

Owasso Public Schools
Owasso Board of Education Regular Meeting
Independent School District No. 11
Tulsa County, Oklahoma

As required by Section 311, Title 25 of the Oklahoma Statutes, notice is hereby given that the Board of Education of Independent School District No. 11, Tulsa County, Oklahoma will hold Owasso Board of Education Regular Meeting on Monday, November 14, 2022, at 6:30 PM, Board of Education Room of the Dale C. Johnson Education Service Center, 1501 N Ash St., Owasso, Oklahoma 74055

Meeting live stream link: <https://youtube.com/live/nvPEXKZ-kWk>

- I. **Call to Order and Roll Call**
- II. **Pledge of Allegiance** - Mr Eric Romine - Manuel Magana - Britney Aguilar-Cardona
- III. **Reports to the Board**
 - A. Superintendent - Dr. Margaret Coates
 - B. Teaching and Learning - Mr. Mark Officer
 - C. District Services - Mr. Kerwin Koerner
 - D. Continuous Strategic Improvement (CSI) - Ms. Stephanie Ruttman
- IV. **Comments from the Public Regarding Agenda Items**

Each individual will have five (5) minutes to share their remarks related to the specific agenda item identified by the individual when signing up to speak. The total time allotted to comments from the public regarding the agenda will not exceed fifteen (15) minutes.
- V. **Consent Agenda:** Board to consider and take possible action on the following consent agenda items. (Dr. Coates)
 - A. Minutes of October 10, 2022 Regular Meeting
Minutes of October 11, 2022 Special Meeting
Minutes of November 9, 2022 Special Meeting
 - B. Teaching and Learning
 - i. Out of State Student Activity Trips
 - C. District Services
 - i. Surplus items listed on attachment Surplus Items November 2022
 - D. Finance
 - i. Purchase orders (encumbrances) and changes to encumbrances for October 2022
 - ii. Activity Financial Report for October 2022
 - iii. License Agreement with Pel Industries, Inc. for a non-exclusive license to print our school logo on merchandise and to sell such merchandise to retail customers for the 2022- 2023 school year at a cost of a 10% royalty on net sales price, as outlined in the attachment and authorize the Superintendent or designee to execute the License Agreement.
 - E. Human Resources
 - i. Transitions
- VI. **Communications/Superintendent** - Dr. Margaret Coates

- A. Special Recognition
 - Unified Volleyball Team - Charlene Duncan
 - Cross Country Girls - Zach Duffield
 - Cross Country Boys - Zach Duffield
- B. Board to consider and take possible action on the proposed edits, changes, and additions to Policy #1.40 Public Comment, as outlined in the attachment
- VII. **Teaching and Learning** - Mark Officer
 - A. Comprehensive Dropout Report
 - B. College Remediation Report
 - C. Board to review Policy #1.87 Out of Country Transcript Policy for first reading. Edits, changes, and additions to the policy are outlined in the attachment.
 - D. Board to consider and take possible action on the proposed edits, changes, and additions to Policy #1.86 School Library Book Selection, as outlined in the attachment
- VIII. **District Services** - Kerwin Koerner
 - A. Board to consider and take possible action on a contract with Lowery Construction Services, Inc. for construction management services for the 2nd floor remodel of the Wellness Center at a cost of \$15,000 for pre-construction work and a set fee of 5% of work after the Guaranteed Maximum Price (GMP) is set, as outlined in the attachment and authorize the Superintendent or designee to execute the contract
- IX. **Finance** - Phillip Storm
 - A. Board to consider and take possible action on the Treasurer's Report for October 2022
 - B. Board to consider and take possible action to amend contract with Municipal Accounting Systems for financial accounting software for the 2022-2023 fiscal year at a cost of \$32,887.50 as outlined in the attachment and authorize the Superintendent or designee to execute the contract
- X. **Human Resources** - Lisa Johnson
 - A. Board to consider and take possible action on the proposed edits, changes, and additions to Policy # 1.77 Employment and/or Assignment of Relatives, as outlined in the attachment
 - B. Board to consider and take possible action on the proposed Substitute Custodian Pay Scale, as outlined in the attachment
- XI. **New Business**
- XII. **Comments from the Public Regarding Non-Agenda Items**

Each individual will have five (5) minutes to share their remarks related to the specific non-agenda item received in writing by the board minutes clerk seven (7) days prior to the board meeting date. The total time allotted to comments from the public regarding non-agenda items will not exceed fifteen (15) minutes.

 - A. Elizabeth Donnelly
 - B. Tim Reiland
 - C. Ron Causby
 - D. Sarah Haffener
- XIII. **Vote to Adjourn**

This agenda was posted prior to 6:30pm on Thursday, November 10, 2022 at the Entrance of the Board of Education Room, located in the Dale C. Johnson Education Service Center, Owasso Public Schools, 1501 N. Ash, Owasso, Oklahoma.

OWASSO PUBLIC SCHOOL BOARD OF EDUCATION
Renaë Klein, Clerk

Owasso Board of Education Regular
Meeting
Monday, October 10, 2022 6:30 PM Central

Board of Education Room of the Dale C.
Johnson Education Service Center
1501 N Ash St.
Owasso, Oklahoma 74055

I. Call to Order and Roll Call

Attendance Taken at 6:30 PM.

Brent England: Present

Neal Kessler: Present

Rhonda Mills: Present

Stephanie Ruttman: Present

Forrest Turpen: Absent

Present: 4, Absent: 1.

II. Special Recognition - Mr. Ryan Cooper, Blair Duggins and Dawayne Jones

III. Pledge of Allegiance

IV. Special Recognition - Ms. Tiffani Cooper - National Merit Scholar Semi-finalists - Shaun Ehrhart, Carina Galutia and Eli Hall

V. Reports to the Board

A. Superintendent - Dr. Margaret Coates

Dr. Coates gave an explanation of the library book selection and reconsideration process. She shared that we started our District Employee of the Month program and she would be participating in the next episode of Minutes with Margaret featuring School Safety with Mr. Paul Croft and Officer Goodell.

B. Teaching and Learning - Mr. Mark Officer

Mr. Officer shared the district FAFSA nights were successful. The college and career fair had nearly double the attendance as in the past. Special Olympics Unified Volleyball team will compete in playoffs on Oct. 21. We had over 50 students named to Jr. High and High School All District Choir.

C. District Services - Mr. Kerwin Koerner

Mr. Koerner gave a picture update on the west campus roof of the high school, stating it was on track for a December completion date. The girls locker room remodel will include new restrooms and showers and new lockers made from a resin material.

D. Continuous Strategic Improvement (CSI) - Ms. Stephanie Ruttman

Ms. Ruttman shared that phase one of the continuous strategic plan was wrapping up. Site specific climate surveys have been completed and we are encouraged by the number of responses received. The perception data gathered will be coded and themed to determine stakeholder values and goals.

VI. Comments from the Public Regarding Agenda Items

Each individual will have five (5) minutes to share their remarks related to the specific agenda item identified by the individual when signing up to speak. The total time allotted to comments from the public regarding the agenda will not exceed fifteen (15) minutes.

Tim Reiland item IX.B Policy #1.86 School Library Book Selection
Ron Causby item IX.B Policy #1.86 School Library Book Selection
Josh Pearson IX.B Policy #1.86 School Library Book Selection

VII. Consent Agenda: Board to consider and take possible action on the following consent agenda items. (Dr. Coates)

Motion to approve Consent Agenda items VII.A. through VII.F.i. This motion, made by Stephanie Ruttman and seconded by Brent England, passed.

Brent England: Yea
Neal Kessler: Yea
Rhonda Mills: Yea
Stephanie Ruttman: Yea
Forrest Turpen: Absent
Yea: 4, Nay: 0, Absent: 1

A. Minutes of September 19, 2022 Regular Meeting

B. Teaching and Learning

i. Out of State Student Activity Trips

ii. Contract with Pre-Employment Transition Services Coordination (Pre-ETS) for Transition Services for the 2022-2023 school year at no cost to the District, as outlined in the attachment and authorize the Superintendent or designee to execute the Contract

iii. Contract with Oklahoma State University for Speech Internships for the 2022-2023 school year at no cost to the District, as outlined in the attachment and authorize the Superintendent or designee to execute the Contract

C. Finance

i. Purchase orders (encumbrances) and changes to encumbrances for September 2022
2022-2023 General Fund #615-715 (Vendors) \$271,559.24
2022-2023 General Fund Net Change Orders \$8.00
2022-2023 Building Fund #76 (Vendors) \$5,000.00
2022-2023 Child Nutrition Fund #36-37 (Vendors) \$965.00
2022-2023 Bond Fund 31 #141-148(Vendors) \$114,143.03
2022-2023 Bond Fund 39 #56-58 (Vendors) \$10,692.78
2022-2023 Bond Fund 04-BOK #16 (Vendors) \$5000.00

ii. Activity Financial Report for September 2022

iii. Activity Account Budgets

iv. Advertising Agreement with SAHO: Owasso Animal Hospital as a sponsor for the 2022-2023 school year with a donation of \$2,000, as outlined in the attachment and authorize the Superintendent or designee to execute the Advertising Agreement.

D. Human Resources

i. Transitions

VIII. Communications/Superintendent - Dr. Margaret Coates

A. Board to consider and take possible action on a resolution calling for the annual school election for the purpose of electing a board member in District #3. Said election will be held on February 14, 2023 and a runoff election, if necessary, will be held on April 4, 2023.

Motion to approve. This motion, made by Rhonda Mills and seconded by Brent England, passed.

Brent England: Yea
Neal Kessler: Yea
Rhonda Mills: Yea
Stephanie Ruttman: Yea
Forrest Turpen: Absent
Yea: 4, Nay: 0, Absent: 1

B. Board to review Policy # 1.40 Public Participation for first reading. Edits, changes, and additions to the policy are outlined in the attachment

IX. Teaching and Learning -Mark Officer

A. Board to consider and take possible action on the proposed edits and changes to Policy #1.61 Wellness

Motion to approve the proposed edits and changes as well as the discussion edit to add "of Teaching and Learning" to Policy #1.61 Wellness. This motion, made by Rhonda Mills and seconded by Stephanie Ruttman, passed.

Brent England: Yea
Neal Kessler: Yea
Rhonda Mills: Yea
Stephanie Ruttman: Yea
Forrest Turpen: Absent
Yea: 4, Nay: 0, Absent: 1

B. Board to consider and take possible action on the new Policy #1.86 School Library Book Selection, as outlined in the attachment.

Motion to table new Policy #1.86 School Library Book Selection, as outlined in the attachment. This motion, made by Brent England and seconded by Stephanie Ruttman, tabled.

Brent England: Yea
Neal Kessler: Yea
Rhonda Mills: Yea
Stephanie Ruttman: Yea
Forrest Turpen: Absent
Yea: 4, Nay: 0, Absent: 1

X. District Services - Kerwin Koerner

A. Board to consider and take possible action on new School Board Ward map

Motion to approve version 2 new School Board Ward boundary map. This motion, made by Brent England and seconded by Stephanie Ruttman, passed.

Brent England: Yea
Neal Kessler: Yea
Rhonda Mills: Yea
Stephanie Ruttman: Yea
Forrest Turpen: Absent
Yea: 4, Nay: 0, Absent: 1

XI. Finance - Phillip Storm

- A. Board to consider and take possible action on the Treasurer's Report for September 2022
Motion to approve the Treasurer's Report for September 2022. This motion, made by Rhonda Mills and seconded by Brent England, passed.

Brent England: Yea
Neal Kessler: Yea
Rhonda Mills: Yea
Stephanie Ruttman: Yea
Forrest Turpen: Absent
Yea: 4, Nay: 0, Absent: 1

- B. Board to consider and take possible action on the proposed Operating Budget for Fiscal Year 2022-23

Motion to approve the proposed Operating Budget for Fiscal Year 2022-23. This motion, made by Rhonda Mills and seconded by Stephanie Ruttman, passed.

Brent England: Yea
Neal Kessler: Yea
Rhonda Mills: Yea
Stephanie Ruttman: Yea
Forrest Turpen: Absent
Yea: 4, Nay: 0, Absent: 1

- C. Board to consider and take possible action on the amended Band Concession Contract
Motion to approve the amended Band Concession Contract. This motion, made by Brent England and seconded by Rhonda Mills, passed.

Brent England: Yea
Neal Kessler: Yea
Rhonda Mills: Yea
Stephanie Ruttman: Yea
Forrest Turpen: Absent
Yea: 4, Nay: 0, Absent: 1

XII. Human Resources - Lisa Johnson

- A. Board to consider and take possible action on the proposed edits, changes, and additions to Policy #1.77 Employment and/or Assignment of Relatives

Motion to table proposed edits, changes, and additions to Policy #1.77 Employment and/or Assignment of Relatives. This motion, made by Brent England and seconded by Stephanie Ruttman, tabled.

Brent England: Yea
Neal Kessler: Yea
Rhonda Mills: Yea
Stephanie Ruttman: Yea
Forrest Turpen: Absent
Yea: 4, Nay: 0, Absent: 1

XIII. New Business

There was no new business.

