowledge and experience. BOKFS's recommendations will be offered in reliance upon the representations and covenants contained in the agreements, certificates and other instruments prepared, executed and delivered in connection with Issuer Obligations. The Issuer understands and agrees that this Agreement shall constitute an agreement for professional services, and neither the performance by BOKFS of its duties hereunder nor the implementation of any of BOKFS's recommendations shall be construed by the Issuer as a guarantee of any result or outcome.

10. Waiver of Jury Trial. Each party agrees to waive any right to a trial by jury with respect to any claim, counterclaim or action arising out of or in connection with this agreement or the transactions contemplated hereby or the relationship between the parties. Parties agree to waive consequential and punitive damages.

11. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws (excluding conflict of law provisions) of Oklahoma.

12. Litigation Expenses. In any action brought by a party hereto to enforce the obligations of any other party hereto, the prevailing party shall be entitled to collect from the opposing party to such action such party's reasonable litigation costs and attorney's fees and expenses (including court costs, reasonable fees of accountants and experts, and other expenses incidental to the litigation).

13. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of Issuer and BOKFS, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

14. Entire Agreement. This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This



Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties. This Agreement and all of the provisions of this Agreement shall be deemed drafted by all of the parties hereto.

15. Course of Dealing. No course of prior dealing involving any of the parties hereto and no usage of trade shall be relevant or advisable to interpret, supplement, explain or vary any of the terms of this Agreement, except as expressly provided herein.

16. Interpretation. This Agreement shall not be interpreted strictly for or against any party, but solely in accordance with the fair meaning of the provisions hereof to effectuate the purposes and intent of this Agreement.

17. No Reliance. Each party hereto has entered into this Agreement based solely upon the agreements, representations and warranties expressly set forth herein and upon its own knowledge and investigation. No party has relied on any representation or warranty of any other party hereto except any such representations and warranties as are expressly set forth herein.

18. Authority. Each of the persons signing below on behalf of a party hereto represents and warrants that he or she has full requisite power and authority to execute and deliver this Agreement on behalf of the party for whom he or she is signing and to bind such party to the terms and conditions of this Agreement.

19. Severability. If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

20. No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

21. Amendment. This Agreement may be amended or modified only in a writing that has been signed by the parties hereto and which specifically references this Agreement.

22. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument. This Agreement shall become effective only when all of the parties hereto shall have executed the original or counterpart hereof. This Agreement may be executed and delivered by digitized transmission of a counterpart signature page hereof.

[Signatures on Following Page]



The District and BOKFS have executed this Agreement by their duly authorized representatives as of the date provided above.

BOK FINANCIAL SECURITIES, INC.

Chris Gander, Investment Banker

**INDEPENDENT SCHOOL DISTRICT NUMBER 8
COMANCHE COUNTY, OKLAHOMA
(LAWTON PUBLIC SCHOOLS)**

Title: President, Board of Education
Date: January 16, 2020



APPENDIX A SCOPE OF SERVICES

1. BOK Financial Securities, Inc. (“BOKFS”) shall prepare a written Financial Analysis based upon the capital improvement and other needs of the School District which shall include a survey of the financial resources of the School District. This document shall also contain an analysis of the existing debt and tax structure of all levels of government involved and compare this analysis to the projected debt. On the basis of information thus developed, BOKFS shall devise a financing program to fund the proposed maturities, the estimated interest rate and cost on the proposed bonds, the resulting overall amount of projected annual debt service and tax requirements, and the relationship of these items to existing corresponding projected items of the School District and other related levels of government.
2. BOKFS shall provide the following services relating to a bond election:
 - A. Provide the School District with information concerning the most advisable dates for holding an election to approve such issuance;
 - B. Provide the necessary Resolution to call for the election;
 - C. Provide for filing the necessary documentation with the County Election Board;
 - D. Assist in providing printed ballots for such election;
 - E. Arrange for proper legal notices to be published at the appropriate times regarding the notice of such election;
 - F. Appear at public meetings informing the public as to the use of bond proceeds and the effect on ad valorem taxes (if desired);
 - G. Assist in the formation of informational brochures discussing the items concerning the election such as taxes and use of proceeds (if desired);
 - H. Provide the County Election Board with the appropriate material to canvass the election returns; and
 - I. Assist in the analysis of and provide the School District with election results.
3. Upon approval by the voters of the School District, BOKFS shall undertake the following tasks:
 - A. BOKFS shall advise the Board of Education of current bond market conditions, forthcoming bond issues, and other general information and economic data that might normally be expected to influence interest rates or bidding conditions so that the date for the sale of the bonds may be set at a time which, in our opinion, would be favorable to the School District.
 - B. BOKFS shall assist the School District, if necessary, in the identification, evaluation, and negotiations with prospective paying agents, registrars and transfer agents.
 - C. BOKFS shall prepare an Official Notice of Sale that establishes the specifications for bidding; i.e. bond maturity and interest coupon arrangements, interest rate limitations, and other pertinent details.



- D. BOKFS shall also prepare a Preliminary Official Statement that describes the bonds offered, including complete information as to the security for the bonds, the School District and other pertinent details.
 - E. BOKFS shall prepare a uniform Bid Form which would prevent deviation by any bidders when any such deviation would be costly to the issuing body.
 - F. BOKFS shall submit to the national rating services or credit enhancement providers, an application necessary to obtain a rating or enhancement on the bonds. If such service(s) are determined to be necessary for the most effective marketing of the bonds, BOKFS shall assist the School District with the following:
 - i. Provide financial, economic and demographic information to such organizations for their review;
 - ii. Coordinate and negotiate with the rating agencies to obtain the highest possible rating for the bonds.
 - G. BOKFS shall prepare the necessary Resolution to set the date, time and place for the sale of the bonds.
 - H. BOKFS shall be present at the sale of the bonds to aid the Board of Education in the tabulation and comparison of bids. BOKFS shall also advise the members of the Board of Education as to the bond market conditions at the time of the sale and the advisability of accepting or rejecting the bids submitted.
 - I. BOKFS shall prepare the necessary Resolution to authorize the issuance of the bonds.
 - J. BOKFS shall prepare a final Official Statement that describes the bonds offered, including complete information as to the security for the bonds, the School District and other pertinent details for use by the successful bidder of the bonds.
 - K. BOKFS shall complete the necessary applications so that the bond issue can be bid electronically (via PARITY's Internet bond bidding system).
 - L. Assuming a favorable interest rate is received and accepted by the School District, BOKFS shall then proceed to take all steps necessary to expedite the preparation of all other documentation necessary to achieve delivery of the bonds, including delivery of the Transcript of Proceedings to the Attorney General's Office.
 - M. BOKFS shall work with the purchaser and the school district to effectuate the closing of the bond issue and the delivery of bond proceeds to the School District.
- 4. BOKFS shall advise the Board of Education and Administration on the investment of bond proceeds that would, in our opinion, allow the School District to benefit the most from the investment of said proceeds (if desired).
 - 5. BOKFS shall advise the School District officials as to any pending legislation in the Oklahoma Legislature and the United States Congress which may have an effect upon the School District's proposed and existing indebtedness.



APPENDIX B DISCLOSURE STATEMENT

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

Part A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interests, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. Accordingly, BOKFS makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services, together with explanations of how BOKFS addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, BOKFS mitigates such conflicts through its adherence to its fiduciary duty to Issuer, which includes a duty of loyalty. This duty of loyalty obligates BOKFS to deal honestly and with the utmost good faith with Issuer and to act in Issuer’s best interests without regard to BOKFS’s financial or other interests. Furthermore, because BOKFS is a broker-dealer, its financial advisory supervisory structure provides strong safeguards against individuals at BOKFS potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

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

Compensation-Based Conflicts.

If the fees due under the Engagement Letter will be based on the size of the Issue and the payment of such fees shall be contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for BOKFS to recommend unnecessary or disadvantageous financings. This conflict of interest is mitigated by the general mitigations described above.

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

If the fees due under the Engagement Letter are based on hourly fees of BOKFS’s personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if Issuer and BOKFS do not agree on a reasonable maximum amount at the outset of the engagement, because BOKFS does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.



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

Municipal Activities with Other Issuer Financing Team Members. In the normal course of business, BOKFS may engage in municipal trading and underwriting activities with other members of the Issuer's financing team, including but not limited to, bond counsel, underwriter's counsel and bond underwriters. This may include BOKFS serving as a bond underwriter for a municipal issuer in which the Issuer's bond counsel is serving as BOKFS's counsel, an Issuer's underwriter is serving as a municipal advisor and/or Issuer's underwriter is serving as an underwriting syndicate member with BOKFS. Such a situation could present a conflict as BOKFS and members of its financing team jointly participate, from time to time, in other municipal security transactions for compensation. None of these other engagements or relationships would impair BOKFS's ability to fulfill its regulatory duties to the Issuer and the potential conflicts of interest are mitigated as BOKFS relies upon the issuer to select its other financing team members, including bond counsel and bond underwriters.

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

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

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

Payment to or from Third Parties. While we do not believe the following creates a conflict of interest on the part of BOKFS, we note that BOKF NA, an affiliate of BOKFS, has entered into an



Independent Contract Agreement (“Agreement”) with Dr. Joe Siano to provide consulting services related to bond election planning and community relations for Oklahoma school districts. Dr. Siano is also employed by the Oklahoma State School Boards Association with a focus on state education policy development. The District may wish to consider any impact the Agreement or Dr. Siano’s employment may or may not have on the way BOKFS conducts its activities with the District.

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

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

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

Material Legal or Disciplinary Event. There are no legal or disciplinary events that are material to Issuer’s evaluation of BOKFS or the integrity of BOKFS’s management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

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

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

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

Details of the events disclosed above can be found in the firm’s Form MA available through the SEC’s EDGAR Filing System (<https://www.sec.gov/edgar/searchedgar/companysearch.html>). Search for “BOK Financial Securities, Inc.” to view the firm’s most recent Form MA filing.

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

**Lawton Public Schools Board Meeting
January 16, 2020**

Agenda Item: 7B: **Action Item: Resolution for sale of 2020A General Obligation Bonds**

Background: The attached resolution fixes the amount of combined purpose general obligation bonds, series 2020A, and the time and place the bonds are to be sold. The resolution also designates a registrar/paying agent for the bonds, provides the preliminary official statement and distribution of the funds, authorizes the clerk to give notice of the sale as required by law, and other matters related to the issuance of the bonds.

Action Requested: Approve the Resolution for sale of the district's 2020A General Obligation Bonds as presented.

Attachments: Series 2020A Bond Resolution

RESOLUTION AUTHORIZING SALE OF BONDS

PURSUANT TO NOTICE GIVEN UNDER THE OPEN MEETING ACT, THE BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NUMBER 8 OF COMANCHE COUNTY, STATE OF OKLAHOMA (THE "SCHOOL DISTRICT"), MET IN REGULAR SESSION AT THE AUDITORIUM, ROOM 1, SHOEMAKER EDUCATION CENTER, LAWTON PUBLIC SCHOOLS, 753 NW FORT SILL BOULEVARD, LAWTON, OKLAHOMA, 73507, IN SAID SCHOOL DISTRICT ON THE 16TH DAY OF JANUARY, 2019, AT 5:00 P.M.

PRESENT:

ABSENT:

Notice of the schedule of regular meetings of the School District for the calendar year 2020 was given in writing to the County Clerk of Comanche County, Oklahoma, at ___ p.m. on the ___ day of _____, 2019, and public notice of this meeting, setting forth the date, time, place and agenda was posted at the Foyer of the Shoemaker Education Center, 753 NW Fort Sill Boulevard, Lawton, Oklahoma, 73507, in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week at 5:00 o'clock p.m. on the ___ day of _____, 2020, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto). Notice of said meeting and agenda have also been posted on the School District's website in accordance with Title 74, Oklahoma Statutes, Section 3106.2.

(OTHER PROCEEDINGS)

Thereupon, the President introduced a Resolution, by reading the Title, and upon motion by _____, seconded by _____, said Resolution was adopted by the following vote:

AYE:

NAY:

Said Resolution was thereupon signed by the President or Vice President, attested by the Clerk or Deputy Clerk, sealed with the seal of said School District and is as follows:

[Resolution Begins on Next Page]

RESOLUTION

A RESOLUTION FIXING THE AMOUNT OF COMBINED PURPOSE GENERAL OBLIGATION BONDS, SERIES 2020A (THE "BONDS") TO MATURE EACH YEAR; FIXING THE TIME AND PLACE THE BONDS ARE TO BE SOLD; DESIGNATING A REGISTRAR/PAYING AGENT FOR THE BONDS; APPROVING THE PRELIMINARY OFFICIAL STATEMENT AND DISTRIBUTION THEREOF; AUTHORIZING THE CLERK TO GIVE NOTICE OF SAID SALE AS REQUIRED BY LAW AND APPROVING OTHER MATTERS RELATED TO THE ISSUANCE OF SAID BONDS.

WHEREAS, on the 1st day of April, 2014, pursuant to notice duly given, an election was held in Independent School District Number 8 of Comanche County, Oklahoma, for the purpose of submitting to the registered qualified electors of such School District as Proposition No. 1, the question of the issuance of the general obligation bonds of said School District, in the sum of \$21,610,000 to provide funds for the purpose of constructing, equipping, repairing and remodeling school buildings, acquiring school furniture, fixtures and equipment and acquiring and improving school sites (the "2014 Building and Equipment Bonds").

WHEREAS, as shown by the canvass of the returns by the County Election Board of Comanche County, Oklahoma, at said election there were cast on Proposition No. 1 by the registered qualified electors of said School District 5,024 votes, of which 4,509 were in favor of and 515 were against the issuance of said 2014 Building and Equipment Bonds; and

WHEREAS, a lawful majority of the registered qualified electors voting on said Proposition No. 1 cast their ballots in favor of the issuance of said 2014 Building and Equipment Bonds and the issuance thereof has been duly authorized; and

WHEREAS, on the 1st day of April, 2014, pursuant to notice duly given, an election was held in Independent School District Number 8 of Comanche County, Oklahoma, for the purpose of submitting to the registered qualified electors of such School District as Proposition No. 2, the question of the issuance of the general obligation bonds of said School District in the sum of \$7,150,000 to provide funds for the purpose of purchasing transportation equipment (the "2014 Transportation Equipment Bonds").

WHEREAS, as shown by the canvass of the returns by the County Election Board of Comanche County, Oklahoma, at said election there were cast on Proposition No. 1 by the registered qualified electors of said School District 5,049 votes, of which 4,471 were in favor of and 578 were against the issuance of said 2014 Transportation Equipment Bonds; and

WHEREAS, a lawful majority of the registered qualified electors voting on said Proposition No. 2 cast their ballots in favor of the issuance of said 2014 Transportation Equipment Bonds and the issuance thereof has been duly authorized; and

WHEREAS, on the 14th day of November, 2017, pursuant to notice duly given, an election was held in Independent School District Number 8 of Comanche County, Oklahoma, for the purpose of submitting to the registered qualified electors of such School District as Proposition No. 1, the question of the issuance of the general obligation bonds of said School District, in the

sum of \$99,500,000 to provide funds for the purpose of acquiring or improving school site, constructing, repairing, remodeling and equipping buildings, and acquiring school furniture, fixtures and equipment, or in the alternative to acquire any of such property pursuant to a lease purchase arrangement (the “2017 Building and Equipment Bonds”); and

WHEREAS, as shown by the canvass of the returns by the County Election Board of Comanche County, Oklahoma, at said election there were cast on Proposition No. 1 by the registered qualified electors of said School District 7,259 votes, of which 5,349 were in favor of and 1,910 were against the issuance of said 2017 Building and Equipment Bonds; and

WHEREAS, a lawful majority of the registered qualified electors voting on said Proposition No. 1 cast their ballots in favor of the issuance of said 2017 Building and Equipment Bonds and the issuance thereof has been duly authorized; and

WHEREAS, the Board of Education of said School District previously issued \$2,450,000 of 2014 Building and Equipment Bonds and \$650,000 of 2014 Transportation Equipment Bonds as part of its \$3,100,000 Combined Purpose Bonds of 2014 dated June 1, 2014; and

WHEREAS, the Board of Education of said School District previously issued \$1,275,000 of 2014 Building and Equipment Bonds and \$650,000 of 2014 Transportation Equipment Bonds as part of its \$1,925,000 Combined Purpose Bonds of 2015 dated May 1, 2015; and

WHEREAS, the Board of Education of said School District previously issued \$3,785,000 of 2014 Building and Equipment Bonds and \$1,300,000 of 2014 Transportation Equipment Bonds as part of its \$5,085,000 Combined Purpose Bonds of 2016 dated March 1, 2016; and

WHEREAS, the Board of Education of said School District previously issued \$3,820,000 of 2014 Building and Equipment Bonds and \$650,000 of 2014 Transportation Equipment Bonds as part of its \$4,470,000 Combined Purpose Bonds of 2017 dated May 1, 2017; and

WHEREAS, the Board of Education of said School District previously issued \$2,475,000 of 2014 Building and Equipment Bonds and \$1,300,000 of 2014 Transportation Equipment Bonds as part of its \$3,775,000 Combined Purpose General Obligation Bonds, Series 2017B dated December 1, 2017; and

WHEREAS, the Board of Education of said School District previously issued \$3,060,000 of 2017 Building and Equipment Bonds as part of its \$3,060,000 General Obligation Building Bonds, Series 2018A dated February 1, 2018; and

WHEREAS, the Board of Education of said School District previously issued \$14,380,000 of 2017 Building and Equipment Bonds as part of its \$3,060,000 General Obligation Building Bonds, Series 2019A dated March 1, 2019; and

WHEREAS, a total of \$15,200,000 of such 2014 Building and Equipment Bonds have been heretofore issued; and

WHEREAS, a total of \$5,850,000 of such 2014 Transportation Equipment Bonds have been heretofore issued; and

WHEREAS, a total of \$14,745,000 of such 2017 Building and Equipment Bonds have been heretofore issued; and

WHEREAS, the staff has determined and the Board of Education hereby declares that there is a need at this time to issue \$3,920,000 of such 2014 Building and Equipment Bonds to finance a portion of the 2014 Building and Equipment Bond projects; and

WHEREAS, the staff has determined and the Board of Education hereby declares that there is a need at this time to issue \$650,000 of such 2014 Transportation Equipment Bonds to finance transportation equipment.

WHEREAS, it is deemed advisable by the Board of Education of said School District at this time to issue an aggregate principal amount of \$3,430,000 of such 2017 Building and Equipment Bonds to finance a portion of the 2017 Building and Equipment Bond projects; and

WHEREAS, it is deemed advisable by the Board of Education of said School District at this time to issue an aggregate principal amount of \$8,000,000 of said bonds as a combined issue of bonds as authorized by Title 62, Oklahoma Statutes 2011, Section 354, as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NUMBER 8 OF COMANCHE COUNTY, OKLAHOMA:

SECTION 1. That with respect to the April 1, 2014 election authorization, the \$3,920,000 of the 2014 Building and Equipment Bonds, and the \$650,000 of the 2014 Transportation Equipment Bonds, as referenced above, and in addition, with respect to the November 14, 2017 election authorization, the \$3,430,000 of the 2017 Building and Equipment Bonds, as referenced above, shall be combined for the purpose of sale as authorized by Title 62, Oklahoma Statutes 2011, Section 354 and shall be called "Combined Purpose General Obligation Bonds, Series 2020A" (referred to herein as the "2020A Bonds"), shall be dated March 1, 2020, shall collectively total \$14,380,000, and shall be sold as one unit with bids received for this combined purpose bond issue as only one unit.

SECTION 2. That the bids for said Combined Purpose General Obligation Bonds, Series 2020A of Independent School District Number 8 of Comanche County, Oklahoma, in the amount of \$8,000,000, voted on the 1st day of April, 2014, and on the 14th Day of November, 2017, shall be offered for sale and bids shall be received in the form of sealed bid, electronic (Parity®) bid or similar secure electronic bid at the Shoemaker Education Center, Lawton Public Schools, 753 NW Fort Sill Boulevard, Lawton, Oklahoma, 73507, on the 20th day of February, 2019, at 1:00 o'clock, P.M., Central Time, and that said 2020A Bonds shall become due as follows:

Combined Purpose General Obligation Bonds, Series 2020A

<u>Due Date</u>	<u>Amount</u>
3/1/2022	\$2,000,000
3/1/2023	\$2,000,000
3/1/2024	\$2,000,000
3/1/2025	\$2,000,000

The Board of Education of the School District will convene at 5:00 o'clock, P.M. in the Auditorium, Room 1, at said location and date to consider the bids and take action to award the 2020A Bonds. The Board of Education of the School District hereby confirms and stipulates that bids for the 2020A Bonds shall be made by sealed or electronic bids, that the 2020A Bonds shall be sold to the bidder bidding the lowest interest cost, to be determined based on net interest cost as calculated from March 1, 2020, and that each bidder on the 2020A Bonds shall submit with its bid cash, cashier's check, surety bond or wire transfer equal to two percent (2%) of the par amount of the 2020A Bonds.

SECTION 3. That BancFirst is hereby designated as Registrar/Paying Agent for said 2020A Bonds and the President of the Board of Education is authorized to execute an agreement for such services.

SECTION 4. The form of Preliminary Official Statement outlining the terms, conditions and security for the 2020A Bonds is hereby adopted and approved, is deemed by the Board of Education of the School District to be "final" in accordance with the requirements of Rule 15c2-12 of the Securities and Exchange Commission promulgated pursuant to the Securities and Exchange Act of 1934, and the President or Vice President is authorized to approve any corrections, additions or deletions thereto for and on behalf of the School District, and thereupon the President or Vice President is authorized and directed to execute and deliver same for and on behalf of the School District, and distribution of the Preliminary Official Statement by the Financial Advisor in connection with the sale of the 2020A Bonds is hereby expressly authorized; and further, the President or Vice President is authorized and directed to approve, execute and deliver a Final Official Statement or Official Statement for and on behalf of the School District upon issuance of the 2020A Bonds.

SECTION 5. That the Clerk of the Board of Education is hereby ordered and directed to cause notice of the sale of said 2020A Bonds to be given as required by law.

SECTION 6. The President, Vice President, Superintendent, Treasurer, Chief Financial Officer, Board Clerk or Deputy Clerk are hereby authorized and directed to execute, separately or jointly, and deliver such documents and take such other action as may be necessary or appropriate in order to effectuate the issuance, execution and delivery of the 2020A Bonds, including specifically, but not limited to, the Bond forms, tax or tax compliance documents, closing certificates, continuing disclosure or other security or securities related documents or any other letter, representation or certification otherwise necessary and attendant to the issuance and delivery of the 2020A Bonds.

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Adopted this 16th day of January, 2020.

(SEAL)

President, Board of Education

ATTEST:

Clerk, Board of Education

STATE OF OKLAHOMA)
)
COUNTY OF COMANCHE)

I, the undersigned, the duly qualified and acting Clerk of the Board of Education of Independent School District Number 8 of Comanche County, Oklahoma, hereby certify that the foregoing is a true and complete copy of a Resolution authorizing the sale of bonds for the purpose therein set out, adopted by said Board and transcript of proceedings of said Board at a regular meeting thereof duly held on the date therein set out, insofar as the same relates to the introduction, reading and adoption thereof as the same appears of record in my office.

I further certify that attached hereto is a true and complete copy of the Notice of the schedule of regular meetings of the governing body of Independent School District Number 8 of Comanche County, Oklahoma for the calendar year 2020 having been given in writing to the County Clerk of Comanche County, Oklahoma, at ____ p.m. on the ____ day of _____, 2019, and public notice of this meeting, setting forth the date, time, place and agenda was posted at the Foyer of the Shoemaker Education Center, 753 NW Fort Sill Boulevard, Lawton, Oklahoma, 73507, the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week at 5:00 o'clock p.m. on the ____ day of _____, 2020, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto). Notice of said meeting and agenda have also been posted on the School District's website in accordance with Title 74, Oklahoma Statutes, Section 3106.2.

WITNESS my hand and official seal this 16th day of January, 2020.

(SEAL)

Clerk, Board of Education

NOTICE OF SALE OF BONDS

In accordance with Title 62, Oklahoma Statutes 2011, Sections 353 and 354, as amended, notice is hereby given that the Board of Education of Independent School District Number 8 of Comanche County, Oklahoma, (the "School District"), will receive bids by sealed bid, electronic (Parity®) bid or similar secure electronic bid on the 20th day of February, 2020, at 1:00 o'clock P.M., Central Time, at the Shoemaker Education Center, Lawton Public Schools, 753 NW Fort Sill Boulevard, Lawton, Oklahoma, 73507, for the sale of an issue of \$8,000,000 Combined Purpose General Obligation Bonds, Series 2020A of said School District, which Bonds shall be dated March 1, 2020, and shall mature as follows: \$2,000,000 on March 1 of each year from 2022 to 2025.

Bids filed with the Clerk of the Board of Education shall be opened and read in the Clerk's Office at the time stated above and shall be awarded thereafter on said date at 5:00 P.M. by the Board of Education in the Auditorium (Room 1) at the Shoemaker Education Center, Lawton Public Schools, 753 NW Fort Sill Boulevard, Lawton, Oklahoma, 73507. Bids received after 1:00 P.M., Central Time, on the above mentioned date, will not be accepted and will be returned to the bidder unopened. There will be no exceptions to this policy.

Said Bonds shall be sold to the bidder bidding the lowest rate of interest the Bonds shall bear and agreeing to pay par and accrued interest for the Bonds. Each bidder shall submit with his bid a sum in cash, cashier's or certified check, electronic (wire) transfer or financial surety bond payable to the Treasurer of the District, equal to two (2%) percent of the par value of the Bonds, or \$160,000.00. If a financial surety bond is used, it must be from an insurance company licensed to issue such bond in the State of Oklahoma, and such bond must be submitted to the School District or the School District's Financial Advisor prior to the opening of the bids. The financial surety bond must identify each bidder whose deposit is guaranteed by such financial surety bond. The Board of Education reserves the right to reject all bids.

WITNESS my official hand and the seal of said School District this 16th day of January, 2020.

(SEAL)

Clerk, Board of Education

**Lawton Public Schools Board Meeting
January 16, 2020**

Agenda Item: 7C: **Action Item: Zeldon Rice attendance at National School Boards Association Annual Conference, April 4-6 2020**

Background: Zeldon Rice has been declared the new Area 5 School Board member to be seated in April, replacing Mr. Jester. Mr. Rice desires to attend the NSBA Conference with the other Board members to gain information that will be important for him to know to begin his service to LPS on the Board.

Action Requested: Approve Mr. Rice's travel to the NSBA conference as requested.



**Minutes of the Lawton Public Schools
Board of Education Regular Meeting
Held on Thursday, November 21, 2019**

The Board of Education of Independent School District I-8, Comanche County, Oklahoma, met on Thursday, November 21, 2019 at 5:00 PM in Shoemaker Center Auditorium, 753 NW Fort Sill Blvd, Lawton, Oklahoma.

CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL

Carla Clodfelter, President, called the meeting to order. Interim Superintendent Dr. Tom Thomas and MacArthur Middle Student Dane Edwards led the flag salute. Roll call indicated the following board members were present:

Carla Clodfelter, President
Patty Neuwirth, Vice-President
Kelly Edwards
Mary Bradley
Kent Jester

*Col. Don King, Ex-Officio, was absent

SPECIAL GUESTS/SPECIAL RECOGNITION

MacArthur Middle School Principal, Regina Stuever, along with Teachers Dan Wilmore and Elijah Morlett shared about two new innovative technology programs being piloted at their school this year. Mr. Wilmore shared that his students are learning to repair computers, not only the software issues, but learning to fix the mechanical parts of the computers as well. Mr. Wilmore stated that training will also be extended to iPhones in the future. AJ Watson, Director of Information Technology, stated that since MacArthur High School already has the student tech program in place, interested middle school students will also have the opportunity to continue and progress through the program during their high school career, having 7 years of on-the-job training in their portfolio when they leave high school.

Mr. Morlett, the schools' yearbook advisor, along with his yearbook students, shared about their new program, "Mac Minute", wherein students also have the opportunity for one hour each day to design, write, direct and produce news-worthy stories and events happening at their school and be able to share it with more people, staff, parents and the entire community. The students also presented a video to the board that they produced explaining the program in more detail. Mr. Morlett added that they are working on plans to add broadcasting opportunities in the near future as well.

ARCHITECT AND CONSTRUCTION MANAGER AT RISK UPDATE

Architect Matt Graves, of Architects in Partnership, presented an update on the Eisenhower Middle School and safe room construction projects as well as other miscellaneous projects around the district:

Multiple Safe Rooms – 7 saferoom projects closed out

Whittier Safe Room – projected substantial completion date is December 6, 2019 with ribbon cutting scheduled for December 18.

EMS – 60% complete, building climate control scheduled for end of January, projected substantial completion date is July 2, 2020.

Food Service Warehouse Freezer and Refrigerator Replacement – construction contract on today's agenda
MHS Fire Alarm Upgrade – final inspection and application for payment sent for approval

Central Middle School HVAC Repair – bid opening December 5, 2019.

Interim Superintendent Thomas informed the board that Crossland Construction would be happy to schedule another tour of the EMS construction project at the end of January or early February if board members would like to do so.

**Note: The order of the agenda was changed to allow board members to meet briefly in executive session earlier as Kent Jester had another commitment and had to leave the board meeting early.*

EXECUTIVE SESSION

Motion Passed: Motion to convene in executive session to discuss the following passed with a motion by Patty Neuwirth and a second by Kent Jester:

- The employing, promoting, or receiving resignation(s) of individual certified and support salaried personnel as listed on the Certified and Support Personnel Reports
- The employment of a new Superintendent of Schools

The time was 5:20 p.m. Roll call was:

Mary Bradley	Yes
Carla Clodfelter	Yes
Kelly Edwards	Yes
Kent Jester	Yes
Patty Neuwirth	Yes

Motion Passed: Motion to acknowledge return to open session passed with a motion by Kelly Edwards and a second by Mary Bradley. The time was 5:40 p.m. Roll call was:

Mary Bradley	Yes
Carla Clodfelter	Yes
Patty Neuwirth	Yes
Kelly Edwards	Yes

STATEMENT OF EXECUTIVE SESSION MINUTES

STATEMENT OF EXECUTIVE SESSION MINUTES

The Board of Education went into executive session at 5:20 p.m.

Members present included:

Carla Clodfelter, President
Patty Neuwirth, Vice-President
Kelly Edwards
Mary Bradley
Kent Jester, who left at 5:40 p.m.

Others present included:

Chuck Wade, LPS School Attorney

Items discussed included:

- The employing, promoting, or receiving resignation(s) of individual certified and support salaried personnel as listed on the Certified and Support Personnel Reports
- The employment of a new Superintendent of Schools

During the executive session, the board discussed these items and no other items, and no action was taken. The board returned to open session at 5:40 p.m.

This constitutes the minutes of the executive session.

Board members resumed back to the order of the agenda.

DEPARTMENTAL REPORTS

Rick Owens, Executive Director of Secondary Education, acting on behalf of Dr. Ken Baden who was out ill, presented the proposed revisions to the LPS 2019-2020 school calendar, noting the following changes:

- **January 3, 2020** - extending the winter break through January 3, 2020, changing it from a “Professional/In-Service” day
- **May 8, 2020** - changing the “No School” day for everyone to a Professional/In-Service day (basically switching the two dates).

He also presented the board with an additional calendar for approval, noting the one presented in the agenda had an error regarding May 8, 2020. (*See Exhibit A*)

He shared that one of the advantages to the change for May 8, 2020 to a Professional/In-Service day is that AP Testing will be given that date and now teachers will also be available to assist if needed. Also, he added that there is a large amount of employee absences whenever a Professional/In-service day is planned for the first day back from a break on a Friday, as January 3, 2020 is. He shared that in 2018 with the same scenario, there were 195 employee absences, with an average day having between 100-135. This also provides military families and others more time to return from their travels.

Motion Passed: Approval of the changes to the LPS 2019-2020 school calendar as presented passed with a motion by Patty Neuwirth and a second by Kelly Edwards. Roll call was:

Mary Bradley	Yes
Carla Clodfelter	Yes
Patty Neuwirth	Yes
Kelly Edwards	Yes

As an information item, **Joan Gabelmann, Director of Accountability and Assessment**, presented the Fall 2019 Cohort Dropout Report, noting changes in law, ESSA (Every Student Succeeds Act) regulations, and that students are now tracked via cohort (cumulative high school experience) and not just by grade/class, which should provide a better and more reliable picture of school dropout/completion rates. She stated that students who begin an academic program together are members of a particular cohort, although they may not end the program at the same time. She shared 4-year dropout data for each LPS high school and 3-year drop out trends for LPS middle schools. She assured the board that teachers and administration are working with students and parents to lower the cohort dropout rates and to help meet students where they are in their academic journey, so LPS students are successful and graduate with their cohort.

Jean Hastings, Executive Director of Human Resources, presented proposed revisions to the 2019-2020 Vocational Agriculture and Vocational Education Salary Schedules, noting the changes reflect a recent pay raise from Career Tech in the amount of \$200 provided for each group.

Motion Passed: Approval of the change to both salary schedules passed with a motion by Patty Neuwirth and a second by Kelly Edwards. Roll call was:

Mary Bradley	Yes
Carla Clodfelter	Yes
Patty Neuwirth	Yes
Kelly Edwards	Yes

Lance Gibbs, Interim Comptroller, presented a proposed 10% pay increase for extra duty pay, affecting 423 employees, retroactive to July 1, 2019, at an approximate cost to the district of \$335,649.40. He noted that the last extra duty pay raise was given by the district in 2015-2016 at 8%. He also proposed the three following new extra duty lines for approval, noting that no extra duty pay raises will be received for the extra duty positions that were created in FY20:

- School Broadcast Advisors
- Site Tech Repair Advisor (pilot)
- EL Program Assistant

Motion Passed: Approval of the extra duty pay increase and new extra duty lines passed with a motion by Kelly Edwards and a second by Patty Neuwirth. Roll call was:

Mary Bradley	Yes
Carla Clodfelter	Yes
Patty Neuwirth	Yes
Kelly Edwards	Yes

REPORT OF THE SUPERINTENDENT

Interim Superintendent Dr. Tom Thomas presented an update on the City of Lawton (TIF) Tax Increment Finance Proposal (STEDI - Skills, Training, Education, Development and Investment Project Plan), noting it would provide infrastructure construction assistance to promote industrial development within the west-side industrial park and at the Lawton-Fort Sill Airport. The plan would divert ad valorem funding away from schools, the county and the county health department to fund these projects for 25 years, however the new revised plan would provide a 25% net benefit gain to all taxing entities plus a 10% fund for STEM education. He noted that the Mayor is also going to try to add another 10% to it for K-12 schools with a net benefit. He shared with the board that his plan remains to vote “no” on the first plan, but “yes” on the new revised plan, unless the board directs him otherwise. The board agreed with his standing on the matter.

Dr. Thomas recommended the appointment of **Interim Comptroller and Assistant Treasurer Lance Gibbs as Treasurer for the remainder of FY20**, due to the recent departure of the district’s Chief Operating Officer.

Motion Passed: Approval to appoint **Lance Gibbs as Treasurer of the District** passed with a motion by Patty Neuwirth and a second by Kelly Edwards. Roll call was:

Mary Bradley	Yes
Carla Clodfelter	Yes
Patty Neuwirth	Yes

Kelly Edwards Yes

SUPERINTENDENT'S ANNOUNCEMENT(S)

- LPS Transition Program hosted their annual Thanksgiving luncheon at VFW Post 5263, their way to show appreciation to the community volunteers and businesses that help the program throughout the year.
- MHS students have a new cooking club after a science teacher realized that some of her students didn't know anything about cooking, or recipes, or basic ingredients. After they got principal approval, the club was formed. Although just a month since they started, there is already 15 students signed up.

CONSENT AGENDA

Patty Neuwirth requested the removal of Item 8.g.1., Applications For Sanctioning Of Parent Organizations And Booster Clubs, for separate consideration. She is involved in the review and auditing of the applications and does not wish to participate in the approval of such applications.

Interim Superintendent Dr. Tom Thomas requesting a change on the RCJ Construction, Inc contract, for the MHS HVAC renovation project to be funded by the 2015 Sales Tax Fund (26) and not the 2017 Bond Fund (33), as noted in the agenda.

Motion Passed: Approval of the balance of the consent agenda with the noted changes by Dr. Thomas passed with a motion by Patty Neuwirth and a second by Carla Clodfelter. Roll call was:

Mary Bradley	Yes
Carla Clodfelter	Yes
Patty Neuwirth	Yes
Kelly Edwards	Yes

Motion Passed: Approval of Item 8.g.1. passed with a motion by Carla Clodfelter and a second by Kelly Edwards. Roll call was:

Mary Bradley	Yes
Kelly Edwards	Yes
Patty Neuwirth	Abstain
Carla Clodfelter	Yes

Dr. Thomas made note of the updated Treasurer's Reports in the agenda, with the end of year balances for FY18 and FY19.

SUPERINTENDENT'S PERSONNEL REPORT / ITEMS DISCUSSED IN EXECUTIVE SESSION

The board convened in executive session earlier in the meeting to accommodate the early departure of Kent Jester.

Motion Passed: Approval of the Certified and Support Personnel Reports passed with a motion by Mary Bradley and a second by Kelly Edwards. Roll call was:

Mary Bradley	Yes
Kelly Edwards	Yes
Patty Neuwirth	Yes
Carla Clodfelter	Yes

There was no discussion regarding the employment of a new Superintendent of Schools.

NEW BUSINESS

There was no new business.

FUTURE BOARD MEETING DATES

The next regular board meeting date is Monday, December 9, 2019, at 5:00 p.m., in the Shoemaker Center Auditorium. A special board meeting date was set for Thursday, December 5, 4:00 p.m., at the Great Plains Technology Center, Business Development Center, 1601 Park Ridge Boulevard, Lawton, OK, for interviews for Superintendent.

BOARD ANNOUNCEMENTS

There were no board announcements.

ADJOURNMENT

Motion Passed: Motion to adjourn the meeting passed with a motion by Kelly Edwards and a second by Patty Neuwirth. The time was 6:00 p.m. Roll call was:

Mary Bradley	Yes
Kelly Edwards	Yes
Patty Neuwirth	Yes
Carla Clodfelter	Yes

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 ____ day of ____, 2019.

School Seal:

Kathy Bentley, Clerk of the Board

Denise Duffy, Minutes Clerk

Carla Clodfelter, President

2019-2020 Calendar

REVISED 11-21-19

- JULY -

1	2	3	4	5	6
7	8	9	10	11	12
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- AUGUST -

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- SEPTEMBER -

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- OCTOBER -

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- NOVEMBER -

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- DECEMBER -

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Thurs	July 4	Independence Day Observed
Wed	Aug. 7	Professional Day/In-service
Thurs	Aug. 8	Professional Day/In-service
Fri	Aug. 9	First Day of School
Fri	Aug. 30	Professional Day/In-service
Mon	Sept. 2	Labor Day
Fri	Sept. 20	End of 1st 6-Week Period
Fri	Oct. 11	Professional Day/In-service
Mon	Oct. 14	Parent/Teacher Conference - 4-7 pm
Tue	Oct. 15	Parent/Teacher Conference - 4-7 pm
Wed	Oct. 16	Fall Break
Thurs	Oct. 17	Fall Break
Fri	Oct. 18	Fall Break
Fri	Nov. 1	End of 2nd 6-Week Period
Mon	Nov. 11	Veteran's Day Observed
Wed-Fri	Nov. 27-29	Thanksgiving Holiday
Wed	Dec. 18	End of 3rd 6-Week Period/1st Semester
Thurs-Fri	Dec. 19-Jan. 3	Winter Break
Mon	Jan. 20	Martin Luther King, Jr. Day
Fri	Feb. 14	End of 4th 6-Week Period
Mon	Feb. 17	President's Day
Fri	Mar. 13	Professional Day/In-service
Mon-Fri	Mar. 16-20	Spring Break
Tue	Mar. 24	Parent/Teacher Conference - 4-7 pm
Thurs	Mar. 26	Parent/Teacher Conference - 4-7 pm
Fri	Apr. 3	End of 5th 6-Week Period
Fri	Apr. 10	No School
Mon	Apr. 13	No School
Fri	Apr. 24	Professional Day/In-service
Fri	May 1	No School
Fri	May 8	Professional Day/In-service
Thurs	May 21	Last day of school for students
Fri	May 22	Professional Day/In-service
		End of 6th 6-Week Period
Mon	May 25	Memorial Day

- First and Last Day of School
- Holiday - No School
- Professional Day/In-service - No School
- No School
- { } Parent/Teacher Conference - After School
- End of Grading Period

- JANUARY -

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- FEBRUARY -

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- MARCH -

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- APRIL -

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- MAY -

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- JUNE -

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89 SCHOOL DAYS

91 SCHOOL DAYS



**Minutes of the Lawton Public Schools
Board of Education Special Meeting
Held on Thursday, December 5, 2019**

The Board of Education of Independent School District I-8, Comanche County, Oklahoma, met on Thursday, December 5, 2019 at 4:00 PM, in the conference room at the Great Plains Technology Center Business Development Center, 1601 Park Ridge Boulevard, Lawton, Oklahoma.

CALL TO ORDER AND ROLL CALL

Carla Clodfelter, President, called the meeting to order. Roll call indicated the following board members were present:

Carla Clodfelter, President
Patty Neuwirth, Vice-President
Kelly Edwards
Mary Bradley
Kent Jester

*Col. Don King, Ex-Officio, was absent

Motion Passed: Motion to take a short recess to have dinner passed with a motion by Kent Jester and a second by Patty Neuwirth. The time was 4:01 p.m. Roll call was:

Patty Neuwirth	Yes
Kelly Edwards	Yes
Mary Bradley	Yes
Kent Jester	Yes
Carla Clodfelter	Yes

EXECUTIVE SESSION

Motion Passed: Motion to reconvene from recess and convene in executive session for the second round interviews for the position of Superintendent of Schools passed with a motion by Kent Jester and a second by Patty Neuwirth. The time was 4:30 p.m. Roll call was:

Patty Neuwirth	Yes
Kelly Edwards	Yes
Mary Bradley	Yes
Kent Jester	Yes
Carla Clodfelter	Yes

Motion Passed: Motion to acknowledge return to open session passed with a motion by Kent Jester and a second by Patty Neuwirth. The time was 7:50 p.m. Roll call was:

Kelly Edwards	Yes
Mary Bradley	Yes
Patty Neuwirth	Yes
Kent Jester	Yes
Carla Clodfelter	Yes

STATEMENT OF EXECUTIVE SESSION MINUTES

STATEMENT OF EXECUTIVE SESSION MINUTES

The Board of Education went into executive session at 4:30 p.m. for second round interviews for the position of Superintendent of Schools.

Members present included:

Carla Clodfelter, President
Patty Neuwirth, Vice-President
Kelly Edwards
Mary Bradley
Kent Jester

During the executive session, the board discussed this item and no other items, and no action was taken. The board returned to open session at 7:50 p.m.

This constitutes the minutes of the executive session.

BOARD ANNOUNCEMENTS

There were no board announcements.

ADJOURNMENT

Motion Passed: Motion to adjourn the meeting passed with a motion by Kelly Edwards and a second by Mary Bradley. The time was 7:52 p.m. Roll call was:

Patty Neuwirth	Yes
Kent Jester	Yes
Mary Bradley	Yes
Carla Clodfelter	Yes
Kelly Edwards	Yes

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 ____ day of _____, 2019.

School Seal:

Kathy Bentley, Clerk of the Board

Denise Duffy, Minutes Clerk

Carla Clodfelter, President



**Minutes of the Lawton Public Schools
Board of Education Regular Meeting
Held on Monday, December 9, 2019**

The Board of Education of Independent School District I-8, Comanche County, Oklahoma, met on Monday, December 9, 2019 at 5:00 PM in Shoemaker Center Auditorium, 753 NW Fort Sill Blvd, Lawton, Oklahoma.

CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL

Carla Clodfelter, President, called the meeting to order. Roll call indicated the following board members were present:

Carla Clodfelter, President
Patty Neuwirth, Vice-President
Kelly Edwards
Mary Bradley
Kent Jester

Col. Don King, Ex-Officio, was absent

SPECIAL GUESTS/SPECIAL RECOGNITION

The district's FFA Instructors, Lindsey Hoerbert of EHS, Chris Conway of MHS, Courtney Miller of LHS presented the board with results of the Lawton FFA team's recent trip to the National FFA Convention in Indianapolis, IN. Several of their students shared of their experience in the program. FFA Instructor, Heaven Kern of LHS, was unable to attend.

National FFA Convention Results for Lawton FFA:

Agricultural Communications:

Team Members: Gabby Barber (EHS/ OSU), Colby Gilpen (MHS), Elizabeth Kopsky (MHS), Tiffani Snow (MHS/OSU)

Gold Emblem National Team

Colby Gilpen: 11th High Individual (\$400 cash), High Individual in Web Design & Gold Emblem Individual
Gabby Barber: High Individual in Communications Quiz (a perfect score, first time ever for that to happen), Silver Emblem Individual
Elizabeth Kopsky: Gold Emblem Individual
Tiffani Snow: Silver Emblem Individual

Food Science and Technology:

Team Members: Madison Muller (EHS), Kyla Wallace (EHS), Hailey Barnes (MHS), Alexia Barnes (MHS)

Bronze Emblem National Team

Madison Muller: Silver Emblem Individual
Kyla Wallace: Bronze Emblem Individual
Hailey Barnes: Bronze Emblem Individual
Alexia Barnes: Bronze Emblem Individual

Agriscience Fair:

Animal Science Division 1:

Madison Muller (EHS) - 6th Overall for the Division, Silver Emblem Individual

Agricultural Communication Proficiency Award Area:

Gabby Barber (EHS/ OSU) - National Champion (\$1000 cash)

She also noted that Lawton FFA is a 3 Star National Gold Emblem Chapter, the top 180 chapters in the country!

Superintendent of the Great Plains Technology Center, Clarence Fortney, presented the board with an update on two of their successful programs embedded at all three LPS high schools, the Introduction to Engineering Design and Principles of Engineering (count as an elective), noting the program began at MHS for the 2013-2014 school year. He added that 60% of GPTC students come from LPS, with 156 currently from LHS, 108 from EHS, and 90 students from MHS, a total of 354 students currently enrolled on their campus. He noted they invest \$212,700 in the program annually and thanked the board for the opportunity to come share about the program and for the continued collaboration to help provide an opportunity for LPS students. He provided a handout with more details of the program. *(See Exhibit A)*

ARCHITECT AND CONSTRUCTION MANAGER AT RISK UPDATE

Architect Cory Miller of Architects in Partnership was unable to attend the meeting. Joshua Jacox of the Crossland Construction Company gave an update on the Eisenhower Middle School construction project as well as the Whittier Elementary safe room and multiple safe room projects. *(See Exhibit B)*

DEPARTMENTAL REPORTS

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

As an information item, **Interim Comptroller, Lance Gibbs**, provided the board with an update regarding a recent DoDEA FY2018 audit performed on its grants, resulting in the identification of compliance issues related to expenditures for salaries and wages, with it reported as the “lack of proper time and effort documentation”. He noted that although “time and effort” documentation was kept, it was not in compliance and did not meet federal grant/DoDEA requirements. He stated that payments of \$40,165.27 for Middle Schools, \$35,789.35 for High Schools, and \$30,343.07 for Elementary Schools will be returned back to DoDEA. The funds will be applied back into the grant and will be spent appropriately. He added that the district’s new Grants Director, Diana Landoll, has been in communication and training with DoDEA in Houston, TX, and has ensured that the district is now in compliance and will be going forward. He added that no services were taken from students and that students received services as intended during that time period.

As an information item, **Director of Elementary Education, Karen Cooksey**, on behalf of the Educational Services team, shared an overview of the recently released 2019 State School Report Card results for Lawton Public Schools. Her report included what was measured on the report card, and what the district plans to do with the results. She also provided handouts that included LPS elementary, middle school, and high school report card grades per site and information on the percentage of schools scoring letter grades for 2018-2019 and the overall report card grades for area schools in Comanche County Schools. *(See Exhibit C)*

In summary, LPS grades were:

Elementary: 8 B's, 7 C's, 2 D's
Middle School: 3 B's, 1 C
High School: 2 C's 1 D

REPORT OF THE INTERIM SUPERINTENDENT

There was no report from the Interim Superintendent.

SUPERINTENDENT'S ANNOUNCEMENT(S)

- LPS held a district-wide art show at the Lawton Fort Sill Art Council building at 17th & Ferris. Students from all 3 high schools, the 4 middle schools and Ridgecrest Elementary submitted their best visual arts works to be featured in the show. Thank you to Tomlinson Middle School art teacher Theresa Riemer for putting the show together.
- Thank you to the LPS Foundation for awarding over \$ 90,000 in grants to our teachers this year.
- Whittier Elementary safe-room ribbon cutting will be held Wednesday, December 18, 10:00 a.m.
- Reminder of the LPS calendar change wherein students and staff will now return from winter break Monday, January 6, 2020, instead of Friday, January, 3, 2020.

CONSENT AGENDA

Patty Neuwirth requested that Item 8.g.1., Applications for Sanctioning of Parent Organizations and Booster Clubs, be pulled for separate action. Ms. Neuwirth is involved in the review and auditing of the applications and does not wish to participate in the approval of such applications.

Motion Passed: Approval of the balance of the consent agenda passed with a motion by Patty Neuwirth and a second by Kelly Edwards. Roll call was:

Mary Bradley	Yes
Carla Clodfelter	Yes
Patty Neuwirth	Yes
Kelly Edwards	Yes
Kent Jester	Yes

Motion Passed: Approval of Item 8.g.1., Applications for Sanctioning of Parent Organizations and Booster Clubs, passed with a motion by Kelly Edwards and a second by Kent Jester. Roll call was:

Mary Bradley	Yes
Carla Clodfelter	Yes
Patty Neuwirth	Abstain
Kelly Edwards	Yes
Kent Jester	Yes

EXECUTIVE SESSION

Motion Passed: Motion to convene in executive session to discuss the following passed with a motion by Mary Bradley and a second by Kent Jester:

- The employing, promoting, or receiving resignation(s) of individual certified and support salaried personnel as listed on the Certified and Support Personnel Reports
- The terms of contract concerning a specific individual to serve as Superintendent of Schools

The time was 5:50 p.m. Roll call was:

Mary Bradley	Yes
Carla Clodfelter	Yes
Patty Neuwirth	Yes
Kelly Edwards	Yes
Kent Jester	Yes

Motion Passed: Motion to return to open session passed with a motion by Patty Neuwirth and a second by Kelly Edwards. The time was 6:05 p.m. Roll call was:

Mary Bradley	Yes
Carla Clodfelter	Yes
Patty Neuwirth	Yes
Kelly Edwards	Yes
Kent Jester	Yes

STATEMENT OF EXECUTIVE SESSION MINUTES

The Board of Education went into executive session at 5:50 p.m.
Members present included:

Carla Clodfelter, President
Patty Neuwirth, Vice-President
Kelly Edwards
Mary Bradley
Kent Jester

Others present were:

Dr. Tom Thomas, Interim Superintendent
Dr. Ken Baden, Interim Chief Operating Officer
Chuck Wade, LPS School Attorney
Lynn Cordes, Executive Director of Communications

Items discussed included:

- The employing, promoting, or receiving resignations of individual certified and support salaried personnel as listed on the Certified and Support Personnel Reports
- The terms of contract concerning a specific individual to serve as Superintendent of Schools

During the executive session, the board discussed these items and no other items, and no action was taken. The board returned to open session at 6:05 p.m.

This constitutes the minutes of the executive session.

SUPERINTENDENT'S PERSONNEL REPORT / ITEMS DISCUSSED IN EXECUTIVE SESSION

Motion Passed: Approval of the Certified and Support Personnel Reports passed with a motion by Patty Neuwirth and a second by Kent Jester. Roll call was:

Mary Bradley	Yes

Carla Clodfelter	Yes
Patty Neuwirth	Yes
Kelly Edwards	Yes
Kent Jester	Yes

Motion Passed: Approval of the contract for the employment of Kevin Hime as Superintendent of Lawton Public Schools passed with a motion by Kent Jester and a second by Patty Neuwirth. Roll call was:

Mary Bradley	Yes
Carla Clodfelter	Yes
Patty Neuwirth	Yes
Kelly Edwards	Yes
Kent Jester	Yes

Motion Passed: Approval of an addendum to the contract to allow Superintendent Hime to work with staff prior to July 1, 2020 passed with a motion by Mary Bradley and a second by Kelly Edwards. Roll call was:

Mary Bradley	Yes
Carla Clodfelter	Yes
Patty Neuwirth	Yes
Kelly Edwards	Yes
Kent Jester	Yes

On behalf of the board, Kelly Edwards provided a statement thanking everyone for participating in the search for the new Superintendent, whether it was by participating in the climate survey last year and/or attending one of the community forums. She added that the board was unanimous in the selection of Mr. Hime and that they are truly excited to bring him to Lawton. She also thanked Dr. Baden and Dr. Thomas for leading the district during the transition time. Mr. Hime is scheduled to do a press conference with the local media Wednesday, December 11, 2019, 9:00 a.m. and will also tour the Shoemaker and Media Centers to meet and greet with staff members.

NEW BUSINESS

There was no new business.

FUTURE BOARD MEETING DATES

The next regular board meeting date is Thursday, January 16, 2020, at 5:00 p.m., in the Shoemaker Center Auditorium. Dr. Thomas stated that the special board meeting previously discussed for December 17, 2019 for the purpose of discussion of a contract for the new Superintendent will no longer be necessary.

BOARD ANNOUNCEMENTS

Mr. Jester introduced the new incoming Board Member to replace him in April for Area 5, Zeldon Rice, also a former LPS employee.

ADJOURNMENT

Motion Passed: Motion to adjourn the meeting passed with a motion by Kent Jester and a second by Kelly Edwards. The time was 6:15 p.m. Roll call was:

Mary Bradley	Yes
Carla Clodfelter	Yes
Patty Neuwirth	Yes
Kelly Edwards	Yes
Kent Jester	Yes

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 ____ day of _____, 2019.

School Seal:

Kathy Bentley, Clerk of the Board

Denise Duffy, Minutes Clerk

Carla Clodfelter, President

GREAT PLAINS

Technology Center

OFF-SITE PROGRAMS

BY THE NUMBERS

Great Plains Technology Center off site training programs are located @LPS

Programs Offered:

2



Programs began in 2013-14 at one site

Introduction to Engineering Design
Principles of Engineering

185 students currently
enrolled in GPTC programs
@LPS sites



33,300
of hours of instruction
students @LPS sites will
receive this year!



44 current students enrolled at GPTC
Engineering Academy -Lawton Campus,
attended a class at LPS

93% of current
GPTC Engineering
students from LPS
started in an off-site
program

922 students since
program started

LHS - 355
MHS - 286
EHS - 281



14 students in other
GPTC programs
started in an LPS site



\$212,700 annual budget

\$45,000
operational budget

More than **\$50,000**
of equipment purchases
for LPS sites



6 VEX Robotics
teams from LPS sites

185 TSA (Technology
Student Association)

100% participation

Exhibit A



CROSSLAND CONSTRUCTION COMPANY, INC.

STATUS REPORT

December 9, 2019

Eisenhower Middle School

Published Monthly

Executive Summary		Financial Status	Safety	Construction Schedule
Project Highlights - Windows are being installed on the 1st floor of Area C. - Drywall installation on 2nd floor (Area C). - Mud / Tape / Texture walls in 1st floor classrooms (Area B). - Interior wall framing completed on classrooms. - Installing Chillers and Air Handling Units - Painting 1st floor classrooms (Area C)		GMP \$37,973,519 Owner Change Orders 7 Contract Amount \$37,936,500 Original Contingency \$986,050 Current Contingency \$704,438	Hours worked since Lost Time 3,703,292 Days Without Lost Time 559 Hours Without an Accident 334,505 Previous Record Without Lost Time 1578 Days	Overall Start 9/17/2018 Completion 8/25/2020 * Overall behind schedule 17 days
Targeted Milestone Dates		Percent Complete (Dollars)	Weather Days	Notes
- Start HVAC system 01/31/2020 - Classroom punch 04/01/2020 - Gym and lockers (2nd) 05/01/2020 - Auditorium (final) 06/01/2020 - Substantial Completion 07/02/2020		Current GMP \$ 37,973,519.00 Billed to Date \$ 23,133,971.47 Percent Complete 61%	2018 24 2019 49 Dec-19 0 Total Job 73	Upcoming work - Window install on 2nd floor (Area B) - Curb / Gutter and Asphalt Paving on East Parking lot - Painting on 1st floor classrooms (Area B) - Mud / Tape 2nd floor classrooms (Area C) 2nd floor windows (Area B)
Project Photos		Project Photos	Project Photos	Project Photos

CROSSLAND

CONSTRUCTION COMPANY, INC.

408 NE 145th Place
Oklahoma City, OK 73013
tel 405.748.5043
fax 405.748.7214

To: LPS Board

Subject: School update

1. Whittier Safe Room (90%)
 - a. Building Final this week
 - b. Punch list, Friday 13 Dec 2019
 - c. TCO next week
 - d. Moving portable classrooms
 - i. 19 Dec 2019 – full portables staying on site
 1. Finish earthwork, gas piping, and sidewalks.
 - ii. 21 Dec 2019 – begin movement of portables off site.
2. Multiple Safe Room (100%)
 - a. Edison CO (waiting on FEMA approval).
3. Eisenhower Middle School (61%)
 - a. Current work on exterior:
 - i. Light pole bases on east side
 - ii. Base rock for parking and bus loop
 - iii. Natural Gas line and meter installation (Center Point Energy)
 - iv. Foundation for Mechanical wall
 - b. Current work on interior:
 - i. Finishing up Steel on Admin office and Entry Canopy
 - ii. Installing sheetrock on 2nd floor Area C classrooms.
 - iii. Mud/Tape walls on 1st floor Area B classrooms.
 - iv. Painting 1st floor Area C classrooms.
 - v. Stone / Brick / EIFS Veneer installation
 - vi. Window placement on 1st floor Area B and C.
 - vii. AHU and Chiller placement
 - c. Upcoming work:
 - i. Curb / Gutter and Asphalt Paving
 - ii. Mud/Tape 2nd floor Area C
 - iii. Paint 1st floor Area B.
 - iv. HVAC Unit turn-on
 - v. Millwork installation
 - vi. Window installation on 2nd floor Area B



CROSSLAND

CONSTRUCTION COMPANY, INC.

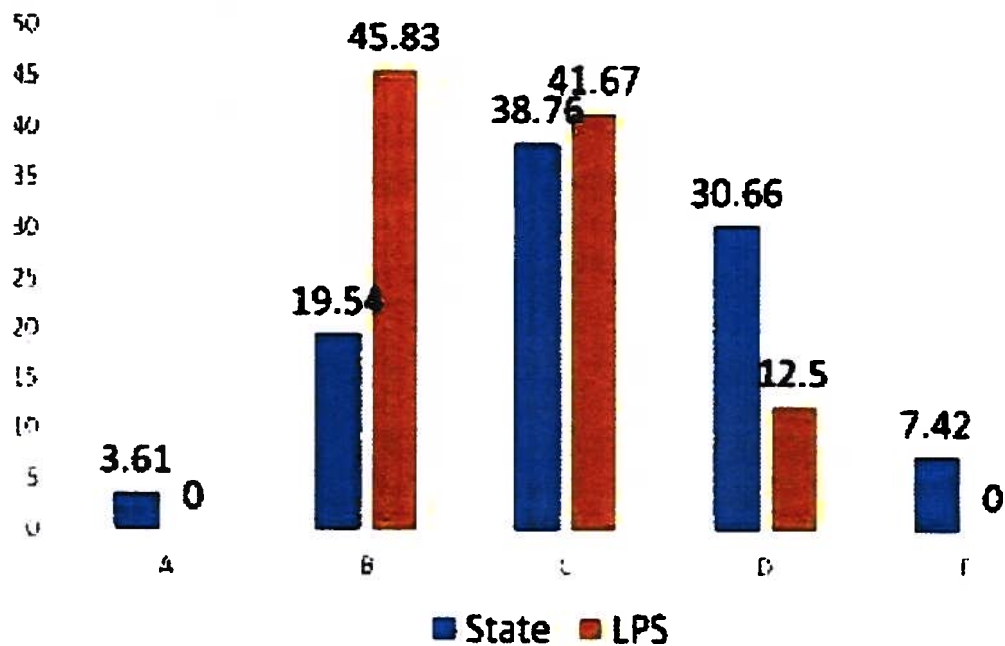
408 NE 145th Place
Oklahoma City, OK 73013
tel 405.748.5043
fax 405.748.7214

Should any questions arise regarding this letter, please contact me at (405) 748-5043 or by e-mail at jjacox@crossland.com.

Sincerely,

Joshua Jacox
Project Manager
Crossland Construction
(405) 748-5043
jjacox@crossland.com

Percent of Schools Scoring Letter Grade SY 2018-9



SY 2018-9 Report Grade Scores

	State #	State %	LPS #	LPS %
A	54	3.61%	0	0.00%
B	292	19.54%	11	45.83%
C	579	38.76%	10	41.67%
D	458	30.66%	3	12.50%
F	111	7.43%	0	0.00%
	1,494		24	

Exhibit C

Latest School Report Cards Reveal One-Third Require 'Heavy Focus'

by [Jennifer Palmer](#)
November 26, 2019

A third of schools across the state dropped one letter grade on report cards released Monday by the state Board of Education. The report cards for the 2018-19 school year show about half of Oklahoma schools remained steady and 15% improved.

Oklahoma's top education official said the 33% of schools that dropped a letter will be "a place of heavy focus" for her department. Joy Hofmeister, state superintendent of public instruction, encouraged leaders at those schools to ensure they are teaching students based on the science of reading, and using benchmarking tools that align to state standards.

"We can't continue to do things the way we used to. We have high expectations now," Hofmeister said. Achieving high marks on the cards gets tougher each year and schools had to demonstrate improvement just to keep their prior grade. In all, 54 schools received an overall grade of A, 292 schools received a B, 579 schools a C, 458 schools a D, and 111 schools an F.

The report cards assess all schools on academic achievement, chronic absenteeism and progress of English language learners; elementary schools also are graded on growth, and high schools receive additional marks for postsecondary opportunities and graduation.

The report cards, as well as the academic standards being measured, have undergone a complete overhaul under the direction of Hofmeister. The first iteration of the report cards was released in February for the 2017-18 school year. Academic achievement declined in all tested grades in 2018-19.

There were several bright spots. The state's four-year adjusted cohort graduation rate improved to 83.6%, from 82.9%. Gains were made in postsecondary opportunities. Also, academic growth improved for students in third through eighth grades. "In any system built on continuous improvement... individual student growth is the first sign of success moving forward. These gains indicate we are laying the foundation for future gains at the school, district and state level," Hofmeister said. The report cards can be found at www.oklaschools.com.

Schools (Comanche County)	Overall Report Card Grade 2019
Bishop	B
Cache 5/6	C
Cache Intermediate	D
Cache Middle	C
Cache High	C
Chattanooga ES	D
Chattanooga High	C
Elgin ES	C
Elgin Middle	B
Elgin High	C
Fletcher ES	C
Fletcher Middle	D
Fletcher High	D
Flower Mound	A
Geronimo ES	B
Geronimo Middle	B
Geronimo High	C
Indianoma ES	C
Indianoma High	C
Sterling ES	B
Sterling High	C

Not all schools had enough students to count for each category. For example, schools that did not have 10 students identified as EL did not get a grade in the ELPA Progress

Lawton Public Schools Summary	
Elementary Schools	
8 B's	
7 C's	
2 D's	
Middle Schools	
3 B's	
1 C	
High Schools	
2 C's	
1 D	

Revised 11/25/2019

Lawton Public Schools
Lawton, Oklahoma

Administrative Services Division
Purchasing Department

PURCHASING SECTION

January 16, 2020

- I. Request permission to increase, issue purchase orders, and to make related encumbrances.
- II. Gasoline Tabulation.
- III. Encumbrance Approval/Partial Payment.

Lawton Public Schools
Lawton, Oklahoma

Administrative Services Division
Purchasing Department

Request to Increase Purchase Orders

January 16, 2020

Request permission to increase the following purchase orders:

Branstetter Financial Consulting	Shoemaker - Gibbs	#20003265
\$40,000.00 to \$75,000.00	Acct. #0-11-101	

An increase on standing purchase order of \$35,000.00 is needed. (See attached letter).

Amazon	Eisenhower Middle - B. Mattingly	#20003309
\$85.98 to \$629.97	Acct. #0-11-102	

An increase on purchase order of \$543.99 is needed. (See attached letter).

01/07/2020

Sheila Relf
Board of Education

I am requesting a Purchase Order Increase on PO number 20003265.
The Vendor is Branstetter Financial Consulting. I am requesting that we increase the PO amount to \$75,000 through 06/30/2020. This will allow us to utilize these services to complete needed accounting corrections from June 2018 to present and train current staff.



1/7/2020

Lance Gibbs
Interim Comptroller
Treasurer

Nancy McQuaide

From: Beverly Mattingly
Sent: Tuesday, December 10, 2019 7:39 AM
To: Nancy McQuaide
Subject: Increase to PO at EMS

Ms. McQuaide,

We ordered charging stations on PO 20003309. The stations did not fit our Chromebooks. We re-ordered charging stations that would work and ordered more of them. The price increase was \$543.99. Thank you.

Beverly

Lawton Public Schools
Lawton, Oklahoma

Administrative Services Division
Purchasing Department

Request to Issue Purchase Orders and Make Related Encumbrances

January 16, 2020

Shoemaker - Baden
(Sales Tax) 0-26-183

AIP

Architects fees to draw up plans
and specs for HVAC renovation
at TMS gym.

\$41,000.00

Shoemaker - Baden
(Sales Tax) 0-26-183

AIP

Architects fees to draw up plans
and specs for HVAC renovation
at LHS gym and auditorium.

\$97,000.00

Shoemaker - Baden
(Bond Fund) 0-33-168

AIP

Architects fees to draw up plans
and specs for stadium wall repairs
at Ron Stephens.

\$23,200.00

Shoemaker - Baden
(Bond Fund) 0-32-174

AIP

Architects fees to draw up plans
and specs for roof repairs at the
following locations:

\$5,080.00	(MHS)
\$37,606.00	(Pat Henry)
\$9,500.00	(Woodland Hills)
\$11,426.00	(Fd Svc Warehouse)

Shoemaker - Donahue
(General Fund) 0-11-515

SEL Launchpad

Consultant fee for staff development
for LHS Title I.

\$18,000.00

Shoemaker - Donahue
(General Fund) 0-11-511

Piraino

Nine (9) Trutouch computers for Edison
Elem Title I. Sole Source.

\$11,241.00

Shoemaker - Landoll
(General Fund) 0-11-779

MAX Teaching Inc

Consultant fee and books for staff
development for MHS.

\$9,824.00

Shoemaker - Landoll
(General Fund) 0-11-777

Cengage Learning

Instructional books.

