

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, May 8, 2023, at 6:30 PM, Board of Education Conference Room of the Dale C. Johnson Education Service Center, 1501 N Ash St., Owasso, Oklahoma 74055

Meeting live stream link:

- I. **Call to Order and Roll Call**
- II. **Special Recognition** - Ms. Lacy Hall, Abbie Miles, Haddon Stang, Matthew Jimenez, Oliver Petty, Jack Lane, Grayson Wright, Jagger Swindell and Harper Robinson
- III. **Pledge of Allegiance**
- IV. **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. Sharon Dean (OU/K-20 Center)
- V. **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.
- VI. **Consent Agenda:** Board to consider and take possible action on the following consent agenda items. (Dr. Coates)
 - A. Minutes of April 17, 2023 Regular Meeting
 - B. Minutes of April 20, 2023 Special Meeting
 - C. Communications/Superintendent
 - i. Service Contract with Jentri Sinor Nutrition LLC as a sports nutrition consultant for the 2023-2024 school year at a cost of \$6,000, as outlined in the attachment and authorize the Superintendent or designee to execute the Service Contract
 - ii. Memorandum of Understanding with KCD Enterprises for live radio broadcast of athletic events for the 2023-2024 school year at a cost of \$17,700, as outlined in the attachment and authorize the Superintendent or designee to execute the MOU

- iii. Memorandum of Understanding with Gallagher Talent, LLC for providing advertising rights for the Owasso Sports Network webcasts and live radio broadcasts for the 2023-2024 school year, at a donation of 50% of the gross revenues of advertising generated by the broadcasts, as outlined in the attachment and authorize the Superintendent or designee to execute the MOU
- iv. Memorandum of Understanding with Trinity Media Group, LLC dba Vype Oklahoma for media rights and usage on behalf of media advertisers and commercial sponsors for OPS for the 2023-2024 school year at a donation no less than \$9,000 during the term and share revenue at 30% after the material costs are considered, as outlined in the attachment and authorize the Superintendent or designee to execute the MOU

D. Teaching and Learning

- i. Out of State Student Activity Trips
- ii. License agreement with Brain Pop for full access to supplemental digital curriculum modules for elementary students at our 9 elementary schools and the 6th Grade Center for the 2023-2024 school year at a cost of \$32,345.90, as outlined in the attachment and authorize the Superintendent or designee to execute the agreement
- iii. Memorandum of Understanding with Oral Roberts University for their Teacher Education Program for the 2023- 2024 school year at a cost of \$ 00.00, as outlined in the attachment and authorize the Superintendent or designee to execute the MOU
- iv. License agreement with CodeHS for student access to computer science coding lessons for the Owasso High School, 6GC, 7GC and 8GC for the 2023-2024 through the 2025-2026 school year at a cost of \$15,000 a year for a total of \$45,000, as outlined in the attachment and authorize the Superintendent or designee to execute the agreement
- v. Memorandum of Understanding with Horizon: Digitally Enhanced Campus for student access to Edgenuity curriculum content for the 2023-2024 school year at a cost of \$51,000.00, as outlined in the attachment and authorize the Superintendent or designee to execute the MOU
- vi. License agreement with NoRedInk for student access to writing and grammar curriculum for 6th - 12th grade for the 2023-2024 school year at a cost of \$39,620.76, as outlined in the attachment and authorize the Superintendent or designee to execute the MOU
- vii. License agreement with Synergy 1 Group, Inc for a Book Taco District Subscription for student seats to access books for the 2023-2024 school year at a cost of \$32,237.78, as outlined in the attachment and authorize the Superintendent or designee to execute the agreement
- viii. License agreement with World Book for district access to Online World Book for the 2023-2024 school year at a cost of \$8.643.60, as outlined in

the attachment and authorize the Superintendent or designee to execute the agreement

- ix. Memorandum of Understanding with Northeastern State University for counselor practical learning and experience for the 2023-2024 school year at no cost of none, as outlined in the attachment and authorize the Superintendent or designee to execute the MOU
- x. Memorandum of Understanding with A New Leaf, Inc. to provide the Autism Works program for students at Owasso Public Schools for the 2023-2024 school year at no cost to the District as outlined in the attachment and authorize the Superintendent or designee to execute the MOU
- xi. Agreement with State of Oklahoma, Department of Rehabilitation Services, Transition School-To-Work: Work Study for the 2023-2024 school year at no cost to the District, as outlined in the attachment and authorize the Superintendent or designee to execute the Agreement
- xii. Contract with Sebastian Lantos, LLC to provide Interpreting and Translating Services for the 2023-2024 school year at a cost outlined in the attachment and authorize the Superintendent or designee to execute the Contract
- xiii. Agreement with The University of Tulsa, to provide practicum setting in the interest of Speech-Language Pathology for the 2023-2024 school year at no cost to the District and authorize the Superintendent or designee to execute the Agreement
- xiv. MOU with Southwestern Oklahoma State University School Psychology Program, to provide on-site school psychology experiences to candidates who are enrolled in the Educational Specialist Degree Program in School Psychology 2023-2024 school year at no cost to the District and authorize the Superintendent or designee to execute the MOU
- xv. Contract with Superior Vision Consulting for the 2023-2024 school year at a cost outlined in the attachment and authorize the Superintendent or designee to execute the Contract

E. District Services

- i. Memorandum of Understanding with Owasso Police Department for School Resource Officers for the 2023-2024 school year at a cost of \$160,000, as outlined in the attachment and authorizing the Superintendent or designee to execute the Memorandum of Understanding
- ii. Memmorandum of Understanding with Owasso Police Department for K-9 Narcotics Control for the 2023-2024 school year at a cost of \$10,000, as outlined in the attachment and authorizing the Superintendent or designee to execute the Memorandum of Understanding
- iii. Memorandum of Understanding with Youth Services of Tulsa for Substance Abuse Services for the 2023-2024 school year at a cost of \$5,000, as outlined in the attachment and authorize the Superintendent or designee to execute the Memorandum of Understanding

F. Finance

- i. Purchase orders (encumbrances) and changes to encumbrances for April 2023
 - ii. Activity Financial Report for April 2023
 - iii. Concession Contracts with Owasso Boosters for the rights to operate the Concession stand for the 2023-2024 school year at a cost of 10% of the Club's concession profits, as outlined in the attachment and authorize the Superintendent or designee to execute the Concession Contract
 - iv. Agreement with Oklahoma State School Board Association for Membership Dues for the 2023-2024 school year at a cost of \$4,927.00, as outlined in the attachment and authorize the Superintendent or designee to execute the agreement
 - v. Agreement with Oklahoma State School Board Association for Policy Subscription Services for the 2023-2024 school year at a cost of \$1,000.00, as outlined in the attachment and authorize the Superintendent to execute the agreement
 - vi. Agreement with Municipal Accounting Systems for accounting software for the period July 1, 2023 to June 20, 2024 at a cost of \$41,275.80 as outlined in the attachment and authorize the Superintendent or designee to execute the agreement
- G. Human Resources
 - i. Transitions
 - ii. Contract with OSSBA for Employment Services Program for the 2023-2024 school year at a cost of \$ 4,025, as outlined in the attachment and authorize the Superintendent or designee to execute the Agreement
- VII. **Communications/Superintendent** - Dr. Margaret Coates
 - A. Board to consider and take possible action on the five (5) year Continuous Strategic Improvement plan developed in collaboration with OSSBA, the K-20 Center, and Owasso Public Schools for school years 2023 - 2028 as outlined in the attachment and authorize the Superintendent or designee to execute and implement the CSI plan
- VIII. **Teaching and Learning** - Mark Officer
 - A. Discussion regarding instructional materials to be purchased within the current adoption cycle. This year's adoption cycle includes the following subject areas: Elementary English Language Arts, Secondary English Language Arts, and World Languages (Ashley Hearn)
- IX. **District Services** - Kerwin Koerner
 - A. Receive first draft reading of new Policy #3.26 Armed Campus Security Officers
 - B. Board to review Policy # 5.59 Concession Management Protocol for first reading. Edits, changes, and additions to the policy are outlined in the attachment
 - C. Board to consider and take possible action on a Contract with ECT for districtwide Heating, Ventilation and Air Conditioning Service for the 2023-2024 school year at a cost of \$550,000, as outlined in the attachment and authorize the Superintendent or designee to execute the Contract

- D. Board to consider and take possible action on a contract with Nabholz Construction Corporation for construction management services for the Track remodel with Preconstruction Services of \$12,500.00, and a set fee of 4% 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
- X. **Finance** - Phillip Storm
 - A. Board to consider and take possible action on the Treasurer's Report for April 2023
 - B. Board to consider and take possible action on the revised Support Salary Scale to add a scale for Security Officers
 - C. Board to consider and take possible action on the temporary appropriations for Fiscal Year 2023-24 as outlined in the attachment
- XI. **Human Resources** - Lisa Johnson
 - A. Board to consider and take possible action on the MOU with the Owasso Education Association for an adjustment to the extra duty stipend addendum of the negotiated agreement for the 2023- 2024 school year at a cost of \$23,200, as outlined in the attachment and authorize the Superintendent or designee to execute the MOU
 - B. Board to consider and take possible action on a resignation agreement between the District and teacher Gregory Yankey and to authorize the Board President to execute the resignation agreement on behalf of the district
- XII. **Executive Session**
 - A. Vote to convene into executive session for the purpose of discussing the hiring of one assistant principal for the 6th Grade Center, two assistant principals for the 7th Grade Center, and one assistant principal for the 8th Grade Center as authorized by Okla.Stat.Tit.25§307(B)(1)
 - B. Acknowledge return to Open Session
 - C. Statement of Executive Session Minutes
- XIII. Board to consider and take possible action to hire an individual as assistant principal for the 6th Grade Center
- XIV. Board to consider and take possible action to hire an individual as an assistant principal at the 7Grade Center
- XV. Board to consider and take possible action to hire an individual as an assistant principal at the 7th Grade Center
- XVI. Board to consider and take possible action to hire an individual as an assistant principal at the 8th Grade Center
- XVII. **New Business**
- XVIII. **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. Mr. Tim Reiland
- XIX. **Vote to Adjourn**

This agenda was posted prior to 6:30p.m. on Friday, May 5, 2023 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, April 17, 2023 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: Absent
Stephanie Ruttman: Absent
Forrest Turpen: Present
Present: 3, Absent: 2.

II. Special Recognition - Ms. Tiffani Cooper, Avery Canarte and Peyton Dick

III. Pledge of Allegiance

IV. Reports to the Board

A. Superintendent - Dr. Margaret Coates

Dr. Coates gave a legislative update sharing a side by side comparison of the House and Senate Education Funding. She also reported that the district staffing needs have been identified for the 2023-2024 school year and that the district is waiting until after the legislative session ends in late May 2023 to finalize any decision-making. She shared that state testing would begin this week and that the Owasso Education Foundation golf tournament is scheduled for May 2, 2023.

B. Teaching and Learning - Mr. Mark Officer

Mr. Officer gave a summary of summer school offerings for 2023 including Credit Recovery, Grad Lab and Advanced Math for 5th-8th grade. SPARK handbooks have been completed, most positions have been filled and enrollment of staff children and patrons will begin in May. Special Services reported the Cherokee Nation was distributing honor cords for seniors and Special Olympics is hosting an area Corn Hole tournament on May 6 at the high school football field. In Fine Arts, there will be a District Wide Art show on Thursday of this week. We will also have a new Art Gallery installation in mid May.

C. District Services - Mr. Kerwin Koerner

Mr. Koerner reported the district would soon begin the request for proposal bid process for our Child Nutrition program and that our summer feeding program would return to pre-pandemic regulations. He also shared construction management interviews for the high school track project would begin next week. The District Services team is currently working on job descriptions and postings for five Security Guards in addition to the three Student Resource Officers we currently have.

D. Continuous Strategic Improvement (CSI) - Mr. Neal Kessler

Mr. Kessler gave an update on the Continuous Strategic Improvement process stating that the finalized plan would be presented for Board approval at the May 8, 2023 Board of Education meeting.

V. 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.

There were no comments from the public regarding agenda items.

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

Motion to approve consent agenda items VI.A. through VI.F.i. With the exception of item viii. Memorandum of Understanding with Horizon. This motion, made by Neal Kessler and seconded by Forrest Turpen, passed.

Brent England: Yea
Neal Kessler: Yea
Rhonda Mills: Absent
Stephanie Ruttman: Absent
Forrest Turpen: Yea

Yea: 3, Nay: 0, Absent: 2

Motion to table item viii. Memorandum of Understanding with Horizon: Digitally Enhanced Campus for student access to Edgenuity curriculum content for the 2023-2024 school year at a cost of \$51,000.00, as outlined in the attachment and authorize the Superintendent or designee to execute the MOU. This motion, made by Neal Kessler and seconded by Forrest Turpen, passed.

Brent England: Yea
Neal Kessler: Yea
Rhonda Mills: Absent
Stephanie Ruttman: Absent
Forrest Turpen: Yea

Yea: 3, Nay: 0, Absent: 2

A. Minutes of Regular Meeting March 20, 2023

B. Minutes of Special Meeting March 29, 2023

C. Teaching and Learning

i. Out of State Student Activity Trips

ii. Student Teaching Affiliation Agreement with Grand Canyon University to provide Student Teaching Internships for the 2023-2026 school year at no cost, as outlined in the attachment and authorize the Superintendent or designee to execute the MOU

iii. Memorandum of Understanding with University of Tulsa for college education majors for their education field, clinical and internships for the 2023-2024 school year at no cost, as

outlined in the attachment and authorize the Superintendent or designee to execute the MOU

iv. Memorandum of Understanding with Oklahoma State University to provide college education majors with field/clinical experiences and internships for the 2023-2024 school year at no cost, as outlined in the attachment and authorize the Superintendent or designee to execute the MOU

v. Memorandum of Understanding with Northeastern State University for college education majors to complete their student teaching portion of their education in traditional student internships for the 2023-2024 school year at no cost, as outlined in the attachment and authorize the Superintendent or designee to execute the MOU

vi. Contract with Junior Achievement for Owasso Public School Elementary 5th grade students to attend JA BizTown for the 2023-2024 school year at a cost of \$22,500.00, as outlined in the attachment and authorize the Superintendent or designee to execute the Contract

vii. Memorandum of Understanding with the Tristesse Grief Center to provide school-based grief support for students and faculty for the 2023-2024 school year at no cost, as outlined in the attachment and authorize the Superintendent or designee to execute the MOU

viii. Memorandum of Understanding with Horizon: Digitally Enhanced Campus for student access to Edgenuity curriculum content for the 2023-2024 school year at a cost of \$51,000.00, as outlined in the attachment and authorize the Superintendent or designee to execute the MOU

ix. Agreement/Contract with Spears Travel for travel arrangements for OPS employees for the 2022-2024 school year with a fee schedule, as outlined in the attachment and authorize the Superintendent or designee to execute the Agreement/Contract

D. Technology

i. Agreement with PowerSchool for renewal of licensing and support of the district student information system and related services for the 2023-2024 school year at a cost of \$105,455.13, as outlined in the attachment and authorize the Superintendent or designee to execute the agreement

ii. Contract with Gaggle for renewal of safety management services for the 2023-2024 school year at a cost of \$54,450.00, as outlined in the attachment and authorize the Superintendent or designee to execute the contract

iii. Quote from CPSI for renewal of licensing and support of Active Directory sync services for the 2023-2024 school year at a cost of \$3,000.00, as outlined in the attachment and authorize the Superintendent or designee to purchase

iv. Estimate from Amplified IT for renewal of licensing and support of Little SIS for Classroom cloud-based roster sync for the 2023-2024 school year at a cost of \$3,750.00, as outlined in the attachment and authorize the Superintendent or designee to purchase

- v. Estimate from Amplified IT for renewal of licensing and support of Gopher Sheets Add-On for the 2023-2024 school year at a cost of \$2,700.00, as outlined in the attachment and authorize the Superintendent or designee to purchase
- vi. Quote from Solarwinds for renewal of licensing and support of network monitoring tools and remote software for the 2023-2024 school year at a cost of \$7,978.36, as outlined in the attachment and authorize the Superintendent or designee to purchase
- vii. Quote from Informatics Holding Inc. for renewal of licensing and support of WASP inventory barcode system for the 2023-2024 school year at a cost of \$4,320.00, as outlined in the attachment and authorize the Superintendent or designee to purchase
- viii. Quote from Marcia Brenner Associates for renewal of licensing and support of Report Creator PowerSchool plugin for the 2023-2024 school year at a cost of \$1,272.00, as outlined in the attachment and authorize the Superintendent or designee to purchase
- ix. Quote from Lenovo, DBA Stoneware Inc, for renewal of licensing and support of LanSchool lab computer management software for the 2023-2024 school year at a cost of \$2,000.00, as outlined in the attachment and authorize the Superintendent or designee to purchase
- x. Agreement with Telecomp Holdings Inc for renewal of Mitel phone warranty and support services for the 2023-2024 school year at a cost of \$24,370.54, as outlined in the attachment and authorize the Superintendent or designee to execute the agreement
- xi. Quote from SherpaDesk, DBA BigWebApps, for renewal of licensing and support of SherpaDesk online ticketing system for the 2023-2024 school year at a cost of \$8,791.20, as outlined in the attachment and authorize the Superintendent or designee to purchase
- xii. Quote from Dynasign Corporation for renewal of online services related to signage for the 2023-2024 school year at a cost of \$2,800.00, as outlined in the attachment and authorize the Superintendent or designee to purchase
- xiii. Quote from ImageNet Consulting for renewal of services and support of XMedius Cloud centralized printing and faxing platform for the 2023-2024 school year at a cost of \$4,500.00, as outlined in the attachment and authorize the Superintendent or designee to purchase
- xiv. Quote from Freund Resources for renewal of licensing of sqlReports software for the 2023-2024 school year at a cost of \$594.00, as outlined in the attachment and authorize the Superintendent or designee to purchase
- xv. Quote from United Systems for renewal of licensing and support of Filewave Mobile Device Management system for the 2023-2024 school year at a cost of \$23,017.44, as outlined in the attachment and authorize the Superintendent or designee to purchase
- xvi. Quote from Dell Direct Sales L.P. for renewal of licensing of Adobe Creative Cloud software for the 2023-2024 school year at a cost of \$6,020.00, as outlined in the attachment and authorize the Superintendent or designee to purchase

xvii. Quote from Dell Direct Sales L.P for renewal of licensing of Microsoft 365 access for the 2023-2024 school year at a cost of \$59,448.56, as outlined in the attachment and authorize the Superintendent or designee to purchase

xviii. Quote from VIP Technology Solutions Group for renewal of licensing of ESET AntiVirus solution for the 2023-2024 school year at a cost of \$16,000.00, as outlined in the attachment and authorize the Superintendent or designee to purchase

xix. Quote from Transfinder for renewal of services and support of bus routing software and related applications for the 2023-2024 school year at a cost of \$12,875.00, as outlined in the attachment and authorize the Superintendent or designee to purchase

xx. Agreement with Alias Forensics for renewal of licensing and support of PRTG systems monitoring sensors for the 2023-2024 school year at a cost of \$1,725.00, as outlined in the attachment and authorize the Superintendent or designee to execute the agreement

xxi. Quote from United Systems for renewal of licensing and support of Lightspeed Web Content Filter and Lightspeed Classroom Management systems for the 2023-2024 school year at a cost of \$72,300.00, as outlined in the attachment and authorize the Superintendent or designee to purchase

xxii. Quote from ImageNet Consulting for renewal of licensing and support of LaserFiche platform for the 2023-2024 school year at a cost of \$6,570.00, as outlined in the attachment and authorize the Superintendent or designee to purchase

xxiii. Quote from United Systems for renewal of support of SonicWall SMA 410 secure mobile access appliance for the 2023-2024 school year at a cost of \$650.94, as outlined in the attachment and authorize the Superintendent or designee to purchase

xxiv. Quote from United Systems for renewal of licensing of Aerohive/Extreme network appliances and wireless access points for the 2023-2024 school year at a cost of \$78,668.72, as outlined in the attachment and authorize the Superintendent or designee to purchase

xxv. Quote from SHI for renewal of licensing and support of Veeam backup services for the 2023-2024 school year at a cost of \$1,609.47, as outlined in the attachment and authorize the Superintendent or designee to purchase

E. Finance

i. Purchase orders (encumbrances) and changes to encumbrances for March 2023

2022-2023 General Fund #1183-1361 (Vendors) \$218,713.75

2022-2023 General Fund Net Change Orders \$8,000.00

2022-2023 Building Fund #91-92 (Vendors) \$132,153.20

2022-2023 Building Fund Net Change Orders \$500,000.00

2022-2023 Child Nutrition Fund #41-43 (Vendors) \$19,800.00

2022-2023 Bond Fund 31 #197-213 (Vendors) \$1,940,486.90

2022-2023 Bond Fund 35 #18 (Vendors) \$1,500.00

2022-2023 Bond Fund 39 #90-93 (Vendors) \$30,925.50

2022-2023 Bond Fund 04-BOK # 21 (Vendors) \$3,500.00

ii. Activity Financial Report for March 2023

iii. Activity Account Budgets

F. Human Resources

i. Transitions

VII. Communications/Superintendent

A. Board to consider and take possible action on the 2024-2025 School Calendar (Jordan Korphage)

Motion to approve the 2024-2025 School Calendar. This motion, made by Forrest Turpen and seconded by Neal Kessler, passed.

Brent England: Yea

Neal Kessler: Yea

Rhonda Mills: Absent

Stephanie Ruttman: Absent

Forrest Turpen: Yea

Yea: 3, Nay: 0, Absent: 2

B. Board to consider and take possible action on the proposed edits, changes, and additions to Policy #1.05A Distribution of Information by Outside Organizations and Individuals, as outlined in the attachment (Jordan Korphage)

Motion to approve the proposed edits, changes, and additions to Policy #1.05A Distribution of Information by Outside Organizations and Individuals, as outlined in the attachment. This motion, made by Neal Kessler and seconded by Forrest Turpen, passed.

Brent England: Yea

Neal Kessler: Yea

Rhonda Mills: Absent

Stephanie Ruttman: Absent

Forrest Turpen: Yea

Yea: 3, Nay: 0, Absent: 2

VIII. Teaching and Learning -Mark Officer

A. Board to consider and take possible action on the proposed edits, changes and additions to the SPARK before and after care Employee Handbook

Motion to approve the proposed edits, changes and additions to the SPARK before and after care Employee Handbook. This motion, made by Neal Kessler and seconded by Forrest Turpen, passed.

Brent England: Yea

Neal Kessler: Yea

Rhonda Mills: Absent

Stephanie Ruttman: Absent

Forrest Turpen: Yea

Yea: 3, Nay: 0, Absent: 2

B. Board to consider and take possible action on the proposed edits, changes and additions to the SPARK before and after care Parent Handbook

Motion to approve the proposed edits, changes and additions to the SPARK before and after care Parent Handbook. This motion, made by Forrest Turpen and seconded by Neal Kessler, passed.

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

C. Board to consider and take possible action on the contract with Connected Kids for the remainder of the 2022- 2023 school year, May 1st - June 30th at a cost of \$3,150 and continuing into the 2023-2024 school year, July 1st - May 31st at a cost of \$80,700 for a total of \$83,850 as outlined in the attachment and authorize the Superintendent or designee to execute the agreement

D. Agreement with Tulsa City-County Health Department for the "All About Kids Program" for the 2023-2024 school year at no cost, as outlined in the attachment and authorize the Superintendent or designee to execute the agreement

Motion to approve Agreement with Tulsa City-County Health Department for the "All About Kids Program" for the 2023-2024 school year at no cost, as outlined in the attachment and authorize the Superintendent or designee to execute the agreement. This motion, made by Neal Kessler and seconded by Forrest Turpen, passed.

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

IX. Technology - Russell Thornton

A. Board to consider and take possible action on the purchase of student computer lab workstations through Lenovo in the amount of \$608,259.15

Motion to approve the purchase of student computer lab workstations through Lenovo in the amount of \$608,259.15. This motion, made by Neal Kessler and seconded by Forrest Turpen, passed.

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

X. Finance - Phillip Storm

A. Board to consider and take possible action on the Treasurer's Report for March 2023
Motion to approve the Treasurer's Report for March 2023. This motion, made by Neal Kessler and seconded by Forrest Turpen, passed.

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

B. Board to consider and take possible action on a contract with Kerry John Patten CPA for the audit of the financial statements for the year ending June 30, 2023 at a cost of \$20,590 as outlined in the attachment and authorize the superintendent or designee to execute the contract
Motion to approve a contract with Kerry John Patten CPA for the audit of the financial statements for the year ending June 30, 2023 at a cost of \$20,590 as outlined in the attachment and authorize the superintendent or designee to execute the contract. This motion, made by Forrest Turpen and seconded by Neal Kessler, passed.

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

C. Board to consider and take action on the renewal of a contract with Clearwater Enterprises for the purchase of natural gas for the time period 7-1-23 to 6-30-24 at a cost of \$0.06/MMBtu above sellers cost as outlined in the attachment and authorize the superintendent or designee to execute the contract

Motion to approve the renewal of a contract with Clearwater Enterprises for the purchase of natural gas for the time period 7-1-23 to 6-30-24 at a cost of \$0.06/MMBtu above sellers cost as outlined in the attachment and authorize the superintendent or designee to execute the contract. This motion, made by Neal Kessler and seconded by Forrest Turpen, passed.

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

XI. Human Resources - Lisa Johnson

A. Board to consider and take possible action on a resignation agreement between the District and teacher Robert N. Richards and authorize the Board President to execute the resignation agreement on behalf of the district.

Motion to approve a resignation agreement between the District and teacher Robert N. Richards and to authorize the Board President to execute the resignation agreement on behalf of the district. This motion, made by Forrest Turpen and seconded by Neal Kessler, passed.

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

B. Board to consider and take possible action on the Contract with Shamrock Holdings, LLC DBA HSD Metrics for exit interviews and exit surveys for the 2022- 2023 school year at a cost of \$9,756.00, as outlined in the attachment and authorize the Superintendent or designee to execute the Contract

Motion to approve the Contract with Shamrock Holdings, LLC DBA HSD Metrics for exit interviews and exit surveys for the 2022- 2023 school year at a cost of \$9,756.00, as outlined in the attachment and authorize the Superintendent or designee to execute the Contract. This motion, made by Neal Kessler and seconded by Forrest Turpen, passed.

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

XII. Executive Session

A. Vote to convene into executive session for the purpose of discussing the hiring of one Assistant Director of Athletics and one Assistant Principal for Bailey Elementary and one Assistant Director of Child Nutrition as authorized by Okla.Stat.Tit.25§307(B)(1).

Motion to to convene into executive session for the purpose of discussing the hiring of one Assistant Director of Athletics and one Assistant Principal for Bailey Elementary and one Assistant Director of Child Nutrition as authorized by Okla.Stat.Tit.25§307(B)(1). This motion, made by Forrest Turpen and seconded by Neal Kessler, passed.

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

B. Acknowledge return to Open Session

Acknowledge return to Open Session at 8:02 p.m.

C. Statement of Executive Session Minutes

During the executive session, the members of the Board of Education who were present were Brent England, Frosty Turpen and Neal Kessler. Also present during the executive session was Dr. Margaret Coates, Mr. Mark Officer, Mr. Kerwin Koerner and Mr. Zach Duffield. During the executive session, the board members discussed the hiring of one Assistant Director of Athletics, one Assistant Principal for Bailey Elementary and one Assistant Director of Child Nutrition. This will constitute the minutes of the executive session.

XIII. Board to consider and take possible action to hire one Assistant Director of Athletics. Motion to hire Ms. Chris Lang as the Assistant Director of Athletics. This motion, made by Forrest Turpen and seconded by Neal Kessler, passed.

