



NOTICE IS HEREBY GIVEN THAT A REGULAR MEETING OF THE BOARD OF EDUCATION OF THE IDABEL PUBLIC SCHOOLS DISTRICT I-005, MCCURTAIN COUNTY, OKLAHOMA WILL BE HELD IN THE CONFERENCE ROOM AT THE IDABEL HIGH SCHOOL LIBRARY, 901 LINCOLN ROAD, IDABEL, OK 74745 ON December 9, 2024 AT 5:30 PM WITH THE FOLLOWING ITEMS TO BE CONSIDERED:

**AGENDA**  
**REGULAR MEETING OF THE BOARD OF EDUCATION**  
**December 9, 2024**

1. **OPENING: CALL TO ORDER AND ROLL CALL OF MEMBERS.**
  - A. **PRESIDENT: DONNY BUTLER**
  - B. **VICE PRESIDENT: JERRY ROBINSON**
  - C. **CLERK: JAMES RALEY**
  - D. **MEMBER: ERIC NUBER**
  - E. **MEMBER: MADDIE BRILEY**
  
2. **CONSENT AGENDA: VOTE TO APPROVE OR DISAPPROVE THE FOLLOWING ITEMS:  
MINUTES OF NOVEMBER 11TH REGULAR MEETING**

**TREASURER'S REPORT**  
**ENCUMBRANCES**

**FUND NUMBERS:**  
**GENERAL FUND 11 - #496-503**  
**CHILD NUTRITION FUND 22- #20**  
**SINKING FUND 41- #2**

**ACTIVITY FUND BALANCES/TRANSFERS**

**FUNDRAISERS**  
**BAKED/FRIED FOOD AT HOME BASKETBALL GAMES**

**RESIGNATIONS AND RETIREMENTS:**  
**CANDACE WILLIAMS-PARAPROFESSIONAL-PS**
  
3. **PRINCIPALS/DIRECTORS REPORT**  
**SUPERINTENDENTS REPORT**

4. **VOTE TO APPROVE OR DISAPPROVE IPS SUPERINTENDENT'S TEACHER ADVISORY PROGRAM USING THE OKLAHOMA TEACHER EMPOWERMENT GRANT.**
  
5. **DISCUSSION OF SUPERINTENDENT EVALUATION PROCESS.**
  
6. **VOTE TO APPROVE OR DISAPPROVE THE CONTRACT WITH BOLT TO ADD FIBER WAN CIRCUITS AT GEORGE AND THE AG BARN. FUNDING FOR THE INSTALLATION IS PROVIDED BY ERATE/OUSF.**
  
7. **VOTE TO APPROVE OR DISAPPROVE MEAL RATES FOR 2024-25**  
  
**NATIONAL SCHOOL LUNCH PROGRAM:**  
**VISITOR: BREAKFAST \$2.50, LUNCH \$5.00**  
**STAFF: BREAKFAST \$1.00, LUNCH \$1.00**  
**STAFF 3RD MEAL \$5.00, STAFF WILL PAY THE FULL RATE DURING SUMMER PROGRAM.**  
**STUDENTS EAT FREE OF CHARGE AS WE ARE CEP QUALIFIED.**  
  
**CACFP EVENSTART**  
**FULL PAY: BREAKFAST \$2.28, LUNCH \$4.25**  
**REDUCED PAY: BREAKFAST \$0.30, LUNCH \$0.40**
  
8. **VOTE TO GO INTO PROPOSED EXECUTIVE SESSION TO DISCUSS THE FOLLOWING ITEMS:**  
**AUTHORIZED BY: 25 O.S. SECTION 307 (B)(1).**  
**EMPLOYMENT OF:**  
**JENNIFER BURRELL-PARAPROFESSIONAL-CENTRAL ELEMENTARY**  
**KELLYE BLANKENSHIP-BUS DRIVER (BUS 6)**  
**JEFF BELL-BUS DRIVER (BUS 14-SPECIAL ED)**  
  
**21CCLC**  
**JUSTI POLLARD-FULL TIME TEACHER-PRIMARY SOUTH**
  
9. **ACKNOWLEDGE THAT THE BOARD HAS RETURNED TO OPEN SESSION.**
  
10. **EXECUTIVE SESSION MINUTES COMPLIANCE: STATEMENT BY BOARD PRESIDENT: THE IDABEL BOARD OF EDUCATION MET IN EXECUTIVE SESSION FOR THE PURPOSE OF THE EMPLOYMENT OF THE FOLLOWING:**  
  
**JENNIFER BURRELL-PARAPROFESSIONAL-CENTRAL ELEMENTARY**  
**KELLYE-BLANKENSHIP-BUS DRIVER (BUS 6)**  
**JEFF BELL-BUS DRIVER (BUS 14-SPECIAL ED)**  
  
**21CCLC**  
**JUSTI POLLARD-FULL TIME TEACHER-PRIMARY SOUTH**
  
11. **VOTE TO APPROVE OR DISAPPROVE THE HIRING OF:**  
  
**JENNIFER BURRELL-PARAPROFESSIONAL-CENTRAL ELEMENTARY**  
**KELLYE BLANKENSHIP-BUS DRIVER (BUS 6)**  
**JEFF BELL-BUS DRIVER (BUS 14-SPECIAL ED)**

**21CCLC  
JUSTI POLLARD-FULL TIME TEACHER-PRIMARY SOUTH**

12. **CONSIDER AND POSSIBLE ACTION ON ANY MATTER NOT KNOWN ABOUT OR WHICH COULD NOT HAVE BEEN REASONABLY FORSEEN PRIOR TO THE TIME OF PREPARATION OF THE AGENDA FOR THE REGULARLY SCHEDULED MEETING.**
  
13. **VOTE TO ADJOURN**

**NAME OF PERSON POSTING THIS NOTICE:**

VETA BURDINE, MINUTES CLERK

**THIS AGENDA WAS POSTED ON THIS \_\_ DAY OF \_\_\_\_, \_\_\_\_ at 11:00 A.M. IN THE FOYER OF THE ADMINISTRATION BUILDING 200 NE AVE C, AND AT IDABEL HIGH SCHOOL, 901 NE LINCOLN RD, IDABEL OKLAHOMA**

**"Continuing Notice of Nondiscrimination"** Idabel Public Schools does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs or activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the non-discrimination policies:  
Alan Bryant, Superintendent, Idabel Public Schools, 200 Northeast Avenue C, Idabel, Oklahoma, 74745, telephone (580)286-7639



**MINUTES OF  
IDABEL PUBLIC SCHOOLS  
REGULAR MEETING OF THE BOARD OF EDUCATION  
November 11, 2024**

THE IDABEL PUBLIC SCHOOLS, IDABEL INDEPENDENT SCHOOL DISTRICT  
NUMBER FIVE, IDABEL, OKLAHOMA MET November 11, 2024 AT 5:30 PM WITH THE  
FOLLOWING MEMBERS PRESENT:

Attendance Taken at 5:30 PM.