\$11,874.50

Shoemaker - McDermott
(General Fund) 0-11-118

Contract Paper Group

840 cartons of white copy paper.

\$23,041.20

Shoemaker - Watson
(General Fund) 0-11-107

Presidio Networked Solutions

FY20 standing purchase order for
professional services for the FY20
school year.

\$3,000.00

Eisenhower High - Martinez
(Bond Fund) 0-33-168

BSN Sports

Pole vault pit. Quotes taken.

\$14,890.00

Transportation - Koch
(General Fund) 0-11-110

Ross Transportation

Labor and materials to repair Bus A003
due to accident. Sole Source.

\$9,577.69

**LAWTON PUBLIC SCHOOLS
LAWTON, OKLAHOMA
ADMINISTRATIVE SERVICES DIVISION**

**DIESEL / GASOLINE TABULATION
ALL OR NONE**

Fuel Type:	Quantity Bid:
#2 Ultra Low Sulfur Diesel	4000
Unleaded Gasoline	4000
BID DATE:	DELIVERY DATE:
12/3/2019	12/3/2019

VENDOR	TIME/DATE	DIESEL	UNLEADED
Glenn Oil Lawton, OK	no response		
Clark Oil Co. Ada, OK			
Carey Johnson Oil Co. Lawton, Ok	12/3/19	\$ 1.9000	\$ 1.5800
Hooten Oil Co Seminole, Ok			

TABULATION OF ACCEPTED BID			
VENDOR SELECTED <u>Carey Johnson Oil Co.</u>			
FUEL	BID PRICE	GALLONS	TOTAL
DIESEL	\$ 1.9000	3989	\$7,579.10
UNLEADED	\$ 1.5800	4004	\$6,326.32
GRAND TOTAL			\$13,905.42

**LAWTON PUBLIC SCHOOLS
LAWTON, OKLAHOMA
ADMINISTRATIVE SERVICES DIVISION**

**DIESEL / GASOLINE TABULATION
ALL OR NONE**

Fuel Type:

Quantity Bid:

#2 Ultra Low Sulfur Diesel

7500

Unleaded Gasoline

BID DATE:

DELIVERY DATE:

12/13/2019

12/13/2019

VENDOR	TIME/DATE	DIESEL	UNLEADED
Glenn Oil Lawton, OK	no response		
Clark Oil Co. Ada, OK			
Carey Johnson Oil Co. Lawton, Ok	12/13/19	\$ 1.9400	
Hooten Oil Co Seminole, Ok			

TABULATION OF ACCEPTED BID			
VENDOR SELECTED - <u>Carey Johnson Oil Co.</u>			
FUEL	BID PRICE	GALLONS	TOTAL
DIESEL	\$ 1.9400	7401	\$14,357.94
UNLEADED			
GRAND TOTAL			\$14,357.94

BEGINNING DATE: 12/9/2019
ENDING DATE: 1/9/2020

**LAWTON PUBLIC SCHOOLS
PURCHASE ORDER ENCUMBRANCE LIST**

PAGE 1

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
FUND 11 GENERAL FUNDS						
PROJECT 101 ADMINISTRATIVE SERVICES						
SITE 350 SUPERINTENDENT_TOM THOMAS						
1	STATE TRAVEL/FY20 STAND/BD APVD 6-27-19	12/12/19	HIME KEVIN	0-11-101-52321-582-000-0000-000-350	2,500.00	20003931
1	SOLE SOURCE/13" MACBOOK PRO WITH TOUCH BAR	12/12/19	APPLE INC	0-11-101-52321-653-000-0000-000-350	1,899.00	20003932
5	REG/NSBA ANNUAL CONF & EXPO/APR 4-6, 2020/NAMES PER ATTACHED	01/08/20	NATIONAL SCHOOL BOARDS ASSOCIATION	0-11-101-52319-860-000-0000-000-350	4,675.00	20003964
1	PRE-CONF WORKSHOPS PER ATTACHED	01/08/20	NATIONAL SCHOOL BOARDS ASSOCIATION	0-11-101-52319-860-000-0000-000-350	1,650.00	20003964
5	PO PROCESSING FEE	01/08/20		0-11-101-52319-810-000-0000-000-350	75.00	20003964
SITE Total 350 SUPERINTENDENT_TOM					10,799.00	
SITE 352 COMMUNICATIONS_LYNN CORDES						
1	QUOTES/DATA TRANSMITTER RECEIVER KIT	01/08/20	THOR FIBER INC	0-11-101-52560-652-000-0000-000-352	1,495.00	20003965
2	FIBER OPTIC JUMPER	01/08/20	THOR FIBER INC	0-11-101-52560-652-000-0000-000-352	70.00	20003965
2	FIBER OPTIC CONNECTOR	01/08/20	THOR FIBER INC	0-11-101-52560-652-000-0000-000-352	25.00	20003965
1	SHIPPING	01/08/20	THOR FIBER INC	0-11-101-52560-652-000-0000-000-352	28.00	20003965
1	EST EXP/ACTIVE SHOOTER FULL SCALE EXERCISE/EDMOND/1-8-2020	01/08/20	CORDES LYNN	0-11-101-52573-582-000-0000-000-352	94.30	20003975
SITE Total 352 COMMUNICATIONS_LYNN					1,712.30	
SITE 369 INTERIM COMPTROLLER_LANCE GIBBS						
1	VARIDUSK HEIGHT ADJ STANDING DESK PRO PLUS 36/BLACK	01/08/20	AMAZON.COM	0-11-101-52511-651-000-0000-000-369	395.00	20003963
SITE Total 369 INTERIM COMPTROLLER_LANCE					395.00	
PROJECT Total 101 ADMINISTRATIVE SERVICES					12,906.30	

BEGINNING DATE: 12/9/2019
ENDING DATE: 1/9/2020

**LAWTON PUBLIC SCHOOLS
PURCHASE ORDER ENCUMBRANCE LIST**

PAGE 2

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
PROJECT 102 INSTRUCTIONAL SERVICES						
SITE 545 EISENHOWER MIDDLE SCHOOL						
1	INSTRUCTIONAL KITS PER ATTACHED	12/12/19	LIONS CLUBS INTERNATIONAL FOUNDATION	0-11-102-51000-681-100-1050-000-545	775.00	20003936
SITE Total 545 EISENHOWER MIDDLE SCHOOL					775.00	
SITE 710 LAWTON SENIOR HIGH SCHOOL						
1	JAMF SOFTWARE LICENSE	12/12/19	JAMF SOFTWARE LLC	0-11-102-52220-653-000-0000-000-710	36.00	20003937
1	JAMF SOFTWARE LICENSE	12/12/19	JAMF SOFTWARE LLC	0-11-102-52410-653-000-0000-000-710	60.00	20003937
1	INFOCUS LAMP	12/12/19	NORTHSTAR AV LLC	0-11-102-51000-653-100-4100-000-710	109.00	20003938
1	INFOCUS LAMP	12/12/19	NORTHSTAR AV LLC	0-11-102-51000-653-100-4100-000-710	107.00	20003938
SITE Total 710 LAWTON SENIOR HIGH SCHOOL					312.00	
SITE 715 MACARTHUR SENIOR HIGH SCHOOL						
5	HEAVY DUTY SIGN HOLDER	12/12/19	AMAZON.COM	0-11-102-52410-619-000-0000-000-715	229.95	20003934
1	PROMISING PRACTICE STUDENT CHARACTER GROWTH AND GOALSETTING	12/12/19	CHARACTER EDUCATION PARTNERSHIP	0-11-102-52199-681-100-2745-000-715	100.00	20003935
1	SHIPPING	12/12/19	CHARACTER EDUCATION PARTNERSHIP	0-11-102-52199-681-100-2745-000-715	100.00	20003935
1	MATERIALS TO REPAIR FENCE ON BASEBALL FIELD PER ATTACHED	12/16/19	BIG BOBS	0-11-102-52630-618-805-0000-000-715	324.33	20003952
1	MATERIALS TO REPAIR BACKSTOP AND BLEACHERS ON BASEBALL FIELD PER ATTACHED	12/16/19	MID AMERICA LUMBER COMPANY	0-11-102-52630-618-805-0000-000-715	964.80	20003953
SITE Total 715 MACARTHUR SENIOR HIGH					1,719.08	
PROJECT Total 102 INSTRUCTIONAL SERVICES					2,806.08	
PROJECT 103 BUSINESS SERVICES						
SITE 355 PAYROLL_PAULA DIEHL						
1	FORMS PER ATTACHED	12/12/19	PEREGRINE CORP.	0-11-103-52511-611-000-0000-000-355	4,257.46	20003933
1	SHIPPING	12/12/19	PEREGRINE CORP.	0-11-103-52511-611-000-0000-000-355	84.20	20003933

BEGINNING DATE: 12/9/2019
ENDING DATE: 1/9/2020

**LAWTON PUBLIC SCHOOLS
PURCHASE ORDER ENCUMBRANCE LIST**

PAGE 3

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
SITE Total 355 PAYROLL_PAULA DIEHL					4,341.66	
PROJECT Total 103 BUSINESS SERVICES					4,341.66	
PROJECT 105 EDUCATIONAL SERVICES						
SITE 365 SECONDARY EDUC_RICK OWENS						
1	SOUNDS AND LIGHTING FOR GRADUATIONS/MAY 20-22, 2020	12/11/19	JOURNEY PRODUCTIONS INC	0-11-105-52490-441-000-0000-000-365	2,555.00	20003915
SITE Total 365 SECONDARY EDUC_RICK					2,555.00	
SITE 389 CAMPUS POLICE_DAVID HORNBECK						
2	2020 INSTITUTIONAL MEMBERSHIP	12/12/19	OKLAHOMA ASSOCIATION OF CHIEFS OF POLICE	0-11-105-52660-810-000-0000-000-389	180.00	20003939
1	SENTRY SAFE WATERPROOF FILE SAFE	12/18/19	LOWE'S HOME IMPROVEMENT WAREHOUSE	0-11-105-52660-619-000-0000-000-389	49.98	20003960
4	SENTRY SAFE FIREPROOF KEYED FIRE RESISTANT CHEST SAFE	12/18/19	LOWE'S HOME IMPROVEMENT WAREHOUSE	0-11-105-52660-619-000-0000-000-389	79.92	20003960
SITE Total 389 CAMPUS POLICE_DAVID					309.90	
PROJECT Total 105 EDUCATIONAL SERVICES					2,864.90	
PROJECT 109 TRANSPORTATION SERVICES						
SITE 381 TRANSPORTATION_TRAE KOCH						
1	QUOTES/BUS 634/ABS BRAKE MODULE	12/17/19	WEBER'S DIESEL	0-11-109-52740-612-000-0000-000-381	4,322.68	20003959
1	LABOR & MATLS TO REPAIR/REPLACE DOOR IN WASHBAY	12/11/19	GREAT PLAINS OVERHEAD DOOR INC	0-11-109-52740-438-000-0000-000-381	600.00	20003924
SITE Total 381 TRANSPORTATION_TRAE KOCH					4,922.68	
PROJECT Total 109 TRANSPORTATION					4,922.68	
PROJECT 111 SPECIAL SERVICES						
SITE 540 TOMLINSON MIDDLE SCHOOL						
80	HEARTSAVER PEDIATRIC FIRST AID CPR AED STUDENT WORKBOOK	12/16/19	AMERICAN HEART ASSOCIATION INC (DALLAS)	0-11-111-52132-645-000-0000-000-540	200.00	20003950
1	SHIPPING	12/16/19	AMERICAN HEART ASSOCIATION INC (DALLAS)	0-11-111-52132-645-000-0000-000-540	20.00	20003950
1	POWER SUPPLY CORD	12/11/19	E3 GORDON STOWE	0-11-111-52132-619-000-0000-000-540	32.00	20003927

BEGINNING DATE: 12/9/2019
ENDING DATE: 1/9/2020

**LAWTON PUBLIC SCHOOLS
PURCHASE ORDER ENCUMBRANCE LIST**

PAGE 4

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	SHIPPING	12/11/19	E3 GORDON STOWE	0-11-111-52132-619-000-0000-000-540	15.00	20003927
SITE Total 540 TOMLINSON MIDDLE SCHOOL					267.00	
PROJECT Total 111 SPECIAL SERVICES					267.00	
PROJECT 118 DISTRICT REFUNDS/CREDITS/ADJUSTS						
SITE 370 HUMAN RESOURCES_ASST SUPT_KEN BADEN						
1	EST EXP/IMPACT AID GRANT SYSTEM TRAINING/OKC/12-16-19	12/11/19	BRAZZEL SANDRA	0-11-118-52573-582-000-0000-000-370	82.60	20003930
SITE Total 370 HUMAN RESOURCES_ASST					82.60	
PROJECT Total 118 DISTRICT					82.60	
PROJECT 456 OJT - DEPT OF REHAB SERVICES						
SITE 705 EISENHOWER SENIOR HIGH SCHOOL						
5	HEAVY DUTY GARMENT RACK	12/11/19	AMAZON.COM	0-11-456-51000-651-239-1060-000-705	495.00	20003925
SITE Total 705 EISENHOWER SENIOR HIGH					495.00	
PROJECT Total 456 OJT - DEPT OF REHAB					495.00	
PROJECT 511 T I - BASIC PROGRAM						
SITE 122 EDISON ELEMENTARY						
1	VAULTED CATHEDRAL CEILING ADAPTOR	01/08/20	MOUNTDIRECT.COM INC	0-11-511-51000-653-494-1132-000-122	29.95	20003976
1	SHIPPING	01/08/20	MOUNTDIRECT.COM INC	0-11-511-51000-653-494-1132-000-122	17.70	20003976
SITE Total 122 EDISON ELEMENTARY					47.65	
SITE 125 EISENHOWER ELEMENTARY						
1	CONSULTANT FEE/FY20 STAND/BD APVD 12-9-19	12/11/19	CINDY ELKINS	0-11-511-52213-320-494-1132-000-125	13,200.00	20003904
SITE Total 125 EISENHOWER ELEMENTARY					13,200.00	
SITE 140 RIDGECREST ELEMENTARY						
8	3 PACK HEADSET HEADPHONES	12/16/19	AMAZON.COM	0-11-511-51000-653-494-1132-000-140	47.92	20003947
SITE Total 140 RIDGECREST ELEMENTARY					47.92	
SITE 165 LINCOLN ELEMENTARY						
1	CONSULTANT FEE/FY20 STAND/BD APVD 12-9-19	12/11/19	CINDY ELKINS	0-11-511-52213-320-494-1132-000-165	9,900.00	20003905
SITE Total 165 LINCOLN ELEMENTARY					9,900.00	

BEGINNING DATE: 12/9/2019
ENDING DATE: 1/9/2020

**LAWTON PUBLIC SCHOOLS
PURCHASE ORDER ENCUMBRANCE LIST**

PAGE 5

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
SITE 358 FEDERAL PROGRAMS_TERESA DONAHUE						
1	DELL ULTRASHARP 34 CURVED MONITOR	12/16/19	DELL MARKETING	0-11-511-52199-653-495-0000-000-358	625.45	20003945
1	LOCAL TRAVEL/FY20 STAND/BD APVD 6-27-19	12/16/19	SONG REBECCA	0-11-511-52199-581-495-0000-000-358	500.00	20003948
SITE Total 358 FEDERAL PROGRAMS_TERESA					1,125.45	
SITE 535 CENTRAL MIDDLE SCHOOL						
2	ZOON HOT-AIR BALLON/30 PACK	01/08/20	PITSCO INC	0-11-511-52194-619-494-0000-000-535	205.90	20003968
2	STRAW ROCKET CLASS PACK	01/08/20	PITSCO INC	0-11-511-52194-619-494-0000-000-535	53.00	20003968
1	SHIPPING	01/08/20	PITSCO INC	0-11-511-52194-619-494-0000-000-535	25.89	20003968
1	PARENT MEETING MATERIALS PER ATTACHED	01/08/20	AMAZON.COM	0-11-511-52194-619-494-0000-000-535	1,711.77	20003969
SITE Total 535 CENTRAL MIDDLE SCHOOL					1,996.56	
PROJECT Total 511 T I - BASIC PROGRAM					26,317.58	
PROJECT 532 PART D, SUBPART2, DEL LOC ED AGEN PRG						
SITE 710 LAWTON SENIOR HIGH SCHOOL						
5	ODYSSEY MONO HEADPHONES	12/16/19	SCHOOL OUTFITTERS LLC	0-11-532-51000-653-429-4400-000-710	79.95	20003949
SITE Total 710 LAWTON SENIOR HIGH SCHOOL					79.95	
PROJECT Total 532 PART D, SUBPART2, DEL					79.95	
PROJECT 541 T III/A - IMPR TEACHER & PRIN QUALITY						
SITE 358 FEDERAL PROGRAMS_TERESA DONAHUE						
4	REG/SCHOOL CLIMATE & CULTURE FORUM/MAR 26-29, 2020/ORLANDO, FL/NAMES PER ATTACHED	12/16/19	ACCUTRAIN CORPORATION	0-11-541-52573-860-271-0000-000-358	1,350.00	20003946
4	REG/SCHOOL CLIMATE & CULTURE FORUM/MAR 26-29, 2020/ORLANDO, FL/NAMES PER ATTACHED	12/16/19	ACCUTRAIN CORPORATION	0-11-541-52213-860-271-0000-000-358	450.00	20003946
1	EST EXP/SCHOOL CLIMATE & CULTURE FORUM/ORLANDO, FL/MAR 25-30, 2020	12/16/19	CORDES ANGELA	0-11-541-52573-583-271-0000-000-358	1,140.00	20003955
1	EST EXP/SCHOOL CLIMATE & CULTURE FORUM/ORLANDO, FL/MAR 25-30, 2020	12/16/19	JONES SUSAN	0-11-541-52573-583-271-0000-000-358	1,140.00	20003956

BEGINNING DATE: 12/9/2019
ENDING DATE: 1/9/2020

**LAWTON PUBLIC SCHOOLS
PURCHASE ORDER ENCUMBRANCE LIST**

PAGE 6

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	EST EXP/SCHOOL CLIMATE & CULTURE FORUM/ORLANDO, FL/MAR 25-30, 2020	12/16/19	DAWSON JORDAN	0-11-541-52213-583-271-0000-000-358	1,140.00	20003957
1	EST EXP/SCHOOL CLIMATE & CULTURE FORUM/ORLANDO, FL/MAR 25-30, 2020	12/16/19	PUCCINO LAURA A	0-11-541-52573-583-271-0000-000-358	1,265.60	20003958
1	AIRFARE/ROUNDTRIP FROM LAWTON TO WASHINGTON DC/DEPART: 3-8-20/RETURN: 3-13-20/BRANDI ARTER	12/11/19	ADVENTURE WORLDWIDE TRAVEL SR	0-11-541-52213-583-271-0000-000-358	941.00	20003917
SITE Total 358 FEDERAL PROGRAMS_TERESA					7,426.60	
PROJECT Total 541 T II/A - IMPR TEACHER &					7,426.60	
PROJECT 621 FLOW THRU, PL 101-476,IDEA/B						
SITE 105 ADAMS ELEMENTARY						
6	DREAM SCANNER APP	12/11/19	APPLE INC	0-11-621-51000-653-100-1050-000-105	35.94	20003929
SITE Total 105 ADAMS ELEMENTARY					35.94	
SITE 127 FREEDOM ELEMENTARY						
2	TOM TOY MEDIUM MIXED SPY TRINKETS	12/16/19	AMAZON.COM	0-11-621-51000-619-239-1050-000-127	181.20	20003951
1	SKIL-CARE CRASH PAD	12/11/19	UNIQUE FITNESS CONCEPTS	0-11-621-51000-658-239-1050-000-127	197.45	20003926
SITE Total 127 FREEDOM ELEMENTARY					378.65	
SITE 200 LEARNING TREE ACADEMY						
1	INSTRUCTIONAL SUPPLIES PER ATTACHED	12/11/19	AMAZON.COM	0-11-621-51000-619-239-1050-000-200	202.62	20003901
1	STEAMROLLER ADVANTAGE LINE	12/11/19	AUTISM-PRODUCTS.COM	0-11-621-51000-658-239-1050-000-200	399.00	20003923
1	SHIPPING	12/11/19	AUTISM-PRODUCTS.COM	0-11-621-51000-658-239-1050-000-200	29.00	20003923
SITE Total 200 LEARNING TREE ACADEMY					630.62	
SITE 368 SPECIAL SERVICES_CHRIS SHARKEY						
1	SUPPLIES FOR GRIEF GO BAGS PER ATTACHED	12/11/19	WALMART	0-11-621-52120-619-239-0000-000-368	200.08	20003928
SITE Total 368 SPECIAL SERVICES_CHRIS					200.08	
SITE 530 MACARTHUR MIDDLE SCHOOL						
1	SNAP CORE FIRST FOR IPAD	12/16/19	TOBII DYNAVOX LLC	0-11-621-51000-653-239-1050-000-530	49.99	20003954

BEGINNING DATE: 12/9/2019
ENDING DATE: 1/9/2020

**LAWTON PUBLIC SCHOOLS
PURCHASE ORDER ENCUMBRANCE LIST**

PAGE 7

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	SHIPPING	12/16/19	TOBII DYNAVOK LLC	0-11-621-51000-653-239-1050-000-530	25.00	20003954
SITE 545 EISENHOWER MIDDLE SCHOOL					74.99	
1	WHOLESALE BULK HEADPHONES	12/11/19	AMAZON.COM	0-11-621-51000-619-239-1050-000-545	74.98	20003893
SITE Total 530 MACARTHUR MIDDLE SCHOOL					74.98	
PROJECT 775 DOD/ELEM READING					1,395.26	
SITE 106 ALMOR WEST ELEMENTARY						
1	BD APVD 12-9-19/READING PLUS SUBSCRIPTION FOR 10 SITES	12/11/19	ACHIEVE EDUCATION SOLUTIONS LLC	0-11-775-51000-653-100-1132-000-106	3,560.00	20003910
SITE Total 106 ALMOR WEST ELEMENTARY					3,560.00	
SITE 108 CARRIAGE HILLS ELEMENTARY						
1	BD APVD 12-9-19/READING PLUS SUBSCRIPTION FOR 10 SITES	12/11/19	ACHIEVE EDUCATION SOLUTIONS LLC	0-11-775-51000-653-100-1132-000-108	2,917.00	20003910
SITE Total 108 CARRIAGE HILLS ELEMENTARY					2,917.00	
SITE 114 CROSBY PARK ELEMENTARY						
1	BD APVD 12-9-19/READING PLUS SUBSCRIPTION FOR 10 SITES	12/11/19	ACHIEVE EDUCATION SOLUTIONS LLC	0-11-775-51000-653-100-1132-000-114	3,560.00	20003910
SITE Total 114 CROSBY PARK ELEMENTARY					3,560.00	
SITE 122 EDISON ELEMENTARY						
1	BD APVD 12-9-19/READING PLUS SUBSCRIPTION FOR 10 SITES	12/11/19	ACHIEVE EDUCATION SOLUTIONS LLC	0-11-775-51000-653-100-1132-000-122	2,917.00	20003910
SITE Total 122 EDISON ELEMENTARY					2,917.00	
SITE 125 EISENHOWER ELEMENTARY						
1	BD APVD 12-9-19/READING PLUS SUBSCRIPTION FOR 10 SITES	12/11/19	ACHIEVE EDUCATION SOLUTIONS LLC	0-11-775-51000-653-100-1132-000-125	2,917.00	20003910
SITE Total 125 EISENHOWER ELEMENTARY					2,917.00	
SITE 127 FREEDOM ELEMENTARY						
1	BD APVD 12-9-19/READING PLUS SUBSCRIPTION FOR 10 SITES	12/11/19	ACHIEVE EDUCATION SOLUTIONS LLC	0-11-775-51000-653-100-1132-000-127	2,917.00	20003910
SITE Total 127 FREEDOM ELEMENTARY					2,917.00	
SITE 148 HUGH BISH ELEMENTARY						
1	BD APVD 12-9-19/READING PLUS SUBSCRIPTION FOR 10 SITES	12/11/19	ACHIEVE EDUCATION SOLUTIONS LLC	0-11-775-51000-653-100-1132-000-148	3,560.00	20003910

BEGINNING DATE: 12/9/2019
ENDING DATE: 1/9/2020

**LAWTON PUBLIC SCHOOLS
PURCHASE ORDER ENCUMBRANCE LIST**

PAGE 8

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
SITE 173 PIONEER PARK ELEMENTARY					3,560.00	
1	BD APVD 12-9-19/READING PLUS SUBSCRIPTION FOR 10 SITES	12/11/19	ACHIEVE EDUCATION SOLUTIONS LLC	0-11-775-51000-653-100-1132-000-173	3,560.00	20003910
SITE Total 148 HUGH BISH ELEMENTARY					3,560.00	
SITE 183 SULLIVAN VILLAGE ELEMENTARY					3,560.00	
1	BD APVD 12-9-19/READING PLUS SUBSCRIPTION FOR 10 SITES	12/11/19	ACHIEVE EDUCATION SOLUTIONS LLC	0-11-775-51000-653-100-1132-000-183	3,560.00	20003910
SITE Total 173 PIONEER PARK ELEMENTARY					3,560.00	
SITE 220 WOODLAND HILLS ELEMENTARY					2,917.00	
1	BD APVD 12-9-19/READING PLUS SUBSCRIPTION FOR 10 SITES	12/11/19	ACHIEVE EDUCATION SOLUTIONS LLC	0-11-775-51000-653-100-1132-000-220	2,917.00	20003910
SITE Total 220 WOODLAND HILLS ELEMENTARY					2,917.00	
SITE 386 GRANT DIRECTOR_DIANE LANDOLL					30,711.11	
1	RETURNING OVERPAYMENT ON 775 GRANT OF SALARIES PER FY18 AUDIT FINDINGS	12/11/19	UNITED STATES DEPARTMENT OF THE TREASURY	0-11-775-58100-890-000-0000-000-386	295.00	20003892
1	RETURNING OVERPAYMENT ON 775 GRANT OF FRINGE BENEFITS PER FY18 AUDIT FINDINGS	12/11/19	UNITED STATES DEPARTMENT OF THE TREASURY	0-11-775-58100-890-000-0000-000-386	73.04	20003892
1	BD APVD 12-9-19/RETURNING OVERPAYMENT ON 775 GRANT OF SALARIES PER FY18 AUDIT FINDINGS	12/11/19	UNITED STATES DEPARTMENT OF THE TREASURY	0-11-775-58100-890-000-0000-000-386	24,196.29	20003906
1	BD APVD 12-9-19/RETURNING OVERPAYMENT ON 775 GRANT OF FRINGE BENEFITS PER FY18 AUDIT FINDINGS	12/11/19	UNITED STATES DEPARTMENT OF THE TREASURY	0-11-775-58100-890-000-0000-000-386	6,146.78	20003906
SITE Total 386 GRANT DIRECTOR_DIANE					30,711.11	
PROJECT 777 DOD/MCASP MIDDLE SCHOOL					63,096.11	
SITE 386 GRANT DIRECTOR_DIANE LANDOLL					32,223.87	
1	BD APVD 12-9-19/RETURNING OVERPAYMENT ON 777 GRANT OF SALARIES PER FY18 AUDIT FINDINGS	12/11/19	UNITED STATES DEPARTMENT OF THE TREASURY	0-11-777-58100-890-000-0000-000-386	32,223.87	20003907
1	BD APVD 12-9-19/RETURNING OVERPAYMENT ON 777 GRANT OF FRINGE BENEFITS PER FY18 AUDIT FINDINGS	12/11/19	UNITED STATES DEPARTMENT OF THE TREASURY	0-11-777-58100-890-000-0000-000-386	7,941.40	20003907
SITE Total 386 GRANT DIRECTOR_DIANE					40,165.27	

BEGINNING DATE: 12/9/2019
ENDING DATE: 1/9/2020

**LAWTON PUBLIC SCHOOLS
PURCHASE ORDER ENCUMBRANCE LIST**

PAGE 9

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
SITE 530 MACARTHUR MIDDLE SCHOOL						
1	TESTING MATERIALS PER ATTACHED	12/16/19	CONTINENTAL PRESS INC	0-11-777-51000-614-100-1132-000-530	1,995.00	20003941
1	SHIPPING	12/16/19	CONTINENTAL PRESS INC	0-11-777-51000-614-100-1132-000-530	239.40	20003941
1	BD APVD 12-9-19/TEST PREP MATERIALS PER ATTACHED	12/11/19	AMERICAN BOOK COMPANY	0-11-777-51000-614-100-1132-000-530	15,128.75	20003911
1	SHIPPING	12/11/19	AMERICAN BOOK COMPANY	0-11-777-51000-614-100-1132-000-530	1,815.45	20003911
SITE Total 530 MACARTHUR MIDDLE SCHOOL					19,178.60	
SITE 535 CENTRAL MIDDLE SCHOOL						
1	TESTING MATERIALS PER ATTACHED	12/16/19	CONTINENTAL PRESS INC	0-11-777-51000-614-100-1132-000-535	1,995.00	20003942
1	SHIPPING	12/16/19	CONTINENTAL PRESS INC	0-11-777-51000-614-100-1132-000-535	239.40	20003942
1	BD APVD 12-9-19/TEST PREP MATERIALS PER ATTACHED	12/11/19	AMERICAN BOOK COMPANY	0-11-777-51000-614-100-1132-000-535	15,128.75	20003912
1	SHIPPING	12/11/19	AMERICAN BOOK COMPANY	0-11-777-51000-614-100-1132-000-535	1,815.45	20003912
SITE Total 535 CENTRAL MIDDLE SCHOOL					19,178.60	
SITE 540 TOMLINSON MIDDLE SCHOOL						
1	TESTING MATERIALS PER ATTACHED	12/16/19	CONTINENTAL PRESS INC	0-11-777-51000-614-100-1132-000-540	1,995.00	20003944
1	SHIPPING	12/16/19	CONTINENTAL PRESS INC	0-11-777-51000-614-100-1132-000-540	239.40	20003944
1	BD APVD 12-9-19/TEST PREP MATERIALS PER ATTACHED	12/11/19	AMERICAN BOOK COMPANY	0-11-777-51000-614-100-1132-000-540	15,128.75	20003914
1	SHIPPING	12/11/19	AMERICAN BOOK COMPANY	0-11-777-51000-614-100-1132-000-540	1,815.45	20003914
SITE Total 540 TOMLINSON MIDDLE SCHOOL					19,178.60	
SITE 545 EISENHOWER MIDDLE SCHOOL						
1	INSTRUCTIONAL BOOKS PER ATTACHED	01/08/20	CENGAGE LEARNING	0-11-777-51000-641-100-1132-000-545	2,914.25	20003966

BEGINNING DATE: 12/9/2019
ENDING DATE: 1/9/2020

**LAWTON PUBLIC SCHOOLS
PURCHASE ORDER ENCUMBRANCE LIST**

PAGE 10

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	SHIPPING	01/08/20	CENGAGE LEARNING	0-11-777-51000-641-100-1132-000-545	291.43	20003966
1	TESTING MATERIALS PER ATTACHED	12/16/19	CONTINENTAL PRESS INC	0-11-777-51000-614-100-1132-000-545	1,995.00	20003943
1	SHIPPING	12/16/19	CONTINENTAL PRESS INC	0-11-777-51000-614-100-1132-000-545	239.40	20003943
1	BD APVD 12-9-19/TEST PREP MATERIALS PER ATTACHED	12/11/19	AMERICAN BOOK COMPANY	0-11-777-51000-614-100-1132-000-545	15,128.75	20003913
1	SHIPPING	12/11/19	AMERICAN BOOK COMPANY	0-11-777-51000-614-100-1132-000-545	1,815.45	20003913
SITE Total 545 EISENHOWER MIDDLE SCHOOL					22,384.28	
PROJECT 779 DOD/MCASP HIGH SCHOOL						
SITE 386 GRANT DIRECTOR_DIANE LANDOLL						
1	BD APVD 12-9-19/RETURNING OVERPAYMENT ON 779 GRANT OF SALARIES PER FY18 AUDIT FINDINGS	12/11/19	UNITED STATES DEPARTMENT OF THE TREASURY	0-11-779-58100-890-000-0000-000-386	29,030.14	20003908
1	BD APVD 12-9-19/RETURNING OVERPAYMENT ON 779 GRANT OF FRINGE BENEFITS PER FY18 AUDIT FINDINGS	12/11/19	UNITED STATES DEPARTMENT OF THE TREASURY	0-11-779-58100-890-000-0000-000-386	6,759.21	20003908
SITE Total 386 GRANT DIRECTOR_DIANE					35,789.35	
SITE 705 EISENHOWER SENIOR HIGH SCHOOL						
1000	BD APVD 12-9-19/ACT ASPIRE ONLINE TESTS/EHS	12/11/19	ACT ASPIRE LLC	0-11-779-51000-653-100-4100-000-705	9,000.00	20003909
SITE Total 705 EISENHOWER SENIOR HIGH					9,000.00	
SITE 710 LAWTON SENIOR HIGH SCHOOL						
1	INSTRUCTIONAL BOOKS PER ATTACHED	12/16/19	AMAZON.COM	0-11-779-51000-641-100-4210-000-710	3,194.28	20003940
1000	BD APVD 12-9-19/ACT ASPIRE ONLINE TESTS/LHS	12/11/19	ACT ASPIRE LLC	0-11-779-51000-653-100-4100-000-710	9,000.00	20003909
SITE Total 710 LAWTON SENIOR HIGH SCHOOL					12,194.28	
SITE 715 MACARTHUR SENIOR HIGH SCHOOL						
1000	BD APVD 12-9-19/ACT ASPIRE ONLINE TESTS/MHS	12/11/19	ACT ASPIRE LLC	0-11-779-51000-653-100-4100-000-715	9,000.00	20003909

BEGINNING DATE: 12/9/2019
ENDING DATE: 1/9/2020

**LAWTON PUBLIC SCHOOLS
PURCHASE ORDER ENCUMBRANCE LIST**

PAGE 11

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
SITE Total 715 MACARTHUR SENIOR HIGH					9,000.00	
PROJECT Total 779 DOD/MCASP HIGH SCHOOL					65,983.63	
FUND Total 11 GENERAL FUNDS					313,070.70	
FUND 21 BUILDING FUND						
PROJECT 108 MAINTENANCE SERVICES						
SITE 380 MAINTENANCE_KEN BADEN						
1	A/C SHOP/RENEWAL OF JOURNEYMAN LICENSE/KENNETH SMITH	12/12/19	CONSTRUCTION INDUSTRIES BOARD	0-21-108-52620-810-000-0000-000-380	75.00	20003895
SITE Total 380 MAINTENANCE_KEN BADEN					75.00	
PROJECT Total 108 MAINTENANCE SERVICES					75.00	
FUND Total 21 BUILDING FUND					75.00	
FUND 33 BOND FUND (2017)						
PROJECT 166 BOND-PROGRAMS EQUIPMENT						
SITE 125 EISENHOWER ELEMENTARY						
1	LIBRARY BOOKS PER ATTACHED	01/08/20	ABDO PUBLISHING COMPANY	0-33-166-52220-641-000-0000-000-125	660.30	20003972
1	LIBRARY BOOKS PER ATTACHED	01/08/20	AMAZON.COM	0-33-166-52220-641-000-0000-000-125	605.67	20003973
1	LIBRARY BOOKS PER ATTACHED	01/08/20	CAPSTONE/CAPSTONE CLASSROOM	0-33-166-52220-641-000-0000-000-125	1,422.30	20003974
SITE Total 125 EISENHOWER ELEMENTARY					2,688.27	
SITE 173 PIONEER PARK ELEMENTARY						
1	LIBRARY SUPPLIES PER ATTACHED	12/11/19	DEMCO, INC	0-33-166-52220-681-000-0000-000-173	281.65	20003894
1	OPTIPLEX 3060 SFF	12/11/19	DELL MARKETING	0-33-166-52220-653-000-0000-000-173	599.37	20003896
1	DELL 22 MONITOR	12/11/19	DELL MARKETING	0-33-166-52220-653-000-0000-000-173	117.79	20003896
1	LIBRARY SUPPLIES PER ATTACHED	12/11/19	AMAZON.COM	0-33-166-52220-651-000-0000-000-173	1,245.06	20003897
1	LIBRARY BOOKS PER ATTACHED	12/11/19	PERMA BOUND HERTZBERG	0-33-166-52220-641-000-0000-000-173	347.49	20003898

BEGINNING DATE: 12/9/2019
ENDING DATE: 1/9/2020

**LAWTON PUBLIC SCHOOLS
PURCHASE ORDER ENCUMBRANCE LIST**

PAGE 12

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
1	LIBRARY BOOKS PER ATTACHED	12/11/19	JUNIOR LIBRARY GUILD	0-33-166-52220-641-000-0000-000-173	456.30	20003899
1	LIBRARY BOOKS PER ATTACHED	12/11/19	FOLLETT SCHOOL SOLUTIONS INC	0-33-166-52220-641-000-0000-000-173	197.19	20003900
SITE Total 173 PIONEER PARK ELEMENTARY					3,244.85	
SITE 220 WOODLAND HILLS ELEMENTARY						
1	PE EQUIPMENT PER ATTACHED	01/08/20	GOPHER SPORT	0-33-166-51000-681-100-1360-000-220	719.95	20003970
1	SHIPPING	01/08/20	GOPHER SPORT	0-33-166-51000-681-100-1360-000-220	122.37	20003970
1	PE EQUIPMENT PER ATTACHED	01/08/20	AMAZON.COM	0-33-166-51000-681-100-1360-000-220	265.55	20003971
SITE Total 220 WOODLAND HILLS ELEMENTARY					1,107.87	
SITE 545 EISENHOWER MIDDLE SCHOOL						
1	60" NYLON COMPLETE CAGE BALL	12/11/19	AMAZON.COM	0-33-166-51000-681-100-1360-000-545	145.96	20003918
3	S & S WORLDWIDE GATOR DODGEBALLS	12/11/19	AMAZON.COM	0-33-166-51000-681-100-1360-000-545	89.97	20003918
1	TRACK EQUIPMENT PER ATTACHED	12/11/19	BSN SPORTS LLC	0-33-166-52199-681-812-1370-000-545	1,202.00	20003919
1	SHIPPING	12/11/19	BSN SPORTS LLC	0-33-166-52199-681-812-1370-000-545	85.08	20003919
2	BASEBALL CATCHERS EQUIPMENT/PURPLE	12/11/19	AMAZON.COM	0-33-166-52199-681-805-1370-000-545	599.90	20003920
2	TENOR SAXOPHONES	12/11/19	WOODWIND & BRASSWIND	0-33-166-51000-655-100-1195-000-545	599.94	20003921
1	BAND MUSIC PER ATTACHED	12/11/19	JW PEPPER AND SON INC	0-33-166-51000-681-100-1195-000-545	659.00	20003922
1	SHIPPING	12/11/19	JW PEPPER AND SON INC	0-33-166-51000-681-100-1195-000-545	25.00	20003922
SITE Total 545 EISENHOWER MIDDLE SCHOOL					3,406.85	

BEGINNING DATE: 12/9/2019
ENDING DATE: 1/9/2020

**LAWTON PUBLIC SCHOOLS
PURCHASE ORDER ENCUMBRANCE LIST**

PAGE 13

Qty	DESCRIPTION	PO DATE	VENDOR NAME	ACCOUNT NO	AMOUNT	PO NO
SITE 705 EISENHOWER SENIOR HIGH SCHOOL						
1	TENNIS EQUIPMENT PER ATTACHED	01/08/20	AMAZON.COM	0-33-166-52199-683-808-3300-000-705	839.60	20003961
1	TENNIS EQUIPMENT PER ATTACHED	01/08/20	AMAZON.COM	0-33-166-52199-683-809-3300-000-705	839.59	20003961
SITE Total 705 EISENHOWER SENIOR HIGH					1,679.19	
SITE 710 LAWTON SENIOR HIGH SCHOOL						
3	EASTMAN 2 PACK MACHINE 4 PRONG CONNECTOR	01/08/20	LOWE'S HOME IMPROVEMENT WAREHOUSE	0-33-166-51000-619-805-3300-000-710	62.94	20003962
3	UTILITECH 6 FT DRYER CORD	01/08/20	LOWE'S HOME IMPROVEMENT WAREHOUSE	0-33-166-51000-619-805-3300-000-710	71.94	20003962
SITE Total 710 LAWTON SENIOR HIGH SCHOOL					134.88	
SITE 715 MACARTHUR SENIOR HIGH SCHOOL						
1	VOLLEYBALL EQUIPMENT PER ATTACHED	12/11/19	AMAZON.COM	0-33-166-52199-681-816-3300-000-715	494.98	20003902
8	THE POWER OF CHOICE VIDEOS PER ATTACHED	12/11/19	LIVE WIRE MEDIA	0-33-166-51000-615-100-2745-000-715	519.60	20003903
1	SHIPPING	12/11/19	LIVE WIRE MEDIA	0-33-166-51000-615-100-2745-000-715	41.57	20003903
SITE Total 715 MACARTHUR SENIOR HIGH					1,056.15	
PROJECT Total 166 BOND-PROGRAMS					13,318.06	
PROJECT 168 BOND-ATHLETIC (TRACKS/FACILITIES)						
SITE 356 ATHLETICS_GARY DEES						
1	BD APVD 12-9-19/LABOR & MATLS TO DRAW UP PLANS AND SPECS FOR TURF REPLACEMENT AT CAMERON STADIUM	12/11/19	ARCHITECTS IN PARTNERSHIP, LLC	0-33-168-54400-332-819-0000-000-356	20,000.00	20003916
1	REIMBURSABLE EXPENSES	12/11/19	ARCHITECTS IN PARTNERSHIP, LLC	0-33-168-54400-332-819-0000-000-356	3,000.00	20003916
SITE Total 356 ATHLETICS_GARY DEES					23,000.00	
PROJECT Total 168 BOND-ATHLETIC					23,000.00	
FUND Total 33 BOND FUND (2017)					36,318.06	

Comptroller Report to the Board of Education: 01/16/2020

The Auditors were on site the week of December 2, 2019.
They will be back at the end of January, 2020.

Included in the 01/16/2020 Board Agenda, please find:

- Monthly Treasurer's Reports for July-November, 2019
- Extra Duty Pay Increase for ROTC Instructors,
- Local Bid Preference Policies- CHC, CHCR, and CHCA,
- District Budget FY20
- The department is working on 1099's

Respectfully,

Lance Gibbs
Interim Comptroller

Lawton Public School District
General Fund
Statement of Assets, Liabilities and Equity
July, 2019

ASSETS

Cash in Bank	\$	22,029,041.43	
Investments	\$	2,047,976.26	
Accounts Receivable	\$	-	
Property Taxes - Current	\$	-	
Property Taxes - Delinquent	\$	-	
Inventory	\$	222,467.52	
Food Service Commodities	\$	15,997.71	
Land	\$	2,951,394.94	
Buildings and Depreciation	\$	60,093,116.10	
Building Improvements	\$	43,392,312.68	
Furniture/Equipment and Depreciation	\$	6,657,521.38	
Construction in Progress	\$	22,852,209.20	
Vehicles and Depreciation	\$	7,111,772.38	
Amounts to be Provided/Comp Bal/Vacation	\$	646,247.83	
Amounts to be Provided/Comp Bal/Sick Leave	\$	685,415.99	
Amounts Available/Lease Purchase	\$	-	
TOTAL ASSETS			\$ 168,705,473.42

LIABILITIES AND EQUITY

Accounts Payable	\$	-	
Warrants Payable	\$	8,876,861.12	
Payroll Payable	\$	-	
Payroll Liabilities	\$	-	
Accrued Compensated Balance/Vacation	\$	646,247.83	
Accrued Compensated Balance/Sick Leave	\$	685,415.99	
Lease Purchase Payable	\$	-	
Total Liabilities			\$ 10,208,524.94
Restricted			
Capital Assets (Net)	\$	143,058,326.68	
Food Service Commodities	\$	15,997.71	
Unbudgeted	\$	-	
Unreserved			
Designated	\$	15,422,624.09	
Undesignated	\$	-	
Total Equity			\$ 158,496,948.48
TOTAL LIABILITIES AND EQUITY BALANCE			\$ 168,705,473.42
			TRUE

LANCE GIBBS, DISTRICT TREASURER	\$	-

Lawton Public School District
General Fund
Statement of Revenue and Expenditures and Fund Balance
July, 2019

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem (Current)	\$ -	\$ 45,499.56	\$ 45,499.56	\$ (45,499.56)	#DIV/0!
Ad Valorem (Prior)	\$ -	\$ 30,564.61	\$ 30,564.61	\$ (30,564.61)	#DIV/0!
Revenue In-Lieu	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Summer School Tuition	\$ -	\$ 160.00	\$ 160.00	\$ (160.00)	#DIV/0!
Transfer Fees	\$ -	\$ 5,933.11	\$ 5,933.11	\$ (5,933.11)	#DIV/0!
Other Tuition & Fees	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Interest Earnings	\$ -	\$ 45,615.52	\$ 45,615.52	\$ (45,615.52)	#DIV/0!
Rental/Facilities	\$ -	\$ 235.00	\$ 235.00	\$ (235.00)	#DIV/0!
Sales of Bldgs	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Sales of Equipment	\$ -	\$ 2,095.50	\$ 2,095.50	\$ (2,095.50)	#DIV/0!
Insurance Loss Recoveries	\$ -	\$ 188.80	\$ 188.80	\$ (188.80)	#DIV/0!
Damages to Property	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Misc Reimbursements	\$ -	\$ 55,540.20	\$ 55,540.20	\$ (55,540.20)	#DIV/0!
Contributions/Donations	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Insurance Premium	\$ -	\$ 92.74	\$ 92.74	\$ (92.74)	#DIV/0!
District Contracts	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Refund/Prior Year	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Student Lunch/Brkf/Milk	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Adult Lunch/Brkf	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Other CN Revenue	\$ -	\$ 459,509.85	\$ 459,509.85	\$ (459,509.85)	#DIV/0!
Local Revenue	\$ -	\$ 645,434.89	\$ 645,434.89	\$ (645,434.89)	
County 4 Mill	\$ -	\$ 7,321.36	\$ 7,321.36	\$ (7,321.36)	#DIV/0!
County Apportionment	\$ -	\$ 31,699.79	\$ 31,699.79	\$ (31,699.79)	#DIV/0!
County Revenue	\$ -	\$ 39,021.15	\$ 39,021.15	\$ (39,021.15)	
Gross Production Tax	\$ -	\$ 2,349.87	\$ 2,349.87	\$ (2,349.87)	#DIV/0!
Motor Vehicle Tax	\$ -	\$ 523,336.41	\$ 523,336.41	\$ (523,336.41)	#DIV/0!
Rural Electric Tax	\$ -	\$ 3,273.47	\$ 3,273.47	\$ (3,273.47)	#DIV/0!
State Sch Land Earnings	\$ -	\$ 151,192.47	\$ 151,192.47	\$ (151,192.47)	#DIV/0!
Vehicle Tax Stamp	\$ -	\$ 470.44	\$ 470.44	\$ (470.44)	#DIV/0!
Foundation State Aid	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Educ Flex Benefits	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Alternative Education	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Professional Development	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Misc State Revenue	\$ -	\$ -	\$ -	\$ -	#DIV/0!
State Matching	\$ -	\$ -	\$ -	\$ -	#DIV/0!
State Vocational Progs	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Capital Outlay	\$ -	\$ -	\$ -	\$ -	#DIV/0!
State Revenue	\$ -	\$ 680,622.66	\$ 680,622.66	\$ (680,622.66)	
Title VIII, Impact Aid	\$ -	\$ 770,211.11	\$ 770,211.11	\$ (770,211.11)	#DIV/0!
Title VII-A, Ind Educ	\$ -	\$ 49,742.16	\$ 49,742.16	\$ (49,742.16)	#DIV/0!
ROTC	\$ -	\$ 18,540.29	\$ 18,540.29	\$ (18,540.29)	#DIV/0!
Title I, Basic Program	\$ -	\$ 514,228.39	\$ 514,228.39	\$ (514,228.39)	#DIV/0!
Title II-D, Tchr/Prin Traini	\$ -	\$ 32,931.28	\$ 32,931.28	\$ (32,931.28)	#DIV/0!

Title III-A, Limited English	\$	-	\$	4,558.79	\$	4,558.79	\$	(4,558.79)	#DIV/0!
Title IV, 21st Century Sch	\$	-	\$	60,587.99	\$	60,587.99	\$	(60,587.99)	#DIV/0!
IDEA-B, Inds with Disabili	\$	-	\$	-	\$	-	\$	-	#DIV/0!
IDEA-B, Preschool	\$	-	\$	-	\$	-	\$	-	#DIV/0!
Title X, Homeless Educ	\$	-	\$	9,138.95	\$	9,138.95	\$	(9,138.95)	#DIV/0!
Johnson-O'Malley Progra	\$	-	\$	-	\$	-	\$	-	#DIV/0!
Adult Education	\$	-	\$	-	\$	-	\$	-	#DIV/0!
Misc Federal Revenue	\$	-	\$	5,669.63	\$	5,669.63	\$	(5,669.63)	#DIV/0!
Federal/Lunches	\$	-	\$	-	\$	-	\$	-	#DIV/0!
Federal/Breakfast	\$	-	\$	-	\$	-	\$	-	#DIV/0!
Summer Feeding Prog	\$	-	\$	59,386.53	\$	59,386.53	\$	(59,386.53)	#DIV/0!
Farm Bill Equip Grant	\$	-	\$	-	\$	-	\$	-	#DIV/0!
Carl Perkins Voc Grant	\$	-	\$	-	\$	-	\$	-	#DIV/0!
Federal Revenue	\$	-	\$	1,524,995.12	\$	1,524,995.12	\$	(1,524,995.12)	
Activity Fund Reimbs	\$	-	\$	-	\$	-	\$	-	#DIV/0!
Correcting Entries	\$	-	\$	7,667.32	\$	7,667.32	\$	(7,667.32)	#DIV/0!
Estopped Warrants	\$	-	\$	-	\$	-	\$	-	0.00%
Non-Revenue	\$	-	\$	7,667.32	\$	7,667.32	\$	(7,667.32)	
TOTAL REVENUE	\$	-	\$	2,897,741.14	\$	2,897,741.14	\$	(2,897,741.14)	

**Lawton Public School District
Building Levy
Statement of Assets, Liabilities and Equity
July, 2019**

ASSETS

Cash in Bank	\$	650,315.79
Property Taxes - Current	\$	-
Property Taxes - Delinquent	\$	-
Investments	\$	-
Interest	\$	-
Amounts Available/Lease Purchase	\$	-

TOTAL ASSETS	\$	650,315.79

LIABILITIES AND EQUITY

Warrants Payable	\$	(0.00)
Lease Purchase Payable	\$	-
Int Payable/Lease Purchase	\$	-
Deferred Revenue	\$	-

Total Liabilities	\$	(0.00)

Reserved		
Designated	\$	650,315.79
Undesignated	\$	-

Total Equity	\$	650,315.79

TOTAL LIABILITIES AND EQUITY	\$	650,315.79
		TRUE

LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Building Levy
Statement of Revenue and Expenditures and Fund Balance
July, 2019

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem Tax (Current	\$ -	\$ 6,505.40	\$ 6,505.40	\$ (6,505.40)	#DIV/0!
Ad Valorem Tax (Prior Yr	\$ -	\$ 4,370.07	\$ 4,370.07	\$ (4,370.07)	#DIV/0!
Revenue in Lieu of Taxes	\$ -	\$ -	\$ -	\$ -	0.00%
Contributions/Donations	\$ -	\$ -	\$ -	\$ -	0.00%
Misc Federal Sources	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Non-Revenue Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ -	\$ 10,875.47	\$ 10,875.47	\$ (10,875.47)	
EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Services	\$ -	\$ 2,169,030.04	\$ -	\$ -	\$ (2,169,030.04)
Property Services	\$ -	\$ 264,814.82	\$ -	\$ -	\$ (264,814.82)
Other Services	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies & Materials	\$ -	\$ 20,009.80	\$ -	\$ -	\$ (20,009.80)
Property	\$ -	\$ -	\$ -	\$ -	\$ -
Other Objects	\$ -	\$ 4,900.00	\$ -	\$ -	\$ (4,900.00)
TOTAL EXPENSES	\$ -	\$ 2,458,754.66	\$ -	\$ -	\$ (2,458,754.66)
EXCESS REVENUES OVER EXPENDITURES			\$ 10,875.47	\$ 10,875.47	
FUND BALANCE - July 1, 2019			\$ 639,440.32		
FUND BALANCE - July 31, 2019			\$ 650,315.79		
			TRUE		

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Municipal Tax Fund
Statement of Assets, Liabilities and Equity
July, 2019**

ASSETS

Cash in Bank	\$	253,776.13
Property Taxes - Current		
Property Taxes - Delinquent		
Investments	\$	-
Interest		

TOTAL ASSETS		\$ 253,776.13

LIABILITIES AND EQUITY

Warrants Payable	\$	0.00
Deferred Revenue	\$	-
 Total Liabilities		 \$ 0.00

Reserved		
Designated	\$	253,776.13
Undesignated	\$	-
 Total Equity		 \$ 253,776.13

TOTAL LIABILITIES AND EQUITY		\$ 253,776.13
		TRUE

LANCE GIBBS, DISTRICT TREASURER

**Lawton Public School District
Municipal Tax Fund
Statement of Revenue and Expenditures and Fund Balance
July, 2019**

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Local Government Unit	\$ -	\$ -	\$ -	\$ -	0.00%
Non-Revenue Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ -	\$ -	\$ -	\$ -	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Services	\$ -	\$ -	\$ -	\$ -	\$ -
Property Services	\$ -	\$ -	\$ -	\$ -	\$ -
Other Services	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies & Materials	\$ -	\$ -	\$ -	\$ -	\$ -
Property	\$ -	\$ -	\$ -	\$ -	\$ -
Other Objects	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -

**EXCESS REVENUES
OVER EXPENDITURES** **\$ -**

FUND BALANCE - July 1, 2019 **\$ 253,776.13**
FUND BALANCE - July 31, 2019 **\$ 253,776.13**
TRUE

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Municipal Tax Fund
Statement of Assets, Liabilities and Equity
July, 2019**

ASSETS

Cash in Bank	\$ 2,289,720.45
Investments	\$ 2,500,000.00
Interest	

TOTAL ASSETS	\$ 4,789,720.45

LIABILITIES AND EQUITY

Warrants Payable	\$ (0.00)
Deferred Revenue	\$ -
 Total Liabilities	 \$ (0.00)

Reserved	
Designated	\$ 4,789,720.45
Undesignated	\$ -
 Total Equity	 \$ 4,789,720.45

TOTAL LIABILITIES AND EQUITY	\$ 4,789,720.45
	TRUE

LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Municipal Tax Fund
Statement of Revenue and Expenditures and Fund Balance
July, 2019

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Local Government Unit	\$ -	\$ 208,333.33	\$ 208,333.33	\$ (208,333.33)	#DIV/0!
Non-Revenue Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ -	\$ 208,333.33	\$ 208,333.33	\$ (208,333.33)	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Services	\$ -	\$ 90,542.36	\$ -	\$ -	\$ (90,542.36)
Property Services	\$ -	\$ 40,000.00	\$ -	\$ -	\$ (40,000.00)
Other Services	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies & Materials	\$ -	\$ -	\$ -	\$ -	\$ -
Property	\$ -	\$ -	\$ -	\$ -	\$ -
Other Objects	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ -	\$ 130,542.36	\$ -	\$ -	\$ (130,542.36)

EXCESS REVENUES **\$ 208,333.33**
OVER EXPENDITURES **\$ 208,333.33**

FUND BALANCE - July 1, 2019 **\$ 4,581,387.12**
FUND BALANCE - July 31, 2019 **\$ 4,789,720.45**
TRUE

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Bond Fund - 31
Statement of Assets, Liabilities and Equity
July, 2019**

ASSETS

Cash in Bank	\$	(1,255,012.35)
Cash & Equiv (BOK)	\$	-
Accounts Receivable		
Property Taxes - Current		
Property Taxes - Delinquent		
Investments	\$	1,515,000.00
Interest		

TOTAL ASSETS	\$	259,987.65

LIABILITIES AND EQUITY

Warrants Payable	\$	(0.00)
Deferred Revenue	\$	-

Total Liabilities	\$	(0.00)

Reserved	\$	-
Designated	\$	259,987.65
Undesignated	\$	-

Total Equity	\$	259,987.65

TOTAL LIABILITIES AND EQUITY	\$	259,987.65
		TRUE

LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Bond Fund - 31
Statement of Revenue and Expenditures and Fund Balance
July, 2019

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem Tax (Current)	\$ -	\$ -	\$ -	\$ -	0.00%
Ad Valorem Tax (Prior)	\$ -	\$ -	\$ -	\$ -	0.00%
Non-Revenue Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ -	\$ -	\$ -	\$ -	
EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Services	\$ -	\$ 139,950.20	\$ -	\$ -	\$ (139,950.20)
Property Services	\$ -	\$ 71,517.10	\$ -	\$ -	\$ (71,517.10)
Other Services	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies & Materials	\$ -	\$ -	\$ -	\$ -	\$ -
Property	\$ -	\$ -	\$ -	\$ -	\$ -
Other Objects	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ -	\$ 211,467.30	\$ -	\$ -	\$ (211,467.30)
EXCESS REVENUES OVER EXPENDITURES			\$ -	\$ -	
FUND BALANCE - July 1, 2019			\$ 259,987.65		
FUND BALANCE - July 31, 2019			\$ 259,987.65		
			TRUE		

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Bond Fund - 32
Statement of Assets, Liabilities and Equity
July, 2019**

ASSETS

Cash in Bank	\$	(3,089,611.68)
Cash & Equiv (BOK)	\$	-
Investments	\$	7,000,000.00
Interest		

TOTAL ASSETS		\$ 3,910,388.32

LIABILITIES AND EQUITY

Warrants Payable	\$	0.00
Deferred Revenue	\$	-
 Total Liabilities		 \$ 0.00
 Reserved	\$	 -
Designated	\$	3,910,388.32
Undesignated	\$	-
 Total Equity		 \$ 3,910,388.32

TOTAL LIABILITIES AND EQUITY		\$ 3,910,388.32
		TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Bond Fund - 32
Statement of Revenue and Expenditures and Fund Balance
July, 2019

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem Tax (C) \$	-	\$ -	\$ -	\$ -	0.00%
Ad Valorem Tax (P) \$	-	\$ -	\$ -	\$ -	0.00%
Bond Sales \$	-	\$ -	\$ -	\$ -	0.00%
Estopped Warrants \$	-	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE \$	-	\$ -	\$ -	\$ -	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Services \$	-	\$ 181,341.05	\$ -	\$ -	\$ (181,341.05)
Property Services \$	-	\$ 16,739.85	\$ -	\$ -	\$ (16,739.85)
Other Services \$	-	\$ -	\$ -	\$ -	\$ -
Supplies & Material \$	-	\$ -	\$ -	\$ -	\$ -
Property \$	-	\$ 187,614.00	\$ -	\$ -	\$ (187,614.00)
Other Objects \$	-	\$ 2,500.00	\$ -	\$ -	\$ (2,500.00)
TOTAL EXPENSE \$	-	\$ 388,194.90	\$ -	\$ -	\$ (388,194.90)

**EXCESS REVENUES
OVER EXPENDITURES** **\$ -**

FUND BALANCE - July 1, 2019 **\$ 3,910,388.32**
FUND BALANCE - July 31, 2019 **\$ 3,910,388.32**
TRUE

*This column is for information only and is included in the year-to-date actual amounts.

Lawton Public School District
Bond Fund - 33
Statement of Assets, Liabilities and Equity
July, 2019

ASSETS

Cash in Bank	\$	(16,140,888.33)
Cash & Equiv (BOK)	\$	53,456,096.54
Investments	\$	(0.00)
Interest		

TOTAL ASSETS		\$ 37,315,208.21

LIABILITIES AND EQUITY

Warrants Payable	\$	780.00
Deferred Revenue	\$	-
 Total Liabilities		 \$ 780.00
 Reserved	\$	 -
Designated	\$	37,314,428.21
Undesignated	\$	-
 Total Equity		 \$ 37,314,428.21

TOTAL LIABILITIES AND EQUITY		\$ 37,315,208.21
		TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Bond Fund - 33
Statement of Revenue and Expenditures and Fund Balance
July, 2019

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem Tax (Cur)	\$ -	\$ -	\$ -	\$ -	0.00%
Ad Valorem Tax (Prio)	\$ -	\$ -	\$ -	\$ -	0.00%
Interest Earnings	\$ -	\$ 85,483.16	\$ 85,483.16	\$ (85,483.16)	#DIV/0!
Bond Sales	\$ -	\$ -	\$ -	\$ -	0.00%
Note Sales	\$ -	\$ -	\$ -	\$ -	0.00%
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ -	\$ 85,483.16	\$ 85,483.16	\$ (85,483.16)	
EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Services	\$ -	\$ 48,811,928.61	\$ -	\$ -	\$ (48,811,928.61)
Property Services	\$ -	\$ 522,662.02	\$ -	\$ -	\$ (522,662.02)
Other Services	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies & Materials	\$ -	\$ 867,116.94	\$ -	\$ -	\$ (867,116.94)
Property	\$ -	\$ -	\$ -	\$ -	\$ -
Other Objects	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ -	\$ 50,201,707.57	\$ -	\$ -	\$ (50,201,707.57)
EXCESS REVENUES OVER EXPENDITURES			\$ 85,483.16	\$ 85,483.16	
FUND BALANCE - July 1, 2019				\$ 37,228,945.05	
FUND BALANCE - July 31, 2019				\$ 37,314,428.21	
				TRUE	

*This column is for information only and is included in the year-to-date actual amounts.