XIV. Comments from the Public Regarding Non-Agenda Items

Each individual will have five (5) minutes to share their remarks related to the specific non-agenda item received in writing by the board minutes clerk seven (7) days prior to the board meeting date. The total time allotted to comments from the public regarding non-agenda items will not exceed fifteen (15) minutes.

XV. Vote to Adjourn

Motion to adjourn. This motion, made by Brent England and seconded by Stephanie Ruttman, passed.

Brent England: Yea
Neal Kessler: Yea
Rhonda Mills: Yea
Stephanie Ruttman: Yea
Forrest Turpen: Absent
Yea: 4, Nay: 0, Absent: 1

Owasso Board of Education Special Meeting
Tuesday, October 11, 2022 8:15 AM Central

Board of Education Room of the Dale C. Johnson Education Service Center
1501 N Ash St.
Owasso, Oklahoma 74055

I. Call to Order and Roll Call

Attendance Taken at 8:22 AM.

Brent England: Present
Neal Kessler: Present
Rhonda Mills: Present
Stephanie Ruttman: Present
Forrest Turpen: Absent
Present: 4, Absent: 1.

II. Pledge of Allegiance

III. Approximately 8:30a.m. the board of education will be moving to AHHA Tulsa, located at 101 E Archer St., Tulsa, OK 74103

Motion to reconvene at 9:00a.m. at AHHA Tulsa located at 101 E Archer St., Tulsa, OK 74103. This motion, made by Rhonda Mills and seconded by Stephanie Ruttman, passed.

Brent England: Yea
Neal Kessler: Yea
Rhonda Mills: Yea
Stephanie Ruttman: Yea
Forrest Turpen: Absent
Yea: 4, Nay: 0, Absent: 1

IV. Call to Order and Roll Call

Attendance Update Taken at 8:58 AM.

Brent England: Present
Neal Kessler: Present
Rhonda Mills: Present
Stephanie Ruttman: Present
Forrest Turpen: Present
Present: 5.

V. 9:00a.m. - 12:00p.m. Board and administration to participate in team building activities led by AHHA team members.

Board members participated in team building activities led by AHHA team members.

VI. Approximately 12:00p.m. the board of education will be moving to The Brady Tavern, located at 201 N Main st. , Tulsa, OK 74103

Motion to reconvene at 12:18p.m. at the Brady Tavern located at 201 N Main St. , Tulsa, OK 74103. This motion, made by Rhonda Mills and seconded by Forrest Turpen, passed.

Brent England: Yea
Neal Kessler: Yea
Rhonda Mills: Yea
Stephanie Ruttman: Yea
Forrest Turpen: Yea
Yea: 5, Nay: 0

VII. Call to order and Roll Call
Attendance Update Taken at 12:30PM.

Brent England: Present
Neal Kessler: Present
Rhonda Mills: Present
Stephanie Ruttman: Present
Forrest Turpen: Present
Present: 5.

VIII. Board and Superintendent to discuss leadership for Owasso Public Schools

IX. Approximately 1:30p.m. the board of education will be returning to Ahha Tulsa, Located at 101 E Archer St., Tulsa, OK 74103

Motion to reconvene at 1:40p.m. at Ahha Tulsa, Located at 101 E Archer St., Tulsa, OK 74103. This motion, made by Stephanie Ruttman and seconded by Brent England, passed.

Brent England: Yea
Neal Kessler: Yea
Rhonda Mills: Yea
Stephanie Ruttman: Yea
Forrest Turpen: Yea
Yea: 5, Nay: 0

X. Call to order and Roll Call
Attendance Update Taken at 1:38 PM.

Brent England: Present
Neal Kessler: Present
Rhonda Mills: Present
Stephanie Ruttman: Present
Forrest Turpen: Present
Present: 5.

XI. Approximately 1:40p.m. - 4:00p.m. Board discussion topics:

- Leadership & Goals
- Communication
- Professional Development
- District Initiatives
- District Philosophy

The board discussed leadership and goals, communication, professional development and district initiatives and philosophy.

XII. **Vote to Adjourn**

Motion to adjourn at 4:08 p.m. This motion, made by Rhonda Mills and seconded by Brent England, passed.

Brent England: Yea
Neal Kessler: Yea
Rhonda Mills: Yea
Stephanie Ruttman: Yea
Forrest Turpen: Yea
Yea: 5, Nay: 0

Owasso Board of Education Special Meeting
Wednesday, November 9, 2022 2:00 PM
Central

Board of Education Room of the Dale C. Johnson Education Service Center
1501 N Ash St.
Owasso, Oklahoma 74055

I. Call to Order and Roll Call

Attendance Taken at 2:00 PM.

Brent England: Absent
Neal Kessler: Present
Rhonda Mills: Absent
Stephanie Ruttman: Present
Forrest Turpen: Present
Present: 3, Absent: 2.

II. Pledge of Allegiance

III. Board to consider and take possible action on the overnight request for Owasso Varsity Cheer to travel to Moore, OK on Thursday, November 10, 2022 to attend the Oklahoma Secondary School Activities Association (OSSAA) State Game Day Competition at 8:30 a.m. on Friday, November 11, 2022.

Motion to approve the overnight request for Owasso Varsity Cheer. This motion, made by Forrest Turpen and seconded by Stephanie Ruttman, passed.

Brent England: Absent
Neal Kessler: Yea
Rhonda Mills: Absent
Stephanie Ruttman: Yea
Forrest Turpen: Yea
Yea: 3, Nay: 0, Absent: 2

IV. Motion, discussion, and vote to reconsider the Board's October 31, 2022 decision affirming Dr. Coates's directive suspending Tim Reiland from school grounds and activities based on Dr. Coates' and Mr. Reiland's appeal submissions (written and video) to the Board and their responses to Board questions at the appeal hearing.

Motion to reconsider the Board's October 31, 2022 decision affirming Dr. Coates's directive suspending Tim Reiland from school grounds and activities based on Dr. Coates' and Mr. Reiland's appeal submissions (written and video) to the Board and their responses to Board questions at the appeal hearing. This motion, made by Forrest Turpen and seconded by Stephanie Ruttman, passed.

Brent England: Absent
Neal Kessler: Yea
Rhonda Mills: Absent
Stephanie Ruttman: Yea
Forrest Turpen: Yea
Yea: 3, Nay: 0, Absent: 2

V. Motion, discussion, and vote to rescind any suspension of Tim Reiland from school grounds and activities based on Mr. Reiland's interactions with Board Member Brent England after the October 10, 2022 board meeting in light of the ruling by federal judge John Heil on November 1, 2022, that Mr. Reiland's vulgar speech towards Mr.

England is protected speech under the United States Constitution.

Motion to rescind any suspension of Tim Reiland from school grounds and activities based on Mr. Reiland's interactions with Board Member Brent England after the October 10, 2022 board meeting in light of the ruling by federal judge John Heil on November 1, 2022, that Mr. Reiland's vulgar speech towards Mr. England is protected speech under the United States Constitution. This motion, made by Forrest Turpen and seconded by Stephanie Ruttman, passed.

Brent England: Absent

Neal Kessler: Yea

Rhonda Mills: Absent

Stephanie Ruttman: Yea

Forrest Turpen: Yea

Yea: 3, Nay: 0, Absent: 2

VI. Motion, discussion, and vote to affirm, modify, or reverse Dr. Coates's directive suspending Tim Reiland from school grounds and activities for six (6) months based only upon Mr. Reiland's actions toward Tulsa World Reporter Art Haddaway as set forth in Dr. Coates' and Mr. Reiland's appeal submissions (written and video) to the Board and their responses to Board questions at the appeal hearing held on October 31, 2022, any suspension only to be put in place upon absence of court order prohibiting the same.

Motion to affirm Dr. Coates's directive suspending Tim Reiland from school grounds and activities for six (6) months based only upon Mr. Reiland's actions toward Tulsa World Reporter Art Haddaway as set forth in Dr. Coates' and Mr. Reiland's appeal submissions (written and video) to the Board and their responses to Board questions at the appeal hearing held on October 31, 2022, said suspension only to be put in place upon absence of court order prohibiting the same. This motion, made by Neal Kessler and seconded by Forrest Turpen, passed.

Brent England: Absent

Neal Kessler: Yea

Rhonda Mills: Absent

Stephanie Ruttman: Yea

Forrest Turpen: Yea

Yea: 3, Nay: 0, Absent: 2

VII. **Vote to Adjourn**

Motion to adjourn at 2:11p.m. This motion, made by Forrest Turpen and seconded by Stephanie Ruttman, passed.

Brent England: Absent

Neal Kessler: Yea

Rhonda Mills: Absent

Stephanie Ruttman: Yea

Forrest Turpen: Yea

Yea: 3, Nay: 0, Absent: 2

November 2022 Overnight/Out of State Student Activity Requests

- **December 8-10 - Perry Dual + Perry Wrestling Tournament - OHS Boys Wrestling - Perry, OK**
- **January 7, 2023 - Pitt St Indoor Track Meet - OHS Track - Pittsburgh, KS**
- **January 13, 2023 - Arkansas Indoor Track Meet - OHS Track - Fayetteville, AR**
- **March 30 - April 2, 2023 - North American Saxophone Alliance International Convention - OHS Saxophone Ensemble - Hattiesburg, MS**
- **April 7, 2023 - Pitt State Track - OHS Track - Pittsburgh, KS**
- **April 13-15, 2023 - Kansas Relays - OHS Track - Lawrence, KS**
- **April 14 , 2023 - Bentonville HS Track Meet - OHS Track - Bentonville, AR**
- **May 11-13 2023 - State Track Meet - OHS Track - Ardmore, OK**

<u>District Services Surplus List</u>
25 Various HVAC scap units
3 Electric Stoves
6 Milk Coolers
3 Refrigerators
25 Pallets of surplus books
<u>Technology Surplus List</u>
2510 Chromebook Chargers
3758 Chromebooks

CERTIFICATE OF APPROVAL

November 14, 2022

Purchase Orders to be approved by the Board of Education:

2022-2023 General Fund

		<u>P.O. Nos.</u>	
<i>VENDORS</i>		716-821	108,675.88
<i>VENDORS</i>	Change Orders		274.84
			<u>\$ 108,950.72</u>

2022-2023 Building Fund

		<u>P.O. Nos.</u>	
<i>VENDORS</i>		77	18,000.00
<i>VENDORS</i>	Change Orders		0.00
			<u>\$ 18,000.00</u>

2022-2023 Child Nutrition Fund

		<u>P.O. Nos.</u>	
<i>VENDORS</i>		38	500.00
<i>VENDORS</i>	Change Orders		0.00
			<u>\$ 500.00</u>

2022-2023 Bond Fund 31

		<u>P.O. Nos</u>	
<i>VENDORS</i>		149-164	288,102.66
<i>VENDORS</i>	Change Orders		0.00
			<u>\$ 288,102.66</u>

2022-2023 Bond Fund 33

<i>VENDORS</i>		<u>P.O. Nos</u>	0.00
<i>VENDORS</i>	Change Orders		0.00
			<u>\$ -</u>

2022-2023 Bond Fund 35

<i>VENDORS</i>		<u>P.O. Nos.</u>	0.00
<i>VENDORS</i>	Change Orders		0.00
			<u>\$ -</u>

2022-2023 Bond Fund 39

<i>VENDORS</i>		<u>P.O. Nos.</u>	
<i>VENDORS</i>	Change Orders	59-64	290,300.00
			0.00
			<u>\$ 290,300.00</u>

2022-2023 Bond Fund 04-BOK

<i>VENDORS</i>		<u>P.O. Nos</u>	
<i>VENDORS</i>	Change Orders	17	169.99
			0.00
			<u>\$ 169.99</u>

Owasso Public Schools**Purchase Order Register****Options:** Year: 2022-2023, Fund: GENERAL FUND, Date Range: 10/6/2022 - 11/9/2022, PO Range: 716 - 821