MADDIE BRILEY: Present

Donny Butler: Present

ERIC NUBER: Present

James Raley: Present

Jerry Robinson: Present

**1. OPENING: CALL TO ORDER AND ROLL CALL OF MEMBERS.**

**A. PRESIDENT: DONNY BUTLER**

**B. VICE PRESIDENT: JERRY ROBINSON**

**C. CLERK: JAMES RALEY**

**D. MEMBER: ERIC NUBER**

**E. MEMBER: MADDIE BRILEY**

**2. CONSENT AGENDA: VOTE TO APPROVE OR DISAPPROVE THE FOLLOWING  
ITEMS:**

**MINUTES OF (DATE) REGULAR MEETING**

**TREASURER'S REPORT  
ENCUMBRANCES**

**FUND NUMBERS:**

**GENERAL FUND 11 - #416-495**

**5 MIL BUILDING FUND 21- #48-50**

**ACTIVITY FUND BALANCES/TRANSFERS**

**FUNDRAISER REQUESTS**  
**FREE THROW FUNDRAISER**  
**SINGING ELF GRAM**  
**KISS A WARRIOR GOODBYE (CANDY GRAM)**  
**WINDOW WASHING**  
**COIN WARS**  
**FASHION SHOW**

**RESIGNATIONS AND RETIREMENTS:**  
**CHARLES STILES-PARAPROFESSIONAL-MS**  
**MISTY SMITH-PARAPROFESSIONAL-CES**

MOTION TO APPROVE THE CONSENT AGENDA Passed with a motion by James Raley and a second by Jerry Robinson.

MADDIE BRILEY: Yea  
Donny Butler: Yea  
ERIC NUBER: Yea  
James Raley: Yea  
Jerry Robinson: Yea

Yea: 5, Nay: 0

**3. PRINCIPALS/DIRECTORS REPORT**  
**SUPERINTENDENTS REPORT**

**4. PRESENTATION AND REVIEW OF CURRENT ACADEMIC ACHIEVEMENT LEVELS & GROWTH TRENDS**

**5. VOTE TO APPROVE OR DISAPPROVE THE RECOMMENDATION FROM OKLAHOMA LIQUID ASSET POOL (OLAP) OF THESE 3 INDIVIDUALS TO BE ADDED TO THE OLAP BOARD OF DIRECTORS.**

**-LANCE GIBBS**  
**-NANCY ROGERS**  
**-DON TICE**

MOTION TO APPROVE THE RECOMMENDATION FROM OKLAHOMA LIQUID ASSET POOL (OLAP) OF THESE 3 INDIVIDUALS TO BE ADDED TO THE OLAP BOARD OF DIRECTORS.

**-LANCE GIBBS**  
**-NANCY ROGERS**  
**-DON TICE** Passed with a motion by Jerry Robinson and a second by James Raley.

MADDIE BRILEY: Yea  
Donny Butler: Yea

ERIC NUBER: Yea  
James Raley: Yea  
Jerry Robinson: Yea

Yea: 5, Nay: 0

**6. VOTE TO APPROVE OR DISAPPROVE THE NOTICE SCHEDULE OF REGULAR MEETINGS FOR THE 2025 CALENDAR YEAR.**

MOTION TO APPROVE THE NOTICE SCHEDULE OF REGULAR MEETINGS FOR THE 2025 CALENDAR YEAR. Passed with a motion by Jerry Robinson and a second by MADDIE BRILEY.

MADDIE BRILEY: Yea  
Donny Butler: Yea  
ERIC NUBER: Yea  
James Raley: Yea  
Jerry Robinson: Yea

Yea: 5, Nay: 0

**7. VOTE TO APPROVE OR DISAPPROVE THE PROPOSED INCREASE IN SUBSTITUTE PAY RATES AS FOLLOWS:**

- \*CERTIFIED SUBSTITUTES: \$130.00 PER DAY**
- \*NON-CERTIFIED SUBSTITUTES: \$90.00 PER DAY**

MOTION TO APPROVE THE PROPOSED INCREASE IN SUBSTITUTE PAY RATES AS FOLLOWS:

- \*CERTIFIED SUBSTITUTES: \$130.00 PER DAY**
- \*NON-CERTIFIED SUBSTITUTES: \$90.00 PER DAY** Passed with a motion by ERIC NUBER and a second by James Raley.

MADDIE BRILEY: Yea  
Donny Butler: Yea  
ERIC NUBER: Yea  
James Raley: Yea  
Jerry Robinson: Yea

Yea: 5, Nay: 0

**8. VOTE TO APPROVE OR DISAPPROVE SANCTIONING OF THE IDABEL FFA BOOSTER CLUB.**

MOTION TO APPROVE SANCTIONING OF THE IDABEL FFA BOOSTER CLUB. Passed with a motion by Jerry Robinson and a second by James Raley.

MADDIE BRILEY: Yea

Donny Butler: Yea  
ERIC NUBER: Yea  
James Raley: Yea  
Jerry Robinson: Yea

Yea: 5, Nay: 0

**9. VOTE TO GO INTO PROPOSED EXECUTIVE SESSION TO DISCUSS THE FOLLOWING ITEMS: AUTHORIZED BY: 25 O.S. SECTION 307 (B)(1). EMPLOYMENT OF:**

**21CCLC EXPANDED LEARNING PROGRAM:  
TARA SARR-UNIFIED PARTNERS ASSISTANT-HIGH SCHOOL  
LINDA WILLIAMS-EXTENDED LIBRARY/STREAM-HIGH SCHOOL**

THE BOARD DID NOT GO INTO EXECUTIVE SESSION.

**10. ACKNOWLEDGE THAT THE BOARD HAS RETURNED TO OPEN SESSION.**

BOARD DID NOT GO INTO EXECUTIVE SESSION

**11. EXECUTIVE SESSION MINUTES COMPLIANCE: STATEMENT BY BOARD PRESIDENT: THE IDABEL BOARD OF EDUCATION MET IN EXECUTIVE SESSION FOR THE PURPOSE OF THE EMPLOYMENT OF THE FOLLOWING:**

**21CCLC EXPANDED LEARNING PROGRAM:  
TARA SARR-UNIFIED PARTNERS ASSISTANT-HIGH SCHOOL  
LINDA WILLIAMS-EXTENDED LIBRARY/STREAM-HIGH SCHOOL**

BOARD DID NOT GO INTO EXECUTIVE SESSION SO THERE IS NOT COMPLIANCE STATEMENT FOR THIS MEETING.

**12. VOTE TO APPROVE OR DISAPPROVE THE HIRING OF:**

**21CCLC EXPANDED LEARNING PROGRAM:  
TARA SARR-UNIFIED PARTNERS ASSISTANT-HIGH SCHOOL  
LINDA WILLIAMS-EXTENDED LIBRARY/STREAM-HIGH SCHOOL**

MOTION TO APPROVE HIRING THE FOLLOWING:

21CCLC EXPANDED LEARNING PROGRAM:

TARA SARR-UNIFIED PARTNERS ASSISTANT-HIGH SCHOOL

LINDA WILLIAMS-EXTENDED LIBRARY/STREAM-HIGH SCHOOL Passed with a motion by Jerry Robinson and a second by MADDIE BRILEY.