Lawton Public School District
Bond/Lease Fund - 34
Statement of Assets, Liabilities and Equity
July, 2019

ASSETS

Cash in Bank	\$	-
Cash & Equiv (BOK)	\$	5,213.52
Investments	\$	(0.00)
Interest		
Amounts to be Provided/Lease Note	\$	54,214,912.00

TOTAL ASSETS **\$ 54,220,125.52**

LIABILITIES AND EQUITY

Warrants Payable	\$	-
Deferred Revenue	\$	-
Lease Note Payable 2018	\$	46,295,000.00
Lease Note Int Payable 2018	\$	7,919,912.00

Total Liabilities \$ 54,214,912.00

Reserved	\$	-
Designated	\$	5,213.52
Undesignated	\$	-

Total Equity \$ 5,213.52

TOTAL LIABILITIES AND EQUITY **\$ 54,220,125.52**

TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Bond/Lease Fund - 34
Statement of Revenue and Expenditures and Fund Balance
July, 2019

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem Tax (Current)	\$ -	\$ -	\$ -	\$ -	0.00%
Ad Valorem Tax (Prior)	\$ -	\$ -	\$ -	\$ -	0.00%
Interest Earnings	\$ -	\$ 1,041.93	\$ 1,041.93	\$ (1,041.93)	#DIV/0!
Bond Sales	\$ -	\$ -	\$ -	\$ -	0.00%
Note Sales	\$ -	\$ -	\$ -	\$ -	0.00%
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ -	\$ 1,041.93	\$ 1,041.93	\$ (1,041.93)	
EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Services	\$ -	\$ -	\$ -	\$ -	\$ -
Property Services	\$ -	\$ -	\$ -	\$ -	\$ -
Other Services	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies & Materials	\$ -	\$ -	\$ -	\$ -	\$ -
Property	\$ -	\$ -	\$ -	\$ -	\$ -
Other Objects	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -
EXCESS REVENUES OVER EXPENDITURES			\$ 1,041.93	\$ 1,041.93	
FUND BALANCE - July 1, 2019				\$ 4,171.59	
FUND BALANCE - July 31, 2019				\$ 5,213.52	
				TRUE	

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Sinking Fund
Statement of Assets, Liabilities and Equity
July, 2019**

ASSETS

Cash in Bank	\$	3,208,572.76
Cash & Equiv (BOK)	\$	-
Accounts Receivable	\$	-
Investments	\$	2,000,000.00
Due To/From Other Funds	\$	-
Amounts to be Provided/Judgments/Teachers	\$	-
Amounts to be Provided/Judgments/New	\$	4,747.62
Amounts to be Provided/Bond	\$	26,467,580.00
Amounts Available/Lease Purchase	\$	-

TOTAL ASSETS **\$ 31,680,900.38**

LIABILITIES AND EQUITY

Warrants Payable	\$	-
Judgement Payable/2018	\$	4,053.47
Judgement Interest/2018	\$	694.15
Bond Payable 2016	\$	1,695,000.00
Bond Payable 2017	\$	2,250,000.00
Bond Payable 2017B	\$	3,775,000.00
Bond Payable 2018A	\$	3,060,000.00
Bond Payable 2019A	\$	14,380,000.00
Int Payable 2016	\$	19,492.50
Int Payable 2017	\$	33,750.00
Int Payable 2017B	\$	135,537.50
Int Payable 2018A	\$	112,200.00
Int Payable 2019A	\$	1,006,600.00

Total Liabilities \$ 26,472,327.62

Reserved		
Designated	\$	5,208,572.76
Undesignated	\$	-

Total Equity \$ 5,208,572.76

TOTAL LIABILITIES AND EQUITY **\$ 31,680,900.38**

TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Sinking Fund
Statement of Revenue and Expenditures and Fund Balance
July, 2019

REVENUES	ANNUAL BUDGET	*CUR MTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem Tax (Current Yr)	\$ -	\$ 16,990.58	\$ 16,990.58	\$ (16,990.58)	#DIV/0!
Ad Valorem Tax (Prior Yr)	\$ -	\$ 6,728.98	\$ 6,728.98	\$ (6,728.98)	#DIV/0!
Revenue in Lieu of Taxes	\$ -	\$ -	\$ -	\$ -	0.00%
Accrued Interest on Bonds	\$ -	\$ -	\$ -	\$ -	0.00%
Premium on Bonds Sales	\$ -	\$ -	\$ -	\$ -	
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ -	\$ 23,719.56	\$ 23,719.56	\$ (23,719.56)	
EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Other Objects/Bond Payme	\$ -	\$ -	\$ 122,400.00	\$ 122,400.00	\$ (122,400.00)
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ -	\$ -	\$ 122,400.00	\$ 122,400.00	\$ (122,400.00)
EXCESS REVENUES OVER EXPENDITURES			\$ (98,680.44)	\$ (98,680.44)	
FUND BALANCE - July 1, 2019			\$ 5,307,253.20		
FUND BALANCE - July 31, 2019			\$ 5,208,572.76		
			TRUE		

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Endowment Fund
Statement of Assets, Liabilities and Equity
July, 2019**

ASSETS

Cash in Bank	\$	(4,010.03)
Accounts Receivable	\$	-
Investments	\$	48,879.26
Investment Stifel	\$	146,705.09

TOTAL ASSETS		\$ 191,574.32

LIABILITIES AND EQUITY

Accounts Payable	\$	-
Warrants Payable	\$	-

Total Liabilities		\$ -

Reserved		
Designated	\$	191,574.32
Undesignated	\$	-

Total Equity		\$ 191,574.32

TOTAL LIABILITIES AND EQUITY		\$ 191,574.32
		TRUE



LANCE GIBBS, DISTRICT TREASURER

**Lawton Public School District
Endowment Fund
Statement of Revenue and Expenditures and Fund Balance
July, 2019**

REVENUES	ANNUAL BUDGET	*CUR MTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Interest Earnings	\$ -	\$ 4,440.65	\$ 4,440.65	\$ (4,440.65)	#DIV/0!
Contributions/Donations	\$ -	\$ -	\$ -	\$ -	0.00%
Refund Prior Yr Expenditure	\$ -	\$ -	\$ -	\$ -	
Fund Transfer	\$ -	\$ -	\$ -	\$ -	0.00%
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ -	\$ 4,440.65	\$ 4,440.65	\$ (4,440.65)	
EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Other Objects/Scholarships	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	
TOTAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -
EXCESS REVENUES OVER EXPENDITURES			\$ 4,440.65	\$ 4,440.65	
FUND BALANCE - July 1, 2019			\$ 187,133.67		
FUND BALANCE - July 31, 2019			\$ 191,574.32		
			TRUE		

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Activity Fund
Statement of Assets, Liabilities and Equity
July, 2019**

ASSETS

Cash in Bank	\$	98,890.74
Cash & Equiv (OLAP)	\$	1,909,639.89
Interest	\$	-

TOTAL ASSETS		\$ 2,008,530.63

LIABILITIES AND EQUITY

Checks Payable	\$	12,123.10
Due to Student Groups	\$	-

Total Liabilities	\$	12,123.10

Reserved		
Designated	\$	1,996,407.53
Undesignated	\$	-

Total Equity	\$	1,996,407.53

TOTAL LIABILITIES AND EQUITY		\$ 2,008,530.63
		TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Activity Fund
Statement of Revenue and Expenditures and Fund Balance
July, 2019

REVENUES	*CUR MTH ACTUAL	YTD ACTUAL
District Summer School Tuition	\$ -	\$ -
District Extended School Care	\$ -	\$ -
District Interest Earnings	\$ 3,453.89	\$ 3,453.89
District Commissions	\$ 57.58	\$ 57.58
District Damages to School Property	\$ -	\$ -
District Lost Textbooks	\$ 86.00	\$ 86.00
District Misc Reimbursements	\$ -	\$ -
District Contributions/Donations	\$ 40,714.95	\$ 40,714.95
District Student Lunch, Bkft, Milk	\$ -	\$ -
Athletic Admissions	\$ 288.00	\$ 288.00
Athletic Advertising/Program Sales	\$ 1,505.00	\$ 1,505.00
Athletic Concession Sales	\$ 170.00	\$ 170.00
Athletic Fees/Penalties/Fines	\$ -	\$ -
Athletic Supplies/Material Sold to Students	\$ 344.00	\$ 344.00
Athletic Other Revenue	\$ 3,541.22	\$ 3,541.22
School Admissions	\$ -	\$ -
School Concession Sales	\$ -	\$ -
School Merchandise Purchased/Resale	\$ 1,574.00	\$ 1,574.00
School Student Clubs/Organizations	\$ 5,871.00	\$ 5,871.00
School Student Store Sales	\$ -	\$ -
School Other Activity Fund Receipts	\$ 19,342.00	\$ 19,342.00
District Cash/Change	\$ -	\$ -
District Misc Revenue Transferred	\$ -	\$ -
District Insuf Funds/Returned Checks	\$ 171.00	\$ 171.00
TOTAL REVENUE	\$ 77,118.64	\$ 77,118.64
EXPENSES	*CUR MTH ACTUAL	YTD ACTUAL
Prof & Tech Services	\$ -	\$ -
Property Services	\$ -	\$ -
Other Services	\$ 269.90	\$ 269.90
Supplies & Materials	\$ 4,001.60	\$ 4,001.60
Property	\$ -	\$ -
Other Objects	\$ 40.00	\$ 40.00
Other Uses of Funds	\$ 4,550.00	\$ 4,550.00
TOTAL EXPENSES	\$ 8,861.50	\$ 8,861.50
EXCESS REVENUES OVER EXPENDITURES	\$ 68,257.14	\$ 68,257.14
FUND BALANCE - July 1, 2019		\$ 1,928,150.39
FUND BALANCE - July 31, 2019		\$ 1,996,407.53
		TRUE

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Gifts Fund
Statement of Assets, Liabilities and Equity
July, 2019**

ASSETS

Cash in Bank	\$	6,000.00
Investments	\$	(0.00)
Interest	\$	-

TOTAL ASSETS	\$	6,000.00

LIABILITIES AND EQUITY

Warrants Payable	\$	-

Total Liabilities	\$	-

Unreserved		
Designated	\$	6,000.00
Undesignated	\$	-

Total Equity	\$	6,000.00

TOTAL LIABILITIES AND EQUITY	\$	6,000.00
		TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Gifts Fund
Statement of Revenue and Expenditures and Fund Balance
July, 2019

REVENUES	ANNUAL BUDGET	*CUR MTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Interest Earnings	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Contributions/Donations	\$ -	\$ 6,000.00	\$ 6,000.00	\$ (6,000.00)	0.00%
Fund Transfer	\$ -	\$ -		\$ -	0.00%
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ -	\$ 6,000.00	\$ 6,000.00	\$ (6,000.00)	
EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Other Objects/Scholarships	\$ -	\$ 8,500.00	\$ -	\$ -	\$ (8,500.00)
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ -	\$ 8,500.00	\$ -	\$ -	\$ (8,500.00)
EXCESS REVENUES OVER EXPENDITURES			\$ 6,000.00	\$ 6,000.00	
FUND BALANCE - July 1, 2019			\$ -		
FUND BALANCE - July 31, 2019			\$ 6,000.00		
			TRUE		

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Workers Comp Fund
Statement of Assets, Liabilities and Equity
July, 2019**

ASSETS

Cash in Bank	\$	13,479.65
Accounts Receivable	\$	-
Investments	\$	-
Amts Provided/Compensation Balances	\$	192,179.82
Interest	\$	-

TOTAL ASSETS **\$ 205,659.47**

LIABILITIES AND EQUITY

Warrants Payable	\$	114.62
Accured Comp Balance/Old WC Claims	\$	192,179.82

Total Liabilities \$ 192,294.44

Restricted		
Designated	\$	-
Undesignated	\$	13,365.03

Total Equity \$ 13,365.03

TOTAL LIABILITIES AND EQUITY **\$ 205,659.47**
TRUE



LANCE GIBBS, DISTRICT TREASURER

**Lawton Public School District
Workers Comp Fund
Statement of Revenue and Expenditures and Fund Balance
July, 2019**

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Misc Reimbursements	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Insurance Premium	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ -	\$ -	\$ -	\$ -	
EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Other Objects/Pr Yr Claims	\$ -	\$ 50,000.00	\$ 806.62	\$ 806.62	\$ (50,806.62)
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ -	\$ 50,000.00	\$ 806.62	\$ 806.62	\$ (50,806.62)
EXCESS REVENUES OVER EXPENDITURES			\$ (806.62)	\$ (806.62)	
FUND BALANCE - July 1, 2019			\$ 14,171.65		
FUND BALANCE - July 31, 2019			\$ 13,365.03		
			TRUE		

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
General Fund
Statement of Assets, Liabilities and Equity
August, 2019**

ASSETS

Cash in Bank	\$	26,153,096.08	
Investments	\$	(4,917,312.61)	
Accounts Receivable	\$	-	
Property Taxes - Current	\$	-	
Property Taxes - Delinquent	\$	-	
Inventory	\$	373,429.50	
Food Service Commodities	\$	15,997.71	
Land	\$	2,951,394.94	
Buildings and Depreciation	\$	60,093,116.10	
Building Improvements	\$	43,392,312.68	
Furniture/Equipment and Depreciation	\$	6,657,521.38	
Construction in Progress	\$	22,852,209.20	
Vehicles and Depreciation	\$	7,111,772.38	
Amounts to be Provided/Comp Bal/Vacation	\$	646,247.83	
Amounts to be Provided/Comp Bal/Sick Leave	\$	685,415.99	
Amounts Available/Lease Purchase	\$	-	
TOTAL ASSETS			\$ 166,015,201.18

LIABILITIES AND EQUITY

Accounts Payable	\$	-	
Warrants Payable	\$	645,518.92	
Payroll Payable	\$	-	
Payroll Liabilities	\$	-	
Accrued Compensated Balance/Vacation	\$	646,247.83	
Accrued Compensated Balance/Sick Leave	\$	685,415.99	
Lease Purchase Payable	\$	-	
Total Liabilities			\$ 1,977,182.74
Restricted			
Capital Assets (Net)	\$	143,058,326.68	
Food Service Commodities	\$	15,997.71	
Unbudgeted	\$	-	
Unreserved			
Designated	\$	20,963,694.05	
Undesignated	\$	-	
Total Equity			\$ 164,038,018.44
TOTAL LIABILITIES AND EQUITY BALANCE			\$ 166,015,201.18

TRUE



LANCE GIBBS, DISTRICT TREASURER

\$ (0.00)

Lawton Public School District
General Fund
Statement of Revenue and Expenditures and Fund Balance
August, 2019

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem (Current)	\$ -	\$ -	\$ 45,499.56	\$ (45,499.56)	#DIV/0!
Ad Valorem (Prior)	\$ -	\$ 64,854.14	\$ 95,418.75	\$ (95,418.75)	#DIV/0!
Revenue In-Lieu	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Summer School Tuition	\$ -	\$ -	\$ 160.00	\$ (160.00)	#DIV/0!
Transfer Fees	\$ -	\$ -	\$ 5,933.11	\$ (5,933.11)	#DIV/0!
Other Tuition & Fees	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Interest Earnings	\$ -	\$ 35,649.05	\$ 81,264.57	\$ (81,264.57)	#DIV/0!
Rental/Facilities	\$ -	\$ 540.00	\$ 775.00	\$ (775.00)	#DIV/0!
Sales of Bldgs	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Sales of Equipment	\$ -	\$ 53.30	\$ 2,148.80	\$ (2,148.80)	#DIV/0!
Insurance Loss Recoveries	\$ -	\$ -	\$ 188.80	\$ (188.80)	#DIV/0!
Damages to Property	\$ -	\$ 6,402.24	\$ 6,402.24	\$ (6,402.24)	#DIV/0!
Misc Reimbursements	\$ -	\$ 101,096.55	\$ 156,636.75	\$ (156,636.75)	#DIV/0!
Contributions/Donations	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Insurance Premium	\$ -	\$ 1,211.26	\$ 1,304.00	\$ (1,304.00)	#DIV/0!
District Contracts	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Refund/Prior Year	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Student Lunch/Brkf/Milk	\$ -	\$ (3,000.00)	\$ (3,000.00)	\$ 3,000.00	#DIV/0!
Adult Lunch/Brkf	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Other CN Revenue	\$ -	\$ -	\$ 459,509.85	\$ (459,509.85)	#DIV/0!
Local Revenue	\$ -	\$ 206,806.54	\$ 852,241.43	\$ (852,241.43)	
County 4 Mill	\$ -	\$ 7,148.96	\$ 14,470.32	\$ (14,470.32)	#DIV/0!
County Apportionment	\$ -	\$ 31,760.05	\$ 63,459.84	\$ (63,459.84)	#DIV/0!
County Revenue	\$ -	\$ 38,909.01	\$ 77,930.16	\$ (77,930.16)	
Gross Production Tax	\$ -	\$ 1,270.57	\$ 3,620.44	\$ (3,620.44)	#DIV/0!
Motor Vehicle Tax	\$ -	\$ 565,595.16	\$ 1,088,931.57	\$ (1,088,931.57)	#DIV/0!
Rural Electric Tax	\$ -	\$ 3,541.98	\$ 6,815.45	\$ (6,815.45)	#DIV/0!
State Sch Land Earnings	\$ -	\$ 102,267.42	\$ 253,459.89	\$ (253,459.89)	#DIV/0!
Vehicle Tax Stamp	\$ -	\$ 2,682.63	\$ 3,153.07	\$ (3,153.07)	#DIV/0!
Foundation State Aid	\$ -	\$ 4,713,742.00	\$ 4,713,742.00	\$ (4,713,742.00)	#DIV/0!
Educ Flex Benefits	\$ -	\$ 1,077,122.81	\$ 1,077,122.81	\$ (1,077,122.81)	#DIV/0!
Alternative Education	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Professional Development	\$ -	\$ -	\$ -	\$ -	#DIV/0!
State Textbook	\$ -	\$ 56,981.01	\$ 56,981.01	\$ (56,981.01)	#DIV/0!
Misc State Revenue	\$ -	\$ -	\$ -	\$ -	#DIV/0!
State Matching	\$ -	\$ -	\$ -	\$ -	#DIV/0!
State Vocational Progs	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Capital Outlay	\$ -	\$ -	\$ -	\$ -	#DIV/0!
State Revenue	\$ -	\$ 6,523,203.58	\$ 7,203,826.24	\$ (7,203,826.24)	
Title VIII, Impact Aid	\$ -	\$ -	\$ 770,211.11	\$ (770,211.11)	#DIV/0!
Title VII-A, Ind Educ	\$ 243,966.00	\$ -	\$ 49,742.16	\$ 194,223.84	20.39%
ROTC	\$ -	\$ 11,998.93	\$ 30,539.22	\$ (30,539.22)	#DIV/0!
Title I, Basic Program	\$ -	\$ -	\$ 514,228.39	\$ (514,228.39)	#DIV/0!

Title II-D, Tchr/Prin Traini	\$	-	\$	-	\$	32,931.28	\$	(32,931.28)	#DIV/0!
Title III-A, Limited English	\$	-	\$	-	\$	4,558.79	\$	(4,558.79)	#DIV/0!
Title IV, 21st Century Sch	\$	-	\$	-	\$	60,587.99	\$	(60,587.99)	#DIV/0!
IDEA-B, Inds with Disabili	\$	-	\$	1,084,794.78	\$	1,084,794.78	\$	(1,084,794.78)	#DIV/0!
IDEA-B, Preschool	\$	-	\$	9,290.08	\$	9,290.08	\$	(9,290.08)	#DIV/0!
Title X, Homeless Educ	\$	-	\$	500.00	\$	9,638.95	\$	(9,638.95)	#DIV/0!
Johnson-O'Malley Progra	\$	82,199.28	\$	59,043.00	\$	59,043.00	\$	23,156.28	71.83%
Adult Education	\$	-	\$	-	\$	-	\$	-	#DIV/0!
Misc Federal Revenue	\$	-	\$	-	\$	5,669.63	\$	(5,669.63)	#DIV/0!
Federal/Lunches	\$	-	\$	-	\$	-	\$	-	#DIV/0!
Federal/Breakfast	\$	-	\$	-	\$	-	\$	-	#DIV/0!
Summer Feeding Prog	\$	-	\$	39,935.54	\$	99,322.07	\$	(99,322.07)	#DIV/0!
Farm Bill Equip Grant	\$	-	\$	-	\$	-	\$	-	#DIV/0!
Carl Perkins Voc Grant	\$	-	\$	69,663.06	\$	69,663.06	\$	(69,663.06)	#DIV/0!
Federal Revenue	\$	326,165.28	\$	1,275,225.39	\$	2,800,220.51	\$	(2,474,055.23)	

Activity Fund Reimbs	\$	-	\$	6,177.60	\$	6,177.60	\$	(6,177.60)	#DIV/0!
Correcting Entries	\$	-	\$	(18,548.95)	\$	(10,881.63)	\$	10,881.63	#DIV/0!
Estopped Warrants	\$	-	\$	-	\$	-	\$	-	0.00%
Non-Revenue	\$	-	\$	(12,371.35)	\$	(4,704.03)	\$	4,704.03	

TOTAL REVENUE **\$** **326,165.28** **\$** **8,031,773.17** **\$** **10,929,514.31** **\$** **(10,603,349.03)**

EXPENSES		ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Salaries	\$	235,438.05	\$ 69,709,190.31	\$ 1,188,370.12	\$ 1,188,370.12	\$(70,662,122.38)
Benefits	\$	41,809.17	\$ 11,713,031.49	\$ 326,028.64	\$ 528,869.20	\$(12,200,091.52)
Prof & Tech Services	\$	300.00	\$ 692,584.15	\$ 119,838.37	\$ 145,231.04	\$(837,515.19)
Property Services	\$	-	\$ 1,138,677.33	\$ 192,026.88	\$ 537,554.53	\$(1,676,231.86)
Other Services	\$	2,180.05	\$ 2,586,725.87	\$ 226,676.02	\$ 1,638,602.15	\$(4,223,147.97)
Supplies & Materials	\$	299,380.50	\$ 7,767,180.18	\$ 613,869.16	\$ 613,869.16	\$(8,081,668.84)
Property	\$	-	\$ 135,077.00	\$ 41,234.84	\$ 41,234.84	\$(176,311.84)
Other Objects	\$	3,756.00	\$ 303,084.00	\$ 85,039.00	\$ 85,114.00	\$(384,442.00)
Other Uses of Funds	\$	9,161.51	\$ -	\$ -	\$ -	\$ 9,161.51
TOTAL EXPENSES	\$	592,025.28	\$ 94,045,550.33	\$ 2,793,083.03	\$ 4,778,845.04	\$(98,232,370.09)

**EXCESS REVENUES
OVER EXPENDITURES** **\$** **5,238,690.14** **\$** **6,150,669.27**

FUND BALANCE - July 1, 2019 **\$** **14,813,024.78**

FUND BALANCE - August 31, 2019 **\$** **20,963,694.05**

TRUE

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Building Levy
Statement of Assets, Liabilities and Equity
August, 2019**

ASSETS

Cash in Bank	\$	790,656.80
Property Taxes - Current	\$	-
Property Taxes - Delinquent	\$	-
Investments	\$	-
Interest	\$	-
Amounts Available/Lease Purchase	\$	-

TOTAL ASSETS	\$	790,656.80

LIABILITIES AND EQUITY

Warrants Payable	\$	945.00
Lease Purchase Payable	\$	-
Int Payable/Lease Purchase	\$	-
Deferred Revenue	\$	-

Total Liabilities	\$	945.00

Reserved		
Designated	\$	789,711.80
Undesignated	\$	-

Total Equity	\$	789,711.80

TOTAL LIABILITIES AND EQUITY	\$	790,656.80
		TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Building Levy
Statement of Revenue and Expenditures and Fund Balance
August, 2019

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem Tax (Current	\$ -	\$ -	\$ 6,505.40	\$ (6,505.40)	#DIV/0!
Ad Valorem Tax (Prior Yr	\$ -	\$ 9,272.66	\$ 13,642.73	\$ (13,642.73)	#DIV/0!
Revenue in Lieu of Taxes	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Misc Reimbursements	\$ -	\$ 457,881.16	\$ 457,881.16	\$ (457,881.16)	#DIV/0!
Contributions/Donations	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Misc Federal Sources	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Non-Revenue Receipts	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	#DIV/0!
TOTAL REVENUE	\$ -	\$ 467,153.82	\$ 478,029.29	\$ (478,029.29)	
EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Services	\$ -	\$ 2,316,636.17	\$ 181,401.67	\$ 181,401.67	\$ (2,498,037.84)
Property Services	\$ -	\$ 224,071.74	\$ 19,468.02	\$ 19,468.02	\$ (243,539.76)
Other Services	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies & Materials	\$ -	\$ 478,090.39	\$ 126,888.12	\$ 126,888.12	\$ (604,978.51)
Property	\$ -	\$ -	\$ -	\$ -	\$ -
Other Objects	\$ -	\$ 4,900.00	\$ -	\$ -	\$ (4,900.00)
TOTAL EXPENSES	\$ -	\$ 3,023,698.30	\$ 327,757.81	\$ 327,757.81	\$ (3,351,456.11)
EXCESS REVENUES OVER EXPENDITURES			\$ 139,396.01	\$ 150,271.48	
FUND BALANCE - July 1, 2019			\$ 639,440.32		
FUND BALANCE - August 31, 2019			\$ 789,711.80		
			TRUE		

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Municipal Tax Fund
Statement of Assets, Liabilities and Equity
August, 2019**

ASSETS

Cash in Bank	\$	253,776.13
Property Taxes - Current		
Property Taxes - Delinquent		
Investments	\$	-
Interest		

TOTAL ASSETS		\$ 253,776.13

LIABILITIES AND EQUITY

Warrants Payable	\$	0.00
Deferred Revenue	\$	-
 Total Liabilities	 \$	 0.00

Reserved		
Designated	\$	253,776.13
Undesignated	\$	-
 Total Equity	 \$	 253,776.13

TOTAL LIABILITIES AND EQUITY		\$ 253,776.13
		TRUE



LANCE GIBBS, DISTRICT TREASURER

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Local Government Unit	\$ -	\$ -	\$ -	\$ -	0.00%
Non-Revenue Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ -	\$ -	\$ -	\$ -	
EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Services	\$ -	\$ -	\$ -	\$ -	\$ -
Property Services	\$ -	\$ -	\$ -	\$ -	\$ -
Other Services	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies & Materials	\$ -	\$ -	\$ -	\$ -	\$ -
Property	\$ -	\$ -	\$ -	\$ -	\$ -
Other Objects	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -
EXCESS REVENUES OVER EXPENDITURES			\$ -	\$ -	
FUND BALANCE - July 1, 2019			\$ 253,776.13		
FUND BALANCE - August 31, 2019			\$ 253,776.13		
			TRUE		

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Municipal Tax Fund
Statement of Assets, Liabilities and Equity
August, 2019**

ASSETS

Cash in Bank	\$ 2,470,898.06
Investments	\$ 2,500,000.00
Interest	

TOTAL ASSETS	\$ 4,970,898.06

LIABILITIES AND EQUITY

Warrants Payable	\$ (0.00)
Deferred Revenue	\$ -
 Total Liabilities	 \$ (0.00)

Reserved	
Designated	\$ 4,970,898.06
Undesignated	\$ -
 Total Equity	 \$ 4,970,898.06

TOTAL LIABILITIES AND EQUITY	\$ 4,970,898.06
	TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Municipal Tax Fund
Statement of Revenue and Expenditures and Fund Balance
August, 2019

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Local Government Unit	\$ -	\$ 208,333.33	\$ 416,666.66	\$ (416,666.66)	#DIV/0!
Non-Revenue Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ -	\$ 208,333.33	\$ 416,666.66	\$ (416,666.66)	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Services	\$ -	\$ 90,542.36	\$ -	\$ -	\$ (90,542.36)
Property Services	\$ -	\$ 12,844.28	\$ 27,155.72	\$ 27,155.72	\$ (40,000.00)
Other Services	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies & Materials	\$ -	\$ -	\$ -	\$ -	\$ -
Property	\$ -	\$ -	\$ -	\$ -	\$ -
Other Objects	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ -	\$ 103,386.64	\$ 27,155.72	\$ 27,155.72	\$ (130,542.36)

EXCESS REVENUES **\$ 181,177.61**
OVER EXPENDITURES **\$ 389,510.94**

FUND BALANCE - July 1, 2019 **\$ 4,581,387.12**
FUND BALANCE - August 31, 2019 **\$ 4,970,898.06**
TRUE

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Bond Fund - 31
Statement of Assets, Liabilities and Equity
August, 2019**

ASSETS

Cash in Bank	\$	(1,418,762.45)
Cash & Equiv (BOK)	\$	-
Accounts Receivable		
Property Taxes - Current		
Property Taxes - Delinquent		
Investments	\$	1,515,000.00
Interest		

TOTAL ASSETS	\$	96,237.55

LIABILITIES AND EQUITY

Warrants Payable	\$	(0.00)
Deferred Revenue	\$	-

Total Liabilities	\$	(0.00)

Reserved	\$	-
Designated	\$	96,237.55
Undesignated	\$	-

Total Equity	\$	96,237.55

TOTAL LIABILITIES AND EQUITY	\$	96,237.55
		TRUE



LANCE GIBBS, DISTRICT TREASURER

**Lawton Public School District
Bond Fund - 32
Statement of Assets, Liabilities and Equity
August, 2019**

ASSETS

Cash in Bank	\$	(3,100,678.53)
Cash & Equiv (BOK)	\$	-
Investments	\$	7,000,000.00
Interest		

TOTAL ASSETS		\$ 3,899,321.47

LIABILITIES AND EQUITY

Warrants Payable	\$	0.00
Deferred Revenue	\$	-
 Total Liabilities		 \$ 0.00
 Reserved	\$	 -
Designated	\$	3,899,321.47
Undesignated	\$	-
 Total Equity		 \$ 3,899,321.47

TOTAL LIABILITIES AND EQUITY		\$ 3,899,321.47
		TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Bond Fund - 32
Statement of Revenue and Expenditures and Fund Balance
August, 2019

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem Tax (C) \$	-	\$ -	\$ -	\$ -	0.00%
Ad Valorem Tax (P) \$	-	\$ -	\$ -	\$ -	0.00%
Bond Sales \$	-	\$ -	\$ -	\$ -	0.00%
Estopped Warrants \$	-	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE \$	-	\$ -	\$ -	\$ -	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Services \$	-	\$ 176,847.59	\$ 2,332.00	\$ 2,332.00	\$ (179,179.59)
Property Services \$	-	\$ 8,320.00	\$ 8,419.85	\$ 8,419.85	\$ (16,739.85)
Other Services \$	-	\$ -	\$ -	\$ -	\$ -
Supplies & Material \$	-	\$ -	\$ -	\$ -	\$ -
Property \$	-	\$ 187,614.00	\$ -	\$ -	\$ (187,614.00)
Other Objects \$	-	\$ 2,185.00	\$ 315.00	\$ 315.00	\$ (2,500.00)
TOTAL EXPENSE \$	-	\$ 374,966.59	\$ 11,066.85	\$ 11,066.85	\$ (386,033.44)
EXCESS REVENUES OVER EXPENDITURES			\$ (11,066.85)	\$ (11,066.85)	

FUND BALANCE - July 1, 2019 **\$ 3,910,388.32**
FUND BALANCE - August 31, 2019 **\$ 3,899,321.47**
TRUE

*This column is for information only and is included in the year-to-date actual amounts.

Lawton Public School District
Bond Fund - 33
Statement of Assets, Liabilities and Equity
August, 2019

ASSETS

Cash in Bank	\$	(18,777,532.77)
Cash & Equiv (BOK)	\$	53,539,754.92
Investments	\$	(0.00)
Interest		

TOTAL ASSETS		\$ 34,762,222.15

LIABILITIES AND EQUITY

Warrants Payable	\$	7,344.00	
Deferred Revenue	\$	-	
 Total Liabilities			 \$ 7,344.00
 Reserved	\$	-	
Designated	\$	34,754,878.15	
Undesignated	\$	-	
 Total Equity			 \$ 34,754,878.15

TOTAL LIABILITIES AND EQUITY		\$ 34,762,222.15
		TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Bond Fund - 33
Statement of Revenue and Expenditures and Fund Balance
August, 2019

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem Tax (Cur)	\$ -	\$ -	\$ -	\$ -	0.00%
Ad Valorem Tax (Prio)	\$ -	\$ -	\$ -	\$ -	0.00%
Interest Earnings	\$ -	\$ 83,658.38	\$ 169,141.54	\$ (169,141.54)	#DIV/0!
Bond Sales	\$ -	\$ -	\$ -	\$ -	0.00%
Note Sales	\$ -	\$ -	\$ -	\$ -	0.00%
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%

TOTAL REVENUE	\$ -	\$ 83,658.38	\$ 169,141.54	\$ (169,141.54)	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Services	\$ -	\$ 37,590,880.39	\$ 1,753,191.77	\$ 1,753,191.77	\$ (39,344,072.16)
Property Services	\$ -	\$ 364,409.95	\$ 157,604.05	\$ 157,604.05	\$ (522,014.00)
Other Services	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies & Materials	\$ -	\$ 1,001,751.50	\$ 729,412.62	\$ 729,412.62	\$ (1,731,164.12)
Property	\$ -	\$ 54,717.00	\$ -	\$ -	\$ (54,717.00)
Other Objects	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	\$ (3,000.00)

TOTAL EXPENSES	\$ -	\$ 39,011,758.84	\$ 2,643,208.44	\$ 2,643,208.44	\$ (41,654,967.28)

EXCESS REVENUES OVER EXPENDITURES		\$ (2,559,550.06)	\$ (2,474,066.90)

FUND BALANCE - July 1, 2019	\$ 37,228,945.05
FUND BALANCE - August 31, 2019	\$ 34,754,878.15
	TRUE

*This column is for information only and is included in the year-to-date actual amounts.

Lawton Public School District
Bond/Lease Fund - 34
Statement of Assets, Liabilities and Equity
August, 2019

ASSETS

Cash in Bank	\$	-
Cash & Equiv (BOK)	\$	5,221.68
Investments	\$	(0.00)
Interest		
Amounts to be Provided/Lease Note	\$	54,214,912.00

TOTAL ASSETS **\$ 54,220,133.68**

LIABILITIES AND EQUITY

Warrants Payable	\$	-
Deferred Revenue	\$	-
Lease Note Payable 2018	\$	46,295,000.00
Lease Note Int Payable 2018	\$	7,919,912.00

Total Liabilities \$ 54,214,912.00

Reserved	\$	-
Designated	\$	5,221.68
Undesignated	\$	-

Total Equity \$ 5,221.68

TOTAL LIABILITIES AND EQUITY **\$ 54,220,133.68**

TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Bond/Lease Fund - 34
Statement of Revenue and Expenditures and Fund Balance
August, 2019

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem Tax (Current)	\$ -	\$ -	\$ -	\$ -	0.00%
Ad Valorem Tax (Prior)	\$ -	\$ -	\$ -	\$ -	0.00%
Interest Earnings	\$ -	\$ 8.16	\$ 1,050.09	\$ (1,050.09)	#DIV/0!
Bond Sales	\$ -	\$ -	\$ -	\$ -	0.00%
Note Sales	\$ -	\$ -	\$ -	\$ -	0.00%
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ -	\$ 8.16	\$ 1,050.09	\$ (1,050.09)	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Services	\$ -	\$ -	\$ -	\$ -	\$ -
Property Services	\$ -	\$ -	\$ -	\$ -	\$ -
Other Services	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies & Materials	\$ -	\$ -	\$ -	\$ -	\$ -
Property	\$ -	\$ -	\$ -	\$ -	\$ -
Other Objects	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -
EXCESS REVENUES OVER EXPENDITURES			\$ 8.16	\$ 1,050.09	

FUND BALANCE - July 1, 2019 **\$ 4,171.59**
FUND BALANCE - August 31, 2019 **\$ 5,221.68**
TRUE

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Sinking Fund
Statement of Assets, Liabilities and Equity
August, 2019**

ASSETS

Cash in Bank	\$	3,221,303.43
Investments	\$	2,000,000.00
Due To/From Other Funds	\$	-
Amounts to be Provided/Judgments/Teachers	\$	-
Amounts to be Provided/Judgments/New	\$	4,747.62
Amounts to be Provided/Bond	\$	26,457,833.75
Amounts Available/Lease Purchase	\$	-

TOTAL ASSETS **\$ 31,683,884.80**

LIABILITIES AND EQUITY

Warrants Payable	\$	-
Judgement Payable/2018	\$	4,053.47
Judgement Interest/2018	\$	694.15
Bond Payable 2016	\$	1,695,000.00
Bond Payable 2017	\$	2,250,000.00
Bond Payable 2017B	\$	3,775,000.00
Bond Payable 2018A	\$	3,060,000.00
Bond Payable 2019A	\$	14,380,000.00
Int Payable 2016	\$	9,746.25
Int Payable 2017	\$	33,750.00
Int Payable 2017B	\$	135,537.50
Int Payable 2018A	\$	112,200.00
Int Payable 2019A	\$	1,006,600.00

Total Liabilities \$ 26,462,581.37

Reserved		
Designated	\$	5,221,303.43
Undesignated	\$	-

Total Equity \$ 5,221,303.43

TOTAL LIABILITIES AND EQUITY **\$ 31,683,884.80**

TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Sinking Fund
Statement of Revenue and Expenditures and Fund Balance
August, 2019

REVENUES	ANNUAL BUDGET	*CUR MTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem Tax (Current Yr)	\$ -	\$ -	\$ 16,990.58	\$ (16,990.58)	#DIV/0!
Ad Valorem Tax (Prior Yr)	\$ -	\$ 22,476.92	\$ 29,205.90	\$ (29,205.90)	#DIV/0!
Revenue in Lieu of Taxes	\$ -	\$ -	\$ -	\$ -	0.00%
Accrued Interest on Bonds	\$ -	\$ -	\$ -	\$ -	0.00%
Premium on Bonds Sales	\$ -	\$ -	\$ -	\$ -	
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ -	\$ 22,476.92	\$ 46,196.48	\$ (46,196.48)	
EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Other Objects/Bond Payme	\$ -	\$ -	\$ 9,746.25	\$ 132,146.25	\$ (132,146.25)
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ -	\$ -	\$ 9,746.25	\$ 132,146.25	\$ (132,146.25)
EXCESS REVENUES OVER EXPENDITURES			\$ 12,730.67	\$ (85,949.77)	
FUND BALANCE - July 1, 2019			\$ 5,307,253.20		
FUND BALANCE - August 31, 2019			\$ 5,221,303.43		
			TRUE		

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Endowment Fund
Statement of Assets, Liabilities and Equity
August, 2019**

ASSETS

Cash in Bank	\$	(4,010.03)
Accounts Receivable	\$	-
Investments	\$	48,982.65
Investment Stifel	\$	146,576.67

TOTAL ASSETS		\$ 191,549.29

LIABILITIES AND EQUITY

Accounts Payable	\$	-
Warrants Payable	\$	-

Total Liabilities	\$	-

Reserved		
Designated	\$	191,549.29
Undesignated	\$	-

Total Equity	\$	191,549.29

TOTAL LIABILITIES AND EQUITY	\$	191,549.29
		TRUE



LANCE GIBBS, DISTRICT TREASURER

**Lawton Public School District
Endowment Fund
Statement of Revenue and Expenditures and Fund Balance
August, 2019**

REVENUES	ANNUAL BUDGET	*CUR MTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Interest Earnings	\$ -	\$ (25.03)	\$ 4,415.62	\$ (4,415.62)	#DIV/0!
Contributions/Donations	\$ -	\$ -	\$ -	\$ -	0.00%
Refund Prior Yr Expenditure	\$ -	\$ -	\$ -	\$ -	
Fund Transfer	\$ -	\$ -	\$ -	\$ -	0.00%
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ -	\$ (25.03)	\$ 4,415.62	\$ (4,415.62)	
EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Other Objects/Scholarships	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	
TOTAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -
EXCESS REVENUES OVER EXPENDITURES			\$ (25.03)	\$ 4,415.62	
FUND BALANCE - July 1, 2019			\$ 187,133.67		
FUND BALANCE - August 31, 2019			\$ 191,549.29		
			TRUE		

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Activity Fund
Statement of Assets, Liabilities and Equity
August, 2019**

ASSETS

Cash in Bank	\$ 161,709.31
Cash & Equiv (OLAP)	\$ 1,913,003.12
Interest	\$ -

TOTAL ASSETS	\$ 2,074,712.43

LIABILITIES AND EQUITY

Checks Payable	\$ 78,450.10
Due to Student Groups	\$ -

Total Liabilities	\$ 78,450.10

Reserved	
Designated	\$ 1,996,262.33
Undesignated	\$ -

Total Equity	\$ 1,996,262.33

TOTAL LIABILITIES AND EQUITY	\$ 2,074,712.43
	TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Activity Fund
Statement of Revenue and Expenditures and Fund Balance
August, 2019

REVENUES	*CUR MTH ACTUAL	YTD ACTUAL
District Summer School Tuition	\$ -	\$ -
District Extended School Care	\$ 30,694.00	\$ 30,694.00
District Interest Earnings	\$ 3,415.69	\$ 6,849.38
District Commissions	\$ 469.10	\$ 526.68
District Damages to School Property	\$ -	\$ -
District Lost Textbooks	\$ 347.97	\$ 433.97
District Misc Reimbursements	\$ 19.00	\$ 19.00
District Contributions/Donations	\$ 1,604.00	\$ 42,318.95
District Student Lunch, Bkft, Milk	\$ 3,000.00	\$ 3,000.00
Athletic Admissions	\$ 11,880.00	\$ 12,168.00
Athletic Advertising/Program Sales	\$ 6,068.00	\$ 7,573.00
Athletic Concession Sales	\$ 1,457.53	\$ 1,627.53
Athletic Fees/Penalties/Fines	\$ 675.00	\$ 675.00
Athletic Supplies/Material Sold to Students	\$ -	\$ 344.00
Athletic Other Revenue	\$ 10,716.02	\$ 14,257.24
School Admissions	\$ -	\$ -
School Concession Sales	\$ 406.25	\$ 406.25
School Merchandise Purchased/Resale	\$ 78,787.93	\$ 80,361.93
School Student Clubs/Organizations	\$ 11,771.07	\$ 17,642.07
School Student Store Sales	\$ 2,599.75	\$ 2,599.75
School Other Activity Fund Receipts	\$ 66,012.24	\$ 85,354.24
District Cash/Change	\$ 50.00	\$ 50.00
District Misc Revenue Transferred	\$ -	\$ -
District Insuf Funds/Returned Checks	\$ 25.00	\$ 196.00
TOTAL REVENUE	\$ 229,998.55	\$ 307,096.99
EXPENSES	*CUR MTH ACTUAL	YTD ACTUAL
Prof & Tech Services	\$ 10,485.31	\$ 10,485.31
Property Services	\$ 1,480.31	\$ 1,480.31
Other Services	\$ 19,958.20	\$ 20,228.10
Supplies & Materials	\$ 125,340.29	\$ 129,466.89
Property	\$ -	\$ 28,261.38
Other Objects	\$ 22,035.52	\$ 22,075.52
Other Uses of Funds	\$ 22,437.54	\$ 26,987.54
TOTAL EXPENSES	\$ 201,737.17	\$ 238,985.05
EXCESS REVENUES OVER EXPENDITURES	\$ 28,261.38	\$ 68,111.94
FUND BALANCE - July 1, 2019		\$ 1,928,150.39
FUND BALANCE - August 31, 2019		\$ 1,996,262.33
		TRUE

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Gifts Fund
Statement of Assets, Liabilities and Equity
August, 2019**

ASSETS

Cash in Bank	\$	1,500.00
Investments	\$	(0.00)
Interest	\$	-

TOTAL ASSETS	\$	1,500.00

LIABILITIES AND EQUITY

Warrants Payable	\$	-

Total Liabilities	\$	-

Unreserved		
Designated	\$	1,500.00
Undesignated	\$	-

Total Equity	\$	1,500.00

TOTAL LIABILITIES AND EQUITY	\$	1,500.00
		TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Gifts Fund
Statement of Revenue and Expenditures and Fund Balance
August, 2019

REVENUES	ANNUAL BUDGET	*CUR MTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Interest Earnings	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Contributions/Donations	\$ -	\$ 1,500.00	\$ 7,500.00	\$ (7,500.00)	0.00%
Fund Transfer	\$ -	\$ -		\$ -	0.00%
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ -	\$ 1,500.00	\$ 7,500.00	\$ (7,500.00)	
EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Other Objects/Scholarships	\$ -	\$ 2,500.00	\$ 6,000.00	\$ 6,000.00	\$ (8,500.00)
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ -	\$ 2,500.00	\$ 6,000.00	\$ 6,000.00	\$ (8,500.00)
EXCESS REVENUES OVER EXPENDITURES			\$ (4,500.00)	\$ 1,500.00	
FUND BALANCE - July 1, 2019			\$ -		
FUND BALANCE - August 31, 2019			\$ 1,500.00		
			TRUE		

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Workers Comp Fund
Statement of Assets, Liabilities and Equity
August, 2019**

ASSETS

Cash in Bank	\$	13,365.03
Accounts Receivable	\$	-
Investments	\$	-
Amts Provided/Compensation Balances	\$	191,258.58
Interest	\$	-

TOTAL ASSETS **\$ 204,623.61**

LIABILITIES AND EQUITY

Warrants Payable	\$	114.62
Accured Comp Balance/Old WC Claims	\$	191,258.58
Total Liabilities		\$ 191,373.20
Restricted		
Designated	\$	-
Undesignated	\$	13,250.41
Total Equity		\$ 13,250.41

TOTAL LIABILITIES AND EQUITY **\$ 204,623.61**
TRUE



LANCE GIBBS, DISTRICT TREASURER

**Lawton Public School District
Workers Comp Fund
Statement of Revenue and Expenditures and Fund Balance
August, 2019**

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Misc Reimbursements	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Insurance Premium	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ -	\$ -	\$ -	\$ -	
EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Other Objects/Pr Yr Claims	\$ -	\$ 50,000.00	\$ 114.62	\$ 921.24	\$ (50,921.24)
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ -	\$ 50,000.00	\$ 114.62	\$ 921.24	\$ (50,921.24)
EXCESS REVENUES OVER EXPENDITURES			\$ (114.62)	\$ (921.24)	
FUND BALANCE - July 1, 2019			\$ 14,171.65		
FUND BALANCE - August 31, 2019			\$ 13,250.41		
			TRUE		

*This column is for information only and is included in the year-to-date actual amounts.

Lawton Public School District
General Fund
Statement of Assets, Liabilities and Equity
September, 2019

ASSETS

Cash in Bank	\$ 6,584,101.05	
Investments	\$ 12,602,055.33	
Accounts Receivable	\$ -	
Property Taxes - Current	\$ -	
Property Taxes - Delinquent	\$ -	
Inventory	\$ 329,852.94	
Food Service Commodities	\$ 15,997.71	
Land	\$ 2,951,394.94	
Buildings and Depreciation	\$ 60,093,116.10	
Building Improvements	\$ 43,392,312.68	
Furniture/Equipment and Depreciation	\$ 6,657,521.38	
Construction in Progress	\$ 22,852,209.20	
Vehicles and Depreciation	\$ 7,111,772.38	
Amounts to be Provided/Comp Bal/Vacation	\$ 646,247.83	
Amounts to be Provided/Comp Bal/Sick Leave	\$ 685,415.99	
Amounts Available/Lease Purchase	\$ -	
TOTAL ASSETS		\$ 163,921,997.53

LIABILITIES AND EQUITY

Accounts Payable	\$ -	
Warrants Payable	\$ 638,020.51	
Payroll Payable	\$ -	
Payroll Liabilities	\$ -	
Accrued Compensated Balance/Vacation	\$ 646,247.83	
Accrued Compensated Balance/Sick Leave	\$ 685,415.99	
Lease Purchase Payable	\$ -	
Total Liabilities		\$ 1,969,684.33
Restricted		
Capital Assets (Net)	\$ 143,058,326.68	
Food Service Commodities	\$ 15,997.71	
Unbudgeted	\$ -	
Unreserved		
Designated	\$ 18,877,988.81	
Undesignated	\$ -	
Total Equity		\$ 161,952,313.20

TOTAL LIABILITIES AND EQUITY BALANCE **\$ 163,921,997.53**

TRUE



LANCE GIBBS, DISTRICT TREASURER

\$ (0.00)

Lawton Public School District
General Fund
Statement of Revenue and Expenditures and Fund Balance
September, 2019

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem (Current)	\$ -	\$ -	\$ 45,499.56	\$ (45,499.56)	#DIV/0!
Ad Valorem (Prior)	\$ -	\$ 75,410.72	\$ 170,829.47	\$ (170,829.47)	#DIV/0!
Revenue In-Lieu	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Summer School Tuition	\$ -	\$ -	\$ 160.00	\$ (160.00)	#DIV/0!
Transfer Fees	\$ -	\$ -	\$ 5,933.11	\$ (5,933.11)	#DIV/0!
Other Tuition & Fees	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Interest Earnings	\$ -	\$ 20,567.80	\$ 101,832.37	\$ (101,832.37)	#DIV/0!
Rental/Facilities	\$ -	\$ -	\$ 775.00	\$ (775.00)	#DIV/0!
Sales of Bldgs	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Sales of Equipment	\$ -	\$ -	\$ 2,148.80	\$ (2,148.80)	#DIV/0!
Insurance Loss Recover	\$ -	\$ -	\$ 188.80	\$ (188.80)	#DIV/0!
Damages to Property	\$ -	\$ 16,077.40	\$ 22,479.64	\$ (22,479.64)	#DIV/0!
Misc Reimbursements	\$ -	\$ 26,691.19	\$ 183,327.94	\$ (183,327.94)	#DIV/0!
Contributions/Donations	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Insurance Premium	\$ -	\$ 1,820.92	\$ 3,124.92	\$ (3,124.92)	#DIV/0!
District Contracts	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Refund/Prior Year	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Student Lunch/Brkf/Milk	\$ -	\$ -	\$ (3,000.00)	\$ 3,000.00	#DIV/0!
Adult Lunch/Brkf	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Other CN Revenue	\$ -	\$ -	\$ 459,509.85	\$ (459,509.85)	#DIV/0!
Local Revenue	\$ -	\$ 140,568.03	\$ 992,809.46	\$ (992,809.46)	
County 4 Mill	\$ -	\$ 7,224.91	\$ 21,695.23	\$ (21,695.23)	#DIV/0!
County Apportionment	\$ -	\$ 22,830.11	\$ 86,289.95	\$ (86,289.95)	#DIV/0!
County Revenue	\$ -	\$ 30,055.02	\$ 107,985.18	\$ (107,985.18)	
Gross Production Tax	\$ -	\$ 1,393.74	\$ 5,014.18	\$ (5,014.18)	#DIV/0!
Motor Vehicle Tax	\$ -	\$ 545,471.24	\$ 1,634,402.81	\$ (1,634,402.81)	#DIV/0!
Rural Electric Tax	\$ -	\$ 3,667.49	\$ 10,482.94	\$ (10,482.94)	#DIV/0!
State Sch Land Earnings	\$ -	\$ 141,065.16	\$ 394,525.05	\$ (394,525.05)	#DIV/0!
Vehicle Tax Stamp	\$ -	\$ 636.35	\$ 3,789.42	\$ (3,789.42)	#DIV/0!
Foundation State Aid	\$ -	\$ 5,892,178.00	\$ 10,605,920.00	\$ (10,605,920.00)	#DIV/0!
Educ Flex Benefits	\$ -	\$ 1,077,122.77	\$ 2,154,245.58	\$ (2,154,245.58)	#DIV/0!
Alternative Education	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Professional Development	\$ -	\$ -	\$ -	\$ -	#DIV/0!
State Textbook	\$ -	\$ 56,981.01	\$ 113,962.02	\$ (113,962.02)	#DIV/0!
Misc State Revenue	\$ -	\$ -	\$ -	\$ -	#DIV/0!
State Matching	\$ -	\$ -	\$ -	\$ -	#DIV/0!
State Vocational Progs	\$ -	\$ 34,995.00	\$ 34,995.00	\$ (34,995.00)	#DIV/0!
Capital Outlay	\$ -	\$ -	\$ -	\$ -	#DIV/0!
State Revenue	\$ -	\$ 7,753,510.76	\$ 14,957,337.00	\$ (14,957,337.00)	
Title VIII, Impact Aid	\$ -	\$ -	\$ 770,211.11	\$ (770,211.11)	#DIV/0!
Title VII-A, Ind Educ	\$ 243,966.00	\$ -	\$ 49,742.16	\$ 194,223.84	20.39%
ROTC	\$ -	\$ 17,148.36	\$ 47,687.58	\$ (47,687.58)	#DIV/0!
Title I, Basic Program	\$ 4,497,182.80	\$ -	\$ 514,228.39	\$ 3,982,954.41	11.43%

Title I, Correctional, Neg	\$ 23,667.91	\$ -	\$ -	\$ 23,667.91	0.00%
Title II-D, Tchr/Prin Train	\$ 1,612,627.50	\$ -	\$ 32,931.28	\$ 1,579,696.22	2.04%
Title III-A, Limited Englis	\$ 72,200.00	\$ -	\$ 4,558.79	\$ 67,641.21	6.31%
Title IV, 21st Century Sc	\$ 260,392.84	\$ -	\$ 60,587.99	\$ 199,804.85	23.27%
IDEA-B, Inds with Disabi	\$ 3,022,096.72	\$ -	\$ 1,084,794.78	\$ 1,937,301.94	35.90%
IDEA-B, Preschool	\$ 70,465.93	\$ -	\$ 9,290.08	\$ 61,175.85	13.18%
Title X, Homeless Educ	\$ 60,000.00	\$ -	\$ 9,638.95	\$ 50,361.05	16.06%
Johnson-O'Malley Progr	\$ 88,716.28	\$ -	\$ 59,043.00	\$ 29,673.28	66.55%
Adult Education	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Misc Federal Revenue	\$ -	\$ -	\$ 5,669.63	\$ (5,669.63)	#DIV/0!
Federal/Lunches	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Federal/Breakfast	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Summer Feeding Prog	\$ -	\$ -	\$ 99,322.07	\$ (99,322.07)	#DIV/0!
Farm Bill Equip Grant	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Carl Perkins Voc Grant	\$ -	\$ -	\$ 69,663.06	\$ (69,663.06)	#DIV/0!
Federal Revenue	\$ 9,951,315.98	\$ 17,148.36	\$ 2,817,368.87	\$ 7,133,947.11	
Activity Fund Reimbs	\$ -	\$ -	\$ 6,177.60	\$ (6,177.60)	#DIV/0!
Correcting Entries	\$ -	\$ -	\$ (10,881.63)	\$ 10,881.63	#DIV/0!
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%
Non-Revenue	\$ -	\$ -	\$ (4,704.03)	\$ 4,704.03	
TOTAL REVENUE	\$ 9,951,315.98	\$ 7,941,282.17	\$ 18,870,796.48	\$ (8,919,480.50)	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Salaries	\$ 5,917,795.75	\$ 71,310,648.89	\$ 6,794,010.91	\$ 7,982,381.03	\$ (73,375,234.17)
Benefits	\$ 1,483,702.27	\$ 12,480,992.37	\$ 2,145,923.80	\$ 2,674,793.00	\$ (13,672,083.10)
Prof & Tech Services	\$ 741,886.92	\$ 747,003.26	\$ 80,108.39	\$ 225,339.43	\$ (230,455.77)
Property Services	\$ 1,450.00	\$ 1,078,812.39	\$ 74,525.28	\$ 612,079.81	\$ (1,689,442.20)
Other Services	\$ 303,400.49	\$ 2,364,487.91	\$ 291,126.36	\$ 1,929,728.51	\$ (3,990,815.93)
Supplies & Materials	\$ 1,350,214.38	\$ 7,494,020.14	\$ 636,204.67	\$ 1,250,073.83	\$ (7,393,879.59)
Property	\$ -	\$ 135,077.00	\$ -	\$ 41,234.84	\$ (176,311.84)
Other Objects	\$ 150,744.00	\$ 333,290.00	\$ 5,088.00	\$ 90,202.00	\$ (272,748.00)
Other Uses of Funds	\$ 267,982.17	\$ -	\$ -	\$ -	\$ 267,982.17
TOTAL EXPENSES	\$ 10,217,175.98	\$ 95,944,331.96	\$ 10,026,987.41	\$ 14,805,832.45	\$ (100,532,988.43)
EXCESS REVENUES OVER EXPENDITURES			\$ (2,085,705.24)	\$ 4,064,964.03	
FUND BALANCE - July 1, 2019			\$ 14,813,024.78		
FUND BALANCE - September 30, 2019			\$ 18,877,988.81		
			TRUE		

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Building Levy
Statement of Assets, Liabilities and Equity
September, 2019**

ASSETS

Cash in Bank	\$	450,203.99
Property Taxes - Current	\$	-
Property Taxes - Delinquent	\$	-
Investments	\$	-
Interest	\$	-
Amounts Available/Lease Purchase	\$	-

TOTAL ASSETS	\$	450,203.99

LIABILITIES AND EQUITY

Warrants Payable	\$	(0.00)
Lease Purchase Payable	\$	-
Int Payable/Lease Purchase	\$	-
Deferred Revenue	\$	-

Total Liabilities	\$	(0.00)

Reserved		
Designated	\$	450,203.99
Undesignated	\$	-

Total Equity	\$	450,203.99

TOTAL LIABILITIES AND EQUITY	\$	450,203.99
		TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Building Levy
Statement of Revenue and Expenditures and Fund Balance
September, 2019

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem Tax (City)	\$ -	\$ -	\$ 6,505.40	\$ (6,505.40)	#DIV/0!
Ad Valorem Tax (Private)	\$ -	\$ 10,782.03	\$ 24,424.76	\$ (24,424.76)	#DIV/0!
Revenue in Lieu of Taxes	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Misc Reimbursements	\$ -	\$ -	\$ 457,881.16	\$ (457,881.16)	#DIV/0!
Contributions/Donations	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Misc Federal Sources	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Non-Revenue Receipts	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	#DIV/0!
TOTAL REVENUE	\$ -	\$ 10,782.03	\$ 488,811.32	\$ (488,811.32)	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Services	\$ -	\$ 2,138,029.50	\$ 180,456.67	\$ 361,858.34	\$ (2,499,887.84)
Property Services	\$ -	\$ 220,549.11	\$ 10,370.44	\$ 29,838.46	\$ (250,387.57)
Other Services	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies & Materials	\$ -	\$ 319,152.66	\$ 158,937.73	\$ 285,825.85	\$ (604,978.51)
Property	\$ -	\$ -	\$ -	\$ -	\$ -
Other Objects	\$ -	\$ 4,450.00	\$ 525.00	\$ 525.00	\$ (4,975.00)
TOTAL EXPENSES	\$ -	\$ 2,682,181.27	\$ 350,289.84	\$ 678,047.65	\$ (3,360,228.92)

**EXCESS REVENUES
OVER EXPENDITURES** **\$ (339,507.81) \$ (189,236.33)**

FUND BALANCE - July 1, 2019 **\$ 639,440.32**
FUND BALANCE - September 30, 2019 **\$ 450,203.99**
TRUE

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Municipal Tax Fund
Statement of Assets, Liabilities and Equity
September, 2019**

ASSETS

Cash in Bank	\$	253,776.13
Property Taxes - Current		
Property Taxes - Delinquent		
Investments	\$	-
Interest		

TOTAL ASSETS		\$ 253,776.13

LIABILITIES AND EQUITY

Warrants Payable	\$	0.00
Deferred Revenue	\$	-
 Total Liabilities		 \$ 0.00

Reserved		
Designated	\$	253,776.13
Undesignated	\$	-
 Total Equity		 \$ 253,776.13

TOTAL LIABILITIES AND EQUITY		\$ 253,776.13
		TRUE



LANCE GIBBS, DISTRICT TREASURER

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Local Government Unit	\$ -	\$ -	\$ -	\$ -	0.00%
Non-Revenue Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ -	\$ -	\$ -	\$ -	
EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Services	\$ -	\$ -	\$ -	\$ -	\$ -
Property Services	\$ -	\$ -	\$ -	\$ -	\$ -
Other Services	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies & Materials	\$ -	\$ -	\$ -	\$ -	\$ -
Property	\$ -	\$ -	\$ -	\$ -	\$ -
Other Objects	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -
EXCESS REVENUES OVER EXPENDITURES			\$ -	\$ -	
FUND BALANCE - July 1, 2019			\$ 253,776.13		
FUND BALANCE - September 30, 2019			\$ 253,776.13		
TRUE					

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Municipal Tax Fund
Statement of Assets, Liabilities and Equity
September, 2019**

ASSETS

Cash in Bank	\$ 2,679,231.39
Investments	\$ 2,500,000.00
Interest	

TOTAL ASSETS	\$ 5,179,231.39

LIABILITIES AND EQUITY

Warrants Payable	\$	(0.00)
Deferred Revenue	\$	-
 Total Liabilities	 \$	 (0.00)
 Reserved		
Designated	\$ 5,179,231.39	
Undesignated	\$	-
 Total Equity	 \$	 5,179,231.39

TOTAL LIABILITIES AND EQUITY	\$ 5,179,231.39
	TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Municipal Tax Fund
Statement of Revenue and Expenditures and Fund Balance
September, 2019

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Local Government Unit	\$ -	\$ 208,333.33	\$ 624,999.99	\$ (624,999.99)	#DIV/0!
Non-Revenue Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ -	\$ 208,333.33	\$ 624,999.99	\$ (624,999.99)	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Services	\$ -	\$ 90,542.36	\$ -	\$ -	\$ (90,542.36)
Property Services	\$ -	\$ 12,844.28	\$ -	\$ 27,155.72	\$ (40,000.00)
Other Services	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies & Materials	\$ -	\$ -	\$ -	\$ -	\$ -
Property	\$ -	\$ -	\$ -	\$ -	\$ -
Other Objects	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ -	\$ 103,386.64	\$ -	\$ 27,155.72	\$ (130,542.36)

EXCESS REVENUES **\$ 208,333.33**
OVER EXPENDITURES **\$ 597,844.27**

FUND BALANCE - July 1, 2019 **\$ 4,581,387.12**
FUND BALANCE - September 30, 2019 **\$ 5,179,231.39**
TRUE

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Bond Fund - 31
Statement of Assets, Liabilities and Equity
September, 2019**

ASSETS

Cash in Bank	\$	(1,449,162.45)
Cash & Equiv (BOK)	\$	-
Accounts Receivable		
Property Taxes - Current		
Property Taxes - Delinquent		
Investments	\$	1,515,000.00
Interest		

TOTAL ASSETS	\$	65,837.55

LIABILITIES AND EQUITY

Warrants Payable	\$	2,686.10
Deferred Revenue	\$	-

Total Liabilities	\$	2,686.10

Reserved	\$	-
Designated	\$	63,151.45
Undesignated	\$	-

Total Equity	\$	63,151.45

TOTAL LIABILITIES AND EQUITY	\$	65,837.55
		TRUE



LANCE GIBBS, DISTRICT TREASURER

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem Tax (Current)	\$ -	\$ -	\$ -	\$ -	0.00%
Ad Valorem Tax (Prior)	\$ -	\$ -	\$ -	\$ -	0.00%
Non-Revenue Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ -	\$ -	\$ -	\$ -	
EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Services	\$ -	\$ 20,119.41	\$ 33,086.10	\$ 115,337.10	\$ (135,456.51)
Property Services	\$ -	\$ -	\$ -	\$ 81,499.10	\$ (81,499.10)
Other Services	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies & Materials	\$ -	\$ 39,554.20	\$ -	\$ -	\$ (39,554.20)
Property	\$ -	\$ -	\$ -	\$ -	\$ -
Other Objects	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ -	\$ 59,673.61	\$ 33,086.10	\$ 196,836.20	\$ (256,509.81)
EXCESS REVENUES OVER EXPENDITURES			\$ (33,086.10)	\$ (196,836.20)	
FUND BALANCE - July 1, 2019			\$ 259,987.65		
FUND BALANCE - September 30, 2019			\$ 63,151.45		
			TRUE		

**Lawton Public School District
Bond Fund - 32
Statement of Assets, Liabilities and Equity
September, 2019**

ASSETS

Cash in Bank	\$	(3,109,163.20)
Cash & Equiv (BOK)	\$	-
Investments	\$	7,000,000.00
Interest		

TOTAL ASSETS		\$ 3,890,836.80

LIABILITIES AND EQUITY

Warrants Payable	\$	0.00
Deferred Revenue	\$	-
 Total Liabilities		 \$ 0.00
 Reserved	\$	 -
Designated	\$	3,890,836.80
Undesignated	\$	-
 Total Equity		 \$ 3,890,836.80

TOTAL LIABILITIES AND EQUITY		\$ 3,890,836.80
		TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Bond Fund - 32
Statement of Revenue and Expenditures and Fund Balance
September, 2019

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem Tax (C) \$	-	\$ -	\$ -	\$ -	0.00%
Ad Valorem Tax (P) \$	-	\$ -	\$ -	\$ -	0.00%
Bond Sales \$	-	\$ -	\$ -	\$ -	0.00%
Estopped Warrants \$	-	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE \$	-	\$ -	\$ -	\$ -	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Services \$	-	\$ 175,600.00	\$ 164.67	\$ 2,496.67	\$ (178,096.67)
Property Services \$	-	\$ -	\$ 8,320.00	\$ 16,739.85	\$ (16,739.85)
Other Services \$	-	\$ -	\$ -	\$ -	\$ -
Supplies & Material \$	-	\$ -	\$ -	\$ -	\$ -
Property \$	-	\$ 187,614.00	\$ -	\$ -	\$ (187,614.00)
Other Objects \$	-	\$ 2,185.00	\$ -	\$ 315.00	\$ (2,500.00)
TOTAL EXPENSE \$	-	\$ 365,399.00	\$ 8,484.67	\$ 19,551.52	\$ (384,950.52)
EXCESS REVENUES OVER EXPENDITURES			\$ (8,484.67)	\$ (19,551.52)	

FUND BALANCE - July 1, 2019 **\$ 3,910,388.32**
FUND BALANCE - September 30, 2019 **\$ 3,890,836.80**
TRUE

*This column is for information only and is included in the year-to-date actual amounts.

Lawton Public School District
Bond Fund - 33
Statement of Assets, Liabilities and Equity
September, 2019

ASSETS

Cash in Bank	\$	(1,412,966.41)
Cash & Equiv (BOK)	\$	33,663,259.33
Investments	\$	(0.00)
Interest		

TOTAL ASSETS		\$ 32,250,292.92

LIABILITIES AND EQUITY

Warrants Payable	\$	36,697.85
Deferred Revenue	\$	-

Total Liabilities		\$ 36,697.85

Reserved	\$	-
Designated	\$	32,213,595.07
Undesignated	\$	-

Total Equity		\$ 32,213,595.07

TOTAL LIABILITIES AND EQUITY		\$ 32,250,292.92
		TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Bond Fund - 33
Statement of Revenue and Expenditures and Fund Balance
September, 2019

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem Tax (Cur)	\$ -	\$ -	\$ -	\$ -	0.00%
Ad Valorem Tax (Prio)	\$ -	\$ -	\$ -	\$ -	0.00%
Interest Earnings	\$ -	\$ 78,651.03	\$ 247,792.57	\$ (247,792.57)	#DIV/0!
Bond Sales	\$ -	\$ -	\$ -	\$ -	0.00%
Note Sales	\$ -	\$ -	\$ -	\$ -	0.00%
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%

TOTAL REVENUE	\$ -	\$ 78,651.03	\$ 247,792.57	\$ (247,792.57)	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Services	\$ -	\$ 35,190,983.31	\$ 2,542,119.12	\$ 4,295,310.89	\$ (39,486,294.20)
Property Services	\$ -	\$ 344,519.95	\$ 19,780.00	\$ 177,384.05	\$ (521,904.00)
Other Services	\$ -	\$ 235.40	\$ -	\$ -	\$ (235.40)
Supplies & Materials	\$ -	\$ 1,028,733.65	\$ 58,034.99	\$ 787,447.61	\$ (1,816,181.26)
Property	\$ -	\$ 61,416.00	\$ -	\$ -	\$ (61,416.00)
Other Objects	\$ -	\$ -	\$ -	\$ 3,000.00	\$ (3,000.00)

TOTAL EXPENSES	\$ -	\$ 36,625,888.31	\$ 2,619,934.11	\$ 5,263,142.55	\$ (41,889,030.86)

EXCESS REVENUES OVER EXPENDITURES		\$ (2,541,283.08)	\$ (5,015,349.98)

FUND BALANCE - July 1, 2019	\$ 37,228,945.05
FUND BALANCE - September 30, 2019	\$ 32,213,595.07
	TRUE

*This column is for information only and is included in the year-to-date actual amounts.