PO No	Date	Vendor No	Vendor	Description	Amount
716	10/10/2022	10570	MORGAN BILYEU	Per Diem for NAGC Conference	210.50
717	10/10/2022	13847	CHRISTY WENDEL	Per Diem for NAGC Conference	210.50
718	10/10/2022	81217	BRIDGET D HOLMES	Per Diem for NAGC Conference	210.50
719	10/10/2022	86637	AMANDA ELISABETH DAVIS	Per Diem for NAGC Conference	210.50
720	10/10/2022	82953	CHARLENE D DUNCAN	Per Diem for ODSS Conference	62.50
721	10/10/2022	18152	CHASE/STAFF TRAVEL EXPENSES	GAS/TRV EXP ODSS CONF 10/25-27	62.50
722	10/10/2022	84393	KATHLEEN WEHMEYER	Per Diem for ODSS Conference	62.50
723	10/10/2022	13168	CENTERING ON CHILDREN, INC.	Instructional Supplies	1,648.15
724	10/10/2022	11351	AMAZON	AT Library supplies	35.00
725	10/10/2022	13914	MELINDA GALLAGHER	Per Diem Texas Library Association Conference	257.50
726	10/10/2022	87324	HANNAH LAUREL BUNN	Per Diem Texas Library Association Conference	257.50
727	10/10/2022	10051	HEATHER SHUCK	Per Diem Texas Library Association Conference	257.50
728	10/10/2022	18667	Texas Library Association	Registration Texas Library Association Conference	1,995.00
729	10/10/2022	18949	RLJ LODGING II REIT SUB LLC	Hotel-Texas Library Association Conf. April 19-22	2,495.61
730	10/10/2022	9494	SOUTHWEST AIRLINES	Round trip airfare to San Antonio, TX	600.00
731	10/10/2022	11351	AMAZON	Office Chairs-Farr, Sory, Braisted	509.97
732	10/10/2022	11351	AMAZON	Kinder Fall STEM Supplies	100.00
733	10/10/2022	276	WALMART #168	Kinder Fall STEM Supplies	41.00
734	10/10/2022	4999	OFFICE DEPOT	Variety of Office Supplies for Classroom Open PO	500.00
735	10/10/2022	18354	SCHOOL SPECIALTY LLC	9 Rolls of Craft Paper for Cart	481.81
736	10/10/2022	11351	AMAZON	Pumpkin/fall books 11/18	30.00
737	10/10/2022	12178	OAEA	Bratcher - Conference Entry Fee	100.00
738	10/10/2022	3156	GENERAL BINDING CORPORATION	Laminate for District Wide Use	4,000.00
739	10/12/2022	1452	BISHOP KELLEY HIGH SCHOOL	Dodge - Tournament Fees	200.00
740	10/12/2022	304	MUSKOGEE HIGH SCHOOL	Dodge - Speech Tournament	0.00
741	10/12/2022	444	BROKEN ARROW HIGH SCHOOL	Dodge - Tournament Fees	200.00
742	10/12/2022	1560	UNION HIGH SCHOOL	Dodge - Tournament Fees	200.00
743	10/12/2022	6782	BIXBY HIGH SCHOOL	Dodge - Bixby Tournament Fees	200.00
744	10/12/2022	1491	JENKS HIGH SCHOOL	Dodge - Jenks Tournament Fees	200.00
745	10/12/2022	11351	AMAZON	Office supplies	150.00
746	10/12/2022	18444	WeVideo, Inc.	Ram Tech Connect--Cadue	299.00
747	10/12/2022	12033	APPLE EDUCATION STORE	iPad apps for Northeast Elementary	26.94
748	10/12/2022	11351	AMAZON	Supplies and Materials Bailey Elementary	100.00
749	10/12/2022	4221	INNOVATIVE LEARNING CONCEPTS,INC	Manipulatives - Bailey Elementary	207.20
750	10/12/2022	12033	APPLE EDUCATION STORE	SLP apps	4,512.33
751	10/12/2022	13993	A-Z LEARNING	Online subscription renewal (1 year)	128.00

Owasso Public Schools**Purchase Order Register****Options:** Year: 2022-2023, Fund: GENERAL FUND, Date Range: 10/6/2022 - 11/9/2022, PO Range: 716 - 821

PO No	Date	Vendor No	Vendor	Description	Amount
752	10/12/2022	276	WALMART #168	Pumpkin puree, pumkin spice, cups, whip cream, etc	50.00
753	10/12/2022	18948	KAHOOT! ASA	Yearly Teacher Subscription to Kahoot! Games	144.00
754	10/20/2022	12033	APPLE EDUCATION STORE	LAMP app for Stone Canyon	299.99
755	10/20/2022	12033	APPLE EDUCATION STORE	SLP apps	2,508.16
756	10/20/2022	10483	SAM'S CLUB	LESLIE/DENNISON/MAIN OFFICE CHAIRS	331.74
757	10/26/2022	11351	AMAZON	WILSON S/SCIENCE CLASS SUPPLIES	440.71
758	10/26/2022	10483	SAM'S CLUB	WILSON S/SCIENCE CLASS SUPPLIES	200.00
759	10/26/2022	276	WALMART #168	WILSON S/SCIENCE CLASS SUPPLIES	54.19
760	10/26/2022	18612	GORILLA PAPER INC	WILSON S/SCIENCE CLASS SUPPLIES	155.69
761	10/26/2022	134	FLINN SCIENTIFIC, INC.	WILSON S/SCIENCE CLASS SUPPLIES	519.20
762	10/26/2022	7704	CAROLINA BIOLOGICAL SUPPLY CO	WILSON S/SCIENCE CLASS SUPPLIES	3,300.00
763	10/26/2022	9608	HOBBY LOBBY #25	CANNADY/CLASS PROJECT SUPPLIES, REQUEST 1	500.00
764	10/26/2022	9608	HOBBY LOBBY #25	CANNADY/CLASS PROJECT SUPPLIES, REQUEST 2.	500.00
765	10/26/2022	9608	HOBBY LOBBY #25	CANNADY/CLASS PROJECT SUPPLIES, REQUEST 3.	500.00
766	10/26/2022	9608	HOBBY LOBBY #25	CANNADY/CLASS PROJECT SUPPLIES, REQUEST 4.	500.00
767	10/26/2022	11351	AMAZON	Supplies for Mrs. Woolman	315.00
768	10/26/2022	18959	OKLAHOMA ASSOCIATION FOR PERSONS	OTI 2022 Conference	100.00
769	10/26/2022	11351	AMAZON	Childproof locks for Northeast Elementary	35.00
770	10/26/2022	8175	PLAYSCRIPTS, INC	Botts - Drama Production Licenses	664.08
771	10/26/2022	1543	J.W. PEPPER & SON, INC	Bettridge - OPEN PO - Choral Music/Supplies	4,000.00
772	10/26/2022	15727	THEATREFOLK	Dodge - Drama Curriculum	444.00
773	10/26/2022	17480	SQUARESPACE, INC.	DEBELLA/RENEWAL SUBSCRIPTION FOR ONLINE SOFTWARE.	168.00
774	10/26/2022	15689	REALLY GREAT READING	Playing Cards for Phonics Program	112.00
775	10/26/2022	11351	AMAZON	Classroom/Office Supplies	100.00
776	10/26/2022	15689	REALLY GREAT READING	SORT AND PLAY CARD COUNTDOWN AND SORT KINDER	84.00
777	10/26/2022	12250	ADMIRAL EXPRESS OFFICE SUPPLY	Construction Paper	543.34
778	10/26/2022	11351	AMAZON	Supplies for Classroom Instruction	650.00
779	10/26/2022	11351	AMAZON	White butcher paper roll 36i inch x 1000 feet	150.00
780	10/26/2022	15833	CREOKS MENTAL HEALTH SERVICES INC	Counseling Services	5,000.00
781	10/28/2022	4999	OFFICE DEPOT	OPEN PO-Paper Supply (Construction, Color, other)	700.00

Purchase Order Register

Options: Year: 2022-2023, Fund: GENERAL FUND, Date Range: 10/6/2022 - 11/9/2022, PO Range: 716 - 821

PO No	Date	Vendor No	Vendor	Description	Amount
782	10/28/2022	4999	OFFICE DEPOT	OPEN PO-General Office Supplies	700.00
783	10/28/2022	14079	PLANBOOKEDU LLC	Subscription Renewal	690.00
784	10/28/2022	11351	AMAZON	Door Gate for Smith Elementary	55.00
785	10/28/2022	457	PRO-ED INC	Instructional Materials	691.90
786	10/28/2022	18581	Bjorem Speech Publications, LLC	Speech Sound Cues	138.00
787	10/28/2022	276	WALMART #168	STEM - Items for Student Project	350.00
788	10/28/2022	4754	B-SEW INN	FACS Career Tech - Classroom Supplies	300.00
789	10/28/2022	4999	OFFICE DEPOT	Open P.O. for Office Supplies	500.00
790	10/28/2022	11950	TES PRODUCTIONS, INC	Green - Audio Input Box for PAC	1,300.00
791	10/31/2022	1861	MUNICIPAL ACCOUNTING SYSTEMS	W2 FORMS AND ENVELOPES	1,300.00
792	10/31/2022	18962	STERICYCLE INC	Disposal of Sharps Containers	500.00
793	11/01/2022	18963	Rebecca Wedel	Native American Foods Presentation - Nov. 2022	200.00
794	11/01/2022	13801	LORETTA BURGESS	Basket Making Presentation at OHS	400.00
795	11/01/2022	14729	ANITA LEA MCCORMICK	Basking Making Presentation at OHS	350.00
796	11/01/2022	15188	CHEYENNE GAGNER	Cherokee Language Bowl Instruction Blanket PO	1,200.00
797	11/01/2022	13170	KATHY SAMPLEY	Cherokee Language Bowl Instruction Blanket PO	600.00
798	11/01/2022	11771	SUPERNAW'S	Cultural Craft Supplies	100.00
799	11/01/2022	11351	AMAZON	Cultural Craft Supplies	250.00
800	11/02/2022	195	FELKINS ENTERPRISES, LLC	District Printing	9,000.00
801	11/02/2022	11351	AMAZON	Calculators for 4th Grade Classroom	25.00
802	11/02/2022	11351	AMAZON	Aux cord for events on stage	50.00
803	11/02/2022	11351	AMAZON	Sensory Supplies	185.00
804	11/02/2022	11351	AMAZON	Paper Rolls for Poster Printer	240.00
805	11/02/2022	15434	KAY BRATCHER	Had to refuel Suburban on Trip	40.13
806	11/02/2022	5612	GREAT EXPECTATIONS-NSU	GE Instructional Services 22-23 school year	1,500.00
807	11/08/2022	11351	AMAZON	Office Supplies	1,000.00
808	11/08/2022	5545	CONTINENTAL PRESS	Materials and Supplies	5,652.98
809	11/08/2022	11351	AMAZON	Headphones for Hodson Elementary & 6GC	255.00
810	11/08/2022	12697	CRISIS PREVENTION INSTITUTE, INC.	Renewal Training for School Psychologists	3,098.00
811	11/08/2022	16466	HAMILTON BUHL	USB Headset with Noise Cancelling	738.98
812	11/08/2022	341	WESTERN PSYCHOLOGICAL SERVICES	Testing Materials for School Psych's	536.80
813	11/08/2022	4221	INNOVATIVE LEARNING CONCEPTS, INC	Standards-Based Complete Set	20,517.19
814	11/08/2022	18967	FLORIDA INSTITUTE OF TECHNOLOGY	Registration fees	149.00
815	11/08/2022	5545	CONTINENTAL PRESS	Materials and Supplies	10,165.12
816	11/08/2022	276	WALMART #168	WILSON S/SCIENCE CLASS SUPPLIES.	300.00

Owasso Public Schools

Purchase Order Register

Options: Year: 2022-2023, Fund: GENERAL FUND, Date Range: 10/6/2022 - 11/9/2022, PO Range: 716 - 821

PO No	Date	Vendor No	Vendor	Description	Amount
817	11/08/2022	6976	BARNES & NOBLE	JINKS/ENGLISH CLASS MACBETH BOOKS	145.95
818	11/08/2022	11351	AMAZON	WILSON S./SCIENCE CLASS SUPPLIES.	898.92
819	11/08/2022	18048	SCIENCE TAKE-OUT, LLC	WILSON S/SCIENCE CLASS SUPPLIES.	481.80
820	11/08/2022	11351	AMAZON	OFFICE SUPPLIES	200.00
821	11/08/2022	11351	AMAZON	Electric pencil sharpener	40.00
Non-Payroll Total:					\$108,675.88
Payroll Total:					\$0.00
Report Total:					\$108,675.88

Owasso Public Schools

Change Order Listing

Options: Fund: GENERAL FUND, Year: 2022-2023, ReferenceDate: PO Date, Date Range: 10/6/2022 - 11/9/2022, PO Range: 1 - 715, Minimum Percentage Change: 20.00%, Include Negative Changes: False

PO No	Date	Vendor No	Vendor	Description	Amount
375	08/04/2022	84188	VICKIE L GRAHAM	Travel per diem	36.00
457	08/18/2022	17037	OWASSO CHARACTER COUNCIL	Annual Luncheon Tickets	160.00
573	09/08/2022	83700	OWEN L HAWZIPTA	4 Days Per Diem @ National Ind. Ed. Assoc Conf.	36.00
603	09/14/2022	11351	AMAZON	Presentation Clickers for PD Sessions	42.84
Non-Payroll Total:					\$274.84
Payroll Total:					\$0.00
Report Total:					\$274.84

Owasso Public Schools

Purchase Order Register

Options: Year: 2022-2023, Fund: BUILDING FUND, Date Range: 10/6/2022 - 11/9/2022, PO Range: 77 - 77

PO No	Date	Vendor No	Vendor	Description	Amount
77	10/21/2022	17274	OLD RULE SERVICES, LLC	Gym Floor Repair / Refinishing	18,000.00
Non-Payroll Total:					\$18,000.00
Payroll Total:					\$0.00
Report Total:					\$18,000.00

Owasso Public Schools

Purchase Order Register

Options: Year: 2022-2023, Fund: CHILD NUTRITION FUND, Date Range: 10/6/2022 - 11/9/2022, PO Range: 38 - 38

PO No	Date	Vendor No	Vendor	Description	Amount
38	11/08/2022	16651	OKLAHOMA CHILLER CORPORATION	Repairs for freezer	500.00
Non-Payroll Total:					\$500.00
Payroll Total:					\$0.00
Report Total:					\$500.00

Owasso Public Schools

Purchase Order Register

Options: Year: 2022-2023, Fund: FD 31 - 2022 BOND, Date Range: 10/5/2022 - 11/9/2022, PO Range: 149 - 164