MADDIE BRILEY: Yea

Donny Butler: Yea

ERIC NUBER: Yea

James Raley: Yea  
Jerry Robinson: Yea

Yea: 5, Nay: 0

**13. CONSIDER AND POSSIBLE ACTION ON ANY MATTER NOT KNOWN ABOUT OR WHICH COULD NOT HAVE BEEN REASONABLY FORSEEN PRIOR TO THE TIME OF PREPARATION OF THE AGENDA FOR THE REGULARLY SCHEDULED MEETING.**

**14. VOTE TO ADJOURN**

Motion to adjourn at 7:15 PM Passed with a motion by James Raley and a second by MADDIE BRILEY.

MADDIE BRILEY: Yea  
Donny Butler: Yea  
ERIC NUBER: Yea  
James Raley: Yea  
Jerry Robinson: Yea

Yea: 5, Nay: 0

---

DONNY BUTLER, PRESIDENT

VETA BURDINE, MINUTES CLERK

**Purchase Order Register**

**Options:** Year: 2024-2025, Fund(s): GENERAL FUND FOR OP, Date Range: 7/1/2024 - 6/30/2025, PO Range: 496 - 600

<b>PO No</b>	<b>Date</b>	<b>Vendor No</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
496	11/12/2024	228	SYLOGIST	DISTRICT-W-2 FORMS	350.00
497	11/14/2024	228	SYLOGIST	DISTRICT-TECHNOLOGY	2,500.00
498	11/14/2024	142	IDABEL PUBLIC WORKS	DISTRICT-WATER	18,750.00
499	11/21/2024	8426	CASEY'S BUSINESS MASTERCARD	DISTRICT-FUEL	10,000.00
500	12/05/2024	3627	STERRETTE COFFMAN	DISTRICT-REFUND	62.40
501	12/05/2024	3630	MARLIN COFFMAN	DISTRICT-REFUND	664.76
502	12/05/2024	8516	DEPT. OF HEALTH & HUMAN SERVICES	CLIA CERTIFICATIONS	400.00
503	12/05/2024	1056	REALITYWORKS, INC	FCCLA	200.00
<b>Non-Payroll Total:</b>					<b>\$32,927.16</b>
<b>Payroll Total:</b>					<b>\$0.00</b>
<b>Report Total:</b>					<b>\$32,927.16</b>

**Purchase Order Register**

**Options:** Year: 2024-2025, Fund(s): CHILD NUTRITION FUND, Date Range: 7/1/2024 - 6/30/2025, PO Range: 20 - 20

<b>PO No</b>	<b>Date</b>	<b>Vendor No</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
20	11/08/2024	80733	LORI D. REESING	CNP-REIMBURSEMENT	5.00
<b>Non-Payroll Total:</b>					<b>\$5.00</b>
<b>Payroll Total:</b>					<b>\$0.00</b>
<b>Report Total:</b>					<b>\$5.00</b>

# IDABEL PUBLIC SCHOOLS

## Purchase Order Register

**Options:** Year: 2024-2025, Fund(s): SINKING FUND, Date Range: 7/1/2024 - 6/30/2025, PO Range: 2 - 2

PO No	Date	Vendor No	Vendor	Description	Amount
2	11/14/2024	342	UMB BANK	BOND-PAYMENT	72,775.00
<b>Non-Payroll Total:</b>					<b>\$72,775.00</b>
<b>Payroll Total:</b>					<b>\$0.00</b>
<b>Report Total:</b>					<b>\$72,775.00</b>