Lawton Public School District
Bond/Lease Fund - 34
Statement of Assets, Liabilities and Equity
September, 2019

ASSETS

Cash in Bank	\$	-
Cash & Equiv (BOK)	\$	5,229.36
Investments	\$	(0.00)
Interest		
Amounts to be Provided/Lease Note	\$	54,214,912.00

TOTAL ASSETS **\$ 54,220,141.36**

LIABILITIES AND EQUITY

Warrants Payable	\$	-
Deferred Revenue	\$	-
Lease Note Payable 2018	\$	46,295,000.00
Lease Note Int Payable 2018	\$	7,919,912.00

Total Liabilities \$ 54,214,912.00

Reserved	\$	-
Designated	\$	5,229.36
Undesignated	\$	-

Total Equity \$ 5,229.36

TOTAL LIABILITIES AND EQUITY **\$ 54,220,141.36**
TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Bond/Lease Fund - 34
Statement of Revenue and Expenditures and Fund Balance
September, 2019

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem Tax (Current)	\$ -	\$ -	\$ -	\$ -	0.00%
Ad Valorem Tax (Prior)	\$ -	\$ -	\$ -	\$ -	0.00%
Interest Earnings	\$ -	\$ 7.68	\$ 1,057.77	\$ (1,057.77)	#DIV/0!
Bond Sales	\$ -	\$ -	\$ -	\$ -	0.00%
Note Sales	\$ -	\$ -	\$ -	\$ -	0.00%
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ -	\$ 7.68	\$ 1,057.77	\$ (1,057.77)	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Services	\$ -	\$ -	\$ -	\$ -	\$ -
Property Services	\$ -	\$ -	\$ -	\$ -	\$ -
Other Services	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies & Materials	\$ -	\$ -	\$ -	\$ -	\$ -
Property	\$ -	\$ -	\$ -	\$ -	\$ -
Other Objects	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -
EXCESS REVENUES OVER EXPENDITURES			\$ 7.68	\$ 1,057.77	

FUND BALANCE - July 1, 2019 **\$ 4,171.59**
FUND BALANCE - September 30, 2019 **\$ 5,229.36**
TRUE

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Sinking Fund
Statement of Assets, Liabilities and Equity
September, 2019**

ASSETS

Cash in Bank	\$	3,247,503.92
Investments	\$	2,000,000.00
Due To/From Other Funds	\$	-
Amounts to be Provided/Judgments/Teachers	\$	-
Amounts to be Provided/Judgments/New	\$	4,747.62
Amounts to be Provided/Bond	\$	26,457,833.75
Amounts Available/Lease Purchase	\$	-

TOTAL ASSETS **\$ 31,710,085.29**

LIABILITIES AND EQUITY

Warrants Payable	\$	-
Judgement Payable/2018	\$	4,053.47
Judgement Interest/2018	\$	694.15
Bond Payable 2016	\$	1,695,000.00
Bond Payable 2017	\$	2,250,000.00
Bond Payable 2017B	\$	3,775,000.00
Bond Payable 2018A	\$	3,060,000.00
Bond Payable 2019A	\$	14,380,000.00
Int Payable 2016	\$	9,746.25
Int Payable 2017	\$	33,750.00
Int Payable 2017B	\$	135,537.50
Int Payable 2018A	\$	112,200.00
Int Payable 2019A	\$	1,006,600.00

Total Liabilities \$ 26,462,581.37

Reserved		
Designated	\$	5,247,503.92
Undesignated	\$	-

Total Equity \$ 5,247,503.92

TOTAL LIABILITIES AND EQUITY **\$ 31,710,085.29**

TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Sinking Fund
Statement of Revenue and Expenditures and Fund Balance
September, 2019

REVENUES	ANNUAL BUDGET	*CUR MTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem Tax (Current Yr)	\$ -	\$ -	\$ 16,990.58	\$ (16,990.58)	#DIV/0!
Ad Valorem Tax (Prior Yr)	\$ -	\$ 26,200.49	\$ 55,406.39	\$ (55,406.39)	#DIV/0!
Revenue in Lieu of Taxes	\$ -	\$ -	\$ -	\$ -	0.00%
Accrued Interest on Bonds	\$ -	\$ -	\$ -	\$ -	0.00%
Premium on Bonds Sales	\$ -	\$ -	\$ -	\$ -	
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ -	\$ 26,200.49	\$ 72,396.97	\$ (72,396.97)	
EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Other Objects/Bond Payme	\$ -	\$ -	\$ -	\$ 132,146.25	\$ (132,146.25)
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ -	\$ -	\$ -	\$ 132,146.25	\$ (132,146.25)
EXCESS REVENUES OVER EXPENDITURES			\$ 26,200.49	\$ (59,749.28)	
FUND BALANCE - July 1, 2019			\$ 5,307,253.20		
FUND BALANCE - September 30, 2019			\$ 5,247,503.92		
			TRUE		

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Endowment Fund
Statement of Assets, Liabilities and Equity
September, 2019**

ASSETS

Cash in Bank	\$	(4,010.03)
Accounts Receivable	\$	-
Investments	\$	49,090.22
Investment Stifel	\$	147,136.91

TOTAL ASSETS		\$ 192,217.10

LIABILITIES AND EQUITY

Accounts Payable	\$	-
Warrants Payable	\$	-

Total Liabilities		\$ -

Reserved		
Designated	\$	192,217.10
Undesignated	\$	-

Total Equity		\$ 192,217.10

TOTAL LIABILITIES AND EQUITY		\$ 192,217.10
		TRUE



LANCE GIBBS, DISTRICT TREASURER

**Lawton Public School District
Endowment Fund
Statement of Revenue and Expenditures and Fund Balance
September, 2019**

REVENUES	ANNUAL BUDGET	*CUR MTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Interest Earnings	\$ -	\$ 667.81	\$ 5,083.43	\$ (5,083.43)	#DIV/0!
Contributions/Donations	\$ -	\$ -	\$ -	\$ -	0.00%
Refund Prior Yr Expenditure	\$ -	\$ -	\$ -	\$ -	
Fund Transfer	\$ -	\$ -	\$ -	\$ -	0.00%
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ -	\$ 667.81	\$ 5,083.43	\$ (5,083.43)	
EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Other Objects/Scholarships	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	
TOTAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -
EXCESS REVENUES OVER EXPENDITURES			\$ 667.81	\$ 5,083.43	
FUND BALANCE - July 1, 2019			\$ 187,133.67		
FUND BALANCE - September 30, 2019			\$ 192,217.10		
			TRUE		

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Activity Fund
Statement of Assets, Liabilities and Equity
September, 2019**

ASSETS

Cash in Bank	\$ 427,996.91
Cash & Equiv (OLAP)	\$ 1,916,151.77
Interest	\$ -

TOTAL ASSETS	\$ 2,344,148.68

LIABILITIES AND EQUITY

Checks Payable	\$ 53,761.40
Due to Student Groups	\$ -

Total Liabilities	\$ 53,761.40

Reserved	
Designated	\$ 2,290,387.28
Undesignated	\$ -

Total Equity	\$ 2,290,387.28

TOTAL LIABILITIES AND EQUITY	\$ 2,344,148.68
	TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Activity Fund
Statement of Revenue and Expenditures and Fund Balance
September, 2019

REVENUES	*CUR MTH ACTUAL	YTD ACTUAL
District Summer School Tuition	\$ -	\$ -
District Extended School Care	\$ 37,034.00	\$ 67,728.00
District Interest Earnings	\$ 3,254.41	\$ 10,123.99
District Commissions	\$ 6,618.70	\$ 7,145.38
District Damages to School Property	\$ -	\$ -
District Lost Textbooks	\$ 41.15	\$ 475.12
District Misc Reimbursements	\$ -	\$ 19.00
District Contributions/Donations	\$ 500.00	\$ 42,818.95
District Student Lunch, Bkft, Milk	\$ -	\$ 3,000.00
Athletic Admissions	\$ 89,826.00	\$ 101,994.00
Athletic Advertising/Program Sales	\$ 2,394.80	\$ 9,967.80
Athletic Concession Sales	\$ 34,023.43	\$ 35,650.96
Athletic Fees/Penalties/Fines	\$ -	\$ 675.00
Athletic Supplies/Material Sold to Students	\$ -	\$ 344.00
Athletic Other Revenue	\$ 26,270.66	\$ 40,527.90
School Admissions	\$ 6,905.00	\$ 6,905.00
School Concession Sales	\$ 3,704.14	\$ 4,110.39
School Merchandise Purchased/Resale	\$ 126,424.76	\$ 206,786.69
School Student Clubs/Organizations	\$ 35,801.68	\$ 53,443.75
School Student Store Sales	\$ 952.15	\$ 3,551.90
School Other Activity Fund Receipts	\$ 42,558.85	\$ 127,913.09
District Cash/Change	\$ -	\$ 50.00
District Misc Revenue Transferred	\$ -	\$ -
District Insuf Funds/Returned Checks	\$ 295.00	\$ 491.00
TOTAL REVENUE	\$ 416,604.73	\$ 723,721.92
EXPENSES	*CUR MTH ACTUAL	YTD ACTUAL
Prof & Tech Services	\$ 13,581.50	\$ 24,066.81
Property Services	\$ 451.15	\$ 1,931.46
Other Services	\$ 13,015.06	\$ 33,243.16
Supplies & Materials	\$ 113,240.13	\$ 242,707.02
Property	\$ -	\$ (885.00)
Other Objects	\$ 10,075.42	\$ 32,150.94
Other Uses of Funds	\$ 1,283.10	\$ 28,270.64
TOTAL EXPENSES	\$ 151,646.36	\$ 361,485.03
EXCESS REVENUES OVER EXPENDITURES	\$ 264,958.37	\$ 362,236.89
FUND BALANCE - July 1, 2019		\$ 1,928,150.39
FUND BALANCE - September 30, 2019		\$ 2,290,387.28
		TRUE

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Gifts Fund
Statement of Assets, Liabilities and Equity
September, 2019**

ASSETS

Cash in Bank	\$	2,000.00
Investments	\$	(0.00)
Interest	\$	-

TOTAL ASSETS	\$	2,000.00

LIABILITIES AND EQUITY

Warrants Payable	\$	500.00

Total Liabilities	\$	500.00

Unreserved		
Designated	\$	1,500.00
Undesignated	\$	-

Total Equity	\$	1,500.00

TOTAL LIABILITIES AND EQUITY	\$	2,000.00
		TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Gifts Fund
Statement of Revenue and Expenditures and Fund Balance
September, 2019

REVENUES	ANNUAL BUDGET	*CUR MTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Interest Earnings	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Contributions/Donations	\$ -	\$ 500.00	\$ 8,000.00	\$ (8,000.00)	0.00%
Fund Transfer	\$ -	\$ -		\$ -	0.00%
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ -	\$ 500.00	\$ 8,000.00	\$ (8,000.00)	
EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Other Objects/Scholarships	\$ -	\$ 1,000.00	\$ 500.00	\$ 6,500.00	\$ (7,500.00)
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ -	\$ 1,000.00	\$ 500.00	\$ 6,500.00	\$ (7,500.00)
EXCESS REVENUES OVER EXPENDITURES			\$ -	\$ 1,500.00	
FUND BALANCE - July 1, 2019			\$ -		
FUND BALANCE - September 30, 2019			\$ 1,500.00		
			TRUE		

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Workers Comp Fund
Statement of Assets, Liabilities and Equity
September, 2019**

ASSETS

Cash in Bank	\$	13,365.03
Accounts Receivable	\$	-
Investments	\$	-
Amts Provided/Compensation Balances	\$	191,143.96
Interest	\$	-

TOTAL ASSETS **\$ 204,508.99**

LIABILITIES AND EQUITY

Warrants Payable	\$	229.24
Accured Comp Balance/Old WC Claims	\$	191,143.96
Total Liabilities		\$ 191,373.20
Restricted		
Designated	\$	-
Undesignated	\$	13,135.79

Total Equity \$ 13,135.79

TOTAL LIABILITIES AND EQUITY **\$ 204,508.99**
TRUE



LANCE GIBBS, DISTRICT TREASURER

**Lawton Public School District
Workers Comp Fund
Statement of Revenue and Expenditures and Fund Balance
September, 2019**

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Misc Reimbursements	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Insurance Premium	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ -	\$ -	\$ -	\$ -	
EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Other Objects/Pr Yr Claims	\$ -	\$ 50,000.00	\$ 114.62	\$ 1,035.86	\$ (51,035.86)
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ -	\$ 50,000.00	\$ 114.62	\$ 1,035.86	\$ (51,035.86)
EXCESS REVENUES OVER EXPENDITURES			\$ (114.62)	\$ (1,035.86)	
FUND BALANCE - July 1, 2019			\$ 14,171.65		
FUND BALANCE - September 30, 2019			\$ 13,135.79		
			TRUE		

*This column is for information only and is included in the year-to-date actual amounts.

Lawton Public School District
General Fund
Statement of Assets, Liabilities and Equity
October, 2019

ASSETS

Cash in Bank	\$	9,863,251.55	
Investments	\$	7,119,722.38	
Accounts Receivable	\$	-	
Property Taxes - Current	\$	-	
Property Taxes - Delinquent	\$	-	
Inventory	\$	312,775.26	
Food Service Commodities	\$	15,997.71	
Land	\$	2,951,394.94	
Buildings and Depreciation	\$	60,093,116.10	
Building Improvements	\$	43,392,312.68	
Furniture/Equipment and Depreciation	\$	6,657,521.38	
Construction in Progress	\$	22,852,209.20	
Vehicles and Depreciation	\$	7,111,772.38	
Amounts to be Provided/Comp Bal/Vacation	\$	646,247.83	
Amounts to be Provided/Comp Bal/Sick Leave	\$	685,415.99	
Amounts Available/Lease Purchase	\$	-	
TOTAL ASSETS			\$ 161,701,737.40

LIABILITIES AND EQUITY

Accounts Payable	\$	-	
Warrants Payable	\$	1,945,072.45	
Payroll Payable	\$	-	
Payroll Liabilities	\$	-	
Accrued Compensated Balance/Vacation	\$	646,247.83	
Accrued Compensated Balance/Sick Leave	\$	685,415.99	
Lease Purchase Payable	\$	-	
Total Liabilities			\$ 3,276,736.27
Restricted			
Capital Assets (Net)	\$	143,058,326.68	
Food Service Commodities	\$	15,997.71	
Unbudgeted	\$	-	
Unreserved			
Designated	\$	15,350,676.74	
Undesignated	\$	-	
Total Equity			\$ 158,425,001.13

TOTAL LIABILITIES AND EQUITY BALANCE **\$ 161,701,737.40**

TRUE



LANCE GIBBS, DISTRICT TREASURER

\$ (0.00)

Lawton Public School District
General Fund
Statement of Revenue and Expenditures and Fund Balance
October, 2019

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem (Current)	\$ -	\$ -	\$ 45,499.56	\$ (45,499.56)	#DIV/0!
Ad Valorem (Prior)	\$ -	\$ 45,230.23	\$ 216,059.70	\$ (216,059.70)	#DIV/0!
Revenue In-Lieu	\$ -	\$ 30.09	\$ 30.09	\$ (30.09)	#DIV/0!
Summer School Tuition	\$ -	\$ -	\$ 160.00	\$ (160.00)	#DIV/0!
Transfer Fees	\$ -	\$ -	\$ 5,933.11	\$ (5,933.11)	#DIV/0!
Other Tuition & Fees	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Interest Earnings	\$ -	\$ 18,784.89	\$ 120,617.26	\$ (120,617.26)	#DIV/0!
Rental/Facilities	\$ -	\$ 240.00	\$ 1,015.00	\$ (1,015.00)	#DIV/0!
Sales of Bldgs	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Sales of Equipment	\$ -	\$ -	\$ 2,148.80	\$ (2,148.80)	#DIV/0!
Insurance Loss Recoveries	\$ -	\$ -	\$ 188.80	\$ (188.80)	#DIV/0!
Damages to Property	\$ -	\$ -	\$ 22,479.64	\$ (22,479.64)	#DIV/0!
Misc Reimbursements	\$ -	\$ 11,301.97	\$ 194,629.91	\$ (194,629.91)	#DIV/0!
Contributions/Donations	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Insurance Premium	\$ -	\$ 1,710.74	\$ 4,835.66	\$ (4,835.66)	#DIV/0!
District Contracts	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Refund/Prior Year	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Student Lunch/Brkfst/Milk	\$ -	\$ -	\$ (3,000.00)	\$ 3,000.00	#DIV/0!
Adult Lunch/Brkfst	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Other CN Revenue	\$ -	\$ 315.00	\$ 459,824.85	\$ (459,824.85)	#DIV/0!
Local Revenue	\$ -	\$ 77,612.92	\$ 1,070,422.38	\$ (1,070,422.38)	
County 4 Mill	\$ -	\$ 4,528.12	\$ 26,223.35	\$ (26,223.35)	#DIV/0!
County Apportionment	\$ -	\$ 29,242.88	\$ 115,532.83	\$ (115,532.83)	#DIV/0!
County Revenue	\$ -	\$ 33,771.00	\$ 141,756.18	\$ (141,756.18)	
Gross Production Tax	\$ -	\$ 1,363.92	\$ 6,378.10	\$ (6,378.10)	#DIV/0!
Motor Vehicle Tax	\$ -	\$ 498,197.09	\$ 2,132,599.90	\$ (2,132,599.90)	#DIV/0!
Rural Electric Tax	\$ -	\$ 4,207.60	\$ 14,690.54	\$ (14,690.54)	#DIV/0!
State Sch Land Earnings	\$ -	\$ 140,767.05	\$ 535,292.10	\$ (535,292.10)	#DIV/0!
Vehicle Tax Stamp	\$ -	\$ 1,360.04	\$ 5,149.46	\$ (5,149.46)	#DIV/0!
Foundation State Aid	\$ -	\$ 5,297,579.00	\$ 15,903,499.00	\$ (15,903,499.00)	#DIV/0!
Educ Flex Benefits	\$ -	\$ 1,077,122.81	\$ 3,231,368.39	\$ (3,231,368.39)	#DIV/0!
Alternative Education	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Professional Development	\$ -	\$ -	\$ -	\$ -	#DIV/0!
State Textbook	\$ -	\$ 57,083.76	\$ 171,045.78	\$ (171,045.78)	#DIV/0!
Misc State Revenue	\$ -	\$ -	\$ -	\$ -	#DIV/0!
State Matching	\$ -	\$ -	\$ -	\$ -	#DIV/0!
State Vocational Progs	\$ -	\$ -	\$ 34,995.00	\$ (34,995.00)	#DIV/0!
Capital Outlay	\$ -	\$ -	\$ -	\$ -	#DIV/0!
State Revenue	\$ -	\$ 7,077,681.27	\$ 22,035,018.27	\$ (22,035,018.27)	
Title VIII, Impact Aid	\$ -	\$ -	\$ 770,211.11	\$ (770,211.11)	#DIV/0!
Title VII-A, Ind Educ	\$ 243,966.00	\$ -	\$ 49,742.16	\$ 194,223.84	20.39%
ROTC	\$ -	\$ 17,148.36	\$ 64,835.94	\$ (64,835.94)	#DIV/0!
Title I, Basic Program	\$ 4,497,182.80	\$ -	\$ 514,228.39	\$ 3,982,954.41	11.43%

Title I, Correctional, Negle	\$ 23,667.91	\$ -	\$ -	\$ 23,667.91	0.00%
Title II-D, Tchr/Prin Traini	\$ 1,612,627.50	\$ -	\$ 32,931.28	\$ 1,579,696.22	2.04%
Title III-A, Limited English	\$ 72,200.00	\$ -	\$ 4,558.79	\$ 67,641.21	6.31%
Title IV, 21st Century Sch	\$ 260,392.84	\$ -	\$ 60,587.99	\$ 199,804.85	23.27%
IDEA-B, Inds with Disabili	\$ 3,022,096.72	\$ -	\$ 1,084,794.78	\$ 1,937,301.94	35.90%
IDEA-B, Preschool	\$ 70,465.93	\$ -	\$ 9,290.08	\$ 61,175.85	13.18%
Title X, Homeless Educ	\$ 60,000.00	\$ -	\$ 9,638.95	\$ 50,361.05	16.06%
Johnson-O'Malley Progra	\$ 88,716.28	\$ -	\$ 59,043.00	\$ 29,673.28	66.55%
Adult Education	\$ -	\$ 10,739.39	\$ 10,739.39	\$ (10,739.39)	#DIV/0!
Misc Federal Revenue	\$ -	\$ -	\$ 5,669.63	\$ (5,669.63)	#DIV/0!
Federal/Lunches	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Federal/Breakfast	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Summer Feeding Prog	\$ -	\$ -	\$ 99,322.07	\$ (99,322.07)	#DIV/0!
Farm Bill Equip Grant	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Carl Perkins Voc Grant	\$ -	\$ -	\$ 69,663.06	\$ (69,663.06)	#DIV/0!
Federal Revenue	\$ 9,951,315.98	\$ 27,887.75	\$ 2,845,256.62	\$ 7,106,059.36	
Activity Fund Reimbs	\$ -	\$ 2,500.00	\$ 8,677.60	\$ (8,677.60)	#DIV/0!
Correcting Entries	\$ -		\$ (10,881.63)	\$ 10,881.63	#DIV/0!
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%
Non-Revenue	\$ -	\$ 2,500.00	\$ (2,204.03)	\$ 2,204.03	
TOTAL REVENUE	\$ 9,951,315.98	\$ 7,219,452.94	\$ 26,090,249.42	\$ (16,138,933.44)	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Salaries	\$ 5,918,194.25	\$ 67,509,868.61	\$ 7,285,663.42	\$ 15,268,044.45	\$ (76,859,718.81)
Benefits	\$ 1,483,804.09	\$ 12,029,132.25	\$ 2,043,258.79	\$ 4,718,051.79	\$ (15,263,379.95)
Prof & Tech Services	\$ 741,886.92	\$ 715,783.67	\$ 117,352.29	\$ 342,691.72	\$ (316,588.47)
Property Services	\$ 1,450.00	\$ 1,012,979.62	\$ 76,341.45	\$ 688,421.26	\$ (1,699,950.88)
Other Services	\$ 303,400.49	\$ 2,109,864.40	\$ 266,437.01	\$ 2,196,165.52	\$ (4,002,629.43)
Supplies & Materials	\$ 1,347,984.06	\$ 6,624,006.44	\$ 935,746.05	\$ 2,185,819.88	\$ (7,461,842.26)
Property	\$ -	\$ 143,572.00	\$ 15,825.00	\$ 57,059.84	\$ (200,631.84)
Other Objects	\$ 152,474.00	\$ 337,410.50	\$ 6,141.00	\$ 96,343.00	\$ (281,279.50)
Other Uses of Funds	\$ 267,982.17	\$ -	\$ -	\$ -	\$ 267,982.17

TOTAL EXPENSES	\$ 10,217,175.98	\$ 90,482,617.49	\$ 10,746,765.01	\$ 25,552,597.46	\$ (105,818,038.97)

EXCESS REVENUES OVER EXPENDITURES	\$ (3,527,312.07)	\$ 537,651.96

FUND BALANCE - July 1, 2019	\$ 14,813,024.78

FUND BALANCE - October 31, 2019	\$ 15,350,676.74

TRUE

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Building Levy
Statement of Assets, Liabilities and Equity
October, 2019**

ASSETS

Cash in Bank	\$	(12,788.74)
Property Taxes - Current	\$	-
Property Taxes - Delinquent	\$	-
Investments	\$	-
Interest	\$	-
Amounts Available/Lease Purchase	\$	-

TOTAL ASSETS	\$	(12,788.74)

LIABILITIES AND EQUITY

Warrants Payable	\$	(0.00)
Lease Purchase Payable	\$	-
Int Payable/Lease Purchase	\$	-
Deferred Revenue	\$	-

Total Liabilities	\$	(0.00)

Reserved		
Designated	\$	(12,788.74)
Undesignated	\$	-

Total Equity	\$	(12,788.74)

TOTAL LIABILITIES AND EQUITY	\$	(12,788.74)
		TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Building Levy
Statement of Revenue and Expenditures and Fund Balance
October, 2019

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem Tax (Current)	\$ -	\$ -	\$ 6,505.40	\$ (6,505.40)	#DIV/0!
Ad Valorem Tax (Prior Year)	\$ -	\$ 6,466.90	\$ 30,891.66	\$ (30,891.66)	#DIV/0!
Revenue in Lieu of Tax	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Misc Reimbursements	\$ -	\$ -	\$ 457,881.16	\$ (457,881.16)	#DIV/0!
Contributions/Donations	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Misc Federal Sources	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Non-Revenue Receipts	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	#DIV/0!
TOTAL REVENUE	\$ -	\$ 6,466.90	\$ 495,278.22	\$ (495,278.22)	
EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Services	\$ -	\$ 1,957,572.83	\$ 180,456.67	\$ 542,315.01	\$ (2,499,887.84)
Property Services	\$ -	\$ 143,108.29	\$ 74,386.45	\$ 104,224.91	\$ (247,333.20)
Other Services	\$ -	\$ 1,000.00	\$ -	\$ -	\$ (1,000.00)
Supplies & Materials	\$ -	\$ 104,824.65	\$ 214,328.01	\$ 500,153.86	\$ (604,978.51)
Property	\$ -	\$ -	\$ -	\$ -	\$ -
Other Objects	\$ -	\$ 4,161.50	\$ 288.50	\$ 813.50	\$ (4,975.00)
TOTAL EXPENSES	\$ -	\$ 2,210,667.27	\$ 469,459.63	\$ 1,147,507.28	\$ (3,358,174.55)
EXCESS REVENUES OVER EXPENDITURES			\$ (462,992.73)	\$ (652,229.06)	
FUND BALANCE - July 1, 2019			\$ 639,440.32		
FUND BALANCE - October 31, 2019			\$ (12,788.74)		
			TRUE		

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Municipal Tax Fund
Statement of Assets, Liabilities and Equity
October, 2019**

ASSETS

Cash in Bank	\$	253,776.13
Property Taxes - Current		
Property Taxes - Delinquent		
Investments	\$	-
Interest		

TOTAL ASSETS	\$	253,776.13

LIABILITIES AND EQUITY

Warrants Payable	\$	0.00
Deferred Revenue	\$	-
 Total Liabilities	 \$	 0.00

Reserved		
Designated	\$	253,776.13
Undesignated	\$	-
 Total Equity	 \$	 253,776.13

TOTAL LIABILITIES AND EQUITY	\$	253,776.13
		TRUE



LANCE GIBBS, DISTRICT TREASURER

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Local Government Unit	\$ -	\$ -	\$ -	\$ -	0.00%
Non-Revenue Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ -	\$ -	\$ -	\$ -	
EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Services	\$ -	\$ -	\$ -	\$ -	\$ -
Property Services	\$ -	\$ -	\$ -	\$ -	\$ -
Other Services	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies & Materials	\$ -	\$ -	\$ -	\$ -	\$ -
Property	\$ -	\$ -	\$ -	\$ -	\$ -
Other Objects	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -
EXCESS REVENUES OVER EXPENDITURES			\$ -	\$ -	
FUND BALANCE - July 1, 2019			\$ 253,776.13		
FUND BALANCE - October 31, 2019			\$ 253,776.13		
TRUE					

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Municipal Tax Fund
Statement of Assets, Liabilities and Equity
October, 2019**

ASSETS

Cash in Bank	\$ 2,877,564.72
Investments	\$ 2,500,000.00
Interest	

TOTAL ASSETS	\$ 5,377,564.72

LIABILITIES AND EQUITY

Warrants Payable	\$ 6,758.35
Deferred Revenue	\$ -

Total Liabilities	\$ 6,758.35

Reserved	
Designated	\$ 5,370,806.37
Undesignated	\$ -

Total Equity	\$ 5,370,806.37

TOTAL LIABILITIES AND EQUITY	\$ 5,377,564.72
	TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Municipal Tax Fund
Statement of Revenue and Expenditures and Fund Balance
October, 2019

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Local Government Unit	\$ -	\$ 208,333.33	\$ 833,333.32	\$ (833,333.32)	#DIV/0!
Non-Revenue Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ -	\$ 208,333.33	\$ 833,333.32	\$ (833,333.32)	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Services	\$ -	\$ 122,926.65	\$ 6,758.35	\$ 6,758.35	\$ (129,685.00)
Property Services	\$ -	\$ -	\$ 10,000.00	\$ 37,155.72	\$ (37,155.72)
Other Services	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies & Materials	\$ -	\$ -	\$ -	\$ -	\$ -
Property	\$ -	\$ -	\$ -	\$ -	\$ -
Other Objects	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ -	\$ 122,926.65	\$ 16,758.35	\$ 43,914.07	\$ (166,840.72)

EXCESS REVENUES **\$ 191,574.98**
OVER EXPENDITURES **\$ 789,419.25**

FUND BALANCE - July 1, 2019 **\$ 4,581,387.12**
FUND BALANCE - October 31, 2019 **\$ 5,370,806.37**
TRUE

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Bond Fund - 31
Statement of Assets, Liabilities and Equity
October, 2019**

ASSETS

Cash in Bank	\$	(1,456,703.03)
Cash & Equiv (BOK)	\$	-
Accounts Receivable		
Property Taxes - Current		
Property Taxes - Delinquent		
Investments	\$	1,515,000.00
Interest		

TOTAL ASSETS	\$	58,296.97

LIABILITIES AND EQUITY

Warrants Payable	\$	(0.00)
Deferred Revenue	\$	-

Total Liabilities	\$	(0.00)

Reserved	\$	-
Designated	\$	58,296.97
Undesignated	\$	-

Total Equity	\$	58,296.97

TOTAL LIABILITIES AND EQUITY	\$	58,296.97
		TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Bond Fund - 31
Statement of Revenue and Expenditures and Fund Balance
October, 2019

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem Tax (Current)	\$ -	\$ -	\$ -	\$ -	0.00%
Ad Valorem Tax (Prior)	\$ -	\$ -	\$ -	\$ -	0.00%
Non-Revenue Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ -	\$ -	\$ -	\$ -	
EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Services	\$ -	\$ 15,264.93	\$ 4,854.48	\$ 120,191.58	\$ (135,456.51)
Property Services	\$ -	\$ -	\$ -	\$ 81,499.10	\$ (81,499.10)
Other Services	\$ -	\$ 700.00	\$ -	\$ -	\$ (700.00)
Supplies & Materials	\$ -	\$ 39,554.20	\$ -	\$ -	\$ (39,554.20)
Property	\$ -	\$ -	\$ -	\$ -	\$ -
Other Objects	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ -	\$ 55,519.13	\$ 4,854.48	\$ 201,690.68	\$ (257,209.81)
EXCESS REVENUES OVER EXPENDITURES			\$ (4,854.48)	\$ (201,690.68)	
FUND BALANCE - July 1, 2019			\$ 259,987.65		
FUND BALANCE - October 31, 2019			\$ 58,296.97		
			TRUE		

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Bond Fund - 32
Statement of Assets, Liabilities and Equity
October, 2019**

ASSETS

Cash in Bank	\$	(3,298,465.20)
Cash & Equiv (BOK)	\$	-
Investments	\$	7,000,000.00
Interest		

TOTAL ASSETS		\$ 3,701,534.80

LIABILITIES AND EQUITY

Warrants Payable	\$	0.00
Deferred Revenue	\$	-
 Total Liabilities		 \$ 0.00
 Reserved	\$	 -
Designated	\$	3,701,534.80
Undesignated	\$	-
 Total Equity		 \$ 3,701,534.80

TOTAL LIABILITIES AND EQUITY		\$ 3,701,534.80
		TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Bond Fund - 32
Statement of Revenue and Expenditures and Fund Balance
October, 2019

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem Tax (C	\$ -	\$ -	\$ -	\$ -	0.00%
Ad Valorem Tax (P	\$ -	\$ -	\$ -	\$ -	0.00%
Bond Sales	\$ -	\$ -	\$ -	\$ -	0.00%
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ -	\$ -	\$ -	\$ -	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Service	\$ -	\$ 175,600.00	\$ 1,688.00	\$ 4,184.67	\$ (179,784.67)
Property Services	\$ -	\$ -	\$ -	\$ 16,739.85	\$ (16,739.85)
Other Services	\$ -	\$ 200.00	\$ -	\$ -	\$ (200.00)
Supplies & Material	\$ -	\$ -	\$ -	\$ -	\$ -
Property	\$ -	\$ -	\$ 187,614.00	\$ 187,614.00	\$ (187,614.00)
Other Objects	\$ -	\$ 2,185.00	\$ -	\$ 315.00	\$ (2,500.00)
TOTAL EXPENSE	\$ -	\$ 177,985.00	\$ 189,302.00	\$ 208,853.52	\$ (386,838.52)

**EXCESS REVENUES
OVER EXPENDITURES** **\$ (189,302.00) \$ (208,853.52)**

FUND BALANCE - July 1, 2019 **\$ 3,910,388.32**
FUND BALANCE - October 31, 2019 **\$ 3,701,534.80**
TRUE

*This column is for information only and is included in the year-to-date actual amounts.

Lawton Public School District
Bond Fund - 33
Statement of Assets, Liabilities and Equity
October, 2019

ASSETS

Cash in Bank	\$	63,549.32
Cash & Equiv (BOK)	\$	29,437,448.49
Investments	\$	(0.00)
Interest		

TOTAL ASSETS		\$ 29,500,997.81

LIABILITIES AND EQUITY

Warrants Payable	\$	18,427.81
Deferred Revenue	\$	-

Total Liabilities		\$ 18,427.81

Reserved	\$	-
Designated	\$	29,482,570.00
Undesignated	\$	-

Total Equity		\$ 29,482,570.00

TOTAL LIABILITIES AND EQUITY		\$ 29,500,997.81
		TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Bond Fund - 33
Statement of Revenue and Expenditures and Fund Balance
October, 2019

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem Tax (C	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Ad Valorem Tax (Pi	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Interest Earnings	\$ -	\$ 66,849.41	\$ 314,641.98	\$ (314,641.98)	#DIV/0!
Bond Sales	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Note Sales	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	#DIV/0!
TOTAL REVENUE	\$ -	\$ 66,849.41	\$ 314,641.98	\$ (314,641.98)	
EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Service	\$ -	\$ 33,170,188.22	\$ 1,985,888.53	\$ 6,281,199.42	\$ (39,451,387.64)
Property Services	\$ -	\$ 353,519.95	\$ 1,000.00	\$ 178,384.05	\$ (531,904.00)
Other Services	\$ -	\$ 600.00	\$ 120.20	\$ 120.20	\$ (720.20)
Supplies & Material	\$ -	\$ 273,865.38	\$ 794,026.75	\$ 1,581,474.36	\$ (1,855,339.74)
Property	\$ -	\$ 44,577.00	\$ 16,839.00	\$ 16,839.00	\$ (61,416.00)
Other Objects	\$ -	\$ -	\$ -	\$ 3,000.00	\$ (3,000.00)
TOTAL EXPENSES	\$ -	\$ 33,842,750.55	\$ 2,797,874.48	\$ 8,061,017.03	\$ (41,903,767.58)
EXCESS REVENUES OVER EXPENDITURES			\$ (2,731,025.07)	\$ (7,746,375.05)	
FUND BALANCE - July 1, 2019				\$ 37,228,945.05	
FUND BALANCE - October 31, 2019				\$ 29,482,570.00	
				TRUE	

*This column is for information only and is included in the year-to-date actual amounts.

Lawton Public School District
Bond/Lease Fund - 34
Statement of Assets, Liabilities and Equity
October, 2019

ASSETS

Cash in Bank	\$	-
Cash & Equiv (BOK)	\$	5,236.41
Investments	\$	(0.00)
Interest		
Amounts to be Provided/Lease Note	\$	54,214,912.00

TOTAL ASSETS **\$ 54,220,148.41**

LIABILITIES AND EQUITY

Warrants Payable	\$	-
Deferred Revenue	\$	-
Lease Note Payable 2018	\$	46,295,000.00
Lease Note Int Payable 2018	\$	7,919,912.00

Total Liabilities \$ 54,214,912.00

Reserved	\$	-
Designated	\$	5,236.41
Undesignated	\$	-

Total Equity \$ 5,236.41

TOTAL LIABILITIES AND EQUITY **\$ 54,220,148.41**
TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Bond/Lease Fund - 34
Statement of Revenue and Expenditures and Fund Balance
October, 2019

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem Tax (Current)	\$ -	\$ -	\$ -	\$ -	0.00%
Ad Valorem Tax (Prior)	\$ -	\$ -	\$ -	\$ -	0.00%
Interest Earnings	\$ -	\$ 7.05	\$ 1,064.82	\$ (1,064.82)	#DIV/0!
Bond Sales	\$ -	\$ -	\$ -	\$ -	0.00%
Note Sales	\$ -	\$ -	\$ -	\$ -	0.00%
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ -	\$ 7.05	\$ 1,064.82	\$ (1,064.82)	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Services	\$ -	\$ -	\$ -	\$ -	\$ -
Property Services	\$ -	\$ -	\$ -	\$ -	\$ -
Other Services	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies & Materials	\$ -	\$ -	\$ -	\$ -	\$ -
Property	\$ -	\$ -	\$ -	\$ -	\$ -
Other Objects	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ -	\$ -	\$ -	\$ -	\$ -
EXCESS REVENUES OVER EXPENDITURES			\$ 7.05	\$ 1,064.82	

FUND BALANCE - July 1, 2019 **\$ 4,171.59**
FUND BALANCE - October 31, 2019 **\$ 5,236.41**
TRUE

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Sinking Fund
Statement of Assets, Liabilities and Equity
October, 2019**

ASSETS

Cash in Bank	\$	3,245,433.23
Investments	\$	2,000,000.00
Due To/From Other Funds	\$	-
Amounts to be Provided/Judgments/Teachers	\$	-
Amounts to be Provided/Judgments/New	\$	4,747.62
Amounts to be Provided/Bond	\$	26,440,958.75
Amounts Available/Lease Purchase	\$	-

TOTAL ASSETS **\$ 31,691,139.60**

LIABILITIES AND EQUITY

Warrants Payable	\$	-
Judgement Payable/2018	\$	4,053.47
Judgement Interest/2018	\$	694.15
Bond Payable 2016	\$	1,695,000.00
Bond Payable 2017	\$	2,250,000.00
Bond Payable 2017B	\$	3,775,000.00
Bond Payable 2018A	\$	3,060,000.00
Bond Payable 2019A	\$	14,380,000.00
Int Payable 2016	\$	9,746.25
Int Payable 2017	\$	16,875.00
Int Payable 2017B	\$	135,537.50
Int Payable 2018A	\$	112,200.00
Int Payable 2019A	\$	1,006,600.00

Total Liabilities \$ 26,445,706.37

Reserved		
Designated	\$	5,245,433.23
Undesignated	\$	-

Total Equity \$ 5,245,433.23

TOTAL LIABILITIES AND EQUITY **\$ 31,691,139.60**

TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Sinking Fund
Statement of Revenue and Expenditures and Fund Balance
October, 2019

REVENUES	ANNUAL BUDGET	*CUR MTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem Tax (Current Yr)	\$ -	\$ -	\$ 16,990.58	\$ (16,990.58)	#DIV/0!
Ad Valorem Tax (Prior Yr)	\$ -	\$ 14,804.31	\$ 70,210.70	\$ (70,210.70)	#DIV/0!
Revenue in Lieu of Taxes	\$ -	\$ -	\$ -	\$ -	0.00%
Accrued Interest on Bonds	\$ -	\$ -	\$ -	\$ -	0.00%
Premium on Bonds Sales	\$ -	\$ -	\$ -	\$ -	
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ -	\$ 14,804.31	\$ 87,201.28	\$ (87,201.28)	
EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Other Objects/Bond Payme	\$ -	\$ -	\$ 16,875.00	\$ 149,021.25	\$ (149,021.25)
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ -	\$ -	\$ 16,875.00	\$ 149,021.25	\$ (149,021.25)
EXCESS REVENUES OVER EXPENDITURES			\$ (2,070.69)	\$ (61,819.97)	
FUND BALANCE - July 1, 2019			\$ 5,307,253.20		
FUND BALANCE - October 31, 2019			\$ 5,245,433.23		
			TRUE		

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Endowment Fund
Statement of Assets, Liabilities and Equity
October, 2019**

ASSETS

Cash in Bank	\$	(4,010.03)
Accounts Receivable	\$	-
Investments	\$	49,121.31
Investment Stifel	\$	143,190.19

TOTAL ASSETS	\$	188,301.47

LIABILITIES AND EQUITY

Accounts Payable	\$	-
Warrants Payable	\$	-

Total Liabilities	\$	-

Reserved		
Designated	\$	188,301.47
Undesignated	\$	-

Total Equity	\$	188,301.47

TOTAL LIABILITIES AND EQUITY	\$	188,301.47
		TRUE



LANCE GIBBS, DISTRICT TREASURER

**Lawton Public School District
Endowment Fund
Statement of Revenue and Expenditures and Fund Balance
October, 2019**

REVENUES	ANNUAL BUDGET	*CUR MTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Interest Earnings	\$ -	\$ 1,084.37	\$ 6,167.80	\$ (6,167.80)	#DIV/0!
Contributions/Donations	\$ -	\$ -	\$ -	\$ -	0.00%
Refund Prior Yr Expenditure	\$ -	\$ -	\$ -	\$ -	
Fund Transfer	\$ -	\$ -	\$ -	\$ -	0.00%
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ -	\$ 1,084.37	\$ 6,167.80	\$ (6,167.80)	
EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Supplies & Materials	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	\$ (5,000.00)
Other Objects/Scholarships	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	\$ (5,000.00)
EXCESS REVENUES OVER EXPENDITURES			\$ (3,915.63)	\$ 1,167.80	
FUND BALANCE - July 1, 2019			\$ 187,133.67		
FUND BALANCE - October 31, 2019			\$ 188,301.47		
			TRUE		

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Activity Fund
Statement of Assets, Liabilities and Equity
October, 2019**

ASSETS

Cash in Bank	\$ 457,804.86
Cash & Equiv (OLAP)	\$ 1,917,679.25
Interest	\$ -

TOTAL ASSETS	\$ 2,375,484.11

LIABILITIES AND EQUITY

Checks Payable	\$ 99,736.35
Due to Student Groups	\$ -

Total Liabilities	\$ 99,736.35

Reserved	
Designated	\$ 2,275,747.76
Undesignated	\$ -

Total Equity	\$ 2,275,747.76

TOTAL LIABILITIES AND EQUITY	\$ 2,375,484.11
	TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Activity Fund
Statement of Revenue and Expenditures and Fund Balance
October, 2019

REVENUES	*CUR MTH ACTUAL	YTD ACTUAL
District Summer School Tuition	\$ -	\$ -
District Extended School Care	\$ 32,615.10	\$ 100,343.10
District Interest Earnings	\$ 3,193.54	\$ 13,317.53
District Commissions	\$ 8,898.43	\$ 16,043.81
District Damages to School Property	\$ -	\$ -
District Lost Textbooks	\$ -	\$ 475.12
District Misc Reimbursements	\$ 10.00	\$ 29.00
District Contributions/Donations	\$ 1,118.00	\$ 43,936.95
District Student Lunch, Bkft, Milk	\$ -	\$ 3,000.00
Athletic Admissions	\$ 28,478.30	\$ 130,472.30
Athletic Advertising/Program Sales	\$ 420.00	\$ 10,387.80
Athletic Concession Sales	\$ 9,536.81	\$ 45,187.77
Athletic Fees/Penalties/Fines	\$ -	\$ 675.00
Athletic Supplies/Material Sold to Students	\$ -	\$ 344.00
Athletic Other Revenue	\$ 26,654.15	\$ 67,182.05
School Admissions	\$ 3,766.60	\$ 10,671.60
School Concession Sales	\$ 2,425.13	\$ 6,535.52
School Merchandise Purchased/Resale	\$ 106,813.06	\$ 313,599.75
School Student Clubs/Organizations	\$ 17,059.48	\$ 70,503.23
School Student Store Sales	\$ 372.60	\$ 3,924.50
School Other Activity Fund Receipts	\$ 52,760.81	\$ 180,673.90
District Cash/Change	\$ -	\$ 50.00
District Misc Revenue Transferred	\$ -	\$ -
District Insuf Funds/Returned Checks	\$ 72.00	\$ 563.00
TOTAL REVENUE	\$ 294,194.01	\$ 1,017,915.93
EXPENSES	*CUR MTH ACTUAL	YTD ACTUAL
Prof & Tech Services	\$ 12,453.27	\$ 36,520.08
Property Services	\$ 7,753.18	\$ 9,684.64
Other Services	\$ 20,421.86	\$ 53,665.02
Supplies & Materials	\$ 237,443.46	\$ 480,150.48
Property	\$ -	\$ (885.00)
Other Objects	\$ 25,815.80	\$ 57,966.74
Other Uses of Funds	\$ 4,945.96	\$ 33,216.60
TOTAL EXPENSES	\$ 308,833.53	\$ 670,318.56
EXCESS REVENUES OVER EXPENDITURES	\$ (14,639.52)	\$ 347,597.37
FUND BALANCE - July 1, 2019		\$ 1,928,150.39
FUND BALANCE - October 31, 2019		\$ 2,275,747.76
		TRUE

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Gifts Fund
Statement of Assets, Liabilities and Equity
October, 2019**

ASSETS

Cash in Bank	\$	1,000.00
Investments	\$	(0.00)
Interest	\$	-

TOTAL ASSETS	\$	1,000.00

LIABILITIES AND EQUITY

Warrants Payable	\$	500.00

Total Liabilities	\$	500.00

Unreserved		
Designated	\$	500.00
Undesignated	\$	-

Total Equity	\$	500.00

TOTAL LIABILITIES AND EQUITY	\$	1,000.00
		TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Gifts Fund
Statement of Revenue and Expenditures and Fund Balance
October, 2019

REVENUES	ANNUAL BUDGET	*CUR MTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Interest Earnings	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Contributions/Donations	\$ -	\$ -	\$ 8,000.00	\$ (8,000.00)	0.00%
Fund Transfer	\$ -	\$ -		\$ -	0.00%
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ -	\$ -	\$ 8,000.00	\$ (8,000.00)	
EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Other Objects/Scholarships	\$ -	\$ 500.00	\$ 1,000.00	\$ 7,500.00	\$ (8,000.00)
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ -	\$ 500.00	\$ 1,000.00	\$ 7,500.00	\$ (8,000.00)
EXCESS REVENUES OVER EXPENDITURES			\$ (1,000.00)	\$ 500.00	
FUND BALANCE - July 1, 2019			\$ -		
FUND BALANCE - October 31, 2019			\$ 500.00		
			TRUE		

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Workers Comp Fund
Statement of Assets, Liabilities and Equity
October, 2019**

ASSETS

Cash in Bank	\$	13,135.79
Accounts Receivable	\$	-
Investments	\$	-
Amts Provided/Compensation Balances	\$	191,029.34
Interest	\$	-

TOTAL ASSETS **\$ 204,165.13**

LIABILITIES AND EQUITY

Warrants Payable	\$	114.62
Accured Comp Balance/Old WC Claims	\$	191,029.34
Total Liabilities		\$ 191,143.96
Restricted		
Designated	\$	-
Undesignated	\$	13,021.17

Total Equity \$ 13,021.17

TOTAL LIABILITIES AND EQUITY **\$ 204,165.13**
TRUE



LANCE GIBBS, DISTRICT TREASURER

**Lawton Public School District
Workers Comp Fund
Statement of Revenue and Expenditures and Fund Balance
October, 2019**

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Misc Reimbursements	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Insurance Premium	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ -	\$ -	\$ -	\$ -	
EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Other Objects/Pr Yr Claims	\$ -	\$ 50,000.00	\$ 114.62	\$ 1,150.48	\$ (51,150.48)
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ -	\$ 50,000.00	\$ 114.62	\$ 1,150.48	\$ (51,150.48)
EXCESS REVENUES OVER EXPENDITURES			\$ (114.62)	\$ (1,150.48)	
FUND BALANCE - July 1, 2019			\$ 14,171.65		
FUND BALANCE - October 31, 2019			\$ 13,021.17		
			TRUE		

*This column is for information only and is included in the year-to-date actual amounts.

Lawton Public School District
General Fund
Statement of Assets, Liabilities and Equity
November, 2019

ASSETS

Cash in Bank	\$ 5,545,752.19
Investments	\$ 3,152,021.53
Accounts Receivable	\$ -
Property Taxes - Current	\$ -
Property Taxes - Delinquent	\$ -
Inventory	\$ 301,586.05
Food Service Commodities	\$ 15,997.71
Land	\$ 2,951,394.94
Buildings and Depreciation	\$ 60,093,116.10
Building Improvements	\$ 43,392,312.68
Furniture/Equipment and Depreciation	\$ 6,657,521.38
Construction in Progress	\$ 22,852,209.20
Vehicles and Depreciation	\$ 7,111,772.38
Amounts to be Provided/Comp Bal/Vacation	\$ 646,247.83
Amounts to be Provided/Comp Bal/Sick Leave	\$ 685,415.99
Amounts Available/Lease Purchase	\$ -

TOTAL ASSETS

\$ 153,405,347.98

LIABILITIES AND EQUITY

Accounts Payable	\$ -	
Warrants Payable	\$ 3,505,905.43	
Payroll Payable	\$ -	
Payroll Liabilities	\$ -	
Accrued Compensated Balance/Vacation	\$ 646,247.83	
Accrued Compensated Balance/Sick Leave	\$ 685,415.99	
Lease Purchase Payable	\$ -	
Total Liabilities		\$ 4,837,569.25
Restricted		
Capital Assets (Net)	\$ 143,058,326.68	
Food Service Commodities	\$ 15,997.71	
Unbudgeted	\$ -	
Unreserved		
Designated	\$ 5,493,454.34	
Undesignated	\$ -	
Total Equity		\$ 148,567,778.73

TOTAL LIABILITIES AND EQUITY BALANCE

\$ 153,405,347.98

TRUE



LANCE GIBBS, DISTRICT TREASURER

\$ -

Lawton Public School District
General Fund
Statement of Revenue and Expenditures and Fund Balance
November, 2019

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem (Current)	\$ 15,100,000.00	\$ -	\$ 45,499.56	\$ 15,054,500.44	0.30%
Ad Valorem (Prior)	\$ 300,000.00	\$ 77,447.19	\$ 293,506.89	\$ 6,493.11	97.84%
Revenue In-Lieu	\$ 8,400.00	\$ -	\$ 30.09	\$ 8,369.91	0.36%
Summer School Tuition	\$ 4,870.16	\$ -	\$ 160.00	\$ 4,710.16	3.29%
Transfer Fees	\$ 17,500.00	\$ -	\$ 5,933.11	\$ 11,566.89	33.90%
Other Tuition & Fees	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Interest Earnings	\$ 416,500.00	\$ 33,557.23	\$ 154,174.49	\$ 262,325.51	37.02%
Rental/Facilities	\$ 13,000.00	\$ 754.51	\$ 1,769.51	\$ 11,230.49	13.61%
Sales of Bldgs	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Sales of Equipment	\$ 6,000.00	\$ 57.20	\$ 2,206.00	\$ 3,794.00	36.77%
Insurance Loss Recove	\$ -	\$ -	\$ 188.80	\$ (188.80)	#DIV/0!
Damages to Property	\$ 250.00	\$ 6,251.32	\$ 28,730.96	\$ (28,480.96)	11492.38%
Misc Reimbursements	\$ 103,250.00	\$ 4,935.96	\$ 199,565.87	\$ (96,315.87)	193.28%
Contributions/Donation	\$ 13,903.03	\$ -	\$ -	\$ 13,903.03	0.00%
Insurance Premium	\$ 35,000.00	\$ 1,283.44	\$ 6,119.10	\$ 28,880.90	17.48%
District Contracts	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00	0.00%
Refund/Prior Year	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Student Lunch/Brkf/Mill	\$ 900,000.00	\$ -	\$ (3,000.00)	\$ 903,000.00	-0.33%
Adult Lunch/Brkf	\$ 60,000.00	\$ -	\$ -	\$ 60,000.00	0.00%
Other CN Revenue	\$ 460,181.75	\$ -	\$ 459,824.85	\$ 356.90	99.92%
Local Revenue	\$ 17,488,854.94	\$ 124,286.85	\$ 1,194,709.23	\$ 16,294,145.71	
County 4 Mill	\$ 1,700,000.00	\$ 6,486.95	\$ 32,710.30	\$ 1,667,289.70	1.92%
County Apportionment	\$ 350,000.00	\$ 33,673.96	\$ 149,206.79	\$ 200,793.21	42.63%
County Revenue	\$ 2,050,000.00	\$ 40,160.91	\$ 181,917.09	\$ 1,868,082.91	
Gross Production Tax	\$ 18,000.00	\$ 1,071.06	\$ 7,449.16	\$ 10,550.84	41.38%
Motor Vehicle Tax	\$ 5,200,000.00	\$ 523,869.03	\$ 2,656,468.93	\$ 2,543,531.07	51.09%
Rural Electric Tax	\$ 36,000.00	\$ 3,766.88	\$ 18,457.42	\$ 17,542.58	51.27%
State Sch Land Earning	\$ 2,000,000.00	\$ 123,653.11	\$ 658,945.21	\$ 1,341,054.79	32.95%
Vehicle Tax Stamp	\$ 12,000.00	\$ 443.52	\$ 5,592.98	\$ 6,407.02	46.61%
Foundation State Aid	\$ 58,901,849.00	\$ 5,301,167.00	\$ 21,204,666.00	\$ 37,697,183.00	36.00%
Educ Flex Benefits	\$ 11,751,332.04	\$ 1,077,122.78	\$ 4,308,491.17	\$ 7,442,840.87	36.66%
Alternative Education	\$ 421,946.98	\$ -	\$ -	\$ 421,946.98	0.00%
Professional Developm	\$ -	\$ -	\$ -	\$ -	#DIV/0!
State Textbook	\$ 633,502.88	\$ 57,015.26	\$ 228,061.04	\$ 405,441.84	36.00%
Misc State Revenue	\$ -	\$ 4,632.27	\$ 4,632.27	\$ (4,632.27)	#DIV/0!
State Matching	\$ 55,000.00	\$ -	\$ -	\$ 55,000.00	0.00%
State Vocational Progs	\$ 137,646.00	\$ -	\$ 34,995.00	\$ 102,651.00	25.42%
Capital Outlay	\$ -	\$ -	\$ -	\$ -	#DIV/0!
State Revenue	\$ 79,167,276.90	\$ 7,092,740.91	\$ 29,127,759.18	\$ 50,039,517.72	
Title VIII, Impact Aid	\$ 5,250,000.00	\$ -	\$ 770,211.11	\$ 4,479,788.89	14.67%
Title VII-A, Ind Educ	\$ 293,708.16	\$ -	\$ 49,742.16	\$ 243,966.00	16.94%
ROTC	\$ 201,997.22	\$ 17,145.16	\$ 81,981.10	\$ 120,016.12	40.59%
Title I, Basic Program	\$ 5,011,411.19	\$ -	\$ 514,228.39	\$ 4,497,182.80	10.26%

Title I, Correctional, Ne	\$ 23,667.91	\$ -	\$ -	\$ 23,667.91	0.00%
Title II-D, Tchr/Prin Trai	\$ 859,919.74	\$ -	\$ 32,931.28	\$ 826,988.46	3.83%
Title III-A, Limited Engli	\$ 76,758.79	\$ -	\$ 4,558.79	\$ 72,200.00	5.94%
Title IV, 21st Century S	\$ 320,980.83	\$ -	\$ 60,587.99	\$ 260,392.84	18.88%
IDEA-B, Inds with Disal	\$ 4,135,529.60	\$ -	\$ 1,084,794.78	\$ 3,050,734.82	26.23%
IDEA-B, Preschool	\$ 80,350.61	\$ -	\$ 9,290.08	\$ 71,060.53	11.56%
State Personnel Dev G	\$ 43,616.00	\$ -	\$ -	\$ 43,616.00	0.00%
Title X, Homeless Educ	\$ 69,138.95	\$ -	\$ 9,638.95	\$ 59,500.00	13.94%
Johnson-O'Malley Prog	\$ 65,560.00	\$ -	\$ 59,043.00	\$ 6,517.00	90.06%
Adult Education	\$ 130,000.00	\$ 11,952.51	\$ 22,691.90	\$ 107,308.10	17.46%
Misc Federal Revenue	\$ 2,124,790.33	\$ -	\$ 5,669.63	\$ 2,119,120.70	0.27%
Federal/Lunches	\$ 4,000,000.00	\$ 1,331,540.35	\$ 1,331,540.35	\$ 2,668,459.65	33.29%
Federal/Breakfast	\$ 1,800,000.00	\$ 629,273.53	\$ 629,273.53	\$ 1,170,726.47	34.96%
Summer Feeding Prog	\$ 99,322.07	\$ -	\$ 99,322.07	\$ -	100.00%
Child & Adulst Care For	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	0.00%
Farm Bill Equip Grant	\$ 6,370.93	\$ -	\$ -	\$ 6,370.93	0.00%
Carl Perkins Voc Grant	\$ 154,998.06	\$ -	\$ 69,663.06	\$ 85,335.00	44.94%
Federal Revenue	\$ 24,768,120.39	\$ 1,989,911.55	\$ 4,835,168.17	\$ 19,932,952.22	

Activity Fund Reimbs	\$ 330,000.00	\$ -	\$ 8,677.60	\$ 321,322.40	2.63%
Correcting Entries	\$ -	\$ (265,860.00)	\$ (276,741.63)	\$ 276,741.63	#DIV/0!
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%
Non-Revenue	\$ 330,000.00	\$ (265,860.00)	\$ (268,064.03)	\$ 598,064.03	

TOTAL REVENUE \$ 123,804,252.23 \$ 8,981,240.22 \$ 35,071,489.64 \$ 88,732,762.59

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Salaries	\$ 87,625,734.56	\$ 54,163,908.62	\$ 13,898,783.57	\$ 29,166,828.02	\$ 4,294,997.92
Benefits	\$ 27,692,825.37	\$ 9,875,460.98	\$ 3,998,445.16	\$ 8,716,496.95	\$ 9,100,867.44
Prof & Tech Services	\$ 6,240,630.39	\$ 777,990.14	\$ 98,922.44	\$ 441,614.16	\$ 5,021,026.09
Property Services	\$ 996,450.00	\$ 951,586.25	\$ 82,693.21	\$ 771,114.47	\$ (726,250.72)
Other Services	\$ 2,570,485.74	\$ 1,864,797.15	\$ (267,279.94)	\$ 1,928,885.58	\$ (1,223,196.99)
Supplies & Materials	\$ 12,312,484.87	\$ 6,114,006.05	\$ 516,647.33	\$ 2,702,467.21	\$ 3,496,011.61
Property	\$ -	\$ 5,400.00	\$ 138,172.00	\$ 195,231.84	\$ (200,631.84)
Other Objects	\$ 650,955.00	\$ 43,181.73	\$ 372,078.85	\$ 468,421.85	\$ 139,351.42
Other Uses of Funds	\$ 250,969.45	\$ -	\$ -	\$ -	\$ 250,969.45

TOTAL EXPENSES \$ 138,340,535.38 \$ 73,796,330.92 \$ 18,838,462.62 \$ 44,391,060.08 \$ 20,153,144.38

EXCESS REVENUES OVER EXPENDITURES \$ (9,857,222.40) \$ (9,319,570.44)

FUND BALANCE - July 1, 2019 \$ 14,813,024.78

**FUND BALANCE - November 30, 2019 \$ 5,493,454.34
TRUE**

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Building Levy
Statement of Assets, Liabilities and Equity
November, 2019**

ASSETS

Cash in Bank	\$	(152,115.59)
Property Taxes - Current	\$	-
Property Taxes - Delinquent	\$	-
Investments	\$	-
Interest	\$	-
Amounts Available/Lease Purchase	\$	-

TOTAL ASSETS **\$ (152,115.59)**

LIABILITIES AND EQUITY

Warrants Payable	\$	1,515.00
Lease Purchase Payable	\$	-
Int Payable/Lease Purchase	\$	-
Deferred Revenue	\$	-

Total Liabilities \$ 1,515.00

Reserved		
Designated	\$	(153,630.59)
Undesignated	\$	-

Total Equity \$ (153,630.59)

TOTAL LIABILITIES AND EQUITY **\$ (152,115.59)**
TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Building Levy
Statement of Revenue and Expenditures and Fund Balance
November, 2019

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem Tax (Cul	\$ 2,100,000.00	\$ -	\$ 6,505.40	\$ 2,093,494.60	0.31%
Ad Valorem Tax (Pri	\$ -	\$ 11,073.18	\$ 41,964.84	\$ (41,964.84)	#DIV/0!
Revenue in Lieu of T	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Misc Reimbursemen	\$ -	\$ -	\$ 457,881.16	\$ (457,881.16)	#DIV/0!
Contributions/Donati	\$ 5,833.89	\$ 5,833.89	\$ 5,833.89	\$ -	100.00%
Misc Federal Source	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Non-Revenue Receij	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	#DIV/0!
TOTAL REVENUE	\$ 2,105,833.89	\$ 16,907.07	\$ 512,185.29	\$ 1,593,648.60	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Services	\$ -	\$ 1,637,549.20	\$ 149,634.17	\$ 691,949.18	\$ (2,329,498.38)
Property Services	\$ -	\$ 130,159.19	\$ 8,049.10	\$ 112,274.01	\$ (242,433.20)
Other Services	\$ -	\$ 1,000.00	\$ -	\$ -	\$ (1,000.00)
Supplies & Materials	\$ 2,745,274.21	\$ 104,759.00	\$ 65.65	\$ 500,219.51	\$ 2,140,295.70
Property	\$ -	\$ -	\$ -	\$ -	\$ -
Other Objects	\$ -	\$ 4,161.50	\$ -	\$ 813.50	\$ (4,975.00)
TOTAL EXPENSES	\$ 2,745,274.21	\$ 1,877,628.89	\$ 157,748.92	\$ 1,305,256.20	\$ (437,610.88)

EXCESS REVENUES **\$ (140,841.85) \$ (793,070.91)**
OVER EXPENDITURES

FUND BALANCE - July 1, 2019 **\$ 639,440.32**
FUND BALANCE - November 30, 2019 **\$ (153,630.59)**
TRUE

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Municipal Tax Fund
Statement of Assets, Liabilities and Equity
November, 2019**

ASSETS

Cash in Bank	\$	253,776.13
Property Taxes - Current		
Property Taxes - Delinquent		
Investments	\$	-
Interest		

TOTAL ASSETS	\$	253,776.13

LIABILITIES AND EQUITY

Warrants Payable	\$	0.00
Deferred Revenue	\$	-
 Total Liabilities	 \$	 0.00

Reserved		
Designated	\$	253,776.13
Undesignated	\$	-
 Total Equity	 \$	 253,776.13

TOTAL LIABILITIES AND EQUITY	\$	253,776.13
		TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Municipal Tax Fund
Statement of Revenue and Expenditures and Fund Balance
November, 2019

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Local Government Unit	\$ -	\$ -	\$ -	\$ -	0.00%
Non-Revenue Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ -	\$ -	\$ -	\$ -	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Services	\$ 253,776.13	\$ -	\$ -	\$ -	\$ 253,776.13
Property Services	\$ -	\$ -	\$ -	\$ -	\$ -
Other Services	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies & Materials	\$ -	\$ -	\$ -	\$ -	\$ -
Property	\$ -	\$ -	\$ -	\$ -	\$ -
Other Objects	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 253,776.13	\$ -	\$ -	\$ -	\$ 253,776.13

**EXCESS REVENUES
OVER EXPENDITURES** **\$ -**

FUND BALANCE - July 1, 2019 **\$ 253,776.13**
FUND BALANCE - November 30, 2019 **\$ 253,776.13**
TRUE

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Municipal Tax Fund
Statement of Assets, Liabilities and Equity
November, 2019**

ASSETS

Cash in Bank	\$ 3,054,609.16
Investments	\$ 2,500,000.00
Interest	

TOTAL ASSETS	\$ 5,554,609.16

LIABILITIES AND EQUITY

Warrants Payable	\$ (0.00)
Deferred Revenue	\$ -
 Total Liabilities	 \$ (0.00)

Reserved	
Designated	\$ 5,554,609.16
Undesignated	\$ -
 Total Equity	 \$ 5,554,609.16

TOTAL LIABILITIES AND EQUITY	\$ 5,554,609.16
	TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Municipal Tax Fund
Statement of Revenue and Expenditures and Fund Balance
November, 2019

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Local Government Unit	\$ 1,666,666.84	\$ 208,333.33	\$ 1,041,666.65	\$ 625,000.19	62.50%
Non-Revenue Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ 1,666,666.84	\$ 208,333.33	\$ 1,041,666.65	\$ 625,000.19	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Services	\$ 5,743,711.26	\$ 98,396.11	\$ 24,530.54	\$ 31,288.89	\$ 5,614,026.26
Property Services	\$ -	\$ 580,818.80	\$ -	\$ 37,155.72	\$ (617,974.52)
Other Services	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies & Materials	\$ 504,342.70	\$ -	\$ -	\$ -	\$ 504,342.70
Property	\$ -	\$ -	\$ -	\$ -	\$ -
Other Objects	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 6,248,053.96	\$ 679,214.91	\$ 24,530.54	\$ 68,444.61	\$ 5,500,394.44

EXCESS REVENUES **\$ 183,802.79**
OVER EXPENDITURES **\$ 973,222.04**

FUND BALANCE - July 1, 2019 **\$ 4,581,387.12**
FUND BALANCE - November 30, 2019 **\$ 5,554,609.16**
TRUE

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Bond Fund - 31
Statement of Assets, Liabilities and Equity
November, 2019**

ASSETS

Cash in Bank	\$	(1,464,554.31)
Cash & Equiv (BOK)	\$	-
Accounts Receivable		
Property Taxes - Current		
Property Taxes - Delinquent		
Investments	\$	1,515,000.00
Interest		

TOTAL ASSETS	\$	50,445.69

LIABILITIES AND EQUITY

Warrants Payable	\$	(0.00)
Deferred Revenue	\$	-

Total Liabilities	\$	(0.00)

Reserved	\$	-
Designated	\$	50,445.69
Undesignated	\$	-

Total Equity	\$	50,445.69

TOTAL LIABILITIES AND EQUITY	\$	50,445.69
		TRUE



LANCE GIBBS, DISTRICT TREASURER

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem Tax (Cu	\$ -	\$ -	\$ -	\$ -	0.00%
Ad Valorem Tax (Pri	\$ -	\$ -	\$ -	\$ -	0.00%
Non-Revenue Recei	\$ -	\$ -	\$ -	\$ -	0.00%
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ -	\$ -	\$ -	\$ -	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Services	\$ 94,376.69	\$ -	\$ 7,851.28	\$ 128,042.86	\$ (33,666.17)
Property Services	\$ 125,356.76	\$ -	\$ -	\$ 81,499.10	\$ 43,857.66
Other Services	\$ 700.00	\$ 700.00	\$ -	\$ -	\$ -
Supplies & Materials	\$ 39,554.20	\$ 40,742.20	\$ -	\$ -	\$ (1,188.00)
Property	\$ -	\$ -	\$ -	\$ -	\$ -
Other Objects	\$ -	\$ -	\$ -	\$ -	\$ -

EXCESS REVENUES	\$	(7,851.28)	\$	(209,541.96)
OVER EXPENDITURES				

TRUE

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Bond Fund - 32
Statement of Assets, Liabilities and Equity
November, 2019**

ASSETS

Cash in Bank	\$	(3,667,758.33)
Cash & Equiv (BOK)	\$	-
Investments	\$	7,000,000.00
Interest		

TOTAL ASSETS	\$ 3,332,241.67

LIABILITIES AND EQUITY

Warrants Payable	\$	0.00
Deferred Revenue	\$	-
 Total Liabilities	 \$	 0.00
 Reserved	 \$	 -
Designated	\$	3,332,241.67
Undesignated	\$	-
 Total Equity	 \$	 3,332,241.67

TOTAL LIABILITIES AND EQUITY	\$ 3,332,241.67
	TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Bond Fund - 32
Statement of Revenue and Expenditures and Fund Balance
November, 2019

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem Tax (C) \$	-	\$ -	\$ -	\$ -	0.00%
Ad Valorem Tax (P) \$	-	\$ -	\$ -	\$ -	0.00%
Bond Sales \$	-	\$ -	\$ -	\$ -	0.00%
Estopped Warrants \$	-	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE \$	-	\$ -	\$ -	\$ -	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Services \$	369,015.53	\$ 175,600.00	\$ -	\$ 4,184.67	\$ 189,230.86
Property Services \$	224,514.61	\$ -	\$ -	\$ 16,739.85	\$ 207,774.76
Other Services \$	-	\$ 200.00	\$ 369,293.13	\$ 369,293.13	\$ (369,493.13)
Supplies & Material \$	2,278,738.03	\$ -	\$ -	\$ -	\$ 2,278,738.03
Property \$	1,024,447.20	\$ 788,975.00	\$ -	\$ 187,614.00	\$ 47,858.20
Other Objects \$	13,672.95	\$ 2,185.00	\$ -	\$ 315.00	\$ 11,172.95
TOTAL EXPENSE \$	3,910,388.32	\$ 966,960.00	\$ 369,293.13	\$ 578,146.65	\$ 2,365,281.67

EXCESS REVENUES **\$ (369,293.13)**
OVER EXPENDITURES **\$ (578,146.65)**

FUND BALANCE - July 1, 2019 **\$ 3,910,388.32**
FUND BALANCE - November 30, 2019 **\$ 3,332,241.67**
TRUE

*This column is for information only and is included in the year-to-date actual amounts.