PO No	Date	Vendor No	Vendor	Description	Amount
149	10/05/2022	9446	THE STACY GROUP	High School Track Architectural Services	240,000.00
150	10/07/2022	13861	AGILE SPORTS TECHNOLOGIES INC	BOND: TECHNOLOGY - G.BB HUDL SILVER ADDTL SUB.	549.00
151	10/12/2022	175	HERTZBERG-NEW METHOD, INC.	Library books	3,231.87
152	10/12/2022	247	BOUND TO STAY BOUND BOOKS	Library Books	368.49
153	10/12/2022	15689	REALLY GREAT READING	RGR Kindergarten Instructional Materials-A. Parks	952.00
154	10/12/2022	17307	RIVERSIDE ASSESSMENTS LLC	CogAT 8 Online Student Diagnostics	14,850.00
155	10/20/2022	11655	BILL BLANKESHIP	BOND: TECHNOLOGY FB SUBSCRIPTION RENEW O/C	3,499.00
156	10/28/2022	2558	WENGER CORPORATION	Bettridge - Vocal Posture Chairs	13,650.00
157	10/28/2022	11351	AMAZON	Green - Dressing Room Privacy Curtains	225.00
158	10/28/2022	11950	TES PRODUCTIONS, INC	Green - PAC Lobby TV's	2,255.39
159	10/28/2022	247	BOUND TO STAY BOUND BOOKS	Library Bound Books	2,736.19
160	10/28/2022	175	HERTZBERG-NEW METHOD, INC.	Bound Books for Student Library	647.11
161	10/28/2022	206	THOMPSON SCHOOL BK. DEPOSITORY	6-12 Grade Digital ELA Extension	1,047.90
162	10/31/2022	16041	TRANSFINDER	Infofinder i Subscription	1,467.00
163	11/02/2022	18964	SYNERGY 1 GROUP INC	Book Taco Subscription for Morrow, Smith, Mills	1,323.71
164	11/02/2022	13861	AGILE SPORTS TECHNOLOGIES INC	BOND TECHNOLOGY - B.SOC: HUDL RENEWAL	1,300.00
Non-Payroll Total:					\$288,102.66
Payroll Total:					\$0.00
Report Total:					\$288,102.66

Owasso Public Schools**Purchase Order Register****Options:** Year: 2022-2023, Fund: FD 39 - 2020 BOND, Date Range: 10/6/2022 - 11/9/2022, PO Range: 59 - 64

PO No	Date	Vendor No	Vendor	Description	Amount
59	10/07/2022	81	JD YOUNG	NETWORK COPIERS	59,000.00
60	10/20/2022	16997	KAL-AN ASPHALT INC	Parking Lot projects and Entry ways	100,000.00
61	10/31/2022	315	BLICK ART MATERIALS	Barber - Art Frames	300.00
62	11/02/2022	16285	BRIDGEPOINT ELECTRIC INC	District Lighting Projects	100,000.00
63	11/02/2022	17296	MITY-LITE INC	Chairs for District Wide Events	15,000.00
64	11/08/2022	2558	WENGER CORPORATION	Stage and Risers	16,000.00
Non-Payroll Total:					\$290,300.00
Payroll Total:					\$0.00
Report Total:					\$290,300.00

Owasso Public Schools

Purchase Order Register

Options: Year: 2022-2023, Fund: 2018 BOND/BOK, Date Range: 10/6/2022 - 11/9/2022, PO Range: 17 - 17

PO No	Date	Vendor No	Vendor	Description	Amount
17	10/28/2022	11351	AMAZON	Body Camera	169.99
Non-Payroll Total:					\$169.99
Payroll Total:					\$0.00
Report Total:					\$169.99

Owasso Public Schools

Cash Balances

Options: Fiscal Years: 2023, Funds: 60, As Of Date: 10/31/2022, Account Types: AC

Cash By Account and Fund

AC 0110	ROGERS COUNTY BANK			
2023	60	SCHOOL ACTIVITY FUND		\$3,288,968.17
			Total AC 0110	<u>\$3,288,968.17</u>
				<u>\$3,288,968.17</u>

Cash By Fund

2023	60	SCHOOL ACTIVITY FUND		\$3,288,968.17
				<u>\$3,288,968.17</u>

Owasso Public Schools

Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 7/1/2022 - 10/31/2022

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
801 GENERAL FUND	\$0.00	\$41,182.42	\$73,236.43	\$11,708.05	\$102,710.80	\$33,040.70	\$69,670.10
804 CH NUTRITION REF SUB ACCT	\$0.00	\$5,041.40	\$0.00	\$900.41	\$4,140.99	\$0.00	\$4,140.99
805 OHS ACTIVITY	\$0.00	\$17,460.20	\$52,206.80	\$4,761.17	\$64,905.83	\$4,640.57	\$60,265.26
806 HS AP	\$0.00	\$280.00	\$61,509.85	\$27,253.00	\$34,536.85	\$100.00	\$34,436.85
807 HS NATIONAL HONOR SOCIETY	\$0.00	\$4,606.00	\$33,638.31	\$3,784.95	\$34,459.36	\$1,290.00	\$33,169.36
808 HS STUDENT COUNCIL	\$0.00	\$27,565.02	\$17,014.51	\$18,985.44	\$25,594.09	\$4,475.00	\$21,119.09
809 HS SPEECH/DEBATE	\$0.00	\$0.00	\$1,854.66	\$0.00	\$1,854.66	\$0.00	\$1,854.66
810 OHS - TEACHER/STAFF APPRECIATION- FOOD ONLY	\$0.00	\$0.00	\$3,089.68	\$403.96	\$2,685.72	\$1,396.04	\$1,289.68
811 HS YOUTH ALIVE	\$0.00	\$0.00	\$805.69	\$0.00	\$805.69	\$0.00	\$805.69
812 HS YEARBOOK	\$0.00	\$1,849.00	\$5,112.03	\$6,148.19	\$812.84	\$135.00	\$677.84
814 HS ACADEMIC BOWL	\$0.00	\$0.00	\$328.43	\$0.00	\$328.43	\$0.00	\$328.43
815 HS EQUALITY CLUB	\$0.00	\$0.00	\$178.43	\$0.00	\$178.43	\$0.00	\$178.43
816 HS BAND	\$0.00	\$107,036.65	\$278,916.21	\$80,430.17	\$305,522.69	\$68,621.51	\$236,901.18
817 5TH GRADE HONOR CHOIR- DISTRICTWIDE	\$0.00	\$792.00	\$3,513.18	\$0.00	\$4,305.18	\$0.00	\$4,305.18
818 HS FFA	\$0.00	\$88,799.45	\$39,471.06	\$15,721.16	\$112,549.35	\$34,622.43	\$77,926.92
820 MARINE BIOLOGY CLUB	\$0.00	\$0.00	\$79.25	\$0.00	\$79.25	\$0.00	\$79.25
821 HS COUNSELORS	\$0.00	\$0.00	\$4,886.88	\$738.05	\$4,148.83	\$48.79	\$4,100.04
822 HS ART	\$0.00	\$3,832.00	\$697.30	\$1,130.81	\$3,398.49	\$0.00	\$3,398.49
824 HS STAGECRAFT	\$0.00	\$0.00	\$405.18	\$0.00	\$405.18	\$0.00	\$405.18
825 HS LIBRARY	\$0.00	\$8,403.17	\$10,220.23	\$7,813.24	\$10,810.16	\$4,520.34	\$6,289.82
826 HS SENIOR CLASS	\$0.00	\$7,860.00	\$10,411.35	\$1,610.00	\$16,661.35	\$2,500.00	\$14,161.35
827 HS UNIFIED CLUB	\$0.00	\$0.00	\$684.48	\$0.00	\$684.48	\$0.00	\$684.48
828 HS JUNIOR CLASS	\$0.00	\$0.00	\$15,928.00	\$2,398.50	\$13,529.50	\$400.00	\$13,129.50
831 E-SPORTS	\$0.00	\$2,503.22	\$0.00	\$338.78	\$2,164.44	\$593.92	\$1,570.52
835 HS HISTORY CLUB	\$0.00	\$500.00	\$0.62	\$0.00	\$500.62	\$0.00	\$500.62
837 HS ROBOTICS	\$0.00	\$0.00	\$1,018.72	\$0.00	\$1,018.72	\$0.00	\$1,018.72
838 OHS LARP CLUB	\$0.00	\$270.00	\$0.00	\$0.00	\$270.00	\$0.00	\$270.00
839 HS DRAMA/PRODUCTIONS	\$0.00	\$1,650.00	\$7,747.29	\$1,651.38	\$7,745.91	\$1,705.00	\$6,040.91
840 8GC TEACHER/STAFF APPRECIATION- FOOD ONLY	\$0.00	\$0.00	\$726.06	\$439.20	\$286.86	\$282.54	\$4.32
841 EIGHTH GRADE ACTIVITY	\$0.00	\$0.00	\$3,755.31	\$0.00	\$3,755.31	\$100.00	\$3,655.31
842 EIGHTH GRADE STUDENT COUNCIL	\$0.00	\$559.00	\$5,809.10	\$1,726.96	\$4,641.14	\$1,075.00	\$3,566.14
844 EIGHTH GRADE HOME EC	\$0.00	\$1,455.00	\$2,116.58	\$104.00	\$3,467.58	\$70.00	\$3,397.58
845 EIGHTH GRADE YEARBOOK	\$0.00	\$230.00	\$4,001.13	\$1,243.30	\$2,987.83	\$50.00	\$2,937.83
848 EIGHTH GRADE ART	\$0.00	\$1,940.00	\$755.79	\$0.00	\$2,695.79	\$0.00	\$2,695.79
849 EIGHTH GRADE FOREIGN LANGUAGE	\$0.00	\$1,070.00	\$1,467.85	\$245.19	\$2,292.66	\$200.00	\$2,092.66
851 EIGHTH GRADE ROBOTICS	\$0.00	\$0.00	\$24.62	\$0.00	\$24.62	\$0.00	\$24.62
853 EIGHTH GRADE COMPUTER	\$0.00	\$270.00	\$1,159.44	\$170.47	\$1,258.97	\$0.00	\$1,258.97
855 EIGHTH GRADE ENGLISH	\$0.00	\$0.00	\$447.79	\$30.00	\$417.79	\$0.00	\$417.79
856 EIGHTH GRADE TEACHERS WELFARE	\$0.00	\$655.88	\$511.98	\$56.32	\$1,111.54	\$0.00	\$1,111.54
857 7TH GRADE STEM	\$0.00	\$1,125.00	\$457.99	\$0.00	\$1,582.99	\$1,215.00	\$367.99
858 EIGHTH GRADE FCCLA	\$0.00	\$2,216.00	\$484.14	\$1,636.27	\$1,063.87	\$0.00	\$1,063.87
859 EIGHTH GRADE STRENGTH & CONDITIONING / PE	\$0.00	\$410.00	\$4,627.99	\$186.00	\$4,851.99	\$0.00	\$4,851.99
860 EIGHTH GRADE STEM	\$0.00	\$520.00	\$72.98	\$0.00	\$592.98	\$0.00	\$592.98
861 SEVENTH GRADE ACTIVITY	\$0.00	\$0.00	\$10,940.60	\$341.62	\$10,598.98	\$321.10	\$10,277.88
862 SEVENTH GRADE YEARBOOK	\$0.00	\$52.00	\$2,032.35	\$0.00	\$2,084.35	\$175.00	\$1,909.35
863 SEVENTH FOREIGN LANGUAGE	\$0.00	\$1,026.00	\$864.25	\$356.43	\$1,533.82	\$165.00	\$1,368.82
864 SEVENTH GRADE STUDENT COUNCIL	\$0.00	\$0.00	\$174.79	\$0.00	\$174.79	\$0.00	\$174.79
865 SEVENTH GRADE MATH	\$0.00	\$0.00	\$513.05	\$0.00	\$513.05	\$0.00	\$513.05
866 SEVENTH GRADE SCIENCE	\$0.00	\$0.00	\$282.46	\$108.95	\$173.51	\$40.00	\$133.51
868 SEVENTH GRADE PHYS ED	\$0.00	\$4,500.00	\$3,022.60	\$2,681.11	\$4,841.49	\$600.00	\$4,241.49
870 7GC TEACHER/STAFF APPRECIATION- FOOD ONLY	\$0.00	\$0.00	\$900.08	\$0.00	\$900.08	\$0.00	\$900.08
871 SEVENTH GRADE TEACHERS WELFARE	\$0.00	\$103.26	\$491.39	\$53.66	\$540.99	\$96.34	\$444.65
872 SEVENTH GRADE NATL JR HON SOC	\$0.00	\$0.00	\$1,634.05	\$0.00	\$1,634.05	\$0.00	\$1,634.05