# IDABEL PUBLIC SCHOOLS

## Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 7/1/2024 - 6/30/2025

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
802 ANNUAL - HS	\$0.00	\$190.00	\$5,026.26	\$0.00	\$5,216.26	\$0.00	\$5,216.26
803 ALUMNI ASSOCIATION - HS	\$0.00	\$0.00	\$1,575.14	\$335.16	\$1,239.98	\$0.00	\$1,239.98
804 ART - HS	\$0.00	\$0.00	\$3.12	\$0.00	\$3.12	\$0.00	\$3.12
805 LEO CLUB - HS	\$0.00	\$0.00	\$702.76	\$0.00	\$702.76	\$0.00	\$702.76
806 BASEBALL FIELD PRO-HS	\$0.00	\$0.00	\$750.17	\$0.00	\$750.17	\$0.00	\$750.17
807 SPIRIT CLUB - HS	\$0.00	\$0.00	\$166.00	\$0.00	\$166.00	\$0.00	\$166.00
808 SPECIAL OLYMPICS- HS	\$0.00	\$3,659.63	\$835.54	\$3,908.40	\$586.77	\$0.00	\$586.77
809 BAND UNIFORMS - HS	\$0.00	\$0.00	\$0.34	\$0.00	\$0.34	\$0.00	\$0.34
810 ATHLETICS - HS	\$0.00	\$80,398.39	\$31,847.55	\$64,684.52	\$47,561.42	\$9,746.61	\$37,814.81
811 FOOTBALL LOCKERS - HS	\$0.00	\$0.00	\$541.83	\$0.00	\$541.83	\$0.00	\$541.83
812 BAND - HS	\$0.00	\$8,346.50	\$1,320.89	\$9,665.65	\$1.74	\$0.00	\$1.74
813 TRACK SURFACE - HS	\$0.00	\$0.00	\$8,170.00	\$0.00	\$8,170.00	\$0.00	\$8,170.00
815 ATHLETIC TRAINING-NFL GRANT - HS	\$0.00	\$0.00	\$9,886.22	\$0.00	\$9,886.22	\$0.00	\$9,886.22
818 CHEERLEADERS - HS	\$0.00	\$3,713.00	\$602.75	\$2,567.98	\$1,747.77	\$0.00	\$1,747.77
820 DANCE TEAM - HS	\$0.00	\$1,137.00	\$1,028.47	\$1,649.42	\$516.05	\$0.00	\$516.05
822 FACULTY CONCESSIONS - HS	\$0.00	\$304.56	\$233.49	\$239.00	\$299.05	\$85.99	\$213.06
826 FBLA (BPA) - HS	\$0.00	\$1,723.00	\$4,562.68	\$771.17	\$5,514.51	\$1,058.41	\$4,456.10
828 FCA - HS	\$0.00	\$0.00	\$209.25	\$0.00	\$209.25	\$0.00	\$209.25
830 FFA - HS	\$0.00	\$49,286.37	\$1,892.62	\$35,158.64	\$16,020.35	\$10,354.65	\$5,665.70
832 FHA (FCCLA) - HS	\$0.00	\$2,189.00	\$5,536.37	\$3,573.02	\$4,152.35	\$326.52	\$3,825.83
833 GUIDANCE - HS	\$0.00	\$170.00	\$2,205.36	\$85.14	\$2,290.22	\$0.00	\$2,290.22
837 KEY CLUB - HIGH SCHOOL	\$0.00	\$3,862.01	\$756.63	\$2,152.06	\$2,466.58	\$400.00	\$2,066.58
839 IHS ACADEMIC TEAM - HS	\$0.00	\$0.00	\$532.31	\$150.00	\$382.31	\$0.00	\$382.31
840 LIBRARY - HS	\$0.00	\$113.50	\$1,923.77	\$0.00	\$2,037.27	\$0.00	\$2,037.27
842 NATIVE AM CLUB - HS	\$0.00	\$0.00	\$678.87	\$0.00	\$678.87	\$0.00	\$678.87
843 JACKETS - HS	\$0.00	\$0.00	\$160.85	\$0.00	\$160.85	\$0.00	\$160.85
846 NAT'L HONOR SOC - HS	\$0.00	\$610.00	\$539.22	\$0.00	\$1,149.22	\$0.00	\$1,149.22
851 MISS I.H.S. - HS	\$0.00	\$240.00	\$3,402.62	\$34.99	\$3,607.63	\$0.00	\$3,607.63
852 POPTIME - HS	\$0.00	\$1,064.00	\$3,999.35	\$1,343.32	\$3,720.03	\$620.00	\$3,100.03
854 SENIORS 2025- HS	\$0.00	\$0.00	\$1,262.37	\$500.00	\$762.37	\$0.00	\$762.37
856 SENIORS 2023- HS	\$0.00	\$788.00	\$1,085.59	\$300.00	\$1,573.59	\$0.00	\$1,573.59
858 SENIORS 2022 - HS	\$0.00	\$329.00	\$1.00	\$0.00	\$330.00	\$0.00	\$330.00
859 SPANISH CLUB - HS	\$0.00	\$0.00	\$903.02	\$0.00	\$903.02	\$0.00	\$903.02
862 STUDENT INCENTIVE - HS	\$0.00	\$4,912.87	\$2,481.68	\$4,652.18	\$2,742.37	\$470.69	\$2,271.68
866 STUDENT COUNCIL- HS	\$0.00	\$3,331.30	\$811.96	\$3,581.44	\$561.82	\$75.00	\$486.82
867 WARRIOR ACADEMY-HS	\$0.00	\$0.00	\$684.42	\$38.83	\$645.59	\$100.00	\$545.59
870 WARRIOR CLUB - HS	\$0.00	\$37,496.57	\$5,799.34	\$10,060.41	\$33,235.50	\$5,250.00	\$27,985.50
900 ART - MIDDLE SCHOOL	\$0.00	\$0.00	\$1.86	\$0.00	\$1.86	\$0.00	\$1.86
902 BAND - MIDDLE SCHOOL	\$0.00	\$494.00	\$579.18	\$689.90	\$383.28	\$0.00	\$383.28
903 CHEERLEADERS-MIDDLE SCHOOL	\$0.00	\$2,800.60	\$5,546.74	\$5,719.06	\$2,628.28	\$0.00	\$2,628.28
904 CHORAL MUSIC - MIDDLE SCHOOL	\$0.00	\$150.00	\$5,585.93	\$623.69	\$5,112.24	\$326.31	\$4,785.93
905 COMP SPORTS - MIDDLE SCHOOL	\$0.00	\$17,926.81	\$18,976.50	\$10,468.36	\$26,434.95	\$9,750.00	\$16,684.95
906 FACULTY ACCOUNT-MIDDLE SCHOOL	\$0.00	\$730.65	\$1,722.05	\$1,232.66	\$1,220.04	\$0.00	\$1,220.04
907 HONOR SOCIETY-MIDDLE SCHOOL	\$0.00	\$0.00	\$4,687.61	\$114.63	\$4,572.98	\$0.00	\$4,572.98
908 STEM - MIDDLE SCHOOL	\$0.00	\$159.00	\$3,161.21	\$0.00	\$3,320.21	\$0.00	\$3,320.21
909 LIBRARY MISC - MIDDLE SCHOOL	\$0.00	\$201.06	\$2,160.76	\$0.00	\$2,361.82	\$1,500.00	\$861.82
910 TIME TREKKERS - MIDDLE SCHOOL	\$0.00	\$5,621.23	\$23,366.11	\$3,966.45	\$25,020.89	\$826.38	\$24,194.51
911 COMP ACADEMICS-MIDDLE SCHOOL	\$0.00	\$0.00	\$362.44	\$90.00	\$272.44	\$0.00	\$272.44
913 SCIENCE DEPT - MIDDLE SCHOOL	\$0.00	\$0.00	\$1,465.65	\$0.00	\$1,465.65	\$0.00	\$1,465.65
915 SPORT JACKET - MIDDLE SCHOOL	\$0.00	\$0.00	\$35.29	\$0.00	\$35.29	\$0.00	\$35.29
916 STUDENT CO - MIDDLE SCHOOL	\$0.00	\$2,051.96	\$1,051.87	\$1,181.82	\$1,922.01	\$550.00	\$1,372.01
921 MIDDLE SCHOOL SPECIAL - MS	\$0.00	\$7,082.38	\$13,024.71	\$9,072.27	\$11,034.82	\$3,304.61	\$7,730.21
922 HISPANIC CLUB - MIDDLE SCHOOL	\$0.00	\$0.00	\$307.57	\$0.00	\$307.57	\$0.00	\$307.57
927 YEARBOOK - MIDDLE SCHOOL	\$0.00	\$0.00	\$272.88	\$0.00	\$272.88	\$0.00	\$272.88
930 GENERAL STUDENT - CENTRAL	\$0.00	\$21,126.32	\$30,020.38	\$4,467.34	\$46,679.36	\$69.31	\$46,610.05
931 BOOK FAIR - CENTRAL	\$0.00	\$2,398.19	\$8,678.27	\$2,282.51	\$8,793.95	\$806.68	\$7,987.27
932 COKE - CENTRAL	\$0.00	\$1,290.35	\$5,802.87	\$1,370.50	\$5,722.72	\$773.00	\$4,949.72