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

XIV. Board to consider and take possible action to hire one Assistant Principal for Bailey Elementary.

Motion to hire Ms. Tiffanie Palmer as the assistant principal for Bailey Elementary. This motion, made by Neal Kessler and seconded by Forrest Turpen, passed.

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

XV. Board to consider and take possible action to hire one Assistant Director of Child Nutrition. Motion to hire Ms. Janna Ragland as the assistant director of Child Nutrition. This motion, made by Neal Kessler and seconded by Forrest Turpen, passed.

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

XVI. **New Business**

XVII. 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.

There were no requests to address the board regarding non-agenda items.

XVIII. Vote to Adjourn

Motion to adjourn at 8:05 p.m. This motion, made by Forrest Turpen and seconded by Neal Kessler, passed.

Brent England: Yea

Neal Kessler: Yea

Rhonda Mills: Absent

Stephanie Ruttman: Absent

Forrest Turpen: Yea

Yea: 3, Nay: 0, Absent: 2

MINUTES OF SALE OF BONDS

The Board of Education of Independent School District Number 11 of Tulsa County, State of Oklahoma, met in Special Session at the Conference Room, Dale C. Johnson Education Service Center, Owasso Public Schools, 1501 North Ash Street, Owasso, Oklahoma, in said School District on the 20th day of April, 2023, at 12:00 o'clock Noon

PRESENT: BRENT ENGLAND, President; FORREST J. TURPEN, Vice President; STEPHANIE RUTTMAN, Clerk and Member; NEAL KESSLER, Member

ABSENT: RHONDA MILLS, Member

Notice of this special meeting was given in writing to the County Clerk of Tulsa County, Oklahoma at 9:43 o'clock a.m. on the 21st day of March, 2023, forty-eight (48) hours or more prior to this meeting, and public notice of this meeting, setting forth the date, time, place and agenda was posted at the entrance of the Board of Education Room located in the Dale C. Johnson Education Service Center, in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week at 10:00 o'clock a.m. on the 19th day of April, 2023, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays, and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto).

(OTHER PROCEEDINGS)

It appearing that due and legal notice had been given that said School District would offer for sale at the Conference Room, Dale C. Johnson Education Service Center, Owasso Public Schools, 1501 North Ash Street, Owasso, Oklahoma, on the 20th day of April, 2023, at 11:30 o'clock a.m., its \$31,000,000 of General Obligation Combined Purpose Bonds of 2023, maturing \$1,000,000 in two years from their date and \$15,000,000 annually each year thereafter until paid, the Board of Education proceeded to consider the bids received for the purchase of said Bonds. The following bids were received and considered by the Board of Education:

Bidders	Average Interest Rate Bid	Net Interest Cost	Premium
BOK Financial Securities, Inc., Oklahoma City, Oklahoma	4.518103%	\$4,834,369.99	\$213,130.01
PNC Capital Markets, Philadelphia, Pennsylvania	4.540972%	\$4,858,840.00	\$11,160.00
Piper Sandler & Co., Chicago, Illinois	4.573972%	\$4,894,150.00	\$26,850.00
Robert W. Baird & Co., Inc., Milwaukee, Wisconsin	4.656561%	\$4,982,520.00	\$29,980.00
Wells Fargo Bank, N.A., Charlotte, North Carolina	4.744042%	\$5,076,125.00	\$3,875.00

The Board required each bidder to submit with his/her bid a sum in cash or its equivalent, equal to two percent (2%) of his/her bid and after due consideration of all bids received by the Board, a motion was made by **TURPEN** that the Bonds be awarded, sold and delivered to **BOK Financial Securities, Inc., Oklahoma City, Oklahoma** upon fulfillment of the terms as set out in said contract and bid for the purchase of said Bonds.

Said motion was seconded by **KESSLER** and was adopted by the following vote:

AYE: ENGLAND, TURPEN, RUTTMAN, KESSLER

NAY: None

ADOPTED this 20th day of April, 2023.

Brent Syland

President, Board of Education

ATTEST:

Stephanie Pullman

Clerk, Board of Education

(SEAL)



INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement (this "Agreement") is entered into effective as of _____ (the "Effective Date"), by and between Owasso Public Schools, (the "District"), and Jentri Sinor Nutrition LLC ("Service Provider").

RECITALS

Service Provider desires to provide services to the District pursuant to all of the terms and conditions as set forth in this Agreement.

Therefore, in consideration of the mutual covenants contained herein, the District and Service Provider agree as follows:

1. **Duties and Responsibilities:** Upon execution of this Agreement, Service Provider will diligently render services that he/she is licensed to perform as a Registered Dietitian in accordance with the directives of the District and will use his/her best efforts and good faith in accomplishing such directives. Service Provider agrees to devote his/her efforts, abilities, and attention to providing the services to the District, and will not engage in any activities which will interfere with such efforts. Furthermore, Service Provider will only offer those services which he/she is licensed to provide. Service Provider shall be reasonably available to athletes and coaches and will maintain frequent communication with athletes, coaches, and the athletic department in the performance of the services.
 - a) Service Provider shall be available for 1:1 consultations with athletes during set hours during the week, as determined by the schedule of the Service Provider, and shall respond to athlete and coach requests for consultations within 24 hours of receipt of such request.
 - b) Service Provider will advise District on pre- and post-practice fueling ideas and strategies
 - c) Service provider will advise District on proper food and hydration products for athletes during competition.
 - d) Service Provider will work with District and student athletes to develop pre-game meal and snack ideas
 - e) Service provider will collaborate with Athletic Training, Strength and Conditioning, and Coaching Staff to determine how to best meet athlete needs.
 - f) Services will be performed part-time.
 - g) Service Provider may schedule periods of time during which he/she will not be available to athletes and coaches, provided that (i) he/she has communicated the timing of these periods of

unavailability to the athletes and coaches, and (i) has communicated the same to the District at least one week prior to the proposed date of absence, and the District, in its sole discretion, has approved Service Provider's Request to be unavailable during such periods.

2. **Independent Contractor:** The Service Provider is an independent contractor. Nothing in this Agreement shall be construed to cause Service Provider to be classified as an employee of the District.
3. **Compensation:** Service Provider will receive a total compensation of \$6,000 divided into two separate installments, one each semester.
4. **Reaffirm Obligations:** Upon termination of his/her affiliation with the District Service Provider, if requested by the District, will reaffirm in writing his/her recognition of the importance of maintaining the confidentiality of the District's Proprietary Information, disclose the identity of his/her new employer or business ventures, and reaffirm any other obligations set forth in this Agreement.

5. **Termination:**

N. All Service Providers are "at will" independent contractors. The District and/or Service Provider may terminate this Agreement with or without cause.

O. **Termination of Independent Contractor Services:** The District or Service Provider may terminate Service Provider's services at any time with 14 days' prior written notice to the other party, and subject in all cases to the terms of this Agreement.

P. **Rights Upon Termination:** Subject to the terms of this Agreement, upon termination of the Service Provider's services by the District or by the Service Provider, the Service Provider shall be entitled to the compensation, benefits and reimbursements described in this Agreement For the period ending as of the effective date of the termination (the "Termination Date").

6. **Insurance:** Service Provider is required to have his/her own professional liability and general liability insurance. Service Provider shall provide proof of insurance coverage to the District.

7. **Indemnification:** Service Provider shall indemnify and hold District harmless against all claims that arise in connection with his/her services with the District. Service Provider shall be responsible for all costs associated with defending these claims including attorney's fees.

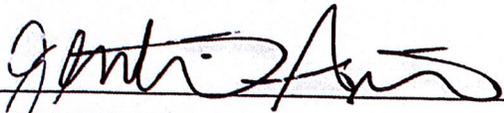
Q. **Amendments:** This Agreement may be amended only by a written agreement executed by the District and Service Provider.

R. **Entire Agreement:** This Agreement constitutes the entire agreement of the parties and supersedes any and all other agreements either oral or in writing, among the parties hereto with respect to the subject matter hereof and thereof.

S. **Notices:** All notices under this Agreement may be provided by email at the following email addresses: jentrisinor@gmail.com.

T. Waiver: No waiver by either party to this Agreement of any right to enforce any term or condition of this Agreement, or of any breach hereof, will be deemed a waiver of such right in the future or of any other rights remedy available under this Agreement.

U. Effective Date: It is understood by Service Provider That this Agreement will be effective when signed by both the District and Service Provider, and that the terms of this Agreement will remain in full force and effect, both during the continuation of Service Provider's employment and, except for Sections 2, 3 and 4, after the termination of Service Provider's employment for any reason.



SERVICE PROVIDER

4/12/23
DATE

BOE PRESIDENT
OWASSO PUBLIC SCHOOLS

DATE

OWASSO PUBLIC SCHOOLS AGREEMENT

THIS AGREEMENT ("Agreement") is entered as of the _____ day of _____, 2023 by and between KCD ENTERPRISES ("Station and Broadcaster"), and OWASSO PUBLIC SCHOOLS.

Licensee of Radio Station KYFM 100.1-FM of Bartlesville, OK ("Station"). Irrespective of the date set forth above, and irrespective of whether any date is inserted above, the effective date of this Agreement shall be August 1, 2023 ("Effective Date") unless another date is designated herein as the Effective Date.

- 1) This Agreement covers all regular season 2023 OWASSO HIGH SCHOOL men's varsity football games, all regular season 2023-24 OWASSO HIGH SCHOOL men's & women's varsity basketball games, 2023 OWASSO HIGH SCHOOL men's varsity baseball as set out below.
 - 10 High School Football Games + playoffs
 - 20 Boys Basketball Games + playoffs
 - 20 Girls Basketball Games+ playoffs
 - 10 Baseball Games + playoffs

Total of 60 Events
- 2) OWASSO HIGH SCHOOL will produce live coverage of OWASSO HIGH SCHOOL football, basketball and baseball games for broadcast by Station. OWASSO HIGH SCHOOL will deliver the program signal via TIELINE, phone line or any other distribution method as designated by Station. Station will be responsible, for providing any facilities necessary to receive the signal. OWASSO HIGH SCHOOL will be responsible for facilities and equipment sending the signal to the station. If any interruption of a program occurs due to problems with OWASSO HIGH SCHOOL 's equipment or facilities or the connections to Station, then Station will work with OWASSO HIGH SCHOOL in extending the programs to Station by other suitable means, but OWASSO HIGH SCHOOL shall be responsible for all costs associated therewith.
- 3) With respect to OWASSO HIGH SCHOOL Football games:
 - a. Station will carry live each football broadcast, which includes pre-game and post-game programming, as agreed upon by both parties. Station agrees to carry all elements of each football broadcast, including, but not limited to, play-by-play, any pregame, halftime and post-game programs, opening/closing billboards, and any pre-game and post-game coach's interviews. Games must start after 6:00pm central time unless agreed upon by both parties.
 - b. Each football broadcast will include up to three minutes during the game for Station use and two minutes in the pregame and two minutes in the postgame for Station use.

- c. Station will promote its coverage of OWASSO HIGH SCHOOL football games and related programs with a minimum of twenty five (25) promotional on-air announcements to promote the game each week during the football season. If OWASSO HIGH SCHOOL provides the audio for such announcements, Station shall use and carry that copy or those recorded announcements as specified by OWASSO HIGH SCHOOL.
- 4) With respect to OWASSO HIGH SCHOOL Men's & Women's Basketball games:
 - a. Station will carry live each basketball broadcast, which includes pre-game and post-game programming as agreed upon by both parties. Station agrees to carry all elements of each basketball broadcast, including, but not limited to, play-by-play, any pregame, halftime and post-game programs, Network opening/closing billboards, and any pre-game and post-game coach's interviews. Games must start after 6:00pm central time unless agreed upon by both parties.
 - b. Each basketball broadcast will include three minutes during the game for Station use and two minutes in the pregame and two minutes in the postgame for Station use.
 - c. Station will promote its coverage of OWASSO HIGH SCHOOL basketball games and related programs with a minimum of twenty-five (25) on-air announcements each week during the basketball season. If OWASSO HIGH SCHOOL provides the audio for such announcements, Station shall use and carry that copy or those recorded announcements as specified by OWASSO HIGH SCHOOL.
- 5) With respect to OWASSO HIGH SCHOOL Baseball games:
 - a. Station will carry live each football broadcast, which includes pre-game and post-game programming, as agreed upon by both parties. Station agrees to carry all elements of each Baseball broadcast, including, but not limited to, play-by-play, any pregame, halftime and post-game programs, opening/closing billboards, and any pre-game and post-game coach's interviews. Games must start after 6:00pm central time unless agreed upon by both parties.
 - b. Each baseball broadcast will include up to seven minutes during the game for Station use.
 - c. Station will promote its coverage of OWASSO HIGH SCHOOL baseball games and related programs with a minimum of twenty five (25) on-air announcements each week during the football season. If OWASSO HIGH SCHOOL provides the audio for such announcements, Station shall use and carry that copy or those recorded announcements as specified by OWASSO HIGH SCHOOL.
- 6) Station will produce a list of times during OWASSO HIGH SCHOOL football, basketball and baseball games when OWASSO HIGH SCHOOL shall have its times for commercials.
 - a. At the request of OWASSO HIGH SCHOOL, Station will produce, at no charge to OWASSO HIGH SCHOOL, local commercials or store identity tags. Copy for commercials must be sent to production@bartlesvillerradio.com no later than 48 hours before a

game.

- 7) Station agrees to comply with all broadcast regulations regarding commercial advertising for athletic events of OWASSO HIGH SCHOOL and of the OSSAA as they may from time to time be amended. These regulations and policies prohibit the advertising of alcoholic beverages (except beer), casino's (off sight betting), tobacco, sexually explicit materials and feminine hygiene products.
- 8) Station will notify OWASSO HIGH SCHOOL of any change in transmitter location, power, frequency, or hours of operation of the Station or any other change in event that could affect Station's ability to carry out its obligations under this Agreement to the satisfaction of OWASSO HIGH SCHOOL.
- 9) Station will immediately notify OWASSO HIGH SCHOOL of any application to the Federal Communications Commission for the transfer of any interest in the Station or any assignment of the license to operate the Station. Any such assignment or transfer shall expressly state that the assignee or transferee assumes all obligations of Broadcaster and Station contained in this Agreement. Notwithstanding such transfer or assignment, OWASSO HIGH SCHOOL shall have the right to terminate this Agreement, if in the sole opinion of OWASSO HIGH SCHOOL, the assignment or transfer renders Station less valuable to OWASSO HIGH SCHOOL.
- 10) The term of this Agreement shall commence on the Effective Date and shall continue, unless sooner terminated, through May 31, 2024.
 - a. If Station or Broadcaster breaches any provision of this Agreement and fails to cure such breach within ten (10) days after OWASSO HIGH SCHOOL gives notice of such breach, OWASSO HIGH SCHOOL will have the right to terminate this Agreement, and such termination shall occur and become effective upon OWASSO HIGH SCHOOL 's delivery to Broadcaster of a written notification of termination. Neither party shall be released from liabilities for its obligations or default hereunder, incurred or occurring prior to such termination.
 - b. In the event Station ceases operation for any reason, Broadcaster agrees to notify OWASSO HIGH SCHOOL immediately, and may terminate this Agreement immediately.
- 11) OWASSO HIGH SCHOOL agrees to pay an annual broadcast rights fee of **\$17,700** for 2023-24. The broadcast fee is for all regular season OWASSO HIGH SCHOOL men's varsity football and basketball games and select women's basketball and men's baseball games. The annual broadcast rights fee shall be paid via check or money order and shall be due in six (6) equal installments by the last days of September, October, November, December, January and February of each athletic year. Remit to: KYFM, PO Box 1100, Bartlesville, OK 74005.

- 12) OWASSO HIGH SCHOOL is responsible for all talent fees and broadcast rights fees associated with the broadcast. KCD Enterprises is responsible for the in studio board engineer.
- 13) Broadcaster and Station acknowledge that its facilities are of unique character and value, the loss of which cannot be adequately compensated for in damages in an action at law, and that breach by either Station or Broadcaster of this Agreement will cause OWASSO HIGH SCHOOL irreparable injury. Broadcaster and Station therefore agree that in addition to such other remedies as may be available, OWASSO HIGH SCHOOL will be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of this agreement by Station or Broadcaster. Should OWASSO HIGH SCHOOL initiate any proceeding seeking injunctive relief, Broadcaster and Station agree that OWASSO HIGH SCHOOL need not post any bond or other security in any such proceeding.
- 14) Neither party shall be liable to the other party for any special or punitive damages of any nature, including but not limited to lost profits, arising out of or related to this Agreement or the transactions or activities contemplated herein, whether such liability is asserted based on alleged breach or termination of this Agreement or on tort liability (except for will-full or grossly negligent conduct) or otherwise, even if such damage was foreseeable or the parties were aware of the possibility of any such loss or damage.
- 15) If performance under this Agreement by either party is wholly or partially prevented by an act of God, inevitable accident, fire, court action, act of public officials or any government or governmental instrumentality, lockout, strike or other labor disputes, failure of satellite, failure of technical facilities, riot or civil commotion, act of public enemy, failure or delay of transportation facilities, or for any other cause beyond the control of the non-performing party, neither party will have liability under this Agreement so long as any such cause exists which prevents performance hereunder. The non-performing party shall provide notice to the other party of the reason(s) for non-performance and shall take such steps that are reasonable under the circumstances to again initiate performance.
- 16) Nothing herein contained shall be construed to prevent Station from substituting on a single game basis a program which is of greater local or national importance, as long as Station first obtains the prior consent of OWASSO HIGH SCHOOL, which consent shall not be unreasonably withheld. Should Station choose to so pre-empt any program, it shall also, however: (i) notify OWASSO HIGH SCHOOL as soon as it can do so prior to the pre-emption; (ii) make good all missed OWASSO HIGH SCHOOL commercial announcements in a like time period agreeable to OWASSO HIGH SCHOOL; (iii) assist OWASSO HIGH SCHOOL in obtaining another station in the same market to broadcast the program; and (iv) frequently promote the fact that the program has been moved, including the call letters and frequency of the other station, and the program time and date.

- a. Station may also interrupt a program provided by OWASSO HIGH SCHOOL hereunder and substitute another program of greater local or national importance involving the public need to know without prior notice to OWASSO HIGH SCHOOL, as long as it also makes good all missed OWASSO HIGH SCHOOL commercial announcements in a like time period agreeable to OWASSO HIGH SCHOOL and notifies OWASSO HIGH SCHOOL as soon after the pre-emption as possible.

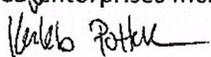
17) This Agreement contains the entire understanding of the parties hereto relating to the subject matter and cannot be changed or terminated orally. The laws of the State of Oklahoma shall govern the validity, interpretation, and legal effect of this Agreement. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision of the contract. Except for routine information exchanges, each notice given hereunder must be sent by a nationally recognized overnight delivery service to the principal business office of the other party and shall be deemed given when sent in such a manner. OWASSO HIGH SCHOOL or Station's (Broadcaster's) failure in any instance to object to or take affirmative action with respect to an act or omission of the other which violates the terms of this Agreement shall not be construed as a waiver of that or any future violation. The party waiving such right must provide all waivers in writing.

18) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission or by electronic delivery of PDF copies shall constitute effective execution and delivery of this Agreement and such copies may be used in lieu of the original Agreement for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused the foregoing contract to be signed by a duly authorized agent of each party, as of the Effective Date.

Station & Broadcaster:

School:

 4-25-23
KCD Enterprises Inc. dba KYFM 100.1 FM


President, Board of Education, Owasso Public Schools

Current Contact Information: KYFM Office/Studio 918-336-1001
Evan Fahrbach Sports Director 316-259-2049
Kaleb Potter 918-907-1314

Owasso High School Athletic Office _____

Memorandum of Understanding

This memorandum of understanding is between Gallagher Talent, LLC and Owasso Public Schools for the purpose of providing advertising rights for Owasso Sports Network webcasts and live radio broadcasts for the 2023-2024 school year.

In this agreement, Gallagher Talent, LLC will broker advertising for webcasts and radio broadcasts for all regular season football, regular season basketball and select regular season baseball games. In addition, Gallagher Talent, LLC will assist Owasso Public Schools and Owasso Sports Network personnel in the production of webcasts and radio broadcasts. Outlets for the broadcasts will be KYFM 100.1 FM and the Owasso Rams media platforms produced by Owasso Sports Network.

Gallagher Talent, LLC will sell advertising in the form of thirty (30) second commercials and other in-game branding to run during the broadcasts (ie. Touchdown sponsor, starting lineup sponsor, broadcast booth sponsor, etc.). Any proposed branding opportunities are at the discretion of Gallagher Talent, LLC, and all sponsors will be approved by Owasso Public Schools Director of Athletics.

As part of this arrangement, Gallagher Talent, LLC agrees to broadcast commercials sold by the Owasso Department of Athletics and to communicate with the Director of Athletics in selling school-related advertising opportunities to potential clients.

Gallagher Talent, LLC agrees to pay 50% of the gross revenues of advertising generated by the broadcasts to Owasso Public Schools. These payments will be made twice per school year – on or before Dec. 31, 2023 and May 31, 2024.

Gallagher Talent, LLC agrees to undertake all other expenses associated with the brokering of advertising with Owasso Sports Network, including travel and personnel costs incurred by Gallagher Talent, LLC. Owasso Public Schools will be responsible for payment and expenses associated with broadcasters who are not employed by Gallagher Talent, LLC.

Owasso Public Schools reserves the right to use all audio from broadcasts for video streaming, promotional activities and other uses for which it sees fit.



Jared Gallagher, Gallagher Talent, LLC

Board of Education, Owasso Public Schools

MULTI-MEDIA RIGHTS AND USAGE AGREEMENT WITH OAD

Trinity Media Group, LLC (an Oklahoma Limited Liability Company) dba VYPE Oklahoma ("VYPE Oklahoma") and Owasso Public Schools (OPS) for the use and benefit of the Owasso Athletic Department, collectively the "Parties," enter into this Agreement ("Agreement") concerning media rights and usage on behalf of media advertisers and commercial sponsors for OPS.

1. (a) Obtaining Commercial Sponsors and Promoting Media Usage: For the consideration described below, VYPE Oklahoma agrees to obtain commercial sponsors and media advertisers for OPS, and some of its activities, and to negotiate contracts with those commercial sponsors and media advertisers for the appropriate use of media in the promotion of OPS and those commercial sponsors, for the school year 2023-2024. To assist VYPE Oklahoma in those efforts, OPS grants VYPE Oklahoma the right and authority to market and to contract, in writing, for: (i) the use of advertising space including, signage in Printed Ticketing, Calendar Posters, Print Programs, Athletic Website, Athletic Social Media Platforms, and Athletic Live Streaming broadcasts.

(b) Consideration. VYPE Oklahoma agrees to pay OPS no less than \$9,000 during the term of this Agreement. VYPE Oklahoma will share revenue at 30% after material costs are considered.

2. Expenses. VYPE Oklahoma is responsible for and will pay all of its expenses related to the performance of this Agreement, including all labor and personnel expenses associated with employees for VYPE who are performing services under this Agreement, any and all expenses associated with billing and collection of sponsorship or advertising revenues generated under this Agreement, and any additional costs of obtaining media advertising space and time to fulfill any commercial sponsorship or media advertising agreements negotiated by VYPE Oklahoma.

3. Financial Disclosure. At the end of the school year and this Agreement, VYPE Oklahoma will disclose all financial records relating to the commercial sponsorships and sale of media advertising space and time under this Agreement.

4. Miscellaneous. This Agreement shall be governed by the laws of the State of Oklahoma. This Agreement constitutes the entire understanding and agreement between the parties hereto and their affiliates with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of such parties (whether oral or written) concerning this same subject matter. No promise, inducement, representation or agreement, other than as expressly set forth herein, has been made to or by the parties hereto. This Agreement may be amended only by written agreement, signed by the Parties to be bound by the amendment. The undersigned parties acknowledge they both participated in negotiating and drafting this Agreement, and that the Agreement should not be strictly construed for or against either party.

5. Types of Sponsorships and Media Advertising Not Permitted. VYPE Oklahoma will not pursue any sponsorship opportunities or media advertising relationships with any enterprises producing or selling alcohol, tobacco, performance enhancing products, or gaming services.

6. VYPE Oklahoma acknowledges that this Agreement does not become effective and enforceable until reviewed and approved by Owasso Public School Board at a regularly scheduled Board meeting.



Austin Chadwick
Publisher/Owner
Trinity Media Group, LLC

Date: 04/24/2023

President, Board of Education
Owasso Public Schools

Date: _____

May 2023 Overnight/Out of State Student Activity Requests

- **May 17-19, 2023 - State Summer Games - Special Olympics - Stillwater, OK**
- **June 9-11, 2023 - Oklahoma University Basketball Team Camp - Men's Basketball - Norman, OK**
- **June 16-18, 2023 - Oklahoma State University Basketball Team Camp - Men's Basketball - Stillwater, OK**
- **August 29-September 4, 2023 - Volleyball Tournament - Varsity and Junior Varsity Volleyball - Orlando, FL**

BrainPOP

Issued By Saradhi Saripalli
Email saradhis@brainpop.com

Quote PDF (Created 4/7/2023 Date)
Quote Number 00044083
Account Name Owasso School District

Contact Name Kay Wilburn Email kay.wilburn@owassops.org

Please Note: If the person listed above is not the primary contact for your subscription, please let us know.

Product Name	Quantity	Description	Product Description	Discount	Sales Price	Subtotal
BrainPOP School Combo Subscription	10.00	Multi-Site & Overlapping Subscription Discount	School-wide subscription to BrainPOP and BrainPOP Jr. gives you full access to over 1,200 topics across the curriculum, including grade-level movies with Pause Points, quizzes, challenges, and creative learning tools. Also includes access to BrainPOP Español and BrainPOP Français.	15.00%	USD 3,805.40	USD 32,345.90

Subtotal USD 38,054.00
Discount 15.00%

Grand Total USD 32,345.90

Provisions				
Access Recipient	Product	Access Start Date	Access End Date	Provision Price
Pamela Hodson Elementary School	BrainPOP School Combo Subscription	7/1/2023	6/30/2024	USD 3,234.59
Northeast Elementary School	BrainPOP School Combo Subscription	7/1/2023	6/30/2024	USD 3,234.59
Lucille Ellingwood Morrow Elementary	BrainPOP School Combo Subscription	7/1/2023	6/30/2024	USD 3,234.59
Owasso 6th Grade Center	BrainPOP School Combo Subscription	7/1/2023	6/30/2024	USD 3,234.59
Mills Elementary School	BrainPOP School Combo Subscription	7/1/2023	6/30/2024	USD 3,234.59
Barnes Elementary School	BrainPOP School Combo Subscription	7/1/2023	6/30/2024	USD 3,234.59
Larkin Bailey Elementary School	BrainPOP School Combo Subscription	7/1/2023	6/30/2024	USD 3,234.59
Hayward Smith Elementary School	BrainPOP School Combo Subscription	7/1/2023	6/30/2024	USD 3,234.59
Ator Elementary School	BrainPOP School Combo Subscription	7/1/2023	6/30/2024	USD 3,234.59
Stone Canyon Elementary School	BrainPOP School Combo Subscription	7/1/2023	6/30/2024	USD 3,234.59

I accept the purchase of the items included herein. I understand that I will be invoiced for this order.

Name: _____ Authorized Signature: _____

Title: _____ Date: _____

*Please include any applicable tax exemption certificates for the school/district along with your order.

BrainPOP

Quote valid for 90 days. All amounts listed are in USD. This subscription is governed by the Terms of Use and Privacy Policy posted on www.brainpop.com, as amended from time to time. By accepting this quote, you agree to these terms. Changes/modifications to the terms must be approved and signed by an authorized representative of BrainPOP. Terms and conditions submitted with any Purchase Order shall not apply to this subscription. If the Customer has a signed agreement with BrainPOP that is applicable to this subscription, then that agreement will apply.