Owasso Public Schools

Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 7/1/2022 - 10/31/2022

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
873 SEVENTH GRADE CREATIVE STUDIES	\$0.00	\$0.00	\$219.54	\$0.00	\$219.54	\$0.00	\$219.54
874 SEVENTH GRADE LIBRARY	\$0.00	\$3,693.61	\$2,530.84	\$3,767.58	\$2,456.87	\$1,990.00	\$466.87
875 BARNES ACTIVITY	\$0.00	\$2,179.77	\$14,485.98	\$2,274.78	\$14,390.97	\$1,533.24	\$12,857.73
876 BARNES ALL IN	\$0.00	\$0.00	\$1,465.21	\$992.60	\$472.61	\$0.00	\$472.61
877 BARNES LIBRARY	\$0.00	\$6,040.73	\$14,976.70	\$6,652.89	\$14,364.54	\$0.00	\$14,364.54
878 BARNES TACK	\$0.00	\$0.00	\$265.50	\$202.69	\$62.81	\$48.00	\$14.81
879 SEVENTH GRADE ART	\$0.00	\$4,390.00	\$2,787.42	\$399.07	\$6,778.35	\$2,200.00	\$4,578.35
880 BARNES TEACHER/STAFF APPRECIATION- FOOD ONLY	\$0.00	\$0.00	\$1,000.00	\$161.07	\$838.93	\$200.00	\$638.93
881 BARNES MUSIC	\$0.00	\$322.00	\$225.77	\$156.65	\$391.12	\$10.00	\$381.12
882 ATOR LIBRARY	\$0.00	\$3,510.56	\$11,781.03	\$5,019.31	\$10,272.28	\$285.55	\$9,986.73
883 ATOR ACTIVITY	\$0.00	\$1,020.00	\$12,242.41	\$1,456.03	\$11,806.38	\$1,285.40	\$10,520.98
884 ATOR PHYSICAL EDUCATION	\$0.00	\$0.00	\$3,723.60	\$0.00	\$3,723.60	\$200.00	\$3,523.60
885 ATOR MUSIC	\$0.00	\$1,215.00	\$1,622.37	\$1,131.60	\$1,705.77	\$1,035.68	\$670.09
886 ATOR TEACHERS WELFARE	\$0.00	\$17.01	\$669.65	\$343.56	\$343.10	\$40.00	\$303.10
887 MILLS ACTIVITY	\$0.00	\$1,241.75	\$13,069.53	\$1,530.35	\$12,780.93	\$4,388.34	\$8,392.59
888 STUDENT LEADERSHIP	\$0.00	\$0.00	\$1,561.50	\$0.00	\$1,561.50	\$0.00	\$1,561.50
889 MILLS TEACHER WELFARE	\$0.00	\$167.59	\$4,038.07	\$0.00	\$4,205.66	\$750.00	\$3,455.66
890 MILLS TEACHER/STAFF APPRECIATION- FOOD ONLY	\$0.00	\$0.00	\$1,105.90	\$514.62	\$591.28	\$585.38	\$5.90
891 MILLS LIBRARY	\$0.00	\$4,449.89	\$6,763.77	\$2,745.71	\$8,467.95	\$3,188.11	\$5,279.84
892 SMITH TEACHER/STAFF APPRECIATION- FOOD ONLY	\$0.00	\$0.00	\$698.84	\$0.00	\$698.84	\$0.00	\$698.84
893 SMITH ACTIVITY	\$0.00	\$9,248.00	\$9,259.33	\$3,084.53	\$15,422.80	\$2,009.02	\$13,413.78
894 SMITH LIBRARY	\$0.00	\$4,753.84	\$9,637.45	\$4,631.10	\$9,760.19	\$1,200.00	\$8,560.19
897 SMITH TEACHERS WELFARE	\$0.00	\$1,298.56	\$598.62	\$708.75	\$1,188.43	\$370.00	\$818.43
898 HODSON ACTIVITY	\$0.00	\$1,914.09	\$44,717.86	\$2,419.08	\$44,212.87	\$23,761.01	\$20,451.86
899 HODSON TEACHER WELFARE	\$0.00	\$593.90	\$642.12	\$0.00	\$1,236.02	\$584.00	\$652.02
900 HODSON TEACHER/STAFF APPRECIATION-FOOD ONLY	\$0.00	\$0.00	\$565.66	\$101.37	\$464.29	\$313.63	\$150.66
901 HODSON LIBRARY	\$0.00	\$5,847.01	\$19,908.42	\$1,205.82	\$24,549.61	\$14,215.20	\$10,334.41
902 HODSON PHYS ED	\$0.00	\$0.00	\$948.21	\$0.00	\$948.21	\$0.00	\$948.21
903 HODSON MUSIC	\$0.00	\$1,770.00	\$1,125.99	\$1,158.19	\$1,737.80	\$741.52	\$996.28
904 NORTHEAST TEACHER/STAFF APPRECIATION-FOOD ONLY	\$0.00	\$0.00	\$842.34	\$245.68	\$596.66	\$354.32	\$242.34
905 NORTHEAST ACTIVITY	\$0.00	\$6,651.80	\$27,437.88	\$1,276.14	\$32,813.54	\$1,571.00	\$31,242.54
906 NORTHEAST TEACHERS WELFARE	\$0.00	\$17.07	\$2,413.02	\$111.64	\$2,318.45	\$488.36	\$1,830.09
907 NORTHEAST LIBRARY	\$0.00	\$4,366.40	\$15,260.77	\$4,517.32	\$15,109.85	\$7,100.00	\$8,009.85
911 BAILEY ACTIVITY	\$0.00	\$2,400.85	\$16,733.69	\$3,146.24	\$15,988.30	\$3,654.00	\$12,334.30
912 BAILEY TEACHERS WELFARE	\$0.00	\$0.00	\$514.06	\$149.39	\$364.67	\$0.00	\$364.67
914 BAILEY LIBRARY	\$0.00	\$4,842.79	\$7,304.75	\$4,192.91	\$7,954.63	\$685.00	\$7,269.63
915 BAILEY TEACHER/STAFF APPRECIATION- FOOD ONLY	\$0.00	\$0.00	\$726.79	\$315.00	\$411.79	\$400.00	\$11.79
917 JONES FAMILY GIFT 2016	\$0.00	\$0.00	\$61.56	\$53.20	\$8.36	\$0.00	\$8.36
924 EIGHTH GRADE LIBRARY	\$0.00	\$1,471.59	\$2,767.40	\$1,443.51	\$2,795.48	\$0.00	\$2,795.48
926 EIGHTH GRADE NATL JR HONOR SOC	\$0.00	\$440.00	\$3,552.12	\$385.00	\$3,607.12	\$0.00	\$3,607.12
927 EIGHTH GRADE SCIENCE	\$0.00	\$0.00	\$400.48	\$0.00	\$400.48	\$350.00	\$50.48
929 SPECIAL ED PROGRAMS	\$0.00	\$0.00	\$251,368.97	\$0.00	\$251,368.97	\$13,970.19	\$237,398.78
930 ATOR TEACHER/STAFF APPRECIATION- FOOD ONLY	\$0.00	\$0.00	\$688.42	\$337.90	\$350.52	\$0.00	\$350.52
932 SPEC OLYMPICS - DIST WIDE	\$0.00	\$2,585.30	\$47,954.40	\$0.00	\$50,539.70	\$267.00	\$50,272.70
933 RAM ACADEMY	\$0.00	\$0.00	\$12,831.63	\$778.31	\$12,053.32	\$2,300.00	\$9,753.32
934 INDIAN EDUCATION ACTIVITY	\$0.00	\$0.00	\$8,305.44	\$2,597.31	\$5,708.13	\$1,725.00	\$3,983.13
937 GRANTS (EXCEPT OEF-SEE 936)	\$0.00	\$1,000.00	\$5,758.73	\$584.73	\$6,174.00	\$213.98	\$5,960.02
938 STAFF APPRECIATION-DISTRICT SERVICES-FOOD ONLY	\$0.00	\$0.00	\$2,158.96	\$0.00	\$2,158.96	\$0.00	\$2,158.96
941 ATHLETICS	\$0.00	\$468,683.47	\$335,494.86	\$281,196.86	\$522,981.47	\$130,057.05	\$392,924.42
942 RAM PARTNERS	\$0.00	\$123,610.00	\$81,092.01	\$44,239.91	\$160,462.10	\$60,595.00	\$99,867.10

Owasso Public Schools

Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 7/1/2022 - 10/31/2022

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
944 VIRTUAL/SUMMER SCHOOL	\$0.00	\$1,225.00	\$0.00	\$0.00	\$1,225.00	\$0.00	\$1,225.00
946 PERFORMING ARTS CENTER	\$0.00	\$309,652.26	\$504,260.03	\$2,250.98	\$811,661.31	\$3,942.01	\$807,719.30
947 OPERATIONS WELFARE FUND	\$0.00	\$120.89	\$256.12	\$172.75	\$204.26	\$83.37	\$120.89
949 HEALTH SERVICES	\$0.00	\$0.00	\$445.79	\$59.50	\$386.29	\$0.00	\$386.29
951 RAM TEACHER WELFARE	\$0.00	\$234.88	\$4,179.65	\$0.00	\$4,414.53	\$0.00	\$4,414.53
953 HS FAC	\$0.00	\$5,664.00	\$4,471.18	\$1,121.30	\$9,013.88	\$4,450.00	\$4,563.88
957 HS VOCAL	\$0.00	\$34,462.18	\$50,074.99	\$23,101.84	\$61,435.33	\$18,973.59	\$42,461.74
960 STEM - 6GC	\$0.00	\$1,205.00	\$1,731.97	\$694.34	\$2,242.63	\$0.00	\$2,242.63
962 STUDENT HOLDING ACCOUNT	\$0.00	\$10,253.11	\$61,233.96	\$0.00	\$71,487.07	\$0.00	\$71,487.07
963 HS LIBERTY COMMITTEE	\$0.00	\$1,585.00	\$4,441.12	\$0.00	\$6,026.12	\$1,600.00	\$4,426.12
965 HS TEACHERS WELFARE	\$0.00	\$2,554.57	\$4,164.79	\$128.99	\$6,590.37	\$1,039.91	\$5,550.46
968 MORROW ACTIVITY	\$0.00	\$1,426.50	\$13,011.24	\$0.00	\$14,437.74	\$2,171.00	\$12,266.74
969 MORROW TEACHER/STAFF APPRECIATION-FOOD ONLY	\$0.00	\$0.00	\$1,244.50	\$169.78	\$1,074.72	\$0.00	\$1,074.72
970 RAM ACADEMY TEACHER/STAFF APPRECIATION-FOOD ONLY	\$0.00	\$0.00	\$637.55	\$87.09	\$550.46	\$0.00	\$550.46
971 HS FCCLA	\$0.00	\$2,550.10	\$1,336.75	\$1,046.98	\$2,839.87	\$1,540.00	\$1,299.87
973 HS FOREIGN LANGUAGE CLUB	\$0.00	\$180.00	\$13,829.72	\$50.00	\$13,959.72	\$1,995.00	\$11,964.72
974 MORROW LIBRARY	\$0.00	\$0.00	\$7,633.45	\$625.09	\$7,008.36	\$150.00	\$6,858.36
975 SIXTH GRADE ACTIVITY	\$0.00	\$0.00	\$10,143.49	\$504.27	\$9,639.22	\$511.13	\$9,128.09
976 SIXTH GRADE PHYS ED	\$0.00	\$90.00	\$736.98	\$0.00	\$826.98	\$0.00	\$826.98
977 SIXTH GRADE STUDENT COUNCIL	\$0.00	\$0.00	\$17,249.00	\$678.55	\$16,570.45	\$7,450.00	\$9,120.45
978 SIXTH GRADE YEARBOOK	\$0.00	\$14.00	\$17,231.71	\$0.00	\$17,245.71	\$0.00	\$17,245.71
979 SIXTH GRADE COMPUTER	\$0.00	\$0.00	\$22.00	\$0.00	\$22.00	\$0.00	\$22.00
980 6GC TEACHER/STAFF APPRECIATION-FOOD ONLY	\$0.00	\$0.00	\$140.19	\$0.00	\$140.19	\$0.00	\$140.19
982 SIXTH GRADE SCIENCE	\$0.00	\$0.00	\$5,210.23	\$0.00	\$5,210.23	\$650.00	\$4,560.23
983 SIXTH GRADE ART	\$0.00	\$6,500.00	\$856.45	\$4,764.58	\$2,591.87	\$0.00	\$2,591.87
984 SIXTH GRADE TEACHERS WELFARE	\$0.00	\$225.50	\$2,066.41	\$0.00	\$2,291.91	\$0.00	\$2,291.91
986 SIXTH GRADE MATH	\$0.00	\$0.00	\$969.53	\$0.00	\$969.53	\$950.00	\$19.53
988 SIXTH GRADE SOCIAL STUDIES	\$0.00	\$0.00	\$4,170.82	\$595.00	\$3,575.82	\$0.00	\$3,575.82
989 SIXTH GRADE LIBRARY	\$0.00	\$4,774.69	\$14,421.44	\$5,154.73	\$14,041.40	\$200.00	\$13,841.40
990 STONE CANYON TEACHER/STAFF APPRECIATION-FOOD ONLY	\$0.00	\$0.00	\$564.91	\$398.66	\$166.25	\$166.25	\$0.00
993 SIXTH GRADE E.S.C.	\$0.00	\$0.00	\$1,572.00	\$0.00	\$1,572.00	\$0.00	\$1,572.00
994 STONE CANYON ACTIVITY	\$0.00	\$6,935.27	\$7,757.92	\$4,262.78	\$10,430.41	\$2,347.00	\$8,083.41
995 STONE CANYON TEACHERS WELF	\$0.00	\$62.80	\$620.57	\$0.00	\$683.37	\$0.00	\$683.37
997 STONE CANYON LIBRARY	\$0.00	\$11,956.58	\$22,457.34	\$17,501.40	\$16,912.52	\$550.00	\$16,362.52
998 CHROMEBOOK INS/ACCESORIES	\$0.00	\$48,520.00	\$53,791.28	\$31,445.25	\$70,866.03	\$22,000.00	\$48,866.03
Total	\$0.00	\$1,455,697.58	\$2,509,469.59	\$676,199.00	\$3,288,968.17	\$517,913.52	\$2,771,054.65



Pel Industries, Inc.