# IDABEL PUBLIC SCHOOLS

## Revenue/Expenditure Summary

**Options:** Fund: 60, Date Range: 7/1/2024 - 6/30/2025

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
933 ARCHERY - CENTRAL	\$0.00	\$0.00	\$516.75	\$0.00	\$516.75	\$0.00	\$516.75
934 BROADWAY KIDS - CENTRAL	\$0.00	\$1,770.00	\$3,056.42	\$1,223.38	\$3,603.04	\$155.62	\$3,447.42
935 2ND GRADE - CENTRAL	\$0.00	\$0.00	\$889.12	\$400.00	\$489.12	\$0.00	\$489.12
936 5TH GRADE - CENTRAL	\$0.00	\$0.00	\$245.11	\$0.00	\$245.11	\$0.00	\$245.11
938 PTO - CENTRAL	\$0.00	\$2,921.35	\$5,151.98	\$306.90	\$7,766.43	\$650.00	\$7,116.43
939 MUSIC ED - CENTRAL	\$0.00	\$168.00	\$914.84	\$0.00	\$1,082.84	\$465.00	\$617.84
941 PSE LIBRARY - PRIMARY SOUTH	\$0.00	\$1,158.01	\$1,080.95	\$1,043.01	\$1,195.95	\$0.00	\$1,195.95
942 COKE - PRIMARY SOUTH	\$0.00	\$565.00	\$6,723.91	\$931.00	\$6,357.91	\$500.00	\$5,857.91
947 PTO - PRIMARY SOUTH	\$0.00	\$0.00	\$1,635.66	\$0.00	\$1,635.66	\$0.00	\$1,635.66
952 STUDENT SERV-PRIMARY SOUTH	\$0.00	\$770.52	\$1,947.27	\$479.83	\$2,237.96	\$0.00	\$2,237.96
953 SWEET SOUNDS-PRIMARY SOUTH	\$0.00	\$1,200.00	\$880.23	\$300.00	\$1,780.23	\$150.00	\$1,630.23
962 PRE K & K - PRIMARY SOUTH	\$0.00	\$19,238.60	\$18,935.06	\$9,558.80	\$28,614.86	\$1,525.96	\$27,088.90
980 GENERAL STUDENT - EVENSTART	\$0.00	\$40.00	\$1,567.97	\$1,075.11	\$532.86	\$122.89	\$409.97
983 GENERAL - ADMINISTRATION	\$0.00	\$2,102.79	\$1,557.05	\$1,312.19	\$2,347.65	\$1,747.70	\$599.95
984 DISTRICT TECH FEES - ADMINISTRATION	\$0.00	\$16,814.00	\$12,016.56	\$12,477.53	\$16,353.03	\$11,450.28	\$4,902.75
985 DRIVERS ED - ADMINISTRATION	\$0.00	\$5,750.00	\$0.00	\$0.00	\$5,750.00	\$0.00	\$5,750.00
986 REFUND ACCT - ALL SCHOOLS	\$0.00	\$2,877.50	\$0.00	\$0.00	\$2,877.50	\$0.00	\$2,877.50
987 CAFETERIA - REFUND ACCT	\$0.00	\$50.25	\$0.00	\$0.00	\$50.25	\$0.00	\$50.25
988 EVEN START CACFP CAFETERIA	\$0.00	\$66.32	\$0.00	\$0.00	\$66.32	\$0.00	\$66.32
<b>Total</b>	<b>\$0.00</b>	<b>\$321,389.59</b>	<b>\$286,048.57</b>	<b>\$215,838.27</b>	<b>\$391,599.89</b>	<b>\$63,161.61</b>	<b>\$328,438.28</b>



TO: THE BOARD OF EDUCATION  
SCHOOL DISTRICT #5  
IDABEL, OKLAHOMA

**REQUEST TO TRANSFER  
ACTIVITY ACCOUNTS**

THE FOLLOWING REQUEST TO TRANSFER ACTIVITY FUNDS IS MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE SCHOOL DISTRICT BOARD OF EDUCATION.

SCHOOL: IHS SITE: 710 DATE: 12/3/24  
SCHOOL: \_\_\_\_\_ SITE: \_\_\_\_\_

<u>TRANSFER TO:</u>	<u>TRANSFER FROM:</u>	<u>REASON:</u>	<u>AMOUNT:</u>
<u>851</u>	<u>837</u>	<u>Miss IHS Fee</u>	<u>\$40.<sup>00</sup></u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Kar Mosy  
APPROVED BY: PRINCIPAL

12/3/24  
DATE

Stacie Clark  
FINANCIAL SECRETARY:

12/3/24  
DATE

Kevin Johnson  
SPONSOR

12/3/24  
DATE

APPROVED BY THE BOARD OF EDUCATION DATE: \_\_\_\_\_  
UPDATED: 2020

# FUND-RAISER REQUEST

The sponsor is to complete the fund-raiser request form in duplicate and submit it to the building principal.

TO: Katedria Masley BUILDING: High School  
(Principal)  
HS Girls' Basketball PLANS TO RAISE FUNDS  
(Club, Organization, Class, Activity)

Proposed Sales Project: Baked, Fried food items at home games

Company and Address: \_\_\_\_\_

Representative: Hayla Denton

Quantity to be Ordered: \_\_\_\_\_

Cost per Unit: ~~\_\_\_\_\_~~ Proposed Sale Price per Unit: \$5-\$10

1. Date of the fund raising is: 12/9, 12/17, 12/27/28, 1/3, 1/4, 1/21, 1/28, 1/31, 2/7

2. What are you going to use the money for? team expenses

\_\_\_\_\_

3. How much are you trying to raise (dollar figure)? \$1,000

Requested by: Kyle Denton

Sponsor Signature

Kate Masley

Principal Signature

Date: \_\_\_\_\_

Board Action: Approved \_\_\_\_\_, Disapproved: \_\_\_\_\_

Signature: \_\_\_\_\_

On Thu, Dec 5, 2024 at 8:34AM Stephanie Ratcliff <[sratcliff@idabelps.org](mailto:sratcliff@idabelps.org)> wrote:

Please add to next school board agenda

----- Forwarded message -----

From: **Stephanie Ratcliff** <[sratcliff@idabelps.org](mailto:sratcliff@idabelps.org)>

Date: Thu, Dec 5, 2024, 8:32AM

Subject: Re: Resignation

To: Candace Gates <[candacegates27@icloud.com](mailto:candacegates27@icloud.com)>

Thank you for letting us know.

On Thu, Dec 5, 2024, 6:23AM Candace Gates <[candacegates27@icloud.com](mailto:candacegates27@icloud.com)> wrote:

This is Candace Williams. I am resigning from my duty as a paraprofessional, I am not in the right headspace to be able to carry out my duties. Thank you for the opportunity, I had a wonderful time working with the staff and children.

Sent from my iPhone

--

Cheryl Attaway  
Idabel Public School  
Superintendent's Secretary  
580-286-7639  
"GO WARRIORS"

# Idabel Public Schools' Superintendent Teacher Advisory Committee Program Draft - 2024-25

Here's a detailed plan for the Idabel Public Schools' Superintendent's Teacher Advisory Committee Program using the Oklahoma Teacher Empowerment Program:

## Teacher Advisory Program Structure

### 1. **\*\*Selection Process\*\***

**Site Teacher of the Year:** Each school within the district selects one teacher based on criteria below:

- Must be nominated by a site co-worker or administrator
- Must be a certified teacher
- Must have taught in IPS for at least three (3) years, including the current school year
- Must be an outstanding professional who makes a positive impact on students' lives
- Must plan to teach at Idabel Public Schools the following school year
- Must commit to compete at the district level

**District Teacher of the Year:** From the pool of Site Teachers of the Year, one teacher is chosen to represent the district based on criteria below:

Submit a professional portfolio to include the following:

- a basic data sheet/resume
- essay including a professional biography.
- essay on the candidate's personal philosophy of teaching.
- three (3) letters of recommendation
- Video of teacher candidate teaching an actual lesson
- Ten-minute video including student interviews.

Participate in a 25-minute personal interview with the Idabel Teacher of the Year Committee

**State Teacher of the Year:** The District Teacher of the Year shall compete at the state level for this prestigious title.

The District Teacher of the Year will represent Idabel Public Schools and will be required to submit additional information to the Oklahoma State Department of Education based on the state timeline.

### 2. **\*\*Stipend and Contract Details\*\***

Each site teacher of the year participant in the Idabel Superintendent's Teacher Advisory Committee will receive a one-time \$500 stipend from Idabel Public Schools. The district teacher of the year participant in the Idabel Superintendent's Teacher Advisory Committee will receive a one-time \$1,000 stipend from Idabel Public Schools. If a district teacher of the year becomes the state teacher of the year, they will receive a one-time \$1,500 stipend from Idabel Public Schools. If OSDE approves the Teacher Empowerment Grant application teacher participants will receive the below in lieu of the \$500/\$1,000/\$1500 stipends.