Remit to BrainPOP Accounts Receivable PO BOX 28119 | New York, NY 10087-8119 | Fax 866-867-6629
Please make all checks payable to 'BrainPOP'. Email: purchaseorders@brainpop.com

AGREEMENT
Between

Oral Roberts University
Acting for and on behalf of its
TEACHER EDUCATION PROGRAM(S)

And

OWASSO PUBLIC SCHOOLS

For

TEACHER EDUCATION PROGRAM

THIS AGREEMENT is made and entered into on this 8th day May of 2023, ending July 31, 2024. By and between acting for Oral Roberts University (ORU), on behalf of its Teacher Education Program and Owasso Public Schools (OPS).

WITNESSETH:

SECTION 1. OPS agrees to provide the authorization, supervision, and instruction of ORU student teachers/observers participating in ORU's Education Program and to provide observation and participation activity in the Teacher Education Program.

SECTION 2. OPS agrees to accept for assignment to cooperating teachers in the public schools an agreed upon number of students enrolled in ORU's Education Program course. OPS further agrees the cooperating teacher will give direct supervision to the student teacher/observer assigned and will work with a faculty member assigned by xxx in directing and evaluating the student teacher/observer experience.

ORU further agrees to provide student teacher/observer supervision, instruction, mentoring or assistance, as needed by various staff members to enhance and develop the student teacher's/observer's ability to effectively educate children in an urban educational environment. Including, but not limited to; identifying and serving children with disabilities, serving children from diverse socio-economical populations, and serving children with foreign language barriers.

SECTION 3. All arrangements for the placement or removal of student teacher/observers will be coordinated through Kay Wilburn, Administrative Assistant to Teaching and Learning, (kay.wilburn@owassops.org). If a student teacher/observer fails to comply with the requirements of this Agreement or to perform to OPS's satisfaction, ORU will be contacted and so informed. If such issues are not resolved to OPS's satisfaction, ORU will, upon written request by OPS, immediately remove that student teacher/observer from the school.

SECTION 4. ORU and its student teachers/observers will comply with all applicable federal and state laws and regulations and will comply with all OPS policies, rules and regulations and all ORU procedures while on OPS premises or performing services under this Agreement. ORU and its student teachers/observers will keep confidential and not disclose to any person or entity any records or other documentation, including progress notes which may constitute student records as defined in the Family Educational Rights and Privacy Act unless such disclosure is authorized under the Act or pursuant to court order.

SECTION 5. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. Any action arising out of or relating to this Agreement or to its breach shall be brought only in the federal or state courts sitting in Tulsa County, Oklahoma, and both parties submit to the exclusive jurisdiction of such courts. Nothing contained herein shall constitute a waiver by either party of sovereign immunity or of immunity or benefits afforded by the Eleventh Amendment to the constitution of the United States of America.

SECTION 6. Each party shall be responsible for its own acts and omissions and the acts and omissions of its student teachers/observers, employees, officers, directors, agents and contractors. A Party shall not be liable for any claims, demands, actions, costs, expenses and liabilities, including reasonable attorneys' fees, which may arise in connection with the other party's acts or omissions, or the acts or omissions of the other party's student teachers/observers, employees, officers, directors, agents or contractors, including negligent or intentional acts or omissions, or failure to perform any of their obligations under this Agreement.

SECTION 7. It is not the intention of the parties to form a joint venture or partnership. This Agreement shall not be construed to create an employment or agency relationship between ORU and OPS or any of their respective employees, student teachers/observers or agents. OPS and ORU shall, at all times, act and function pursuant to this Agreement and hold themselves out as independent contractors. ORU agrees and affirms that all ORU employees entering upon OPS property under the provisions of this Agreement are and shall be covered by worker's compensation insurance to the extent required by applicable law and that OPS shall, in no event, be required to provide such coverage for ORU's student teachers/observes and employees.

SECTION 8. OPS and ORU agree that student safety is a top priority. In an effort to protect the student's safety, ORU agrees that it will not place any individual on OPS property, whether as a student teacher/observer, officer, agent, employee or contractor, if that person has been convicted of a felony or has been convicted of any crime involving moral turpitude. ORU hereby certifies that none of its student teachers/observers and none of its employees working on OPS property are currently registered or required to be registered under the provisions of the Oklahoma Sex Offenders' Registration Act or the Mary Rippy Violent Offender Registration Act. All ORU employees and student teachers/observers must have in their possession, at all times, a current photo ID which identifies them as a student teacher/observer or employee of ORU and, if required by OPS, a OPS photo ID authorizing access to a specific OPS site. If at any time a student teacher/observer or ORU employee demonstrates actions which are inappropriate or create a disruption within a school, the principal may require that such person leave OPS property and not return without specific permission of the principal and/or the Executive Director of Elementary or Secondary Education.

SECTION 9. Neither OPS, nor its employees, shall receive compensation from ORU for services performed under this Agreement in support of ORU's Teacher Education Program. ORU may, however, with OPS's consent, provide cooperating teachers a tuition waiver to enroll in an ORU course upon completion of their supervision of a student teacher/observer.

SECTION 10. All notices to be made under this Agreement shall be made in writing and delivered by personal delivery by commercial delivery service, or by certified United States mail, return receipt requested, to the following addresses:

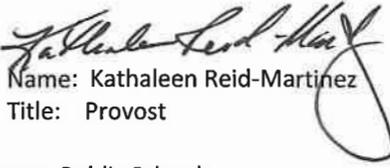
If to ORU:	Oral Roberts University Attn: Kathaleen Reid-Martinez, Provost 7777 S. Lewis Ave., Tulsa, OK 74171
If to OPS:	Owasso Public Schools Attn: Superintendent 1501 N. Ash Street, Owasso, OK 74055
With a copy to:	Owasso Public Schools Attn: Kay Wilburn Administrative Assistant to Teaching and Learning

SECTION 11. This Agreement sets forth the entire agreement between the parties as to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written.

SECTION 12. Either party may terminate this Agreement, without cause, upon sixty (60) days written notice. Student teachers/observers enrolled in ORU's Teacher Education Program and assigned to an OPS site at the time such notice is given will be afforded the opportunity to complete their assignment notwithstanding such early termination.

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

Oral Roberts University
Acting for an on behalf of it's
TEACHER EDUCATION PROGRAM

By: 
Name: Kathaleen Reid-Martinez
Title: Provost

Owasso Public Schools

By:
Name:
Title:

Approved as to Form:



CodeHS Order Form

Contract #12748
Customer: Owasso Public Schools
ATTN: Mark Officer
1501 N. Ash Street
Owasso, OK 74055

Pricing Summary

Items	Start Date	End Date	Quantity	Price	Total Price
Pro Teacher License HS (District)	07/01/2023	06/30/2024	4	\$2250.00	\$9000.00
Pro Teacher License MS (District)	07/01/2023	06/30/2024	3	\$2000.00	\$6000.00
2023-2024 School Year Subtotal					\$15000.00
Pro Teacher License HS (District)	07/01/2024	06/30/2025	4	\$2250.00	\$9000.00
Pro Teacher License MS (District)	07/01/2024	06/30/2025	3	\$2000.00	\$6000.00
2024-2025 School Year Subtotal					\$15000.00
Pro Teacher License HS (District)	07/01/2025	06/30/2026	4	\$2250.00	\$9000.00
Pro Teacher License MS (District)	07/01/2025	06/30/2026	3	\$2000.00	\$6000.00
2025-2026 School Year Subtotal					\$15000.00

Total fee under this Order Form: \$45000

Prepared By: Ryan Childers

Description of Licenses:

Pro Teacher License HS (District): This license provides Pro access to 1 teacher, and all of their sections and students. This includes District level features.

Pro Teacher License MS (District): This license provides Pro access to 1 teacher, and all of their sections and students. This includes District level features.

Order Form and Obligations under the Master Service Agreement: This Order Form is subject to the CodeHS Master Service Agreement [or the terms of your original contract] (“MSA”).

Payment Terms: For each school year, CodeHS will invoice the amount due for that school year at the start of the school year term. Each invoice is due within 30 days of receipt.

CodeHS Inc.
747 N LaSalle #500
Chicago, IL 60654
Phone: (415) 889-3376

Effective Date: July 1, 2023

Subscription Term: Subscription access to CodeHS Services will begin on the Start Date specified in the Order Form and continue until the End Date specified in the Order Form.

Licensing Includes Integration: Yes, if desired

Customer Initials

CodeHS Initials

Integration Selected: None

_____ MK

Owasso Public Schools

Signature _____

Name _____

Title _____

Date _____

CodeHS, Inc.

Signature  _____

Name Mike Kelly _____

Title Director of Account Management _____

Date 4/19/2023 _____

Authority Level (circle one): School / District

- I have signing authority to bind my organization to contracts.



MEMORANDUM OF UNDERSTANDING

between

_____ **School District and HORIZON: Digitally Enhanced Campus**

This Memorandum of Understanding (MOU) is entered into this 8th day of May, 2023 between Owasso School District ("District"), and Horizon: Digitally Enhanced Campus of the Oklahoma Statewide Virtual Charter School Board ("Horizon").

I. INTRODUCTION

The Horizon Consortium is a network of school districts who provide access to online content and professional development through license agreements sponsored by Horizon.

Title 70, Section 1210.704 of the Oklahoma Statutes mandates the provision of a statewide online learning platform to provide high quality online learning opportunities for Oklahoma students that are aligned with the subject matter standards adopted by the State Board of Education. Additionally, Title 70, Section 3-145.3 of the Oklahoma Statutes mandates state negotiation with online vendors to provide a state rate price to school districts for supplemental online courses. Further, Oklahoma Administrative Code 777:15-1-4 requires that the price offered does not exceed the lowest price at which the course is offered by use or sale to any state, public school, or school district in the United States.

II. ROLES AND RESPONSIBILITIES

District agrees to perform the following duties and responsibilities:

- a) Student access to curriculum content under the Concurrent License model will be shared by all consortium member schools through a licensing agreement with contracted vendors. Curriculum content under the Student License model is student-specific and linked uniquely to the respective district. District may make A La Carte purchases directly from the vendor or through Horizon reimbursement if purchasing through this MOU.
- b) Compliance with all state/federal mandates will be the responsibility of District.
- c) District must provide, at its expense, server set up equipment (*if required*) and computers to be used by students when accessing content on-site.
- d) District will determine the individual students, their ages, and curriculum needs in providing access to virtual online content.

- e) District will participate in Professional Development and training required to ensure fidelity of program delivery. The training is provided to District by Horizon and online vendors at no cost. District will ensure participation by appropriate personnel. Horizon assumes no responsibility for the use of software access as applied by District. Required Professional Development (PD) shall include:
 - Edgenuity: A minimum of 1 on-site and 1 webinar for new districts. Existing districts will participate in a minimum of 1 PD session. One webinar for each enhanced feature purchased is also required.
 - Edmentum: A minimum of 1 PD session.
 - FlexPoint: A minimum of 1 PD session.
- f) District is responsible for transcription of the online course credits for its students. Horizon is not responsible for awarding credits.
- g) Horizon recommends that assessments be conducted in a proctored setting.
- h) District will provide a primary and billing point-of-contact for communications with Horizon.
- i) Upon submission of the MOU, District will identify how many licenses under each model they intend to use during the 2023-24 school year and will complete the online License Commitment Form (<https://horizon.ok.gov/license-commitment-form/>). Execution of the MOU indicates a commitment by the District to purchasing said licenses. Payment for these initial licenses shall be made by September 1, 2023. Additional licenses can be purchased throughout the contract period upon written request of District via submission of an additional License Commitment Form. Payment for additional licenses shall be made within 45 days of invoice.

Horizon agrees to perform the following duties and responsibilities:

- a) Horizon will negotiate contracts with online vendors and purchase for District all licenses. Horizon will invoice District the negotiated consortium state rate according to the License Commitment Form submitted by District.
- b) Horizon may deduct an additional 30% for each license purchased by new Horizon Consortium members. Horizon legacy members (*members in year 2 or beyond*) will receive a 20% discount for each license. As Horizon funds are limited, discounts will be provided on a first come first served basis, and require license commitment by District before May 20, 2023, unless otherwise approved by Horizon.
- c) Horizon will collaborate with District to coordinate professional development opportunities provided by the online vendors. The accompanying professional development fees will be paid by Horizon.

III. TERM

The term of the agreement is for the 2023-24 school year and terminates on June 30, 2024. To continue the relationship of the parties, a new agreement must be executed. All payments by and through Horizon are subject to agency budget approval.

IV. STUDENT DATA ACCESSIBILITY, TRANSPARENCY, AND ACCOUNTABILITY

Horizon maintains the right to access district and student usage and success reporting data including the following: course access, student usage, course completion rates, student course disabled data, and progress by time. This data will only be used for comparative analysis and to validate modifications made throughout the school year. Individual student names will not be used in any reporting.

V. EMPLOYMENT RELATIONSHIP

This MOU does not create an employment relationship between District and Horizon. At no time during the performance of this MOU shall District have authority to obligate Horizon for payment of goods and services. District shall not make any promise of expenditure of funds by Horizon over the amount of funds Horizon has agreed to expend for this MOU.

VI. ASSIGNMENT

The rights and obligations of Horizon and District may not be assigned or transferred to any other person, firm, or corporation without prior written consent of all parties.

VII. DISPUTE RESOLUTION

Any claims, disputes, or litigation arising from the MOU shall be governed by the laws of the State of Oklahoma. Venue for any action shall be in the District Court for Oklahoma County, Oklahoma.

VIII. AMENDMENTS

Any change to this MOU must be approved in writing by both parties.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have caused this Agreement to be executed as of the day and year first set forth above.

DISTRICT

Horizon: Digitally Enhanced Campus

Signature DATE

Rebecca Wilkinson 4/3/23

Signature DATE

Print Name Title

Rebecca Wilkinson Executive Director

Print Name Title

Customer name: Owasso School
District 11

Primary contact name:
Naomi Jaynes

Primary contact email:
naomi.jaynes@owassops.org

NoRedInk Remittance Address for Checks:

NoRedink Corp
PO Box 92507
Las Vegas, NV 89193-2507

Billing address:
1501 N Ash St
Owasso, Oklahoma 74055
United States

Will a PO be required? (If Yes, please provide form)

Billing email:

Billing contact name:

Service start date:
07-01-2023

Service end date:
06-30-2024

Payment terms:
Upfront

Billing terms:
Net 30

SUMMARY

PRODUCT	DESCRIPTION	SALES PRICE	QTY	DISCOUNT	TOTAL PRICE
NoRedInk Premium Site License - C	NoRedInk Premium for all students at the Owasso Eight Grade Center.	\$9,000.00	1	2.5%	\$8,775.00
NoRedInk Premium Site License - C	NoRedInk Premium for all students at the Owasso Sixth Grade Center.	\$9,024.66	1	2.5%	\$8,799.04
NoRedInk Premium Site License - C	NoRedInk Premium for all students at the Owasso Seventh Grade Center.	\$9,024.66	1	2.5%	\$8,799.04
Live Virtual Training	Each virtual training session can have up to 20 teachers.	\$550.00	4	0%	\$2,200.00
NoRedInk Premium Site License - E	NoRedInk Premium for all students at Owasso High School.	\$11,330.96	1	2.5%	\$11,047.68
TOTAL:					\$39,620.76

- Start date will be as stated or later pending receipt of signatures and any required documents (PO and tax exempt certificates, as applicable).
- End date will be as stated or later to maintain the term length.
- If applicable, all unused Premium training services will expire annually on the service end date.
- Training dates can only be confirmed after order forms are signed by both parties.
- NoRedInk Premium may be unavailable for some portion of July for updates and data archives.
- If applicable, state sales tax will be added to your invoice unless proof of exemption has been received by NoRedInk prior to invoicing.

Please sign and return to: kevin@noredink.com

Contract terms:

This Order Form incorporates and is subject to the Master Services Terms — collectively the “Agreement” — and constitutes a binding contract entered into by and between NoRedInk Corp. (“NoRedInk”), a Delaware corporation with its principal place of business at 548 Market Street, PMB 66984, San Francisco, CA 94105, and the entity listed below as client (“Client”). The Master Services Terms are available at: [NoRedInk Master Services Agreement](#). The Data Protection Addendum is available at: [NoRedInk Data Protection Addendum](#)

NoRedInk Corp. Signature	Owasso School District 11 Signature
<p>Signature: </p> <p>Name: Anjali Rajpara</p> <p>Title: Head of Customer Success</p> <p>Date: 4/21/23</p>	<p>Signature:</p> <p>Name:</p> <p>Title:</p> <p>Email:</p> <p>Date:</p>

Synergy 1 Group, Inc.

PO Box 2152

Ponte Vedra, FL 32004

Quote



ADDRESS

Owasso Public Schools
1501 N Ash St.
Owasso, OK 74055

QUOTE #	DATE	
20236144	04/03/2023	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Book Taco District Subscription 2023-24 School Year	Student seats or "licenses" to be distributed between 11 campuses into individual teacher accounts for a 12-month subscription period.	6,123	\$5.00	\$30,615.00
	Book Taco Super User Account (Admin)	Super User Account for school administrator - 12 months	11	\$159.98	\$1,759.78
	Book Taco Professional Development	Live district training sessions via Zoom. 45-60 minutes.	4	FREE	\$0

Quote requested by:
ashley.hearn@owassops.org

TOTAL

\$32,237.78

Accepted By

Accepted Date



Sales Quotation

World Book Inc.
 180 N LaSalle Street, Suite 900
 Chicago, IL 60601
 Phone: (800) 975-3250
 Fax: (888) 922-3766
<http://www.worldbook.com>

Quote Details

Presented By:	Jean Linde	Quote Number	00090366
Title	Customer Success Specialist	Valid Until Date	8/19/2023
Email	jalinde@worldbook.com	WB Acct No	17067
Bill To Name	Owasso School District 11	Ship To Name	Owasso School District 11
Bill To	1501 N Ash St Owasso, Oklahoma 74055 United States	Ship To	1501 N Ash St Owasso, Oklahoma 74055 United States

SKU	Product	Quantity	Sales Price	Subtotal
O53XD	Online World Book Kids District	1.00	USD 4,321.80	USD 4,321.80
O48XD	Online- World Book Student District	1.00	USD 4,321.80	USD 4,321.80

Subtotal USD 8,643.60
 Grand Total USD 8,643.60

Payment Option

Invoice the Institution listed above
 Purchase Order Required?
 Yes, Purchase Order #: _____
 No

Check or Money Order
 Make Checks payable to World Book Inc.

Credit Card
 World Book accepts most Credit Cards. Enter your contact information and you will be contacted to complete your transaction.

 Print Name

 Phone

Order Instruction

To place an order:
 1. Fax to (888) 922-3766, or
 2. Mail to: World Book, Inc. Attn: Order Processing 180 N LaSalle Street, Suite 900 Chicago, IL 60601

Terms & Condition

Standard Shipping & Handling Is Included in all prices. School / Library orders directly billed or under a purchase order are net 30 days from date of Invoice. Taxes will apply unless valid Tax Exemption ID is provided. This order is subject to acceptance in Chicago, IL. For full Terms and Conditions see <http://worldbook.com/terms-conditions>.

Signature

I confirm that I am authorized by the above Institution to make this purchase and that the institution will be responsible for the balance due in accordance with the terms specified.

Authorized Signature _____
 Print Name _____
 Date _____

AFFILIATION AGREEMENT BETWEEN
NORTHEASTERN STATE UNIVERSITY
AND
Owasso Public Schools

THIS CLINICAL AFFILIATION AGREEMENT ("**Agreement**") is entered into this day of August 1, 2023 ("**Effective Date**"), by and between Owasso Public Schools, ("**Facility**") located at _____ ("**address**") and Northeastern State University ("**School**").

WHEREAS, the School desires to utilize Facility for the purpose of providing practical learning and clinical experiences for its masters of Science in Counseling: Addiction, Clinical Mental Health, and School Counseling ("**Program**") in connection with the enrolled student(s); and

WHEREAS, Facility is a licensed and accredited facility or school district, established in accordance with the laws of the state of Oklahoma and desires to make its various inpatient and/ or outpatient care facilities or public school available for such purposes.

NOW, THEREFORE, it is understood and agreed upon by the parties hereto as follows:

A. FACILITY RESPONSIBILITIES:

1. Provision of Foundational Curriculum to Student(s). The School shall have the total responsibility for planning and determining the adequacy of the educational experience of Student (s) in theoretical background, basic skill, professional ethics, attitude and behavior, and hereby represents that such Student has satisfactorily completed the prerequisite didactic portion of the School's curriculum prior to placement at Facility.

3. Designation of Liaison to Facility; Communications Relating to Clinical Placements. The School will designate a faculty or other professional staff member to coordinate and act as its liaison to the Facility ("**Internship Coordinator**"). The assignments to be undertaken by the Student participating in the Program will be mutually arranged and a regular exchange of information will be maintained by on-site visits when practical, and by letter or telephone in other instances.

The School shall notify the Facility in writing of any change or proposed change of the person (s) responsible for coordinating clinical placements with the Facility.

4. Evidence of Student(s) Qualifications. School shall refer to Facility only those Students who have satisfactorily completed the prerequisite portion of the Program that is applicable to Facility.

5. Criminal Background Check and Drug Screen Compliance. Where applicable, a criminal background check and drug screen, shall be required of Student(s) prior to participation in the Program

6. School Notices to Student(s). The School shall notify Student prior to the arrival at a Facility that the Student(s) are required to:

(a) Follow the administrative policies, standards, and practices of the Facility.

(b) Obtain medical care at their own expense for any injuries or illnesses sustained during assignment to the Facility. (c) Provide own transportation.

(d) Report to the Facility on time and follow all established regulations during the regularly scheduled operating hours of the Facility.

(e) Conform to the standards and practices established by the School while functioning at the Facility.

(f) Obtain prior written approval of the Facility and the School before publishing any material relating to the Program experience.

(g) Meet the personal, ethical and professional standards required of employees of the Facility and consistent with the applicable professional Code of Ethics and/or other relevant accrediting or regulatory bodies.

7. Neither Facility, nor its employees, shall receive compensation from the University for services performed under this Agreement in support of the University's Masters of Science in Counseling program.

B. FACILITY RESPONSIBILITIES:

1. Provision of Facilities. Subject to the provisions of Section C.2 of this Agreement, the Facility agrees to make the appropriate facilities available to the School in order to provide supervised clinical experiences to Student(s). Such facilities shall include an environment conducive to the learning process of the student as intended by the terms of this Agreement and conforming to customary Facility procedures.

2. Facility Rules Applicable to Program. Student(s) shall remain subject to the authority, policies, and regulations imposed by the School and, during periods of clinical assignment, Student(s) will be subject to all rules and regulations of the Facility and imposed by the Facility on its employees and agents with regard to following the administrative policies, standards, and practices of the Facility.

3. Client care. While at the Facility, Student(s) is not to replace the Facility staff, and is not to render service except as identified for educational value and delineated in the jointly planned

educational experiences. Any such direct contact between a Student(s) and a client shall be under the proximate supervision of a member of the staff of the Facility. The Facility shall at all times remain responsible for client care.

4. Emergency Treatment of Student(s). In case of emergency, standard procedure will be followed. It is the Student's responsibility to bear the cost of the emergency treatment.

5. Designation of Liaison to School. The Facility shall designate a liaison responsible for coordinating the clinical placements. That person shall maintain contact with the School's designated liaison person to assure mutual participation in and surveillance of the Program. The Facility shall notify the School in writing of any change or proposed change of the person(s) responsible for coordinating the clinical placements.

6. Identity and credentials of Facility supervising personnel. The Facility shall designate and submit in writing to the School, the name and professional and academic credentials of the individual(s) overseeing Student's experiences.

7. School Tour of Facility. The Facility shall, on reasonable request and subject to legal restrictions regarding patient health information, permit a tour of its clinical facilities and services available and other items pertaining to clinical learning experiences, by representatives of the School and agencies charged with responsibility for approval of the facilities or accreditation of the curriculum, on such date(s) and time(s) mutually agreed by the parties.

8. Provision of Relevant Facility Policies. The Facility shall provide the Student(s) and the School the Facility's administrative policies, standards and practices relevant to the Program.

9. FERPA Compliance. The Facility shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the School's students who train at the Facility pursuant to this Agreement.

C. OTHER RESPONSIBILITIES:

1. Compliance with Patient Privacy Laws. The School agrees to abide by and require that its Faculty and Student abide by all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act of 1996, each as amended from time to time ("HIPAA"). Student shall be required to comply with the Facility's policies and procedures regarding the confidentiality of patient information and the use of all such information. .

2. Determination of Instructional Period. The course of instruction will cover a period of time as arranged between the School and the Facility. The beginning dates and length of experience shall be mutually agreed upon by the School and the Facility.

4. Evaluation of Student's Clinical Experiences. Evaluation of the clinical learning experiences of the Student will be accomplished jointly by the School and the Facility. I believe this is accurate. Appropriate School and the Facility staff will communicate on a regular basis for the purpose of reviewing and evaluating the clinical experience offered to Student.

5. Removal of Student(s)

(a) The School has the right to remove Student(s) from a clinical education program. Student(s) will comply with the Schools rules and regulations and conduct themselves in the proper manner. A student is held responsible for any breach of respectable conduct, whether or not expressly stated in University publications such as the NSU Student Handbook, the Student Code of Conduct and or the NSU Graduate Student Manual and Clinical Manual. The School shall notify the Facility of any such removal in writing.

(b) The Facility may immediately remove Student(s) participating in the Program from the Facility's premises for behavior that the Facility deems to be an immediate threat to the health or welfare of its patients, staff members, visitors, or operations or a detriment to achievement of the stated objectives of the Program, as determined in Facility's sole discretion. In such event, the Facility shall notify the School in writing of its actions and the reasons for its actions as soon as practicable

D. TERMINATION OF AGREEMENT:

1. Termination Due to Uncured Breach. In the event of a material breach of this Agreement that is not cured within fifteen (15) days from the date written notice is given by the non-breaching party (specifying the breach or breaches), the non-breaching party may terminate this Agreement at any time thereafter upon written notice to the breaching Party.

E. ADDITIONAL TERMS:

1. Student Insurance Coverage.

The School does not provide malpractice insurance for Student(s). Student(s) must purchase malpractice insurance as stated in the Masters program Statement of Understanding. Student(s) is required to maintain professional liability coverage equivalent to industry standards for graduate level students. Student(s) coverage should protect up to \$1,000,000 for each claim, up to \$3,000,000 annual aggregate subject to a master policy aggregate. Student(s) understand that if they do not provide proof of insurance or maintain liability insurance, they may not be allowed to remain enrolled in current coursework. Student shall provide Facility with a certificate of insurance if requested by Facility.

All State Agencies, Colleges and Universities of the State of Oklahoma are provided with liability coverage through the State of Oklahoma Risk Management Program which administers a selfinsurance pool for all state entities under authority of 74 O.S. § 85.58A. The State of Oklahoma enjoys sovereign immunity and waives its immunity only to the extent of the Governmental Tort Claims Act (GTCA) (51 O.S. §151, et seq.) or any other statute if such statute

legally raises the limits of liability above those covered in the GTCA. Coverage under the Risk Management Program is perpetual unless otherwise notified.

2. Confidentiality. Each party and their respective agents, employees, Faculty, Student and representatives shall protect from unauthorized disclosure all information, records and data pertaining to Facility patients, the Student or the operations, facilities and staff of both School and Facility. These obligations shall survive the expiration or earlier termination of this Agreement.

3. Medical Records. All medical records of patients treated or observed by Student of School shall remain at all times the sole property of Facility and may not be copied or removed from Facility by Student or School Faculty without the express written consent of Facility. At all times during the Term of this Agreement and thereafter, Student and School shall protect from unauthorized disclosure all information, records and data pertaining to Facility, its patients, staff, facilities and corporate affiliates.