2001 Town West Drive • Rogers, Arkansas 72756 • (800) 643-3055

October 25, 2022

OWASSO PUBLIC SCHOOLS
1501 N ASH ST
OWASSO, OK 74055

Pel is a manufacturer of apparel, headwear, and other merchandise. The purpose of this agreement is to request your school's participation in Pel's production of licensed merchandise for your school. Pel will donate a 10% royalty on the net sales price of merchandise bearing your school name and/or logo(s) to your school. By accepting this offer, you are granting to Pel a non-exclusive license to print your school name and/or logo(s) on merchandise and to sell such merchandise to its retail customers, who may sell such licensed merchandise to their customers. This is a one year contract that begins with the date you sign below and ends one year from that date. Termination will become effective upon written advance notice of ninety days. Any existing inventory will be allowed to be sold through at the time of termination.

Pel takes great pride in the quality of the products it sells. Pel commits itself to providing only high-quality merchandise bearing your school name and/or logo(s). You may, at any time, request a representative sample of the products sold for inspection (samples may not have your school name and/or logo(s) used).

By accepting this offer, you represent that you have the authority to enter into this licensing agreement on behalf of your school. This agreement shall be binding upon the respective successors, heirs, and assigns of each party. No waiver by either party of a breach shall be construed as the waiver of any subsequent breach. This agreement contains the entire understanding between the parties concerning its subject matter, and no modification is binding unless in writing and signed by the party to be bound.

We are very pleased to have the opportunity to work with your school in promoting school spirit and community pride. If you have any questions, please do not hesitate to contact me.

Best regards,

Chris Dubbell
President
Pel Industries, Inc

Agreed by:

Signature: _____

Title: _____

Printed Name: _____

Date: _____

Signature: Laura Mills

Title: Sales Manager

Printed Name: Laura Mills

Date: 10/25/22



1.40 Public Participation

Any person wishing to attend meetings of the Owasso Public Schools Board of Education in the capacity of an observer is entitled to do so and is welcomed by the Board of Education. The Board of Education or the superintendent may invite members of the public to speak at regular Board meetings or special Board meetings called for specific purposes.

Organizations, groups and individuals may request to speak to the Board during the public comment segment scheduled for all Board meetings. A request to address the Board on any agenda item for the scheduled meeting may be made. Such a request must be made by the person wanting to address the Board on any agenda item for the scheduled meeting by signing their name and number of the agenda item to be discussed/addressed at least ten (10) minutes prior to the beginning of the meeting on the sign-in sheet provided at each regular ~~and special~~ Board meeting.

A request to address the Board on any non-agenda item must be received by the board minutes clerk in writing seven (7) calendar days prior to the Board's next regular meeting date. Topics for discussion must be specific in nature, as required by law for school board meetings. The board minutes clerk will contact citizens if the topic must be worded more specifically.

~~Each individual has one opportunity to comment, not to exceed 5 minutes. are allowed for each individual to comment.~~ The total time allotted to public comment at Board meetings will not exceed thirty (30) minutes. Citizen comments will be considered on a first-come, first-served basis.

Public comment is not required under the Open Meetings Act and is only permitted when it is appropriately listed as a board meeting agenda item. Because the Board can only take official action on items posted on the agenda per state law and when the specific agenda item is called, Board members will not respond to public comment and/or answer questions posed during public comment. The Board may also limit the number of speakers at any meeting.

No person who has publicly announced or filed as a candidate for public office may use the public comment portion of the Board meeting as a forum for campaigning. No persons representing a vendor may use the public comment portion of the Board meeting for the solicitation of a product or service.

School Board policies, state and federal law have established separate and distinct procedures and forums for the resolution of employee grievances, employee complaints, employee suspensions and terminations, and complaints against individual employees, pupil suspensions and appeals and litigation. To avoid circumvention of those separate proceedings and to assure fairness to all parties concerned, no person will be allowed to speak regarding the following:

- A. An issue in a pending lawsuit, complaint or investigation filed with an outside agency, in



Owassa Public Schools

which the School District, its employee(s) or the Board of Education is a party;

Amended August 2021

Amended April 2019

Amended January 2016 [Back to Table of Contents](#)

1.40 Public Participation

13

0

- B. A pending grievance;
- C. A pending employee complaint filed with the School District or an outside agency;
- D. A complaint against individual employee(s);
- E. Employee disciplinary action, suspension or termination; or
- F. A pending student suspension or appeal that may reach the Board of Education.

The Board of Education will not hear from any School District employee who has not taken his or her employment-related concern through the appropriate chain of command in an effort to resolve the matter at the lowest possible level. Employees are required to take their concerns to their immediate supervisor, the building principal, the Superintendent and only then to the Board of Education.



Owassa Public Schools

Amended August 2021

Amended April 2019

Amended January 2016 [Back to Table of Contents](#)

schoolyear	districtnam	schoolnam	countycod	districtcod	sitecode	Oct. 1st Enr	Oct. 1st Enr	Oct. 1st Enr	Oct. 1st Enr	Dropouts_	DropoutRa	HSDropout
2021	OWASSO		72	I011		1397	2828	2794	4225	77	1.84%	75
2021	OWASSO	OWASSO 7	72	I011	510	693	0	0	693	0	0.00%	0
2021	OWASSO	OWASSO 8	72	I011	610	704	0	0	704	2	0.28%	0
2021	OWASSO	OWASSO H	72	I011	715	0	2828	2794	2828	75	2.68%	75

HSDropout	TotalDropc	TotalDropc	Dropouts_	Dropouts_	age: < 13	age: 13	age: 14	age: 15	age: 16	age: 17	age: 18	age: 19 - 22
2.68%	86	2.04%	49	37	0	2	5	10	16	25	19	9
	0	0.00%	0	0	0	0	0	0	0	0	0	0
	2	0.28%	2	0	0	2	0	0	0	0	0	0
2.68%	84	2.97%	47	37	0	0	5	10	16	25	19	9

age: > 22	Race/Ethni	Race/Ethni	Race/Ethni	Race/Ethni	Race/Ethni	Race/Ethni	Grade: < 9	Grade: 9	Grade: 10	Grade: 11	Grade: 12	Exceptions
0	11	3	5	5	46	16	2	13	17	23	31	4
0	0	0	0	0	0	0	0	0	0	0	0	1
0	0	0	0	0	2	0	2	0	0	0	0	0
0	11	3	5	5	44	16	0	13	17	23	31	3

Unadjusted DropoutRate	TotalOHP	DropoutRateOHP
2.13%	0	0
0.14%	0	0
0.28%	0	0
3.08%	0	0

**Oklahoma State R
Participation in Deve
2020 Oklahoma Public High School Graduates**

		Fall First-Time Degree-Seeking Freshman Count	Science Developmental Student Count	Percent Science
TULSA	BERRYHILL HS	49	0	0.0%
	BIXBY HS	267	0	0.0%
	BOOKER T. WASHINGTON HS	162	0	0.0%
	BROKEN ARROW HS	530	0	0.0%
	CENTRAL HS	49	0	0.0%
	CHARLES PAGE HS	158	0	0.0%
	COLLINSVILLE HS	94	0	0.0%
	DANIEL WEBSTER HS	30	0	0.0%
	DOVE SCIENCE ACADEMY TULSA HS	28	0	0.0%
	EAST CENTRAL HS	63	0	0.0%
	GLENPOOL HS	78	0	0.0%
	JENKS HS	457	0	0.0%
	LIBERTY HS	6	0	0.0%
	MCLAIN HS FOR SCIENCE AND TECH	17	0	0.0%
	MEMORIAL HS	72	0	0.0%
	NATHAN HALE HS	53	0	0.0%
	OWASSO HS	301	0	0.0%
	SKIATOOK HS	60	0	0.0%
	SPERRY HS	37	0	0.0%
	THOMAS EDISON PREPARATORY HS	138	0	0.0%
	TRAICE	41	0	0.0%
	TULSA MET HS	4	.	.
	TULSA SCHL ARTS SCIENCES HS	26	0	0.0%
UNION HS	537	0	0.0%	
WILL ROGERS COLLEGE HS	92	0	0.0%	
Grand Total		17163	0	0.0%

* For high schools with five or fewer students, the freshman headcount has been

**Legends for Higher Education
Developmental Education in 2020-21
as Fall 2020 College Freshmen in Public Higher Education**

English Developmental Student Count	Percent English	Math Developmental Student Count	Percent Math	Reading Developmental Student Count	Percent Reading	Total Developmental Students
3	6.1%	10	20.4%	7	14.3%	12
27	10.1%	60	22.5%	60	22.5%	75
5	3.1%	23	14.2%	14	8.6%	30
53	10.0%	114	21.5%	119	22.5%	166
20	40.8%	23	46.9%	23	46.9%	29
10	6.3%	24	15.2%	15	9.5%	31
13	13.8%	24	25.5%	23	24.5%	34
4	13.3%	8	26.7%	2	6.7%	9
3	10.7%	4	14.3%	0	0.0%	6
8	12.7%	23	36.5%	19	30.2%	27
3	3.8%	10	12.8%	7	9.0%	15
33	7.2%	81	17.7%	53	11.6%	115
1	16.7%	1	16.7%	0	0.0%	2
1	5.9%	4	23.5%	5	29.4%	7
7	9.7%	29	40.3%	25	34.7%	34
8	15.1%	16	30.2%	18	34.0%	25
17	5.6%	40	13.3%	25	8.3%	64
5	8.3%	12	20.0%	7	11.7%	18
6	16.2%	7	18.9%	3	8.1%	9
13	9.4%	32	23.2%	24	17.4%	45
15	36.6%	21	51.2%	20	48.8%	23
.
2	7.7%	2	7.7%	2	7.7%	3
56	10.4%	134	25.0%	136	25.3%	186
25	27.2%	32	34.8%	37	40.2%	46
2060	12.0%	3607	21.0%	1581	9.2%	4651

Information entered, but no additional information has been provided in order to protect student privacy.

**Percent
Total**

24.5%

28.1%

18.5%

31.3%

59.2%

19.6%

36.2%

30.0%

21.4%

42.9%

19.2%

25.2%

33.3%

41.2%

47.2%

47.2%

21.3%

30.0%

24.3%

32.6%

56.1%

.

11.5%

34.6%

50.0%

27.1%

BOE Agenda Items

First Reading:

Board to review Policy # 1.87 (title) **Out of Country Transcript Policy for first reading. Edits, changes, and additions to the policy are outlined in the attachment.**

Newcomer students who enter Oklahoma secondary schools may present a diverse set of experiences and information related to documented credit, descriptions of coursework, and time spent in formal education. Despite this diversity, it is the policy of Owasso Public Schools to review all available documentation and to provide equivalent course credit, where appropriate, to ensure that every student has the opportunity to graduate with a high school diploma within a reasonable period of time.

Transcripts should be interpreted consistently and in a manner that best ensures the student is awarded all appropriate credit while also maintaining academic integrity. Staff responsible for the translation, interpretation, and potential awarding of credit must recognize that this process can, and likely will, have a significant impact on whether or not the student is able to earn a high school diploma.

The following steps will be followed:

- **Transcript Translation:** Translation may be completed by OPS staff if they possess the appropriate mastery of the transcript language or the translation may be completed by a translation service. The student and/or their family should not be used for translation assistance. It is important to note that translating course names may not be sufficient to evaluate international transcripts, as courses with identical names may vary in key characteristics such as clock hours, length of courses, and grading practices. It is important to gather relevant information about the corresponding country's education system. It may be helpful to reach out to the embassy or consulate of the student's home country in order to accurately interpret or evaluate provided documentation.
- **Awarding of Credit:** OPS staff will make every effort to ensure that credit is awarded for core content classes (Math, English, Science, and Social Studies) in alignment with the clock hours for equivalent classes documented on the out-of-country transcript. For example, a student with two complete years of math credited on an out-of-country transcript should be awarded the equivalent amount of local credit, if it can be reasonably determined that the student was exposed to similar content and can be successfully placed in an age-appropriate class.
- **Family/Student Interview:** After the transcript and relevant documentation have been translated and reviewed, a family/student interview may be helpful in answering any questions that may have arisen (e.g. clock hours, course content, term).
- **Local Transcript:** Using the information gathered in the previous steps, OPS staff will create a transcript based on the local template and determine if the student is eligible to gain additional credits through alternate means of assessment.
 - Portfolio of student work
 - Criterion-referenced assessment
 - Student thesis
 - Student project
 - Student performance or recitalUse of an alternate assessment may also be appropriate to award credit across content areas where there exists no direct equivalency between the class or classes on the out of country transcript and those detailed on the state 9th-12th Grade Subject Codes List.
- **Missing Records:** Instances in which students arrive without transcripts or student records may require the student's academic history be re-created using information gathered through a structured interview with the student and family members to gather information pertaining to course names, hours of instructional time, length of course, and grade obtained.