**"Advance" - Site Teacher of the Year:** Receives a one time \$1500 stipend. Plus a \$3,000 extra-duty salary increase for the year. Required to work 5 additional contract days or 35 contract hours.

**"Lead" - District Teacher of the Year:** Receives a one time \$2,500 stipend. Plus a \$5,000 extra-duty salary increase for the year. Required to work 10 additional contract days or 75 contract hours.

**"Master" - State Teacher of the Year:** Receives a one time \$5,000 stipend. Plus a \$10,000 extra-duty salary increase for the year. Required to work 15 additional contract days or 112 contract hours.

## **Idabel Public Schools' Superintendent Teacher Advisory Committee Program Draft - 2024-25**

### **3. \*\*Superintendent's Teacher Advisory Committee\*\***

**Composition:** Includes all selected Site Teachers of the Year (annual membership), the District Teacher of the Year (annual membership), and, if applicable, the State Teacher of the Year (serves as long as employed by IPS).

**Purpose:** To provide insights and recommendations on educational policies and practices to the district superintendent.

**Meetings:** Regularly scheduled meetings throughout the year to discuss pressing educational issues, share innovative teaching practices, and propose policy changes.

**Responsibilities:** Members are expected to actively participate in discussions, collaborate on reports, and engage with the wider teaching community to gather input.

### **4. \*\*Implementation Steps\*\***

**Planning:** Establish clear criteria for selection and define the roles and responsibilities of the advisory committee members.

**Budgeting:** Allocate funds from the Teacher Empowerment Program to cover stipends and additional contract days.

**Communication:** Clearly communicate the benefits and expectations of the program to all teachers within the district.

**Evaluation:** Develop a system to evaluate the impact of the advisory committee's recommendations on district policies and practices.

### **5. \*\*Benefits\*\***

**Teacher Empowerment:** Recognizes and rewards outstanding teachers, providing them with a platform to influence district decisions.

**Policy Improvement:** Leverages the expertise of top teachers to enhance educational policies and practices.

**Professional Development:** Offers selected teachers additional professional growth opportunities through extended contract days and committee work.

This program not only incentivizes excellence in teaching but also ensures that the voices of exceptional educators are heard in shaping the educational landscape of the district.

# SUPERINTENDENT EVALUATION FORM

ADMINISTRATOR: \_\_\_\_\_ DATE: \_\_\_\_\_

## KEY TO RATINGS:

- 1) Commendable (full implementation)
- 2) Accept in general (strong implementation)
- 3) Accept with reservations (average implementation)
- 4) Questionable (weak implementation)
- 5) Unsatisfactory (not implemented and/or not acceptable)
- N/A Not applicable to position; unable to observe; unknown to evaluator

## 1. Implementation of B.O.E. Policies/Regulations, State Laws, and State B.O.E. Regulations

- 1.1 Supervises the effective carrying out of all constitutional or statutory laws, state regulations, and Board Policies 1 2 3 4 5 N/A
- 1.2 Exercised power to make such rules and gives such instructions to school employees as may be necessary to implement Board Policy 1 2 3 4 5 N/A

## COMMENTS:

## 2. Communication/Reports/Recommendations to the Board of Education

- 2.1 Attempts to keep the Board apprised of the schools' operations 1 2 3 4 5 N/A
- 2.2 Formulates school policies, regulations, plans, prepares and presents facts and explanations necessary to assist the Board in its duty of legislation for the schools 1 2 3 4 5 N/A
- 2.3 Directs the preparation of all reports required in the operations 1 2 3 4 5 N/A
- 2.4 Communicates to all employees, directly or through delegation, all actions of the Board relating to personnel matters; and receives from employees all communications to be made to the Board. 1 2 3 4 5 N/A
- 2.5 Attempts to keep the Board apprised of projected problems with finance and/or other areas or concern. 1 2 3 4 5 N/A

2.6 Recommends the appointments, employment, or dismissal of all district employees. 1 2 3 4 5 N/A

2.7 Attempts to keep the Board apprised of all new laws or regulations effecting the schools. 1 2 3 4 5 N/A

COMMENTS:

3. Public Information/Relations

3.1 Keeps the citizens/patrons informed about school operations via informational bulletins, participation in community activities, newspaper articles, conferences, P.T.A. programs, etc. 1 2 3 4 5 N/A

3.2 Attempts to answer any questions raised by patrons and/or resolve their problems. 1 2 3 4 5 N/A

3.3 Represents the schools before the public, and maintains, through cooperative leadership, both within and without the schools, such a program of publicity and public relations as may keep the public informed as to the activities, needs, and successes of the schools 1 2 3 4 5 N/A

3.4 Works and cooperates with the news media in keeping the public informed of the schools' operations. 1 2 3 4 5 N/A

COMMENTS:

4. General Control

4.1 Assumes responsibility for the general control of the schools' operations. 1 2 3 4 5 N/A

4.2 Remains alert to the performance of all employees and expects full performance. 1 2 3 4 5 N/A

4.3 Does not hesitate to judiciously reprimand an employee or direct a supervisor to do so for lack of performance. 1 2 3 4 5 N/A

4.4 Does not hesitate to make unpopular decisions when necessary for the total operations. 1 2 3 4 5 N/A

- |   |               |
|---|---------------|
| 4.5 Attempts to establish priorities in the expenditure of funds.   | 1 2 3 4 5 N/A |
| 4.6 Remains cognizant of the taxpayer and the expenditure of all funds.                                       | 1 2 3 4 5 N/A |
| 4.7 Attempts to attend meetings necessary to keep up with the educational provisions of the state and nation. | 1 2 3 4 5 N/A |
| 4.8 Puts forth the necessary effort and time to properly administer the schools.                              | 1 2 3 4 5 N/A |
| 4.9 Attempts to organize all activities in behalf of the schools.   | 1 2 3 4 5 N/A |

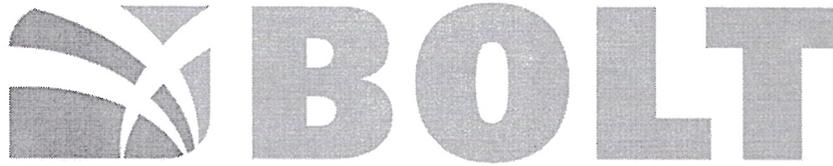
COMMENTS:

Other Areas of Concern: (Please list and elaborate)

The signature of the person being evaluated on this report does not necessarily represent agreement with the evaluation.