Lawton Public School District
Bond Fund - 33
Statement of Assets, Liabilities and Equity
November, 2019

ASSETS

Cash in Bank	\$	(964,640.00)
Cash & Equiv (BOK)	\$	28,222,641.15
Investments	\$	(0.00)
Interest		

TOTAL ASSETS	\$ 27,258,001.15

LIABILITIES AND EQUITY

Warrants Payable	\$	13,733.13
Deferred Revenue	\$	-
 Total Liabilities	 \$	 13,733.13
 Reserved	 \$	 -
Designated	\$	27,244,268.02
Undesignated	\$	-
 Total Equity	 \$	 27,244,268.02

TOTAL LIABILITIES AND EQUITY	\$ 27,258,001.15
	TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Bond Fund - 33
Statement of Revenue and Expenditures and Fund Balance
November, 2019

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem Tax (C \$	-	\$ -	\$ -	\$ -	#DIV/0!
Ad Valorem Tax (P \$	-	\$ -	\$ -	\$ -	#DIV/0!
Interest Earnings \$	-	\$ 39,892.42	\$ 354,534.40	\$ (354,534.40)	#DIV/0!
Bond Sales \$	1,060,000.00	\$ -	\$ -	\$ 1,060,000.00	0.00%
Note Sales \$	-	\$ -	\$ -	\$ -	#DIV/0!
Estopped Warrants \$	-	\$ -	\$ -	\$ -	#DIV/0!
TOTAL REVENUE \$	1,060,000.00	\$ 39,892.42	\$ 354,534.40	\$ 705,465.60	
EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Servic \$	33,620,080.91	\$ 21,793,249.13	\$ 1,855,178.02	\$ 8,136,377.44	\$ 3,690,454.34
Property Services \$	-	\$ 10,000.00	\$ 331,019.95	\$ 509,404.00	\$ (519,404.00)
Other Services \$	-	\$ 12,774.80	\$ 115.20	\$ 235.40	\$ (13,010.20)
Supplies & Materia \$	4,668,864.14	\$ 888,078.45	\$ 91,131.23	\$ 1,672,605.59	\$ 2,108,180.10
Property \$	-	\$ 44,577.00	\$ -	\$ 16,839.00	\$ (61,416.00)
Other Objects \$	-	\$ -	\$ 750.00	\$ 3,750.00	\$ (3,750.00)
TOTAL EXPENSE \$	38,288,945.05	\$ 22,748,679.38	\$ 2,278,194.40	\$ 10,339,211.43	\$ 5,201,054.24
EXCESS REVENUES OVER EXPENDITURES			\$ (2,238,301.98)	\$ (9,984,677.03)	
FUND BALANCE - July 1, 2019				\$ 37,228,945.05	
FUND BALANCE - November 30, 2019				\$ 27,244,268.02	
				TRUE	

*This column is for information only and is included in the year-to-date actual amounts.

Lawton Public School District
Bond/Lease Fund - 34
Statement of Assets, Liabilities and Equity
November, 2019

ASSETS

Cash in Bank	\$	-
Cash & Equiv (BOK)	\$	5,243.02
Investments	\$	(0.00)
Interest		
Amounts to be Provided/Lease Note	\$	54,214,912.00

TOTAL ASSETS **\$ 54,220,155.02**

LIABILITIES AND EQUITY

Warrants Payable	\$	-
Deferred Revenue	\$	-
Lease Note Payable 2018	\$	46,295,000.00
Lease Note Int Payable 2018	\$	7,919,912.00

Total Liabilities \$ 54,214,912.00

Reserved	\$	-
Designated	\$	5,243.02
Undesignated	\$	-

Total Equity \$ 5,243.02

TOTAL LIABILITIES AND EQUITY **\$ 54,220,155.02**
TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Bond/Lease Fund - 34
Statement of Revenue and Expenditures and Fund Balance
November, 2019

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem Tax (Current)	\$ -	\$ -	\$ -	\$ -	0.00%
Ad Valorem Tax (Prior)	\$ -	\$ -	\$ -	\$ -	0.00%
Interest Earnings	\$ -	\$ 6.61	\$ 1,071.43	\$ (1,071.43)	#DIV/0!
Bond Sales	\$ -	\$ -	\$ -	\$ -	0.00%
Note Sales	\$ -	\$ -	\$ -	\$ -	0.00%
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ -	\$ 6.61	\$ 1,071.43	\$ (1,071.43)	

EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Prof & Tech Services	\$ -	\$ -	\$ -	\$ -	\$ -
Property Services	\$ 4,171.59	\$ -	\$ -	\$ -	\$ 4,171.59
Other Services	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies & Materials	\$ -	\$ -	\$ -	\$ -	\$ -
Property	\$ -	\$ -	\$ -	\$ -	\$ -
Other Objects	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 4,171.59	\$ -	\$ -	\$ -	\$ 4,171.59
EXCESS REVENUES OVER EXPENDITURES			\$ 6.61	\$ 1,071.43	

FUND BALANCE - July 1, 2019 **\$ 4,171.59**
FUND BALANCE - November 30, 2019 **\$ 5,243.02**
TRUE

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Sinking Fund
Statement of Assets, Liabilities and Equity
November, 2019**

ASSETS

Cash in Bank	\$	1,974,019.49
Investments	\$	2,000,000.00
Due To/From Other Funds	\$	-
Amounts to be Provided/Judgments/Teachers	\$	-
Amounts to be Provided/Judgments/New	\$	4,747.62
Amounts to be Provided/Bond	\$	25,145,046.25
Amounts Available/Lease Purchase	\$	-

TOTAL ASSETS **\$ 29,123,813.36**

LIABILITIES AND EQUITY

Warrants Payable	\$	-
Judgement Payable/2018	\$	4,053.47
Judgement Interest/2018	\$	694.15
Bond Payable 2016	\$	1,695,000.00
Bond Payable 2017	\$	2,250,000.00
Bond Payable 2017B	\$	2,520,000.00
Bond Payable 2018A	\$	3,060,000.00
Bond Payable 2019A	\$	14,380,000.00
Int Payable 2016	\$	9,746.25
Int Payable 2017	\$	16,875.00
Int Payable 2017B	\$	94,625.00
Int Payable 2018A	\$	112,200.00
Int Payable 2019A	\$	1,006,600.00

Total Liabilities \$ 25,149,793.87

Reserved		
Designated	\$	3,974,019.49
Undesignated	\$	-

Total Equity \$ 3,974,019.49

TOTAL LIABILITIES AND EQUITY **\$ 29,123,813.36**

TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Sinking Fund
Statement of Revenue and Expenditures and Fund Balance
November, 2019

REVENUES	ANNUAL BUDGET	*CUR MTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Ad Valorem Tax (Cur	\$ 1,794,017.73	\$ -	\$ 16,990.58	\$ 1,777,027.15	0.95%
Ad Valorem Tax (Pric	\$ 97,362.50	\$ 24,498.76	\$ 94,709.46	\$ 2,653.04	97.28%
Revenue in Lieu of T	\$ 1,735.48	\$ -	\$ -	\$ 1,735.48	0.00%
Accured Interest on E	\$ 9,074.79	\$ -	\$ -	\$ 9,074.79	0.00%
Premium on Bonds S	\$ 97,809.50	\$ -	\$ -	\$ 97,809.50	
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ 2,000,000.00	\$ 24,498.76	\$ 111,700.04	\$ 1,888,299.96	
EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Other Objects/Bond F	\$ 7,307,253.20	\$ -	\$ 1,295,912.50	\$ 1,444,933.75	\$ 5,862,319.45
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 7,307,253.20	\$ -	\$ 1,295,912.50	\$ 1,444,933.75	\$ 5,862,319.45
EXCESS REVENUES OVER EXPENDITURES			\$ (1,271,413.74)	\$ (1,333,233.71)	
FUND BALANCE - July 1, 2019			\$ 5,307,253.20		
FUND BALANCE - November 30, 2019			\$ 3,974,019.49		
			TRUE		

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Endowment Fund
Statement of Assets, Liabilities and Equity
November, 2019**

ASSETS

Cash in Bank	\$	0.00
Accounts Receivable	\$	-
Investments	\$	45,183.65
Investment Stifel	\$	144,327.12

TOTAL ASSETS	\$	189,510.77

LIABILITIES AND EQUITY

Accounts Payable	\$	-
Warrants Payable	\$	-

Total Liabilities	\$	-

Reserved		
Designated	\$	189,510.77
Undesignated	\$	-

Total Equity	\$	189,510.77

TOTAL LIABILITIES AND EQUITY	\$	189,510.77
		TRUE



LANCE GIBBS, DISTRICT TREASURER

**Lawton Public School District
Endowment Fund
Statement of Revenue and Expenditures and Fund Balance
November, 2019**

REVENUES	ANNUAL BUDGET	*CUR MTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Interest Earnings	\$ 5,575.00	\$ 1,209.30	\$ 7,377.10	\$ (1,802.10)	132.32%
Contributions/Donations	\$ -	\$ -	\$ -	\$ -	0.00%
Refund Prior Yr Expenditu	\$ -	\$ -	\$ -	\$ -	
Fund Transfer	\$ -	\$ -	\$ -	\$ -	0.00%
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ 5,575.00	\$ 1,209.30	\$ 7,377.10	\$ (1,802.10)	
EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Supplies & Materials	\$ -	\$ -	\$ -	\$ 5,000.00	\$ (5,000.00)
Other Objects/Scholarshi	\$ 192,708.67	\$ -	\$ -	\$ -	\$ 192,708.67
	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 192,708.67	\$ -	\$ -	\$ 5,000.00	\$ 187,708.67
EXCESS REVENUES OVER EXPENDITURES	\$ (192,708.67)	\$ 5,575.00	\$ 1,209.30	\$ 2,377.10	
FUND BALANCE - July 1, 2019			\$ 187,133.67		
FUND BALANCE - November 30, 2019			\$ 189,510.77		
			TRUE		

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Activity Fund
Statement of Assets, Liabilities and Equity
November, 2019**

ASSETS

Cash in Bank	\$ 536,389.68
Cash & Equiv (OLAP)	\$ 1,921,859.50
Interest	\$ -

TOTAL ASSETS **\$ 2,458,249.18**

LIABILITIES AND EQUITY

Checks Payable	\$ 45,738.51
Due to Student Groups	\$ -

Total Liabilities \$ 45,738.51

Reserved	
Designated	\$ 2,412,510.67
Undesignated	\$ -

Total Equity \$ 2,412,510.67

TOTAL LIABILITIES AND EQUITY **\$ 2,458,249.18**
TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Activity Fund
Statement of Revenue and Expenditures and Fund Balance
November, 2019

REVENUES	*CUR MTH ACTUAL	YTD ACTUAL
District Summer School Tuition	\$ -	\$ -
District Extended School Care	\$ 33,522.25	\$ 133,865.35
District Interest Earnings	\$ 3,023.38	\$ 16,340.91
District Commissions	\$ 8,326.03	\$ 24,369.84
District Damages to School Property	\$ -	\$ -
District Lost Textbooks	\$ 271.97	\$ 747.09
District Misc Reimbursements	\$ 40.00	\$ 69.00
District Contributions/Donations	\$ 93,734.44	\$ 137,671.39
District Student Lunch, Bkft, Milk	\$ -	\$ 3,000.00
Athletic Admissions	\$ 16,048.45	\$ 146,520.75
Athletic Advertising/Program Sales	\$ 1,130.00	\$ 11,517.80
Athletic Concession Sales	\$ 5,259.90	\$ 50,447.67
Athletic Fees/Penalties/Fines	\$ -	\$ 675.00
Athletic Supplies/Material Sold to Students	\$ -	\$ 344.00
Athletic Other Revenue	\$ 45,729.15	\$ 112,911.20
School Admissions	\$ 2,370.38	\$ 13,041.98
School Concession Sales	\$ 3,685.91	\$ 10,221.43
School Merchandise Purchased/Resale	\$ 75,637.12	\$ 389,236.87
School Student Clubs/Organizations	\$ 11,234.17	\$ 81,737.40
School Student Store Sales	\$ 3,406.40	\$ 7,330.90
School Other Activity Fund Receipts	\$ 40,643.94	\$ 221,317.84
District Cash/Change	\$ 11,000.00	\$ 11,050.00
District Misc Revenue Transferred	\$ -	\$ -
District Insuf Funds/Returned Checks	\$ 119.00	\$ 682.00
TOTAL REVENUE	\$ 355,182.49	\$ 1,373,098.42
EXPENSES	*CUR MTH ACTUAL	YTD ACTUAL
Prof & Tech Services	\$ 9,289.59	\$ 45,809.67
Property Services	\$ 2,437.25	\$ 12,121.89
Other Services	\$ 13,897.92	\$ 67,562.94
Supplies & Materials	\$ 170,019.20	\$ 650,169.68
Property	\$ -	\$ (760.00)
Other Objects	\$ 17,809.97	\$ 75,776.71
Other Uses of Funds	\$ 4,840.65	\$ 38,057.25
TOTAL EXPENSES	\$ 218,294.58	\$ 888,738.14
EXCESS REVENUES OVER EXPENDITURES	\$ 136,887.91	\$ 484,360.28
FUND BALANCE - July 1, 2019		\$ 1,928,150.39
FUND BALANCE - November 30, 2019		\$ 2,412,510.67
		TRUE

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Gifts Fund
Statement of Assets, Liabilities and Equity
November, 2019**

ASSETS

Cash in Bank	\$	-
Investments	\$	(0.00)
Interest	\$	-

TOTAL ASSETS	\$	(0.00)

LIABILITIES AND EQUITY

Warrants Payable	\$	-
Total Liabilities	\$	-
Unreserved		
Designated	\$	-
Undesignated	\$	-

Total Equity	\$	-

TOTAL LIABILITIES AND EQUITY	\$	-

TRUE



LANCE GIBBS, DISTRICT TREASURER

Lawton Public School District
Gifts Fund
Statement of Revenue and Expenditures and Fund Balance
November, 2019

REVENUES	ANNUAL BUDGET	*CUR MTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Interest Earnings	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Contributions/Donations	\$ 14,500.00	\$ -	\$ 8,000.00	\$ 6,500.00	0.00%
Fund Transfer	\$ -	\$ -		\$ -	0.00%
Estopped Warrants	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUE	\$ 14,500.00	\$ -	\$ 8,000.00	\$ 6,500.00	
EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Other Objects/Scholarships	\$ 14,500.00	\$ -	\$ 500.00	\$ 8,000.00	\$ 6,500.00
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 14,500.00	\$ -	\$ 500.00	\$ 8,000.00	\$ 6,500.00
EXCESS REVENUES OVER EXPENDITURES			\$ (500.00)	\$ -	
FUND BALANCE - July 1, 2019			\$ -		
FUND BALANCE - November 30, 2019			\$ -		
			TRUE		

*This column is for information only and is included in the year-to-date actual amounts.

**Lawton Public School District
Workers Comp Fund
Statement of Assets, Liabilities and Equity
November, 2019**

ASSETS

Cash in Bank	\$	11,826.81
Accounts Receivable	\$	-
Investments	\$	-
Amts Provided/Compensation Balances	\$	189,459.26
Interest	\$	-

TOTAL ASSETS **\$ 201,286.07**

LIABILITIES AND EQUITY

Warrants Payable	\$	375.72
Accured Comp Balance/Old WC Claims	\$	189,459.26
Total Liabilities		\$ 189,834.98
Restricted		
Designated	\$	-
Undesignated	\$	11,451.09

Total Equity \$ 11,451.09

TOTAL LIABILITIES AND EQUITY **\$ 201,286.07**
TRUE



LANCE GIBBS, DISTRICT TREASURER

**Lawton Public School District
Workers Comp Fund
Statement of Revenue and Expenditures and Fund Balance
November, 2019**

REVENUES	ANNUAL BUDGET	*CUR MONTH ACTUAL	YTD ACTUAL	REVENUE RECEIVABLE	PERCENT RECEIVED
Misc Reimbursements	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Insurance Premium	\$ -	\$ -	\$ -	\$ -	#DIV/0!
TOTAL REVENUE	\$ -	\$ -	\$ -	\$ -	
EXPENSES	ANNUAL BUDGET	YTD ENCUMB	*CUR MTH ACTUAL	YTD ACTUAL	BUDGET BALANCE
Other Objects/Pr Yr Claims	\$ 14,171.65	\$ 50,000.00	\$ 1,570.08	\$ 2,720.56	\$ (38,548.91)
	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENSES	\$ 14,171.65	\$ 50,000.00	\$ 1,570.08	\$ 2,720.56	\$ (38,548.91)
EXCESS REVENUES OVER EXPENDITURES			\$ (1,570.08)	\$ (2,720.56)	
FUND BALANCE - July 1, 2019			\$ 14,171.65		
FUND BALANCE - November 30, 2019			\$ 11,451.09		
			TRUE		

*This column is for information only and is included in the year-to-date actual amounts.



LANCE GIBBS
Interim Comptroller/Treasurer
580-215-0255 Ext 2047 PHONE
580-585-6405 FAX
lance.gibbs@lawtonps.org

**DESIGNATION OF
LAWTON PUBLIC SCHOOLS
INVESTMENT ACCOUNT**

The school district treasurer is authorized to establish an investment account for the period of:

January 16, 2020 to February 20, 2020.

The treasurer shall first determine which monies, during this period that cannot be used for the purpose for which they are to be expended and then place these monies in this investment account.

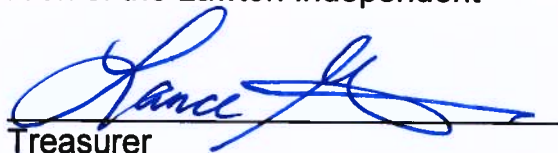
The school district treasurer is authorized by the Board of Education to buy and sell from the investment account in accordance with School Laws of Oklahoma, Section 664 at the highest possible rate of interest.

As of the opening date of this period,

The district's operating account balance is/was: **\$ 9,156,712.81**

And the balance in the investment accounts are/were: **\$ 35,700,452.78**

Approved at regular meeting of the Board of Education of the Lawton Independent School District No. I-8 at Lawton, Oklahoma on


Treasurer

INVESTMENT RATES:

Operating Accounts	Rate	Balance
Checking Account	0.10%	<u>\$ 9,156,712.81</u>
Money Market	0.25%	<u>\$ 1,514,369.13</u>
OLAP – Pooled Investments	1.47%	<u>\$ 34,186,083.65</u>
OLAP – Fixed Rates		
General Fund	0.3000%	<u>\$</u>
Bond Fund	0.0000%	<u>\$</u>
Gift/Endowments	0.0000%	<u>\$</u>

**Lawton Public Schools
Business Services**

**Report of Activity Fund Custodian
January 16, 2020**

REQUEST PERMISSION TO MAKE THE FOLLOWING ACTIVITY FUND TRANSFERS:

	<u>Acct. Credited</u>	<u>Acct. Debited</u>	<u>Purpose</u>	<u>Amount</u>
1	EHS Fencing	EHS Student Council	Thank you for helping Student Council	\$200.00
2	LHS Robotics	LHS Ath Trainers	Robotics made T-Shirts for Trainers	\$50.00
3	EMS Wrestling	EMS All Sports	Help with expenses	\$1,500.00
4	MHS Vocal Music	MMS Vocal Music	All-State Travel - split expenses	\$270.00
5	MMS Girls Basketball	MMS Boys Basketball	Share of profits from fundraiser	\$200.00
6	EHS Vocal Music	Title 1 Homeless	Choir class fee for student	\$120.00
7	EHS JROTC	District Athletics	Program sales at football games	\$157.50
8	EHS Girls Basketball	District Athletics	Program sales at football games	\$437.10
9	LHS JROTC	District Athletics	Program sales at football games	\$539.75
10	LHS Yearbook	District Concessions	Coke sales at intra-city games	\$1,800.00
11	EHS Commission	District Commission	November Commission	\$759.00
12	LHS Commission	District Commission	November Commission	\$726.00
13	MHS Commission	District Commission	November Commission	\$722.00
14	CMS Commission	District Commission	November Commission	\$471.00
15	EMS Commission	District Commission	November Commission	\$719.00
16	MMS Commission	District Commission	November Commission	\$442.00
17	TMS Commission	District Commission	November Commission	\$371.00
18	Gateway Success Center	District Commission	November Commission	\$66.00
19	Transportation Center	District Commission	November Commission	\$23.00

**Lawton Public Schools
Business Operations**

**Report of Activity Fund Custodian
January 16, 2020**

REQUEST PERMISSION TO MAKE THE FOLLOWING ACTIVITY FUND EXPENDITURE:

1 Lawton Board of Education

District Portion

\$ 6,394.55 - Adams X-Tended Time - Board	\$13,718.75 - Hugh Bish X-Tended Time - Board
\$11,151.50 - Almor West X-Tended Time - Board	\$12,561.95 - Pioneer Park X-Tended Time - Board
\$ 9,492.80 - Carriage Hills X-Tended Time-Board	\$17,569.08 - Sullivan Village X-Tended Time - Board
\$11,542.25 - Crosby Park X-Tended Time-Board	\$13,476.75 - Whittier X-Tended Time - Board
\$ 9,139.86 - Edison X-Tended Time - Board	\$21,307.80 - Woodland Hills X-Tended Time - Board
\$ 5,839.80 - Eisenhower El X-Tended Time-Board	

**Lawton Public Schools
Business Operations**

**Report of Activity Fund Custodian
January 16, 2020**

REQUEST PERMISSION TO ADD NEW ACCOUNTS:

Acct Name/Number	Source of Revenue	Approved Expenditures
BRIDGE Academy Friends in Need - 961	1. Donations	1. Instructional/non-instructional supplies/clothing/food 2. Help parents/guardians with educational requirements for lifestyle improvements 3. Reimbursement of expenses
Eisenhower High School Transition WAT Store - 965	1. Fundraisers 2. Donations 3. Funds transferred	1. Instructional/non-instructional supplies, materials, equipment/furniture 2. Fundraising expenses 3. Class activities/events/functions 4. School/community projects/services 5. Refreshments/supplies 6. Funds transferred 7. Reimbursement of expenses

**Lawton Public Schools
Business Operations**

**Report of Activity Fund Custodian
January 16, 2020**

REQUEST PERMISSION TO AMEND PREVIOUSLY APPROVED OUT-OF-TOWN TRIP: (per attached letter)

MacArthur High School
New York City

Vocal Music
Change from March 21-25, 2020 to March 23-27, 2020

Addendum Letter
M.H.S. Choir
4400 East Gore
Lawton, Oklahoma 73501
mhively@lawtonps.org

To whom it may concern,

On September 19, 2019 the MacArthur Choir got board approval to travel to New York City on March 21-25, 2020. Our travel agency Educational First moved our trip dates to March 23-27, 2020.

The parents and students have been contacted and are aware of the ten day activity rule. The parents are also ready to use a regular absence to allow their child to attend the educational trip.

I will also ensure that each student completes their homework in a timely manner to attend this once and a life time educational opportunity. We are seeking board approval to change the dates!

Misti Hively
MacArthur High School
Choral Director



MHS Choir

4400 E Gore Blvd

Lawton, OK 73501

mhively@lawtonps.org



BOARD APPROVED

SEP 19 2019

LAWTON PUBLIC SCHOOLS

7/29/2019

To Whom It May Concern:

The M.H.S choral program would like to take the Varsity and Women's Choir on a trip to New York City, New York. This trip would start March 21 and end on March 25th. This trip will give them an opportunity to work and perform with a professional singing group which would cover the state music teaching standards. We will also have the opportunity to sit and watch a show that allows us to critic and review a live performance. The students will be raising funds to help pay for this trip. We are seeking approval from the Board of Education of Lawton Public Schools.

Please feel free to contact me with any questions or concerns that you may have. My number is 580-355-5230. We sincerely appreciate your consideration of this trip.

Thank you,
Misti Hively
M.H.S. Choir Director

**Lawton Public Schools
Business Operations**

**Report of Activity Fund Custodian
January 16, 2020**

REQUEST APPROVAL OF ACTIVITY FUND SUMMARY OF ACCOUNTS: (attached)

**LAWTON PUBLIC SCHOOLS
ACTIVITY FUND SUMMARY**

Page 1

	Beginning	Deposits	Payments	Outstanding	Ending
01/09/20					
SITE 105 ADAMS ELEMENTARY					
850 GENERAL	3,180.42	2,279.73	-1,317.22	-533.00	3,609.93
905 LIBRARY	1,525.54	-27.00	-447.83	-500.00	550.71
912 MILITARY CHILD CLUB	12.05	.00	0.00	0.00	12.05
919 PICTURES	1,895.64	368.75	-401.10	-100.00	1,763.29
933 STUDENT STORE	1,016.86	2,525.30	-1,366.55	-442.67	1,732.94
946 VOCAL MUSIC	110.00	130.00	-24.12	-25.00	190.88
960 COMMISSION	1.13	.00	0.00	0.00	1.13
970 X-TENDED TIME	2,090.43	1,128.45	-948.60	-62.41	2,207.87
971 X-TENDED TIME BOARD	.00	6,394.55	0.00	0.00	6,394.55
984 DESIGNATED CONTRIBUTIONS	269.69	.00	0.00	0.00	269.69
SITE 106 ALMOR WEST ELEMENTARY					
850 GENERAL	38,032.66	7,871.92	-19,628.90	-1,786.94	24,488.74
905 LIBRARY	9,389.83	2,076.18	-2,534.62	0.00	8,931.39
919 PICTURES	3,693.63	368.50	-92.00	0.00	3,970.13
922 RESOURCE CENTER	6,238.70	.00	0.00	0.00	6,238.70
931 STUDENT COUNCIL	2,006.66	643.37	-862.41	-56.65	1,730.97
960 COMMISSION	1,154.71	42.72	0.00	0.00	1,197.43
970 X-TENDED TIME	3,495.47	1,927.50	-722.75	-18.99	4,681.23
971 X-TENDED TIME BOARD	.00	11,151.50	0.00	0.00	11,151.50
984 DESIGNATED CONTRIBUTIONS	4,669.17	4,195.00	-1,318.99	-1,304.35	6,240.83
994 LPS FOUNDATION GRANTS	.00	11,951.57	-5,454.50	-2,046.59	4,450.48
SITE 108 CARRIAGE HILLS ELEMENTARY					
850 GENERAL	11,545.03	18,916.60	-18,728.57	-851.93	10,881.13
905 LIBRARY	6,142.89	6,759.91	-7,805.65	-900.00	4,197.15
912 MILITARY CHILD CLUB	99.35	.00	0.00	0.00	99.35
919 PICTURES	1,521.64	.00	0.00	0.00	1,521.64
931 STUDENT COUNCIL	368.83	.00	0.00	0.00	368.83
933 STUDENT STORE	646.15	.00	0.00	0.00	646.15
960 COMMISSION	137.70	.00	0.00	0.00	137.70
970 X-TENDED TIME	3,006.45	3,390.75	0.00	0.00	6,397.20

**LAWTON PUBLIC SCHOOLS
ACTIVITY FUND SUMMARY**

Page 2

	Beginning	Deposits	Payments	Outstanding	Ending
01/09/20					
971 X-TENDED TIME BOARD	36.55	9,456.25	0.00	0.00	9,492.80
994 LPS FOUNDATION GRANTS	.00	4,140.97	0.00	-4,140.97	0.00
SITE 110 CLEVELAND ELEMENTARY					
850 GENERAL	5,270.73	372.25	-1,900.67	-450.00	3,292.31
905 LIBRARY	1,170.80	3,229.53	-530.85	-432.70	3,436.78
912 MILITARY CHILD CLUB	124.21	.00	0.00	0.00	124.21
919 PICTURES	359.09	.00	0.00	0.00	359.09
931 STUDENT COUNCIL	1,719.15	1,405.63	-228.28	-268.56	2,627.94
960 COMMISSION	773.85	43.33	0.00	0.00	817.18
961 FRIENDS IN NEED	4,595.17	.00	-76.78	0.00	4,518.39
984 DESIGNATED CONTRIBUTIONS	2,178.13	.00	0.00	0.00	2,178.13
994 LPS FOUNDATION GRANTS	.00	1,613.51	0.00	0.00	1,613.51
SITE 114 CROSBY PARK ELEMENTARY					
850 GENERAL	9,980.21	15,479.45	-12,932.55	-3,219.97	9,307.14
905 LIBRARY	4,822.95	7,129.12	-3,018.70	-943.37	7,990.00
919 PICTURES	585.65	678.50	-450.72	-580.00	233.43
931 STUDENT COUNCIL	8.31	.00	0.00	0.00	8.31
970 X-TENDED TIME	2,469.88	1,767.75	-1,404.71	-150.00	2,682.92
971 X-TENDED TIME BOARD	.00	11,542.25	0.00	0.00	11,542.25
994 LPS FOUNDATION GRANTS	.00	8,378.75	-2,800.75	-4,205.32	1,372.68
SITE 122 EDISON ELEMENTARY					
850 GENERAL	127.12	18,050.57	-15,547.15	-1,135.38	1,495.16
905 LIBRARY	5,253.30	7,779.46	-4,699.38	0.00	8,333.38
912 MILITARY CHILD CLUB	46.28	.00	0.00	0.00	46.28
919 PICTURES	.00	22.89	0.00	0.00	22.89
952 PARENT INVOLVEMENT	.18	.00	0.00	0.00	0.18
953 ACCELERATED READING	66.64	.00	0.00	0.00	66.64
960 COMMISSION	344.95	.00	-339.28	0.00	5.67
970 X-TENDED TIME	3,719.28	1,613.59	-4,401.98	0.00	930.89
971 X-TENDED TIME BOARD	.00	9,139.86	0.00	0.00	9,139.86
984 DESIGNATED CONTRIBUTIONS	519.88	.00	-498.38	0.00	21.50

LAWTON PUBLIC SCHOOLS
ACTIVITY FUND SUMMARY

Page 3

	Beginning	Deposits	Payments	Outstanding	Ending
01/09/20					
994 LPS FOUNDATION GRANTS	.00	1,262.02	0.00	-762.02	500.00
SITE 125 EISENHOWER ELEMENTARY					
850 GENERAL	102.83	4,723.00	-2,576.50	-177.00	2,072.33
905 LIBRARY	2,400.44	3,581.48	-3,129.22	-1,005.76	1,846.94
919 PICTURES	3,408.85	504.80	-745.79	-42.90	3,124.96
933 STUDENT STORE	1,638.53	3,239.26	-2,887.03	-901.11	1,089.65
946 VOCAL MUSIC	188.51	.00	0.00	0.00	188.51
960 COMMISSION	298.56	.00	0.00	-207.23	91.33
970 X-TENDED TIME	2,000.00	1,121.00	-128.80	-607.21	2,384.99
971 X-TENDED TIME BOARD	.00	5,867.00	-27.20	0.00	5,839.80
984 DESIGNATED CONTRIBUTIONS	31.50	1,250.00	0.00	-1.00	1,280.50
994 LPS FOUNDATION GRANTS	.00	2,438.00	-2,438.00	0.00	0.00
995 FACULTY FUND	998.25	455.00	-506.01	-744.83	202.41
SITE 127 FREEDOM ELEMENTARY					
850 GENERAL	28,177.66	13,436.03	-16,480.26	-3,421.25	21,712.18
905 LIBRARY	17,007.04	5,082.97	-5,261.91	-1,200.00	15,628.10
919 PICTURES	15,193.98	2,441.00	-6,177.60	0.00	11,457.38
960 COMMISSION	732.44	.00	0.00	-198.42	534.02
984 DESIGNATED CONTRIBUTIONS	8,775.71	10,000.00	-1,770.00	0.00	17,005.71
990 SPECIAL OLYMPICS	400.00	.00	0.00	0.00	400.00
994 LPS FOUNDATION GRANTS	36.00	4,056.11	-398.00	-2,941.23	752.88
SITE 140 RIDGECREST ELEMENTARY					
850 GENERAL	3,389.58	291.95	-939.52	-697.79	2,044.22
905 LIBRARY	2,348.23	4,827.39	-2,711.00	-181.00	4,283.62
912 MILITARY CHILD CLUB	11.32	.00	0.00	0.00	11.32
919 PICTURES	811.41	.00	0.00	0.00	811.41
931 STUDENT COUNCIL	1,918.78	.00	0.00	0.00	1,918.78
951 YEARBOOK	1,006.29	60.00	0.00	0.00	1,066.29
960 COMMISSION	950.97	43.10	-251.21	0.00	742.86
961 FRIENDS IN NEED	681.69	.00	0.00	0.00	681.69
984 DESIGNATED CONTRIBUTIONS	230.66	.00	0.00	0.00	230.66

**LAWTON PUBLIC SCHOOLS
ACTIVITY FUND SUMMARY**

Page 4

	Beginning	Deposits	Payments	Outstanding	Ending
01/09/20					
994 LPS FOUNDATION GRANTS	.00	437.95	-437.95	0.00	0.00
995 FACULTY FUND	1,958.29	750.00	-279.17	-53.86	2,375.26
SITE 148 HUGH BISH ELEMENTARY					
850 GENERAL	1,347.57	5,294.79	-4,028.44	0.00	2,613.92
905 LIBRARY	1,815.16	5,185.01	-3,368.27	-2,754.70	877.20
919 PICTURES	1,503.69	.00	-624.02	-212.00	667.67
931 STUDENT COUNCIL	583.91	.00	-192.31	0.00	391.60
933 STUDENT STORE	4,357.39	3,679.10	-3,399.65	-33.88	4,602.96
960 COMMISSION	435.45	15.02	0.00	0.00	450.47
970 X-TENDED TIME	3,500.00	2,451.65	-804.81	-30.60	5,116.24
971 X-TENDED TIME BOARD	.00	13,892.15	0.00	-173.40	13,718.75
984 DESIGNATED CONTRIBUTIONS	29.67	.00	0.00	0.00	29.67
994 LPS FOUNDATION GRANTS	.00	4,573.10	0.00	-3,721.10	852.00
SITE 165 LINCOLN ELEMENTARY					
850 GENERAL	4,716.51	5,577.16	-5,328.96	-1,082.31	3,882.40
905 LIBRARY	1,860.95	2,494.31	-407.27	-301.00	3,646.99
912 MILITARY CHILD CLUB	82.27	.00	0.00	0.00	82.27
919 PICTURES	1,970.83	88.00	-496.70	-1,181.09	381.04
931 STUDENT COUNCIL	1,779.04	.00	-273.75	0.00	1,505.29
960 COMMISSION	867.80	15.61	-85.65	0.00	797.76
961 FRIENDS IN NEED	300.23	.00	0.00	0.00	300.23
984 DESIGNATED CONTRIBUTIONS	500.00	200.00	-300.00	0.00	400.00
994 LPS FOUNDATION GRANTS	.00	1,249.75	-1,094.83	0.00	154.92
SITE 168 PAT HENRY ELEMENTARY					
850 GENERAL	3,183.58	1,259.10	-1,070.43	-178.79	3,193.46
905 LIBRARY	1,486.09	816.67	-1,472.07	-304.28	526.41
919 PICTURES	1,944.62	.00	-646.81	0.00	1,297.81
952 PARENT INVOLVEMENT	172.96	.00	-20.00	0.00	152.96
960 COMMISSION	932.32	130.43	-102.38	-182.79	777.58
984 DESIGNATED CONTRIBUTIONS	2,678.88	.00	0.00	0.00	2,678.88
990 SPECIAL OLYMPICS	3,612.45	3,333.10	-75.00	-131.04	6,739.51

**LAWTON PUBLIC SCHOOLS
ACTIVITY FUND SUMMARY**

Page 5

	Beginning	Deposits	Payments	Outstanding	Ending
01/09/20					
994 LPS FOUNDATION GRANTS	.00	12,385.05	-4,310.00	-2,510.60	5,564.45
SITE 173 PIONEER PARK ELEMENTARY					
850 GENERAL	17,148.76	5,890.60	-9,675.30	-681.97	12,682.09
905 LIBRARY	5,045.59	3,893.79	-2,308.89	-60.00	6,570.49
919 PICTURES	1,142.32	727.00	-672.86	0.00	1,196.46
931 STUDENT COUNCIL	348.93	.00	-45.05	-100.00	203.88
946 VOCAL MUSIC	897.75	575.00	0.00	0.00	1,472.75
960 COMMISSION	500.00	.00	0.00	0.00	500.00
970 X-TENDED TIME	2,662.33	2,155.05	-1,689.35	-575.49	2,552.54
971 X-TENDED TIME BOARD	.00	12,561.95	0.00	0.00	12,561.95
994 LPS FOUNDATION GRANTS	.00	2,621.19	0.00	0.00	2,621.19
SITE 183 SULLIVAN VILLAGE ELEMENTARY					
850 GENERAL	18,955.61	12,672.90	-9,278.37	-2,841.78	19,508.36
905 LIBRARY	2,747.23	4,806.40	-4,637.24	-300.00	2,616.39
912 MILITARY CHILD CLUB	16.76	.00	0.00	0.00	16.76
919 PICTURES	899.87	632.50	0.00	0.00	1,532.37
960 COMMISSION	594.46	51.76	0.00	0.00	646.22
970 X-TENDED TIME	2,500.00	3,597.42	0.00	0.00	6,097.42
971 X-TENDED TIME BOARD	.00	17,569.08	0.00	0.00	17,569.08
984 DESIGNATED CONTRIBUTIONS	.00	100.00	0.00	0.00	100.00
994 LPS FOUNDATION GRANTS	.00	6,442.79	-3,270.00	0.00	3,172.79
SITE 195 WASHINGTON ELEMENTARY					
850 GENERAL	1,314.93	4,628.32	-2,677.62	-293.97	2,971.66
905 LIBRARY	384.59	2,282.47	-1,661.70	0.00	1,005.36
919 PICTURES	1,680.95	220.75	-523.00	0.00	1,378.70
931 STUDENT COUNCIL	2,689.36	937.11	-1,157.40	-43.70	2,425.37
953 ACCELERATED READING	28.00	.00	0.00	0.00	28.00
960 COMMISSION	77.76	55.30	-50.00	0.00	83.06
961 FRIENDS IN NEED	574.00	.00	0.00	0.00	574.00
984 DESIGNATED CONTRIBUTIONS	962.87	.00	0.00	0.00	962.87
994 LPS FOUNDATION GRANTS	.00	4,028.09	0.00	-1,781.67	2,246.42

**LAWTON PUBLIC SCHOOLS
ACTIVITY FUND SUMMARY**

Page 6

	Beginning	Deposits	Payments	Outstanding	Ending
01/09/20	39.66	.00	0.00	0.00	39.66
995 FACULTY FUND					
SITE 200 LEARNING TREE ACADEMY					
850 GENERAL	21,951.01	14,615.00	-12,479.20	-1,507.36	22,579.45
905 LIBRARY	888.44	.00	-452.05	-138.83	297.56
919 PICTURES	1,548.51	529.25	0.00	0.00	2,077.76
960 COMMISSION	607.34	42.49	0.00	0.00	649.83
984 DESIGNATED CONTRIBUTIONS	988.45	300.00	-254.54	0.00	1,033.91
986 FACULTY IN-SERVICE	3.01	.00	0.00	0.00	3.01
994 LPS FOUNDATION GRANTS	.00	2,878.31	-2,250.00	-519.91	108.40
SITE 205 WHITTIER ELEMENTARY					
850 GENERAL	11,618.84	22,340.30	-18,714.82	-340.00	14,904.32
905 LIBRARY	2,332.89	3,365.95	-2,920.71	0.00	2,778.13
912 MILITARY CHILD CLUB	4.79	.00	0.00	0.00	4.79
919 PICTURES	820.97	573.75	-751.07	0.00	643.65
960 COMMISSION	138.77	.00	-80.98	0.00	57.79
970 X-TENDED TIME	4,000.00	2,378.25	-1,620.36	0.00	4,757.89
971 X-TENDED TIME BOARD	.00	13,476.75	0.00	0.00	13,476.75
984 DESIGNATED CONTRIBUTIONS	101.53	440.00	-300.00	0.00	241.53
994 LPS FOUNDATION GRANTS	.00	538.97	0.00	-537.91	1.06
SITE 220 WOODLAND HILLS ELEMENTARY					
850 GENERAL	9,864.97	25,143.80	-19,832.36	-625.56	14,550.85
905 LIBRARY	5,300.58	6,818.21	-7,020.82	-665.99	4,431.98
912 MILITARY CHILD CLUB	149.17	.00	0.00	0.00	149.17
919 PICTURES	2,610.51	1,273.75	-231.00	-75.74	3,577.52
931 STUDENT COUNCIL	803.63	.00	0.00	0.00	803.63
960 COMMISSION	500.00	.00	0.00	0.00	500.00
970 X-TENDED TIME	4,200.00	3,760.20	-2,425.35	-651.63	4,883.22
971 X-TENDED TIME BOARD	.00	21,307.80	0.00	0.00	21,307.80
984 DESIGNATED CONTRIBUTIONS	1,546.34	2,122.31	0.00	-1,660.82	2,007.83
994 LPS FOUNDATION GRANTS	.00	3,895.89	0.00	-2,129.79	1,766.10

**LAWTON PUBLIC SCHOOLS
ACTIVITY FUND SUMMARY**

Page 7

01/09/20	Beginning	Deposits	Payments	Outstanding	Ending
SITE 352 COMMUNICATIONS_LYNN CORDES					
858 ACE	16,485.82	205.69	-35.20	-492.98	16,163.33
994 LPS FOUNDATION GRANTS	.00	3,058.08	0.00	-2,670.19	387.89
996 PARENT UNIVERSITY	1,550.00	400.00	0.00	-400.00	1,550.00
SITE 353 BUSINESS OFFICE_LANCE GIBBS					
833 DISTRICT BASEMENT SUPPLY	-941.63	.00	25,935.81	0.00	24,994.18
856 ASSISTANCE CLUB	.00	7,090.00	0.00	0.00	7,090.00
863 BOE REIMBURSEMENT	6,380.72	2,845.25	0.00	0.00	9,225.97
910 MISC. EXPENSE	62,269.51	30,638.58	-7,919.14	-11,051.00	73,937.95
945 TEXTBOOKS	.00	489.59	0.00	0.00	489.59
960 COMMISSION	47,731.63	11,254.95	-7,812.01	-350.00	50,824.57
984 DESIGNATED CONTRIBUTIONS	2,501.86	.00	0.00	0.00	2,501.86
995 FACULTY FUND	1,415.98	2,314.75	-1,139.04	-40.90	2,550.79
SITE 354 THE BRIDGE_JAY LEHR					
855 A.H.S.C. ACTIVITIES	125.12	.00	0.00	0.00	125.12
960 COMMISSION	124.26	.00	0.00	0.00	124.26
SITE 356 ATHLETICS_GARY DEES					
830 DISTRICT ATHLETICS	223,095.48	-75,330.25	0.00	0.00	147,765.23
831 DISTRICT CONCESSION	91,414.14	53,658.19	-37,661.70	0.00	107,410.63
832 ATHLETICS (DISTRICT)	14,173.80	10,590.46	-18,239.20	-6,452.92	72.14
836 DISTRICT SWIMMING	1,791.05	7,756.25	-3,325.67	-150.00	6,071.63
984 DESIGNATED CONTRIBUTIONS	23,085.43	.00	0.00	0.00	23,085.43
SITE 357 STUDENT SERVICES_MARK MATTINGLY					
903 MENTORSHIP PROGRAM	4,832.75	7,377.00	-1,678.28	-600.00	9,931.47
950 STUDENT SERVICES	127.62	.00	0.00	0.00	127.62
960 COMMISSION	2,128.98	277.01	-183.75	0.00	2,222.24
SITE 358 FEDERAL PROGRAMS_TERESA DONAHUE					
981 HOMELESS EDUCATION	8,994.31	4,483.50	-1,472.01	-1,082.60	10,923.20
987 TITLE I SUMMER KINDERGARTEN ACADEMY	276.55	.00	0.00	0.00	276.55
SITE 359 DISTRICT MUSIC					
926 LPS STROLLING STRING	1,263.25	2,785.00	-1,796.93	-750.21	1,501.11

**LAWTON PUBLIC SCHOOLS
ACTIVITY FUND SUMMARY**

Page 8

	Beginning	Deposits	Payments	Outstanding	Ending
01/09/20					
SITE 365 SECONDARY EDUC_RICK OWENS	3,912.17	3,248.65	0.00	-2,800.00	4,360.82
962 LPS CHRISTMAS CHEER	82.18	.00	0.00	0.00	82.18
973 TEEN COUNCIL					
SITE 368 SPECIAL SERVICES_CHRIS SHARKEY	2,209.76	.00	0.00	0.00	2,209.76
929 SPECIAL EDUCATION	79.24	.00	0.00	0.00	79.24
960 COMMISSION	334.94	.00	0.00	0.00	334.94
977 SPEECH PATHALOGY	526.73	.00	0.00	0.00	526.73
988 VISION IMPAIRED					
SITE 370 HUMAN RESOURCES_ASST SUPT_KEN BADEN	14,204.99	.00	-7,090.00	0.00	7,114.99
856 ASSISTANCE CLUB					
SITE 371 DISTRICT CURRICULUM_TERESA JACKSON	101.88	.00	0.00	0.00	101.88
857 ARTS IN EDUCATION	27.41	.00	0.00	0.00	27.41
998 LAWTON COMMUNITY SERVICES					
SITE 374 PROF STAFF DEV_BRENDA HATCH	65.40	.00	0.00	0.00	65.40
960 COMMISSION					
SITE 375 COUNSELORS/GT_MARK MATTINGLY	276.58	.00	0.00	0.00	276.58
910 MISC. EXPENSE					
SITE 376 ACTS_					
901 GIFTED/TALENTED	1,401.71	1,066.05	-887.15	-50.00	1,530.61
994 LPS FOUNDATION GRANTS	.00	500.00	0.00	0.00	500.00
SITE 377 EDUC SERVICES_ASST SUPT_KEN BADEN					
912 MILITARY CHILD CLUB	203.52	.00	0.00	0.00	203.52
SITE 380 MAINTENANCE_KEN BADEN					
960 COMMISSION	26.82	-.01	0.00	0.00	26.81
SITE 381 TRANSPORTATION_TRAE KOCH					
960 COMMISSION	1,087.11	196.22	-157.39	0.00	1,125.94
SITE 382 FFA_CHRIS CONWAY	.00	300.00	0.00	0.00	300.00
889 FFA					
SITE 383 HUMAN RESOURCES_JEAN HASTINGS	15.63	.00	0.00	0.00	15.63
932 HUMAN RESOURCES					

**LAWTON PUBLIC SCHOOLS
ACTIVITY FUND SUMMARY**

Page 9

	Beginning	Deposits	Payments	Outstanding	Ending
01/09/20					
SITE 384 STUDNT ASSESSMENT_JOAN GABELMANN					
853 AP EXAM	15,221.00	15,807.00	-4,965.00	-100.00	25,963.00
942 DISTRICT TESTING	225.00	.00	0.00	0.00	225.00
SITE 385 ELEM EDUCATION_BRENDA HATCH					
910 MISC. EXPENSE	188.40	.00	0.00	0.00	188.40
SITE 386 GRANT DIRECTOR_DIANE LANDOLL					
997 IPAD REPAIR/REPLACE	7,745.50	.00	0.00	0.00	7,745.50
SITE 389 CAMPUS POLICE_DAVID HORNBECK					
864 CAMPUS CRIME STOPPER	113.13	.00	0.00	0.00	113.13
SITE 392 CHILD NUTRITION_STEVE DYER					
910 MISC. EXPENSE	228.80	3,000.00	-2,943.25	0.00	285.55
SITE 394 SUMMER SCHOOL_JAY LEHR					
940 SUMMER SCHOOL	860.00	.00	0.00	0.00	860.00
SITE 530 MACARTHUR MIDDLE SCHOOL					
801 FOOTBALL EXTRAS	109.00	.00	0.00	0.00	109.00
803 GIRLS BASKETBALL EXTRAS	35.00	.00	0.00	0.00	35.00
805 BOYS BASEBALL EXTRAS	148.01	.00	0.00	0.00	148.01
806 GIRLS SOFTBALL EXTRAS	65.94	.00	0.00	0.00	65.94
813 BOYS GOLF EXTRAS	170.48	.00	0.00	0.00	170.48
819 ALL SPORTS EXTRAS	4,458.92	2,489.09	-1,595.75	0.00	5,352.26
840 ATHLETICS (SITES)	34,902.22	22,693.00	-17,065.18	-1,104.07	39,425.97
850 GENERAL	1,705.87	90.00	-1,430.89	-10.00	354.98
851 ACADEMIC TEAM	62.87	255.00	0.00	0.00	317.87
854 ART	61.46	2,437.00	-1,327.47	-623.53	547.46
860 BAND	1,762.28	4,242.00	-2,947.35	-265.30	2,791.63
861 BUILDERS CLUB	4,838.59	2,145.62	-1,896.19	-3.00	5,085.02
864 CAMPUS CRIME STOPPER	20.00	.00	0.00	0.00	20.00
867 CHEERLEADERS	6,962.28	600.00	-5,890.82	0.00	1,671.46
871 6TH GRADE TEAM	4,709.86	7,475.48	-1,250.31	-3,354.03	7,581.00
872 7TH GRADE TEAM	2,514.84	138.00	-599.06	-1.00	2,052.78
873 8TH GRADE TEAM	1,768.86	1,547.55	-838.04	-68.50	2,409.87

**LAWTON PUBLIC SCHOOLS
ACTIVITY FUND SUMMARY**

Page 10

01/09/20	Beginning	Deposits	Payments	Outstanding	Ending
876 CHILDREN'S CHOIR	.00	14,665.00	-1,705.65	0.00	12,959.35
878 COOKING CLUB	.00	700.00	-139.73	0.00	560.27
883 COUNSELORS	69.57	.00	0.00	0.00	69.57
890 FCA	276.84	.00	0.00	0.00	276.84
901 GIFTED/TALENTED	656.10	.00	0.00	0.00	656.10
905 LIBRARY	3,230.69	3,573.48	-4,779.47	-28.55	1,996.15
909 NJHS	3,487.98	.00	-385.00	0.00	3,102.98
912 MILITARY CHILD CLUB	767.55	.00	-276.34	0.00	491.21
914 ORCHESTRA	999.82	4,859.05	-4,401.43	-97.00	1,360.44
916 PHYSICAL EDUCATION	9,189.17	818.88	-2,354.80	-502.00	7,151.25
917 ROBOTICS	835.15	.00	0.00	0.00	835.15
918 PEP CLUB	232.14	700.00	-918.25	0.00	13.89
919 PICTURES	12,802.08	1,211.46	-994.50	0.00	13,019.04
925 ELECTIVES	4,925.81	1,749.20	-411.33	-197.00	6,066.68
929 SPECIAL EDUCATION	314.70	.00	-75.89	0.00	238.81
931 STUDENT COUNCIL	4,310.22	.00	-542.70	-1.00	3,766.52
946 VOCAL MUSIC	3,487.82	7,913.50	-7,563.53	-815.00	3,022.79
951 YEARBOOK	5,182.71	2,505.00	-558.31	-205.00	6,924.40
959 CHESS CLUB	179.60	405.00	-300.34	0.00	284.26
960 COMMISSION	6,161.68	1,792.00	-6,032.86	-277.00	1,643.82
975 HOLDING ACCOUNT	924.97	600.90	-245.04	0.00	1,280.83
984 DESIGNATED CONTRIBUTIONS	10.52	300.00	-240.00	0.00	70.52
990 SPECIAL OLYMPICS	3,659.05	857.15	-1,046.88	0.00	3,469.32
994 LPS FOUNDATION GRANTS	.00	10,685.03	-7,345.00	-3,340.03	0.00
SITE 535 CENTRAL MIDDLE SCHOOL					
801 FOOTBALL EXTRAS	728.86	1,507.95	-1,077.60	0.00	1,159.21
806 GIRLS SOFTBALL EXTRAS	2,691.87	.00	-510.86	-250.00	1,931.01
819 ALL SPORTS EXTRAS	36.49	686.56	-65.40	0.00	657.65
840 ATHLETICS (SITES)	15,397.34	16,706.92	-8,313.47	-2,005.87	21,784.92
850 GENERAL	403.89	4,372.05	-3,879.11	-315.00	581.83
851 ACADEMIC TEAM	195.86	894.00	-150.00	-49.80	890.06

**LAWTON PUBLIC SCHOOLS
ACTIVITY FUND SUMMARY**

Page 11

01/09/20	Beginning	Deposits	Payments	Outstanding	Ending
854 ART	833.09	1,220.00	-1,721.38	-62.49	269.22
860 BAND	3,468.13	6,241.25	-4,194.98	-13.00	5,501.40
867 CHEERLEADERS	9,192.52	652.00	-6,063.10	-33.97	3,747.45
871 6TH GRADE TEAM	771.00	.00	-43.98	0.00	727.02
872 7TH GRADE TEAM	.00	556.35	0.00	-24.96	531.39
873 8TH GRADE TEAM	199.01	.00	-121.41	0.00	77.60
875 CONCESSIONS	9,453.62	655.68	-5,574.96	-2,701.48	1,832.86
885 DRAMA	806.56	213.00	-726.90	-1.00	291.66
890 FCA	62.64	724.00	-671.20	0.00	115.44
901 GIFTED/TALENTED	109.14	.00	0.00	0.00	109.14
903 MENTORSHIP PROGRAM	7.93	3,500.00	-481.97	-535.50	2,490.46
905 LIBRARY	1,669.96	2,183.18	-2,218.19	-728.80	906.15
907 MATHEMATICS	278.20	.00	-63.85	0.00	214.35
909 NJHS	142.54	429.75	-50.00	0.00	522.29
912 MILITARY CHILD CLUB	1,467.66	.00	-185.98	0.00	1,281.68
914 ORCHESTRA	1,270.55	.00	0.00	-3.00	1,267.55
916 PHYSICAL EDUCATION	429.70	.00	0.00	0.00	429.70
918 PEP CLUB	1,081.71	480.00	-299.00	0.00	1,262.71
919 PICTURES	1,196.67	.00	0.00	0.00	1,196.67
924 SCIENCE CLUB	12,011.20	140.00	-1,069.45	-150.00	10,931.75
925 ELECTIVES	50.00	.00	0.00	0.00	50.00
927 SPANISH CLUB	335.47	2,960.30	-306.81	-446.83	2,542.13
929 SPECIAL EDUCATION	474.31	1,143.73	-679.89	-413.63	524.52
931 STUDENT COUNCIL	1,161.94	1,155.05	-928.84	-300.00	1,088.15
941 RUNNING CLUB	313.65	160.00	0.00	0.00	473.65
943 TECHNOLOGY	370.19	783.00	0.00	0.00	1,153.19
946 VOCAL MUSIC	1,919.18	3,394.66	-3,741.18	-491.94	1,080.72
951 YEARBOOK	3,160.20	1,203.00	-1,434.10	-1.00	2,928.10
960 COMMISSION	1,349.35	1,474.32	-1,693.37	-443.30	687.00
984 DESIGNATED CONTRIBUTIONS	37.99	600.00	-300.00	0.00	337.99
990 SPECIAL OLYMPICS	3,866.50	350.00	-658.73	-127.70	3,430.07

**LAWTON PUBLIC SCHOOLS
ACTIVITY FUND SUMMARY**

Page 12

	Beginning	Deposits	Payments	Outstanding	Ending
01/09/20	.00	1,532.91	-1,000.00	-426.96	105.95
994 LPS FOUNDATION GRANTS					
SITE 540 TOMLINSON MIDDLE SCHOOL					
802 BOYS BASKETBALL EXTRAS	53.00	.00	0.00	0.00	53.00
819 ALL SPORTS EXTRAS	153.22	.00	0.00	0.00	153.22
840 ATHLETICS (SITES)	12,665.24	15,931.60	-9,390.76	-2,495.85	16,710.23
850 GENERAL	20,363.77	10,553.58	-8,902.41	-6,643.56	15,371.38
851 ACADEMIC TEAM	27.98	260.00	0.00	-260.00	27.98
854 ART	485.15	517.50	-529.46	-341.80	131.39
860 BAND	89.31	530.00	-280.00	0.00	339.31
864 CAMPUS CRIME STOPPER	42.51	.00	0.00	0.00	42.51
871 6TH GRADE TEAM	615.64	.00	0.00	0.00	615.64
872 7TH GRADE TEAM	401.79	.00	0.00	0.00	401.79
873 8TH GRADE TEAM	110.18	20.00	0.00	0.00	130.18
875 CONCESSIONS	7,661.92	3,317.90	-2,609.74	-480.00	7,890.08
885 DRAMA	596.52	564.00	0.00	-77.73	1,082.79
890 FCA	165.26	83.00	0.00	0.00	248.26
891 FCCLA	449.23	.00	0.00	-302.40	146.83
905 LIBRARY	7,099.24	12,485.91	-10,506.15	-300.00	8,779.00
909 NJHS	278.27	220.00	0.00	0.00	498.27
912 MILITARY CHILD CLUB	6.68	.00	0.00	0.00	6.68
913 OPEN DOORS	69.12	.00	0.00	0.00	69.12
914 ORCHESTRA	501.54	4,739.35	-3,313.28	0.00	1,927.61
918 PEP CLUB	3,173.90	1,527.00	-1,491.00	-2,222.84	987.06
919 PICTURES	62.80	447.69	-20.00	0.00	490.49
927 SPANISH CLUB	55.86	.00	0.00	0.00	55.86
929 SPECIAL EDUCATION	544.93	.00	-127.54	0.00	417.39
931 STUDENT COUNCIL	8,100.30	2,858.00	-5,420.47	-50.00	5,487.83
943 TECHNOLOGY	12.51	.00	0.00	0.00	12.51
946 VOCAL MUSIC	52.81	2,919.85	-452.81	-642.00	1,877.85
951 YEARBOOK	5,720.12	965.00	-2,240.00	0.00	4,445.12
960 COMMISSION	1,206.39	1,323.25	-1,354.86	0.00	1,174.78

LAWTON PUBLIC SCHOOLS
ACTIVITY FUND SUMMARY

Page 13

	Beginning	Deposits	Payments	Outstanding	Ending
01/09/20					
961 FRIENDS IN NEED	542.19	150.00	-488.30	0.00	203.89
975 HOLDING ACCOUNT	254.12	.00	0.00	0.00	254.12
984 DESIGNATED CONTRIBUTIONS	27.77	1,737.00	0.00	0.00	1,764.77
990 SPECIAL OLYMPICS	5,642.98	636.00	-1,189.38	-576.00	4,513.60
994 LPS FOUNDATION GRANTS	.00	1,304.00	-28.25	0.00	1,275.75
995 FACULTY FUND	498.21	1,825.00	-695.71	0.00	1,627.50
997 IPAD REPAIR/REPLACE	21,418.93	12,250.00	-15,276.21	-50.00	18,342.72
SITE 545 EISENHOWER MIDDLE SCHOOL					
801 FOOTBALL EXTRAS	263.11	.00	0.00	0.00	263.11
802 BOYS BASKETBALL EXTRAS	.01	.00	0.00	0.00	0.01
803 GIRLS BASKETBALL EXTRAS	75.87	.00	0.00	0.00	75.87
805 BOYS BASEBALL EXTRAS	65.00	.00	0.00	0.00	65.00
806 GIRLS SOFTBALL EXTRAS	2.48	.00	0.00	0.00	2.48
807 WRESTLING EXTRAS	46.00	.00	0.00	0.00	46.00
817 TRAINERS EXTRAS	120.00	.00	0.00	0.00	120.00
840 ATHLETICS (SITES)	12,953.37	13,367.62	-9,619.72	-5,125.13	11,576.14
850 GENERAL	9,691.47	3,437.82	-5,651.47	-2,592.14	4,885.68
851 ACADEMIC TEAM	298.92	35.55	-234.46	0.00	100.01
854 ART	1,928.76	1,240.00	-1,163.06	-785.28	1,220.42
860 BAND	1,451.20	.00	0.00	0.00	1,451.20
867 CHEERLEADERS	3,677.48	.00	-1,720.00	-1.00	1,956.48
871 6TH GRADE TEAM	1,352.15	1,058.00	-663.40	-1.00	1,745.75
872 7TH GRADE TEAM	849.88	.00	-149.11	-112.98	587.79
873 8TH GRADE TEAM	669.38	.00	0.00	-116.29	553.09
887 COMPUTER CLASS	70.74	39.00	0.00	0.00	109.74
890 FCA	291.10	694.00	-549.75	0.00	435.35
891 FCCLA	686.89	826.24	-677.46	-663.00	172.67
905 LIBRARY	1,084.88	1,965.65	-336.76	-547.33	2,166.44
907 MATHEMATICS	35.55	-35.55	0.00	0.00	0.00
909 NJHS	3,812.88	.00	-385.00	-578.76	2,849.12
912 MILITARY CHILD CLUB	334.23	.00	-53.94	0.00	280.29

**LAWTON PUBLIC SCHOOLS
ACTIVITY FUND SUMMARY**

Page 14

	Beginning	Deposits	Payments	Outstanding	Ending
01/09/20					
914 ORCHESTRA	.50	.00	0.00	0.00	0.50
919 PICTURES	1,269.34	721.00	0.00	0.00	1,990.34
924 SCIENCE CLUB	56.41	.00	0.00	0.00	56.41
929 SPECIAL EDUCATION	2,667.15	612.50	0.00	-925.50	2,354.15
931 STUDENT COUNCIL	333.71	759.00	-498.60	-274.00	320.11
943 TECHNOLOGY	800.22	485.00	-191.80	-453.70	639.72
944 TECHNOLOGY STUDENT ASSOC	133.33	.00	0.00	0.00	133.33
946 VOCAL MUSIC	2,147.12	7,697.26	-3,143.38	-432.00	6,269.00
951 YEARBOOK	8,728.92	7,085.39	-1,273.74	-9,731.74	4,808.83
960 COMMISSION	8,064.66	2,194.13	-2,731.54	-297.51	7,229.74
963 SCRAPBOOKING	652.74	.00	0.00	0.00	652.74
984 DESIGNATED CONTRIBUTIONS	111.84	.00	0.00	0.00	111.84
994 LPS FOUNDATION GRANTS	.00	1,163.69	0.00	-1,078.71	84.98
SITE 705 EISENHOWER SENIOR HIGH SCHOOL					
801 FOOTBALL EXTRAS	1,428.32	1,100.00	0.00	0.00	2,528.32
802 BOYS BASKETBALL EXTRAS	3,813.89	-1,933.00	-112.20	0.00	1,768.69
803 GIRLS BASKETBALL EXTRAS	12.65	3,600.00	-2,151.84	-195.00	1,265.81
805 BOYS BASEBALL EXTRAS	257.62	165.00	0.00	0.00	422.62
806 GIRLS SOFTBALL EXTRAS	.98	620.00	-618.46	0.00	2.52
812 GIRLS TRACK EXTRAS	3.47	.00	0.00	0.00	3.47
814 BOYS CROSS COUNTRY EXTRAS	100.00	.00	-55.00	0.00	45.00
816 GIRLS VOLLEYBALL EXTRAS	27.45	105.44	0.00	0.00	132.89
817 TRAINERS EXTRAS	199.00	.00	0.00	0.00	199.00
819 ALL SPORTS EXTRAS	6,153.73	.00	0.00	0.00	6,153.73
840 ATHLETICS (SITES)	23,832.10	85,657.20	-40,563.09	-23,878.05	45,048.16
850 GENERAL	247.44	2,985.78	-256.78	-1,585.16	1,391.28
851 ACADEMIC TEAM	151.66	.00	-149.68	-1.00	0.98
852 AGRICULTURE	4,738.00	22,049.09	-23,123.50	-538.77	3,124.82
854 ART	3,435.52	6,349.00	-4,327.88	-171.66	5,284.98
859 ADVANCE PLACEMENT	260.69	250.00	0.00	0.00	510.69
860 BAND	342.47	120.00	-338.81	0.00	123.66

**LAWTON PUBLIC SCHOOLS
ACTIVITY FUND SUMMARY**

Page 15

01/09/20	Beginning	Deposits	Payments	Outstanding	Ending
862 BUSINESS	91.75	.00	0.00	0.00	91.75
864 CAMPUS CRIME STOPPER	271.00	.00	0.00	0.00	271.00
865 AMERICAN STUDIES CLUB	622.95	.00	0.00	0.00	622.95
867 CHEERLEADERS	3,003.55	3,329.04	-4,747.72	0.00	1,584.87
869 CLOSE-UP	97.23	.00	0.00	0.00	97.23
880 eSPORTS	82.08	.00	-50.94	0.00	31.14
883 COUNSELORS	1,152.77	.00	-40.90	0.00	1,111.87
884 ANIME	27.64	.00	0.00	0.00	27.64
885 DRAMA	1,508.60	178.00	-428.99	-215.00	1,042.61
886 LETTERMEN CLUB	74.85	.00	0.00	0.00	74.85
887 COMPUTER CLASS	50.90	.00	0.00	0.00	50.90
888 AFRICAN AMER. MULT.	1,355.21	217.50	-146.09	0.00	1,426.62
890 FCA	25.75	.00	0.00	0.00	25.75
891 FCCLA	1,937.08	.00	0.00	0.00	1,937.08
892 FBLA	135.36	.00	0.00	0.00	135.36
894 FENCING CLUB	969.10	140.00	0.00	0.00	1,109.10
896 FISHING CLUB	350.40	.00	0.00	0.00	350.40
902 DRILL TEAM	9,281.29	1,340.00	-8,061.60	-1,263.25	1,296.44
903 MENTORSHIP PROGRAM	1,180.05	2,774.57	-3,014.94	0.00	939.68
904 NEWSPAPER	140.17	3,000.00	0.00	0.00	3,140.17
905 LIBRARY	1,494.88	2,957.55	-2,830.14	-589.93	1,032.36
906 KEY CLUB	1,496.19	.00	0.00	0.00	1,496.19
907 MATHEMATICS	2,603.11	.00	-1,051.98	0.00	1,551.13
908 NHS	7,765.00	416.50	-1,058.69	-382.82	6,739.99
911 NATIVE AMERICAN CLUB	2,048.17	.00	0.00	0.00	2,048.17
912 MILITARY CHILD CLUB	154.16	1,094.35	-391.33	0.00	857.18
914 ORCHESTRA	3.76	70.00	-70.08	0.00	3.68
915 PHYSICS	176.25	.00	0.00	0.00	176.25
917 ROBOTICS	149.33	298.00	-126.00	-197.00	124.33
919 PICTURES	629.30	.00	0.00	0.00	629.30
920 JROTC	2,006.61	4,408.88	-3,776.38	-1,527.90	1,111.21

**LAWTON PUBLIC SCHOOLS
ACTIVITY FUND SUMMARY**

Page 16

01/09/20	Beginning	Deposits	Payments	Outstanding	Ending
921 RENAISSANCE	3,792.30	.00	0.00	0.00	3,792.30
924 SCIENCE CLUB	4,456.32	400.00	0.00	-298.37	4,557.95
927 SPANISH CLUB	256.35	.00	0.00	0.00	256.35
928 SPEECH & DEBATE	152.57	200.00	-101.52	0.00	251.05
929 SPECIAL EDUCATION	449.78	3,200.00	-141.82	-3,000.00	507.96
931 STUDENT COUNCIL	3,724.50	15,524.28	-12,609.19	-1,541.00	5,098.59
933 STUDENT STORE	250.00	110.00	0.00	0.00	360.00
945 TEXTBOOKS	.00	62.00	0.00	0.00	62.00
946 VOCAL MUSIC	1,374.68	3,284.00	-1,973.97	-2,589.60	95.11
947 TECH-NOW	480.48	190.00	-419.14	-31.50	219.84
949 PARTNERS CLUB	5.28	120.00	0.00	0.00	125.28
951 YEARBOOK	2,094.92	4,766.00	-190.70	0.00	6,670.22
955 PHOTOGRAPHY	115.00	.00	0.00	0.00	115.00
960 COMMISSION	17,182.18	2,465.00	-4,258.55	-3,680.07	11,708.56
964 INTERACT ROTARY CLUB	14.00	.00	0.00	0.00	14.00
969 LAWTON JROTC DRILL MEET	82.57	2,725.00	0.00	0.00	2,807.57
974 ARCHERY	793.23	.00	0.00	0.00	793.23
983 YOUTH IN GOVERNMENT	311.21	.00	0.00	0.00	311.21
984 DESIGNATED CONTRIBUTIONS	11,113.04	3,000.00	0.00	0.00	14,113.04
989 AP ECONOMICS	733.81	360.00	-197.92	0.00	895.89
994 LPS FOUNDATION GRANTS	2,248.00	16,193.54	-2,503.18	-7,034.40	8,903.96
995 FACULTY FUND	60.58	1,088.00	-988.39	0.00	160.19
SITE 710 LAWTON SENIOR HIGH SCHOOL					
801 FOOTBALL EXTRAS	3,596.10	.00	-3,500.00	0.00	96.10
802 BOYS BASKETBALL EXTRAS	1,573.26	.00	0.00	-492.19	1,081.07
803 GIRLS BASKETBALL EXTRAS	755.64	.00	-239.06	0.00	516.58
805 BOYS BASEBALL EXTRAS	8.65	.00	0.00	0.00	8.65
807 WRESTLING EXTRAS	100.00	.00	0.00	0.00	100.00
811 BOYS TRACK EXTRAS	71.52	.00	0.00	0.00	71.52
814 BOYS CROSS COUNTRY EXTRAS	86.18	.00	0.00	0.00	86.18
815 BOYS SOCCER EXTRAS	793.96	.00	0.00	0.00	793.96