● **Recently Arrived English Learner (RAEL):** RAEL status has no bearing on a student's determined graduation cohort year. A student's graduation cohort year will be determined by the grade level assigned to the student upon their first recorded enrollment in Oklahoma schools. For high school students who enroll at any point during the school year, the following rules apply:

- 9th Grade: Graduation cohort year is the current school year plus three years
- 10th Grade: Graduation cohort year is the current school year plus two years
- 11th Grade: Graduation cohort year is the current school year plus one year
- 12th Grade: Graduation cohort year is the current school year

● **Oklahoma Seal of Biliteracy:** This credential is bestowed by the Oklahoma State Department of Education to recognize and honor high school students who have attained a high level of proficiency in one or more languages in addition to English. The Oklahoma Seal of Biliteracy is available to any student who is able to demonstrate biliteracy in English and another language at the Intermediate-Mid to Advanced-Low levels. This recognition becomes part of the high school transcript and recognizes the student's readiness for career, college, and engagement as a global citizen.

Request for approval:

Board to consider and take possible action on the proposed edits, changes, and additions to Policy #1.86 (title) School Library Book Selection, as outlined in the attachment.

The mission of the Owasso Library Media program is to empower our school community to be critical thinkers, effective and ethical users of ideas and information, and life-long readers and learners in a global society. The library media program shall be reflective of the community standards for the population the library media center serves when acquiring an age appropriate collection of print materials, nonprint materials, multimedia resources, equipment and supplies adequate in quality and quantity to meet the needs of students in all areas of the school library media program. All students shall have access to age appropriate material from any collection in the district, however, **parents or legal guardians shall have the right to restrict access to library materials for their student(s).**

The responsibility for the selection of library media center materials rests with the Owasso Board of Education. The superintendent or designee shall prepare regulations that support this policy. Authority for the selection of proper materials shall be delegated to the library media center staff. To this end, the responsibility of the school media center is:

1. To provide materials that will enrich the student as an individual and support the curriculum, taking into consideration individual needs, and the varied interests, abilities, and maturity levels of the students served.
2. To provide materials that will stimulate growth in factual knowledge, literary, cultural, and aesthetic appreciations, and awareness of societal and ethical standards.
3. To provide materials so that young citizens may develop the habit of analysis thereby enabling them to draw conclusions, make informed decisions, apply knowledge to new situations, and create new knowledge.
4. To provide a variety of materials which contribute to the understanding of our national heritage as well as knowledge and appreciation of the global community.
5. To provide high quality materials which will aid in the effort to create a comprehensive collection appropriate for the school community.
6. ~~Books and other library resources should be provided for the interest, information and enlightenment of all people the library serves. Materials should not be excluded because of the origin, background or views of those contributing to their creation.~~
7. ~~Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.~~
8. ~~Libraries that make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.~~
9. ~~Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.~~
10. ~~Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.~~
11. ~~A person's right to use a library should not be denied or abridged because of origin, age, background, or views.~~

~~Materials shall be selected in accordance with the principles established by the School Library Bill of Rights as approved by the American Association of School Librarians. Final selection will be made by the media specialist with input from the selection review committee. Suggestions from the administration, the faculty, and from the students are encouraged.~~

~~The American Association of School Librarians affirms that all libraries are forums for information and ideas, and that the following basic ideals should guide their services:~~

Responsibility for Selection

The board of education, the governing body of the school district, is legally responsible for the selection of instructional materials. This authority is delegated to the professional personnel of the district for the selection of these materials.

Materials for the library media center are selected primarily by the Library Media Specialist with input from the Selection Review Committee.

Selection Review Committee shall include at least 3 certified staff members which may include:

- Library Media Specialist
- Principal
- Counselor
- Classroom Teacher(s)

This committee must be approved by the superintendent or their designee.

Types of Material for Purchase

1. Instructional materials are chosen because they are of interest and have learning value for the student in the community. Materials are not **included or** excluded because of race, nationality, religion, or political views of the writer.
2. Insofar as it is practical, materials are provided which present all points of view concerning the problems and issues of our time: international, national, and local. Books and materials of sound factual authority are not removed or banned from library media center shelves because of partisan or doctrinal disapproval.
3. Periodicals and newspapers that supplement the curriculum needs shall be chosen for accuracy, objectivity, accessibility, demand, and prices.
4. Multiple items of outstanding quality and much in demand media are purchased as needed.
5. Nonfiction subjects that are topics of criticism are carefully considered before selection.

Among these are:

- A. Religion -- Factual unbiased material that represents all major religions may be included in the library media center collection. Bibles and other sacred writings are acceptable. Publications from religious bodies may be selected if they have general value or appear in magazine indexes.
- B. Ideologies -- The library media center should, without making any effort to

sway the reader's judgment, make available basic factual information on the maturity level of its reading public of ideologies or philosophies that are of current or continuing interest.

- C. Science -- Medical and scientific knowledge suitable to the development stage of the student should be made available without any biased selection of facts.

Criteria for Selection

1. Selections are made for, and in accordance with, the different maturity levels of the students.
2. As school library media center resources are finite, the library media program shall be reflective of the community standards for the population the library media center serves when acquiring an age appropriate collection of print materials, nonprint materials, multimedia resources, equipment, and supplies adequate in quality and quantity to meet the needs of students in all areas of the school library media program. (70 Okla. Stat. § 11-201)
3. Materials are selected which fill a need related to the curriculum and/or contribute to the development and enrichment of the student.
4. Interests, needs, abilities of the students, and correlation of materials with the curriculum are dominating factors in the selection of materials.
5. Materials are selected for validity, currency, and appropriateness of content. This includes an inspection of every graphic novel, prior to placing in the collection, for potential material involving sexually explicit content and extreme vulgarity.

Selection Tools

In selecting materials for purchase, the media specialist evaluates the existing collection and consults reputable, unbiased, professionally prepared selection aids, such as:

Booklist
Bulletin of the Center for Children's Books
Children's Catalog
The Elementary School Library Collection
Hornbook
Oklahoma Department of Libraries Book
School Library Journal
Junior High & Senior High School Catalog
Fiction Catalog

When possible, audiovisual materials shall be previewed before purchase or ordered with return privilege guaranteed.

Gift Books and Materials

1. Gift books and materials are accepted with the understanding that they must meet the same selection criteria as materials purchased with board of education funds. The practice of a donor purchasing new books or materials as library media center gifts is discouraged. It is preferable that donors make monetary gifts for the purchase of books and materials because the school receives a discount and can purchase more books for the same amount of money.
2. Gift books and other materials, once accepted by the Owasso Public Schools, become the property of the Owasso Public Schools.

Procedures for Reconsideration of Materials

1. It is recommended that a stakeholder should have the right to reject the use of instructional or library media materials which seem incompatible with his/her values and beliefs. It is further recommended that classroom assignments involving instructional materials provide alternative choices. ~~This procedure is consistent with the National Council of Teachers of English statement on Students' Right to Read which is endorsed in its entirety.~~ However, no stakeholder has the right to determine the reading material for students other than his/her own children.
2. Any stakeholder who wishes to request reconsideration of the use of any instructional or library media center materials in the school must make his/her request in writing on a Request for Reconsideration Form provided by the principal. The completed form is to be returned to the site principal for consideration by members of a review committee which is established by the site principal. No administrator, library media specialist or teacher should agree to withdraw an item without referring it to the review committee which determines whether the material should be withdrawn.
3. The committee membership designated by the site principal where the complaint occurs includes the following:
 - a. Voting Members:
 - i. Appropriate Level Principal from Alternate Site
 - ii. Appropriate Level Library Media Specialist from Alternate Site
 - iii. Appropriate Level Teacher from Alternate Site
 - iv. Appropriate Level Parent from Alternate Site
 - v. Appropriate Level Teacher from Site of Complaint
 - vi. Grades 9th and above can include 2 students (Optional)
 - b. Non-Voting Member:
 - i. Principal from Site of Complaint
 - ii. Appropriate Level Library Media Specialist from Site of Complaint
4. During the time of review the selection will be moved from the shelf to the principal's office. The complainant's concerns will be reviewed in addition to the materials. The materials will be judged by the committee as to conformity with selection criteria, instructional goals, and **community standards**. **This includes an inspection for potential material involving sexually explicit content and extreme vulgarity.**
5. The committee will reach a decision by simple majority vote. The complainant will receive a copy of the committee's Report of Reconsideration. The site principal will keep copies of the Request for Reconsideration and the Report of Reconsideration.
6. In the event the complainant does not accept the decision of the review committee, he/she may appeal to the Assistant Superintendent of Teaching and Learning. In the event the complainant does not accept the decision of the Assistant Superintendent of Teaching and Learning, he/she may appeal to the Owasso Board of Education. The decision of the Owasso Board of Education will be considered final.
7. In the event that more than one item is to be reviewed the reviews will happen one at a time. Only the item currently under consideration by the committee will be moved from the shelf. It is expected that the review process will take no longer than 90 school days for items to be reviewed. Once a final decision has been made by the

board of education regarding library materials, that material shall not be reconsidered again for a minimum of 5 years.

Reference: OKLA. STAT. tit. 70, § 11-201 (subject to renumbering due to duplicate sections passed during legislative session), OAC 210:35-3-126, OAC 210:35-3-127

AIA[®] Document A133[™] – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 14th day of November in the year 2022
(In words, indicate day, month, and year.)

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

Owasso Public Schools
1501 N Ash St
Owasso, OK 74055

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

Lowry Construction Services, Inc.
1729 S Boston Ave
Tulsa, OK 74119

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

Owasso Public Schools Wellness Center Renovation
13102 E 88th St N
Owasso OK 74055

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

The Stacy Group
8091 N Owasso Expressway
Owasso, OK 74055
918-272-2622

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

N/A

§ 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 Guaranteed Maximum Price, as defined in Article 6:

(Provide total and, if known, a line item breakdown.)

\$1,000,000

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

- .1 Design phase milestone dates, if any:

N/A

- .2 Construction commencement date:

To Be Determined through Preconstruction Services

- .3 Substantial Completion date or dates:

To Be Determined through Preconstruction Services

- .4 Other milestone dates:

N/A

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

N/A

§ 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.)

NA

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

Coordinate delivery of Owner provided items

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Mark Knowlton
Owasso Public Schools
1501 N Ash St
Owasso, OK 74055

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

Michael Stacy
The Stacy Group, Inc.
8091 North Expressway
Owasso, OK 74055

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

N/A

.2 Civil Engineer:

N/A

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

N/A

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Michael Stacy
The Stacy Group, Inc.
8091 N Owasso Expressway
Owasso, OK 74055

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

Jessie Patrick
Lowry Construction Services, Inc.
1729 S Boston Ave
Tulsa OK 74119

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

Jessie Patrick Project Manager
Hutton Lowry Project Manager
Field Superintendent

Init.

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

Title 61 compliance for solicitation of subcontractors.

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

N/A

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; ; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

Init.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

N/A

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria,

including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

\$15,000 lump sum

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position

Rate

N/A

N/A

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within two (2) months of the execution of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably reviewed and adjusted, if required.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

1.5 % One and a Half Percent

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Five Percent (5 %)

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

Five Percent (5 %)

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

Five Percent (5%) Overhead, Five Percent (5%) Profit

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed 110 percent (110 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

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

N/A

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

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§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

Project Manager
Assistant Project Manager
Project Engineer

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 .

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017. The costs of legal defenses, judgments, and settlements shall not be included

in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201-2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents and Title 61. The Construction Manager shall be present for the opening of sealed bids and make their recommendation for acceptance to the Architect and Owner. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee..

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 23 day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty-Five (45) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall be prepared to submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee, if requested. Construction Manager will submit final lien waivers for all previously received payments.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect and show an additional line item under affected schedule of value line item(s).

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the

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percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect’s professional judgment, to be reasonably justified; and
- .4 The Construction Manager’s Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

General Conditions
Insurance
Project Requirements

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

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(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Once 50% of work is complete, Retainage is reduced to 2.5% with respect to balance of work

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

Retainage on work not completed or on the punchlist will not be released until work is completed to Architect's satisfaction.

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those

stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager’s final accounting.

§ 11.2.2.3 If the Owner’s auditors’ report concludes that the Cost of the Work, as substantiated by the Construction Manager’s final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect’s final Certificate for Payment.

§ 11.2.3 The Owner’s final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner’s request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager’s Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

1.5 % One and a Half Percent

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

Arbitration pursuant to Article 15 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[] Other: *(Specify)*

If the Owner and Construction Manager 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, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201-2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

Price shall not exceed Guaranteed maximum price nor shall it exceed an amount calculated as follows:

1. Take Cost of Work incurred by Construction Manager to the date of termination;
2. Add Construction Manager's fee, computed upon the Cost of Work to the date of termination at a rate stated in Section 6.1
3. Subtract the aggregate of previous payments made by the Owner;
4. Add 20% of remaining estimated fee

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than three hundred thousand (\$ 300,000) for each occurrence and Two Million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than three-hundred Thousand (\$ 300,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager 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 that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, 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.