4. Qualifications of School Faculty. The School represents and warrants that relevant faculty members are appropriately certified and/or licensed.

5. Assignment. This Agreement may not be assigned without the prior written consent of the other party, which will not be unreasonably withheld.

6. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No changes or modifications of this Agreement shall be valid unless the same are in writing and signed by the parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the parties.

7. Severability. If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law.

8. Non-Discrimination. The parties hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, and the Rules and Regulations of the Oklahoma Office of Human Rights. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, ancestry, military status, sexual orientation or handicap in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement.

9 Employment status. School Faculty member(s) under this Agreement shall in no way be considered an employee or agent of the Facility nor any Faculty member be entitled to any fringe benefits, Worker's Compensation, disability benefits or other rights normally afforded to employees of the Facility.

10. Notice to Parties. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given under the earlier of (a) the date actually received by the party in question, by whatever means and however addressed, or (b) the date sent by facsimile (receipt confirmed), or on the date of personal delivery, if delivered by hand, or on the date signed for if sent by an overnight delivery service, to the following addresses, or to such other address as either party may request, in the case of the School, by notifying the Facility, and in the case of the Facility, by notifying the School:

If to the Facility: Owasso Public Schools

Attention: _____
Facsimile: _____

If to the School: Northeastern State University
600 N Grand Ave
Tahlequah, OK 74464

Attention: Amanda G. Stuckey, Ph.D., LPC-S, NCC
Facsimile: _____

or to such other addresses as the parties may specify in writing from time to time.

11. Binding Agreement. This Agreement shall be binding upon the School and the Facility, their successors, employees, agents and assigns, during the initial term of this Agreement and any extensions thereof.

12. Captions for reference only. The captions contained in this Agreement are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its provisions.

13. Miscellaneous. School, as a component of the Regional University System of Oklahoma, is an agency of the State of Oklahoma. Accordingly, School does not have the authority to enter into agreements to waive, compromise, concede, surrender or relinquish the rights, privileges, immunities or remedies of the State of Oklahoma, nor agree to lesser or greater standards of care than would apply in the absence of a special provision; nor agree to modify any applicable statutes of limitations; nor agree to alter the commencement of a statute of limitation; nor agree to insure, indemnify or hold harmless; nor agree to waive subrogation rights; nor agree to shift the burden of proof; nor to agree not to enforce any of the rights, privileges, immunities or remedies as provided by law. School, as an entity of the State of Oklahoma, does not have the authority to enter into agreements which are contrary to any Federal laws, the Oklahoma Constitution, or Oklahoma Statutes, all as interpreted by the courts and the Oklahoma Attorney General. Nothing contained within this Agreement shall be interpreted in such a way that School acted contrary to or outside of its authority to act as an entity of the State of Oklahoma.

14. Governing Law. This agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma, which shall be the forum for any lawsuit arising from or incident to this Agreement.

IN WITNESS WHEREOF, the University and Owasso Public Schools
("FACILITY") have executed this Agreement as of the day and year first written above.

**NORTHEASTERN STATE UNIVERSITY,
Acting for and on behalf of its
PSYCHOLOGY & COUNSELING
DEPARTMENT**

"UNIVERSITY"

By:  4/19/23
**Steve Turner, PhD
President**

Owasso Public Schools
"FACILITY"

By: _____
CLINICAL DIRECTOR/SUPERVISOR

Approved as to Form: _____



Memorandum of Understanding with A New Leaf, Inc.

A New Leaf is entering into a memorandum of understanding to provide the Autism Works program for students of the Owasso District.

A New Leaf Commitment

- A New Leaf will provide weekly sessions, one class period per week, beginning in September and ending in May.
- A New Leaf will provide cost-free curriculum based on reliable research.
- Owasso and A New Leaf will work together to recruit students to participate in the Autism Works program.
- A New Leaf will provide annual progress reports on the program outcomes and student progress.
- A New Leaf will complete background checks on all A New Leaf staff and mentors entering Owasso
- A New Leaf will provide at least one staff member during each class and on Saturday Community Enrichment Days.
- A New Leaf will provide opportunities throughout the semester for Middle and High School students to participate in Community Enrichment Days.
- A New Leaf will provide transportation, as space allows, to and from one main location for students to attend Saturday Community Enrichment Days.

School Commitment

- Owasso will provide an opportunity for an Autism Works presentation at the beginning of the school year to both staff and families of prospective students.
- Owasso will provide a designated space to conduct the Autism Works class, one class period per week, with advanced notice of any changes to location.
- The ideal class size for the Autism Works classes will be 4-8 students, with no less than 2 students and no more than 12 students.
- Owasso will provide completed intake forms prior to students participating in the Autism Works program.
- Owasso will provide a Para upon request.

- Owasso will support and encourage skills being developed in the Autism Works program.
- Owasso and A New Leaf will encourage parents to support skills being developed in the Autism Works program.
- Owasso will provide a minimum of one student mentor per Autism Works class. *Studies show, when student mentors are provided, typically developing students will be more likely to connect with students on the spectrum and maintain a positive relationship within the classroom. (Locke et al., 2012, p. 1895)*

Student Criteria

- Participating students must have a primary diagnosis of Autism Spectrum Disorder or a closely related disability.
- Students must be able to participate independently and engage in curriculum activities with minimal assistance.
- Students will benefit from being a part of a social group that is conducted in a group setting. *Please keep in mind, this program is not equipped to provide one-on-one support or therapy.*

Additional Joint Commitment

- This agreement entails no compensation or payment between the parties.
- Neither party nor any of its participants shall publish any materials as a direct result of the MOU, without giving the non-publishing party an opportunity to review and object to the publication in advance. No confidential information about Owasso or A New Leaf their staff and/or clients may be included in any publication without prior written notice of both parties.
- The parties agree not to use each other's names or logos in any publications or advertising without prior written approval from the other party.
- Students will adhere to both school and A New Leaf holiday. The following days are considered holidays by A New Leaf and will not be available for services:
 - New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day & the following Friday
 - December 24th & 25th
- Either party may terminate the memorandum of understanding at the end of each semester.

Owasso Public Schools/Date

 4/4/23
 A New Leaf, Inc. CEO, Mary C. Ogle/Date

To: School Work Study (SWS) Schools (The contact person for your school)

It is time for all the school districts that have a Transition School-to-Work: School Work Study contract to sign a new contract for fiscal year 2024 (July 1, 2023 – June 30, 2024).

You are receiving this email with a new contract and the Vendor Information Form attached. **You will need to complete the “eSign”, which will automatically send them back to us for our signatures.** The forms will be tracked electronically from that point.

Please complete the entire eSign. Then please review the **entire contract** and find the indicated signature block for your eSignature. Follow the instructions.

Optional: If this email has been sent to someone other than the proper signatory, you may click the hyperlink that allows you to have someone else sign, or you may download a copy of the vendor form and contract then sign and email it back in its entirety to klowry@okdrs.gov.

We must receive the completed contract and Vendor Information Form before we can process your contract. Please submit as soon as possible so there are no delays in the processing of your contract.

Remember, the “EIN number” is your Federal ID Number.

Services beginning July 1, 2023 or after may not be provided until the Award of Contract has been issued.

If you have questions about signing the contract, please communicate with Jim Kettler and cc: Chris Compton at the Oklahoma Department of Rehabilitation Services. Their email addresses are jkettler@okdrs.gov at (405) 523-4812 and ccompton@okdrs.gov at (405) 605-9651. For SWS contract content and service questions, contact Renee Sansom Briscoe at rsansom@okdrs.gov or (405) 951-3488.

If there are planned personnel changes that affect this contract, please also provide the new information to Jim, Chris, and Renee at the above email addresses.

Thank you for your help in this matter.



The Workforce Innovation and Opportunity Act (WIOA) requires the Department of Rehabilitation Services (DRS) to collect and report Measurable Skill Gains for Youth.

In order to document these Measurable Gains, Vocational Rehabilitation Counselors need to obtain copies of students' secondary transcripts with parent or student consent if student is 18.

The Oklahoma State Department of Education Special Education Services (OSDE-SES) and the Oklahoma Department of Rehabilitation Services (ODRS) are requesting that LEAs collaborate with their local VR counselors to establish procedures to assist VR Counselors with obtaining students' secondary transcripts and/or report cards in order for them to meet compliance under the WIOA.

Here are some examples of effective procedures that VR Counselors have shared:

1. The VR Counselor obtains DRS signed releases from parents (see example) and provides the school with copies of them. Then the VR Counselor gets the students' transcripts from the counselor's office or special education teacher.
2. The VR Counselor obtains DRS signed releases from parents and provides the school with copies of them. The special education teacher sends students' transcripts to the VR Counselor at the end of each semester with the Student Work Student (SWS) time sheets.
3. The VR Counselor sends out the following letter to students each semester and encloses a self-addressed stamped envelope:

Dear [Client],

The first (second) semester of this school year is almost over and I hope it has been a good semester for you! I am required to document in your vocational rehabilitation file the close of this semester. To do so, I need you to provide me with this semester's grades. Please return either a high school transcript for (insert the fall or spring semester and the year) or report card in the self-addressed stamped envelope that I've enclosed with this letter or email me at (insert counselor's email address). Please call me if you have any questions at all! Thank you so much!!!

Thanks for your support as we work to improve outcomes for students with disabilities.

Renee Sansom Briscoe
Transition Coordinator
405-212-7789
rsansom@okdrs.gov

Lori Chesnut
Program Specialist
405-521-4802
lori.chesnut@sde.ok.gov

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

This agreement, consisting of sixteen (16) pages (the “Contract”), is hereby made between the Oklahoma Department of Rehabilitation Services (“DRS”) and

**Owasso Public Schools
1501 N. Ash
Owasso OK 74055-4920**

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

RECITALS

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

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

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

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

NOW THEREFORE, the parties agree as follows:

I. Contract Period

The Contract is effective from the latest date of signature of both parties or July 1, 2023, whichever is the latter, through June 30, 2024. The Contract may be renewed for two additional one-year periods upon written agreement of the DRS and the Contractor.

II. Contract Services

Students eligible to participate in Work Study (School Work Study, Worksite Learning, Employer Work Study) include those:

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

All students participating in Work Study shall be DRS clients.

Students participating in Work Study may do so for **no more than 24 cumulative months**, as pre-authorized in the form of Authorization(s) for Purchase(s) provided by the DRS counselors prior to the students starting work. In order for the School to be reimbursed for wages paid to a student participating in School Work Study and/or Worksite Learning, the School must have received pre-authorization in the form of an Authorization for Purchase from the DRS counselor prior to the student starting work.

The months do not need to be consecutive. Based on individual needs and barriers due to disability, there may be exceptions where the student requires more time to make additional progress. In that instance, the DRS counselor may authorize additional time. Summer months spent in Work Study count in the 24 cumulative months. Transportation, scheduling, administrative or family convenience, or family/individual income needs are not acceptable reasons to extend Work Study beyond 24 cumulative months.

Participating students may work **no more than 15 cumulative hours per week during the school year** (i.e., during the day, evenings, weekends, or holidays). In each of the cases described above, the students **must** be given school credit for their participation during the school day, and the School staff and the DRS counselor will provide important guidance and instructional help around the work experience. If the student works after school hours, in the evening or on weekends, the School may also choose to give the student school credit and is encouraged to do so to support earning elective credits. The School will provide staff to work with the DRS counselor in the area of transition. The School will have at least one person designated to serve as the “teacher/transition coordinator”. Paraprofessionals could serve as

transition coordinator or could also be assigned to help with the process and documentation. The School agrees to provide designated staff time for performing the needed duties related to transition. The School agrees to fully inform the staff responsible for carrying out the duties set forth in the Contract. This includes providing all necessary staff with a copy of the Contract.

Students wishing to continue working through the summer as part of Transition School-To-Work: Work Study may do so if the School's current contract, which expires June 30, is renewed for the following fiscal year that begins July 1st.

During the school year - The maximum number of hours worked per student that is reimbursable by the DRS **cannot** exceed 15 cumulative hours per week during the school year. The DRS will reimburse 100% of the wages paid by the School for a maximum 15 cumulative hours per week

During the summer months - The maximum number of hours worked may exceed 15 cumulative hours and no more than 20 per week for summer work only when pre-approved by the DRS counselor. The DRS will reimburse 100% of the wages paid by the School for a maximum 20 cumulative hours per week. Students may work a maximum 20 cumulative hours per week beginning with the first day of summer break. However, upon the first day back to school, the students must go back to working no more than a maximum 15 cumulative hours per week. All Child Labor Laws apply and must be adhered to.

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

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

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

- office assistant/mail clerk - deliver mail/messages, stamping, sealing, organizing, cleaning, stocking, inventory, ordering, shredding, answering phones, making ID badges, laminating, taking messages, greeting visitors;
- transportation assistant - cleaning buses inside and out, light vehicle maintenance, checking fluids, tire pressure, assisting with trip tickets, cleaning bus barn;
- teacher's aide - reading to groups/individuals, cleaning, organizing, light grading, bulletin boards, listening to students read, engage students in activities, shredding, making copies;

- custodial -operating electric floor cleaning machines, simple maintenance, taking out trash, cleaning classrooms, sanitizing, dusting lockers and trophy cases, cleaning windows, restocking bathrooms, vacuuming rugs;
- manager of sports team - scorekeeping, ordering, inventory, hauling/moving equipment, washing towels, preparing water jugs and equipment for practices and games;
- information tech assistant - use compressed air to clean computers and keyboards, replacing batteries, mice, and keyboards, cleaning monitors, deliveries to students and/or teachers, organizing order tickets;
- clerk in school store or coffee/snack cart - greeting, stocking, inventory, organizing, ordering, taking orders, filling orders, taking money and making change, cleaning, making displays;
- cafeteria assistant - wiping down tables, taking out trash, loading dishes, preparing food and utensils, stocking, serving, organizing;
- library aide - greeting, accepting books, checking books out, shelving books, research, cleaning, organizing, doing displays, answering phones; and
- landscaping/maintenance - mowing, weed eating, edging, pulling weeds, cleaning up flower beds, planting flower beds, selecting flowers/plants, planting in flower beds, trimming trees/shrubs, raking and bagging leaves, picking up trash from parking lot or around school grounds, light repairs on school properties, such as replacing light bulbs, painting, exterminating pests, etc.

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

Unless approved by the DRS counselor in special circumstances, the final 9 months of the student's Work Study (School Work Study, Worksite Learning, Employer Work Study) must be in the community with an employer other than the School or school district.

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

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

A. Work Study Program

There are two types of Work Study through DRS:

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

B. Other Work Opportunities

This is not a Work Study through DRS:

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

C. Contractor's/School's Obligations

The Contractor's/School's designated teacher/transition coordinator shall:

1. be knowledgeable about the contents and requirements of the Contract;
2. obtain written pre-authorizations from the DRS counselors **before** initiating services for students (i.e., not starting a student to work before DRS has approved in writing);
3. serve as a member of the IEP team and make decisions for job placement as a team;
4. provide information regarding the program to School personnel, students, and parents;
5. provide job readiness instruction and assistance to the students in the program prior to starting their jobs (e.g., helping them prepare for interviewing for the potential position) through transition services or five core pre-employment transition services:
 - a. job exploration counseling;
 - b. work-based learning experiences;
 - c. counseling on opportunities for enrollment in postsecondary education (college, CareerTech, trade education, professional certification, etc.);
 - d. workplace readiness, including social and independent living skills; and
 - e. self-advocacy, including peer mentoring.
6. support students' job placement efforts, including tracking and regular follow up with students on their progress;
7. collaborate with the DRS counselor to keep track of all students who are taking

part in the program, their place of employment, job title, and the skills they are learning or practicing, at least once per semester or whenever new students join or job duties change;

8. assist with the coordination of the individualized education program (IEP) and the individualized plan for employment (IPE) to reflect the SWS services provided by DRS, including, but not limited to, present levels of performance, services, and annual education/training or employment goals on the IEP;
9. document such transition services or pre-employment transition services provided and completed by participating students;
10. provide such documentation to the DRS counselor at the end of each semester;
11. submit (at the same time and by the 15th of the following month or whenever payroll is run by the School for their payment cycle) monthly invoices/pay stubs, time sheets, progress reports, and proof of payment to students for reimbursement of the wages paid for students participating in School Work Study and/or Worksite Learning; and
12. ensure the electronic copy of the contract is routed to the appropriate person for signature and returned electronically to the DRS.

If claiming mileage reimbursement for the School's teacher/transition coordinator's travel to and from the job sites of participating Work Study students, the School shall submit monthly itineraries and travel claims that have been signed and verified by the School's designated signer.

D. DRS's Obligations

The DRS counselor shall:

1. provide pre-authorization in the form of an Authorization for Purchase to the School's teacher/transition coordinator prior to the School initiating services for each student participating in School Work Study and/or Worksite Learning;
2. provide a written/emailed approval to the School's teacher/transition coordinator prior to the initiation of a student's participation in Employer Work Study;
3. accept referrals, process applications, and help to organize the individualized education program (IEP) and the individualized plan for employment (IPE);
4. provide input on the IEP's employment goals, serve as a member of the IEP team, and make decisions for job placement as a team;
5. arrange work schedules to allow for meetings with School staff, the student in the program, parents, employers, and other people involved in the process;
6. organize and provide necessary services, such as, but not limited to vocational assessment & counseling and guidance;
7. provide the School's teacher/transition coordinator with updated information as it becomes available, upon request;
8. support students' job placement efforts, including tracking and regular follow up with students on their progress;
9. collaborate with the School's teacher/transition coordinator to keep track of all students who are taking part in the program, their place of employment, job title,

- and the skills they are learning or practicing, at least once per semester or whenever new students join or job duties change;
10. monitor students progress at job sites;
 11. ensure that the School or school district is submitting monthly timesheets, progress reports, proof of payments to students, and documentation of transition services or pre-employment transition services (as completed) on a regular basis;
 12. provide reimbursement to the School for wages paid to students participating in School Work Study and/or Work Site Learning;
 13. provide mileage reimbursement at the state rate for the School's teacher/transition coordinator's travel to and from job sites of students participating in School Work Study and/or Worksite Learning; and
 14. provide support in assisting students graduating into Employer Work Study.

E. Student Wage

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

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

3. In order for the School to be reimbursed for wages paid to a student participating in School Work Study and/or Worksite Learning, the School must have received pre-authorization in

the form of an Authorization for Purchase from the DRS counselor prior to the student starting work.

III. Compensation

A. Contract Amount

The DRS shall reimburse the Contractor as follows:

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

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

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

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

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

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

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

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

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

B. Payment

The State of Oklahoma has forty-five (45) days from receipt of properly completed and approved invoices/pay stubs, timesheets and progress reports documenting the provision of services and/or receipt of proper claims for reimbursement of travel expenses pursuant to the contract for services to make payment to the Contractor. Invoices/pay stubs, timesheets, progress reports, and claims shall be sent to the DRS counselor who authorized services for each DRS client. **DRS cannot reimburse wages for School Work Study and/or Worksite Learning hours that were not pre-authorized in the form of an Authorization for Purchase provided by the DRS counselor prior to the student starting work.** The DRS counselor's name, address, and telephone number are shown on each DRS client's Authorization for Purchase. If the State of Oklahoma fails to make payment within the forty-five (45) days, the Contractor is eligible to receive interest on the unpaid balance due per State of Oklahoma Statutes. The Contractor is responsible for claiming the interest.

C. Lapse Of Invoices/Claims

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

IV. Standard Terms

A. Equal Opportunity/Non-Discrimination

The Contractor shall at all times comply with all federal laws relating to nondiscrimination, including but not limited to, Presidential Executive Order 11246 as amended and the Civil

Rights Act of 1964, 42 U.S.C. §2000 *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794; the Americans With Disabilities Act of 1990, 42 U.S.C. §12101 *et seq.*; Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 *et seq.*; the Age Discrimination in Employment Act, 42 U.S.C. §6101 *et seq.* and all amendments to these acts, and all requirements imposed by the regulations issued pursuant to these acts, including, but not limited to, providing equal opportunity both to those seeking employment and those seeking services without regard to race, color, religion, sex, national origin, age, or handicap.

B. Lobbying Activities

The Contractor certifies the following:

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

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

C. Debarment And Suspension

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

D. Drug-Free Workplace

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

E. Modification

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

F. Cancellation

1. With Cause: In the event the Contractor fails to meet the terms and conditions of the Contract or fails to provide services in accordance with the provisions of the Contract, the DRS may upon written notice of default transmitted via Certified Mail to Contractor, cancel the Contract effective upon receipt of notice or at 5:00 PM on the fifth calendar day from the date DRS mailed the notice, whichever occurs first. Such cancellation shall not be an exclusive remedy, but shall be in addition to any other rights and remedies provided for by law. In the event a Notice of Cancellation is issued, the Contractor shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the State of Oklahoma, Office of Management and Enterprise Services.

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

G. Access To And Retention Of Records

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

The Contractor is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of the Contract, unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved or until the end of the seven-year retention period, whichever is later.

H. Subcontracting

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

I. Compliance With State And Federal Laws

The Contractor shall comply with all applicable state and federal laws, rules and regulations relevant to the performance of the Contract. Compliance shall be the responsibility of the Contractor, without reliance on or direction by the DRS.

J. Travel

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

K. Client Confidentiality

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

L. Unallowable Costs

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

M. Audit

1. Federal Funds

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

2. State Funds

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

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

3. Auditor Approval and Audit Distribution

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

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

N. Clean Air Act

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* The Contractor agrees to report each violation to DRS and understands and agrees that DRS will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.

O. Employment Relationship

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

P. Insurance

If the Contractor is not a self-insured governmental entity, the Contractor is hereby required to carry liability insurance adequate to compensate persons for injury to their person or property occasioned by an act of negligence by the Contractor, its agents or employees. Said policy must provide that the carrier may not cancel or transfer the policy

without giving the DRS thirty (30) days written notice prior to the cancellation or transfer. The Contractor shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract, and provide the DRS with evidence of such insurance and renewals upon request.

Q. Punitive Actions

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

R. Prior DRS/State Employment

The Contractor hereby certifies that at the start of the contract period neither he/she nor, if applicable, any member of its board or officers are former DRS employees who were employed by the DRS during the prior twelve (12) months. Pursuant to 74 O.S. § 85.42(B), the Contractor also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the Contractor to fulfill any of the services provided for under said contract. This term shall not apply when the Contractor is a State of Oklahoma governmental entity.

S. Legal Employment Status Verification System

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

T. Contract Jurisdiction

The Contract will be governed in all respects by the laws of the State of Oklahoma. The State of Oklahoma, District Court of Oklahoma County will be the venue in the event any legal action is filed by the DRS or the Contractor to enforce or to interpret provisions of the Contract.

U. Severability

If any provision under the Contract, or its application to any person or circumstance, is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of the Contract or its application that can be given effect without the invalid provision or application.

V. TikTok Ban

Pursuant to State of Oklahoma Governor's Executive Order 2022-33, no person or entity who contracts with the State of Oklahoma, including but not limited to any State agency, board, commission, or authority and agents thereof, shall download or use the TikTok application or visit the TikTok website on government networks or other State-owned or State-leased equipment.

W. Certification For Non-Boycott Of Israel Goods Or Services

Pursuant to 74 O.S. § 582, in contracts of more than \$100,000, the Contractor certifies that it is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State of Oklahoma, and that it will not boycott Israel during the term of the Contract.

X. Certification For Non-Boycott Of Fossil Fuel Energy Companies

In contracts of \$100,000 or more and where the Contractor has 10 or more employees, the Contractor certifies that it does not currently boycott energy companies in violation of the Energy Discrimination Elimination Act of 2022 (74 O.S. § 12001 et seq.). The Contractor further certifies that it will not boycott energy companies in violation of the Act during the term of the Contract.

Y. Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is a result of Acts of God (including fire, flood, earthquake, storm, or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), strikes or labor disputes, embargoes, government orders, epidemics, pandemics or other similar events beyond the reasonable control of the party. If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in this clause.

If an event of Force Majeure occurs, the party injured by the other's inability to perform may elect one of the following remedies:

- to terminate the Contract in whole or in part; or
- to suspend the Contract, in whole or part, for the duration of the Force Majeure circumstances.

The party experiencing the Force Majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of Force Majeure on the injured party.

Z. Termination For Funding Insufficiency

Notwithstanding anything to the contrary in any Contract document, the DRS may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, the Contractor shall be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the DRS of insufficient funding shall be accepted by and shall be final and binding on the Contractor.

V. Signatures

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

Oklahoma Department of
Rehabilitation Services

Kathy Lowry
Kathy Lowry (Mar 9, 2023 15:38 CST)

Signature

Mar 9, 2023

Date

Contractor

Mar 9, 2023

Signature

Date

Kathy Lowry, CPO

Print Name

Print Name

Manager/Compliance Officer

Title

Title

Contact Person

Telephone

Contractor's Email Address

Signature:

Email:

STATE OF OKLAHOMA
DEPARTMENT OF REHABILITATION SERVICES
WORK PLAN

Owasso Public Schools
VENDOR

Contract Number

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

The contract monitor has been assigned the following duties:

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

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

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

SEBASTIAN LANTOS LLC
CERTIFIED LANGUAGE INTERPRETERS & TRANSLATORS SINCE 1996

CONTRACT FOR LANGUAGE INTERPRETING AND TRANSLATING

AGREEMENT ENTERED INTO ON _____ BETWEEN SEBASTIAN LANTOS LLC (HEREON SL LLC) AND COMPANY/ORGANIZATION

NAME: OWASSO PUBLIC SCHOOLS BILLING CONTACT: _____

PHONE: _____ FAX: _____ EMAIL _____

ADDRESS: _____ CITY: _____ STATE OK ZIP _____

PLEASE SIGN AND EMAIL to sebastian@lantosconsulting.com.

SL LLC. agrees to provide as available language interpreting/translating services on an "as requested" basis with the above named organization. This service agreement will be in effect until rates or policies change. Upon such time, you will be notified and a new service agreement will be sent to you.

RATES

REMOTE Interpreting Regular Rate: Spanish <> English: \$ 80 an hour and
IN PERSON Interpreting/After Hours Rate: Rates based on OSCN State rate: \$80hr 2 Hrs.Min
Interpreting Regular Rate: Other languages <> English.: TBD
Translation Rates: 0.12 Spanish <> English per work. Other language pairs TBD.

INTERPRETING SERVICES POLICIES AND PROCEDURES

QUALITY OF SERVICE: For each request, we will contact and assign the highest certified/skilled interpreters available. Only those interpreters which normally are considered "qualified" and with experience will be used. SL LLC may assign a non-certified/skilled/experienced interpreter for an unusual language where a bilingual interpreter has limited/no experience. Interpreters are required by Sebastian Lantos LLC to only accept assignments for which they feel they are qualified. The Interpreters Code of Ethics, HIPPA and other confidentiality agreements apply to all our subcontractors. PLEASE CONTACT US WITH ANY ISSUES REGARDING THE LANGUAGE INTERPRETERS. WE WELCOME YOUR FEEDBACK AND STRIVE TO IMPROVE.

BOOKING:

- 1) BY CALLING 918-250-1133 or 918-250-5000
- 2) EMAILING YOUR REQUEST TO DISPATCH@LANTOSCONSULTING.COM or OPERATIONS@LANTOSCONSULTING.COM
- 3) GO ONLINE WITH OUR SCHEDULING SYSTEM. PLEASE CONTACT MRS. SHARLA PINN FOR MORE INFORMATION

The HOURLY RATE will cover the first 1-60 minutes of all assignments.