Signed: \_\_\_\_\_  
 Board Member Date

Signed: \_\_\_\_\_  
 Superintendent Date



NORTHEAST RURAL SERVICES d/b/a BOLT™ Fiber Optic Services - Facilities Order and Service Agreement

**CONTRACTING COMPANY INFORMATION:**

Company Name: Idabel School District 5  
Company Address: 200 NE Ave. C  
Idabel, OK 74745  
Contact Person: Dr. Alan Bryant  
Phone Number: 580-286-7639  
E-mail address: [abrant@idableps.org](mailto:abrant@idableps.org)

**FACILITY OWNER INFORMATION:**

Company Name: Northeast Rural Services d/b/a BOLT™ Fiber Optic Services  
Company Address: PO BOX 399  
Vinita, OK 74301  
Contact Person: Bill Shaw  
Telephone Number: 918-256-9482  
Fax Number: 918-256-9457

**DESIRED SITE / FACILITIES ARRANGEMENT:**

Circuit A LOC: HUB: Middle School - 100 NE Ave D ~ Idabel, OK 74745  
Circuit Z LOC: AG Farm - 108 East Lincoln Rd ~ Idabel, OK 74745 \$2,886.00  
George - 3 NE 7<sup>th</sup> Street ~ Idabel, OK 74745 \$2,007.00  
\$4,893.00

**CONTRACT SERVICE:**

Desired Type of Service: Dedicated Leased Lit Fiber WAN Circuits  
Desired In-Service Date: July 1, 2025

**BOLT CHARGES:**

Non-Recurring Charges: \$ 0.00 Construction Charge (Required if not \$0.00)  
Monthly Recurring Service Charges: \$4,893.00 1 Gbps Leased Lit Fiber \_\_\_\_\_(initial for acceptance)  
(Select one service line) \$4,893.00 10 Gbps Leased Lit Fiber \_\_\_\_\_(initial for acceptance)  
Service Term: 1 Year Contract, optionally renewable annually for a maximum term of 5 years.

**FACILITY ORDER SPECIFICS:**

- Services include dedicated leased lit fiber circuits with transport from the School District A LOC to the Z LOC's. \*All equipment installed to provide Leased Lit Fiber Service shall remain the property of BOLT Fiber.

## Facilities Order and Service Agreement

The undersigned person or entity (hereinafter the "customer") agrees to the following Terms and Conditions of this agreement (hereinafter the "contract"). Northeast Rural Services, d/b/a BOLT™ Fiber Optic Services (hereinafter "BOLT") agrees to provide to the customer access to BOLT fiber service subject to the terms and conditions contained in this Contract.

### 1. VALIDATION OF CREDIT

BOLT reserves the right to determine the financial position and creditworthiness of Customer through available verification procedures or sources and Customer hereby consents to BOLT obtaining credit information regarding the Customer, its owners, or affiliates. If Customer's financial statements are not public information or have not otherwise been made available to BOLT, then, upon BOLT's request, Customer shall provide its most current audited and unaudited financial statements. If at any time Customer presents, in BOLT's reasonable discretion, an undue risk of non-payment, or if Customer fails to comply with the payment terms of this Contract or any Contract for Services with BOLT, BOLT may require a deposit or other form of security for payment.

### 2. BOLT's RIGHT TO ASSURANCE

If Customer has not provided BOLT with (i) its financial statements within ten (10) calendar days of BOLT's request, or (ii) in the event of BOLT's demand for assurance of payment, assurance satisfactory to BOLT within ten (10) calendar days of BOLT's notice for demand of such assurance, then, in addition to any other remedies available to BOLT, BOLT shall have the option, in its sole discretion, to exercise one or more of the following remedies: (x) cause the start of any services being provided to Customer under the terms of this Contract after giving Customer five (5) calendar days prior written notice. If Customer provides satisfactory assurance during the five (5) calendar day notice period, BOLT will not suspend services under this Contract.

### 3. PAYMENT

a) Nonrecurring charges, including construction costs, are due in advance. Recurring charges shall be due with ten (10) days of the date of the invoice; billing shall commence upon installation. Any amount not received within ten (10) days of the date of the invoice will be subject to BOLT's standard late charge of 1½% per month. Customer agrees to pay any sales, use, gross receipts, excise, access, bypass or other local, state and Federal taxes or charges, imposed on or based upon the provision, sale or use of the Services provided. Taxes will be separately stated on Customer's invoice.

### 4. REMEDIES AVAILABLE FOR NON-PAYMENT

a) Suspension of Service: In the event that *payment in full* is not received from Customer on or before the Due Date, BOLT shall have the right to provide a written notice of Suspension of Services to Customer (the "Suspension Notice"). If Customer fails to pay the full amount due as specified in the Suspension notice within five (5) calendar days of the postmark of the Suspension Notice, BOLT shall have the sole discretion to suspend or block all or any portion of the Services being provided to Customer and immediately place any pending requests for services or maintenance from Customer on hold, and to decline to accept any new requests for services commencing on the fifth (5<sup>th</sup>) calendar day after BOLT issues the Suspension Notice to Customer. Partial payment shall not affect BOLT's right to suspend services to Customer. If BOLT receives the entire past due amount within the five (5) calendar day notice period, the Customer's Service shall not be suspended. BOLT may continue such suspension until such time as Customer has paid in full all charges then due, including but not limited to reinstallation changes and/or late fees as specified herein. Following receipt of such payment, BOLT shall reinstate Customer's services subject to BOLT's Right to Assurance as provided above in Section 2. Suspension of Services as set forth in this section shall not affect or alter Customer's obligations to pay for the Service.

b) Customer's Default: If Customer: (i) fails to pay the full amount owed as specified in the Suspension Notice and such failure continues for five (5) days after postmark of the Suspension Notice to the customer, or (ii) fails to comply with any other material provision of this Contract and such noncompliance continues for ten (10) days after BOLT provides written notice to Customer of Customer's non-compliance, then BOLT, in its sole discretion, may elect to pursue one or more of the following remedies: (x) terminate this Contract and demand immediate and accelerated payment of all past due charges and future monthly charges and fees as contemplated under the terms and conditions of this Contract, or (y) take all reasonable and necessary actions to enforce payment, including suspension of all or any part of the Service, and/or (z) pursue any other remedies as may be provided at law or in equity.

### 5. LAWFUL USE

Customer may use the Services rendered under this contract for any lawful purpose for which they intended, provided that Customer will not use the Services so as to interfere with or impair service over any of the facilities and associated equipment comprising the BOLT fiber optic cable network or to impair the privacy of any communications over the fiber optic facilities and associated equipment of BOLT. In accordance with the terms of this Contract, Customer hereby agrees that it will neither undertake nor cause or permit to be undertaken any activity that to its knowledge is illegal under the laws of the State of Oklahoma or of the United States of America.

### 6. SERVICE DATE: TERM

Delivery of Services: BOLT shall use all reasonable efforts to make Services available to Customer by the estimated service date. BOLT shall not be liable for any damages resulting from delays in meeting any Service dates due to delays resulting from NORMAL CONSTRUCTION PROCEDURES. Such delays shall include, but not be limited to delays in obtaining necessary regulatory approvals for construction, delays in obtaining right of way approvals, and delays in actual construction work. If Customer is not ready to accept BOLT's Services within 30 days after the specified service date, then BOLT shall commence billing beginning with the specified service date or the date of the turn-up of the service. Delays Caused by Third Parties: BOLT shall not be liable for any delays resulting from the non-performance or inability of a third-party to deliver services necessary to BOLT's

performance under the terms of this Contract. BOLT shall not be liable for any Customer losses incurred as a result of any delays resulting from the non-performance or inability of a third-party to deliver services necessary to BOLT's performance under the terms of this Contract.