§ 14.3.1.4 Workers’ Compensation at statutory limits and Employers Liability with policy limits not less than five-hundred thousand (\$ 500,000) each accident, (\$) each employee, and (\$) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices 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 Construction Manager’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.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

(Paragraphs deleted)

§

§ 14.5 Other provisions:

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager 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 Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .5 :
(Insert the date of the E203-2013 incorporated into this Agreement.)

- .6 Other Exhibits:
(Check all boxes that apply.)

AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

- .7 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

Neal Kessler
Board President

(Printed name and title)

Jessie Patrick

CONSTRUCTION MANAGER (Signature)

Jessie Patrick Executive Vice President

(Printed name and title)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:44:07 ET on 11/08/2022 under Order No. 2114381258 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Jessie Patrick
(Signed)

Executive Vice President
(Title)

11/8/22
(Dated)

Owasso Public Schools

Treasurers Report

as of October 31, 2022

	General Fund prior year 7/1/21 to 10/31/21	General Fund current year 7/1/22 to 10/31/22	Building Fund prior year 7/1/21 to 10/31/21	Building Fund current year 7/1/22 to 10/31/22	Child Nutrition prior year 7/1/21 to 10/31/21	Child Nutrition current year 7/1/22 to 10/31/22	Sinking Fund prior year 7/1/21 to 10/31/21	Sinking Fund current year 7/1/22 to 10/31/22
Beginning Fund Balance	7,692,263.84	9,222,088.02	1,677,855.34	3,328,034.56	1,144,882.53	2,286,586.70	16,202,175.01	4,894,011.47
Revenue								
local	371,420.97	1,686,263.47	33,763.67	240,763.84	77,588.65	538,805.82	121,893.02	1,145,076.34
intermediate	428,489.23	428,939.58	0.00	0.00				
state	10,543,909.59	9,681,404.04	0.00	0.00	0.00	0.00	0.00	0.00
federal	636,459.59	1,370,410.72	0.00	217,576.36	601,320.00	853,197.69		
premium on bond sale							0.00	0.00
reimb/correcting entry	<u>5,423.32</u>	<u>40,829.14</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
total revenue	11,985,702.70	13,207,846.95	33,763.67	458,340.20	678,908.65	1,392,003.51	121,893.02	1,145,076.34
Expenditures								
salary	9,301,105.43	9,968,772.83			293,782.51	379,834.78	0.00	0.00
benefits	3,010,937.18	3,192,957.65			70,390.90	103,430.70	0.00	0.00
contracted prof / tech svcs	208,945.84	341,225.43	11,378.47	15,888.00	11,842.50	12,484.00	0.00	0.00
property svcs	187,523.15	119,259.37	354,556.14	454,521.49	39,814.08	30,855.16	0.00	0.00
other purchased svcs	322,229.42	324,255.64	935,503.64	995,515.28	494,928.61	468,840.70	0.00	0.00
supplies	318,738.83	589,153.68	800,180.91	957,583.76	11,660.34	5,827.09	0.00	0.00
property	618.00	4,251.30	137,200.29	9,322.49	0.00	11,629.66	0.00	0.00
dues/fees/registration/tuition	49,121.01	99,545.96			801.50	1,033.50	0.00	0.00
bond principal & interest							0.00	0.00
other uses	<u>541.69</u>	<u>1,019.14</u>	<u>0.00</u>	<u>0.00</u>	<u>6,200.00</u>	<u>7,500.00</u>	<u>0.00</u>	<u>0.00</u>
total expenditures	13,399,760.55	14,640,441.00	2,238,819.45	2,432,831.02	929,420.44	1,021,435.59	0.00	0.00
Balance as of October 31st, 2022	6,278,205.99	7,789,493.97	(527,200.44)	1,353,543.74	894,370.74	2,657,154.62	16,324,068.03	6,039,087.81
bank balance 10-31-22		7,909,821.95		1,662,648.11		2,660,064.11		6,039,087.81
outstanding checks		(120,327.98)		(309,104.37)		(2,909.49)		<u>0.00</u>
cash balance 10-31-22		7,789,493.97		1,353,543.74		2,657,154.62		6,039,087.81

**Owasso Public Schools
Treasurers Report**

Bond Funds Summary
as of 10-31-22

	bond 31 year to date	bond 33 year to date	bond 35 year to date	bond 39 year to date	lease 04 year to date
FY 23 Beginning Fund Balance	11,002,183.59	56,181.60	24,130,016.03	3,232,412.89	2,170,636.86
Revenue					
interest	36,481.49	152.80	58,901.51	8,566.82	0.00
correcting entry	0.00	0.00	0.00	0.00	0.00
bond proceeds	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
total revenue	36,481.49	152.80	58,901.51	8,566.82	0.00
Expenditures	<u>(1,981,081.96)</u>	<u>(45,062.84)</u>	<u>(14,531,252.75)</u>	<u>(1,541,303.78)</u>	<u>(1,286,299.73)</u>
Balance as of 10-31-22	9,057,583.12	11,271.56	9,657,664.79	1,699,675.93	884,337.13

project	description	Bond 31 budget	Bond 31 encumbered	Bond 31 balance	Bond 33 budget	Bond 33 encumbered	Bond 33 balance	Bond 35 budget	Bond 35 encumbered	Bond 35 balance
000	non categorical	228,783.96	0.00	228,783.96	45,062.84	45,062.84	0.00	422,879.25	419,654.53	3,224.72
008	business svcs	43,083.04	43,083.04	0.00	0.00	0.00	0.00	17,816.29	17,816.29	0.00
010	lease pmts	0.00	0.00	0.00	0.00	0.00	0.00	23,377,525.00	13,975,525.00	9,402,000.00
111	copiers	58,000.00	0.00	58,000.00	0.00	0.00	0.00	0.00	0.00	0.00
112	buses	920,000.00	790,953.00	129,047.00	0.00	0.00	0.00	0.00	0.00	0.00
113	technology	3,011,700.00	1,385,036.65	1,626,663.35	0.00	0.00	0.00	0.00	0.00	0.00
114	textbooks	2,341,253.00	778,141.23	1,563,111.77	0.00	0.00	0.00	0.00	0.00	0.00
116	uniforms/equipment	103,133.00	38,238.50	64,894.50	0.00	0.00	0.00	0.00	0.00	0.00
117	safety	226,000.00	29,479.00	196,521.00	10,681.55	10,681.55	0.00	0.00	0.00	0.00
119	plant operations	1,559,300.00	75,000.00	1,484,300.00	0.00	0.00	0.00	311,795.49	311,795.49	0.00
120	fine arts uniforms/equip	250,650.00	21,130.39	229,519.61	0.00	0.00	0.00	0.00	0.00	0.00
134	roofing district wide	750,000.00								
135	wellness center	1,000,000.00	60,000.00							
136	track/band project	300,000.00	285,000.00							
171	nurses equipment	38,985.00	27,933.90	11,051.10	0.00	0.00	0.00	0.00	0.00	0.00
172	library budgets	<u>169,112.00</u>	<u>106,589.64</u>	<u>62,522.36</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
total		11,000,000.00	3,640,585.35	5,654,414.65	55,744.39	55,744.39	0.00	24,130,016.03	14,724,791.31	9,405,224.72

project	description	Bond 39 budget	Bond 39 encumbered	Bond 39 balance	Fund 04 budget	Fund 04 encumbered	Fund 04 balance	Combined Budgets All Bond and Lease Funds		
								budget	encumbered	balance
000	non categorical	319,082.21	319,082.21	0.00	1,685,476.27	1,681,997.00	3,479.27	2,701,284.53	2,465,796.58	235,487.95
008	business svcs	78,520.67	79,270.67	(750.00)	45,380.04	45,380.00	0.04	184,800.04	185,550.00	(749.96)
010	lease pmts	0.00	0.00	0.00	0.00	0.00	0.00	23,377,525.00	13,975,525.00	9,402,000.00
111	copiers	111,072.55	59,000.00	52,072.55	0.00	0.00	0.00	169,072.55	59,000.00	110,072.55
112	buses	76,717.76	76,713.00	4.76	0.00	0.00	0.00	996,717.76	867,666.00	129,051.76
113	technology	282,948.47	276,804.73	6,143.74	132,628.21	114,848.40	17,779.81	3,427,276.68	1,776,689.78	1,650,586.90
114	textbooks	44,938.81	44,513.31	425.50	0.00	0.00	0.00	2,386,191.81	822,654.54	1,563,537.27
116	uniforms/equipment	1,104.95	0.00	1,104.95	0.00	0.00	0.00	104,237.95	38,238.50	65,999.45
117	safety	0.00	0.00	0.00	303,690.84	291,953.10	11,737.74	540,372.39	332,113.65	208,258.74
119	plant operations	2,180,569.11	1,328,629.63	851,939.48	3,461.50	3,461.50	0.00	4,055,126.10	1,718,886.62	2,336,239.48
120	fine arts uniforms/equip	78,857.02	8,754.24	70,102.78			0.00	329,507.02	29,884.63	299,622.39
134	roofing district wide							750,000.00	0.00	750,000.00
135	wellness center							1,000,000.00	60,000.00	940,000.00
136	track/band project							300,000.00	285,000.00	15,000.00
171	nurses equipment	0.00	0.00	0.00	0.00	0.00	0.00	38,985.00	27,933.90	11,051.10
172	library budgets	<u>49,691.32</u>	<u>49,691.32</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>218,803.32</u>	<u>156,280.96</u>	<u>62,522.36</u>
total		3,223,502.87	2,242,459.11	981,043.76	2,170,636.86	2,137,640.00	32,996.86	40,579,900.15	22,801,220.16	17,778,679.99

This amendment (the “**Amendment**”) is made by Municipal Accounting Systems, Inc. (“**MAS**”) and Owasso Public Schools (“**Customer**”), parties to the MAS Software Service Order Agreement dated 07/01/2022 (the “**Agreement**”).

MAS and Customer have agreed to amend the Agreement effective 11/8/2022 as follows:

1. The Re-Occurring Fiscal Year Charges section is amended to reflect the addition of Employee Document Management on 11/8/2022. Customer has agreed to the prorated fee of \$8,827.95 for the remaining term of the current Agreement, which expires 06/30/2023. The amount of the Agreement is increased from \$24,059.55 to \$32,887.50, creating an outstanding balance of \$8,827.95 to be paid no later than 12/15/2022.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement or any earlier amendment, the terms of this Amendment will prevail.

Accepted and Agreed:

Enter Customer Organization Name

Enter Customer Address

Municipal Accounting Systems, Inc.

908 East 35th Street
Shawnee, OK 74804

Amanda Burchfield

Authorized Individual’s Name

Authorized Individual’s Name

Title

Director of Customer Success

Title

Authorized Individual’s Signature

Amanda Burchfield

Authorized Individual’s Signature

Date

11/7/2022

Date

Policy Changes 2022-2023

Policy # 1.77 Employment and/or Assignment of Relatives

Language has been revised to allow more flexibility for hiring supervisors to fulfill district needs and adjust to future workforce.

Employment and/or Assignment of Relatives (1.77) - Redlined Version

A close relative, for administrative or supervisory employees, shall be defined as including the mother, father, grandmother, grandfather, or grandchild of the employee, or of the spouse of the employee, and, the spouse, son, ~~step-son~~, son-in-law, ~~step-son-in-law~~, daughter, ~~step-daughter~~, daughter-in-law, ~~step-daughter-in-law~~, brother, sister, brother-in-law, or sister-in-law.

No ~~regular full-time or part-time~~ employee will be placed in any position wherein direct administrative or supervisory authority is exercised by a close relative, or by any other relative residing in the same household. ~~Employees who are husband and wife, brothers and/or sisters, father and child, mother and child, or similar close relatives shall not be assigned to work in the same building or department in which the relatives would be required to work in close daily contact.~~ Exceptions may be granted by the Superintendent or his designee, if the exception is directly beneficial to students or other options do not exist.

Employment and/or Assignment of Relatives (1.77) - Revised Version

A close relative, for administrative or supervisory employees, shall be defined as including the mother, father, grandmother, grandfather, or grandchild of the employee, or of the spouse of the employee, and, the spouse, son, step-son, son-in-law, step-son-in-law, daughter, step-daughter, daughter-in-law, step-daughter-in-law, brother, sister, brother-in-law, or sister-in-law.

No regular full-time or part-time employee will be placed in any position wherein direct administrative or supervisory authority is exercised by a close relative, or by any other relative residing in the same household. Exceptions may be granted by the Superintendent or his designee, if the exception is directly beneficial to students or other options do not exist.

Substitute Custodian Pay Scale

Years of Experience	Pay Rate
0 - 4	= \$12.50/ Hr.
5 - 10	= \$14.00/ Hr.
11+	= \$15.50/ Hr.

This will be in effect as of 12/1/2022 for School Year 2022-2023.

Approved by: _____
(Signature) (Date)

Approved by: _____
(Signature) (Date)