LAWTON PUBLIC SCHOOLS
ACTIVITY FUND SUMMARY

Page 17

	Beginning	Deposits	Payments	Outstanding	Ending
01/09/20					
816 GIRLS VOLLEYBALL EXTRAS	599.48	.00	0.00	0.00	599.48
817 TRAINERS EXTRAS	170.00	360.00	0.00	0.00	530.00
819 ALL SPORTS EXTRAS	497.79	.00	-497.79	0.00	0.00
820 GIRLS SOCCER EXTRAS	425.39	100.00	0.00	0.00	525.39
821 GIRLS GOLF EXTRAS	15.32	.00	0.00	0.00	15.32
822 GIRLS CROSS COUNTRY EXTRAS	35.70	.00	0.00	0.00	35.70
840 ATHLETICS (SITES)	50,353.48	93,179.12	-79,439.84	-17,167.49	46,925.27
850 GENERAL	16,797.29	8,513.45	-6,124.66	-110.00	19,076.08
851 ACADEMIC TEAM	206.32	382.00	-335.00	-5.00	248.32
852 AGRICULTURE	5,972.91	10,855.67	-10,842.68	-672.16	5,313.74
854 ART	11,625.56	3,396.00	-2,860.19	-244.56	11,916.81
860 BAND	1,453.49	1,794.92	-2,163.97	-551.00	533.44
864 CAMPUS CRIME STOPPER	392.54	.00	-87.46	0.00	305.08
865 AMERICAN STUDIES CLUB	490.03	-490.03	0.00	0.00	0.00
867 CHEERLEADERS	5,520.31	2,057.00	-1,323.08	-252.22	6,002.01
875 CONCESSIONS	4,589.85	3,494.91	-3,852.24	-700.00	3,532.52
885 DRAMA	2,308.92	353.00	-904.23	-135.11	1,622.58
888 AFRICAN AMER. MULT.	2,784.86	172.00	0.00	-900.00	2,056.86
889 FFA	2,504.51	870.00	-2,798.00	0.00	576.51
890 FCA	549.58	.00	-162.75	0.00	386.83
895 FRENCH CLUB	434.06	-434.06	0.00	0.00	0.00
898 FFA HORTICULTURE	10,098.72	4,805.00	-4,776.19	-183.59	9,943.94
902 DRILL TEAM	2,666.69	2,291.95	-1,722.42	-120.00	3,116.22
903 MENTORSHIP PROGRAM	3,753.80	150.00	-729.73	0.00	3,174.07
904 NEWSPAPER	241.15	.00	0.00	0.00	241.15
905 LIBRARY	961.77	399.95	-259.32	-139.28	963.12
906 KEY CLUB	4,506.65	1,229.21	-771.21	-330.00	4,634.65
907 MATHEMATICS	168.34	608.00	0.00	-5.00	771.34
908 NHS	679.29	55.00	-94.78	0.00	639.51
911 NATIVE AMERICAN CLUB	3,056.93	.00	0.00	0.00	3,056.93
912 MILITARY CHILD CLUB	171.89	.00	0.00	0.00	171.89

**LAWTON PUBLIC SCHOOLS
ACTIVITY FUND SUMMARY**

Page 18

	Beginning	Deposits	Payments	Outstanding	Ending
01/09/20					
914 ORCHESTRA	2,472.46	1,016.82	-1,529.00	-700.00	1,260.28
917 ROBOTICS	1,050.50	1,954.00	-1,662.06	-254.65	1,087.79
919 PICTURES	9.75	274.25	0.00	0.00	284.00
920 JROTC	20,257.12	3,266.50	-4,337.18	-4,773.28	14,413.16
921 RENAISSANCE	4,631.60	.00	-833.00	0.00	3,798.60
924 SCIENCE CLUB	1,125.07	515.00	-314.16	-227.32	1,098.59
927 SPANISH CLUB	1,153.88	968.00	-527.97	-75.71	1,518.20
928 SPEECH & DEBATE	213.45	.00	0.00	-25.00	188.45
929 SPECIAL EDUCATION	195.40	156.00	0.00	-186.00	165.40
931 STUDENT COUNCIL	17,851.53	12,053.61	-29,891.61	0.00	13.53
934 SENIORS 2020	2,315.97	7,039.24	-5,786.20	-136.00	3,433.01
935 SENIORS 2021	229.17	140.66	0.00	0.00	369.83
936 SENIORS 2022	.00	378.00	-126.00	0.00	252.00
937 SENIORS 2023	.00	203.00	0.00	0.00	203.00
946 VOCAL MUSIC	3,498.27	6,245.82	-4,387.56	-5,033.02	323.51
951 YEARBOOK	1,505.15	3,360.64	-1,423.44	-655.00	2,787.35
960 COMMISSION	27,116.95	-1,175.01	-8,841.61	-3,479.12	13,621.21
961 FRIENDS IN NEED	3,260.98	.00	0.00	0.00	3,260.98
963 SCRAPBOOKING	146.98	.00	0.00	0.00	146.98
979 GAY STRAIGHT ALLIANCE	1,187.33	65.00	-18.53	-5.00	1,228.80
984 DESIGNATED CONTRIBUTIONS	1,387.04	100.00	-250.00	0.00	1,237.04
985 STAGE PRODUCTION	150.89	.00	-105.44	-30.00	15.45
991 MEDIA PRODUCTIONS	1,131.49	.00	0.00	0.00	1,131.49
994 LPS FOUNDATION GRANTS	.00	11,650.50	-5,000.00	-5,583.46	1,067.04
SITE 715 MACARTHUR SENIOR HIGH SCHOOL					
801 FOOTBALL EXTRAS	224.13	8,250.00	-3,131.37	0.00	5,342.76
802 BOYS BASKETBALL EXTRAS	344.79	2,850.00	0.00	0.00	3,194.79
803 GIRLS BASKETBALL EXTRAS	1,707.07	7,832.00	-1,337.59	-200.00	8,001.48
805 BOYS BASEBALL EXTRAS	146.72	500.00	0.00	0.00	646.72
806 GIRLS SOFTBALL EXTRAS	797.50	.00	0.00	0.00	797.50
807 WRESTLING EXTRAS	2,956.78	998.00	0.00	-200.00	3,754.78

**LAWTON PUBLIC SCHOOLS
ACTIVITY FUND SUMMARY**

Page 19

01/09/20	Beginning	Deposits	Payments	Outstanding	Ending
809 GIRLS SWIMMING EXTRAS	100.00	.00	0.00	0.00	100.00
811 BOYS TRACK EXTRAS	283.58	100.00	0.00	0.00	383.58
812 GIRLS TRACK EXTRAS	60.13	100.00	0.00	0.00	160.13
813 BOYS GOLF EXTRAS	400.00	.00	0.00	0.00	400.00
814 BOYS CROSS COUNTRY EXTRAS	300.00	.00	0.00	0.00	300.00
815 BOYS SOCCER EXTRAS	199.97	.00	0.00	0.00	199.97
816 GIRLS VOLLEYBALL EXTRAS	1,367.93	.00	-150.00	0.00	1,217.93
817 TRAINERS EXTRAS	2,599.48	750.00	0.00	0.00	3,349.48
819 ALL SPORTS EXTRAS	5,490.81	.00	0.00	0.00	5,490.81
820 GIRLS SOCCER EXTRAS	1,869.36	.00	0.00	0.00	1,869.36
821 GIRLS GOLF EXTRAS	.00	.00	0.00	0.00	0.00
840 ATHLETICS (SITES)	37,834.53	88,058.59	-54,118.74	-14,856.29	56,918.09
850 GENERAL	11,766.32	2,946.88	-1,519.06	-207.60	12,986.54
851 ACADEMIC TEAM	4,340.35	.00	-925.00	0.00	3,415.35
852 AGRICULTURE	11,210.61	16,668.00	-16,587.48	-2,085.00	9,206.13
853 AP EXAM	.00	60.00	0.00	0.00	60.00
854 ART	2,958.39	3,555.00	-3,743.96	-250.00	2,519.43
860 BAND	537.85	300.00	-44.46	-750.00	43.39
864 CAMPUS CRIME STOPPER	99.21	.00	0.00	0.00	99.21
867 CHEERLEADERS	2,783.90	8,220.95	-8,604.17	-1,376.53	1,024.15
868 CHEMISTRY	2,753.78	.00	-2.40	0.00	2,751.38
881 CULTURAL AWARENESS	1,182.40	.00	0.00	0.00	1,182.40
885 DRAMA	1,139.69	2,591.97	-1,590.09	-1,997.73	143.84
886 LETTERMEN CLUB	16,089.53	.00	-4,971.72	-1,800.00	9,317.81
890 FCA	121.60	720.00	-442.96	0.00	398.64
892 FBLA	270.00	200.00	-209.00	0.00	261.00
893 CHARACTER ED	208.00	.00	0.00	0.00	208.00
902 DRILL TEAM	84.24	3,472.66	-2,172.66	-1,300.00	84.24
904 NEWSPAPER	6.43	.00	0.00	0.00	6.43
905 LIBRARY	1,877.18	967.50	-455.35	-275.26	2,114.07
906 KEY CLUB	1,815.94	15,204.47	-9,659.91	-1,047.92	6,312.58

**LAWTON PUBLIC SCHOOLS
ACTIVITY FUND SUMMARY**

Page 20

01/09/20	Beginning	Deposits	Payments	Outstanding	Ending
908 NHS	5,678.18	2,213.00	-1,338.00	-100.00	6,453.18
911 NATIVE AMERICAN CLUB	.00	360.00	0.00	-357.50	2.50
912 MILITARY CHILD CLUB	332.88	.00	0.00	0.00	332.88
914 ORCHESTRA	1,339.76	1,173.99	-262.82	-75.00	2,175.93
917 ROBOTICS	2,670.16	183.00	-7.00	-934.00	1,912.16
919 PICTURES	3,251.53	339.00	0.00	0.00	3,590.53
920 JROTC	4,379.09	9,003.33	-6,217.25	-6,844.32	320.85
921 RENAISSANCE	2,244.86	4,995.00	-1,185.87	-10.00	6,043.99
927 SPANISH CLUB	7.29	.00	0.00	0.00	7.29
929 SPECIAL EDUCATION	393.08	713.00	-477.76	-450.00	178.32
931 STUDENT COUNCIL	11,287.36	17,299.02	-12,874.53	-2,619.08	13,092.77
934 SENIORS 2020	453.16	6,750.00	-4,497.85	-1,161.51	1,543.80
935 SENIORS 2021	10.89	1,158.00	-182.90	-100.00	885.99
936 SENIORS 2022	4,777.02	2,129.00	-920.00	0.00	5,986.02
937 SENIORS 2023	375.00	855.00	-907.80	0.00	322.20
938 SENIORS 2024	3,206.33	.00	0.00	0.00	3,206.33
939 AUTISM	2,026.40	961.39	-739.12	-277.44	1,971.23
946 VOCAL MUSIC	3,831.77	4,509.50	-3,375.97	-3,518.00	1,447.30
947 TECH-NOW	1,003.61	.00	0.00	0.00	1,003.61
948 WAT	109.85	.00	0.00	0.00	109.85
951 YEARBOOK	10,530.38	10,597.00	-5,471.63	0.00	15,655.75
954 WEIGHTROOM LIFTATHON	2,902.06	5,629.00	-5,801.90	-351.98	2,377.18
960 COMMISSION	5,358.82	2,884.14	-2,901.20	-961.54	4,380.22
974 ARCHERY	40.18	500.00	0.00	0.00	540.18
979 GAY STRAIGHT ALLIANCE	69.00	.00	0.00	0.00	69.00
980 GRADUATED SENIORS	.00	4,016.50	0.00	0.00	4,016.50
984 DESIGNATED CONTRIBUTIONS	29,064.61	.00	-419.76	0.00	28,644.85
990 SPECIAL OLYMPICS	6,120.88	1,141.19	-88.80	-4,310.50	2,862.77
994 LPS FOUNDATION GRANTS	.00	14,925.47	-1,563.12	-2,515.25	10,847.10
SITE 725 GATEWAY					
850 GENERAL	2,555.79	.00	-253.68	-400.00	1,902.11

LAWTON PUBLIC SCHOOLS
ACTIVITY FUND SUMMARY

Page 21

01/09/20	Beginning	Deposits	Payments	Outstanding	Ending
929 SPECIAL EDUCATION	993.30	.00	0.00	0.00	993.30
960 COMMISSION	2,666.49	208.00	0.00	-117.00	2,757.49
993 LEADERSHIP	293.18	.00	0.00	-200.00	93.18
994 LPS FOUNDATION GRANTS	.00	1,932.15	0.00	-1,664.83	267.32

**Lawton Public Schools
Business Operations**

**Report of the Clerk
January 16, 2020**

REQUEST APPROVAL OF APPLICATIONS FOR SANCTIONING:

Edison Booster Club (remove from Probation)
Eisenhower Middle School Orchestra Booster Club
Eisenhower Middle School Softball Booster Club
Lawton High School Soccer Booster Club
(MHS) Highlander Regiment Band Booster Club (remove from Probation)
(MHS) Lawton Eastside Softball Parents Association (recommend on Probation)

REQUEST APPROVAL OF THE FOLLOWING CONSTRUCTION-RELATED DOCUMENTS:

Certificate of Substantial Completion (Punch List included)	Whittier Saferoom	2017 Bond (33)
Architects in Partnership LLC MHS Gym Foyer & Locker Rooms Membrane Roof Pat Henry Membrane Roof & Metal Panel Coating Woodland Hills 2005 Addition Membrane Roof Food Service Warehouse Membrane Roof	Multiple Reroofs	2014 Bond (32)
Architects in Partnership LLC	Ron Stephens Stadium Wall Repair	2017 Bond (33)
Burgess Engineering and Testing Geotechnical Engineering Report	Ron Stephens Stadium Wall Repair	2017 Bond (33)
Landmark Engineering Topographic and Boundary Survey	Ron Stephens Stadium Wall Repair	2017 Bond (33)
Architects in Partnership LLC	TMS Gym HVAC Renovation	2015 Sales Tax (26)
Architects in Partnership LLC	LHS Gym & Auditorium HVAC Renovation	2015 Sales Tax (26)
Architects in Partnership LLC Vestibule design was planned as part of LHS Window Replacement. Original contract approved March 9, 2015.	LHS Vestibule	2014 Bond (32) \$5,000 for design
Crossland Construction Company Change Order #8	New EMS several areas	2017 Bond (33) within Contingency balance
RCJ Construction Inc Change Order #2	MHS Auditorium & Admin HVAC Renovation Add duct smoke detectors	2015 Sales Tax (26) within Contingency balance

**Lawton Public Schools
Business Operations**

**Report of the Clerk
January 16, 2020**

REQUEST APPROVAL OF THE FOLLOWING AGREEMENTS/CONTRACTS:

MAX Teaching MHS teachers	Consultant Services April 24 & May 8, 2020	Fed Grant 779 DoDEA
Oklahoma Works for All (OKWFA) Special Education Department	pilot initiative up to 4 years	
OSSBA	Review LPS current policy manual	General Fund
Renaissance Learning Inc LHS	Renaissance Star 360 January - June, 2020	General Fund Bldg Allocation
State of Oklahoma Federal Surplus Property Program eligibility to acquire surplus equipment		
SEL (Social and Emotional Learning) Launchpad LHS staff/students/parents	March - May, 2020	Fed Grant 515
Unite Private Networks LLC Brockland EMS	reconnect internet wiring disconnect internet wiring from old school & connect new school	no charge 2017 Bond (33)

APPLICATION FOR SANCTIONING OF PARENT ORGANIZATIONS AND BOOSTER CLUBS

Organization Name EDISON BOOSTER CLUB EIN # 13-4307207
 Organization's Bank Name BANC FIRST Bank Account # 5200254104
 Faculty Sponsor's Name ISAAC Jeffery Phone: 580 574-6586 E-mail: ib Jeffery 225@yahoo.com
 Officer's Name: PRESIDENT VICE PRESIDENT TREASURER SECRETARY
 Name (Print): Tyrone Hochen TRAVIS ROUSON JOANNE BONAR SHANTIA BUTLER
 Address: 18 NW 56th St. 6201 NW Cheyenne 5502 NW ALMA ADELIN 2213 NW 24th St.
 Phone: 580-704-0415 580-450-0568 580-678-0109 -
 Term Expiration: 2020 2020 2020 2020
J. Bonar@Geico.com

Describe how the organization officers are appointed or elected
THROUGH NOMINATIONS A VOTE IS TAKEN BY THE MAJORITY OF THE MEMBERS WHO ATTEND AT THE END OF THE YEAR BOOSTER CLUB MEETING.

Are dues or fees required to be a member of the organization: ☒ Yes ☐ No

Explain what amount and what the fees and dues cover A \$5 FEE IS PAID JUST 1 TIME FOR WHATEVER SPORT A CHILD IS SIGNED UP TO PLAY.

Circle One: PTA / Booster

Describe Purpose and Goals of the Organization TO FINANCE, ORGANIZE, AND SUPERVISE ATHLETIC SPORTS AT EDISON ELEMENTARY SCHOOL THAT GIVES EVERY CHILD AN OPPORTUNITY TO PARTICIPATE IN.

Estimated List of Material / Monetary Contributions SPORTS SIGN UP - \$10.00

Estimated List of Expenses SPORTS EQUIPMENT - \$1200, TROPHIES & SPORTS BONNET - \$4800

Principal's Recommendation: Approved ☒ Denied ☐

Signature of Principal Dana D. Moore Date 11-21-2019

Signature of Organization's Officer Joanne M Bonar Date 11-21-2019

Please attach a copy of the Organization's Standing Rules, By-Laws, Financial Responsibility, Training Verification, Audit Procedure Check List & Audit Report to this Application and submit to Principal.

☒ PROBATION [Signature] 12/2/19
 Finance Dept. Initial Date
Kathy Bentley 12/9/19
 Signature of Clerk of the Board Date

☒ APPROVED [Signature] 1-8-2020
 Finance Dept. Initial Date
 Signature of Clerk of the Board Date

☐ DENIED _____ / _____
 Finance Dept. Initial Date
 Signature of Clerk of the Board Date

WHITE: Finance Office
 YELLOW: Organization
 PINK: Principal

Reapplication for sanctioning is required annually

APPLICATION FOR SANCTIONING OF PARENT ORGANIZATIONS AND BOOSTER CLUBS

Organization Name Eisenhower Middle School Orchestra Booster Club EIN # 83-1871519

Organization's Bank Name EMSO BC Bank Account # 22398635

Faculty Sponsor's Name Melody Turner Phone: 580-357-5612 E-mail: melody.turner@lawtonps.org

Officer's Name	PRESIDENT	VICE PRESIDENT	TREASURER	SECRETARY
Name (Print):	<u>Jacqueline Harmon</u>	<u>Jeremy L. Kim</u>	<u>Kim Bookon</u>	<u>Karen Love</u>
Address:	<u>4907 NW Meadowbrook Dr.</u>	<u>6212 NW Maple Ave</u>	<u>4632 NW Meadowbrook Dr.</u>	<u>6212 NW Maple Ave</u>
Phone:	<u>336-404-8945</u>	<u>580-956-9990</u>	<u>580-545-0289</u>	<u>(550) 291-3626</u>
Term Expiration:	<u>June 2020</u>	<u>June 2020</u>	<u>June 2020</u>	<u>June 2020</u>

Describe how the organization officers are appointed or elected OFFICERS are elected by a show of hands during the scheduled meetings

Are dues or fees required to be a member of the organization: ☒ Yes ☐ No

Explain what amount and what the fees and dues cover Fees are \$10.00 to pay for administrative cost and material expenses.

Circle One: PTA / Booster

Describe Purpose and Goals of the Organization To promote the orchestra with the goal of increasing participation and providing opportunities for travel to contests.

Estimated List of Material / Monetary Contributions Log Books, Receipt Book, paper, printer ink. Fund Raisers estimated amounts \$1000.00

Estimated List of Expenses \$50.00 paper, printer ink, bank fees

Principal's Recommendation: Approved ☒ Denied ☐

Signature of Principal B. Harrington Date 12-18-19

Signature of Organization's Officer William Bodin Date 12-18-19

Please attach a copy of the Organization's Standing Rules, By-Laws, Financial Responsibility, Training Verification, Audit Procedure Check List & Audit Report to this Application and submit to Principal.

☐ **PROBATION** _____ / _____
Finance Dept. Initial _____ Date _____

Signature of Clerk of the Board _____ Date _____

☒ **APPROVED** [Signature] 1-8-2020
Finance Dept. Initial _____ Date _____

Signature of Clerk of the Board _____ Date _____

☐ **DENIED** _____ / _____
Finance Dept. Initial _____ Date _____

Signature of Clerk of the Board _____ Date _____

WHITE: Finance Office
YELLOW: Organization
PINK: Principal

Reapplication for sanctioning is required annually

APPLICATION FOR SANCTIONING OF PARENT ORGANIZATIONS AND BOOSTER CLUBS

Organization Name Eisenhower Middle School Softball Booster EIN # 81-3403035
 Organization's Bank Name Arvest Bank Account # 25482946
 Faculty Sponsor's Name Rebecca Wyatt Phone: 713 9125 E-mail: rebecca.wyatt@lawtonpsd.org
 Officer's Name **PRESIDENT** **VICE PRESIDENT** **TREASURER** **SECRETARY**
 Name (Print): Jennifer Corrie Amy Waller Katie Duffy Tiffany Roberson
 Address: 6811 NW Fernis Blvd 284 7380 Mane Edward 7209 NW Cherry Circle Willie NW Eisenhower
 Phone: 284 5329 284 7380 571-533-4646 678-1435
 Term Expiration: 2020 2020 2020 2020

Describe how the organization officers are appointed or elected Voting at first meeting

Are dues or fees required to be a member of the organization: X Yes No

Explain what amount and what the fees and dues cover Equipment, tournament fees, feed girls
Repay up keepot field, concession stand

Circle One: PTA / Booster

Describe Purpose and Goals of the Organization To provide the girls everything needed
for a successful season

Estimated List of Material / Monetary Contributions Fundraisers, donations, Booster Club fees

Estimated List of Expenses Gear, Balls, Tournament fees food for concession, feeding girls
away games

Principal's Recommendation: Approved Denied

Signature of Principal Vicki Apple Date 12-12-19
 Signature of Organization's Officer Jennifer Corrie Date 1/1/2020

Please attach a copy of the Organization's Standing Rules, By-Laws, Financial Responsibility, Training Verification, Audit Procedure Check List & Audit Report to this Application and submit to Principal.

☐ **PROBATION** / /
 Finance Dept. Initial Date
 Signature of Clerk of the Board / /
 Date

☒ **APPROVED** CHP 1-8-2020
 Finance Dept. Initial Date
 Signature of Clerk of the Board / /
 Date

☐ **DENIED** / /
 Finance Dept. Initial Date
 Signature of Clerk of the Board / /
 Date

WHITE: Finance Office
 YELLOW: Organization
 PINK: Principal

Reapplication for sanctioning is required annually

APPLICATION FOR SANCTIONING OF PARENT ORGANIZATIONS AND BOOSTER CLUBS

Organization Name Lawton High School ^{Soccer} Booster Club EIN # 27-3832557

Organization's Bank Name Arvest Bank Account # 32584332

Faculty Sponsor's Name Coach Bowles & Coach Brandenburg Phone: 918 625 3550 E-mail: terry.brandenburg@lawtonps.org

Officer's Name	PRESIDENT	VICE PRESIDENT	TREASURER	SECRETARY
Name (Print):	<u>Shannon Woods</u>	<u>Kevan Reese</u>	<u>Kaasha Marshall</u>	
Address:	<u>541 Batson Ave</u>	<u>6929 SW Cherokee Ave</u>	<u>4868 B Ebert Cr.</u>	
Phone:	<u>636 362 8196</u>	<u>580 704 9108</u>	<u>907 388 0150</u>	
Term Expiration:	<u>May 2020</u>	<u>May 2020</u>	<u>May 2020</u>	

Describe how the organization officers are appointed or elected The board of directors is appointed at the annual meeting of the members held in May. No absentee ballots will be recognized.

Are dues or fees required to be a member of the organization: Yes ☒ No

Explain what amount and what the fees and dues cover NA

Circle One: PTA / Booster

Describe Purpose and Goals of the Organization The purpose is to support the Lawton high school soccer program. Goals include raising money for meals and small equipment needs.

Estimated List of Material / Monetary Contributions Selling concessions - \$250 (estimated value)
mis. fundraisers - \$500 Purpose for feeding players

Estimated List of Expenses Sandwiches, snacks, drinks - \$50 per game per team (12) boys & girls

Principal's Recommendation: Approved ☒ Denied ☐

Signature of Principal Charlotte Oatis Date 12-3-19

Signature of Organization's Officer Jim Woods Date 12-3-19

Please attach a copy of the Organization's Standing Rules, By-Laws, Financial Responsibility, Training Verification, Audit Procedure Check List & Audit Report to this Application and submit to Principal.

☐ **PROBATION**

Finance Dept. Initial _____ Date _____

Signature of Clerk of the Board _____ Date _____

☒ **APPROVED**

Finance Dept. Initial CM Date 12/3/19

Signature of Clerk of the Board _____ Date _____

☐ **DENIED**

Finance Dept. Initial _____ Date _____

Signature of Clerk of the Board _____ Date _____

WHITE: Finance Office
YELLOW: Organization
PINK: Principal

Reapplication for sanctioning is required annually

APPLICATION FOR SANCTIONING OF PARENT ORGANIZATIONS AND BOOSTER CLUBS

Organization Name Highlander Regiment Board Booster EIN # 47-1618303

Organization's Bank Name Liberty National Bank Bank Account # 3038252

Faculty Sponsor's Name Larry Hatch Phone: _____ E-mail: _____

Officer's Name	PRESIDENT	VICE PRESIDENT	TREASURER	SECRETARY
Name (Print):	<u>Tamara Mooney</u>	<u>BRIAN J. NORTON</u>	<u>Merranda Montok</u>	<u>X</u>
Address:	<u>3103 NE Georgetown</u>	<u>1414 NE 61st ST, Lawton</u>	<u>4823 SE Tattershall Way Lawton</u>	<u>X</u>
Phone:	<u>580 483 1184</u>	<u>972-352-7448</u>	<u>580-595-1973</u>	<u>X</u>
Term Expiration:	<u>June 30, 20</u>	<u>June 30, 20</u>	<u>June 30, 20</u>	<u>X</u>

Describe how the organization officers are appointed or elected Booster meeting with regular membership vote

Are dues or fees required to be a member of the organization: X Yes No

Explain what amount and what the fees and dues cover \$5.00 fee for medals and awards for end of year and other costs pass arise

Circle One: PTA Booster

Describe Purpose and Goals of the Organization Support the band director's needs. to provide what is needed for children in the band.

Estimated List of Material / Monetary Contributions \$1,000 awards donations

Estimated List of Expenses \$800 for end of year awards + medals

Principal's Recommendation: Approved Denied

Signature of Principal [Signature] Date 11/19/19

Signature of Organization's Officer Tamara Mooney Date 11/19/19

Please attach a copy of the Organization's Standing Rules, By-Laws, Financial Responsibility, Training Verification, Audit Procedure Check List & Audit Report to this Application and submit to Principal.

☒ PROBATION [Signature] / 11-25-19
Finance Dept. Initial _____ Date _____

Kathy Bentley / 12/9/19
Signature of Clerk of the Board _____ Date _____

☒ APPROVED [Signature] / 1-8-2020
Finance Dept. Initial _____ Date _____

Signature of Clerk of the Board _____ Date _____

☐ DENIED _____ / _____
Finance Dept. Initial _____ Date _____

Signature of Clerk of the Board _____ Date _____

WHITE: Finance Office
YELLOW: Organization
PINK: Principal

Reapplication for sanctioning is required annually

APPLICATION FOR SANCTIONING OF PARENT ORGANIZATIONS AND BOOSTER CLUBS

Organization Name Lawton Eastside Softball Parents Association EIN # 47-3959099

Organization's Bank Name Arvest Bank Bank Account # 31303433

Faculty Sponsor's Name Lauren Renneker Phone: (580) 591-3581 E-mail: lauren.renneker@lawtontps.org

Officer's Name	PRESIDENT	VICE PRESIDENT	TREASURER	SECRETARY
Name (Print):	<u>REGGIE FISHER</u>	<u>Angela Christian</u>	<u>Mike Monroe</u>	<u>Leslie Nichols</u>
Address:	<u>2816 NE Heritage Drive</u>	<u>4813 NE Columbia Ave</u>	<u>1801 NE 38th St.</u>	<u>123 NE Fullerton St</u>
Phone:	<u>(580) 647-4319</u>	<u>(580) 512-0149</u>	<u>(800) 561-5229</u>	<u>(580) 284-7362</u>
Term Expiration:	<u>12/2020</u>	<u>12/2020</u>	<u>12/2021</u>	<u>12/2021</u>

Describe how the organization officers are appointed or elected Elected by majority vote of the general membership.

Are dues or fees required to be a member of the organization: ☒ Yes ☐ No

Explain what amount and what the fees and dues cover \$20 per family per year

Circle One: PTA / ☒ Booster

Describe Purpose and Goals of the Organization To promote and support girls softball

Estimated List of Material / Monetary Contributions Concessions & goods: ~\$700, General Fundraiser ~\$500, Sign Sales: ~\$1000

Estimated List of Expenses SE night: ~\$500, Summer League fee: ~\$250, Team supplies: ~\$400, Field maintenance/repair: ~\$500

Principal's Recommendation: Approved ☒ Denied ☐

Signature of Principal Lauren Renneker Date 1/8/20

Signature of Organization's Officer Reggie Fisher Date 1/8/2020

Please attach a copy of the Organization's Standing Rules, By-Laws, Financial Responsibility, Training Verification, Audit Procedure Check List & Audit Report to this Application and submit to Principal.

☒ **PROBATION** CFF, 1-8-2020

Finance Dept. Initial _____ Date _____

Signature of Clerk of the Board _____ Date _____

☐ **APPROVED**

Finance Dept. Initial _____ Date _____

Signature of Clerk of the Board _____ Date _____

☐ **DENIED**

Finance Dept. Initial _____ Date _____

Signature of Clerk of the Board _____ Date _____

WHITE: Finance Office
YELLOW: Organization
PINK: Principal

Reapplication for sanctioning is required annually

AIA® Document G704™ – 2017

Certificate of Substantial Completion

PROJECT: <i>(name and address)</i> Lawton Public Schools -Whittier Saferoom Lawton, Oklahoma	CONTRACT INFORMATION: Contract For: General Construction Date: January 19, 2018	CERTIFICATE INFORMATION: Certificate Number: 001 Date: January 7, 2020
OWNER: <i>(name and address)</i> Lawton Public Schools 753 NW Ft. Sill Blvd. Lawton, Oklahoma 73507	ARCHITECT: <i>(name and address)</i> Architects in Partnership, LLC 3220 Marshall Avenue Norman, Oklahoma 73072	CONTRACTOR: <i>(name and address)</i> Crossland Construction Company 408 N.E. 145th Place Edmond, Oklahoma 73013

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

Entire project.

Architects in Partnership,
LLC

ARCHITECT *(Firm Name)*

SIGNATURE

Cory Miller, Senior Project
Manager/Associate

PRINTED NAME AND TITLE

December 18, 2019

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

Architectural punch list attached.

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within Thirty (30) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$262,408.29

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner is responsible for all security, maintenance, heat, utilities, damage to the Work and insurance for the Project.

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Crossland Construction
Company

CONTRACTOR *(Firm Name)*

Lawton Public Schools

OWNER *(Firm Name)*

SIGNATURE

SIGNATURE

Joshua Jacox,
Project Manager

PRINTED NAME AND TITLE

CARLA CLODFELTER, PRESIDENT

LAWTON BOARD OF EDUCATION

PRINTED NAME AND TITLE

7 January 2020

DATE

Jan 16, 2020

DATE

	A	B	C	D	E	F	G	H
1	Whittier Safe Room							
2								
3								
4	AIP Punch List December 13, 2019					ITEM COMPLETE		
5	ROOM NUMBER	NAME	DESCRIPTION	Responsibility	DATE GEN	G.C.	AIP	Owner
6	Exterior		Complete sidewalks	CM	12/13/19			
7			Remove project sign	CM	12/13/19			
8			Repair fence	CM	12/13/19			
9			Paint handrails and grates	CM	12/13/19			
10			Finish grading	CM	12/13/19			
11			Seal around louver jamb trim	CM	12/13/19			
12			Paint downspout boots	CM	12/13/19			
13			Splashblocks	CM	12/13/19			
14			Seal around condenser line penetrations	CM	12/13/19			
15			Drip caps over doors	CM	12/13/19			
16			Paint gas line	CM	12/13/19			
17			Secure grates	CM	12/13/19			
18			Raise existing housekeeping pad	CM	12/13/19			
19			Replace glow in the dark signs	CM	12/13/19			
20			Lower cleanout to grade	CM	12/13/19			
21			Clean up existing wall and provide walkway canopy	CM	12/13/19			
22								
23	Janitor		Seal perimeter of fixture	CM	12/13/19			
24			Caulk perimeter of grid and panel	CM	12/13/19			
25			Rubber base corners	CM	12/13/19			
26			Door closer	CM	12/13/19			
27								
28	Corridor		Clean paint	CM	12/13/19			
29			Bondo door frame anchors	CM	12/13/19			
30			Touch up grout	CM	12/13/19			
31			Complete drinking fountains	CM	12/13/19			
32			Replace glow in the dark signage	CM	12/13/19			
33			Complete door hardware	CM	12/13/19			
34								
35	Media Ctr		Clean up paint	CM	12/13/19			
36			Complete door hardware	CM	12/13/19			
37			Patch missing receptacle	CM	12/13/19			
38			Flush bolt strikes	CM	12/13/19			
39								

	A	B	C	D	E	F	G	H
1	Whittier Safe Room							
2								
3								
4	AIP Punch List December 13, 2019					ITEM COMPLETE		
5	ROOM NUMBER	NAME	DESCRIPTION	Responsibility	DATE GEN	G.C.	AIP	Owner
40	Restrooms	Typical	Clean tile	CM	12/13/19			
41			Toilet seat	CM	12/13/19			
42			Touch up grout	CM	12/13/19			
43								
44	General		Blinds	CM	12/13/19			
45			Caulk jamb of wood sill at mechanical closet	CM	12/13/19			
46			Seal gap in window jambs	CM	12/13/19			
47								
48	Storm Lvs	Typical	Ramp caulking and provide weep holes	CM	12/13/19			
49			Door gaskets	CM	12/13/19			
50			Paint HM doors	CM	12/13/19			
51								
52	SR1		Complete toilet stem	CM	12/13/19			
53			Clean paint	CM	12/13/19			
54			Remove louver paint masking	CM	12/13/19			
55								
56	SR2		Clean paint	CM	12/13/19			
57			Replace drawer body where lock misses box	CM	12/13/19			
58			Touch up wall in restroom	CM	12/13/19			
59			Window gaskets in bind	CM	12/13/19			
60			Missing screws in continuous hinge at window	CM	12/13/19			
61								
62	Roof		Clean up debris and adhesive	CM	12/13/19			
63			Provide manufacturer's final inspection report	CM	12/13/19			
64			EF-4 is noisy	CM	12/13/19			
65			Missing 2 vent flue caps	CM	12/13/19			



AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of _____ in the year Two
Thousand _____
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Board of Education, ISD #008
Lawton Public Schools
P.O. Box 1009
Lawton, Oklahoma 73502-1009

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

Architects in Partnership, LLC
3220 Marshall Avenue
Norman, Oklahoma 73072
Telephone Number: (405) 360-1300
Fax Number: (405) 360-1431

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

Lawton Public Schools – Multiple Reroofs

MacArthur High School Gym Foyer & Locker Rooms Membrane Roof
Pat Henry Membrane Roof & Metal Panel Coating
Woodland Hills 2005 Addition Membrane Roof
Food Service Warehouse Membrane Roof

Lawton, Oklahoma

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

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

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

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

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Lawton Public Schools
P.O. Box 1009
Lawton, Oklahoma 73502-1000

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Cory Miller, Senior Project Manager/Associate
Architects in Partnership, LLC
3220 Marshall Avenue
Norman, Oklahoma 73072
Telephone Number: (405) 360-1300
Fax Number: (405) 360-1431

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

.2 Mechanical Engineer:

.3 Electrical Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and Two Million Dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) combined single limit, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

Init.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the

Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the

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Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to

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Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

Detailed menu of designated services is attached as Exhibit "A"

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	

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Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

If the Owner desires any further information regarding the above items in Section 4.1, the Owner should request a description from the Architect; otherwise the general descriptions as defined by the AIA will dictate.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Monthly or Bi-monthly visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar

conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 6.8 After Owner's approval of the Design Development Documents under Section 3.3.3, the Architect shall, as an Additional Service, make any project program, scope, or quality change due to owner's request, except (1) necessitated under Section 6.5, Section 6.6.1, Section 6.6.4 and Section 6.6.5, (2) due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment, or errors or omissions by the Architect or Architect's Consultants. Depends on the extent of the change, Architect shall negotiate with the owner for the compensation of the additional services based on (1) a stipulated sum, or (2) percentage of the construction cost of the change, or (3) hourly charge not exceed rated as shown in 11.7.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established

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pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

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§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

To be Negotiated

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

20% of the amount paid for services performed prior to termination under Section 9.7

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

MacArthur HS Gym Foyer & Locker Rooms Membrane Roof	\$4,080
Pat Henry Membrane Roof & Metal Panel Coating	\$34,306
Woodland Hills 2005 Addition Membrane Roof	\$8,500
Food Service Warehouse Membrane Roof	\$10,426

Estimated Reimbursables:

MacArthur HS	\$1,000
Pat Henry Thermal Scan	\$2,300
Pat Henry	\$1,000
Woodland Hills 2005 Addition	\$1,000
Food Service Warehouse	\$1,000

.2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work under Section 3.3.4. or final Project Construction Cost, whichever is higher, see Exhibit "B"

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

- .1 Add 1% to Section 11.1 for Civil Engineer under Section 4.1.1.8
- .2 Add 15% to actual consultant cost for Landscape Design under Section 4.1.1.9
- .3 Any other additional services, stipulated sum or hourly with a not to exceed.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Stipulated sum or hourly with a not to exceed.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15%), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)

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Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	One Hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate
Principal Architect	One Hundred Seventy-Five Dollars/Hr. (\$175.00)
Associate Architect	One Hundred Sixty Dollars/Hr. (\$160.00)
Interior Designer	One Hundred Fifty Dollars/Hr. (\$150.00)
Project Manager	One Hundred Thirty-Five Dollars/Hr. (\$135.00)
Intern Architect	One Hundred Ten Dollars/Hr. (\$110.00)
Construction Administration	Ninety Dollars /Hr. (\$90.00)
CADD	Eighty Five Dollars/Hr. (\$85.00)
Administrative	Seventy Dollars/Hr. (\$70.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus point one five (.15) times the amount of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

Ten percent (10%) per annum.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

12.1 Failure to execute any particular clause, section or article by either party, does not negate any other provision or this contract as a whole.

12.2 Services of outside consultants not provided under Article 3, Architects Basic Services, shall be billed to the Owner as reimbursable expenses.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

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.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

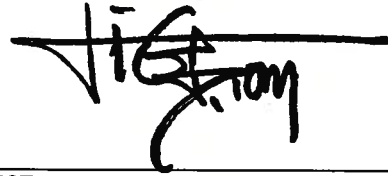
☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:

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

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



OWNER (Signature)

CARLA CLODFELTER, President
Lawton Public Schools Board of Education

(Printed name and title)

ARCHITECT (Signature)

Gang Li, Principal
Architects in Partnership, LLC

(Printed name, title, and license number, if required)

OWNER

(Signature)

Lawton Public Schools

(Printed name and title)

ARCHITECT

(Signature)

Matt Graves, Principal
Architects in Partnership, LLC

(Printed name and title)



EXHIBIT A

CONCEPTUAL PLANS

EXHIBIT B
MENU OF DESIGNATED SERVICES

A. PURPOSE.

This Menu of Services (hereinafter "Menu") is a checklist of professional services and functions as a guide to further describe those tasks to be performed by the Architect for this particular Project as set forth, in Article 4 of the attached Agreement. The Menu also introduces Pre-Design Phase services, Post Construction Phase Services, Supplemental services, and designates which services are deemed Basic Services or Additional Services for this Project.

The Menu is not intended in any way to alter, amend, change or supersede the terms of the Agreement Between Owner and Architect to which this Exhibit B is attached. In the event of any conflict between the Agreement Between Owner and Architect and this Exhibit B, the Agreement Between Owner and Architect shall control.

B. DESIGNATIONS.

The following notations are applicable for each Menu item:

- B:** Basic Services
- A:** Additional Services
- X:** Not Required/Not Applicable

Those Menu items which have traditionally been designated as Basic Services have been "pre-designated" below by inserting a "B" in the check list.

C. PREDESIGN PHASE I

In the **Predesign Phase** the Architect will provide the following services to assist the Owner in establishing the program, financial and time requirements, and limitations for the project.

1. Project Administration services consisting of predesign administrative functions including:

B	Initial consultation in development of the Project.
B	Preparation of compensation estimates and professional services agreement(s).
B	Project-related research.
B	Conferences.
B	Communications and progress reports.
B	Travel time.
2. Owner-supplied Data Coordination services consisting of predesign activities including:

B	Review and coordination of data furnished for the Project as a responsibility of the Owner.

B	Assistance to Owner in obtaining existing drawings and related data.
B	Assistance to Owner in obtaining soils investigation services.
B	Assistance to Owner in obtaining topographic survey(s).
B	Assistance to Owner in obtaining Environmental Assessment.

3. Facility Needs Study for each building and site in the School Campus consisting of:

B	Inspection and evaluation to identify and recommend major renovation and additional space needs for each.
B	Estimate of construction costs.
B	Estimate of Furniture and Equipment costs.
B	Consultation with and recommendation for selection of projects to be included in the bond issue application.

4. Programming services required to establish the following detailed requirements for the Project:

B	Design objectives, limitations and criteria.	
B	Space requirements.	
B	Space relations.	
X	Number and functional responsibilities of personnel.	By Owner
B	Flexibility and expansibility.	
X	Special equipment and systems.	By Owner
B	Site requirements.	

5. Space Schematics/Flow Diagrams services consisting of diagrammatic studies and pertinent descriptive text for:

B	Internal functions.	
X	Human and vehicular flow patterns.	
B	General space allocations.	
X	Special facilities and equipment.	By Owner
B	Flexibility and expansibility.	

6. Existing Facilities Surveys services consisting of researching, assembling and reviewing information for Projects involving alterations and additions to existing facilities or determining new space usage in conjunction with a new building program and including:

B	Photography or videography
B	Field measurements and review of existing drawings.
B	Analysis of existing architectural elements.
B	Analysis of existing structural capabilities.
B	Analysis of existing mechanical capabilities.
B	Analysis of existing electrical capabilities.

7. Project Budgeting services relating to development of a Predesign Phase Estimate of Construction Cost(s) based on programming studies.

B	Estimates, by project/facility, of Construction Cost.	By
B	Establishment of Contingency Budget.	

8. Bond Issue Application services related

B	Coordination and consultation with Owner, Bonding Attorney and Financial Consultant necessary for compilation and preparation of:
B	Summary of Estimated Costs for all Construction Projects Proposed.
B	Summary-Existing and Proposed School Plant form.
X	Project Cost Calculation form.
B	Estimated Size and Cost of Proposed Construction Project forms with necessary attachments for each facility included in the Project.
X	Site Acquisition and Development form.
X	Certifications of forms prepared by Architect.
B	Attendance with Owner at all meetings directly related to this Project.

9. Presentation services consisting of presentations of Predesign Phase analyses and recommendations by the Architect/Engineer to the following Owner representatives:

B	Board/Administration/Staff
B	Citizens committee(s).

D. SCHEMATIC DESIGN PHASE

In the **Schematic Design Phase**, the Architect will provide the following services necessary to prepare Schematic Design Documents consisting of drawings and other documents illustrating the general scope, scale and relationship of project components for approval by the Owner. Design will be conceptual in character based on the program and requirements developed under the Pre-Design Phase of the project and approved by the Owner.

1. Project Administration services consisting of schematic design administrative functions including:

B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. Disciplines Coordination/Document Checking services consisting of schematic design activities for:

B	Coordination between the architectural/engineering work of other involved disciplines for the Project.
B	Review and checking of documents prepared for the Project.

3. Agency Consulting/Review/Approval services consisting of schematic design activities including:

B	Agency consultations.

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B	Research and/or review of critical applicable regulations.
B	Assistance in the preparation of written and graphic explanatory materials.
B	Appearances on Owner's behalf at agency and Owner meetings.

4. Owner supplied Data Coordination services consisting of schematic design activities including:

B	Review and coordination of data furnished for the Project as a responsibility of the Owner.
B	Assistance in establishing criteria.
B	Assistance in obtaining data.

5. Architectural Design/Documentation services responding to program requirements and consisting of preparation of:

B	Conceptual site and building plans.
B	Preliminary building elevations.
B	Preliminary selection of building systems and materials.
B	Development of approximate dimensions, areas and volumes.
B	Perspective sketch(es).

6. Structural Design/Documentation services consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:

B	A proposed structural system.

7. Mechanical Design/Documentation services consisting of consideration of materials, systems and equipment and development of conceptual design solutions for:

B	Energy source(s).
B	Energy conservation.
B	Heating and ventilating.
B	Air conditioning.
B	Plumbing.
B	Fire protection.

8. Electrical Design/Documentation consisting of consideration of systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual design solutions for:

B	Power service and distribution.	
B	Lighting.	
X	Telephones.	By Owner
B	Fire detection and alarms.	
X	Security systems.	
X	Electronic communications.	By Owner
X	Special electrical systems.	
B	Technology infrastructure coordination.	

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9. Civil Design/Documentation consisting of consideration of materials, systems and development of conceptual design solutions for:

A	On-site utility systems.
A	Fire protection systems.
A	Drainage systems.
A	Paving/site improvements.

10. Interior planning services based on functional relationships, consideration of materials, systems and equipment and development of conceptual design solutions to establish furniture and equipment locations, etc.

B	Furniture, furnishings and loose equipment layouts.

11. Materials Specifications consisting of:

B	Identification of potential architectural materials systems and equipment.
B	Coordination of similar work by other disciplines.

12. Statement of Estimated Construction Cost services consisting of development of an estimated construction cost range for each Project based on the most recent schematic design studies.

B	Estimates, by project, of Construction Cost.	By CM
B	Establishment of project Contingency Fund.	

13. Presentations services consisting of presentations of Schematic Design Documents by the Architect/Engineer to the following Owner representatives.

B	Board/Administration/Staff
B	Citizen committee(s).

E. DESIGN DEVELOPMENT PHASE

In the Design Development Phase, the Architect will provide the following services necessary to prepare, from the approved Schematic Design Documents, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire project, including architectural, structural, civil, mechanical and electrical systems, materials, equipment and such other elements as may be appropriate for the approval by the Owner.

1. Project Administration services consisting of design development administrative functions including:

B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. Disciplines Coordination/Document Checking services consisting of design development activities for:

B	Coordination between the architectural/engineering work and the work of other involved disciplines of the Project.
B	Review and checking of documents prepared for the Project.

Init.

3. Agency Consulting/Review/Approval services consisting of design development activities including:
- | | |
|----------|---|
| B | Agency consultations. |
| B | Research and/or review of critical applicable regulations. |
| B | Assistance in the preparation of written and graphic explanatory materials. |
| B | Appearances on Owner's behalf at agency and Owner meetings. |
4. Owner supplied Data Coordination services consisting of design development activities including:
- | | |
|----------|---|
| B | Review and coordination of data furnished for the Project as a responsibility of the Owner. |
| B | Assistance in obtaining data. |
5. Architectural Design services consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:
- | | |
|----------|---------------------------------|
| B | Plans, sections and elevations. |
| B | Materials selection. |
| B | Three dimensional sketches. |
| B | Equipment layouts. |
| B | Typical construction details. |
| X | Study model(s). |
6. Structural Design services consisting of continued development of structural system(s) and Schematic Design Documents in sufficient detail to establish:
- | | |
|----------|--|
| B | Basic structural system and dimensions. |
| B | Structural design criteria. |
| B | Foundation design criteria. |
| B | Preliminary sizing of major structural components. |
| B | Critical coordination clearances. |
7. Mechanical Design services consisting of continued development and expansion of mechanical Schematic Design Documents and development of outline Specifications to establish:
- | | |
|----------|---|
| B | Approximate equipment sizes and capacities. |
| B | Preliminary equipment layouts. |
| B | Required space for equipment. |
| B | Required chases and clearance. |
8. Electrical Design services consisting of continued development and expansion of electrical Schematic Design Documents and development of outline Specifications to establish:
- | | |
|----------|---|
| B | Criteria for lighting, electrical and communications systems. |
| B | Approximate sizes and capacities of major components. |
| B | Preliminary equipment layouts. |

B	Required space for equipment.
B	Required chases and clearances.

9. **Civil Design services**

A	Continued development and expansion of civil Schematic Design Documents to establish the final scope and preliminary details for on-site civil engineering work.

10. **Materials Specifications services consisting of activities by architectural personnel in:**

B	Presentation for Owner's approval of proposed General and Supplementary Conditions of the Contract for Construction.
B	Development of architectural outline Specifications and brief form identification of significant architectural materials, systems and equipment.
B	Coordination of similar activities of other disciplines.
B	Production of design manual including design criteria and outline Specifications or materials list.

11. **Statement of Estimated Construction Cost services consisting of updating and refining the Schematic Design Phase Statement of Construction Cost of the Project.**

B	Estimates, by Project, of Construction Cost.	By CM
B	Establishment of project Contingency Fund.	

12. **Presentations services consisting of presentations of Design Development Drawings and other documents by the Architect/Engineer to the following Owner representatives:**

B	Boards/Administration/Staff
B	Citizen committee(s).

F. CONSTRUCTION DOCUMENTS PHASE

In the **Construction Documents Phase**, the Architect will provide the following services necessary to prepare from the approved Design Development Documents, for approval by the Owner, Construction Documents consisting of Drawings, Specifications and other documents setting forth in detail the requirements for construction of the Project, and bidding and contracting for the construction of the Project.

1. **Project Administration services consisting of construction documents administrative functions including:**

B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. **Disciplines Coordination/Document Checking services consisting of construction documents activities for:**

B	Coordination between the architectural/engineering work and the work of Consultants and other involved disciplines for the Project.
B	Review and checking of documents prepared for the Project.
B	Coordination with Owner's asbestos/hazardous material abatement Consultant.

Init.

3. Agency Consulting/Review/Approval services relating to applicable laws, statutes, regulations and codes of regulating entities and consisting of Construction Documents Phase activities for:

B	Agency consultations.
B	Research of applicable regulations.
B	Appearances on Owner's behalf at agency and Owner meetings.

4. Owner supplied Data Coordination services consisting of activities relating to the construction documents including:

B	Review and coordination of data furnished for the Project as a responsibility of the Owner.
B	Assistance in establishing criteria.
B	Assistance in obtaining data.

5. Architectural/Engineering/Design services

B	Preparation of Drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the Project.

6. Structural Design services

B	Preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the structural construction requirements for the Project.

7. Mechanical Design services

B	Preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the mechanical construction requirements for the Project.

8. Electrical Design services

B	Preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the electrical construction requirements for the Project.

9. Civil Design services

A	Preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the civil construction requirements for the Project.

10. Materials Specifications consisting of activities of architectural personnel in:

B	Development and preparation of architectural Specifications describing materials, system and equipment, workmanship, quality and performance criteria required for the construction of the Project.	By CM
B	Coordination of the development of Specifications by other disciplines.	
B	Assistance to the Owner in development and preparation of Bidding Documents which describe the time, place and conditions of bidding, bidding forms, and the form(s) of Agreement between the Owner and Contractor(s).	
B	Assistance to the Owner in development and preparation of the Conditions of the Contract (General, Supplementary, and other Conditions).	

B	Compilation of Project Manual including Conditions of the Contract, Bidding Documents and Specifications.

11. Special Bidding Documents/Scheduling services consisting of:

B	Preparation and coordination of Drawings and Specifications for obtaining bids or prices on alternate subdivisions of the Work.
B	Preparation and coordination of Drawings and Specifications for obtaining alternate bids or prices on changes in the scope of the Work.
B	Preparation and coordination of Drawings, Specifications, and Bidding Documents for multiple prime contracts for subdivisions of the Work.
B	Review and update of established schedules for the Project.

These services are to be utilized at the discretion of the Architect for benefit of the Owner or at the Owner's reasonable request, and do not represent services provided by a Construction Manager.

12. Statement of Estimated Construction Cost services consisting of advising the Owner of any adjustments to, and, when the Construction Documents are approximately 90% complete, updating the Design Development Phase Statement of Construction Cost of the Project.

B	Final estimates, by Project, of Construction Cost.	By CM
B	Establishment of project Contingency Fund.	

13. Presentations services consisting of Construction Documents and other graphic displays by the Architect/Engineer to the following:

B	Boards/Administration/Staff
B	Citizen committee(s).

G. BIDDING OR NEGOTIATION PHASE

In the **Bidding or Negotiation Phase** the Architect will provide the following basic services necessary to assist the Owner in obtaining competitive bids and in awarding and preparing contracts for construction based on the Owner's approval of the final Construction Documents and most recent Statement of Estimated Construction Costs.

1. Project Administration services consisting of bidding or negotiation administrative functions including:

B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. Bidding Materials services consisting of organizing and handling Bidding Documents for:

B	Coordination.	By CM
B	Reproduction.	
B	Distribution and distribution records.	

3. **Addenda services**

B	Preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedure.	
4. **Bidding/Negotiations services consisting of:**

B	Assistance to Owner in establishing list of Bidders.	By CM
B	Assistance to Owner in preparation/release of Advertisement for Bids.	
B	Participation in pre-bid conferences.	
B	Responses to questions from Bidders or proposers and clarifications or interpretations of the Bidding Documents.	
B	Attendance at bid opening(s).	
B	Documentation and distribution of bidding results to Owner.	By CM
5. **Analysis of Alternates/Substitutions services**

B	Consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior or subsequent to receipt of Bids or proposals.
6. **Bid Evaluation services consisting of:**

B	Assistance in receipt of Bids or proposals.	By CM
B	Participation in reviews of Bids or proposals.	
B	Evaluation of Bids or proposals and report to Owner of findings.	By CM
B	Participation in negotiations prior to or following decisions on award of the Contract(s) for construction.	
7. **Construction Contract Agreements services consisting of:**

B	Assistance in the notification of Contract award(s).	By CM
B	Assistance in preparation of construction contract Agreement forms for approval by Owner.	
B	Preparation and distribution of sets of Contract Documents for execution by parties to the Contract(s).	
X	Receipt, distribution and processing, for Owner's approval of required certificates of insurance, bonds and similar documents.	
B	Preparation and distribution of Contractor(s), on behalf of the Owner, of notice(s) to proceed with the Work.	

H. CONSTRUCTION CONTRACT ADMINISTRATION PHASE

In the **Construction Contract Administration Phase**, the Architect will provide the following basic services necessary for the administration of the construction contract as set forth in the General Conditions of the Contract for Construction and on-site project representation to inspect the construction process on behalf of the Owner.

1. **Project Administration services consisting of construction contract administrative functions including:**

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User Notes:

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B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.
B	Coordination of multiple-prime construction contracts.

2. Office Construction Administration services consisting of:

B	Processing of submittals, including receipt from CM, review of and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.
B	Distribution of submittals to Architect/Engineer's representative as required.
B	Maintenance of master file of submittals.
B	Related communications.

3. The provision of Periodic or Continuous Project Representation in the field shall be as determined by the Owner and the terms and conditions of the Agreement between Owner and Architect for each specific project.

X	Continuous Project Representative(s).
X	Periodic Project Representative(s).

4. Coordination services relating to independent inspection and testing agencies, consisting of:

B	Administration of field testing required by the Contract Documents.	
B	Arranging for and coordination of testing and inspection on Owner's behalf.	
B	Review of reports on inspections and tests and notifications to Owner and Contractor(s) of observed deficiencies in the Work.	

5. Supplemental Documents services consisting of:

B	Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by Contractor(s) or the Owner and as required by construction conditions of the work.
B	Forwarding Owner's instructions and providing guidance to the Contractor(s) on the Owner's behalf relative to changed requirements and schedule revisions.
B	Assistance to the Owner in the selection and preparation of a Color and Material Finish Schedule for the Project.

6. Quotation Requests/Change Orders services consisting of:

B	Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified.
B	Review of proposals from Contractor(s) for reasonableness of quantities and costs of labor and materials.
B	Review and recommendations relative to changes in time for Substantial Completion.
B	Negotiations with Contractor(s) on Owner's behalf relative to costs of Work proposed to be

Init.

	added, deleted or modified.
B	Assisting in the preparation of appropriate Modifications of the Contract(s) for Construction.
B	Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work.

7. **Project Schedule Monitoring services**

B	Monitoring the progress of the Contractor(s) relative to established schedules and making status reports to Owner.	By CM

8. **Construction Cost Accounting services consisting of:**

B	Maintenance of records of payments on account of the Construction Contract Sum(s) and all changes thereto.
B	Evaluation of Applications for Payment and certification thereof to include waivers of lien and release from the surety company as applicable.
B	Review and evaluation of expense data submitted by the Contractor(s) for Work performed under cost-plus-fee arrangements.

9. **Project Closeout services initiated upon notice from the Contractor(s) that the Work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:**

B	A field visit with the Owner's representative to check conformity of the Work to the Contract Documents to the list submitted by the Contractor(s) of items to be completed or corrected.
B	Issuance of Certificate(s) of Substantial Completion.
B	Recommendations of the amount(s) to be withheld until final completion.
B	Securing and receipt of consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment(s).
B	Field inspection(s) upon notice by the Contractor(s) that the Work is ready for final inspection and acceptance.
B	Notification to Owner and Contractor(s) of deficiencies found in follow-up inspection(s), if any.
B	Field inspection(s) with the Owner's representative to verify final completion of the Work.
B	Receipt and transmittal to the Owner of the guarantees, warranties, affidavits, receipts, releases and waivers of lien or bonds indemnifying the Owner against liens.
B	Issuance of final Certificate(s) for Payment.

I. POST CONSTRUCTION PHASE

In the **Post Construction Phase**, the Architect will provide the following services necessary to assist the Owner in the use and occupancy of the facility on a Project-by-Project basis.

1. **Project Administration services consisting of post construction administrative functions including:**

B	Consultation
X	Conferences

X	Communications and progress reports.
B	Travel time.

2. **Maintenance and Operational Programming services consisting of:**

X	Assistance in the establishment by the Owner of in-house or contract program(s) of operation and maintenance of the physical plant and equipment.
X	Assistance in arranging for and coordinating instructions on operations and maintenance on equipment in conjunction with manufacturer's representatives.
X	Assistance in the preparation of operations and maintenance manual(s) for the Owner's use.

3. **Start-Up Assistance services consisting of:**

X	On-site observation and assistance in the operation of building systems during initial occupancy.
B	Assistance and coordination of remedial work by the Contractor(s) after final completion

4. **Record Drawings services consisting of:**

B	Making arrangements for obtaining from Contractor(s) information certified by them on all changes made during construction from the initial Contract Documents and on the location of concealed systems as installed during construction.
B	Transmittal of record drawings to the Owner.

5. **Post Construction Evaluation services consisting of an on-site visit to the project nine months after completion of construction for:**

B	Warranty items in defect.
B	Defective work and/or materials under contract requirements.
B	Incomplete work by the Contractor under contract requirements.
B	Report to Contractor of the defective Work and/or material to be corrected.

J. SUPPLEMENTAL SERVICES

In addition to the Basic Services provided by the Architect, the following **Supplemental Services** are provided and/or arranged by the Architect as required when requested and approved by the Owner.

These Supplemental Services may be provided during a single phase of the Basic Services or during several phases of the project as directed by the Owner.

1. **Special Studies services consisting of investigation, research and analysis of the Owner's special requirements for the Project and documentation of findings, conclusions and recommendations for:**

X	Master planning to provide design services relative to future facilities, systems and equipment not intended to be constructed as part of this Project.
X	Feasibility studies consisting of investigation, research, studies, analysis and final reporting on proposed Projects or other purposes.

2. **Model Construction services consisting of preparation of:**

Init.

X	Large scale block model(s) of structure(s) designed for the Project.
X	Large scale detailed model(s) of structure(s) designed for the Project showing both interior and exterior design.

3. Life Cycle Cost Analysis services consisting of assessment, on the basis of established relevant economic consequences over a given period of time, of:

X	A given planning and design solution for the Project.
X	Alternative planning and design solutions for the Project.
X	Selected systems, subsystems or building components proposed for the Project.

4. Renderings services related to providing graphic pictorial representations of the proposed Project consisting of:

X	Black and white elevation view(s).
X	Black and white perspective view(s).
X	Elevation view(s) in color.
X	Perspective view(s) in photo realistic rendering.

5. Specialized Promotions/Public Relations services relating to presentations to the public or identified groups consisting of:

B	Preparation of special brochures and/or promotional pieces.
B	Assistance in production and distribution of promotional materials.
B	Presentations at public relations and/or promotional meetings.

6. Special Disciplines Consultation services consisting of retaining, directing and coordinating the work of special disciplines Consultants whose specialized training, experience or knowledge relative to specific elements and features of the Project are requested and approved by the Owner.

X	Acoustics.
X	Audio-Visual.
X	Communications.
X	Educational Technology System Design.
X	Landscape Architecture.
X	Traffic/Parking.

7. Value Analysis services

B	Reviewing during design phases of the cost, quality and time influences of proposed building materials, systems and construction methods relative to design objectives in order to identify options for obtaining optimum value for the Owner.

8. Quantity Survey services

X	Detailed determination of the quantities of materials to be used in the Project to establish the basis for price determination by bidding or negotiations.

9. Energy Study and building energy efficiency analysis services consisting of special analyses of mechanical, electrical systems, fuel costs, on-site energy generation and energy conservation options for the Owner's information or use.

Init.

X	Construction Phase
X	Post-Construction Phase

10. Special furniture or furnishings design services related to Architect-designed special furniture, furnishings and/or equipment incorporated into the Project and consisting of:

X	Design and documentation.
X	Specifications or standards.
X	Management of procurement.
X	Coordination of installation.
X	Purchase on the Owner's behalf.

11. Serving as witness for the Owner in a public hearing, arbitration proceeding, administrative law proceeding, or legal proceeding.

B	During Project phases
X	Post-Construction phase

-----End of Exhibit B-----

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of _____ in the year Two Thousand Twenty
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Board of Education, ISD #008
Lawton Public Schools
P.O. Box 1009
Lawton, Oklahoma 73502-1009

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

Architects in Partnership, LLC
3220 Marshall Avenue
Norman, Oklahoma 73072
Telephone Number: (405) 360-1300
Fax Number: (405) 360-1431

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

Lawton Public Schools – Ron Stephens Stadium Wall Repair
Lawton, Oklahoma

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

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

.1 Design phase milestone dates, if any:

Init.

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.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

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

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Lawton Public Schools
P.O. Box 1009
Lawton, Oklahoma 73502-1000

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Init.

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

Surveyor:

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Cory Miller, Senior Project Manager/Associate
Architects in Partnership, LLC
3220 Marshall Avenue
Norman, Oklahoma 73072
Telephone Number: (405) 360-1300
Fax Number: (405) 360-1431

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

.2 Mechanical Engineer:

.3 Electrical Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:

Init.

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and Two Million Dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) combined single limit, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

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§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the

Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the

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Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to

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Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

Detailed menu of designated services is attached as Exhibit "A"

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	

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Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

If the Owner desires any further information regarding the above items in Section 4.1, the Owner should request a description from the Architect; otherwise the general descriptions as defined by the AIA will dictate.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1** Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2** Monthly or Bi-monthly visits to the site by the Architect during construction
- .3** Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4** Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar

conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 6.8 After Owner's approval of the Design Development Documents under Section 3.3.3, the Architect shall, as an Additional Service, make any project program, scope, or quality change due to owner's request, except (1) necessitated under Section 6.5, Section 6.6.1, Section 6.6.4 and Section 6.6.5, (2) due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment, or errors or omissions by the Architect or Architect's Consultants. Depends on the extent of the change, Architect shall negotiate with the owner for the compensation of the additional services based on (1) a stipulated sum, or (2) percentage of the construction cost of the change, or (3) hourly charge not exceed rated as shown in 11.7.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established

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pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

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§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

To be Negotiated

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

20% of the amount paid for services performed prior to termination under Section 9.7

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

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ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

Twenty-One Thousand Dollars (\$21,000.00)

- .2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work under Section 3.3.4. or final Project Construction Cost, whichever is higher, see Exhibit "B"

- .3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

- .1 Add 1% to Section 11.1 for Civil Engineer under Section 4.1.1.8
.2 Add 15% to actual consultant cost for Landscape Design under Section 4.1.1.9
.3 Any other additional services, stipulated sum or hourly with a not to exceed.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Stipulated sum or hourly with a not to exceed.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	One Hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent

budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate
Principal Architect	One Hundred Seventy-Five Dollars/Hr. (\$175.00)
Associate Architect	One Hundred Sixty Dollars/Hr. (\$160.00)
Interior Designer	One Hundred Fifty Dollars/Hr. (\$150.00)
Project Manager	One Hundred Thirty-Five Dollars/Hr. (\$135.00)
Intern Architect	One Hundred Ten Dollars/Hr. (\$110.00)
Construction Administration	Ninety Dollars /Hr. (\$90.00)
CADD	Eighty Five Dollars/Hr. (\$85.00)
Administrative	Seventy Dollars/Hr. (\$70.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus point one five (.15) times the amount of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

Ten percent (10%) per annum.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

12.1 Failure to execute any particular clause, section or article by either party, does not negate any other provision or this contract as a whole.

12.2 Services of outside consultants not provided under Article 3, Architects Basic Services, shall be billed to the Owner as reimbursable expenses.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204-2017 incorporated into this agreement.)