QUANTITY: Most simultaneous interpreting assignments going over 40 minutes, will require 2 interpreters working together as a team. Charges are incurred for the block of time booked, for example: if services are booked from 8am- 5pm, billing will be for nine hours for each interpreter needed. Prep. time will be charged for theatrical of other assignments needing extensive time for preparation.

TRAVEL TIME: Any assignment 20 or more miles one-way from interpreter's point of origin will require travel time added.

MILEAGE: Interpreters actual mileage will be paid on all assignments according to the Oklahoma State Travel Reimbursement Act rate (current at at time of service) along with any other actual expenses (parking, tolls, etc.) Mileage will vary depending on interpreter's location or from our office.

BLOCK OF TIME: Interpreting services are booked by the amount of the time you reserve. Please be careful when booking an assignment. You will be charged the amount of time you've booked services regardless if the assignment finishes early, if the end-consumer doesn't show up, or the event is *canceled.

CANCELLATION POLICY, To avoid a one hour charge ALL assignments must be canceled no less than 24 business hours (during Sebastian Lantos LLC office hours) from the start time of the assignment. The cancellation policy goes into effect the moment an order is taken, and canceling services must be done through our office only, NOT through the interpreter(s) assigned.

PAYMENT: 30 days from invoice.

I, SEBASTIAN LANTOS being a person of authority representing the School District have read and understand the above defined "Rates, Policies & Procedures" and will abide by these procedures as outlined. If your School District cannot enter this type of contract, or needs to use PO's or a Letter of Agreement as a contract, please let us know. Contact our Office Manager Mrs. Sharla Pinn for more details.

 OWNER- MANAGER

April 19th 2023

Signature

Title

Date

Signature

Title

Date

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[FILE]

[PAGE]

P.O.BOX 33020, TULSA, OK - 74153

DISPATCH@LANTOSCONSULTING.COM - (918)250-1133

EXTERNSHIP/OFF-CAMPUS PRACTICUM AGREEMENT

THIS AGREEMENT, made and entered into by and between **Owasso Public Schools, Owasso, Oklahoma** ("Agency") and **The University of Tulsa, 800 South Tucker Drive, Tulsa, OK 74104-3189**, ("University") a nonprofit corporation of the State of Oklahoma, which owns and operates The University of Tulsa, Oxley College of Health Sciences.

WITNESSETH, THAT:

WHEREAS, Agency desires to provide student(s) in the Department of Communication Sciences and Disorders at The University of Tulsa with practicum settings in the interest of speech-language pathology; and

WHEREAS, the University desires to provide students with medical clinical practicum experiences in speech-language pathology in order that those students may be prepared to give, perform, manage, design and prescribe comprehensive diagnostic services and comprehensive speech-language therapy; and

WHEREAS, Agency and University desire to cooperate in providing practicum settings and experiences in a clinical outpatient settings as set outlined above (the "Program"); and,

NOW THEREFORE, for and in consideration of the mutual promises, agreements and covenants as hereinafter set forth, and other good and valuable consideration, it is hereby agreed by and between the Agency and University as follows:

1. **Equal Opportunity.** Agency Program, University, and Oxley College of Health Sciences shall employ, advance, accept, admit and otherwise treat in all manner in their employment and educational program, all persons without regard to race, color, national or ethnic origin, sex, age, religion, creed, handicap, disability or status as a veteran.
2. **Cooperation of Agency.** Agency agrees to cooperate with the University and Oxley College of Health Sciences in providing medical clinical practice settings to University students, through the Program, for practical clinical experience in speech-language pathology diagnostics and therapy.
3. **Practicum Settings.** Agency further agrees to make available the clinical settings and means for student experiences, including but not limited to all expendable equipment and supplies necessary for patient care.
4. **Services, Resources, Facilities.** Agency further agrees to make available to students and University faculty or other personnel involved in the Program the following:
 - a. Such space and facilities as are necessary for pre-assignment and post-assignment conferences;
 - b. Such instructional and library or other resource material as is available to or located at the Agency;
 - c. Parking space, cafeteria facilities, and other similar services on the same terms at which those services are regularly provided to Agency employees;

d. Facilities are available for storage of personal belongings, but security for such items is not provided.

5. Number of Program Participants. Agency further agrees that the number of students receiving school practicum experience at or through the Agency shall be determined by mutual agreement of the Agency's School Practicum Supervisor and the Dean of the Oxley College of Health Sciences, or their designated representatives. Primary factors to be considered in establishing said number are the adequacy of physical facilities at the Agency; the availability of agency personnel to supervise, train, and work with students participating in the Program; and adequacy of overall learning experience available.

6. Orientation. Agency further agrees to provide orientation to the Program, including but not limited to the clinical areas and Program curriculum, to members of University faculty or other University personnel whose teaching responsibilities at the University include or may include diagnostics or speech-language therapy. Such orientation may be made available for University faculty assigned to evaluating, counseling and conferring with students regarding the Program.

7. Emergency Medical Care. Agency further agrees to make available emergency medical care to students and University faculty or other personnel who are injured or otherwise become ill while at the Agency or are on an off-premises assignment as part of the Program; provided, that this provision shall not be construed to limit or otherwise prohibit any student, faculty, or University personnel from seeking such emergency medical care at any other facility besides Agency, or to refuse medical care. Emergency medical care provided to students and University faculty will be at the expense of the student or faculty member and shall be charged to them as determined by the Agency.

8. Agency Rules, Regulations, and Policies. Agency further agrees to provide each student, University faculty member, or other personnel with a copy of the current written Rules, Regulations, and/or Policies for Externships/Practicums, or any unwritten interpretations of the Rules, Regulations, and/or Policies for Externships/Practicums, of the Agency.

9. Practicum Site Supervisor. Agency further agrees to appoint a Practicum Site Supervisor ("Site Supervisor") whose duties shall include:

- a. Interviewing qualified University students for the Program;
- b. Observing, supervising, and counseling students participating in the Program; and,
- c. Assisting in evaluating students participating in the Program in accordance with (1) the learning objectives for a school practicum as defined by the University; (2) the instructor's guide for school practicum students prepared or otherwise provided by the University; and (3) the evaluation process as defined by the University.

10. Mutual Indemnification. Each party shall save and protect the other, and indemnify the other from all legal liability resulting in injury, death, or damages, including costs and attorney fees, caused by or arising out of the indemnifying party's negligent or willful misconduct in the supervision of students pursuant to this agreement.

11. Cooperation of University. The University agrees to cooperate with the Agency in determining the number of students receiving school practicum experience at or through the Agency, as provided in Paragraph 5 herein.

12. General Provisions. The University further agrees as follows:

- a. That it will provide Agency, by and through the Site Supervisor, with current written copies of (1) the learning objectives for practicum experiences as defined by the University; (2) student evaluation forms; and, (3) an instructor's guide for school practicum students.
- b. That it will establish lines of communication with the Site Supervisor prior to any school practicum placement of a student, as to the University's expectations, goals, and feedback mechanisms with regard to the Program, the Site Supervisor, and the students participating in the Program;
- c. That the Department of Communication Sciences and Disorders will provide to the Site Supervisor a time schedule and suggested criteria regarding evaluation of students.
- d. That it will prepare each student for his or her initial interview with the Site Supervisor, and, upon the approval of said Site Supervisor of particular students for participation in the Program, notify the Agency of said Site Supervisor of which students will participate in the Program.
- e. That it will observe and counsel students and confer with the Site Supervisor regarding each of said student's performance and progress or other matters.
- f. That it will inform students of all physical examinations required by the Agency and that it further will inform students of their responsibility for the costs of said physical examinations.
- g. That it will inform students regarding appropriate dress for participants in the Program, and further regarding each student's need to abide by the Rules, Regulations, and Policies of the Agency, and to provide his or her own transportation to and from the Agency at student's expense;
- h. That it will inform students and University faculty that they shall respect and conscientiously observe the confidential nature of all information which may come to either of or all of them, individually or collectively, with respect to patients and patients' records and that they will comply with ethical standards and state laws about the practice of speech-language therapy.
- i. That it will assure that all University students participating in the School Practicum Program will have in force a professional liability insurance policy with limits of \$1,000,000 per occurrence and \$3,000,000 aggregate. In this regard, University further agrees to provide Agency with a certificate of insurance for each student participating in the School Practicum Program stating that said student has liability insurance coverage in said amount.
- j. That it accepts the condition that no student or University faculty is to be considered an employee of the Agency under this agreement.

13. Withdrawal or Removal of Student and Notification Thereof. University and Agency agree that either University or Agency may withdraw or remove any student enrolled in the Program if, in the opinion of either party, said student is not making satisfactory progress in the Program or, for any

other reasonable cause, including but not limited to health or recurrent and unexcused tardiness or absence. In any event, University shall have the right to withdraw any student from the Program. In the event that a determination is made by Agency or University that a student should be withdrawn from the Program, the party making said determination shall notify the other party in writing of said determination at least 24 hours prior to the withdrawal or removal of said student, stating specifically the grounds or cause for said withdrawal or removal. Written notice also shall be given to the student by the party making said determination at least 24 hours prior to said withdrawal or removal, stating specifically the grounds or cause for said withdrawal or removal. *Under appropriate circumstances, such withdrawal may be immediate for health or safety reasons but must be followed up by a required written notice within 24 hours.*

14. Conferences and Review. Agency and University agree that they, by and through their designated representatives shall confer periodically, for the purpose of evaluating as to whether this Agreement should be continued, provided however, that nothing contained herein shall be construed as granting either party hereto the automatic right to renew or reinstate this Agreement after its termination.

15. Non-assignability. The rights and duties accruing to Agency and University under the terms of this Agreement may not be assigned, delegated, or otherwise transferred by Agency or University, unless prior written mutual consent to said assignment is obtained from University and Agency.

16. HIPAA Compliance

- a. The University must, and the University shall require the Clinical Instructors, Instructors and Students, to appropriately safeguard the protected health information of patients, in accordance with applicable provisions of the Health Insurance Portability and Accountability Act ("HIPAA") of 1996, as it may be amended from time to time, and applicable law. Instructors and Students may use and disclose protected health information solely for the education and treatment purposes contemplated by this Agreement.
- b. With respect to information obtained or received from the Agency, the University shall: (i) not use or further disclose the information other than as permitted or required by this Agreement or as required by law; (ii) use appropriate safeguards to prevent use or disclosure of the information other than as provided for by this Agreement; (iii) report to the Agency any use or disclosure of the information not provided for by this Agreement of which the University becomes aware; and (iv) require that any agents, including a subcontractor, to whom the University provides protected health information received from, or created or received by the University on behalf of, the Agency agrees to the same restrictions and conditions that apply to the Agency with respect to such information.

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

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

19. Term of Agreement. The term of this Agreement shall be from August 1, 2023 until July 31, 2024. This agreement may be modified or terminated by the written mutual consent of Agency and University and may, in any event, be terminated by University or Agency at the end of 10 days after written notice terminating the Agreement is given to Agency or University, as the case may be.

20. Notices to Agency, Practicum Program, University, and Oxley College of Health Sciences. All notices under this Agreement shall be made to the following persons at the following listed addresses:

AGENCY	UNIVERSITY
Owasso Public Schools 1501 N Ash St Owasso, OK 74055	University of Tulsa 800 South Tucker Drive Tulsa, Oklahoma 74104-3189
School Practicum Program Speech-Language Pathology	Communication Disorders Program Attention: Suzanne Stanton, Ed.D.

21. The University has authorized only certain persons to sign agreements of this nature on its behalf. No agreement is enforceable against the University unless signed by an authorized signatory.

22. This AGREEMENT shall be governed by the laws of the State of Oklahoma and agree that all disputes may be resolved in a court of competent jurisdiction in Tulsa County, Oklahoma.

23. This AGREEMENT constitutes the entire AGREEMENT between the parties and supersedes all prior agreements, arrangements, and understanding relating to the subject matters hereof. Any modification hereto shall be valid only if set forth in writing and signed by all parties hereto.

Executed and agreed to this _____ day of _____, 20__.

_____ ("Agency")

By: _____

Owasso Public Schools

And

The University of Tulsa ("University")

By: _____

Ron Walker, EdD
Dean, Oxley/College of Health Sciences

4/20/2023

MEMORANDUM OF UNDERSTANDING BETWEEN SOUTHWESTERN
OKLAHOMA STATE UNIVERSITY AND OWASSO PUBLIC SCHOOLS FOR THE
CONDUCT OF CLINICAL FIELD EXPERIENCES FOR CANDIDATES IN THE
SCHOOL PSYCHOLOGY GRADUATE PROGRAM

THIS AGREEMENT is between Southwestern Oklahoma State University School Psychology Program, hereinafter referred to as the "University," and Owasso Public Schools, hereinafter referred to as the "District." It is understood that the participating institutions will cooperate in the conduct of school psychological services as described below.

PURPOSE OF AGREEMENT

This agreement provides the terms under which the District will provide on-site school psychology experiences to candidates who are enrolled in the Educational Specialist Degree Program in School Psychology.

SCOPE OF THE PROGRAM

The University makes no agreement to provide any specified number of students to the program at the District and the District makes no agreement to accept a specified number from the University.

THE UNIVERSITY AGREES TO:

1. Provide the District with copies of policies and requirements related to field experiences and school psychology.
2. Appoint a representative of the University to communicate with the site supervisor and school psychology interns to assist in the supervision and evaluation of the student internship experiences.
3. Have a representative(s) of the University available to the District for assistance and consultation as the need arises and when possible.
4. Advise students of their responsibilities regarding participation in the on-site internship process, including professional conduct and following rules and standards set by the District and University.
5. The University assumes no liability for the actions taken by the students in training during the time that they participate in field experiences in the District.
6. The University recognizes the District's interest in providing the most secure environment when possible for the District's students; therefore, the University agrees it will act under this Agreement in compliance with 70 O.S. §6-101.48. Specifically, the University will not permit any candidate under its authority to come on to school premises for any activity covered by this Agreement if that person is currently registered or required to register under the Oklahoma Sex Offenders Registration Act or has been convicted in this state, the United States, or another state of a felony offense unless ten (10) years has elapsed since the date of the criminal conviction.

7. The University agrees to protect the privacy of the District student information and educational records in accordance with the Family Educational Rights and Privacy Act of 1974, as Amended (FERPA), and to educate the University's candidates on the requirement to protect District student information.

THE DISTRICT AGREES TO:

1. Provide an on-site experience, which is pertinent and meaningful, for students enrolled in school psychology preparation at the University.
2. Provide quality supervision of the student(s) in the on-site school psychology program.
3. Keep the University informed regarding the performance of candidates and to notify and consult with the University any time the student is not meeting expectations or maintaining satisfactory progress.

THE UNIVERSITY AND THE DISTRICT JOINTLY AGREE:

1. In compliance with federal law including the provisions of Title IX of the Education Amendment of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, the parties hereto will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, or military service in its administration of its policies, programs, or activities; its admission policies; other programs; or employment.
2. That, in the case of internship opportunities, there will be meetings of representatives of both the University and the District as often as such meetings are needed to coordinate and improve the program, and at the convenience of both parties.
3. That there will be on-going, open communication between the University and the District to insure understanding of the expectations and the roles of both institutions in providing onsite experience for students.
4. That either the University or the District may drop a student enrolled in the program, if, in the opinion of either party, the student is not making satisfactory progress in the program. Any student who does not satisfactorily complete the program or any portion thereof may repeat the course at the same District only with the written approval of both the District and the University.

TERM OF AGREEMENT, MODIFICATION, TERMINATION:

This Agreement shall be effective when executed by both parties and shall remain in effect for a period of one (1) year from date of inception. After the initial period, this Agreement may be renewed by mutual agreement of both parties. This agreement may be revised or modified by written amendment when both parties agree to such amendment. This Agreement may be terminated without cause by ninety (90) days written notice from either party to the other.

AGREED:

On behalf of OWASSO PUBLIC SCHOOLS

Signature

Name

Title

Date

On behalf of SOUTHWESTERN OKLAHOMA
STATE UNIVERSITY



Signature

Ed Klein

Name

Chair, Department of Education

Title

4/25/23

Date



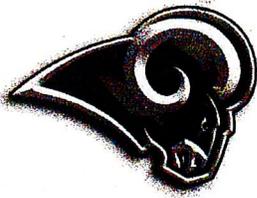
This Contract is entered into on the 8th day of May 2023 by and between Superior Vision Consulting and Owasso Public Schools, hereinafter referred to as Superior Vision Consulting and District, respectively, for the provision of consultation and treatment of students.

I. AGREEMENT

- A. Superior Vision Consulting agrees to provide consultations and other services mutually agreed upon under the terms described herein.
- B. District represents that it has funds available and shall be responsible for all service fees as identified in the applicable statement(s) of work as those services are provided.

II. SERVICE AND PAYMENT TERMS

- A. This contract shall be in force from July 1, 2023, until June 30, 2024, unless voided by noncompliance or mutual agreement. Services not delivered due to illness, weather, professional meetings, or circumstances beyond either party's control shall not be deemed non-compliant. Either party may terminate this contract with a thirty (30) day notice.
- B. Superior Vision Consulting represents that Cindy Lumpkin is a certified teacher for Visually Impaired students and shall maintain such certification for the duration of this agreement.
- C. Superior Vision Consulting agrees to provide diagnostic, evaluative, and therapeutic services to Blind/Visually Impaired students as requested by the District.
- D. Superior Vision Consulting shall provide those services consistent with the goals and objectives outlined in students' Individualized Education Program (IEP) and in accordance with Federal and State laws regarding students with disabilities.
- E. District agrees to pay Superior Vision Consulting \$75.00 per hour for all services rendered, including port-to-port travel expenses under this contract.
- F. Superior Vision Consulting will submit monthly invoices and documentation of services provided to the District before the 5th of each month so that the District may review and approve, if appropriate, payment of the invoice at the District's regular Board meeting.



Owasso Public Schools

Education Service Center
1501 N Ash Street, Owasso, OK 74055
Phone: (918) 272-5367 • Fax: (918) 272-8111
owassops.org

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first written above.

Cindy Lumpkin, CTVI
CINDY LUMPKIN, VISUALLY IMPAIRED CONSULTANT
(Superior Vision Consulting)

5/3 /23
DATE

INDEPENDENT SCHOOL DISTRICT NO. 11 OF TULSA COUNTY, OKLAHOMA

PRESIDENT, BOARD OF EDUCATION DATE

CLERK, BOARD OF EDUCATION DATE

MEMORANDUM OF UNDERSTANDING

The (Police Department) City of Owasso, Oklahoma, a municipal corporation (OPD); the Owasso School District, an independent school district of the State of Oklahoma (OPS); upon the allocation of budgeted funds by both parties, pledge to collaborate to deploy/assign three (3) state certified police officers employed by the City of Owasso Police Department in the position of school resource officer (SRO) within the Owasso Public School primary and secondary systems for fiscal year (FY) 2024.

I. OBJECTIVES

1. To provide police officers trained as school resource officers whose primary duties and responsibilities will be assignment to the Owasso Public School District.
2. To develop innovative, systematic, long-term approaches to reduce the incidents of crime on Owasso Public School property and provide protection for Owasso Public School staff, employees, students, and users of the OPS facilities.
3. To provide educational and preventive interdiction services to the OPS staff, employees, and students.
4. To place police officers within and in proximity of the school campuses of the OPS to provide security, crime prevention services, and law enforcement.
5. To continue staffing of three SROs for school years beyond FY 2024, budget permitting; to seek grants and/or additional funding to increase the number of SROs in future school years.

II. OWASSO POLICE RESPONSIBILITIES

1. OPD agrees to provide three certified police officers to work in the Owasso Public Schools during the regular school year of FY 2024, excluding “summer months”, when classes are cancelled due to inclement weather, scheduled holidays, or any other time classes are not in session.
2. OPD agrees to establish the practice of providing extra patrols with regular duty officers to the various schools within the OPS district, call volume and staffing permitting.

3. OPD agrees to provide training, uniforms, uniform cleaning, equipment, equipment repair, vehicle, and vehicle maintenance for three SROs during FY 2024.
4. Prior to a new SRO being assigned to the school district, OPD agrees to conduct a meeting with OPS superintendent and other district leaders, chosen at the discretion of the superintendent, before the SRO is introduced to the school campuses. The meeting will include the chief of police or designee and the new SRO.
5. OPD agrees that involuntary removal of an SRO will include consultation with the OPS superintendent. Further, OPD agrees that if an SRO is removed, steps will be taken to fill the vacancy within 30 days of final disposition of the removal. Final disposition includes any appeals by the officer or arbitrations associated with the removal.
6. OPD agrees that if an SRO voluntarily resigns from the SRO program, the vacancy will be filled within 30 days.
7. OPD agrees that any requests to increase future cost sharing by OPS will be made by February 1, 2024.
8. OPD agrees that if there is a need to discontinue the SRO program or reduce services/staffing/funding of the SRO program for FY 2025, they will notify the school superintendent of this need no later than February 1, 2024. This same notification requirement will be in effect for requests to increase SRO staffing for the upcoming fiscal year.
9. OPD agrees to invoice OPS monthly in the amount of \$16,000 (sixteen thousand dollars) beginning in August 2023 through May 2024 (ten months).

III. OWASSO PUBLIC SCHOOL RESPONSIBILITIES

1. OPS agrees that all employment responsibilities regarding supervision, police related training, salary disbursement, employment files, scheduling, assignments, disciplinary action and other basic employment duties for the SROs will be the responsibility of the OPD.
2. OPS agrees to provide office space with telephones for SROs. OPS will make every attempt to provide office space at Owasso High School for SROs, space permitting.

3. OPS agrees to allow the SROs to attend professional conferences conducted or sponsored by the OPS for school staff or employees.
4. OPS agrees that assignment of the SROs to duties outside the scope of the position of SRO will be at the discretion of the OPD.
5. OPS agrees that assignment of the SRO is at the discretion of the OPD during “summer months”, when classes are cancelled due to inclement weather, scheduled holidays, or any other time classes are not in session. Further, OPS agrees that assignment of SROs to “summer school” is at the discretion of the OPD.
6. OPS agrees that SROs will not be used for normal disciplinary actions against students unless there is reason to believe that the student’s actions are criminal or there is a risk of violence on the part of the student or student’s parent/guardian.
7. OPS agrees to pay \$160,000 for three SROs for FY 2024 (July 1, 2023 through June 30, 2024); payment will be made in ten monthly installments beginning in August 2023 through May 2024 in the amount of \$16,000 (sixteen thousand dollars).
8. OPS agrees that if OPS has a need to discontinue the SRO program or reduce services/staffing/funding of the SRO program for FY 2025, they will notify the chief of police of this need no later than December 15, 2023. This same notification requirement will be in effect for requests to increase SRO staffing for the upcoming fiscal year.
9. OPS agrees that any previous MOUs with the OPD related to the SRO program will no longer be in effect as of July 1, 2023.
10. OPS agrees that final decisions related to selection and removal of SROs will be made by the chief of police.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed on the dates herein set forth.

CITY OF OWASSO

DATE OF EXECUTION

By: _____
Warren Lehr
City Manager

STATE OF OKLAHOMA)
COUNTY OF TULSA)

Before me a notary public on this ____ day of _____, _____, personally appeared _____, known to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the users and purposes therein set forth.

My Commission Expires:

Notary Public

OWASSO SCHOOL DISTRICT

DATE OF EXECUTION

By: _____
President
Board of Education

STATE OF OKLAHOMA)
COUNTY OF TULSA)

Before me a notary public on this ____ day of _____, _____, personally appeared _____ and _____, known to me to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the users and purposes therein set forth.

My Commission Expires:

Notary Public

Approved as to Form and Legality:

Julie Trout Lombardi, City Attorney
City of Owasso

Agreement

This Agreement made and entered into this _____ day of _____, _____, by and between the Owasso Public Schools, hereinafter referred to as CLIENT, and the Owasso Police Department, hereinafter referred to as OPD.

Whereas, OPD is in the business of developing and implementing narcotics control programs that may include consultation seminars, lectures, canine searches, and other valuable educational services; and whereas, CLIENT desires that OPD assist CLIENT in developing and implementing such a program at and on its premises.

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, OPD and CLIENT agree as follows:

Term: This Agreement shall continue in force and effect for a period of one school year. Either party to this Agreement may cancel the Agreement by notifying the other party in writing within thirty (30) days prior to the date of termination. This Agreement does not include an automatic renewal.

OPD's Status as Independent Contractors: It is understood that the duties and services to be carried out by OPD shall be those prescribed by the CLIENT. However, the means of carrying out those duties shall be within the sole discretion of OPD unless otherwise specified, including, but not limited to: the number of officers employed by OPD, the hours and nature of the officers' duties; the manner and techniques employed by the officers in accomplishing the services prescribed by the CLIENT, the tools and materials utilized by the officers in the performance of their duties, and the manner of hiring, training, equipping, and supervising all officers. Further, the payment of federal, state, county, and/or municipal taxes, social security benefits, unemployment compensation taxes, and overtime wages (other than overtime authorized by CLIENT) shall be the sole function and responsibility of OPD. OPD shall assume the status of independent contractor under the terms of the Agreement, to the exclusion of any other employment status including, but not limited to: employee, officer, servant, principal, partner, and/or joint venture.

Insurance: OPD will maintain insurance through the City of Owasso.

Change in the Law: If there is enacted by law, regulation, promulgation ruling, or other such mandate, by any authority having jurisdiction of the hours of service, rate of pay, working conditions, cost of performing the services herein provided for, or any other such action which affects the subject matter of the Agreement, CLIENT agrees that this Agreement will be subject to revisions and modifications.

Entire Agreement: This Agreement contains the full and entire agreement of the parties herein, and any prior agreements, whether written or oral, are of no further force or effect. This Agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

Illegal substances: Any drugs, narcotics, drug paraphernalia and/or any other illegal substances discovered as a result of searches conducted by OPD as set out herein shall be confiscated by the officer in charge of the search. Said illegal substances shall be tagged, secured appropriately, and handled and disposed of in accordance with OPD protocol.

Services: OPD shall provide and CLIENT shall receive the following:

CLIENT shall receive two visits per week, 1.5 hours per visit, call volume and on-duty K-9 Unit staffing permitting, throughout the FY 2024 regular school year.

OPD K-9 Unit may sign in at each school location as designated by each building principal.

Extracurricular Activities

Extracurricular activities shall be included only at the specific request of the building principal.

Payment Schedule: CLIENT shall remit payments to OPD in the amount of \$1,000.00. Payment will be made monthly, September 2023 through June 2024. Unless agreed to in writing by the parties herein, CLIENT will not incur expenses under this Agreement in excess of \$10,000.00. All payments required herein shall be forwarded to City of Owasso, Attention: Finance Department, 111 N. Main Street, Owasso, OK 74055.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed on the dates herein set forth.

CITY OF OWASSO

By: _____

Warren Lehr

City Manager

STATE OF OKLAHOMA)

COUNTY OF TULSA)

Before me a notary public on this ____ day of _____, _____, personally appeared _____, known to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the users and purposes therein set forth.

My Commission Expires:

Notary Public

OWASSO SCHOOL DISTRICT

By: _____

President

Board of Education

**STATE OF OKLAHOMA)
COUNTY OF TULSA)**

**Before me a notary public on this ____ day of _____,
____, personally appeared _____ and
_____, known to me to be the identical
persons who executed the within and foregoing instrument, and
acknowledged to me that they executed the same as their free and
voluntary act and deed for the users and purposes therein set forth.**

My Commission Expires:

Notary Public

Approved as to Form and Legality:

**Julie Trout Lombardi, City Attorney
City of Owasso**

**MEMORANDUM OF UNDERSTANDING BETWEEN
YOUTH SERVICES OF TULSA and OWN350 PUBLIC SCHOOL DISTRICT**

This Memorandum of Understanding (MOU) describes and documents the understanding and agreement reached between the Youth Services of Tulsa (YST) and Owasso Public Schools (The District).