## 7. CUSTOMER RESPONSIBILITIES

Access – Customer is responsible for arranging access to any of the rights of way, conduit and equipment space necessary to provide Service on the premises so that BOLT - authorized personnel, employees, or agents may install, repair, maintain, inspect, replace or remove any and all facilities and associated equipment provided by BOLT. Access to such sites shall be made available at a time mutually agreeable to Customer and BOLT. BOLT shall also have the right to obtain access to its cable installed in Customer-provided conduit at any splice or junction box. Provision of Customer Premises, Equipment Space, Conduit, and Electrical Power – Customer shall provide all necessary premises, equipment, storage space, conduit, and electrical power required to maintain the facilities to which BOLT is delivering services under this Contract without charge or cost to BOLT. The space, conduit, and power must be made available to BOLT on a timely basis. Customer shall be responsible for assuring that the equipment space and associated facilities, conduit, and rights of way which it is providing are a safe place to work and are protected against fire, theft, vandalism or other casualty, and that the use thereof complies with all applicable laws, rules and regulations and with all applicable leases or other contractual agreements. Governmental Authorizations – Customer shall be solely responsible for obtaining and continuing in effect all regulatory and governmental authorizations necessary to permit Customer to receive and comply with its obligations under this Contract.

## 8. EQUIPMENT

Title – Customer agrees that all right, title and interest in all of the fiber optic or other facilities and associated equipment provided by BOLT hereunder shall at all times remain exclusively the property of BOLT. Customer shall not create or permit to be created any liens or encumbrances relating to Customer's use of the Service or arising from the location of the equipment. Upon termination of Service, BOLT shall remove its equipment and shall have the right, but not the obligation, to remove all other facilities from any applicable premises. Maintenance – BOLT shall use reasonable efforts to maintain the Services in accordance with applicable performance standards therefore. There are no additional charges for BOLT maintenance services. However, BOLT shall have no responsibility for the maintenance and repair of facilities and equipment that it does not furnish. BOLT may assess Customer its standard service charge for false call outs.

## 9. LIMITATIONS OF LIABILITY

Liability for Service Interruptions – Credit Allowances: To the extent that any part or portion of the Service is unavailable, interrupted, degraded or otherwise unsatisfactory for any reason, BOLT and Customer herein agree that Customer's sole and exclusive remedy shall be credit allowances commensurate to the duration of the service interruption. In order to be eligible for a credit allowance, Customer must immediately notify BOLT of the service interruption and furnish information regarding the time, place, and duration of the interruption. Liability for Damages to Property – BOLT shall not be liable for any damages whatsoever to Property at any Customer premises resulting from the installation, maintenance, repair or removal of equipment and associated wiring. Liability for Services and Equipment Not Provided by BOLT – BOLT shall not be liable for any damages whatsoever associated with Service, channels, or equipment which it does not furnish or for any act or omission of any entity furnishing to Customer facilities or equipment used for or with the Service provided pursuant to this Contract. Liability for Force Majeure Events - BOLT shall not be liable for any failure of performance or Service for reasons beyond its reasonable control including but not limited to casualty, act of God, wind, flood, tornado, storm, fire, explosion, vandalism, cable cut, governmental order, riot, insurrection, strike, lockout, condemnation or loss of right-of-way. Liability for Negligence or Fault of Customer – BOLT shall not be liable for any interruptions or damages due to the fault of negligence of customer or due to the failure or malfunction of Customer-provided equipment or facilities. Liability Regarding Governmental Authorization – BOLT shall use its best efforts to obtain and keep in effect all governmental authorizations necessary, in order to provide Service under this Contract. BOLT shall be entitled to take, and shall have no liability for, any action necessary including termination, to bring the Service into conformance with any governmental regulations or authorizations, and Customer shall fully cooperate in and take such action as may reasonably be requested by BOLT as part of such compliance. No Special Damages – Customer hereby agrees to hold BOLT harmless from any liability for any claims asserting special, consequential, exemplary, or punitive damages as a result of its performance or nonperformance of this Contract.

## 10. TERMINATION

BOLT may terminate this Contract without liability and Customers payment obligation will be apportioned if: The facilities used to provide Service are taken by exercise of condemnation or eminent domain; or The facilities shall, in BOLT's judgment, be made inoperable and beyond economically or technologically feasible repair. Customer may terminate this Contract in whole or in part only by canceling all or any portion of the facilities described herein by providing BOLT thirty (30) days advance written notice of cancellation. In such case, Customer shall pay to BOLT all charges for Facilities provided (without the right of set-off against non-refundable charges) through the effective date of such cancellation.

## 11. INDEMNIFICATION

BOLT shall be indemnified, defended and held harmless by Customer against all claims, suits, proceedings, expenses, losses, liabilities, or damages (collectively "Claims") arising from the use of Service pursuant to this Contract involving:

- a) Claims of third parties, including patrons or customers of Customer, arising out of, resulting from, or related to the customer's resale or attempted resale of the Service;
- b) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any Communication using the Service;
- c) All other claims arising out of any act or omission of Customer, or customers or patrons of Customer, in connection with the Services made available to Customer under the terms of this contract. Customer agrees to defend BOLT against any such claim and to pay, without limitation, all litigation costs, reasonable attorney fees and court costs, settlement payments, and any damages awarded or resulting from any such claim.

12. **ASSIGNMENT**

Notwithstanding any terms to the contrary contained herein and to the extent permitted by law, the parties hereto agree that BOLT may assign this Agreement and all the rights contained herein to the Rural Utility Services (RUS) in accordance with the terms of that certain loan and security agreement with RUS dated August 22, 2013 (Loan Agreement), entered into for the purposes of financing the construction and operation of BOLT's fiber optic network.

13. **WARRANTIES**

THERE ARE NO AGREEMENTS, WARRANTIES, OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

14. **ENTIRE AGREEMENT**

This Contract, including all exhibits, appendices, and attachments, constitutes the entire agreement between BOLT and Customer. This Contract may be modified, waived or amended only by a written instrument signed by the party against which enforcement thereof is sought and shall be binding upon the parties' respective successors and assigns. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the party to be charged.

15. **VENUE AND CHOICE OF LAW**

The rights and obligations of the parties under this Contract shall be governed by and construed and enforced in accordance with the laws of the State of Oklahoma. The parties hereby agree that venue regarding any litigation under the terms of this Agreement shall be exclusively in the District Court of Craig County, State of Oklahoma

16. **ATTORNEYS FEES AND COSTS**

In any action brought under this Agreement, the prevailing party shall be entitled to recover its costs and attorneys' fees and all other litigation costs, including expert witness fees, and all attorneys' fees and litigation costs incurred in connection with the enforcement of a judgment arising from such action or proceeding.

17. **REGULATORY JURISDICTION**

In the event that provisions set forth in this Agreement are determined to be in violation of any rule, order, decision, or tariff of any state or federal agency having regulatory jurisdiction over BOLT, the terms of this Agreement shall be deemed to be modified to the extent permissible under such rule, order, decision or tariff.

BOLT™ Fiber Optic Services

By: *Ricky Hignite*

Name: Ricky Hignite

Title: Director of IT

Date: 11/27/2024

Idabel School District 5

By: \_\_\_\_\_

Name: Dr. Alan Bryant

Title: Superintendent

Date: \_\_\_\_\_