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[] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

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

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

OWNER (Signature)

CARLA CLOBFELTER, President
Lawton Public Schools Board of Education
(Printed name and title)

ARCHITECT (Signature)

Gang Li, Principal
Architects in Partnership, LLC
(Printed name, title, and license number, if required)

OWNER

(Signature)

Lawton Public Schools
(Printed name and title)

ARCHITECT

(Signature)

Matt Graves, Principal
Architects in Partnership, LLC
(Printed name and title)

EXHIBIT A

CONCEPTUAL PLANS

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EXHIBIT B
MENU OF DESIGNATED SERVICES

A. PURPOSE.

This Menu of Services (hereinafter "Menu") is a checklist of professional services and functions as a guide to further describe those tasks to be performed by the Architect for this particular Project as set forth, in Article 4 of the attached Agreement. The Menu also introduces Pre-Design Phase services, Post Construction Phase Services, Supplemental services, and designates which services are deemed Basic Services or Additional Services for this Project.

The Menu is not intended in any way to alter, amend, change or supersede the terms of the Agreement Between Owner and Architect to which this Exhibit B is attached. In the event of any conflict between the Agreement Between Owner and Architect and this Exhibit B, the Agreement Between Owner and Architect shall control.

B. DESIGNATIONS.

The following notations are applicable for each Menu item:

- B:** Basic Services
A: Additional Services
X: Not Required/Not Applicable

Those Menu items which have traditionally been designated as Basic Services have been "pre-designated" below by inserting a "B" in the check list.

C. PREDESIGN PHASE I

In the **Predesign Phase** the Architect will provide the following services to assist the Owner in establishing the program, financial and time requirements, and limitations for the project.

1. Project Administration services consisting of predesign administrative functions including:

B	Initial consultation in development of the Project.
B	Preparation of compensation estimates and professional services agreement(s).
B	Project-related research.
B	Conferences.
B	Communications and progress reports.
B	Travel time.
2. Owner-supplied Data Coordination services consisting of predesign activities including:

B	Review and coordination of data furnished for the Project as a responsibility of the Owner.

Init.

B	Assistance to Owner in obtaining existing drawings and related data.
B	Assistance to Owner in obtaining soils investigation services.
B	Assistance to Owner in obtaining topographic survey(s).
B	Assistance to Owner in obtaining Environmental Assessment.

3. Facility Needs Study for each building and site in the School Campus consisting of:

B	Inspection and evaluation to identify and recommend major renovation and additional space needs for each.
B	Estimate of construction costs.
B	Estimate of Furniture and Equipment costs.
B	Consultation with and recommendation for selection of projects to be included in the bond issue application.

4. Programming services required to establish the following detailed requirements for the Project:

B	Design objectives, limitations and criteria.	
B	Space requirements.	
B	Space relations.	
X	Number and functional responsibilities of personnel.	By Owner
B	Flexibility and expansibility.	
X	Special equipment and systems.	By Owner
B	Site requirements.	

5. Space Schematics/Flow Diagrams services consisting of diagrammatic studies and pertinent descriptive text for:

B	Internal functions.	
X	Human and vehicular flow patterns.	
B	General space allocations.	
X	Special facilities and equipment.	By Owner
B	Flexibility and expansibility.	

6. Existing Facilities Surveys services consisting of researching, assembling and reviewing information for Projects involving alterations and additions to existing facilities or determining new space usage in conjunction with a new building program and including:

B	Photography or videography
B	Field measurements and review of existing drawings.
B	Analysis of existing architectural elements.
B	Analysis of existing structural capabilities.
B	Analysis of existing mechanical capabilities.
B	Analysis of existing electrical capabilities.

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7. Project Budgeting services relating to development of a Predesign Phase Estimate of Construction Cost(s) based on programming studies.

B	Estimates, by project/facility, of Construction Cost.	By
B	Establishment of Contingency Budget.	

8. Bond Issue Application services related

B	Coordination and consultation with Owner, Bonding Attorney and Financial Consultant necessary for compilation and preparation of:
B	Summary of Estimated Costs for all Construction Projects Proposed.
B	Summary-Existing and Proposed School Plant form.
X	Project Cost Calculation form.
B	Estimated Size and Cost of Proposed Construction Project forms with necessary attachments for each facility included in the Project.
X	Site Acquisition and Development form.
X	Certifications of forms prepared by Architect.
B	Attendance with Owner at all meetings directly related to this Project.

9. Presentation services consisting of presentations of Predesign Phase analyses and recommendations by the Architect/Engineer to the following Owner representatives:

B	Board/Administration/Staff
B	Citizens committee(s).

D. SCHEMATIC DESIGN PHASE

In the **Schematic Design Phase**, the Architect will provide the following services necessary to prepare Schematic Design Documents consisting of drawings and other documents illustrating the general scope, scale and relationship of project components for approval by the Owner. Design will be conceptual in character based on the program and requirements developed under the Pre-Design Phase of the project and approved by the Owner.

1. Project Administration services consisting of schematic design administrative functions including:

B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. Disciplines Coordination/Document Checking services consisting of schematic design activities for:

B	Coordination between the architectural/engineering work of other involved disciplines for the Project.
B	Review and checking of documents prepared for the Project.

3. Agency Consulting/Review/Approval services consisting of schematic design activities including:

B	Agency consultations.

Init.

B	Research and/or review of critical applicable regulations.
B	Assistance in the preparation of written and graphic explanatory materials.
B	Appearances on Owner's behalf at agency and Owner meetings.

4. Owner supplied Data Coordination services consisting of schematic design activities including:

B	Review and coordination of data furnished for the Project as a responsibility of the Owner.
B	Assistance in establishing criteria.
B	Assistance in obtaining data.

5. Architectural Design/Documentation services responding to program requirements and consisting of preparation of:

B	Conceptual site and building plans.
B	Preliminary building elevations.
B	Preliminary selection of building systems and materials.
B	Development of approximate dimensions, areas and volumes.
B	Perspective sketch(es).

6. Structural Design/Documentation services consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:

B	A proposed structural system.

7. Mechanical Design/Documentation services consisting of consideration of materials, systems and equipment and development of conceptual design solutions for:

B	Energy source(s).
B	Energy conservation.
B	Heating and ventilating.
B	Air conditioning.
B	Plumbing.
B	Fire protection.

8. Electrical Design/Documentation consisting of consideration of systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual design solutions for:

B	Power service and distribution.	
B	Lighting.	
X	Telephones.	By Owner
B	Fire detection and alarms.	
X	Security systems.	By Owner
X	Electronic communications.	
X	Special electrical systems.	
B	Technology infrastructure coordination.	

9. Civil Design/Documentation consisting of consideration of materials, systems and development of conceptual design solutions for:

A	On-site utility systems.
A	Fire protection systems.
A	Drainage systems.
A	Paving/site improvements.

10. Interior planning services based on functional relationships, consideration of materials, systems and equipment and development of conceptual design solutions to establish furniture and equipment locations, etc.

B	Furniture, furnishings and loose equipment layouts.

11. Materials Specifications consisting of:

B	Identification of potential architectural materials systems and equipment.
B	Coordination of similar work by other disciplines.

12. Statement of Estimated Construction Cost services consisting of development of an estimated construction cost range for each Project based on the most recent schematic design studies.

B	Estimates, by project, of Construction Cost.	By CM
B	Establishment of project Contingency Fund.	

13. Presentations services consisting of presentations of Schematic Design Documents by the Architect/Engineer to the following Owner representatives.

B	Board/Administration/Staff
B	Citizen committee(s).

E. DESIGN DEVELOPMENT PHASE

In the Design Development Phase, the Architect will provide the following services necessary to prepare, from the approved Schematic Design Documents, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire project, including architectural, structural, civil, mechanical and electrical systems, materials, equipment and such other elements as may be appropriate for the approval by the Owner.

1. Project Administration services consisting of design development administrative functions including:

B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. Disciplines Coordination/Document Checking services consisting of design development activities for:

B	Coordination between the architectural/engineering work and the work of other involved disciplines of the Project.
B	Review and checking of documents prepared for the Project.

Init.

3. Agency Consulting/Review/Approval services consisting of design development activities including:
- | | |
|---|---|
| B | Agency consultations. |
| B | Research and/or review of critical applicable regulations. |
| B | Assistance in the preparation of written and graphic explanatory materials. |
| B | Appearances on Owner's behalf at agency and Owner meetings. |
4. Owner supplied Data Coordination services consisting of design development activities including:
- | | |
|---|---|
| B | Review and coordination of data furnished for the Project as a responsibility of the Owner. |
| B | Assistance in obtaining data. |
5. Architectural Design services consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:
- | | |
|---|---------------------------------|
| B | Plans, sections and elevations. |
| B | Materials selection. |
| B | Three dimensional sketches. |
| B | Equipment layouts. |
| B | Typical construction details. |
| X | Study model(s). |
6. Structural Design services consisting of continued development of structural system(s) and Schematic Design Documents in sufficient detail to establish:
- | | |
|---|--|
| B | Basic structural system and dimensions. |
| B | Structural design criteria. |
| B | Foundation design criteria. |
| B | Preliminary sizing of major structural components. |
| B | Critical coordination clearances. |
7. Mechanical Design services consisting of continued development and expansion of mechanical Schematic Design Documents and development of outline Specifications to establish:
- | | |
|---|---|
| B | Approximate equipment sizes and capacities. |
| B | Preliminary equipment layouts. |
| B | Required space for equipment. |
| B | Required chases and clearance. |
8. Electrical Design services consisting of continued development and expansion of electrical Schematic Design Documents and development of outline Specifications to establish:
- | | |
|---|---|
| B | Criteria for lighting, electrical and communications systems. |
| B | Approximate sizes and capacities of major components. |
| B | Preliminary equipment layouts. |

B	Required space for equipment.
B	Required chases and clearances.

9. **Civil Design services**

A	Continued development and expansion of civil Schematic Design Documents to establish the final scope and preliminary details for on-site civil engineering work.

10. **Materials Specifications services consisting of activities by architectural personnel in:**

B	Presentation for Owner's approval of proposed General and Supplementary Conditions of the Contract for Construction.
B	Development of architectural outline Specifications and brief form identification of significant architectural materials, systems and equipment.
B	Coordination of similar activities of other disciplines.
B	Production of design manual including design criteria and outline Specifications or materials list.

11. **Statement of Estimated Construction Cost services consisting of updating and refining the Schematic Design Phase Statement of Construction Cost of the Project.**

B	Estimates, by Project, of Construction Cost.	By CM
B	Establishment of project Contingency Fund.	

12. **Presentations services consisting of presentations of Design Development Drawings and other documents by the Architect/Engineer to the following Owner representatives:**

B	Boards/Administration/Staff
B	Citizen committee(s).

F. CONSTRUCTION DOCUMENTS PHASE

In the Construction Documents Phase, the Architect will provide the following services necessary to prepare from the approved Design Development Documents, for approval by the Owner, Construction Documents consisting of Drawings, Specifications and other documents setting forth in detail the requirements for construction of the Project, and bidding and contracting for the construction of the Project.

1. **Project Administration services consisting of construction documents administrative functions including:**

B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. **Disciplines Coordination/Document Checking services consisting of construction documents activities for:**

B	Coordination between the architectural/engineering work and the work of Consultants and other involved disciplines for the Project.
B	Review and checking of documents prepared for the Project.
B	Coordination with Owner's asbestos/hazardous material abatement Consultant.

Init.

3. Agency Consulting/Review/Approval services relating to applicable laws, statutes, regulations and codes of regulating entities and consisting of Construction Documents Phase activities for:

B	Agency consultations.
B	Research of applicable regulations.
B	Appearances on Owner's behalf at agency and Owner meetings.

4. Owner supplied Data Coordination services consisting of activities relating to the construction documents including:

B	Review and coordination of data furnished for the Project as a responsibility of the Owner.
B	Assistance in establishing criteria.
B	Assistance in obtaining data.

5. Architectural/Engineering/Design services

B	Preparation of Drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the Project.

6. Structural Design services

B	Preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the structural construction requirements for the Project.

7. Mechanical Design services

B	Preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the mechanical construction requirements for the Project.

8. Electrical Design services

B	Preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the electrical construction requirements for the Project.

9. Civil Design services

A	Preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the civil construction requirements for the Project.

10. Materials Specifications consisting of activities of architectural personnel in:

B	Development and preparation of architectural Specifications describing materials, system and equipment, workmanship, quality and performance criteria required for the construction of the Project.	By CM
B	Coordination of the development of Specifications by other disciplines.	
B	Assistance to the Owner in development and preparation of Bidding Documents which describe the time, place and conditions of bidding, bidding forms, and the form(s) of Agreement between the Owner and Contractor(s).	
B	Assistance to the Owner in development and preparation of the Conditions of the Contract (General, Supplementary, and other Conditions).	

Init.

B	Compilation of Project Manual including Conditions of the Contract, Bidding Documents and Specifications.

11. Special Bidding Documents/Scheduling services consisting of:

B	Preparation and coordination of Drawings and Specifications for obtaining bids or prices on alternate subdivisions of the Work.
B	Preparation and coordination of Drawings and Specifications for obtaining alternate bids or prices on changes in the scope of the Work.
B	Preparation and coordination of Drawings, Specifications, and Bidding Documents for multiple prime contracts for subdivisions of the Work.
B	Review and update of established schedules for the Project.

These services are to be utilized at the discretion of the Architect for benefit of the Owner or at the Owner's reasonable request, and do not represent services provided by a Construction Manager.

12. Statement of Estimated Construction Cost services consisting of advising the Owner of any adjustments to, and, when the Construction Documents are approximately 90% complete, updating the Design Development Phase Statement of Construction Cost of the Project.

B	Final estimates, by Project, of Construction Cost.	By CM
B	Establishment of project Contingency Fund.	

13. Presentations services consisting of Construction Documents and other graphic displays by the Architect/Engineer to the following:

B	Boards/Administration/Staff
B	Citizen committee(s).

G. BIDDING OR NEGOTIATION PHASE

In the **Bidding or Negotiation Phase** the Architect will provide the following basic services necessary to assist the Owner in obtaining competitive bids and in awarding and preparing contracts for construction based on the Owner's approval of the final Construction Documents and most recent Statement of Estimated Construction Costs.

1. Project Administration services consisting of bidding or negotiation administrative functions including:

B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. Bidding Materials services consisting of organizing and handling Bidding Documents for:

B	Coordination.	By CM
B	Reproduction.	
B	Distribution and distribution records.	

Init.

3.	Addenda services		
	B	Preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedure.	
4.	Bidding/Negotiations services consisting of:		
	B	Assistance to Owner in establishing list of Bidders.	By CM
	B	Assistance to Owner in preparation/release of Advertisement for Bids.	
	B	Participation in pre-bid conferences.	
	B	Responses to questions from Bidders or proposers and clarifications or interpretations of the Bidding Documents.	
	B	Attendance at bid opening(s).	
	B	Documentation and distribution of bidding results to Owner.	By CM
5.	Analysis of Alternates/Substitutions services		
	B	Consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior or subsequent to receipt of Bids or proposals.	
6.	Bid Evaluation services consisting of:		
	B	Assistance in receipt of Bids or proposals.	By CM
	B	Participation in reviews of Bids or proposals.	
	B	Evaluation of Bids or proposals and report to Owner of findings.	By CM
	B	Participation in negotiations prior to or following decisions on award of the Contract(s) for construction.	
7.	Construction Contract Agreements services consisting of:		
	B	Assistance in the notification of Contract award(s).	By CM
	B	Assistance in preparation of construction contract Agreement forms for approval by Owner.	
	B	Preparation and distribution of sets of Contract Documents for execution by parties to the Contract(s).	
	X	Receipt, distribution and processing, for Owner's approval of required certificates of insurance, bonds and similar documents.	
	B	Preparation and distribution of Contractor(s), on behalf of the Owner, of notice(s) to proceed with the Work.	

H. CONSTRUCTION CONTRACT ADMINISTRATION PHASE

In the **Construction Contract Administration Phase**, the Architect will provide the following basic services necessary for the administration of the construction contract as set forth in the General Conditions of the Contract for Construction and on-site project representation to inspect the construction process on behalf of the Owner.

1. Project Administration services consisting of construction contract administrative functions including:

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User Notes:

B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.
B	Coordination of multiple-prime construction contracts.

2. Office Construction Administration services consisting of:

B	Processing of submittals, including receipt from CM, review of and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.
B	Distribution of submittals to Architect/Engineer's representative as required.
B	Maintenance of master file of submittals.
B	Related communications.

3. The provision of Periodic or Continuous Project Representation in the field shall be as determined by the Owner and the terms and conditions of the Agreement between Owner and Architect for each specific project.

X	Continuous Project Representative(s).
X	Periodic Project Representative(s).

4. Coordination services relating to independent inspection and testing agencies, consisting of:

B	Administration of field testing required by the Contract Documents.	
B	Arranging for and coordination of testing and inspection on Owner's behalf.	
B	Review of reports on inspections and tests and notifications to Owner and Contractor(s) of observed deficiencies in the Work.	

5. Supplemental Documents services consisting of:

B	Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by Contractor(s) or the Owner and as required by construction conditions of the work.
B	Forwarding Owner's instructions and providing guidance to the Contractor(s) on the Owner's behalf relative to changed requirements and schedule revisions.
B	Assistance to the Owner in the selection and preparation of a Color and Material Finish Schedule for the Project.

6. Quotation Requests/Change Orders services consisting of:

B	Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified.
B	Review of proposals from Contractor(s) for reasonableness of quantities and costs of labor and materials.
B	Review and recommendations relative to changes in time for Substantial Completion.
B	Negotiations with Contractor(s) on Owner's behalf relative to costs of Work proposed to be

Init.

	added, deleted or modified.
B	Assisting in the preparation of appropriate Modifications of the Contract(s) for Construction.
B	Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work.

7. **Project Schedule Monitoring services**

B	Monitoring the progress of the Contractor(s) relative to established schedules and making status reports to Owner.	By CM

8. **Construction Cost Accounting services consisting of:**

B	Maintenance of records of payments on account of the Construction Contract Sum(s) and all changes thereto.
B	Evaluation of Applications for Payment and certification thereof to include waivers of lien and release from the surety company as applicable.
B	Review and evaluation of expense data submitted by the Contractor(s) for Work performed under cost-plus-fee arrangements.

9. **Project Closeout services initiated upon notice from the Contractor(s) that the Work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:**

B	A field visit with the Owner's representative to check conformity of the Work to the Contract Documents to the list submitted by the Contractor(s) of items to be completed or corrected.
B	Issuance of Certificate(s) of Substantial Completion.
B	Recommendations of the amount(s) to be withheld until final completion.
B	Securing and receipt of consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment(s).
B	Field inspection(s) upon notice by the Contractor(s) that the Work is ready for final inspection and acceptance.
B	Notification to Owner and Contractor(s) of deficiencies found in follow-up inspection(s), if any.
B	Field inspection(s) with the Owner's representative to verify final completion of the Work.
B	Receipt and transmittal to the Owner of the guarantees, warranties, affidavits, receipts, releases and waivers of lien or bonds indemnifying the Owner against liens.
B	Issuance of final Certificate(s) for Payment.

I. POST CONSTRUCTION PHASE

In the **Post Construction Phase**, the Architect will provide the following services necessary to assist the Owner in the use and occupancy of the facility on a Project-by-Project basis.

1. **Project Administration services consisting of post construction administrative functions including:**

B	Consultation
X	Conferences

Init.

X	Communications and progress reports.
B	Travel time.

2. **Maintenance and Operational Programming services consisting of:**

X	Assistance in the establishment by the Owner of in-house or contract program(s) of operation and maintenance of the physical plant and equipment.
X	Assistance in arranging for and coordinating instructions on operations and maintenance on equipment in conjunction with manufacturer's representatives.
X	Assistance in the preparation of operations and maintenance manual(s) for the Owner's use.

3. **Start-Up Assistance services consisting of:**

X	On-site observation and assistance in the operation of building systems during initial occupancy.
B	Assistance and coordination of remedial work by the Contractor(s) after final completion

4. **Record Drawings services consisting of:**

B	Making arrangements for obtaining from Contractor(s) information certified by them on all changes made during construction from the initial Contract Documents and on the location of concealed systems as installed during construction.
B	Transmittal of record drawings to the Owner.

5. **Post Construction Evaluation services consisting of an on-site visit to the project nine months after completion of construction for:**

B	Warranty items in defect.
B	Defective work and/or materials under contract requirements.
B	Incomplete work by the Contractor under contract requirements.
B	Report to Contractor of the defective Work and/or material to be corrected.

J. SUPPLEMENTAL SERVICES

In addition to the Basic Services provided by the Architect, the following **Supplemental Services** are provided and/or arranged by the Architect as required when requested and approved by the Owner.

These Supplemental Services may be provided during a single phase of the Basic Services or during several phases of the project as directed by the Owner.

1. **Special Studies services consisting of investigation, research and analysis of the Owner's special requirements for the Project and documentation of findings, conclusions and recommendations for:**

X	Master planning to provide design services relative to future facilities, systems and equipment not intended to be constructed as part of this Project.
X	Feasibility studies consisting of investigation, research, studies, analysis and final reporting on proposed Projects or other purposes.

2. **Model Construction services consisting of preparation of:**

Init.

X	Large scale block model(s) of structure(s) designed for the Project.
X	Large scale detailed model(s) of structure(s) designed for the Project showing both interior and exterior design.

3. Life Cycle Cost Analysis services consisting of assessment, on the basis of established relevant economic consequences over a given period of time, of:

X	A given planning and design solution for the Project.
X	Alternative planning and design solutions for the Project.
X	Selected systems, subsystems or building components proposed for the Project.

4. Renderings services related to providing graphic pictorial representations of the proposed Project consisting of:

X	Black and white elevation view(s).
X	Black and white perspective view(s).
X	Elevation view(s) in color.
X	Perspective view(s) in photo realistic rendering.

5. Specialized Promotions/Public Relations services relating to presentations to the public or identified groups consisting of:

B	Preparation of special brochures and/or promotional pieces.
B	Assistance in production and distribution of promotional materials.
B	Presentations at public relations and/or promotional meetings.

6. Special Disciplines Consultation services consisting of retaining, directing and coordinating the work of special disciplines Consultants whose specialized training, experience or knowledge relative to specific elements and features of the Project are requested and approved by the Owner.

X	Acoustics.
X	Audio-Visual.
X	Communications.
X	Educational Technology System Design.
X	Landscape Architecture.
X	Traffic/Parking.

7. Value Analysis services

B	Reviewing during design phases of the cost, quality and time influences of proposed building materials, systems and construction methods relative to design objectives in order to identify options for obtaining optimum value for the Owner.

8. Quantity Survey services

X	Detailed determination of the quantities of materials to be used in the Project to establish the basis for price determination by bidding or negotiations.

9. Energy Study and building energy efficiency analysis services consisting of special analyses of mechanical, electrical systems, fuel costs, on-site energy generation and energy conservation options for the Owner's information or use.

X	Construction Phase
X	Post-Construction Phase

10. Special furniture or furnishings design services related to Architect-designed special furniture, furnishings and/or equipment incorporated into the Project and consisting of:

X	Design and documentation.
X	Specifications or standards.
X	Management of procurement.
X	Coordination of installation.
X	Purchase on the Owner's behalf.

11. Serving as witness for the Owner in a public hearing, arbitration proceeding, administrative law proceeding, or legal proceeding.

B	During Project phases
X	Post-Construction phase

-----End of Exhibit B-----

BURGESS ENGINEERING AND TESTING

December 26, 2019

Lawton Public Schools
C/O: Architects in Partnership, LLC
3220 Marshall Avenue
Norman, Oklahoma

Attention: Mr. Cory Miller
Sr. Project Manager/ Associate

RE: Subsurface Exploration, and Foundation Recommendations for
Proposed Ron Stephens Stadium Wall Repair
For Lawton Public Schools
Lawton, Oklahoma
Proposal No.: 19539

Dear Mr. Miller:

In response to your request, Burgess Engineering and Testing (BET) is pleased to submit the following proposal for performing a subsurface exploration at the site of the referenced project. The subsurface exploration will be conducted to provide information needed in the design of a cost-effective foundation systems for the Proposed Ron Stephens Stadium Wall Repair, for Lawton Public Schools, in Lawton, Oklahoma.

PROPOSED SCOPE OF WORK

Based on the provided information, the proposed project will "include repair of the existing stone perimeter wall with new continuous shallow footing. No paving is anticipated at this time." As requested, BET will explore the subsurface materials and ground water conditions at the site by drilling two (2), fifteen (15) feet deep test borings in the area of the proposed building.

Test boring will be located by BET. The client will notify Call OKIE to locate the utilities on publicly owned property or easements. The owner is responsible for locating private utility lines on its property. Within the test borings, penetration resistance testing and sample collection will be performed in general accordance with ASTM Designation D-1586 and D-1587, respectively. Grouting will be performed

according to the OWRB specifications. Elevations at boring locations will be determined by others during the design phase of the project.

The subsurface exploration report will contain the following:

- Description of terrain, subsurface conditions, and brief geological history
- subsurface drainage, groundwater conditions, and description of explorations and sampling methods
- Laboratory test results performed according to ASTM standards
- soils and seismic design parameters
- Foundation support of the structure and slabs, including bearing pressure, bearing elevations, foundation design recommendations, and anticipated settlement
- Anticipated and management of consolidation settlement
- Potential Vertical Rise (PVR) of the floor slab or foundations
- Anticipation of, management of, groundwater for design of structure and pavements
- Soil material and compaction requirements for site fill, construction backfill, and for the support of structures
- Frost penetration depth and effect
- Analysis of the effect of weather or construction equipment or both on soil during construction
- Subsurface conditions and suitability for fill

All testing and report preparations will be under the direct supervision of a registered professional engineer. Three (3) copies of the report will be provided to your firm.

ESTIMATED COST

It is proposed that the fee for the performance of the above outlined services be determined on a unit price basis, according to the attached Schedule of Services and Fees. Copies of the Burgess Engineering and Testing Schedule of Services and Fees are enclosed herewith and incorporated into this proposal. On the basis of the estimated quantities, it is estimated that the total fees of the geotechnical services will be \$ 1,615.00. This estimated cost assumes that the site is readily accessible to our truck-mounted drilling equipment. Any bulldozer or wrecker services required to provide access pathways or mobility assistance to our truck mounted drilling rig are not included in this proposal.

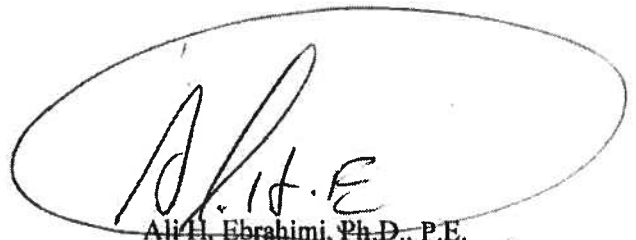
SCHEDULE AND AUTHORIZATION

We can commence work within five (5) working days following the acceptance of this proposal and final report and testing results will be ready by February 10, 2020.

Again, I would like to thank you for the opportunity to submit this proposal and look forward to working with you on this project. Please do not hesitate to contact me, if clarification or additional information is required.

**Respectfully,
BURGESS ENGINEERING AND TESTING**


Basil Abdulkareem, P.E.
Geotechnical Engineer


Ali H. Ebrahimi, Ph.D., P.E.
Manager

Attachments: Fees Schedule

AGREED TO THIS _____ DAY OF _____, 2019

BY: _____
CARLA CLODFELTER, PRESIDENT

TITLE: LAWTON BOARD OF EDUCATION

FIRM: _____

SCHEDULE OF FEES AND SERVICES

1.	Mobilization	(Lump sum) \$400.00
2.	Drilling with sampling	(Per foot) \$12.50
3.	Moisture Content	No Charge
4.	California Bearing Ratio	(Each) \$200.00
5.	Standard Proctor	(Each) \$125.00
6.	Swell Test	(Each) \$300.00
7.	Consolidation Mobilization	(Each) \$300.00
8.	Dry Density	No Charge
9.	Calibrated Pocket Penetrometer	No Charge
10.	Classification (Atterberg Limits & Gradation)	(Each) \$ 70.00
11.	Clerical	(Hour) \$ 35.00
12.	Staff Engineer	(Hour) \$ 70.00
13.	Registered Professional Engineer	(Hour) \$ 95.00

Cory Miller

From: Lester Seiger <hlseiger@lmkeng.com>
Sent: Monday, January 06, 2020 4:07 PM
To: Cory Miller
Subject: Re: LPS Ron Stephens Stadium Wall Repair - Survey RFP

It appears that the site is 250' x 150'.

Item 4) Utilities. the Okie utility locate service has stopped accepting requests for Design Survey Locates. They only accept a request at a dig site. We will indicate what utilities that are visible.

Item 5) Property Lines. Since this is a portion of a larger tract, the one property line along NW 14th Street will be located in the vicinity of the project.

7) Only the easements that show up in the Abstract provided (or documents provided) will be indicated.

All other items are included. The cost of this survey will be \$1,680. (One Thousand Six Hundred Eighty Dollars).

Thank you.

AGREED TO TERMS:

H. Lester Seiger, PE,PLS
Landmark Engineering

CARLA CLODFELTER, PRESIDENT
LAWTON BOARD OF EDUCATION

On Thu, Dec 26, 2019 at 11:54 AM Cory Miller <Cory.Miller@aipok.com> wrote:

Lester,

I am attaching a RFP for a pre-design survey for the Lawton Public Schools Ron Stephens Stadium Wall Repair. If you have any questions, feel free to call me.

Please, respond by Tuesday, January 7, 2020.

Thank you,

Cory S. Miller, NCARB



AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of _____ in the year Two Thousand Twenty
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Board of Education, ISD #008
Lawton Public Schools
P.O. Box 1009
Lawton, Oklahoma 73502-1009

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

Architects in Partnership, LLC
3220 Marshall Avenue
Norman, Oklahoma 73072
Telephone Number: (405) 360-1300
Fax Number: (405) 360-1431

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

Lawton Public Schools – Lawton High School Gym & Auditorium HVAC Renovation
Lawton, Oklahoma

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$1,200,000 preliminary estimate

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

.1 Design phase milestone dates, if any:

Init.

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

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

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Lawton Public Schools
P.O. Box 1009
Lawton, Oklahoma 73502-1000

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Init.

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Cory Miller, Senior Project Manager/Associate
Architects in Partnership, LLC
3220 Marshall Avenue
Norman, Oklahoma 73072
Telephone Number: (405) 360-1300
Fax Number: (405) 360-1431

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:
.1 Structural Engineer:

.2 Mechanical Engineer:

.3 Electrical Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:

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§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and Two Million Dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) combined single limit, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per claim and Two Million Dollars (\$ 2,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the

Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the

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Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to

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Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

Detailed menu of designated services is attached as Exhibit "A"

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	

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Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

If the Owner desires any further information regarding the above items in Section 4.1, the Owner should request a description from the Architect; otherwise the general descriptions as defined by the AIA will dictate.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

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§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Monthly or Bi-monthly visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

Init.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar

Init.

conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

§ 6.8 After Owner's approval of the Design Development Documents under Section 3.3.3, the Architect shall, as an Additional Service, make any project program, scope, or quality change due to owner's request, except (1) necessitated under Section 6.5, Section 6.6.1, Section 6.6.4 and Section 6.6.5, (2) due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment, or errors or omissions by the Architect or Architect's Consultants. Depends on the extent of the change, Architect shall negotiate with the owner for the compensation of the additional services based on (1) a stipulated sum, or (2) percentage of the construction cost of the change, or (3) hourly charge not exceed rated as shown in 11.7.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established

Init.

pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

To be Negotiated

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

20% of the amount paid for services performed prior to termination under Section 9.7

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Eight percent (8) % of the Owner's budget for the Cost of the Work under Section 3.3.4. or final Project Construction Cost, whichever is higher, see Exhibit "B"

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

- .1 Add 1% to Section 11.1 for Civil Engineer under Section 4.1.1.8
- .2 Add 15% to actual consultant cost for Landscape Design under Section 4.1.1.9
- .3 Any other additional services, stipulated sum or hourly with a not to exceed.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Stipulated sum or hourly with a not to exceed.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	One Hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent

Init.

budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate
Principal Architect	One Hundred Seventy-Five Dollars/Hr. (\$175.00)
Associate Architect	One Hundred Sixty Dollars/Hr. (\$160.00)
Interior Designer	One Hundred Fifty Dollars/Hr. (\$150.00)
Project Manager	One Hundred Thirty-Five Dollars/Hr. (\$135.00)
Intern Architect	One Hundred Ten Dollars/Hr. (\$110.00)
Construction Administration	Ninety Dollars /Hr. (\$90.00)
CADD	Eighty Five Dollars/Hr. (\$85.00)
Administrative	Seventy Dollars/Hr. (\$70.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus point one five (.15) times the amount of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

Ten percent (10%) per annum.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

12.1 Failure to execute any particular clause, section or article by either party, does not negate any other provision or this contract as a whole.

12.2 Services of outside consultants not provided under Article 3, Architects Basic Services, shall be billed to the Owner as reimbursable expenses.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

- [] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

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

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

OWNER (Signature)

CARLA CLODFELTER, President
Lawton Public Schools Board of Education
(Printed name and title)

ARCHITECT (Signature)

Gang Li, Principal
Architects in Partnership, LLC
(Printed name, title, and license number, if required)

OWNER

(Signature)

Lawton Public Schools
(Printed name and title)

ARCHITECT

(Signature)

Matt Graves, Principal
Architects in Partnership, LLC
(Printed name and title)

Init.

EXHIBIT A

CONCEPTUAL PLANS

EXHIBIT B
MENU OF DESIGNATED SERVICES

A. PURPOSE.

This Menu of Services (hereinafter "Menu") is a checklist of professional services and functions as a guide to further describe those tasks to be performed by the Architect for this particular Project as set forth, in Article 4 of the attached Agreement. The Menu also introduces Pre-Design Phase services, Post Construction Phase Services, Supplemental services, and designates which services are deemed Basic Services or Additional Services for this Project.

The Menu is not intended in any way to alter, amend, change or supersede the terms of the Agreement Between Owner and Architect to which this Exhibit B is attached. In the event of any conflict between the Agreement Between Owner and Architect and this Exhibit B, the Agreement Between Owner and Architect shall control.

B. DESIGNATIONS.

The following notations are applicable for each Menu item:

- B:** Basic Services
- A:** Additional Services
- X:** Not Required/Not Applicable

Those Menu items which have traditionally been designated as Basic Services have been "pre-designated" below by inserting a "B" in the check list.

C. PREDESIGN PHASE I

In the **Predesign Phase** the Architect will provide the following services to assist the Owner in establishing the program, financial and time requirements, and limitations for the project.

1. Project Administration services consisting of predesign administrative functions including:

B	Initial consultation in development of the Project.
B	Preparation of compensation estimates and professional services agreement(s).
B	Project-related research.
B	Conferences.
B	Communications and progress reports.
B	Travel time.
2. Owner-supplied Data Coordination services consisting of predesign activities including:

B	Review and coordination of data furnished for the Project as a responsibility of the Owner.

Init.

B	Assistance to Owner in obtaining existing drawings and related data.
B	Assistance to Owner in obtaining soils investigation services.
B	Assistance to Owner in obtaining topographic survey(s).
B	Assistance to Owner in obtaining Environmental Assessment.

3. **Facility Needs Study for each building and site in the School Campus consisting of:**

B	Inspection and evaluation to identify and recommend major renovation and additional space needs for each.
B	Estimate of construction costs.
B	Estimate of Furniture and Equipment costs.
B	Consultation with and recommendation for selection of projects to be included in the bond issue application.

4. **Programming services required to establish the following detailed requirements for the Project:**

B	Design objectives, limitations and criteria.	
B	Space requirements.	
B	Space relations.	
X	Number and functional responsibilities of personnel.	By Owner
B	Flexibility and expansibility.	
X	Special equipment and systems.	By Owner
B	Site requirements.	

5. **Space Schematics/Flow Diagrams services consisting of diagrammatic studies and pertinent descriptive text for:**

B	Internal functions.	
X	Human and vehicular flow patterns.	
B	General space allocations.	
X	Special facilities and equipment.	By Owner
B	Flexibility and expansibility.	

6. **Existing Facilities Surveys services consisting of researching, assembling and reviewing information for Projects involving alterations and additions to existing facilities or determining new space usage in conjunction with a new building program and including:**

B	Photography or videography
B	Field measurements and review of existing drawings.
B	Analysis of existing architectural elements.
B	Analysis of existing structural capabilities.
B	Analysis of existing mechanical capabilities.
B	Analysis of existing electrical capabilities.

7. Project Budgeting services relating to development of a Predesign Phase Estimate of Construction Cost(s) based on programming studies.

B	Estimates, by project/facility, of Construction Cost.	By
B	Establishment of Contingency Budget.	

8. Bond Issue Application services related

B	Coordination and consultation with Owner, Bonding Attorney and Financial Consultant necessary for compilation and preparation of:
B	Summary of Estimated Costs for all Construction Projects Proposed.
B	Summary-Existing and Proposed School Plant form.
X	Project Cost Calculation form.
B	Estimated Size and Cost of Proposed Construction Project forms with necessary attachments for each facility included in the Project.
X	Site Acquisition and Development form.
X	Certifications of forms prepared by Architect.
B	Attendance with Owner at all meetings directly related to this Project.

9. Presentation services consisting of presentations of Predesign Phase analyses and recommendations by the Architect/Engineer to the following Owner representatives:

B	Board/Administration/Staff
B	Citizens committee(s).

D. SCHEMATIC DESIGN PHASE

In the **Schematic Design Phase**, the Architect will provide the following services necessary to prepare Schematic Design Documents consisting of drawings and other documents illustrating the general scope, scale and relationship of project components for approval by the Owner. Design will be conceptual in character based on the program and requirements developed under the Pre-Design Phase of the project and approved by the Owner.

1. Project Administration services consisting of schematic design administrative functions including:

B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. Disciplines Coordination/Document Checking services consisting of schematic design activities for:

B	Coordination between the architectural/engineering work of other involved disciplines for the Project.
B	Review and checking of documents prepared for the Project.

3. Agency Consulting/Review/Approval services consisting of schematic design activities including:

B	Agency consultations.

Init.

B	Research and/or review of critical applicable regulations.
B	Assistance in the preparation of written and graphic explanatory materials.
B	Appearances on Owner's behalf at agency and Owner meetings.

4. **Owner supplied Data Coordination services consisting of schematic design activities including:**

B	Review and coordination of data furnished for the Project as a responsibility of the Owner.
B	Assistance in establishing criteria.
B	Assistance in obtaining data.

5. **Architectural Design/Documentation services responding to program requirements and consisting of preparation of:**

B	Conceptual site and building plans.
B	Preliminary building elevations.
B	Preliminary selection of building systems and materials.
B	Development of approximate dimensions, areas and volumes.
B	Perspective sketch(es).

6. **Structural Design/Documentation services consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:**

B	A proposed structural system.

7. **Mechanical Design/Documentation services consisting of consideration of materials, systems and equipment and development of conceptual design solutions for:**

B	Energy source(s).
B	Energy conservation.
B	Heating and ventilating.
B	Air conditioning.
B	Plumbing.
B	Fire protection.

8. **Electrical Design/Documentation consisting of consideration of systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual design solutions for:**

B	Power service and distribution.	
B	Lighting.	
X	Telephones.	By Owner
B	Fire detection and alarms.	
X	Security systems.	By Owner
X	Electronic communications.	
X	Special electrical systems.	
B	Technology infrastructure coordination.	

Init.

9. Civil Design/Documentation consisting of consideration of materials, systems and development of conceptual design solutions for:

A	On-site utility systems.
A	Fire protection systems.
A	Drainage systems.
A	Paving/site improvements.

10. Interior planning services based on functional relationships, consideration of materials, systems and equipment and development of conceptual design solutions to establish furniture and equipment locations, etc.

B	Furniture, furnishings and loose equipment layouts.

11. Materials Specifications consisting of:

B	Identification of potential architectural materials systems and equipment.
B	Coordination of similar work by other disciplines.

12. Statement of Estimated Construction Cost services consisting of development of an estimated construction cost range for each Project based on the most recent schematic design studies.

B	Estimates, by project, of Construction Cost.	By CM
B	Establishment of project Contingency Fund.	

13. Presentations services consisting of presentations of Schematic Design Documents by the Architect/Engineer to the following Owner representatives.

B	Board/Administration/Staff
B	Citizen committee(s).

E. DESIGN DEVELOPMENT PHASE

In the Design Development Phase, the Architect will provide the following services necessary to prepare, from the approved Schematic Design Documents, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire project, including architectural, structural, civil, mechanical and electrical systems, materials, equipment and such other elements as may be appropriate for the approval by the Owner.

1. Project Administration services consisting of design development administrative functions including:

B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. Disciplines Coordination/Document Checking services consisting of design development activities for:

B	Coordination between the architectural/engineering work and the work of other involved disciplines of the Project.
B	Review and checking of documents prepared for the Project.

Init.

3. Agency Consulting/Review/Approval services consisting of design development activities including:
- | | |
|---|---|
| B | Agency consultations. |
| B | Research and/or review of critical applicable regulations. |
| B | Assistance in the preparation of written and graphic explanatory materials. |
| B | Appearances on Owner's behalf at agency and Owner meetings. |
4. Owner supplied Data Coordination services consisting of design development activities including:
- | | |
|---|---|
| B | Review and coordination of data furnished for the Project as a responsibility of the Owner. |
| B | Assistance in obtaining data. |
5. Architectural Design services consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:
- | | |
|---|---------------------------------|
| B | Plans, sections and elevations. |
| B | Materials selection. |
| B | Three dimensional sketches. |
| B | Equipment layouts. |
| B | Typical construction details. |
| X | Study model(s). |
6. Structural Design services consisting of continued development of structural system(s) and Schematic Design Documents in sufficient detail to establish:
- | | |
|---|--|
| B | Basic structural system and dimensions. |
| B | Structural design criteria. |
| B | Foundation design criteria. |
| B | Preliminary sizing of major structural components. |
| B | Critical coordination clearances. |
7. Mechanical Design services consisting of continued development and expansion of mechanical Schematic Design Documents and development of outline Specifications to establish:
- | | |
|---|---|
| B | Approximate equipment sizes and capacities. |
| B | Preliminary equipment layouts. |
| B | Required space for equipment. |
| B | Required chases and clearance. |
8. Electrical Design services consisting of continued development and expansion of electrical Schematic Design Documents and development of outline Specifications to establish:
- | | |
|---|---|
| B | Criteria for lighting, electrical and communications systems. |
| B | Approximate sizes and capacities of major components. |
| B | Preliminary equipment layouts. |

B	Required space for equipment.
B	Required chases and clearances.

9. **Civil Design services**

A	Continued development and expansion of civil Schematic Design Documents to establish the final scope and preliminary details for on-site civil engineering work.

10. **Materials Specifications services consisting of activities by architectural personnel in:**

B	Presentation for Owner's approval of proposed General and Supplementary Conditions of the Contract for Construction.
B	Development of architectural outline Specifications and brief form identification of significant architectural materials, systems and equipment.
B	Coordination of similar activities of other disciplines.
B	Production of design manual including design criteria and outline Specifications or materials list.

11. **Statement of Estimated Construction Cost services consisting of updating and refining the Schematic Design Phase Statement of Construction Cost of the Project.**

B	Estimates, by Project, of Construction Cost.	By CM
B	Establishment of project Contingency Fund.	

12. **Presentations services consisting of presentations of Design Development Drawings and other documents by the Architect/Engineer to the following Owner representatives:**

B	Boards/Administration/Staff
B	Citizen committee(s).

F. CONSTRUCTION DOCUMENTS PHASE

In the **Construction Documents Phase**, the Architect will provide the following services necessary to prepare from the approved Design Development Documents, for approval by the Owner, Construction Documents consisting of Drawings, Specifications and other documents setting forth in detail the requirements for construction of the Project, and bidding and contracting for the construction of the Project.

1. **Project Administration services consisting of construction documents administrative functions including:**

B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. **Disciplines Coordination/Document Checking services consisting of construction documents activities for:**

B	Coordination between the architectural/engineering work and the work of Consultants and other involved disciplines for the Project.
B	Review and checking of documents prepared for the Project.
B	Coordination with Owner's asbestos/hazardous material abatement Consultant.

Init.

3. Agency Consulting/Review/Approval services relating to applicable laws, statutes, regulations and codes of regulating entities and consisting of Construction Documents Phase activities for:

B	Agency consultations.
B	Research of applicable regulations.
B	Appearances on Owner's behalf at agency and Owner meetings.

4. Owner supplied Data Coordination services consisting of activities relating to the construction documents including:

B	Review and coordination of data furnished for the Project as a responsibility of the Owner.
B	Assistance in establishing criteria.
B	Assistance in obtaining data.

5. Architectural/Engineering/Design services

B	Preparation of Drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the Project.

6. Structural Design services

B	Preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the structural construction requirements for the Project.

7. Mechanical Design services

B	Preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the mechanical construction requirements for the Project.

8. Electrical Design services

B	Preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the electrical construction requirements for the Project.

9. Civil Design services

A	Preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the civil construction requirements for the Project.

10. Materials Specifications consisting of activities of architectural personnel:

B	Development and preparation of architectural Specifications describing materials, system and equipment, workmanship, quality and performance criteria required for the construction of the Project.	By CM
B	Coordination of the development of Specifications by other disciplines.	
B	Assistance to the Owner in development and preparation of Bidding Documents which describe the time, place and conditions of bidding, bidding forms, and the form(s) of Agreement between the Owner and Contractor(s).	
B	Assistance to the Owner in development and preparation of the Conditions of the Contract (General, Supplementary, and other Conditions).	

Init.

B	Compilation of Project Manual including Conditions of the Contract, Bidding Documents and Specifications.

11. **Special Bidding Documents/Scheduling services consisting of:**

B	Preparation and coordination of Drawings and Specifications for obtaining bids or prices on alternate subdivisions of the Work.
B	Preparation and coordination of Drawings and Specifications for obtaining alternate bids or prices on changes in the scope of the Work.
B	Preparation and coordination of Drawings, Specifications, and Bidding Documents for multiple prime contracts for subdivisions of the Work.
B	Review and update of established schedules for the Project.

These services are to be utilized at the discretion of the Architect for benefit of the Owner or at the Owner's reasonable request, and do not represent services provided by a Construction Manager.

12. **Statement of Estimated Construction Cost services consisting of advising the Owner of any adjustments to, and, when the Construction Documents are approximately 90% complete, updating the Design Development Phase Statement of Construction Cost of the Project.**

B	Final estimates, by Project, of Construction Cost.	By CM
B	Establishment of project Contingency Fund.	

13. **Presentations services consisting of Construction Documents and other graphic displays by the Architect/Engineer to the following:**

B	Boards/Administration/Staff
B	Citizen committee(s).

G. BIDDING OR NEGOTIATION PHASE

In the **Bidding or Negotiation Phase** the Architect will provide the following basic services necessary to assist the Owner in obtaining competitive bids and in awarding and preparing contracts for construction based on the Owner's approval of the final Construction Documents and most recent Statement of Estimated Construction Costs.

1. **Project Administration services consisting of bidding or negotiation administrative functions including:**

B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.

2. **Bidding Materials services consisting of organizing and handling Bidding Documents for:**

B	Coordination.	By CM
B	Reproduction.	
B	Distribution and distribution records.	

3.

Addenda services		
B	Preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedure.	

4.

Bidding/Negotiations services consisting of:		
B	Assistance to Owner in establishing list of Bidders.	By CM
B	Assistance to Owner in preparation/release of Advertisement for Bids.	
B	Participation in pre-bid conferences.	
B	Responses to questions from Bidders or proposers and clarifications or interpretations of the Bidding Documents.	
B	Attendance at bid opening(s).	
B	Documentation and distribution of bidding results to Owner.	By CM

5.

Analysis of Alternates/Substitutions services		
B	Consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior or subsequent to receipt of Bids or proposals.	

6.

Bid Evaluation services consisting of:		
B	Assistance in receipt of Bids or proposals.	By CM
B	Participation in reviews of Bids or proposals.	
B	Evaluation of Bids or proposals and report to Owner of findings.	By CM
B	Participation in negotiations prior to or following decisions on award of the Contract(s) for construction.	

7.

Construction Contract Agreements services consisting of:		
B	Assistance in the notification of Contract award(s).	By CM
B	Assistance in preparation of construction contract Agreement forms for approval by Owner.	
B	Preparation and distribution of sets of Contract Documents for execution by parties to the Contract(s).	
X	Receipt, distribution and processing, for Owner's approval of required certificates of insurance, bonds and similar documents.	
B	Preparation and distribution of Contractor(s), on behalf of the Owner, of notice(s) to proceed with the Work.	

H. CONSTRUCTION CONTRACT ADMINISTRATION PHASE

In the Construction Contract Administration Phase, the Architect will provide the following basic services necessary for the administration of the construction contract as set forth in the General Conditions of the Contract for Construction and on-site project representation to inspect the construction process on behalf of the Owner.

1. Project Administration services consisting of construction contract administrative functions including:

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B	Consultation.
B	Conferences.
B	Communications and progress reports.
B	Travel time.
B	Coordination of multiple-prime construction contracts.

2. Office Construction Administration services consisting of:

B	Processing of submittals, including receipt from CM, review of and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.
B	Distribution of submittals to Architect/Engineer's representative as required.
B	Maintenance of master file of submittals.
B	Related communications.

3. The provision of Periodic or Continuous Project Representation in the field shall be as determined by the Owner and the terms and conditions of the Agreement between Owner and Architect for each specific project.

X	Continuous Project Representative(s).
X	Periodic Project Representative(s).

4. Coordination services relating to independent inspection and testing agencies, consisting of:

B	Administration of field testing required by the Contract Documents.	
B	Arranging for and coordination of testing and inspection on Owner's behalf.	
B	Review of reports on inspections and tests and notifications to Owner and Contractor(s) of observed deficiencies in the Work.	

5. Supplemental Documents services consisting of:

B	Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by Contractor(s) or the Owner and as required by construction conditions of the work.
B	Forwarding Owner's instructions and providing guidance to the Contractor(s) on the Owner's behalf relative to changed requirements and schedule revisions.
B	Assistance to the Owner in the selection and preparation of a Color and Material Finish Schedule for the Project.

6. Quotation Requests/Change Orders services consisting of:

B	Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified.
B	Review of proposals from Contractor(s) for reasonableness of quantities and costs of labor and materials.
B	Review and recommendations relative to changes in time for Substantial Completion.
B	Negotiations with Contractor(s) on Owner's behalf relative to costs of Work proposed to be

Init.

	added, deleted or modified.
B	Assisting in the preparation of appropriate Modifications of the Contract(s) for Construction.
B	Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work.

7. **Project Schedule Monitoring services**

B	Monitoring the progress of the Contractor(s) relative to established schedules and making status reports to Owner.	By CM

8. **Construction Cost Accounting services consisting of:**

B	Maintenance of records of payments on account of the Construction Contract Sum(s) and all changes thereto.
B	Evaluation of Applications for Payment and certification thereof to include waivers of lien and release from the surety company as applicable.
B	Review and evaluation of expense data submitted by the Contractor(s) for Work performed under cost-plus-fee arrangements.

9. **Project Closeout services initiated upon notice from the Contractor(s) that the Work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:**

B	A field visit with the Owner's representative to check conformity of the Work to the Contract Documents to the list submitted by the Contractor(s) of items to be completed or corrected.
B	Issuance of Certificate(s) of Substantial Completion.
B	Recommendations of the amount(s) to be withheld until final completion.
B	Securing and receipt of consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment(s).
B	Field inspection(s) upon notice by the Contractor(s) that the Work is ready for final inspection and acceptance.
B	Notification to Owner and Contractor(s) of deficiencies found in follow-up inspection(s), if any.
B	Field inspection(s) with the Owner's representative to verify final completion of the Work.
B	Receipt and transmittal to the Owner of the guarantees, warranties, affidavits, receipts, releases and waivers of lien or bonds indemnifying the Owner against liens.
B	Issuance of final Certificate(s) for Payment.

I. POST CONSTRUCTION PHASE

In the **Post Construction Phase**, the Architect will provide the following services necessary to assist the Owner in the use and occupancy of the facility on a Project-by-Project basis.

1. **Project Administration services consisting of post construction administrative functions including:**

B	Consultation
X	Conferences

Init.

X	Communications and progress reports.
B	Travel time.

2. **Maintenance and Operational Programming services consisting of:**

X	Assistance in the establishment by the Owner of in-house or contract program(s) of operation and maintenance of the physical plant and equipment.
X	Assistance in arranging for and coordinating instructions on operations and maintenance on equipment in conjunction with manufacturer's representatives.
X	Assistance in the preparation of operations and maintenance manual(s) for the Owner's use.

3. **Start-Up Assistance services consisting of:**

X	On-site observation and assistance in the operation of building systems during initial occupancy.
B	Assistance and coordination of remedial work by the Contractor(s) after final completion

4. **Record Drawings services consisting of:**

B	Making arrangements for obtaining from Contractor(s) information certified by them on all changes made during construction from the initial Contract Documents and on the location of concealed systems as installed during construction.
B	Transmittal of record drawings to the Owner.

5. **Post Construction Evaluation services consisting of an on-site visit to the project nine months after completion of construction for:**

B	Warranty items in defect.
B	Defective work and/or materials under contract requirements.
B	Incomplete work by the Contractor under contract requirements.
B	Report to Contractor of the defective Work and/or material to be corrected.

J. SUPPLEMENTAL SERVICES

In addition to the Basic Services provided by the Architect, the following **Supplemental Services** are provided and/or arranged by the Architect as required when requested and approved by the Owner.

These Supplemental Services may be provided during a single phase of the Basic Services or during several phases of the project as directed by the Owner.

1. **Special Studies services consisting of investigation, research and analysis of the Owner's special requirements for the Project and documentation of findings, conclusions and recommendations for:**

X	Master planning to provide design services relative to future facilities, systems and equipment not intended to be constructed as part of this Project.
X	Feasibility studies consisting of investigation, research, studies, analysis and final reporting on proposed Projects or other purposes.

2. **Model Construction services consisting of preparation of:**

Init.

X	Large scale block model(s) of structure(s) designed for the Project.
X	Large scale detailed model(s) of structure(s) designed for the Project showing both interior and exterior design.

3. Life Cycle Cost Analysis services consisting of assessment, on the basis of established relevant economic consequences over a given period of time, of:

X	A given planning and design solution for the Project.
X	Alternative planning and design solutions for the Project.
X	Selected systems, subsystems or building components proposed for the Project.

4. Renderings services related to providing graphic pictorial representations of the proposed Project consisting of:

X	Black and white elevation view(s).
X	Black and white perspective view(s).
X	Elevation view(s) in color.
X	Perspective view(s) in photo realistic rendering.

5. Specialized Promotions/Public Relations services relating to presentations to the public or identified groups consisting of:

B	Preparation of special brochures and/or promotional pieces.
B	Assistance in production and distribution of promotional materials.
B	Presentations at public relations and/or promotional meetings.

6. Special Disciplines Consultation services consisting of retaining, directing and coordinating the work of special disciplines Consultants whose specialized training, experience or knowledge relative to specific elements and features of the Project are requested and approved by the Owner.

X	Acoustics.
X	Audio-Visual.
X	Communications.
X	Educational Technology System Design.
X	Landscape Architecture.
X	Traffic/Parking.

7. Value Analysis services

B	Reviewing during design phases of the cost, quality and time influences of proposed building materials, systems and construction methods relative to design objectives in order to identify options for obtaining optimum value for the Owner.

8. Quantity Survey services

X	Detailed determination of the quantities of materials to be used in the Project to establish the basis for price determination by bidding or negotiations.

9. Energy Study and building energy efficiency analysis services consisting of special analyses of mechanical, electrical systems, fuel costs, on-site energy generation and energy conservation options for the Owner's information or use.

Init.

X	Construction Phase
X	Post-Construction Phase

10. Special furniture or furnishings design services related to Architect-designed special furniture, furnishings and/or equipment incorporated into the Project and consisting of:

X	Design and documentation.
X	Specifications or standards.
X	Management of procurement.
X	Coordination of installation.
X	Purchase on the Owner's behalf.

11. Serving as witness for the Owner in a public hearing, arbitration proceeding, administrative law proceeding, or legal proceeding.

B	During Project phases
X	Post-Construction phase

-----End of Exhibit B-----

**AIA®****Document B101™ – 2007**

BOARD APPROVED

MAR. 09 2015

Standard Form of Agreement Between Owner and Architect

LAWTON PUBLIC SCHOOLS

AGREEMENT made as of the 9th day of March in the year
Two Thousand Fifteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Board of Education, ISD #008
Lawton Public Schools
P.O. Box 1009
Lawton, Oklahoma 73502-1009

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

Architects in Partnership, LLC
3220 Marshall Avenue
Norman, Oklahoma 73072

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

Lawton Public Schools – Lawton High School Window Replacement
Lawton, Oklahoma

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

\$5,000.00 PERTAINING TO VESTIBULE DESIGN
RATIFIED: Jan 16, 2020

CARLA CLODFELTER, PRESIDENT
LAWTON BOARD OF EDUCATION

Init.

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User Notes:

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TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To be determined.

.2 Substantial Completion date:

To be determined.

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

Init.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$1,000,000 each occurrence, \$2,000,000 aggregate

.2 Automobile Liability

\$1,000,000 combined single limit.

.3 Workers' Compensation

\$1,000,000 each accident.

.4 Professional Liability

\$2,000,000 per claim. \$2,000,000 aggregate.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

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§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

Init.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests

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for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Rendering at main entry at Lawton High School and Eisenhower High School	Architect	

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§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

If the Owner desires any further information regarding the above items in Section 4.1, the Owner should request a description from the Architect; otherwise the general descriptions as defined by the AIA will dictate.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

Init.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Monthly) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

(Paragraph deleted)

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

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§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or

Init.

.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the

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contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

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

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

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§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

6% of Construction Cost

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

The Owner shall compensate the Architect \$5,000.00 for providing two renderings of new entryways at Lawton High School.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus one point one five percent (1.15%), or as otherwise stated below:

Architect shall be paid \$2,500.00 for renderings for the Lawton High Schools Vestibules project and the Eisenhower High School Vestibules project.

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate
Architects	One Hundred Fifty Dollars/Hr. (\$150.00/Hr.)
Engineers	One Hundred Fifty Dollars/Hr. (\$150.00/Hr.)
Associate Architects	One Hundred Dollars/Hr. (\$100.00/Hr.)
Construction Administration	Eighty Dollars/Hr. (\$80.00/Hr.)
Intern Architect	Seventy-Five Dollars/Hr. (\$75.00/Hr.)
Secretarial	Forty-Five Dollars/Hr. (\$45.00/Hr.)

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus one point one five (1.15) times the amount of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Ten percent (10%) per annum.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

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

OWNER

(Signature)

HELENA JOHN, PRESIDENT

(Printed name and title)

ARCHITECT

(Signature)

Gang Li, Principal
Architects in Partnership, LLC

(Printed name and title)

OWNER

(Signature)

Dr. Tom Deighan, Superintendent

(Printed name and title)

ARCHITECT

(Signature)

Matt Graves, Principal
Architects in Partnership, LLC

(Printed name and title)

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Kathy Bentley

From: Cory Miller <Cory.Miller@aipok.com>
Sent: Tuesday, January 7, 2020 10:24 AM
To: Kathy Bentley
Cc: Don McCaig; Peggy Whittington; Joshua Jacox (jjacox@crossland.com); Tom Thomas
Subject: LPS New EMS - Change Order #8
Attachments: 1715A - Change Order 8.pdf

*****CAUTION: EXTERNAL EMAIL - Think before you click or open attachments! *****

Kathy,

I am attaching Change Order #8 for the New Eisenhower Middle School project for approval.

This authorizes use of contingency for the following items.

Omit Motorized Bases for Light Fixture M2: (\$1,990.08)

The stage lights were originally specified with motorized bases for remote control from the control room. However, during construction the lighting distributor notified us that this would require additional control ports in excess of what we specified for the lighting control board. This was discussed during our regular construction progress meetings, and it was decided to omit the motorized bases since remote controlled motion of these lights would not be necessary for middle school productions. The angle of these light fixtures can be adjusted manually by lowering the motorize light bar.

Water Line Repairs on Gore Blvd.: \$2,613.94

During the Spring Break replacement of the waterline between the new middle school and the high school, the contractor hit a private 1" water line that fed the wrestling room. It was not marked on the existing drawings, and the contractor could not find the isolation valves to shut it down. They ended up pinching the line to stop the flow but not until after spilling over 300,000 gallons. Since this was a private utility that was not marked or identified by LPS, the contractor proposes splitting the water bill for this waste. Had the line been public or otherwise marked in the district's records, the contractor would be responsible for the entire bill. The City also required the contractor to install additional isolation valves to prevent this in the future. The cost increase includes time and material for these additional valves less the contractor's portion of the water bill, \$952.69.

Deduct for Gyp. Bd. Headers Above Corridor Lockers: (\$7,319.00)

During construction the contractor proposed a deduct to omit the above-ceiling portion of the furr down over the corridor lockers in order to provide additional space for mechanical ductwork and electrical conduit. The classroom wall still extends to deck to provide sound attenuation.

Vestibule C127 Furr Down: \$2,705.44

During construction the contractor discovered that there was no route for fire sprinkler piping to the vestibule over the east entrance. A furr down had to be added to carry this line through the open stairwell ceiling from the adjacent room.

Safe Room Wall Types 3 and 3A: \$5,000.00

During construction the contractor found a discrepancy in the drawings that did not provide gyp. bd. on one side of the corridor wall where needed at the safe room classrooms. This cost increase covers the missing material and labor.

Commons Canopy: \$68,440.00

During construction Crossland discovered that they did not bid the interior canopy overhanging the commons from the auditorium wall. This cost increase will add the work to the GMP.

Concrete Backfill Board: \$14,311.35

During construction Crossland discovered that they did not bid the concrete backfill board which covers the insulation at the otherwise exposed foundation stem wall. This cost increase will add the work to the GMP.

Welded Academic Lockers: \$47,478.00

We originally specified the academic lockers to have fully welded frames but inadvertently accepted a substitution for "knock-down" lockers for a cost savings to the project. The difference in the products was not made clear to the CM or architect until construction had begun. Once identified the substitution was allowed due to the substantial cost difference to the next bidder. At that time, it was critical that we maintained the contingency in order to protect against unknowns. At the current point in construction, we are confident that the risk has been reduced such that we can recommend returning to fully welded lockers which will be much more durable over time. The cost increase is \$8,566 higher than it would be to terminate the contract and go with the second lowest bidder who included fully welded lockers; however, it is our recommendation to stay with the current subcontractor in order to maintain the overall schedule.

Aggregate Base for Courtyard Paving: \$23,838.63

During construction the contractor recommended adding additional aggregate base under the courtyard paving to protect against heaving and cracking. We concur that this would help safeguard against cracking and recommend using contingency for it at this point in construction.

If you have any questions, feel free to give me a call.