The parties agree to the following:

1. TERM

The MOU will be in effect from **June 1, 2023**, through **May 31, 2024**, and can be terminated by either party with a 30-day written notice prior to that time.

2. PURPOSE

The purpose of this MOU is to establish a working arrangement and agreement between YST and The District in support of The District's needs for substance abuse and mental health services.

The goal of the collaboration is to provide individual, group and family services to help students struggling with substance and mental health challenges.

3. YOUTH SERVICES OF TULSA RESPONSIBILITIES

YST will:

- Provide needed substance abuse, counseling and family support groups throughout the school year.
-
- Ensure professionals providing services have passed a background check, and are qualified to provide the identified service.
- Serve as a resource to The District for professional development in areas of expertise as requested

4. THE DISTRICT RESPONSIBILITIES

The District will:

- Provide referrals to YST for the identified groups and other needed services.
- Provide space to YST staff to facilitate groups and other services.
- Provide reimbursement for services at a rate stipulated in a mutually executed contract.

5. STUDENT SAFETY

The parties agree that student safety is a top priority. In an effort to protect the students' safety, YST agrees to not place any individual on The District property, whether as an officer, agent, employee or contractor, if that person has been convicted of a felony or has been convicted of any crime involving moral turpitude. YST hereby certifies that none of its respective employees, officers, agents, or contractors placed on The District property are currently registered or required

to be registered under the provisions of the Oklahoma Sex Offenders' Registration Act or the Mary Rippy Violent Offender Registration Act. YST shall submit written proof to The District that all agents, employees or representatives coming on to The District property have passed background checks prior to their entering on The District property. All YST officers, agents, employees or contractors must have in their possession, at all times, a current photo ID which identifies them as an officer, agent, employee or contractor of the YST as applicable, and, if required by The District, a photo ID authorizing access to a specific District site. If at any time a YST employee demonstrates actions which are inappropriate or create a disruption within a school, the principal may require that such person leave The District property and not return without specific permission of the principal.

6. CONFIDENTIALITY

Recognizing the interest of The District to provide the most secure environment possible for its students, YST agrees to act in compliance with all applicable state and federal laws and to protect the privacy of student information and educational records in accordance with the Family Educational Rights and Privacy Act of 1974, as Amended (FERPA).

7. POINT OF CONTACT

The following individuals will act as the point of contact for this MOU. Should there be a change in personnel, each party agrees to notify the other of the corrected contact information as soon as possible.

Youth Services of Tulsa, Inc.
Craig Henderson LCSW
311 S. Madison
Tulsa, OK 74120
918-688-8161
chenderson@yst.
org

Owasso Public Schools

District Contact

District Address

Phone Number

Email

8. INSURANCE AND INDEMNITY

YST has Commercial General Liability and Professional Liability Coverage that insures YST for \$1,000,000 (each occurrence) and \$2,000,000 (general aggregate limit) Further, YST has Sexual/Physical Abuse Vicarious Liability Coverage that insures YST for \$100,000 (each abusive conduct limit) and \$300,000 (aggregate limit). If requested, YST will furnish to the District

verification that it has required insurance coverages in place. If the required insurance coverage is cancelled during the term of this MOU, YST must immediately notify The District.

Further, YST affirms that its employees are covered by Workers Compensation Insurance and shall in no event be entitled to any such coverage from The District.

9. MISCELLANEOUS PROVISIONS

Any party may cancel this MOU with thirty (30) days written notice to the other parties. Notice should be sent to the contact person listed above. All parties shall operate in accordance with applicable federal and state laws and regulations.

It is the express intention of the parties that this MOU shall not be construed as, or given the effect of creating a joint venture, partnership or affiliation or association that would render the parties liable as partners, agents, employer-employee, contractor-sub-contractor, or otherwise create any joint and several liability. The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The parties shall be responsible for acts and omissions to act of their respective officers and employees while acting within the scope of their employment according to the Governmental Tort Claims Act.

All parties agree to the terms of this Memorandum.

SIGNED:

Youth Services of Tulsa



David C. Grewe, Executive Director

Date: 4/24/2023

Owasso Public Schools

Name: _____

Date: _____

- Ram Academy Substance Use Education and Prevention Group.

YST to provide a 1-hour weekly group to run throughout the school year that provides substance use education and prevention concepts as well as facilitation of discussions around mental health and coping skills. Students are selected by appropriate Ram Academy staff or can be self-referred. Goal of the group is to reduce substance use, improve emotional health, and reduce harm caused by substance use.

- Violation of Substance Use Policy Substance Use Education and Prevention Group

YST to provide an 8 week 1-hour Substance Use Education and Prevention group for high school students, and a separate 8 week 1-hour Substance Use Education and Prevention group for mid high students who have violated the districts substance use policy and have been referred by appropriate Owasso staff. Curriculum will include addiction concepts, brain development, consequences of marijuana, alcohol, opioids, hallucinogens, benzodiazepines, and prescription drugs use. Curriculum can be edited to meet the individual needs of the students and district.

- Positive UA Result Substance Use Education and Prevention Group

YST to provide (3) 1-hour group sessions that reoccur weekly at the same time each week. It is recommended this group be separated into mid high and high school groups when needed. Curriculum will include addiction concepts, brain development, consequences of marijuana, alcohol, and prescription drugs use. Curriculum can be edited to meet the individual needs of the students and district.

Group services will be facilitated by a Masters level licensed substance abuse counselor or a Masters level substance abuse counselor who is under supervision for licensure. Groups are billed at \$45.00 per hour with a 2 hour minimum

CERTIFICATE OF APPROVAL

May 8, 2023

Purchase Orders to be approved by the Board of Education:

2022-2023 General Fund

		<u>P.O. Nos.</u>	
<i>VENDORS</i>		1362-1400	158,699.27
<i>VENDORS</i>	Change Orders		4.96
			<u>\$ 158,704.23</u>

2022-2023 Building Fund

		<u>P.O. Nos.</u>	
<i>VENDORS</i>		93-94	5,500.00
<i>VENDORS</i>	Change Orders		0.00
			<u>\$ 5,500.00</u>

2022-2023 Child Nutrition Fund

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

2022-2023 Bond Fund 31

		<u>P.O. Nos</u>	
<i>VENDORS</i>		214-242	2,143,003.38
<i>VENDORS</i>	Change Orders		0.00
			<u>\$ 2,143,003.38</u>

2022-2023 Bond Fund 33

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

2022-2023 Bond Fund 35

		<u>P.O. Nos.</u>	
<i>VENDORS</i>		19-20	161,700.00
<i>VENDORS</i>	Change Orders		0.00
			<u>\$ 161,700.00</u>

2022-2023 Bond Fund 39

		<u>P.O. Nos.</u>	
<i>VENDORS</i>		94-96	104,725.00
<i>VENDORS</i>	Change Orders		0.00
			<u>\$ 104,725.00</u>

2022-2023 Bond Fund 04-BOK

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

Purchase Order Register

Options: Year: 2022-2023, Fund: GENERAL FUND, Date Range: 4/13/2023 - 5/3/2023, PO Range: 1362 - 1400

PO No	Date	Vendor No	Vendor	Description	Amount
1362	04/14/2023	17454	OKLA SCHOOL PUBLIC RELATIONS ASSOC	Registration for Jordan Korphage	200.00
1363	04/17/2023	14003	ANDYMARK INC	WILL SMITH/SUPPLIES FOR ROBOTICS CLASS.	440.00
1364	04/17/2023	3211	PITSCO EDUCATION LLC	WILL SMITH/SUPPLIES FOR ROBOTICS CLASS.	1,800.00
1365	04/17/2023	16044	REV ROBOTICS LLC	WILL SMITH/SUPPLIES FOR ROBOTICS CLASS.	240.00
1366	04/17/2023	11351	AMAZON	Classroom Books and Videos	250.00
1367	04/17/2023	276	WALMART #168	Cultural Craft Supplies	106.20
1368	04/17/2023	4999	OFFICE DEPOT	JOM Parent Meeting Supplies	152.26
1369	04/17/2023	13476	INDIGENOUS REFLECTIONS INC.	Classroom Posters	150.00
1370	04/17/2023	18987	ELIZABETH SEVENOAKS	Basketweaving presentation	120.00
1371	04/17/2023	17164	JAMES GREGORY BILBY	Storytelling presentations	200.00
1372	04/17/2023	16521	OPERATION EAGLE INDIAN ED ASSOC	Native American Dance Exhibition	400.00
1373	04/17/2023	16011	CRYSTAL HANNA	Cherokee Pottery presentation	75.00
1374	04/17/2023	1124	BEST BUY GOV/ED LLC	Green - PAC Computer Monitor	295.80
1375	04/17/2023	11351	AMAZON	Supplies and materials - Hayward Smith Elementary	77.29
1376	04/20/2023	81953	MARGARET M COATES	Per Diem CCOSA Leadership Conference June 14-16	62.50
1377	04/20/2023	86756	JORDAN SAMUEL KORPHAGE	Per Diem CCOSA Leadership Conference June 14-16	62.50
1378	04/20/2023	83750	KERWIN E KOERNER	Per Diem CCOSA Leadership Conference June 14-16	62.50
1379	04/20/2023	86477	LISA M JOHNSON	Per Diem CCOSA Leadership Conference June 14-16	62.50
1380	04/20/2023	16346	MARK OFFICER	Per Diem CCOSA Leadership Conference June 14-16	62.50
1381	04/20/2023	86393	PHILLIP S STORM	Per Diem CCOSA Leadership Conference June 14-16	62.50
1382	04/20/2023	82485	BILL Z DUFFIELD	Per Diem CCOSA Leadership Conference June 14-16	62.50
1383	04/20/2023	86963	RUSSELL ANDREW THORNTON	Per Diem CCOSA Leadership Conference June 14-16	62.50
1384	04/20/2023	19206	FLORENCIA PARK LLC	LESLIE WRIGHT/FLUENCY MATTERS CONVENTION.	827.80
1385	04/20/2023	18472	Connected Kids	Consultation Fees 23/24-Blanket	3,150.00
1386	04/25/2023	18678	JOHN HORSECHIEF	Osage museum presentation	150.00
1387	04/25/2023	18795	KELSEY NICOLETTE COOPER	Native American Acting presentation	100.00
1388	04/25/2023	8247	DONNA DUNKERSON	Native American Finger Weaving Instruction	200.00
1389	04/25/2023	17551	NW HOTEL	Reservations for OAC Summer Internship	416.00
1390	04/25/2023	15778	KRISTIN RESENDIZ	Per Diem	100.00
1391	04/28/2023	16860	L&M OFFICE FURNITURE LLC	COOPER/GUEST CHAIRS FOR COUNSELING OFFICE	3,166.90
1392	04/28/2023	6650	LOWE'S HOME CENTER, INC.	COOPER/PLANTS FOR MAY 16TH COMMENCEMENT	175.00

Purchase Order Register

Options: Year: 2022-2023, Fund: GENERAL FUND, Date Range: 4/13/2023 - 5/3/2023, PO Range: 1362 - 1400

PO No	Date	Vendor No	Vendor	Description	Amount
1393	04/28/2023	276	WALMART #168	COOPER/PLANTS FOR MAY 16TH COMMENCEMENT	175.00
1394	04/28/2023	2036	ART IN BLOOM	OFFICER/FLOWERS FOR MAY 16 COMMENCEMENT	300.00
1395	04/28/2023	9608	HOBBY LOBBY #25	Office Supplies	100.00
1396	04/28/2023	11950	TES PRODUCTIONS, INC	Green - Data Cables	358.02
1397	04/28/2023	11859	HIBDON TIRES PLUS	Vehicle Tires	5,000.00
1398	05/03/2023	13327	STAPLES INC	Paper & Supplies	13,000.00
1399	05/03/2023	19230	BEN HURT	Wrapping of District Property	3,000.00
1400	05/03/2023	18614	HOLT TRUCK CENTERS OF OKLAHOMA LLC	Non-CDL Activity Lift Bus	123,474.00

Non-Payroll Total:	\$158,699.27
Payroll Total:	\$0.00
Report Total:	\$158,699.27

Owasso Public Schools

Change Order Listing

Options: Fund: GENERAL FUND, Year: 2022-2023, ReferenceDate: PO Date, Date Range: 4/13/2023 - 5/3/2023, PO Range: 1 - 1361, Minimum Percentage Change: 20.00%, Include Negative Changes: False

PO No	Date	Vendor No	Vendor	Description	Amount
1305	04/10/2023	11351	AMAZON	Supplies for Math department-- Wilson	4.96
Non-Payroll Total:					\$4.96
Payroll Total:					\$0.00
Report Total:					\$4.96

Owasso Public Schools

Purchase Order Register

Options: Year: 2022-2023, Fund: BUILDING FUND, Date Range: 4/13/2023 - 5/3/2023, PO Range: 93 - 94

PO No	Date	Vendor No	Vendor	Description	Amount
93	04/20/2023	19205	OKLAHOMA ELECTRONIC SECURITY	Repairs on Security Equipment	5,000.00
94	04/28/2023	18721	COMMERCIAL POWER SOLUTIONS LLC	Generator Maintenance	500.00
Non-Payroll Total:					\$5,500.00
Payroll Total:					\$0.00
Report Total:					\$5,500.00

Purchase Order Register

Options: Year: 2022-2023, Fund: FD 31 - 2022 BOND, Date Range: 4/13/2023 - 5/3/2023, PO Range: 214 - 242

PO No	Date	Vendor No	Vendor	Description	Amount
214	04/17/2023	19078	CARDIO PARTNERS INC	AED Trainers and Adult training electrode pads	2,000.00
215	04/17/2023	11351	AMAZON	Binders ELA Materials-Elementary-Morrow Rm #602	350.00
216	04/19/2023	18818	GARLAND/DBS INC	8GC Roof	330,000.00
217	04/19/2023	16490	MCCOLLOUGH ENTERPRISES, INC	Detect leak in Office at ESC	3,000.00
218	04/19/2023	19213	LENOVO (UNITED STATES) INC	Windows Labs Refresh Project District-Wide	608,259.15
219	04/20/2023	12432	HILBORNE & WEIDMAN	LEGAL FEES FOR BOND 2022 COUNSEL (APRIL 2023)	16,000.00
220	04/25/2023	6976	BARNES & NOBLE	ELA Elementary Adoption-Morrow Room #602	27,000.00
221	04/25/2023	11351	AMAZON	ELA Elementary Adoption - Morrow Room #602	1,600.00
222	04/25/2023	2003	SCHOLASTIC INC.	K-5 ELA Elementary Adoption-Ator	43,594.55
223	04/25/2023	2003	SCHOLASTIC INC.	K-5 ELA Elementary Adoption-Bailey	43,594.55
224	04/25/2023	2003	SCHOLASTIC INC.	K-5 ELA Elementary Adoption-Barnes	43,594.55
225	04/25/2023	2003	SCHOLASTIC INC.	K-5 ELA Elementary Adoption-Hodson	43,594.55
226	04/25/2023	2003	SCHOLASTIC INC.	K-5 ELA Elementary Adoption-Mills	43,594.55
227	04/25/2023	2003	SCHOLASTIC INC.	K-5 ELA Elementary Adoption-Morrow	43,594.55
228	04/25/2023	2003	SCHOLASTIC INC.	K-5 ELA Elementary Adoption-Northeast	43,594.55
229	04/25/2023	2003	SCHOLASTIC INC.	K-5 ELA Elementary Adoption-Smith	43,594.55
230	04/25/2023	2003	SCHOLASTIC INC.	K-5 ELA Elementary Adoption-Stone Canyon	43,594.55
231	04/25/2023	2003	SCHOLASTIC INC.	K-5 ELA Adoption-Ator	65,051.17
232	04/25/2023	2003	SCHOLASTIC INC.	K-5 ELA Elementary Adoption-Bailey	55,727.17
233	04/25/2023	2003	SCHOLASTIC INC.	K-5 ELA Elementary Adoption-Barnes	70,363.67
234	04/25/2023	2003	SCHOLASTIC INC.	K-5 ELA Elementary Adoption-Hodson	70,588.67
235	04/25/2023	2003	SCHOLASTIC INC.	K-5 ELA Elementary Adoption-Mills	71,457.17
236	04/25/2023	2003	SCHOLASTIC INC.	K-5 ELA Elementary Adoption-Morrow	85,225.17
237	04/25/2023	2003	SCHOLASTIC INC.	K-5 ELA Elementary Adoption-Northeast	68,788.67
238	04/25/2023	2003	SCHOLASTIC INC.	K-5 ELA Elementary Adoption-Smith	53,477.17
239	04/25/2023	2003	SCHOLASTIC INC.	K-5 ELA Elementary Adoption-Stone Canyon	84,674.17
240	04/28/2023	12013	UNITED FORD SOUTH LLC	Vehicles	121,000.00
241	04/28/2023	8837	LOWRY CONSTRUCTION SERVICES INC	Pre Construction Services	15,000.00

Purchase Order Register

Options: Year: 2022-2023, Fund: FD 31 - 2022 BOND, Date Range: 4/13/2023 - 5/3/2023, PO Range: 214 - 242

PO No	Date	Vendor No	Vendor	Description	Amount
242	05/03/2023	175	HERTZBERG-NEW METHOD, INC.	ELA Elementary Adoption - Morrow Room #602	1,090.25
Non-Payroll Total:					\$2,143,003.38
Payroll Total:					\$0.00
Report Total:					\$2,143,003.38

Owasso Public Schools

Purchase Order Register

Options: Year: 2022-2023, Fund: FD 35 - 2017 BOND, Date Range: 4/13/2023 - 5/3/2023, PO Range: 19 - 20

PO No	Date	Vendor No	Vendor	Description	Amount
19	04/20/2023	8482	STEPHEN H. MCDONALD AND ASSOCIATES	BOND 2022 SALE ADVISORY FEES (APRIL 2023)	155,000.00
20	05/03/2023	12567	STATE OF OKLAHOMA	LEGAL FEES - 2022 BOND (2023 SALE)	6,700.00
Non-Payroll Total:					\$161,700.00
Payroll Total:					\$0.00
Report Total:					\$161,700.00

Owasso Public Schools

Purchase Order Register

Options: Year: 2022-2023, Fund: FD 39 - 2020 BOND, Date Range: 4/13/2023 - 5/3/2023, PO Range: 94 - 96

PO No	Date	Vendor No	Vendor	Description	Amount
94	04/20/2023	12357	STANDARD & POOR'S FINANCIAL SVC,LLC	RATING FEE FOR BOND 2022 SALE (APRIL 2023)	28,975.00
95	04/20/2023	18943	KEVIN TOUHEY	DISTRIBUTE/MARKETING -BOND 2022 SALES (APRIL 2023)	750.00
96	04/28/2023	18438	HARNESS ROOFING INC	Waterproofing Projects District Wide	75,000.00
Non-Payroll Total:					\$104,725.00
Payroll Total:					\$0.00
Report Total:					\$104,725.00

Owasso Public Schools

Cash Balances

Options: Fiscal Years: 2023, Funds: 60, As Of Date: 4/30/2023, Account Types: AC

Cash By Account and Fund

AC 0110	ROGERS COUNTY BANK				
2023	60	SCHOOL ACTIVITY FUND			\$2,411,236.72
			Total AC	0110	<u>\$2,411,236.72</u>
					<u>\$2,411,236.72</u>

Cash By Fund

2023	60	SCHOOL ACTIVITY FUND			\$2,411,236.72
					<u>\$2,411,236.72</u>

Owasso Public Schools

Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 7/1/2022 - 4/30/2023

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
801 GENERAL FUND	\$0.00	\$67,282.72	\$60,279.88	\$28,498.64	\$99,063.96	\$24,492.42	\$74,571.54
804 CH NUTRITION REF SUB ACCT	\$0.00	\$5,041.40	\$0.00	\$1,936.01	\$3,105.39	\$0.00	\$3,105.39
805 OHS ACTIVITY	\$0.00	\$26,005.20	\$52,206.80	\$14,193.99	\$64,018.01	\$8,946.17	\$55,071.84
806 HS AP	\$0.00	\$2,180.00	\$61,509.85	\$27,253.00	\$36,436.85	\$31,500.00	\$4,936.85
807 HS NATIONAL HONOR SOCIETY	\$0.00	\$4,696.00	\$33,638.31	\$8,017.36	\$30,316.95	\$3,260.00	\$27,056.95
808 HS STUDENT COUNCIL	\$0.00	\$42,776.34	\$17,014.51	\$34,585.38	\$25,205.47	\$10,895.00	\$14,310.47
809 HS SPEECH/DEBATE	\$0.00	\$2,548.00	\$1,854.66	\$1,015.61	\$3,387.05	\$2,604.00	\$783.05
810 OHS - TEACHER/STAFF APPRECIATION- FOOD ONLY	\$0.00	\$0.00	\$6,021.87	\$3,154.62	\$2,867.25	\$983.16	\$1,884.09
811 HS YOUTH ALIVE	\$0.00	\$0.00	\$805.69	\$0.00	\$805.69	\$0.00	\$805.69
812 HS YEARBOOK	\$0.00	\$6,160.68	\$5,112.03	\$6,296.28	\$4,976.43	\$250.00	\$4,726.43
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	\$250,895.77	\$278,916.21	\$259,790.30	\$270,021.68	\$24,153.82	\$245,867.86
817 5TH GRADE HONOR CHOIR- DISTRICTWIDE	\$0.00	\$2,772.00	\$3,513.18	\$1,913.36	\$4,371.82	\$0.00	\$4,371.82
818 HS FFA	\$0.00	\$151,853.45	\$39,471.06	\$145,313.91	\$46,010.60	\$42,080.55	\$3,930.05
820 HS STEM 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	\$4,874.00	\$697.30	\$4,127.59	\$1,443.71	\$500.00	\$943.71
824 HS STAGECRAFT	\$0.00	\$0.00	\$405.18	\$0.00	\$405.18	\$0.00	\$405.18
825 HS LIBRARY	\$0.00	\$28,782.58	\$10,220.23	\$29,709.07	\$9,293.74	\$6,787.18	\$2,506.56
826 HS SENIOR CLASS	\$0.00	\$47,286.52	\$10,411.35	\$13,135.95	\$44,561.92	\$11,935.00	\$32,626.92
827 HS UNIFIED CLUB	\$0.00	\$1,399.00	\$684.48	\$1,534.00	\$549.48	\$0.00	\$549.48
828 HS JUNIOR CLASS	\$0.00	\$43,550.00	\$15,928.00	\$21,730.99	\$37,747.01	\$2,750.00	\$34,997.01
831 E-SPORTS	\$0.00	\$5,630.45	\$0.00	\$4,197.48	\$1,432.97	\$929.00	\$503.97
834 HS FCA - FELLOWSHIP OF CHRISTIAN ATHLETES	\$0.00	\$17.00	\$0.00	\$0.00	\$17.00	\$17.00	\$0.00
835 HS HISTORY CLUB	\$0.00	\$500.00	\$0.62	\$150.00	\$350.62	\$0.00	\$350.62
836 HS WORLD TRAVEL CLUB	\$0.00	\$1,386.50	\$0.00	\$870.00	\$516.50	\$400.00	\$116.50
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	\$305.00	\$0.00	\$9.99	\$295.01	\$78.00	\$217.01
839 HS DRAMA/PRODUCTIONS	\$0.00	\$13,963.38	\$7,747.29	\$12,077.44	\$9,633.23	\$2,835.00	\$6,798.23
840 8GC TEACHER/STAFF APPRECIATION- FOOD ONLY	\$0.00	\$0.00	\$1,726.06	\$1,091.25	\$634.81	\$600.00	\$34.81
841 EIGHTH GRADE ACTIVITY	\$0.00	\$11.23	\$3,755.31	\$120.00	\$3,646.54	\$200.00	\$3,446.54
842 EIGHTH GRADE STUDENT COUNCIL	\$0.00	\$5,507.00	\$5,809.10	\$4,881.70	\$6,434.40	\$1,250.22	\$5,184.18
844 EIGHTH GRADE HOME EC	\$0.00	\$1,560.00	\$2,116.58	\$1,414.06	\$2,262.52	\$2,014.02	\$248.50
845 EIGHTH GRADE YEARBOOK	\$0.00	\$1,391.04	\$4,001.13	\$1,464.87	\$3,927.30	\$1,125.00	\$2,802.30
848 EIGHTH GRADE ART	\$0.00	\$2,085.00	\$755.79	\$0.00	\$2,840.79	\$1,700.00	\$1,140.79
849 EIGHTH GRADE FOREIGN LANGUAGE	\$0.00	\$1,160.00	\$1,467.85	\$821.03	\$1,806.82	\$577.50	\$1,229.32
851 EIGHTH GRADE ROBOTICS	\$0.00	\$0.00	\$24.62	\$0.00	\$24.62	\$0.00	\$24.62
853 EIGHTH GRADE COMPUTER	\$0.00	\$300.00	\$1,159.44	\$170.47	\$1,288.97	\$0.00	\$1,288.97
855 EIGHTH GRADE ENGLISH	\$0.00	\$0.00	\$447.79	\$333.27	\$114.52	\$0.00	\$114.52
856 EIGHTH GRADE TEACHERS WELFARE	\$0.00	\$771.15	\$511.98	\$97.68	\$1,185.45	\$100.00	\$1,085.45
857 7TH GRADE STEM	\$0.00	\$1,280.00	\$457.99	\$1,477.39	\$260.60	\$80.00	\$180.60
858 EIGHTH GRADE FCCLA	\$0.00	\$4,557.80	\$484.14	\$4,343.69	\$698.25	\$0.00	\$698.25
859 EIGHTH GRADE STRENGTH & CONDITIONING / PE	\$0.00	\$530.00	\$4,627.99	\$3,817.75	\$1,340.24	\$0.00	\$1,340.24
860 EIGHTH GRADE STEM	\$0.00	\$600.00	\$72.98	\$122.20	\$550.78	\$0.00	\$550.78
861 SEVENTH GRADE ACTIVITY	\$0.00	\$415.80	\$12,477.88	\$972.37	\$11,921.31	\$40.00	\$11,881.31
862 SEVENTH GRADE YEARBOOK	\$0.00	\$97.00	\$2,032.35	\$357.33	\$1,772.02	\$30.00	\$1,742.02
863 SEVENTH FOREIGN LANGUAGE	\$0.00	\$1,170.00	\$864.25	\$1,525.68	\$508.57	\$0.00	\$508.57
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	\$145.35	\$137.11	\$0.00	\$137.11
868 SEVENTH GRADE PHYS ED	\$0.00	\$4,965.00	\$3,022.60	\$3,494.01	\$4,493.59	\$0.00	\$4,493.59