Thank you,
Cory S. Miller, NCARB
Sr. Project Manager/ Associate



Architects in Partnership

3220 Marshall Avenue | Norman, OK 73072

P: 405.360.1300 x215 | F: 405.360.1431 | C: 405.512.9662

cory.miller@aipok.com

www.aipok.com

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Please consider the environment before printing this email



AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Lawton Public Schools - New Eisenhower Middle School Lawton, Oklahoma	CONTRACT INFORMATION: Contract For: General Construction Date: January 19, 2018	CHANGE ORDER INFORMATION: Change Order Number: 8 Date: January 6, 2020
OWNER: <i>(Name and address)</i> Lawton Public Schools 753 Ft. Sill Blvd. Lawton, Oklahoma 73502	ARCHITECT: <i>(Name and address)</i> Architects in Partnership, LLC 3220 Marshall Avenue Norman, Oklahoma 73072	CONTRACTOR: <i>(Name and address)</i> Crossland Construction Company 408 N.E. 145th Place Edmond, Oklahoma 73013

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Contingency Amount: \$704,438.44

Omit Motorized Bases for Light Fixture M2: (\$1,990.08)
Water Line Repairs on Gore Blvd.: \$2,613.94
Deduct for Gyp. Bd. Headers Above Corridor Lockers: (\$7,319.00)
Vestibule C127 Furr Down: \$2,705.44
Safe Room Wall Types 3 and 3A: \$5,000.00
Commons Canopy: \$68,440.00
Concrete Backfill Board: \$14,311.35
Welded Academic Lockers: \$47,478.00
Aggregate Base for Courtyard Paving: \$23,838.63

Remaining Contingency: \$549,360.16

Net change to Contract Sum: \$0.00

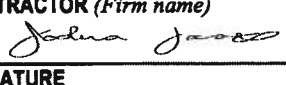
The original Contract Sum was	\$	10,939,373.00
The net change by previously authorized Change Orders	\$	26,997,127.44
The Contract Sum prior to this Change Order was	\$	37,936,500.44
The Contract Sum will be decreased by this Change Order in the amount of	\$	0.00
The new Contract Sum including this Change Order will be	\$	37,936,500.44

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be May 11, 2020

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Architects in Partnership, LLC ARCHITECT <i>(Firm name)</i>  SIGNATURE	Crossland Construction Company CONTRACTOR <i>(Firm name)</i>  SIGNATURE	Lawton Public Schools OWNER <i>(Firm name)</i> SIGNATURE
Cory Miller, Senior Project Manager/Associate PRINTED NAME AND TITLE	Josh Jacox, Project Manager PRINTED NAME AND TITLE	CARLA CLODFELTER, PRESIDENT LAWTON BOARD OF EDUCATION PRINTED NAME AND TITLE
January 6, 2020 DATE	January 6, 2020 DATE	 DATE

1715A - Lawton Public Schools New Eisenhower Middle School
Trend Log

Last Update: Jan 6, 2020

☐ Closed Issue (Accepted) ->
☐ Active Issue (Pending) ->
☐ New Issue (More Info Needed)
☐ Not Accepted



Original Contract Amount: \$10,939,373.00
 Construction Occupancy: 09/17/2018
 Original Completion Date: 05/11/2020

Item	ASI No.	Date	Description	Proposed	Acceptance Required Date	LPS Acceptance Date	Accepted Change Amount	Working Estimate	PCO No.	CO No.	CO Date	Comments
01			Original Contingency	(\$146,050.00)		2/21/2019	(\$146,050.00)	(\$146,050.00)				As of GMP #4
02	ASI-001	10/5/2018	Art Room & Vocal Windows	\$0.00				\$0.00				Concur
03	ASI-002	10/25/2018	Landing at Door B101	\$0.00		3/12/2019	\$0.00	\$0.00		3	3/1/2019	Concur, \$ included in Pier Log (Trend Log Item 15)
04	ASI-003	11/30/2018	Sanitary Sewer & Gas Utility	\$540.32		3/12/2019	\$540.32	\$540.32		3	3/1/2019	Concur
05	ASI-004	1/10/2019	Water Loop	\$51,541.11		2/21/2019	\$51,541.11	\$51,541.11		2	2/15/2019	Concur
06	Email	12/14/2018	Non-proprietary Fire Alarm	\$1,959.00		1/17/2019	\$1,959.00	\$1,959.00		1	12/20/2018	Owner Requested - Concur
07	ASI-005	12/26/2018	Misc Walls to Deck & Elevator Coordination	\$22,163.00		3/12/2019	\$22,163.00	\$22,163.00		3	3/1/2019	Concur
08	Submittal	1/4/2019	Additional Rafter Shades	\$16,720.00		3/12/2019	\$16,720.00	\$16,720.00		3	3/1/2019	Concur
09	Submittal	12/20/2018	Door Hardware Coordination	\$5,400.00		3/12/2019	\$5,400.00	\$5,400.00		3	3/1/2019	Concur
10	Email	1/21/2019	Motorized Small Gym Bleacher	\$3,662.00		3/12/2019	\$3,662.00	\$3,662.00		3	3/1/2019	Concur
11	ASI-006	1/25/2019	RCP Coordination w/with Mechanical	\$0.00				\$0.00				Clarification only
12	ASI-007	2/6/2019	FD-1 in RR C122 & C124	\$2,461.26		2/21/2019	\$2,461.26	\$2,461.26		2	2/15/2019	Concur
13	ASI-008	2/7/2019	Auditorium Ramp ADA Clearance	\$0.00				\$0.00				Clarification only
14	ASI-009	2/11/2019	Electrical Coordination	\$0.00				\$0.00				Clarification only
15	Pier Log	2/12/2019	Actual Pier Depths	(\$51,269.51)		3/12/2019	(\$51,269.51)	(\$51,269.51)		3	3/1/2019	Concur
16	ASI-010	5/3/2019	Kitchen Security Closure	\$10,995.00		6/27/2019	\$10,995.00	\$10,995.00		4	6/13/2019	Owner Requested - Concur
17	ASI-011	3/5/2019	Fire Sprinkler Crossing at A131	\$0.00				\$0.00				Clarification only
18	ASI-012	3/22/2019	Auditorium Aisle Dimension	\$0.00				\$0.00				Clarification only
19	Email	2/27/2019	Building Fiber Connection	\$25,362.00		9/19/2019	\$25,362.00	\$25,362.00		6	9/19/2019	Owner's Vendor - Omitted from GMP; Concur
20	Email	5/1/2019	Rough-in to Exterior Cameras	\$6,047.00		9/3/2019	\$6,047.00	\$6,047.00		5	9/3/2019	Owner Requested - Concur
21	Email	5/3/2019	Access Control Hardware Coordination	(\$236.00)		6/27/2019	(\$236.00)	(\$236.00)		4	6/13/2019	Concur
22	ASI-013	5/9/2019	Gym Dimension Clarification	\$0.00				\$0.00				Clarification only
23	Email	2/4/2019	Audio System Coordination	\$8,153.60		6/27/2019	\$8,153.60	\$8,153.60		4	6/13/2019	Concur
24	ASI-014 R2	5/24/2019	FACS & Career Tech Coordination	\$35,581.00		9/3/2019	\$35,581.00	\$35,581.00		5	9/3/2019	Owner Requested - Concur
25	Submittal	3/21/2019	Omit Motorized Bases for Light Fixture M2	(\$1,990.00)			(\$1,990.00)	(\$1,990.00)		8		Concur
26	RFI #082	4/10/2019	Translucent Panel Steel Angle	\$0.00			\$0.00	\$0.00				Use S-100 of allowance per S-000 Structural Steel Note 6
27	Email	6/12/2019	Additional Slab Reinforcement for Terrazzo Area	\$4,016.00		6/27/2019	\$4,016.00	\$4,016.00		4	6/13/2019	Concur - Uses reinforcing allowance from Bid Form
28	Email	6/12/2019	Hook-up Commercial Washer & Dryer in Existing Cafeteria Dishroom									Owner Requested - Awaiting CM Pricing
29	Email	6/12/2019	Irrigation for Football Practice Field	\$20,034.41		9/3/2019	\$20,034.41	\$20,034.41		5	9/3/2019	Owner Requested - Concur
30	Email	6/21/2019	Substitute DecoFloor for Primecoat Resinous Flooring	(\$3,000.00)		9/3/2019	(\$3,000.00)	(\$3,000.00)		5	9/3/2019	Concur
31	ASI-015 R1	6/25/2019	Media Center Coordination	\$9,368.30		9/3/2019	\$9,368.30	\$9,368.30		5	9/3/2019	Owner Requested - Concur
32	RFI #090	6/7/2019	Add 4 Floor Drains to Second Floor at Restrooms	\$4,426.09		9/3/2019	\$4,426.09	\$4,426.09		5	9/3/2019	Concur
33	ASI-016 R1	6/26/2019	Median Paving Section	\$1,725.00		9/19/2019	\$1,725.00	\$1,725.00		6	9/19/2019	Concur
34	Email	7/2/2019	Omit FACS Teaching Station Sink	(\$761.23)		9/3/2019	(\$761.23)	(\$761.23)		5	9/3/2019	Concur
35	Email	6/5/2019	Custom Metal Coping Color	\$10,300.00		9/3/2019	\$10,300.00	\$10,300.00		5	9/3/2019	Concur
36	ASI-017 R1	7/23/2019	Foundation Vapor Barrier Details & Stage Ramp Landing Dimension	\$0.00			\$0.00	\$0.00				Clarification only
37	ASI-018	7/29/2019	IDU/ Mid MOD Electrical Receptacles	\$0.00				\$0.00				Clarification only
38	Email	7/24/2019	Resinous Seamless Shower Wall System	\$28,964.10		9/3/2019	\$28,964.10	\$28,964.10		5	9/3/2019	Omitted from GMP - Concur
39	Email	8/8/2019	Irrigation for Soccer Practice Fields	\$18,367.55		9/3/2019	\$18,367.55	\$18,367.55		5	9/3/2019	Owner Requested - Concur
40	ASI-019	8/9/2019	TrueTouch Coordination	\$2,398.00		9/19/2019	\$2,398.00	\$2,398.00		6	9/19/2019	Owner Requested - Concur
41	Email	8/15/2019	Add one flammable storage cabinet at Science Lab C143 and C219	\$1,845.00		9/19/2019	\$1,845.00	\$1,845.00		6	9/19/2019	Owner Requested - Concur
42	ASI-020	8/20/2019	Art & Testing Storage Shelving	\$7,353.00		9/19/2019	\$7,353.00	\$7,353.00		6	9/19/2019	Owner Requested - Concur
43	RFI #108	8/20/2019	Additional Data Bores	\$497.00		9/19/2019	\$497.00	\$497.00		6	9/19/2019	Concur
44		10/4/2019	Transfer Contingency to Furniture Project	\$37,018.56		10/14/2019	\$37,018.56	\$37,018.56		7	10/14/2019	Concur
45	Email	7/6/2019	Water Line Repairs on Gore Blvd.	\$2,613.94			\$2,613.94	\$2,613.94		8		Concur
46	Email	12/9/2019	Duct for Gyp. Bd. Headers Above Corridor Lockers	(\$7,319.00)			(\$7,319.00)	(\$7,319.00)		6		Concur
47	ASI-025	11/6/2019	Vestibule C127 Furr Down	\$2,705.44			\$2,705.44	\$2,705.44		8		Concur
48	RFI #145	11/25/2019	Safe Room Wall Types 3 and 3A	\$5,000.00			\$5,000.00	\$5,000.00		8		Concur

Item	ASI No.	Date	Description	Proposed	Acceptance Required Date	LPS Acceptance Date	Accepted Change Amount	Working Estimate	PCO No.	CO No.	CO Date	Comments
49	Email	10/23/2019	Commons Canopy	\$68,440.00			\$68,440.00	\$68,440.00		8		Omitted from GMP - Concur
50	Email	12/17/2019	Concrete Backfill Board	\$14,311.35			\$14,311.35	\$14,311.35		8		Omitted from GMP - Concur
51	Email	12/17/2019	Welded Academic Lockers	\$47,478.00			\$47,478.00	\$47,478.00		8		Concur
52	Email	11/22/2019	Aggregate Base for Courtyard Paving	\$23,838.63			\$23,838.63	\$23,838.63		8		Concur
Totals To Date				(\$540,560.16)			(\$540,560.16)	(\$540,560.16)				Negative = Remaining Contingency Amount
				\$1,959.00	CO #1		\$1,959.00	\$1,959.00				Use of contingency; No Change to Contract Sum
				\$54,002.37	CO #2		\$54,002.37	\$54,002.37				Use of contingency; No Change to Contract Sum
				(\$2,784.19)	CO #3		(\$2,784.19)	(\$2,784.19)				Increases contingency; No Change to Contract Sum
				\$22,928.60	CO #4		\$22,928.60	\$22,928.60				Use of contingency; No Change to Contract Sum
				\$129,307.22	CO #5		\$129,307.22	\$129,307.22				Use of contingency; No Change to Contract Sum
				\$39,180.00	CO #6		\$39,180.00	\$39,180.00				Use of contingency; No Change to Contract Sum
				\$37,018.56	CO #7		\$37,018.56	\$37,018.56				Use of contingency; Deduct from Contract Sum
				\$155,078.28	CO #8		\$155,078.28	\$155,078.28				Use of contingency; Deduct from Contract Sum

Original Contract Amount		\$10,939,373.00		5/11/2020
Change Order Summary		Date Executed	New Completion Date	
GMP #2		10/22/2018	\$16,599,241.00	5/11/2020
GMP #3		11/15/2018	\$7,941,005.00	5/11/2020
GMP #4		2/21/2019	\$2,493,900.00	5/11/2020
Change Order No. 1		1/17/2019	\$0.00	5/11/2020
Change Order No. 2		2/21/2019	\$0.00	5/11/2020
Change Order No. 3		3/12/2019	\$0.00	5/11/2020
Change Order No. 4		6/27/2019	\$0.00	5/11/2020
Change Order No. 5		9/3/2019	\$0.00	5/11/2020
Change Order No. 6		9/19/2019	\$0.00	5/11/2020
Change Order No. 7		10/14/2019	(\$27,018.56)	5/11/2020
Change Order No. 8			\$0.00	5/11/2020
Subtotals			\$26,997,127.44	
Revised Contract Sum			\$37,936,500.44	

Southern Plains Electric, Inc.

2006 NW Williams Drive

Lawton, OK 73507

580-355-2517

License # 19913

Deduct

August 1, 2019

TO: Crossland

Attn: Josh

Southern Plains Electric, Inc. is pleased to give a deduct on our light price for the type M2. The lighting manufacture is giving back \$124.38 for each M2. There are 16 type M2 lights. This deduct is based on them being none motorized. If you have any questions, please call Dustin Self at 580-678-7467.

Total deduct- \$1,990.08

Sincerely,

Dustin Self

VP

CROSSLAND

CONSTRUCTION COMPANY, INC.

408 NE 145th Place
Oklahoma City, OK 73013
tel 405.748.5043
fax 405.748.7214

Project: LPS EMS

Date: 02 December 2019

Subject: Water line replacement along Gore Blvd.

During the waterline replacement, Young contracting hit a 1" private water line that fed the wrestling room. During spring break, we contacted the School (Jeremy Tanner and Donald McCaig) and they were off but refereed us to the Brad (grounds guy). We looked and tried several methods to shut the water off, but no valve could be located. Young Contracting took the damaged line and crimped the pipe to reduce the amount of flow and to complete the water line replacement. The Monday following spring break the head custodian for the High school knew where the shut off was and shut the water off so we could repair. The water bill showed a substantial amount of water usage, from prior months we can base an average of 86,000 gallons per month and March's total being 413,000 gallons. I feel Young contracting could be responsible for 327,000 gallons or \$1,905.37. Young Contracting performed private and public utility locates and neither showed the water line that was hit. Crossland and Young worked diligently trying to find a way to shut off the water through the school and city but was unable to resolve. Knowing that everything was done, within our powers to immediately shut off and repair, I feel Young Contracting could be held liable for half of the water bill, \$952.69.

During the installation of the 8" water line (alongside of the High school) the city of Lawton made us place additional gate valves and shut offs so the City could isolate better. This included 2 additional valves on each side of the main line we tapped into (on Gore Blvd.) and a valve on the 6" fire line that fed the High School. During the installation of the 8" water line and while we were attempting to tap the main line on Gore Blvd., the City of Lawton was tracking that the line was supposed to be a 12" line and shut down Young Contracting. We had to turn the water back on and officially halted all additional work for the water line replacement. I was notified and worked with Fox Engineer (Cindy) and City Engineer (Azim) to get a resolution so we could complete prior to school resuming classes on Monday. Azim stated his model showed a 12" line was supposed to be installed and said all of his analysis for the new building were based on the 12" line. I then talked to Cindy about the line, who confirmed that it was supposed to be an 8" line. I notified Azim that we were approved to place an 8" and he said that he needed to check his calculations. All of this occurred in the morning. That afternoon Azim notified me that the 8" line would work since we have Pump on the fire line for the new EMS. The City of Lawton then gave Young contracting the green light to proceed with the water line the next morning. This stop resulted in a complete lost day of work. The work still had to be completed prior to school

CROSSLAND
CONSTRUCTION COMPANY, INC.

408 NE 145th Place
Oklahoma City, OK 73013
tel 405.748.5043
fax 405.748.7214

resuming on Monday and Young Contracting worked overtime on Saturday and Sunday to get completed and to get the road barricades removed and opened back up.

Crossland recommends the following:

1. LPS allow Crossland to use \$2,613.94 to pay the Utility Subcontractor
2. Crossland will write a check directly to the Utility Subcontractor for \$952.69

Should you have any questions or concerns regarding the letter please contact me at (405) 748-5043 or by e-mail at jjacox@crossland.com

Thanks,

Joshua Jacox
Project Manager
Crossland Construction Company Inc.

Young Contracting, L.L.C.

510 E. Memorial Rd., Suite A3 • Oklahoma City, Oklahoma 73114 • Ph 405-286-5588 • Fax 405-286-5589

May 9, 2019

Crossland Construction
408 NE 145th Place
Oklahoma City, OK 73013
Attn: Joshua Jacox

Re: ASI-004 Waterline loop/ waterline design change option 1-CO. 002
Eisenhower Middle School 2017-Lawton Public Schools
Subj: Additional cost due to required parts

Joshua,

On Tuesday 3/19/19 the City of Lawton shut down the existing 12" water line. During this shut down we discovered that the existing 6" line was being fed from two directions. The City of Lawton could not shut down the 6" line and Crossland's superintendent and project manager as well as Young Contracting superintendent and general superintendent were made aware of this. Young had to order extra materials for an extra tie in at Station 4.62 on drawing C.10, in order to hook up the existing 6" water line to the new 8" & 12" water line. This work was performed on Thursday 3/21/19 in order to get the school back on service.

Materials (attached)		\$1,227.90
Excavator	1 Day	\$ 281.20
Skid Steer	1 Day	\$ 137.50
Compactor	1 Day	\$ 137.50
Tool Truck	1 Day	\$ 175.00
4 man crew	5 hrs. @ 1.5 OT @ 192.37	\$ 961.87
Project Manager	1 hr. @ 80.	\$ 80.00
Subtotal		\$3,000.97
5% OH		\$ 150.04
10% Profit		\$ 315.10
2.9% bond		\$ 100.51
Total Proposal		\$3,566.63

Respectfully submitted,


Michael L. Young
General Manager
Ph: 405.286.5588
Cell: 405.833.6992

FERGUSON®

WATERWORKS

KD COPY

EMAIL DUPLICATE INVOICE

FEI-WW BROKEN ARROW #1895
P.O.BOX 847411
DALLAS, TX 75284-7411

Deliver To: 55000 B317748
From: Zachary Wolfe
Comments:

Please Contact With Questions:
888-637-3505

Invoice Number	Customer	Page
0609850	29406	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE --> 1227.90

FEI-WW BROKEN ARROW #1895
P.O.BOX 847411
DALLAS, TX 75284-7411

Sold To:

YOUNG CONTRACTING LLC
510 E MEMORIAL RD STE A-3
Y1821-EISENHOWER MIDDLE SCHOOL
OKLAHOMA CITY, OK 73114

Ship To:

COUNTER PICK UP
1501 S CENTRAL AVE
OKLAHOMA CITY, OK 73129-8355

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
1832	1832	OKE	6" MATERIAL	HKB	Y1821-EISENHOWER MIDDLE SC	03/21/2019	41259

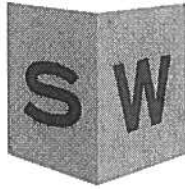
Ordered	Shipped	Item Number	Description	Unit Price	UM	Amount
3	3	SSLCX6	6 PVC WDG REST GLND *ONELOK E-COAT	28.130	EA	84.39
5	5	SSLCX8	8 PVC WDG REST GLND *ONELOK E-COAT	49.510	EA	247.55
42	42	PSMJTHBNFP	3/4X4 MJ T-HEAD N&B	1.460	EA	61.32
3	3	IMJGAU	6 SBR MJ GSKT	3.390	EA	10.17
4	4	IMJGAX	8 SBR MJ GSKT	4.564	EA	18.28
1	1	PSVB562SW	2PC SCRW 16T/24B COMP CI VLV BX WTR	55.000	EA	55.00
1	1	MA236223UOL	6 MJ RW OL GATE VLV FULL DI	507.710	EA	507.71
1	1	MJRLAXU	8X6 MJ C153 RED L/A	68.500	EA	68.50
1	1	MJTLAX	8 MJ C153 TEE L/A	175.000	EA	175.00

Invoice Sub-Total 1227.90
Tax 0.00
Total Amt 1227.90

TOTAL DUE --> 1227.90

ALL ACCOUNTS ARE DUE AND PAYABLE PER THE CONDITIONS AND TERMS OF THE ORIGINAL INVOICE. ALL PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE AT THE MAXIMUM RATE ALLOWED BY STATE LAW PLUS COSTS OF COLLECTION INCLUDING ATTORNEY FEES IF INCURRED. FREIGHT TERMS ARE FOR OUR DOCK UNLESS OTHERWISE SPECIFIED ABOVE. COMPLETE TERMS AND CONDITIONS ARE AVAILABLE UPON REQUEST OR CAN BE VIEWED ON THE WEB AT <https://www.ferguson.com/content/website-info/terms-of-sale>
GOVT BUYERS: ALL ITEMS QUOTED ARE OPEN MARKET UNLESS NOTED OTHERWISE.

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.



SOUTHWEST

DRYWALL

Phone: (405)463-7171. FAX: (405)463-7173. 11609-A North Santa Fe Ave; OKC, OK 73114

Request for Change Order

<u>To:</u>	<u>Project Manager:</u>	<u>Cell Phone:</u>	<u>Email Address:</u>
Josh Jacox	Daniel Mendell	(405)464-5737	daniel@southwestdrywall.com

<u>Firm:</u>	<u>Project Name & Location:</u>	<u>Date Submitted:</u>
Crossland Construction	Eisenhower Middle School Lawton, OK	November 18, 2019

ASI #129 Deduct material and labor to install gyp from 6" above ceiling to deck @ furr downs in hallways and classrooms for areas B & C. Approximately 4,020 SF.

Request for Change Order #008:

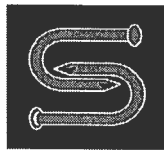
Material	\$2,600.00
Labor	\$3,738.00
OH & P	\$983.00
 Total	 \$7,319.00

Thank You,

Daniel Mendell
Estimator
Southwest Drywall

LPS New EMS
ASI-025 Tabulation

Subcontractor	Price	Trade	Comments
Sheffield	\$ 374.44	Paint	
SW Drywall	\$ 1,197.00	Gyp. Bd. Assembly	No breakdown
DMG	\$ 1,134.00	Masonry	
Total	\$ 2,705.44		



SHEFFIELD

construction LLC

90 NE 20th
Lawton, OK 73507
Office (580)353-6615
Fax (580)353-1718
Cell (580)917-2995

ASI 025

Provide labor and material to complete stain and painting:

Tape, bedd, finish and paint the furr down per ASI 025
sheet A-111c

\$ 320.00

Subtotal	\$	320.00
Overhead	\$	32.00
Profit	\$	16.00
Bond	\$	6.44
Total	\$	374.44

Eisenhower Middle School
CHANGE ORDER REQUEST

Contractor: Crossland
Subcontractor: 0 Date: #####
Subcontractor COR Number: 0 Change Order Document / RFI: 0

Description of Change: Add CMU cap block to wall ASI .025

Direct Labor Subtotal:	\$ 812.00	Onsite Man-hours:	<u>18</u>
Material Subtotal:	\$ -		
Equipment Subtotal:	\$ 170.00		
Vendor/Subcontracts Subtotal:	\$ -		
Total Direct Cost:	\$ 982.00		
10% Overhead:	\$ 98.20		
Direct Cost & Overhead:	\$ 1,080.20		
5% Profit:	\$ 54.01		
Total Change Amount:	\$ 1,134		

Schedule Impact: _____ additional work days are requested.
Schedule Impact Description:

Exclusions: _____

Thank you,

Estimator /PM
Shawn Daffern
817-748-0880

Subcontractor Change Proposal / Cost Breakdown Form

Date : 11/11/2019

Architect Name: _____

Contractor Name: Crossland

Subcontractor Name: _____

Project Name: Eisenhower Middle School

(Check One)

Subcontractor COR : _____

Initiated By: Owner/Architect ☐

GC Job Number: _____

GC ☐

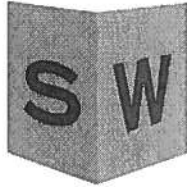
Reference Change Proposal Request Number: _____

Subcontractor ☐

Brief Description of Proposed Change: _____

Add CMU cap block to wall ASI .025

Item/Description	Quantity	Unit	Unit Cost	Amount		
				Material	Labor	Equip/Sub
Labor						
Foreman	2	HR	\$60.00		\$120.00	
Bricklayer	6	HR	\$38.00		\$228.00	
Operator	4	HR	\$35.00		\$140.00	
Laborer	6	HR	\$30.00		\$180.00	
Safety Coordinator	0	HR	\$42.00		\$0.00	
per diem	18	HR	\$8.00		144	
Material						
Brick	0	EA	\$0.65	\$0.00		
8"CMU Cap	0	EA	\$2.00	\$0.00		
CMU Mortar	0	YD	\$310.00	\$0.00		
Brick Mortar	0	YD	\$300.00	\$0.00		
Grout	0	YD	\$180.00	\$0.00		
Rebar	0	TON	\$900.00	\$0.00		
Reinforcing Wire	0	LF	\$0.50	\$0.00		
Wall Ties/Fasteners	0	EA	\$1.75	\$0.00		
Mortar Net/Weeps	0	LF	\$3.00	\$0.00		
Anchors/Fasteners	0	EA	\$7.50	\$0.00		
Cast Stone/GFRC Material	0	LS	\$0.00	\$0.00		
Granite Material	0	LS	\$0.00	\$0.00		
Tools/Equipment						
Forklift	1	DAY	\$150.00			\$150.00
Scaffold	0	SF	\$0.75			\$0.00
Misc. Equipment (ie. mixers, saws, etc.)	1	DAY	\$20.00			\$20.00
saw & mixer	0	DAY	\$150.00			\$0.00
hamer drill & bits	0	DAY	\$10.00			\$0.00
Sub Contract						
		LS				\$0.00
Sub Totals:				\$0.00	\$812.00	\$170.00
Sales Tax:					\$0.00	
Sub Totals:				\$0.00	\$812.00	\$170.00



SOUTHWEST

DRYWALL

Phone: (405)463-7171. FAX: (405)463-7173. 11609-A North Santa Fe Ave; OKC, OK 73114

Request for Change Order

<u>To:</u>	<u>Project Manager:</u>	<u>Cell Phone:</u>	<u>Email Address:</u>
Josh Jacox	Daniel Mendell	(405)464-5737	daniel@southwestdrywall.com

<u>Firm:</u>	<u>Project Name & Location:</u>	<u>Date Submitted:</u>
Crossland Construction	Eisenhower Middle School Lawton, OK	November 27, 2019

RFI #145 add gyp (1,980 SF) to one side of wall type 3 to deck in corridor B144

Request for Change Order #009:

Material	\$1,972.00
Labor	\$2,357.00
OH & P	\$671.00
 Total	 \$5,000.00

Thank You,

Daniel Mendell
Estimator
Southwest Drywall



111 S.W. Texas • P.O. Box 1646 • Lawton, OK 73502
580/353-3878 • Fax 580/355-7113

DATE: December 17, 2019

TO: Crossland Construction Company

REF: Eisenhower Middle School – Canopy

Provide and install Hanger Rod Canopy as shown on drawing sheet A-111a.

Total Bid \$ 68,440.00

Stephen Eschiti
Estimator/Project Manager
Brox Industries, LLC
P: 580-353-3878
F: 580-355-7113

CROSSLAND
CONSTRUCTION COMPANY, INC.

408 NE 145th Place
Oklahoma City, OK 73013
tel 405.748.5043
fax 405.748.7214

Project: LPS Eisenhower Middle School
Date: 12 December 2019

Subject: Duraskirt on exterior of building

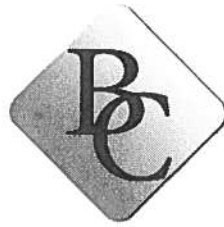
This is a pricing request to provide and place Duraskirt along the exterior of the building as shown on detail 10 on A-510.

1. Material: \$6,721.44
2. Labor: \$5,600.00 (160 man-hours at \$35.00 per hour)
3. Subtotal: \$12,321.44
4. OH&P (15%): \$1,848.22
5. Bond (1%): \$141.70
6. Total: \$14,311.35

Should you have any questions or concerns regarding the letter please contact me at (405) 748-5043 or by e-mail at jjacox@crossland.com

Thanks,

Joshua Jacox
Project Manager
Crossland Construction Company Inc.



BEST COMPANIES
SPECIALTY PRODUCTS SINCE 1971

12/17/19

Josh Jacox

Crossland Construction Company, Inc.

RE: Eisenhower Middle School - Add Cost to Change Corridor Lockers to All Welded Lockers:

Josh,

The ADD cost to change the Corridor Lockers from KD Knocked Down Construction Lockers to All Welded Lockers is as follows:

- Materials, Freight & Labor: \$47,478.00.

Please let me know if you have any questions or need further information.

Thank you,

Chris Harrell
Best Companies, Inc.



14801 BRISTOL PARK BLVD. EDMOND, OK 73013 P 405.840.1077 F 405.840.5277

WWW.BESTCOMPANIESOK.COM

CROSSLAND
CONSTRUCTION COMPANY, INC.

408 NE 145th Place
Oklahoma City, OK 73013
tel 405.748.5043
fax 405.748.7214

Project: LPS Eisenhower Middle School
Date: 20 December 2019

Subject: Limestone screenings on the courtyard

This is a pricing request to place with 8 inches of limestone screenings for approximately 6000 square feet on top of soil. Price includes all necessary labor, equipment, and material to place per the attached drawings / detail on page 2 of this document.

1. Subtotal: \$20,524.00
2. OH&P (15%): \$3,078.60
3. Bond (1%): \$236.03
4. Total: \$23,838.63

Should you have any questions or concerns regarding the letter please contact me at (405) 748-5043 or by e-mail at jjacox@crossland.com

Thanks,

Joshua Jacox
Project Manager
Crossland Construction Company Inc.

Kathy Bentley

From: Cory Miller <Cory.Miller@aipok.com>
Sent: Monday, January 6, 2020 2:55 PM
To: Kathy Bentley
Cc: Tom Thomas; Don McCaig; Peggy Whittington; Lance Gibbs (lancegibbs@lawtonps.org); Keri (Keri@tngconst.com)
Subject: LPS MHS HVAC - Change Order #2
Attachments: LPS MHS HVAC - Change Order #2.pdf

*****CAUTION: EXTERNAL EMAIL - Think before you click or open attachments! *****

Kathy,

I am attaching Change Order #2 for the LPS MacArthur High School Auditorium & Admin HVAC Renovation project for approval.

This change order authorizes use of contingency to provide four duct smoke detectors as required by the City of Lawton mechanical inspector. This is a compromise due to conditions discovered during construction. The renovation design used a return air plenum in the admin area to match the existing construction. However, it was discovered during demolition that there is combustible material and non-plenum-rated cabling above the ceiling. These items are not allowed in return air plenums per code. The contractor has revised the duct design to provide ducted returns for the main runs. The inspector is allowing transfer grilles between rooms in the same zone to minimize ductwork if duct detectors are added by this change order.

Thank you,
Cory S. Miller, NCARB
Sr. Project Manager/ Associate



Architects in Partnership

3220 Marshall Avenue | Norman, OK 73072
P: 405.360.1300 x215 | F: 405.360.1431 | C: 405.512.9662
cory.miller@aipok.com
www.aipok.com

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Please consider the environment before printing this email

**AIA®****Document G701™ – 2017****Change Order**

PROJECT: *(Name and address)*
 #1911 LPS-MacArthur High School
 HVAC Renovation
 Lawton, Oklahoma

CONTRACT INFORMATION:
 Contract For: General Constuction
 Date: November 21, 2019

CHANGE ORDER INFORMATION:
 Change Order Number: 002
 Date: January 6, 2020

OWNER: *(Name and address)*
 Lawton Public Schools
 P.O. Box 1009
 Lawton, OK 73502-1009

ARCHITECT: *(Name and address)*
 Architects in Partnership, LLC
 3220 Marshall Avenue
 Norman, OK 73072

CONTRACTOR: *(Name and address)*
 RCJ Construction, Inc.
 800 S.E. 1st Street
 Lawton, OK 73501

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Contingency Amount: \$10,000

Add duct detectors for 4 Split System Units: \$2,536.56

Remaining Contingency Amount: \$7,463.44

Net Change to Contract Sum: \$0.00

The original Contract Sum was	\$	580,818.90
The net change by previously authorized Change Orders	\$	41,820.71
The Contract Sum prior to this Change Order was	\$	622,639.61
The Contract Sum will be unchanged by this Change Order in the amount of	\$	0.00
The new Contract Sum including this Change Order will be	\$	622,639.61

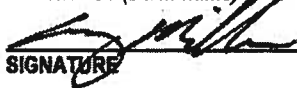
The Contract Time will be unchanged by Zero (0) days.
 The new date of Substantial Completion will be unchanged

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Architects in Partnership, LLC

ARCHITECT *(Firm name)*



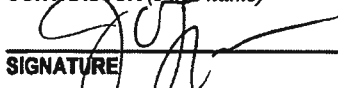
SIGNATURE

Cory Miller Sr. Project Mgr/Associate
PRINTED NAME AND TITLE

January 6, 2020
DATE

RCJ Construction, Inc.

CONTRACTOR *(Firm name)*



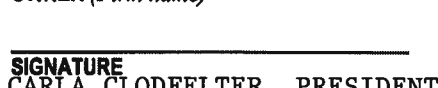
SIGNATURE

J.C. Grayson President
PRINTED NAME AND TITLE

January 6, 2020
DATE

Lawton Public Schools

OWNER *(Firm name)*



SIGNATURE

CARLA CLODFELTER, PRESIDENT
 LAWTON BOARD OF EDUCATION
PRINTED NAME AND TITLE

DATE

RCJ Construction

800 SE 1st Street
Lawton Oklahoma 73501
Phone 580-248-6637
Fax: 580-248-4431

SHEET 1 OF 1 SHEETS

CHANGE ORDER #002

Owner: **Lawton Public Schools**
Address: **PO Box 1009**

Job Name: **LPS HVAC Renovation**
Location: **MacArthur High School**

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the Work as altered by the following provisions.

Duct Detectors for 4 Split System Units	\$2,096.33
10% OH	\$209.63
10% Profit	\$230.60
TOTAL	\$2,536.56

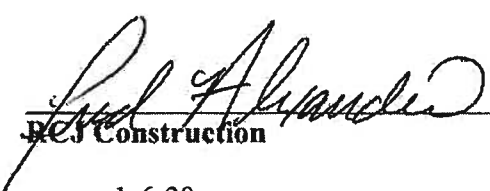
CHANGE IN CONTRACT AMOUNT

Due to this change the Contract Amount:
Will Increase by .

CHANGE IN CONTRACT TIME

Due to this change the Contract Time:
Is Unchanged by Calendar Days

ORIGINAL CONTRACT AMOUNT: **\$580,818.90**
PREVIOUS CHANGE ORDERS: **\$41,820.71**
PREVIOUS CONTRACT AMOUNT: **\$622,639.61**
THIS CHANGE ORDER:
NEW CONTRACT AMOUNT: **\$622,639.61**


RCJ Construction

1-6-20
Date

Architects in Partnership

Date



1/7/2020

Dr. Laura Puccino
Lawton Public Schools
MacArthur High School
4400 E. Gore Blvd
Lawton, OK 73501

Dear Dr. Puccino,

This letter confirms a contract/agreement to provide services on 4/24 and 5/8, 2020.

The services will include:

- ☒ Staff development for 2 day(s) (MAX Teaching)
- ☐ Classroom Modeling for 0 day(s) (four classes per day)
- ☐ NOCTI/DATA Analysis for 0 day(s)
- ☐ Embedded Coaching for 0 day(s)
- ☐ Other _____

MAX Teaching, Inc. invoice will include the consultant fee of \$3800.00 for each day. This price includes all expenses except for 80 books requested for the training @\$25.40 plus shipping.

Total fee for services and materials will be \$9824.00

Should you cancel event, MAX Teaching requires reimbursement for any costs incurred (usually airfare)

Todd Luke will be conducting the workshop. If you need to contact your consultant directly before the workshop, contact todd@maxteaching.com or 724-859-5968

Regards,

Todd Luke, M. Ed. President
MAX Teaching
176 Lairds Crossing Road
Worthington, PA 16262
Office: 404-441-7008
Cell: 724-859-5968
Fax: 866-234-1432

CARLA CLODFELTER, PRESIDENT
LAWTON BOARD OF EDUCATION



**P.O Box 1009
753 N.W. Fort Sill Boulevard
Lawton, OK 73502-1009
580-357-6900**

OK Works for All (OKWFA) Commitment Letter

Lawton Public Schools commits to the Oklahoma Works for All (OKWFA) pilot initiative and supports the goal of improving the employment and financial outcomes for students with intellectual disabilities. We agree to promote, implement and support the activities and timelines associated with OKWFA in collaboration with the Oklahoma State Department of Education, the Oklahoma Family Network, the OUHSC Center for Learning and Leadership, Oklahoma LEND, and Cross Sector Innovations.

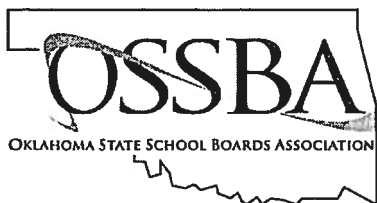
For the length of the study (up to four full years after the initial training in fall 2019), Lawton Public Schools agrees to:

- Reach out to families by mailing invitation letters to potential participants.
- Collaborate with OKWFA to schedule trainings for students, teachers, and families.
- Support faculty participation in the Charting the LifeCourse training conducted by the Oklahoma Family Network and the Center for Learning and Leadership.
- Communicate with all OKWFA partners.
- Collect information about student and family engagement in transition planning and IEP team meetings.

Superintendent's Signature

Special Education Director's Signature

CARLA CLODFELTER, PRESIDENT
LAWTON BOARD OF EDUCATION



Oklahoma State School Board
Policy Services Department
2801 N. Lincoln Blvd.
Oklahoma City, OK 73105

405-528-3571

I, *Tom Thomas*, Interim Superintendent of Lawton Public Schools hereby contract with Oklahoma State School Boards Association for a review of our current policy manual. The Policy Manual will be reviewed for:

- Usability – can a needed policy be easily found, changed, or added?
- Legality – are the current policies reflective of state and federal laws and State Department of Education Regulations?
- Thoroughness – are all required policies included in the current manual, and if not, which ones are needed?
- Additional features – are policies indexed and is a table of contents included?

The cost of this service is \$1,500 for a ten-hour review of the policy manual. Following the review, a letter will be mailed to the superintendent. This review letter will contain detailed information as to the deficiencies, contradictions, and duplications within the existing policy manual. In addition, the letter will contain a listing of all the policies that are required by law and accreditation standards that are missing from the current policy manual.

Policies required by law or state accreditation that are missing from your manual may be purchased at the rate of \$50 per policy needed.

Presented by

Accepted by

Julie L. Miller
Director of Policy Services


Superintendent

Date _____

CARLA CLODFELTER, PRESIDENT
LAWTON BOARD OF EDUCATION

OKLAHOMA STATE SCHOOL BOARDS ASSOCIATION
2801 N. Lincoln Blvd., Suite 125
Oklahoma City, OK 73105
405.528.3571 • 888.528.3571
405.528.5695 fax • www.ossba.org

RENAISSANCE®

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote
2221316

Lawton Senior High School - 218268
601 NW Fort Sill Blvd
Lawton, OK 73507-6601
Contact: Charlotte Oates - (580) 355-5170
Email: coates@lawtonps.org

Reference ID: 441705
Created: 12/05/2019

Quote Summary

School Count: 1

Renaissance Products & Services Total	\$2,261.00
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$2,261.00

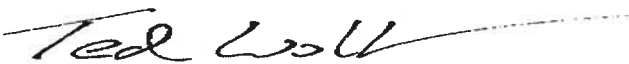
This quote includes: Renaissance Star 360.

This Quote and your use of the Applications, the Hosting Services and Services are subject to the terms and conditions you or your state department, district, purchasing cooperative or archdiocese previously agreed to with Renaissance which terms and conditions are incorporated herein. To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice pursuant to this Quote on the Invoice Date you specify below. If no Invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote. If your organization requires a purchase order prior to invoicing, please check the box below and issue your purchase order to the Renaissance address below no later than 15 days prior to the Invoice Date. Payment is due net 30 days from the Invoice Date.

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Please check here if your organization requires a purchase order prior to invoicing: [☐]

Renaissance Learning, Inc.	Lawton Senior High School - 218268
	By:
Name: Ted Wolf	Name: CARLA CLODFELTER
Title: VP - Corporate Controller	Title: PRESIDENT, LAWTON BOARD OF EDUCATION
Date: 12/05/2019	Date:
	Invoice Date:

Mail: PO Box 8036, Wisconsin Rapids, WI 54495-8036
Fax: (877)280-7642
Email: electronicorders@renaissance.com
Phone: (877)444-3172

If changes are necessary, or additional information is required, please contact your account executive Susie Beauchamp at (866)559-6571, Thank You.

RENAISSANCE®

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote

2221316

This quote is valid for 30 days. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote Details					
Lawton Senior High School - 218268					
Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Renaissance Applications					
Star 360 Subscription Add-On	01/01/2020 - 06/30/2020	323	\$7.00	\$0.00	\$2,261.00
Lawton Senior High School Total				\$0.00	\$2,261.00

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State of Oklahoma
Office of Management and Enterprise Solutions
Division of Capital Assets Management
Property Distribution Department

Application for Eligibility for
Federal Property Donation
Program to Receive Federal
Surplus Property
(41 CFR 101-44.207)

I-A. ORGANIZATION INFORMATION:

1. GENERAL INFORMATION

LAWTON PUBLIC SCHOOLS

Name of Organization mailing address: PO BOX 1009, LAWTON, OK 73502

753 FORT SILL BOULEVARD LAWTON OK 73502
Street Address City State Zip

1009 COMANCHE 73-6029956
PO Box Number County Federal ID Number

580-357-6900 580-585-6405 kbentley@lawtonps.org
Phone Number Fax Number Email nmcquaide@lawtonps.org

2. APPLICANT STATUS - check one (see instructions):

☒ Public Agency including Public Schools (tax supported) ☐ Nonprofit, Tax-exempt Organization

3. APPROVAL, ACREDITATION AND LICENSING (see instructions)

☒ No ☐ Yes, by: _____

4. SOURCE OF FUNDING - check one and attach supporting documentation

☒ Tax Supported ☐ Grant ☐ Contributions ☐ Other _____

Has the organization been determined to be tax exempt under Section 501 of the Internal Revenue Code of 1954?

☒ No ☐ Yes (attach a copy of the letter)

5. TYPE OR PURPOSE OF ORGANIZATION - check one (see instructions):

☐ City ☐ Hospital ☒ School District
☐ Child Care Center ☐ Library ☐ School for the Physically Disabled
☐ Clinic ☐ Medical Institution ☐ School for the Mentally Disabled
☐ College or University ☐ Museum ☐ Secondary School
☐ County ☐ Preschool ☐ Sheltered Workshop Training Program
☐ Elementary School ☐ Program for Older Individuals ☐ State
☐ Health Center ☐ Provider of Assistance to Homeless/Impoverished ☐ Radio/TV Station
☐ Other _____

6. AUTHORIZATION (must be CEO/Director of organization):

Tom Thomas 1/6/2020
Signature of Authorized Official Date Signed

DR. TOM THOMAS
Name (Type/Print)

INTERIM SUPERINTENDENT
Title

I-B. APPLICATION INSTRUCTIONS:

2. APPLICANT STATUS:

Tax supported organizations qualify as a public agency. This includes all city, county and state government offices as well as public schools, public hospitals, etc.

Also included as a public agency is any rural fire department that has obtained its "Certificate of Incorporation" from the Secretary of State's office pursuant to 18 O.S. §594. A copy of the Certificate of Incorporation issued by the Secretary of State must be attached to this application.

Non-profit / tax exempt organizations are not always eligible to qualify for this program. Non-profit / tax exempt organizations must provide an accredited education service (school, including non-profit / tax exempt child day care agency) or be a licensed health facility (clinic, hospital, etc.) to be eligible for the program.

ALL non-profit organizations must provide a written detailed description of the program/service offered by the organization, including a description of facilities it operates.

3. APPROVAL, ACREDITATION AND LICENSING

- Has the organization been determined to be tax exempt pursuant to the Internal Revenue Code Section 501(c)(3)? If yes, a copy of the determination letter issued by the Internal Revenue Service must be attached.
- If state law requires the organization to be licensed, a current copy of the license must be attached. An updated copy must be submitted each time the license is renewed in order to maintain a current copy on file.
- If the organization is a school that is not listed in the Department of Education's Directory, such as certain private schools, letters from three (3) facilities of higher education which state they will accept the organization's students must be attached.

5. TYPE OR PURPOSE OF ORGANIZATION:

Categories in this section are self-explanatory. Additional information required for clarification includes:

- Museums must meet specific criteria, i.e. employs at least one full time staff member, etc.
- Program for Older Individuals means a program which operates under the Older Americans Act.
- Homeless shelters and/or organizations which provide assistance to the needy. These organizations **MUST** provide:
 - A letter from a city, county or state official confirming their operation.
 - The approximate number of persons served per month: _____

I-C. PROPERTY DISTRIBUTION DECISION - (FOR PROPERTY DISTRIBUTION USE ONLY.)

☒ Eligible, Donee Code: 110 - 640

☐ Ineligible, explanation: _____

Eligibility Expiration Month: _____ Year: _____ Date Entered into the System _____

Check Code: ☒ P ☐ N ☐ L ☐ S ☐ D Entered by: T. MEEK

Property Distribution Administrator Signature

Date Signed

ROGER STONE

Name (Type/Print)

II. PROGRAM PARTICIPATION CONDITIONS:

1. COMPLIANCE – By signing a distribution document (invoice), the organization agrees:

- a. To use the surplus property only in the official program which the organization represents; AND
- b. To put the surplus property into use within 12 months and to use it for at least 12 months; AND
- c. To use certain items (such as vehicles) for eighteen (18) months or longer (These items are distinguished by a red compliance stamp on the invoice.); AND
- d. That the organization will not sell, loan, or trade the property, or tear it down for parts, unless such action has PRIOR approval from the Property Distribution Program; AND
- e. To pay applicable fees to the U.S. Government, if the property is not used according to the compliance agreement.

2. ALLOCATION OF PROPERTY TO DONEES:

Mail or deliver the completed DCAM/PROPERTY Form 004 with any required attachments to the Division of Capital Assets Management, Property Distribution Department, 3100 N. Creston, Oklahoma City, OK 73111. After review of the application, a written of the organization's eligibility will be mailed to the address listed in the application. If the application is incomplete, the organization will receive an explanation letter and instructions as to necessary information required to complete the application for eligibility.

Receipt of the eligibility letter authorizes the organization to use this program. Property stocked in a warehouse and yard may be viewed at your convenience during business hours of 8:00 a.m. to 4:30 p.m. They organization may acquire as much property as needed, as often as needed. However, all items purchased must be relevant to the organization's program/service, e.g. a hospital may not acquire a fire truck.

3. PROCESSING INVOICES:

a. Service Charges:

All property acquired through this program is Federal property. There is a service/handling fee for all items processed by this office. Property Distribution charges are designed to provide items for costs lower than acquiring items from other sources.

b. Payment Authorization

All items are invoiced by the Property Distribution Warehouse Office and must be signed by an authorized person from the approved Donee organization.

The green copy of the invoice is given to the authorized person and the white and yellow copies are mailed the next day for payment. PLEASE RETURN THE YELLOW COPIES WITH PAYMENTS. If the yellow copy is not returned, the check or check stub must include the organization's Donee Code and Invoice Number.

c. Method of Payment

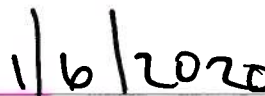
Invoices must be paid for with a check imprinted with the name of the approved organization for which the items were invoiced. NO EXCEPTIONS! Cash, money orders, personal checks, etc. are NOT acceptable.

It is acceptable to pay for more than one invoice with one check provided each invoice is for the same Donee organization. The box in the upper left corner of the invoice lists a Donee's assigned Donee code. Multiple Donee codes are NOT acceptable on one check.

AUTHORIZATION (must be CEO/Director of organization):



Signature of Authorized Official



Date Signed

DR. TOM THOMAS

Name (Type/Print)

INTERIM SUPERINTENDENT

Title

CARLA CLODFELTER, PRESIDENT
LAWTON BOARD OF EDUCATION

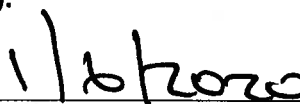
III. NONDISCRIMINATION ASSURANCE:

NAME OF ORGANIZATION: LAWTON PUBLIC SCHOOLS, the undersigned Donee hereby agrees that (a) the program, for or in connection with which any property is donated to the Donee, will be conducted in compliance with, and the Donee will comply with and will require any other person (any legal entity), who through contractual or other arrangements with the Donee is authorized to provide services or benefits under said program, to comply with all requirements imposed by or pursuant to the regulations of the General Services Administration (41 CFR 101-6.2 and 101-8) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, Section 303 of the Age Discrimination Act of 1975, and the Civil Rights Restoration Act of 1987, to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Donee received federal assistance from the General Services Administration; (b) this agreement shall be subject in all respects to the provisions of said regulations; (c) the Donee will promptly take, and continue to take, such action as may be necessary to effectuate this agreement; and, (d) the United States shall have the right to seek judicial enforcement of this agreement; and (e) this agreement shall be binding upon any successor in interest.

AUTHORIZATION (Signature of organization CEO/Director required.):



Signature of Authorized Official



Date Signed

DR. TOM THOMAS

Name (Type/Print)

INTERIM SUPERINTENDENT

Title

CARLA CLODFELTER, PRESIDENT
LAWTON BOARD OF EDUCATION

IV. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS:

Federal Executive Order #12549 requires the Oklahoma Federal Surplus Property to screen each Applicant Organization to determine whether the applicant has a right to obtain financial assistance/property in accordance with federal regulations on debarment, suspension, ineligibility and voluntary exclusion. Each applicant organization / covered contractor must also screen each of its covered subcontractors. In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

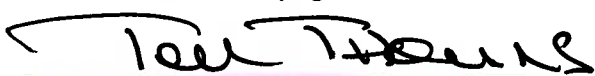
By signing and submitting this certification the Applicant Organization accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the Organization rendered an erroneous certification, in addition to other remedies available to the federal government, Oklahoma Federal Surplus Property, the United States General Services Administrator or any other federal department or agency, such entities may pursue available remedies, including suspension and/or debarment.
2. The Organization shall provide immediate written notice to the Agency to which this certification is submitted if at any time the Organization learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon material in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The Organization agrees by submitting this certification that, should eligibility to acquire property be granted, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Oklahoma Federal Surplus Property, the United States General Services Administration or any other federal department or agency.
5. The Organization further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contract" without modification, in all covered subcontracts in solicitation for all covered subcontracts.
6. The Organization may rely upon a certification of a potential subcontractor that is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. An Organization must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if an Organization in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the United States General Services Administration, or any other federal department or agency, as applicable, and/or Oklahoma Federal Surplus Property, such entities may pursue available remedies, including suspension and/or debarment.

Indicate in the appropriate space which statement applies to the covered potential contractor:

- ☒ The Applicant Organization certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Oklahoma.
- ☐ The Applicant Organization is unable to certify to one or more of the terms in this certification, and the Applicant Organization has attached hereto, an explanation for each of the above terms to which it is unable to make certification, and hereby certifies that the contents of the attachments is true and correct.

AUTHORIZATION (Signature of CEO/Director of organization required.):



Signature of Authorized Official



Date Signed

DR. TOM THOMAS

Name (Type/Print)

INTERIM SUPERINTENDENT

Title

CARLA CLODFELTER, PRESIDENT
LAWTON BOARD OF EDUCATION

V. DELEGATION OF THE AUTHORITY:

Any person listed below will be recognized as a representative of the Donee organization with the authority to sign for and pick up property. The organization agrees to pay for all invoices signed by those listed and be held liable for property being used as the program requires.

This list may be changed (persons added or deleted) by submitting applicable information on Organization letterhead, signed by the authorized official (not by one of the "representatives" listed on DCAM/PROPERTY Form 004) to the Property Distribution Department, Division of Capital Assets Management. The change request may be mailed or delivered to 3301 N. Creston, Oklahoma City, OK 73111; or faxed to (405) 425-2713.

AUTHORIZED ORGANIZATION REPRESENTATIVES:

Name (Print / Type)	Title	Signature
DONALD MCGEE	Facilities/Operations - MGR.	[Signature]

Check box below, if Property Distribution is to require a P.O. number before releasing any property.

☒ Purchase orders required for all invoices.

AUTHORIZATION (Signature of organization CEO/Director required.):

Name of Organization: LAWTON PUBLIC SCHOOLS

[Signature] 1/6/2020
Signature of Authorized Official Date Signed

DR. TOM THOMAS

Name (Type/Print)

INTERIM SUPERINTENDENT

Title

CARLA CLODFELTER, PRESIDENT
LAWTON BOARD OF EDUCATION

LAWTON PUBLIC SCHOOLS
PO BOX 1009
LAWTON, OKLAHOMA 73502

CONTRACT FOR CONSULTANT SERVICES

LAWTON PUBLIC SCHOOLS (LPS) HEREBY CONTRACTS WITH:

SEL (Social and Emotional Learning) Launchpad

TO PROVIDE CONSULTANT SERVICES AS LISTED BELOW:

Social and Emotional Learning (basics, data, components, & best practices) 4 full one day training dates & one parent night

CONSULTANT FEE (Fee should be **ALL INCLUSIVE** of all travel expenses) \$ 18,000.00

DATE(S) OF SERVICE: March 12, 2020, March 13, 2020, April 24th, 2020, & May 8, 2020

PLACE OF SERVICE: Lawton High School

CONSULTANT'S SPECIAL TERMS OR CONDITIONS: All expenses included in rate.

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

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

LPS CONTACT PERSON

Teresa Donahue

PHONE 580-357-6900 x 2054

E-MAIL tdonahue@lawtonps.org

CONSULTANT

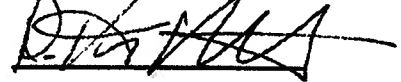
NAME (Print)

Rudolph Keeth Matheny

PHONE 417-850-5870

EMAIL coachrudy@me.com

SIGNATURE



BOARD OF EDUCATION APPROVAL

PRESIDENT, LAWTON BOARD OF EDUCATION

DATE OF APPROVAL

BROCKLAND

**Sixth Statement of Understanding Relating
to the Wide Area Network Leasing and Services Agreement**

between

Unite Private Networks, LLC
7200 NW 86th Street, Ste M
Kansas City, MO 64153

and

Lawton Public Schools
753 Fort Sill Blvd.
Lawton, OK 73507

NS 24210

Dated _____, 2019

Statement of Understanding Relating to the Wide Area Network Leasing and Services Agreement

This Statement of Understanding relates to the Wide Area Network Leasing and Services Agreement dated March 11, 2013 (the "Agreement") by and between Lawton Public Schools (the "District") and Unite Private Networks, LLC ("UPN") (collectively, the "Parties").

Recitals

A. UPN is in the business of leasing and providing WAN Services ("WAN Services") and WAN Facilities ("WAN Facilities") to school districts and other customers.

B. Following a competitive bidding process, the District selected UPN as the most cost-effective provider of leased WAN Services and WAN Facilities to the District.

C. In order to facilitate reconnection of the District's existing network to its site located at 6205 NW Ferris Avenue in Lawton, OK (the "*6205 NW Ferris Reconnect*"), the Parties have elected to exercise their options in the Agreement, as described in more detail below.

Statement of Understanding

Section 4 of the Agreement allows for changes to the WAN Facilities and Services and reads, in part, as follows:

"Change Orders. Any changes in the WAN Facilities or the WAN Services... will be set forth in a change order or other document signed by both the District and UPN."

Section 5 of the Agreement contemplates additional sites being added during the term of the Agreement and reads, in part, as follows:

"...If the District elects to add future sites during the term of this Agreement, they will be noted in an Addendum to this contract. All future sites and upgrades will have a term that is coterminous with the original term selected by the District in Schedule C..."

As such, the parties wish to add the following information to Schedules A through C of the Agreement:

Schedule A – WAN Facilities and WAN Services

WAN Services – 6205 NW Ferris Reconnect

One (1) Gigabit Ethernet bandwidth capacity over single-mode fiber optic cable to the following District locations:

Location A	Location Z
Site Name: Instructional Media/Tech Ctr. (Hub) Address: 753 NW Fort Sill Blvd Lawton, OK 73507	Site Name: Police Training Facility (former Brockland Elementary) Address: 6205 NW Ferris Avenue Lawton, OK

Schedule B – Installation Timeline

6205 NW Ferris Reconnect

UPN and the District will work together to establish a suitable completion schedule for the *6205 NW Ferris Reconnect* to accommodate both parties' needs.

Schedule C – Fees and Payment Schedule

Installation or Other Up-Front Fees – 6205 NW Ferris Reconnect

The District will not be charged any installation or up-front fees in connection with the *6205 NW Ferris Reconnect*.

Monthly Fees

The Parties agree that the District's monthly fees shall not be impacted by the *6205 NW Ferris Reconnect*.

By signing, the undersigned hereby warrants:

- **that they are authorized agents of UPN and the District respectively;**
- **that they have the authority to enter into this Statement of Understanding on behalf of the parties to the original Agreement; and**
- **that they bind the parties to this Statement of Understanding and to the terms contained herein.**

Both parties agree that this contains the entire Statement of Understanding between UPN and the District about the matters covered in this document and does not affect any provisions in the original Agreement other than those noted above. This Statement of Understanding shall be binding upon and inure to the benefit of heirs, successors and assigns of the parties to this Statement of Understanding.

We make this Statement of Understanding under the laws of the State of Oklahoma. We both agree to adhere to fair business practices and to comply with all federal, state, and local laws and regulations. If any portion of this Statement of Understanding shall be held invalid or unlawful for any reason, the invalid portion shall not affect or impair the validity of the remaining portions of the original Agreement or this Statement of Understanding.

IN WITNESS WHEREOF, this Statement of Understanding has been executed by a duly authorized representative of each Party as of the day and year first written above.

Unite Private Networks, LLC

Lawton Public Schools

Print Name

CARLA CLODFELTER

Print Name

Title

PRESIDENT

Title

Date

JANUARY 16, 2020

Date

EMS
Disconnect old
Connect NEW

**Fifth Statement of Understanding Relating
to the Wide Area Network Leasing and Services Agreement**

between

Unite Private Networks, LLC
7200 NW 86th Street, Ste M
Kansas City, MO 64153

and

Lawton Public Schools
753 Fort Sill Blvd.
Lawton, OK 73507

NS 21515

Dated _____, 2019

Statement of Understanding Relating to the Wide Area Network Leasing and Services Agreement

This Statement of Understanding relates to the Wide Area Network Leasing and Services Agreement dated March 11, 2013 (the “Agreement”) by and between Lawton Public Schools (the “District”) and Unite Private Networks, LLC (“UPN”) (collectively, the “Parties”).

Recitals

A. UPN is in the business of leasing and providing WAN Services (“WAN Services”) and WAN Facilities (“WAN Facilities”) to school districts and other customers.

B. Following a competitive bidding process, the District selected UPN as the most cost-effective provider of leased WAN Services and WAN Facilities to the District.

C. In order to facilitate connection of the District’s existing network to its new Berg Middle School site located at 34.608459° N, 98.459898° W in Lawton, OK (the “*New Eisenhower Addition*”) and disconnect the District’s existing Eisenhower Middle School location (the “*Old Eisenhower Disconnect*”), the Parties have elected to exercise their options in the Agreement, as described in more detail below.

Statement of Understanding

Section 4 of the Agreement allows for changes to the WAN Facilities and Services and reads, in part, as follows:

“Change Orders. Any changes in the WAN Facilities or the WAN Services... will be set forth in a change order or other document signed by both the District and UPN.”

Section 5 of the Agreement contemplates additional sites being added during the term of the Agreement and reads, in part, as follows:

“...If the District elects to add future sites during the term of this Agreement, they will be noted in an Addendum to this contract. All future sites and upgrades will have a term that is coterminous with the original term selected by the District in Schedule C...”

As such, the parties wish to add the following information to Schedules A through C of the Agreement:

Schedule A – WAN Facilities and WAN Services

WAN Services – *New Eisenhower Addition*

Ten (10) Gigabit Ethernet bandwidth capacity over single-mode fiber optic cable to the following District locations:

Location A	Location Z
Site Name: Instructional Media/Tech Ctr. (Hub) Address: 753 NW Fort Sill Blvd Lawton, OK 73507	Site Name: New Eisenhower MS Address: 34.608459° N, 98.459898° W Lawton, OK 73505

Old Eisenhower Disconnect

The Parties agree that the existing District site located at 5702 West Gore Blvd., Lawton, OK 73505 will be disconnected on the earlier of (i) approximately thirty (30) days after the District provides notice to UPN that it is ready to disconnect the site, or (ii) approximately thirty (30) days after completion of the *New Eisenhower Addition*.

Schedule B – Installation Timeline

New Eisenhower Addition

UPN and the District will work together to establish a suitable completion schedule for the *New Eisenhower Addition* to accommodate both parties' needs.

Schedule C – Fees and Payment Schedule

Installation or Other Up-Front Fees – New Eisenhower Addition

The District will remit a one-time fee of \$25,362 within thirty (30) days after receipt of an invoice for the same.

Monthly Fees

The Parties agree that the District's monthly fees shall not be impacted by the *New Eisenhower Addition* and *Old Eisenhower Disconnect*.

By signing, the undersigned hereby warrants:

- **that they are authorized agents of UPN and the District respectively;**
- **that they have the authority to enter into this Statement of Understanding on behalf of the parties to the original Agreement; and**
- **that they bind the parties to this Statement of Understanding and to the terms contained herein.**

Both parties agree that this contains the entire Statement of Understanding between UPN and the District about the matters covered in this document and does not affect any provisions in the original Agreement other than those noted above. This Statement of Understanding shall be binding upon and inure to the benefit of heirs, successors and assigns of the parties to this Statement of Understanding.

We make this Statement of Understanding under the laws of the State of Oklahoma. We both agree to adhere to fair business practices and to comply with all federal, state, and local laws and

regulations. If any portion of this Statement of Understanding shall be held invalid or unlawful for any reason, the invalid portion shall not affect or impair the validity of the remaining portions of the original Agreement or this Statement of Understanding.

IN WITNESS WHEREOF, this Statement of Understanding has been executed by a duly authorized representative of each Party as of the day and year first written above.

Unite Private Networks, LLC

Lawton Public Schools

Print Name

Title

Date

CARLA CLODFELTER
Print Name
PRESIDENT, LAWTON BOARD OF EDUCATION
Title
JANUARY 16, 2020
Date

HUMAN RESOURCES
Certified Personnel
January 16, 2020

The following resignations are recommended:

NAME	ASSIGNMENT	END DATE
*Notes Retirement		
**Date reflects resignation date; Employee accepted position but never worked		
Burkhart, Rebecca	Teacher, Ridgecrest	12-18-2019
Erwin, Kimberly	Tutor, Lincoln	12-12-2019
Neininger, Carla	Head Volleyball Coach, LHS	12-18-2019
Neininger, Carla	Assistant Volleyball Coach, LHS	12-18-2019
Rain, June**	DoDEA Tutor, TMS	10-28-2019
Riemer, Theresa	DoDEA Tutor, TMS	12-11-2019
Robin, Susan	Teacher, Lincoln	12-18-2019
Snavelly, Thomas	SPED Teacher, TMS	12-18-2019
Vail, Lori	SPED Teacher, Cleveland	12-18-2019

The following employment is recommended for the 2019-2020 school year:

NAME	ASSIGNMENT	START DATE
Barrett, Tamie	ACT Teacher, TMS	12-17-2019
Bassue, Tesheel	SPED Teacher, Pioneer park	01-06-2020
Gable, Charli	SPED Teacher, Sullivan Village	11-17-2019
King, Alyssa	SPED Teacher, LHS	01-06-2020
McAdams, Sarah	Teacher, Lincoln	12-01-2019
Mefford, Dane	Teacher, TMS	01-06-2020
Ryans, Blakely	Teacher, Pat Henry	09-01-2019
Stewart, Leah	Teacher, Ridgecrest	01-06-2020
Swanson, Kristjin	Teacher, LHS	08-07-2019
Ulrich, Celeste	Teacher, Parker Point	01-06-2020

The following changes are recommended for the 2019-2020 school year:

NAME	ASSIGNMENT	START DATE
Arter, Brandi	From: Special Ed Teacher, MHS To: EL Teacher Trainer, Shoemaker	08-07-2019

The following employments are recommended for duration of need:

NAME	ASSIGNMENT	START DATE
Cope, Shelly	DoDEA Tutor, CMS	09-25-2019
Taylor, Marshall	DoDEA Tutor, Sullivan Village	01-06-2020
Whiteman, Diana	DoDEA Tutor, Pioneer Park	12-02-2019

The following employees have been placed on leave of absence:

NAME	ASSIGNMENT	END DATE
Antal, Jordan	Teacher, EMS	01-06-2021
Parmer, Eddie	Teacher, Lincoln	12-11-2020

The following employees are recommended for termination:

Cook, Donna

DoDEA Tutor, EMS

12-12-2019

The following corrections are needed for 2019-2020 Extra Duties Salary Schedule:

Video Technician position should be \$4,828 not \$4,400 annually

Department Chair positions should be \$1,188 not \$1,178 annually

HUMAN RESOURCES
Support Personnel
January 16, 2020

The following resignations are recommended:

*Notes Retirement

NAME	ASSIGNMENT	STOP DATE
Binder, Jacqueline	Cook, Ridgecrest	11-22-2019
Cruz, Madeline	Custodian, Shoemaker	12-06-2019
Dickey, Allen	Custodian, Sullivan Village	12-18-2019
Frazier, Kenneth	Custodian, TMS	12-18-2019
Erwin, David	Director of Information Systems, Shoemaker	12-09-2019
Gonzalez, Miguel	Personal Care Assistant, Crosby Park	12-18-2019
Lewis, Dwayne	Assistant Baseball Coach, MHS	12-05-2019
Lopes, Tyler	School Marshal, District	12-02-2019
Lutz, Kristie	Special Ed Class Assistant, Eisenhower	12-13-2019
Magana, Melissa	Special Ed Class Assistant, Freedom	12-09-2019
Newton, JuQuane	Custodian, Freedom	12-11-2019
Perez, Maria	Cafeteria Manager, CMS	12-17-2019
Ramnauth, Reanna	Title I Non- Certified Para, Eisenhower	12-18-2019
Rogers, Setina	Cook, 6.75 hr, Sullivan Village	12-18-2019
Ulrich, Celeste	Personal Care Assistant, Gateway Success Center	01-06-2020

The following employment is recommended:

NAME	ASSIGNMENT	START DATE
Almeida, Carmela	Personal Care Assistant, EHS	12-09-2019
Berdecia, Julia	Bus Monitor, Transportation	01-06-2020
Brodie, Claudette	Personal Care Assistant, Freedom	12-10-2019
Burris, Michael	Activity Driver, Transportation	11-23-2019
Chambers, Kimi	Secretary Duration of Need, Shoemaker	01-06-2020
Cotton, Danielle	Title I Non-Certified Para, Eisenhower	12-09-2019
Cornwell, Michael	Custodian, Warehouse	11-20-2019
Diaz, Andrew	Bus Driver, Transportation	12-16-2019
Herringshaw, Elizabeth	Class Size Assistant, Washington	01-06-2020
Mendez, Felisha	12 Month Secretary, Shoemaker	12-09-2019
Mujica, Michelle	Custodian, Crosby Park	12-05-2019
Northern, Martinez	Bus Driver, Transportation	01-06-2020
Peterson, Jeremy	Bus Driver, Transportation	12-09-2019
Pilkington, Judy	Bus Monitor, Transportation	01-06-2020
Wheeler, Amber	Personal Care Assistant, Learning Tree Academy	01-06-2020

The following changes are recommended:

NAME	ASSIGNMENT	START DATE
Higgins, Michael	From: Bus Monitor, Transportation To: Bus Driver, Transportation	12-16-2019

Holcomb, Barbara	From: Special Ed Teacher Assistant, Hugh Bish To: Custodian, Shoemaker	12-09-2019
Meeks, Sherry	From: PT Cook, Pat Henry To: Cook, EMS	11-18-2019
Moore, James	From: Traveling Cook, Child Nutrition To: Cook, TMS	12-06-2019
Sanchez, Audrey	From: Cook, CMS To: Cafeteria Manager, CMS	12-05-2019
Taylor, Jacqueline	From: Bus Monitor, Transportation To: Bus Driver, Transportation	12-09-2019
Taveuveu, Glenda	From: Bus Monitor, Transportation To: Teacher's Assistant, B.R.I.D.G.E Academy	12-09-2019

The following is recommended for leave of absence:

NAME	ASSIGNMENT	END DATE
Albertson, Diana	Cook, LHS	01-06-2021
Baker, Debra	Cook, LHS	01-10-2021
Baldwin, Vickie	Bus Driver, Transportation	12-05-2020
Holland, Linda	10 Month Secretary, CMS	01-06-2021
Mays, XL	School Marshall, Administration	12-16-2019
Thompson, Lyrics	Personal Care Assistant, CMS	12-10-2020

The following employee is not returning:

NAME	ASSIGNMENT	STOP DATE
Ellis, Jesse	Personal Care Assistant, Pat Henry	01-18-2019
Poindexter, Shelby	Bus Monitor, Transportation	08-08-2019