Owasso Public Schools

Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 7/1/2022 - 4/30/2023

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
870 7GC TEACHER/STAFF APPRECIATION- FOOD ONLY	\$0.00	\$0.00	\$1,350.00	\$538.73	\$811.27	\$420.00	\$391.27
871 SEVENTH GRADE TEACHERS WELFARE	\$0.00	\$137.71	\$491.39	\$391.00	\$238.10	\$215.24	\$22.86
872 SEVENTH GRADE NATL JR HON SOC	\$0.00	\$1,440.00	\$1,634.05	\$1,347.12	\$1,726.93	\$130.00	\$1,596.93
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	\$6,069.39	\$2,530.84	\$4,534.56	\$4,065.67	\$1,725.68	\$2,339.99
875 BARNES ACTIVITY	\$0.00	\$5,964.08	\$14,485.98	\$7,683.61	\$12,766.45	\$2,219.00	\$10,547.45
876 BARNES ALL IN	\$0.00	\$0.00	\$1,465.21	\$992.60	\$472.61	\$0.00	\$472.61
877 BARNES LIBRARY	\$0.00	\$11,889.33	\$14,976.70	\$9,184.09	\$17,681.94	\$118.35	\$17,563.59
878 BARNES TACK	\$0.00	\$0.00	\$265.50	\$237.69	\$27.81	\$0.00	\$27.81
879 SEVENTH GRADE ART	\$0.00	\$4,615.00	\$2,787.42	\$5,502.88	\$1,899.54	\$140.00	\$1,759.54
880 BARNES TEACHER/STAFF APPRECIATION- FOOD ONLY	\$0.00	\$0.00	\$1,361.07	\$376.71	\$984.36	\$600.00	\$384.36
881 BARNES MUSIC	\$0.00	\$322.00	\$225.77	\$238.64	\$309.13	\$0.00	\$309.13
882 ATOR LIBRARY	\$0.00	\$7,900.76	\$11,781.03	\$7,989.01	\$11,692.78	\$5,034.95	\$6,657.83
883 ATOR ACTIVITY	\$0.00	\$1,297.00	\$12,242.41	\$3,657.25	\$9,882.16	\$921.52	\$8,960.64
884 ATOR PHYSICAL EDUCATION	\$0.00	\$0.00	\$3,723.60	\$237.41	\$3,486.19	\$0.00	\$3,486.19
885 ATOR MUSIC	\$0.00	\$1,215.00	\$1,622.37	\$1,841.64	\$995.73	\$0.00	\$995.73
886 ATOR TEACHERS WELFARE	\$0.00	\$17.39	\$669.65	\$423.56	\$263.48	\$260.00	\$3.48
887 MILLS ACTIVITY	\$0.00	\$6,609.74	\$13,069.53	\$7,757.41	\$11,921.86	\$8,018.02	\$3,903.84
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	\$197.01	\$4,038.07	\$107.87	\$4,127.21	\$500.00	\$3,627.21
890 MILLS TEACHER/STAFF APPRECIATION- FOOD ONLY	\$0.00	\$0.00	\$2,081.72	\$681.72	\$1,400.00	\$400.00	\$1,000.00
891 MILLS LIBRARY	\$0.00	\$7,911.87	\$6,763.77	\$9,923.36	\$4,752.28	\$1,369.11	\$3,383.17
892 SMITH TEACHER/STAFF APPRECIATION- FOOD ONLY	\$0.00	\$110.00	\$1,495.00	\$487.88	\$1,117.12	\$150.00	\$967.12
893 SMITH ACTIVITY	\$0.00	\$26,553.00	\$9,259.33	\$17,977.10	\$17,835.23	\$1,711.64	\$16,123.59
894 SMITH LIBRARY	\$0.00	\$9,334.24	\$9,637.45	\$4,985.06	\$13,986.63	\$4,072.00	\$9,914.63
897 SMITH TEACHERS WELFARE	\$0.00	\$2,141.49	\$598.62	\$982.31	\$1,757.80	\$50.00	\$1,707.80
898 HODSON ACTIVITY	\$0.00	\$8,746.34	\$44,717.86	\$26,853.60	\$26,610.60	\$4,367.02	\$22,243.58
899 HODSON TEACHER WELFARE	\$0.00	\$629.86	\$642.12	\$548.51	\$723.47	\$0.00	\$723.47
900 HODSON TEACHER/STAFF APPRECIATION-FOOD ONLY	\$0.00	\$0.00	\$1,563.86	\$816.44	\$747.42	\$500.00	\$247.42
901 HODSON LIBRARY	\$0.00	\$12,111.96	\$19,908.42	\$16,107.32	\$15,913.06	\$763.78	\$15,149.28
902 HODSON PHYS ED	\$0.00	\$0.00	\$948.21	\$0.00	\$948.21	\$0.00	\$948.21
903 HODSON MUSIC	\$0.00	\$2,652.00	\$1,125.99	\$2,859.46	\$918.53	\$190.55	\$727.98
904 NORTHEAST TEACHER/STAFF APPRECIATION-FOOD ONLY	\$0.00	\$0.00	\$1,600.00	\$469.83	\$1,130.17	\$83.40	\$1,046.77
905 NORTHEAST ACTIVITY	\$0.00	\$11,819.80	\$27,437.88	\$10,399.62	\$28,858.06	\$3,097.00	\$25,761.06
906 NORTHEAST TEACHERS WELFARE	\$0.00	\$37.63	\$2,413.02	\$560.12	\$1,890.53	\$0.00	\$1,890.53
907 NORTHEAST LIBRARY	\$0.00	\$45,184.76	\$15,260.77	\$41,824.26	\$18,621.27	\$8,600.00	\$10,021.27
911 BAILEY ACTIVITY	\$0.00	\$3,790.85	\$16,733.69	\$6,800.07	\$13,724.47	\$1,745.28	\$11,979.19
912 BAILEY TEACHERS WELFARE	\$0.00	\$0.00	\$514.06	\$290.80	\$223.26	\$84.59	\$138.67
914 BAILEY LIBRARY	\$0.00	\$7,898.79	\$7,304.75	\$8,452.71	\$6,750.83	\$845.74	\$5,905.09
915 BAILEY TEACHER/STAFF APPRECIATION- FOOD ONLY	\$0.00	\$0.00	\$1,722.49	\$1,167.09	\$555.40	\$520.00	\$35.40
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	\$2,406.59	\$2,767.40	\$2,153.75	\$3,020.24	\$0.00	\$3,020.24
926 EIGHTH GRADE NATL JR HONOR SOC	\$0.00	\$3,835.75	\$3,552.12	\$4,253.94	\$3,133.93	\$840.00	\$2,293.93
927 EIGHTH GRADE SCIENCE	\$0.00	\$0.00	\$400.48	\$22.45	\$378.03	\$0.00	\$378.03
929 SPECIAL ED PROGRAMS	\$0.00	\$0.00	\$251,368.97	\$13,904.91	\$237,464.06	\$0.00	\$237,464.06
930 ATOR TEACHER/STAFF APPRECIATION- FOOD ONLY	\$0.00	\$0.00	\$1,677.40	\$793.37	\$884.03	\$0.00	\$884.03
932 SPEC OLYMPICS - DIST WIDE	\$0.00	\$74,926.90	\$47,954.40	\$6,447.00	\$116,434.30	\$24,500.00	\$91,934.30
933 RAM ACADEMY	\$0.00	\$2,100.00	\$12,831.63	\$3,724.91	\$11,206.72	\$1,202.12	\$10,004.60
934 INDIAN EDUCATION ACTIVITY	\$0.00	\$5,449.90	\$8,305.44	\$6,116.45	\$7,638.89	\$1,135.00	\$6,503.89
936 GRANTS - (OEF ONLY)	\$0.00	\$68,500.00	\$0.00	\$59,876.46	\$8,623.54	\$6,212.44	\$2,411.10

Owasso Public Schools

Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 7/1/2022 - 4/30/2023

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
937 GRANTS (EXCEPT OEF-SEE 936)	\$0.00	\$15,450.00	\$4,221.45	\$14,754.62	\$4,916.83	\$2,111.65	\$2,805.18
938 STAFF APPRECIATION-DISTRICT SERVICES-FOOD ONLY	\$0.00	\$0.00	\$3,000.00	\$1,044.53	\$1,955.47	\$0.00	\$1,955.47
941 ATHLETICS	\$0.00	\$706,063.28	\$335,494.86	\$602,537.56	\$439,020.58	\$87,549.90	\$351,470.68
942 RAM PARTNERS	\$0.00	\$148,323.00	\$81,092.01	\$138,529.72	\$90,885.29	\$36,540.33	\$54,344.96
944 VIRTUAL/SUMMER SCHOOL	\$0.00	\$3,775.00	\$0.00	\$50.00	\$3,725.00	\$100.00	\$3,625.00
946 PERFORMING ARTS CENTER	\$0.00	\$705,210.26	\$504,260.03	\$1,117,564.88	\$91,905.41	\$4,375.00	\$87,530.41
947 OPERATIONS WELFARE FUND	\$0.00	\$131.31	\$256.12	\$172.75	\$214.68	\$0.00	\$214.68
949 HEALTH SERVICES	\$0.00	\$0.00	\$445.79	\$59.50	\$386.29	\$0.00	\$386.29
951 RAM TEACHER WELFARE	\$0.00	\$398.47	\$4,179.65	\$137.03	\$4,441.09	\$225.00	\$4,216.09
953 HS FAC	\$0.00	\$6,978.00	\$4,471.18	\$4,241.72	\$7,207.46	\$4,295.66	\$2,911.80
957 HS VOCAL	\$0.00	\$87,101.43	\$50,074.99	\$62,196.63	\$74,979.79	\$49,273.00	\$25,706.79
960 STEM - 6GC	\$0.00	\$1,975.00	\$1,731.97	\$1,001.70	\$2,705.27	\$550.00	\$2,155.27
962 STUDENT HOLDING ACCOUNT	\$0.00	\$23,638.16	\$61,233.96	\$0.00	\$84,872.12	\$0.00	\$84,872.12
963 HS LIBERTY COMMITTEE	\$0.00	\$5,399.50	\$4,441.12	\$7,697.66	\$2,142.96	\$1,050.00	\$1,092.96
965 HS TEACHERS WELFARE	\$0.00	\$6,063.70	\$4,164.79	\$1,171.19	\$9,057.30	\$2,140.96	\$6,916.34
968 MORROW ACTIVITY	\$0.00	\$4,812.70	\$13,011.24	\$3,276.33	\$14,547.61	\$1,029.24	\$13,518.37
969 MORROW TEACHER/STAFF APPRECIATION-FOOD ONLY	\$0.00	\$0.00	\$1,244.50	\$235.12	\$1,009.38	\$334.66	\$674.72
970 RAM ACADEMY TEACHER/STAFF APPRECIATION-FOOD ONLY	\$0.00	\$0.00	\$637.55	\$194.62	\$442.93	\$0.00	\$442.93
971 HS FCCLA	\$0.00	\$4,253.26	\$1,336.75	\$3,305.95	\$2,284.06	\$715.00	\$1,569.06
972 MORROW TEACHER WELFARE	\$0.00	\$1,393.00	\$0.00	\$25.97	\$1,367.03	\$0.00	\$1,367.03
973 HS FOREIGN LANGUAGE CLUB	\$0.00	\$3,600.40	\$13,829.72	\$2,383.60	\$15,046.52	\$1,875.00	\$13,171.52
974 MORROW LIBRARY	\$0.00	\$5,426.29	\$7,633.45	\$4,599.66	\$8,460.08	\$2,150.00	\$6,310.08
975 SIXTH GRADE ACTIVITY	\$0.00	\$1,079.54	\$10,143.49	\$1,603.92	\$9,619.11	\$0.00	\$9,619.11
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	\$2,007.00	\$17,249.00	\$9,639.12	\$9,616.88	\$1,350.00	\$8,266.88
978 SIXTH GRADE YEARBOOK	\$0.00	\$134.00	\$17,231.71	\$601.98	\$16,763.73	\$500.00	\$16,263.73
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	\$1,000.00	\$901.52	\$98.48	\$0.00	\$98.48
982 SIXTH GRADE SCIENCE	\$0.00	\$0.00	\$5,210.23	\$2,299.22	\$2,911.01	\$0.00	\$2,911.01
983 SIXTH GRADE ART	\$0.00	\$6,575.00	\$856.45	\$6,594.16	\$837.29	\$0.00	\$837.29
984 SIXTH GRADE TEACHERS WELFARE	\$0.00	\$734.34	\$2,066.41	\$0.00	\$2,800.75	\$0.00	\$2,800.75
986 SIXTH GRADE MATH	\$0.00	\$0.00	\$969.53	\$842.84	\$126.69	\$0.00	\$126.69
988 SIXTH GRADE SOCIAL STUDIES	\$0.00	\$0.00	\$4,170.82	\$1,242.78	\$2,928.04	\$0.00	\$2,928.04
989 SIXTH GRADE LIBRARY	\$0.00	\$8,119.70	\$14,421.44	\$7,893.64	\$14,647.50	\$100.00	\$14,547.50
990 STONE CANYON TEACHER/STAFF APPRECIATION-FOOD ONLY	\$0.00	\$0.00	\$1,564.91	\$836.73	\$728.18	\$250.00	\$478.18
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	\$12,215.67	\$7,757.92	\$11,120.58	\$8,853.01	\$2,580.00	\$6,273.01
995 STONE CANYON TEACHERS WELF	\$0.00	\$900.43	\$620.57	\$639.00	\$882.00	\$0.00	\$882.00
997 STONE CANYON LIBRARY	\$0.00	\$29,070.86	\$22,457.34	\$26,677.01	\$24,851.19	\$10,442.13	\$14,409.06
998 CHROMEBOOK INS/ACCESORIES	\$0.00	\$54,580.00	\$53,791.28	\$38,307.48	\$70,063.80	\$45,137.77	\$24,926.03
Total	\$0.00	\$2,925,622.45	\$2,509,469.59	\$3,023,855.32	\$2,411,236.72	\$520,579.56	\$1,890,657.16

2023-24 Owasso Band Boosters Concession Contract With Owasso School District

This contract is made by and between INDEPENDENT SCHOOL DISTRICT NUMBER ELEVEN TULSA COUNTY, OKLAHOMA, hereinafter called the "District", and Owasso Band Booster Club hereafter called the "Club."

RECITALS:

1. District is the owner of the Athletic complex, specifically the Football Stadium and East Campus gym for purposes of this contract, (hereinafter called the "Complex") located on the property of Owasso Schools, Owasso, Oklahoma.
2. Club desires to obtain from the District the exclusive rights to operate food and beverage concession (hereinafter called the "Concessions") during all sporting events controlled by the Athletic Department (excluding Owasso home Soccer games) at the complex during the period August 1, 2023 through June 30, 2024.

Therefore the parties agree as follows:

1. Operations of Concessions, District hereby grants to Club the right to operate the Concessions at the Complex through the period specified above. Club agrees to operate the concessions at the complex during the period specified above in accordance with the terms of this agreement. Club further agrees to schedule a meeting with the district's Operations Department prior to the start of the new season in order that both parties can check the operation readiness of the concession facilities at the complex.
2. Compliance with Laws. In the operation of the concessions, Club shall comply with all applicable laws, rules, regulations, and ordinances, including but not limited to health, licensing, permits and safety rules and regulations of local and state laws and the sales tax requirements of the Oklahoma Tax Commission. Club shall provide the District copies of all current licenses and permits. After each event, Club shall be responsible for cleaning the concession food preparation areas and concession equipment.
3. Equipment. Club shall have the right to use any equipment owned by the District and presently installed in the concession areas. This agreement shall not obligate the District to furnish any additional concession equipment. District agrees to provide and maintain utilities for the operation on the concessions.

District shall not be required to provide any utility service in addition to that which presently exists. Club shall be responsible for any damage to District's equipment that occurs during periods of time when Club is operating the concessions.

Club shall have the right to install such additional concession equipment as it deems appropriate (upon prior consultation with the District Operations Department) and such equipment may be removed by Club at termination of this agreement, subject to the obligations of Club to repair any damage done to the complex by such removal. District shall have no responsibility for any loss, damage, vandalism or destruction of Club's equipment.

4. Term. The term of this agreement shall be August 1, 2023 through June 30, 2024
5. . District reserves the right to cancel this agreement at any time by providing thirty (30) days written notice to the Club in the event the Club fails to perform any obligation listed hereunder:

5. Miscellaneous:

a. Club desires the right to operate the concessions at scheduled Complex events (specifically related to football, basketball and wrestling) during the period of August 1, 2023, through June 30, 2024. While the Club concessions are in operation, no other food or beverages may be sold in the complex or its parking lots. Food and drink may be served, but not sold, unless permissible by the Club.

b. The Owasso High School Athletic Department may provide catered food and beverages to its coaches and guests in the Complex.

c. The Owasso Athletic Department shall be paid ten (10) percent of the Club's concession profits (before labor costs and after the costs of goods) **not to exceed \$4,000 for football and \$1,000 for basketball/wrestling to offset** Complex utility, maintenance, cleaning costs for the season.

d. The Owasso Athletic Department shall be paid \$500 from the Club's concession profits per hosted football playoff game to offset Complex maintenance and cleaning costs for the event.

e. This agreement shall be binding upon the parties hereto and their successors and assigns, except that Club shall not have the right to assign this agreement or to sublet the operation of the concession without prior written agreement of District.

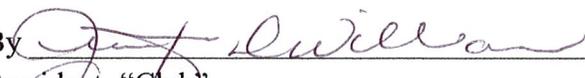
f. Club shall be responsible for determining menu items and pricing of products to realize a fair and reasonable profit. Provided, however, no beer or alcoholic beverage shall be sold or dispensed by the Club. District contracts for food and/or beverage that include the complex will be honored by the Club.

g. Club agrees to allow the Chief Financial Officer of the District access to audit concession records.

INDEPENDENT SCHOOL DISTRICT NUMBER ELEVEN OF TULSA COUNTY,
OKLAHOMA

By _____
President- "Owasso School District Board"

Date _____

By  _____
President- "Club"

Date 4/20/2023

2023-24 Owasso Baseball Boosters Concession Contract With Owasso School District

This contract is made by and between INDEPENDENT SCHOOL DISTRICT NUMBER ELEVEN TULSA COUNTY, OKLAHOMA, hereinafter called the "District" and Owasso Baseball Booster Club hereafter called the "Club."

RECITALS:

1. District is the owner of the Baseball complex (hereinafter called the "complex") located on the property of Owasso Schools, Owasso, Oklahoma.
2. Club desires to obtain from the District the exclusive rights to operate food and beverage concession (hereinafter called the "concessions") at the complex during the period August 1, 2023 through June 30, 2024.

Therefore the parties agree as follows:

1. Operations of Concessions, District hereby grants to Club the exclusive right to operate the Concessions at the complex through the period specified above. Club agrees to operate the concessions at the complex during the period specified above in accordance with the terms of this agreement. Club further agrees to schedule a meeting with the district's Operations Department prior to the start of the new season in order that both parties can check the operation readiness of the concession facilities at the complex.
2. Compliance with Laws. In the operation of the concessions, Club shall comply with all applicable laws, rules, regulations, and ordinances, including but not limited to health, licensing, permits and safety rules and regulations of local and state laws and the sales tax requirements of the Oklahoma Tax Commission. Club shall provide the District copies of all current licenses and permits. After each event, Club shall be responsible for cleaning the concession food preparation areas and concession equipment.
3. Equipment. Club shall have the right to use any equipment owned by the District and presently installed in the concession areas. This agreement shall not obligate the District to furnish any additional concession equipment. District agrees to provide and maintain utilities for the operation on the concessions.

District shall not be required to provide any utility service in addition to that which presently exists. Club shall be responsible for any damage to District's equipment that occurs during periods of time when Club is operating the concessions.

Club shall have the right to install such additional concession equipment as it deems appropriate (upon prior consultation with the District Operations Department) and such equipment may be removed by Club at termination of this agreement, subject to the obligations of Club to repair any damage done to the complex by such removal. District shall have no responsibility for any loss, damage, vandalism or destruction of Club's equipment.

4. **Term.** The term of this agreement shall be August 1, 2023 through June 30, 2024. District reserves the right to cancel this agreement at any time by providing thirty (30) days written notice to the Club in the event the Club fails to perform any obligation listed hereunder:

5. **Miscellaneous:**

a. Club desires the right to operate the concessions at scheduled Complex events during the period of August 1, 2023, through June 30, 2024. While the Club concessions are in operation, no other food or beverages may be sold in the complex or its parking lots. Food and drink served, but not sold, is permissible.

b. The Owasso District may operate a hospitality room for its members prior to and during the contest of Owasso High School athletic events.

c. The Owasso High School Athletic Department may provide catered food and beverages to its coaches and guests in the complex.

d. **The Owasso Athletic Department shall be paid ten (10) percent of the Club's concession profits (before labor costs and after the costs of goods) not to exceed \$200 to offset Complex utility, maintenance, cleaning costs for the season.**

e. This agreement shall be binding upon the parties hereto and their successors and assigns, except that Club shall not have the right to assign this agreement or to sublet the operation of the concession without prior written agreement of District.

f. Club shall be responsible for determining menu items and pricing of products to realize a fair and reasonable profit. Provided, however, no beer or alcoholic beverage shall be sold or dispensed by the Club. District contracts for food and/or beverage that include the complex will be honored by the Club.

g. Club agrees to allow the Chief Financial Officer of the District access to audit concession records.

INDEPENDENT SCHOOL DISTRICT NUMBER ELEVEN OF TULSA COUNTY,
OKLAHOMA

By _____
President- "Owasso School District Board"

Date _____

By  _____
President- "Club"

Date 4/23/2003

2023-2024 Owasso Basketball Boosters Concession Contract With Owasso School District

This contract is made by and between INDEPENDENT SCHOOL DISTRICT NUMBER ELEVEN TULSA COUNTY, OKLAHOMA, hereinafter called the "District" and Owasso Basketball Booster Club hereafter called the "Club."

RECITALS:

1. District is the owner of the 8th Grade Center Gym complex (hereinafter called the "complex") located on the property of Owasso Schools, Owasso, Oklahoma.
2. Club desires to obtain from the District the exclusive rights to operate food and beverage concession (hereinafter called the "concessions") at the complex during the period August 1, 2023 through June 30, 2024.

Therefore the parties agree as follows:

1. Operations of Concessions, District hereby grants to Club the exclusive right to operate the Concessions at the complex through the period specified above. Club agrees to operate the concessions at the complex during the period specified above in accordance with the terms of this agreement. Club further agrees to schedule a meeting with the district's Operations Department prior to the start of the new season in order that both parties can check the operation readiness of the concession facilities at the complex.
2. Compliance with Laws. In the operation of the concessions, Club shall comply with all applicable laws, rules, regulations, and ordinances, including but not limited to health, licensing, permits and safety rules and regulations of local and state laws and the sales tax requirements of the Oklahoma Tax Commission. Club shall provide the District copies of all current licenses and permits. After each event, Club shall be responsible for cleaning the concession food preparation areas and concession equipment.
3. Equipment. Club shall have the right to use any equipment owned by the District and presently installed in the concession areas. This agreement shall not obligate the District to furnish any additional concession equipment. District agrees to provide and maintain utilities for the operation on the concessions.

District shall not be required to provide any utility service in addition to that which presently exists. Club shall be responsible for any damage to District's equipment that occurs during periods of time when Club is operating the concessions.

Club shall have the right to install such additional concession equipment as it deems appropriate (upon prior consultation with the District Operations Department) and such equipment may be removed by Club at termination of this agreement, subject to the obligations of Club to repair any damage done to the complex by such removal. District shall have no responsibility for any loss, damage, vandalism or destruction of Club's equipment.

4. Term. The term of this agreement shall be August 1, 2023 through June 30, 2024. District reserves the right to cancel this agreement at any time by providing thirty (30) days written notice to the Club in the event the Club fails to perform any obligation listed hereunder:
5. Miscellaneous:
 - a. Club desires the right to operate the concessions at scheduled Complex events during the period of August 1, 2023, through June 30, 2024. While the Club concessions are in operation, no other food or beverages may be sold in the complex or its parking lots. Food and drink served but not sold are permissible

b. The Owasso District may operate a hospitality room for its members prior to and during the contest of Owasso High School athletic events.

c. The Owasso High School Athletic Department may provide catered food and beverages to its coaches and guests in the complex.

d. The Owasso Athletic Department shall be paid ten (10) percent of the Club's concession profits (before labor costs and after the costs of goods) not to exceed \$200 to offset Complex utility, maintenance, cleaning costs for the season.

e. This agreement shall be binding upon the parties hereto and their successors and assigns, except that Club shall not have the right to assign this agreement or to sublet the operation of the concession without prior written agreement of District.

f. Club shall be responsible for determining menu items and pricing of products to realize a fair and reasonable profit. Provided, however, no beer or alcoholic beverage shall be sold or dispensed by the Club. District contracts for food and/or beverage that include the complex will be honored by the Club.

g. Club agrees to allow the Chief Financial Officer of the District access to audit concession records.

INDEPENDENT SCHOOL DISTRICT NUMBER ELEVEN OF TULSA COUNTY,
OKLAHOMA

By _____
President- "Owasso School District Board"

Date _____

By  _____
President- "Club"

Date 4-12-23

2023-2024 Owasso Soccer Boosters Concession Contract With Owasso School District

This contract is made by and between INDEPENDENT SCHOOL DISTRICT NUMBER ELEVEN TULSA COUNTY, OKLAHOMA, hereinafter called the "District" and Owasso Soccer Booster Club hereafter called the "Club."

RECITALS:

1. District is the owner of the Stadium complex (hereinafter called the "complex") located on the property of Owasso Schools, Owasso, Oklahoma.
2. Club desires to obtain from the District the exclusive rights to operate food and beverage concession (hereinafter called the "concessions") at the complex during the period August 1, 2023 through June 30, 2024.

Therefore the parties agree as follows:

1. Operations of Concessions, District hereby grants to Club the exclusive right to operate the Concessions at the complex through the period specified above. Club agrees to operate the concessions at the complex during the period specified above in accordance with the terms of this agreement. Club further agrees to schedule a meeting with the district's Operations Department prior to the start of the new season in order that both parties can check the operation readiness of the concession facilities at the complex.
2. Compliance with Laws. In the operation of the concessions, Club shall comply with all applicable laws, rules, regulations, and ordinances, including but not limited to health, licensing, permits and safety rules and regulations of local and state laws and the sales tax requirements of the Oklahoma Tax Commission. Club shall provide the District copies of all current licenses and permits. After each event, Club shall be responsible for cleaning the concession food preparation areas and concession equipment.
3. Equipment. Club shall have the right to use any equipment owned by the District and presently installed in the concession areas. This agreement shall not obligate the District to furnish any additional concession equipment. District agrees to provide and maintain utilities for the operation on the concessions.

District shall not be required to provide any utility service in addition to that which presently exists. Club shall be responsible for any damage to District's equipment that occurs during periods of time when Club is operating the concessions.

Club shall have the right to install such additional concession equipment as it deems appropriate (upon prior consultation with the District Operations Department) and such equipment may be removed by Club at termination of this agreement, subject to the obligations of Club to repair any damage done to the complex by such removal. District shall have no responsibility for any loss, damage, vandalism or destruction of Club's equipment.

4. Term. The term of this agreement shall be August 1, 2023 through June 30, 2024. District reserves the right to cancel this agreement at any time by providing thirty (30) days written notice to the Club in the event the Club fails to perform any obligation listed hereunder:

5. Miscellaneous:

a. Club desires the right to operate the concessions at scheduled Complex events during the period of August 1, 2023, through June 30, 2024. While the Club concessions are in operation, no other food or beverages may be sold in the complex or its parking lots. Food and drink served, but not sold, is permissible.

b. The Owasso District may operate a hospitality room for its members prior to and during the contest of Owasso High School athletic events.

c. The Owasso High School Athletic Department may provide catered food and beverages to its coaches and guests in the complex.

d. The Owasso Athletic Department shall be paid ten (10) percent of the Club's concession profits (before labor costs and after the costs of goods) not to exceed \$200 to offset Complex utility, maintenance, cleaning costs for the season.

e. This agreement shall be binding upon the parties hereto and their successors and assigns, except that Club shall not have the right to assign this agreement or to sublet the operation of the concession without prior written agreement of District.

f. Club shall be responsible for determining menu items and pricing of products to realize a fair and reasonable profit. Provided, however, no beer or alcoholic beverage shall be sold or dispensed by the Club. District contracts for food and/or beverage that include the complex will be honored by the Club.

g. Club agrees to allow the Chief Financial Officer of the District access to audit concession records.

INDEPENDENT SCHOOL DISTRICT NUMBER ELEVEN OF TULSA COUNTY,
OKLAHOMA

By _____
President- "Owasso School District Board"

Date _____

By 
~~President- "Club"~~ CHAD BYERLY
TREASURER

Date 4/24/2023

2023-2024 Owasso Softball Boosters Concession Contract With Owasso School District

This contract is made by and between INDEPENDENT SCHOOL DISTRICT NUMBER ELEVEN TULSA COUNTY, OKLAHOMA, hereinafter called the "District" and Owasso Softball Booster Club hereafter called the "Club."

RECITALS:

1. District is the owner of the Softball complex (hereinafter called the "complex") located on the property of Owasso Schools, Owasso, Oklahoma.
2. Club desires to obtain from the District the exclusive rights to operate food and beverage concession (hereinafter called the "concessions") at the complex during the period August 1, 2023 through June 30, 2024.

Therefore the parties agree as follows:

1. Operations of Concessions, District hereby grants to Club the exclusive right to operate the Concessions at the complex through the period specified above. Club agrees to operate the concessions at the complex during the period specified above in accordance with the terms of this agreement. Club further agrees to schedule a meeting with the district's Operations Department prior to the start of the new season in order that both parties can check the operation readiness of the concession facilities at the complex.
2. Compliance with Laws. In the operation of the concessions, Club shall comply with all applicable laws, rules, regulations, and ordinances, including but not limited to health, licensing, permits and safety rules and regulations of local and state laws and the sales tax requirements of the Oklahoma Tax Commission. Club shall provide the District copies of all current licenses and permits. After each event, Club shall be responsible for cleaning the concession food preparation areas and concession equipment.
3. Equipment. Club shall have the right to use any equipment owned by the District and presently installed in the concession areas. This agreement shall not obligate the District to furnish any additional concession equipment. District agrees to provide and maintain utilities for the operation on the concessions.

District shall not be required to provide any utility service in addition to that which presently exists. Club shall be responsible for any damage to District's equipment that occurs during periods of time when Club is operating the concessions.

Club shall have the right to install such additional concession equipment as it deems appropriate (upon prior consultation with the District Operations Department) and such equipment may be removed by Club at termination of this agreement, subject to the obligations of Club to repair any damage done to the complex by such removal. District shall have no responsibility for any loss, damage, vandalism or destruction of Club's equipment.

4. Term. The term of this agreement shall be August 1, 2023 through June 30, 2024. District reserves the right to cancel this agreement at any time by providing thirty (30) days written notice to the Club in the event the Club fails to perform any obligation listed hereunder:

5. Miscellaneous:

a. Club desires the right to operate the concessions at scheduled Complex events during the period of August 1, 2023, through June 30, 2024. While the Club concessions are in operation, no other food or beverages may be sold in the complex or its parking lots. Food and drink served, but not sold, is permissible.

b. The Owasso District may operate a hospitality room for its members prior to and during the contest of Owasso High School athletic events.

c. The Owasso High School Athletic Department may provide catered food and beverages to its coaches and guests in the complex.

d. The Owasso Athletic Department shall be paid ten (10) percent of the Club's concession profits (before labor costs and after the costs of goods) not to exceed \$200 to offset Complex utility, maintenance, cleaning costs for the season.

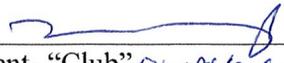
e. This agreement shall be binding upon the parties hereto and their successors and assigns, except that Club shall not have the right to assign this agreement or to sublet the operation of the concession without prior written agreement of District.

f. Club shall be responsible for determining menu items and pricing of products to realize a fair and reasonable profit. Provided, however, no beer or alcoholic beverage shall be sold or dispensed by the Club. District contracts for food and/or beverage that include the complex will be honored by the Club.

g. Club agrees to allow the Chief Financial Officer of the District access to audit concession records.

INDEPENDENT SCHOOL DISTRICT NUMBER ELEVEN OF TULSA COUNTY,
OKLAHOMA

By _____ Date _____
President- "Owasso School District Board"

By  _____ Date 07/20/23
President- "Club" OWASSO SOFTBALL

2023-2024 Owasso Track/CC Boosters Concession Contract With Owasso School District

This contract is made by and between INDEPENDENT SCHOOL DISTRICT NUMBER ELEVEN TULSA COUNTY, OKLAHOMA, hereinafter called the "District" and Owasso Track/CC Booster Club hereafter called the "Club."

RECITALS:

1. District is the owner of the Track/CC complex (hereinafter called the "complex") located on the property of Owasso Schools, Owasso, Oklahoma.
2. Club desires to obtain from the District the exclusive rights to operate food and beverage concession (hereinafter called the "concessions") at the complex during the period August 1, 2023 through June 30, 2024.

Therefore the parties agree as follows:

1. *Operations of Concessions*, District hereby grants to Club the *exclusive right* to operate the Concessions at the complex through the period specified above. Club agrees to operate the concessions at the complex during the period specified above in accordance with the terms of this agreement. Club further agrees to schedule a meeting with the district's Operations Department prior to the start of the new season in order that both parties can check the operation readiness of the concession facilities at the complex.
2. *Compliance with Laws*. In the operation of the concessions, Club shall comply with all applicable laws, rules, regulations, and ordinances, including but not limited to health, licensing, permits and safety rules and regulations of local and state laws and the sales tax requirements of the Oklahoma Tax Commission. Club shall provide the District copies of all current licenses and permits. After each event, Club shall be responsible for cleaning the concession food preparation areas and concession equipment.
3. *Equipment*. Club shall have the right to use any equipment owned by the District and presently installed in the concession areas. This agreement shall not obligate the District to furnish any additional concession equipment. District agrees to provide and maintain utilities for the operation on the concessions.

District shall not be required to provide any utility service in addition to that which presently exists. Club shall be responsible for any damage to District's equipment that occurs during periods of time when Club is operating the concessions.

Club shall have the right to install such additional concession equipment as it deems appropriate (upon prior consultation with the District Operations Department) and such equipment may be removed by Club at termination of this agreement, subject to the obligations of Club to repair any damage done to the complex by such removal. District shall have no responsibility for any loss, damage, vandalism or destruction of Club's equipment.

4. *Term*. The term of this agreement shall be August 1, 2023 through June 30, 2024. District reserves the right to cancel this agreement at any time by providing thirty (30) days written notice to the Club in the event the Club fails to perform any obligation listed hereunder:
5. *Miscellaneous*:
 - a. Club desires the right to operate the concessions at scheduled Complex events during the period of August 1, 2023, through June 30, 2024. While the Club concessions are in operation, no other food or beverages may be sold in the complex or its parking lots. Food and drink served, but not sold, is permissible.

b. The Owasso District may operate a hospitality room for its members prior to and during the contest of Owasso High School athletic events.

c. The Owasso High School Athletic Department may provide catered food and beverages to its coaches and guests in the complex.

d. The Owasso Athletic Department shall be paid ten (10) percent of the Club's concession profits (before labor costs and after the costs of goods) not to exceed \$200 to offset Complex utility, maintenance, cleaning costs for the season.

e. This agreement shall be binding upon the parties hereto and their successors and assigns, except that Club shall not have the right to assign this agreement or to sublet the operation of the concession without prior written agreement of District.

f. Club shall be responsible for determining menu items and pricing of products to realize a fair and reasonable profit. Provided, however, no beer or alcoholic beverage shall be sold or dispensed by the Club. District contracts for food and/or beverage that include the complex will be honored by the Club.

g. Club agrees to allow the Chief Financial Officer of the District access to audit concession records.

**INDEPENDENT SCHOOL DISTRICT NUMBER ELEVEN OF TULSA COUNTY,
OKLAHOMA**

By _____ Date _____
President- "Owasso School District Board"

By *Bethany Benson* Date 4/27/23
President- "Club"

2023-2024 Owasso Volleyball Boosters Concession Contract With Owasso School District

This contract is made by and between INDEPENDENT SCHOOL DISTRICT NUMBER ELEVEN TULSA COUNTY, OKLAHOMA, hereinafter called the "District" and Owasso Volleyball Booster Club hereafter called the "Club."

RECITALS:

1. District is the owner of the Gym complex (hereinafter called the "complex") located on the property of Owasso Schools, Owasso, Oklahoma.
2. Club desires to obtain from the District the exclusive rights to operate food and beverage concession (hereinafter called the "concessions") at the complex during the period August 1, 2023 through June 30, 2024.

Therefore the parties agree as follows:

1. Operations of Concessions, District hereby grants to Club the exclusive right to operate the Concessions at the complex through the period specified above. Club agrees to operate the concessions at the complex during the period specified above in accordance with the terms of this agreement. Club further agrees to schedule a meeting with the district's Operations Department prior to the start of the new season in order that both parties can check the operation readiness of the concession facilities at the complex.
2. Compliance with Laws. In the operation of the concessions, Club shall comply with all applicable laws, rules, regulations, and ordinances, including but not limited to health, licensing, permits and safety rules and regulations of local and state laws and the sales tax requirements of the Oklahoma Tax Commission. Club shall provide the District copies of all current licenses and permits. After each event, Club shall be responsible for cleaning the concession food preparation areas and concession equipment.
3. Equipment. Club shall have the right to use any equipment owned by the District and presently installed in the concession areas. This agreement shall not obligate the District to furnish any additional concession equipment. District agrees to provide and maintain utilities for the operation on the concessions.

District shall not be required to provide any utility service in addition to that which presently exists. Club shall be responsible for any damage to District's equipment that occurs during periods of time when Club is operating the concessions.

Club shall have the right to install such additional concession equipment as it deems appropriate (upon prior consultation with the District Operations Department) and such equipment may be removed by Club at termination of this agreement, subject to the obligations of Club to repair any damage done to the complex by such removal. District shall have no responsibility for any loss, damage, vandalism or destruction of Club's equipment.

4. Term. The term of this agreement shall be August 1, 2023 through June 30, 2024. District reserves the right to cancel this agreement at any time by providing thirty (30) days written notice to the Club in the event the Club fails to perform any obligation listed hereunder:

5. Miscellaneous:

a. Club desires the right to operate the concessions at scheduled Complex events during the period of August 1, 2023, through June 30, 2024. While the Club concessions are in operation, no other food or beverages may be sold in the complex or its parking lots. Food and drink served, but not sold, are permissible.

b. The Owasso District may operate a hospitality room for its members prior to and during the contest of Owasso High School athletic events.

c. The Owasso High School Athletic Department may provide catered food and beverages to its coaches and guests in the complex.

d. The Owasso Athletic Department shall be paid ten (10) percent of the Club's concession profits (before labor costs and after the costs of goods) not to exceed \$200 to offset Complex utility, maintenance, cleaning costs for the season.

e. This agreement shall be binding upon the parties hereto and their successors and assigns, except that Club shall not have the right to assign this agreement or to subcontract the operation of the concession without prior written agreement of District.

f. Club shall be responsible for determining menu items and pricing of products to realize a fair and reasonable profit. Provided, however, no beer or alcoholic beverage shall be sold or dispensed by the Club. District contracts for food and/or beverage that include the complex will be honored by the Club.

g. Club agrees to allow the Chief Financial Officer of the District access to audit concession records.

INDEPENDENT SCHOOL DISTRICT NUMBER ELEVEN OF TULSA COUNTY,
OKLAHOMA

By _____
President- "Owasso School District Board"

Date _____

By *Dawn Allen - Volleyball*
President- "Club"

Date *4/11/23*

2023-2024 Owasso Wrestling Boosters Concession Contract With Owasso School District

This contract is made by and between INDEPENDENT SCHOOL DISTRICT NUMBER ELEVEN TULSA COUNTY, OKLAHOMA, hereinafter called the “District”, and Owasso Wrestling Booster Club hereafter called the “Club.”

RECITALS:

1. District is the owner of the Gym complex (hereinafter called the “complex”) located on the property of Owasso Schools, Owasso, Oklahoma.
2. Club desires to obtain from the District the exclusive rights to operate food and beverage concession (hereinafter called the “concessions”) at the complex during the period August 1, 2023 through June 30, 2024.

Therefore the parties agree as follows:

1. Operations of Concessions, District hereby grants to Club the exclusive right to operate the Concessions at the complex through the period specified above. Club agrees to operate the concessions at the complex during the period specified above in accordance with the terms of this agreement. Club further agrees to schedule a meeting with the district’s Operations Department prior to the start of the new season in order that both parties can check the operation readiness of the concession facilities at the complex.
2. Compliance with Laws. In the operation of the concessions, Club shall comply with all applicable laws, rules, regulations, and ordinances, including but not limited to health, licensing, permits and safety rules and regulations of local and state laws and the sales tax requirements of the Oklahoma Tax Commission. Club shall provide the District copies of all current licenses and permits. After each event, Club shall be responsible for cleaning the concession food preparation areas and concession equipment.
3. Equipment. Club shall have the right to use any equipment owned by the District and presently installed in the concession areas. This agreement shall not obligate the District to furnish any additional concession equipment. District agrees to provide and maintain utilities for the operation on the concessions.

District shall not be required to provide any utility service in addition to that which presently exists. Club shall be responsible for any damage to District’s equipment that occurs during periods of time when Club is operating the concessions.

Club shall have the right to install such additional concession equipment as it deems appropriate (upon prior consultation with the District Operations Department) and such equipment may be removed by Club at termination of this agreement, subject to the obligations of Club to repair any damage done to the complex by such removal. District shall have no responsibility for any loss, damage, vandalism or destruction of Club’s equipment.

4. Term. The term of this agreement shall be August 1, 2023 through June 30, 2024. District reserves the right to cancel this agreement at any time by providing thirty (30) days written notice to the Club in the event the Club fails to perform any obligation listed hereunder:

5. Miscellaneous:

a. Club desires the right to operate the concessions at scheduled Complex events during the period of August 1, 2023, through June 30, 2024. While the Club concessions are in operation, no other food or beverages may be sold in the complex or its parking lots. Food and drink served, but not sold, is permissible.

b. The Owasso District may operate a hospitality room for its members prior to and during the contest of Owasso High School athletic events.

c. The Owasso High School Athletic Department may provide catered food and beverages to its coaches and guests in the complex.

d. The Owasso Athletic Department shall be paid ten (10) percent of the Club's concession profits (before labor costs and after the costs of goods) not to exceed \$200 to offset Complex utility, maintenance, cleaning costs for the season.

e. This agreement shall be binding upon the parties hereto and their successors and assigns, except that Club shall not have the right to assign this agreement or to sublet the operation of the concession without prior written agreement of District.

f. Club shall be responsible for determining menu items and pricing of products to realize a fair and reasonable profit. Provided, however, no beer or alcoholic beverage shall be sold or dispensed by the Club. District contracts for food and/or beverage that include the complex will be honored by the Club.

g. Club agrees to allow the Chief Financial Officer of the District access to audit concession records.

INDEPENDENT SCHOOL DISTRICT NUMBER ELEVEN OF TULSA COUNTY,
OKLAHOMA

By _____
President- "Owasso School District Board"

Date _____

By Heather Allcock
President- "Club"

Date 4-19-23



April 17, 2023

Re: 2023-2024 Oklahoma State School Boards Association Membership

Dear Superintendent and Board President:

The Oklahoma State School Boards Association is proud to serve Oklahoma school districts and school board members – the elected officers whose leadership most impacts Oklahoma children.

OSSBA belongs to its members and is the only organization that exists to represent the school board member. OSSBA membership ensures board members and district leaders have on-demand access to legal and policy expertise, free and low-cost learning opportunities and other money-saving resources.

This has been another extraordinary year in which OSSBA has focused on delivering our core services and support while providing needed resources and information.

OSSBA will continue to improve on these services in the 2023-2024 school year, add more ways for districts to make the most of limited resources and support you in your efforts to provide an excellent education for every child.

Your district's invoice and a membership renewal form is enclosed. Prompt payment ensures continued membership. You can also submit your renewal form online at www.ossba.org/membership.

We look forward to continuing to serve you. If you have any questions, please do not hesitate to call at (405) 528-3571 or toll free at (888) 528-3571.

Sincerely,

Shawn Hime
Executive Director



Membership Renewal

To renew your membership online, please visit: www.ossba.org/membership

To renew your membership via email, please complete the information below and email this form to: jenniferp@ossba.org.

Please continue Quasso Public Schools Public School's
(School Name)

membership with OSSBA for 2023-2024.

The school board voted to join OSSBA on May 8, 2023.

PO Number: _____

Is the Superintendent new this year?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
First Year Superintendent?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

Superintendent Name: Dr. Margaret Coates

Superintendent Email: margaret.coates@owassops.org

Superintendent Start Date: July 1, 2022

Minutes Clerk Name: Rena Klein

Minutes Clerk Email: renae.klein@owassops.org

Board Clerk Signature

Date: May 8, 2023

Pages (with cover): _____

If your board membership has changed since the election, please provide an updated list with this form. Please include name, election status, email, seat number and date seated.

Oklahoma State School Boards Association

2801 N. Lincoln Blvd., Suite 125 • Oklahoma City, OK 73105

405.528.3571 • 888.528.3571 • www.ossba.org



Oklahoma State School Boards Assn.
 2801 N. Lincoln Blvd. Suite 125
 Oklahoma City, OK 73105
 405.528.3571 or 888.528.3571
 Fax: 405.609.3091
 EIN: 73-6636480

Invoice	19494
Date	7/15/2023
Page	1
Amount Due	\$4,927.00
Customer #	6767

To pay online via credit card please visit: www.ossba.org/payonline

Customer:

Owasso Public Schools
 1501 North Ash Street
 Owasso OK 74055

For proper credit please return top portion

Customer ID	Customer Name	Purchase Order No.		Due Date	
6767	Owasso Public Schools			7/15/2023	
Item Number	Description	Ordered	Discount	Unit Price	Ext. Price
1000	School Membership Dues 2023-2024	1	\$0.00	\$4,927.00	\$4,927.00

The membership fee covers the provision of various services by the Oklahoma State School Boards Association to boards of education. Such services include legal information, publications, in-office consultations, answers to telephone and letter inquiries from school officials and school patrons, monitoring of state and federal education legislation, and other services designed to improve the quality of management of public education in Oklahoma. Member boards of education also receive reduced rates for workshop registrations, subscriptions and fee service programs

Subtotal	\$4,927.00
Tax	\$0.00
Total	\$4,927.00

Questions? Contact accounting@ossba.org



April 17, 2023

Dear Superintendent:

Thank you for subscribing to OSSBA's policy services. We are hopeful that the services provided are meeting the policy needs of your school district. The policy subscription service rate for the 2023-2024 school year is \$1,000.

Your subscription will include the following benefits:

- Revise or develop new, customized policies based on information from board minutes (within the subscription period).
 - 12 new/revised district policies per year are included with the subscription.
 - Additional policies requested are available in paper and/or digital format for \$75 per policy.
- New or newly updated SDE required policies – customized.
- Monthly policy newsletter (delivered on a quarterly basis) which features at least three sample policies.
- Annual policy revisions based on legislative action during subscription year.

Please use the enclosed invoice to ensure uninterrupted access to OSSBA's policy service or renew online at ossba.org/policyform.

Also, I encourage you to consider whether this is the right time to engage in a comprehensive review of your district's policies. OSSBA offers both a policy review service to analyze the district's current policies and make recommendations and a customized review service that includes a review of the policy manual, school handbooks, negotiated agreements (if applicable); up to 100 new policies; print and digital versions of the customized, updated manual; and more.

If you have questions, are interested in a complete policy book review or online policy services, please contact me at 888.528.3571 or juliem@ossba.org. The OSSBA looks forward to working with your school district in the future.

Sincerely,

Julie L. Miller
Deputy Executive Director and General Counsel

Oklahoma State School Boards Association
2801 N. Lincoln Blvd., Suite 125
Oklahoma City, OK 73105
405.528.3571 • 888.528.3571
405.528.5695 • www.ossba.org



Policy Subscription Renewal

To renew your membership online, please visit: <https://www.ossba.org/policyform>

To renew your membership via email, please complete the information below and email this form to: jenniferp@ossba.org.

Please continue Owasso Public Schools Public School's
(School Name)

policy subscription for 2023-2024.

The school board voted to subscribe to policy services on May 8, 2023.

PO Number: _____

Is the Superintendent new this year? YES NO

First Year Superintendent? YES NO

Superintendent Name: Dr. Margaret Coates

Superintendent Email: margaret.coates@owassops.org

Superintendent Start Date: July 1, 2022

Minutes Clerk Name: Renae Klein

Minutes Clerk Email: renae.klein@owassops.org

Board Clerk Signature (board clerk's signature is also a grant of permission to receive faxes from OSSBA)

Date: May 8, 2023

Pages (with cover): _____

If your board membership has changed since the election, please provide an updated list with this form. Please include name, election status, email, seat number and date seated.

Oklahoma State School Boards Association

2801 N. Lincoln Blvd., Suite 125 • Oklahoma City, OK 73105

405.528.3571 • 888.528.3571 • www.ossba.org



Oklahoma State School Boards Assn.
 2801 N. Lincoln Blvd. Suite 125
 Oklahoma City, OK 73105
 405.528.3571 or 888.528.3571
 Fax: 405.609.3091
 EIN: 73-6636480

Invoice	20370
Date	7/15/2023
Page	1
Amount Due	\$1,000.00
Customer #	6767

To pay online via credit card please visit: www.ossba.org/payonline

Customer:

Owasso Public Schools
 1501 North Ash Street
 Owasso OK 74055

For proper credit please return top portion

Customer ID	Customer Name	Purchase Order No.		Due Date	
6767	Owasso Public Schools			7/15/2023	
Item Number	Description	Ordered	Discount	Unit Price	Ext. Price
3105	Policy Services Subscription through June 30, 2024	1	\$0.00	\$1,000.00	\$1,000.00

Subtotal	\$1,000.00
Tax	\$0.00
Total	\$1,000.00

Questions? Contact accounting@ossba.org

Customer: OWASSO PUBLIC SCHOOLS

Addr: 1501 NORTH ASH
OWASSO OK 74055-4999

October Membership: 9649

MAS: MUNICIPAL ACCOUNTING SYSTEMS, INC.

Addr: 908 EAST 35TH STREET
SHAWNEE, OK 74804

Phone: (800)749-5691 **Email:** accounts@wengage.com

Re-Occurring Fiscal Year Charges

Re-Occurring Fiscal Year Charges are based on the membership (200 minimum) from the latest October 1 count.

Description	Total
Appropriated Funds	\$15,245.42
Payroll	\$500.00
- Usage Fee Included In Appropriated Funds	
-Additional Contact(s): 2 - Amount: \$500.00	
Treasurer	\$3,087.68
Activity Funds	\$1,543.84
Personnel	\$3,337.68
-Additional Contact(s): 1 - Amount: \$250.00	
Purchase Requisition	\$3,087.68
Fixed Assets	NA
Employee Document Management	\$14,473.50
Total 2023-2024 Fiscal Year Charges:	\$41,275.80

Terms and Conditions

- The software charge includes phone support for one (1) designated contact per application. Additional contacts can be added at an additional cost. MAS shall provide the phone support during normal business hours of 8:00 a.m. to 5:00 p.m. CST, Monday through Friday, exclusive of holidays. MAS shall have full and free access to the Customer equipment and software to provide support.
- The software charge includes interactive online training via training videos and webinars.
- On-site training (by appointment only) will be charged \$750.00 per day from 9:30 a.m. through 3:30 p.m. CST and round-trip mileage at the current IRS mileage rate. Additional time is \$100.00 per hour.
- For each renewal, the fees may, at MAS's discretion, increase by an amount not to exceed 5%, no more than one time per annum.
- Customer agrees that MAS shall not be liable to Customer for any incidental or consequential damages, loss, or other liabilities arising out of the use or inability to use the software.
- The terms and conditions of this agreement supersede those of all previous agreements between the parties with respect to the use of the software and such use hereafter is subject to the terms and conditions of this agreement.
- This agreement shall be governed by the Laws of the State of Oklahoma.

Software as a Service

- Definitions.

(a) Application means the software and other material used by MAS to access, configure, and provide the Services. The Application(s) identified in the Service Order Agreement are licensed on a subscription basis and delivered as hosted online software using the Software as a Service (SaaS) model.

(b) Charges mean the fees payable by Customer pursuant to the Software Service Order Agreement.

(c) Customer Data means any data that Customer sends to the Service and any data that Customer receives from the Service in fulfillment of a request, excluding any content deemed to be Intellectual Property.

(d) Documentation means instructions and examples pertaining to appropriate integration with and proper use of the Services.

(e) Intellectual Property Rights means all intellectual property rights, including patents, trademarks, trade name, service mark, copyright, trade secrets, know-how, process, technology, development tool, ideas, concepts, design right, domain names, moral right, database right, methodology, algorithm and invention, and any other proprietary information (whether registered, unregistered, pending, or applied for).

(f) Privacy Policy and Terms of Service means the MAS Privacy Policy and Terms of Service in effect at the time of this Agreement, which is incorporated herein by reference and which is subject to change without notice.

(g) Service shall have the meaning set forth in the MAS Privacy Policy and Terms of Service.

(h) Service Order Agreement means the Software Service Order Agreement delivered by MAS to Customer which sets forth the service and fees for the current fiscal year.

(i) Usage Data means any data that MAS collects or generates during the performance of the Service, including non-confidential elements of Customer Data.

2. Service.

(a) MAS Obligations. MAS hereby agrees, subject to and during the term of this Agreement and the Privacy Policy and Terms of Service: (i) to provide the Service to Customer; (ii) to grant or procure a right for Customer to access and use the Application as a part of the Service only; (iii) to use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Service; and (iv) to notify customer promptly of any such unauthorized access to, or use of, the Service that MAS becomes aware of (provided MAS is not required to actively monitor the Customer's account access).

(b) Customer Obligations. Customer hereby agrees, as allowed by Oklahoma constitution or law, subject to and during the term of this Agreement: (i) to comply with the Privacy Policy and Terms of Service; (ii) not to reverse-engineer the Application; (iii) to use an appropriate integration method for the volume and/or nature of queries to the Service; (iv) that it is solely responsible for all of its activities and for the accuracy, integrity, legality, reliability, and appropriateness of all Customer Data; (v) to use all commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify MAS promptly of any such unauthorized use; (vi) to comply with all applicable laws in using the Service, wherever such use occurs, and not use, or require MAS to use, any Customer Data obtained via the Service for any unlawful purpose; and (vii) to accurately represent Customer's use of the Service and data obtained from the Service.

3. Service Order Agreement. The Service Order Agreement will be effective only when signed by Customer and MAS. Any modifications or changes to the Services under any executed Service Order Agreement will be effective only if and when memorialized in a mutually agreed written change order signed by both Parties.

4. Access to the Service, Attribution, and Charges.

(a) Customer Accounts. Customer must provide MAS with valid contact information prior to receiving access to the Service in compliance with the Privacy Policy and Terms of Service.

(b) Data Preparation & Configuration. Customer will ensure that: (i) Customer Data is in proper format as specified by the Documentation; and (ii) no other software, data, or equipment having an adverse impact on the Service has been introduced.

5. Availability, Maintenance, and Technical Support.

(a) Availability & Maintenance. MAS will use commercially reasonable efforts to make the Service available. Downtime for maintenance, upgrades, enhancement, or any other reason, may be scheduled at any time.

(b) Technical Support. Unless otherwise provided in the Service Order Agreement, MAS will offer technical and customer support on a first-come, first-served basis during regular business hours, Central Standard Time.

6. Third-Party Software Integration Acknowledgements, Representations, and Agreements. MAS will provide software as part of the Service that will allow the Customer to share data with third-party applications.

(a) It is understood and agreed that MAS is not responsible for the security of the data once it has been provided by the Customer to a third party using the Service.

(b) It is understood and agreed that MAS is not releasing this data to a third party. It is acknowledged and agreed that under no circumstance shall MAS be deemed to be a direct or indirect transferor of information/data to any third party. MAS is only providing software that will allow the Customer to share data with third-party applications.

(c) Customer hereby represents that it is aware of all duties, requirements and restrictions set forth under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPPA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance.

(d) Customer hereby represents that it shall perform all duties and requirements set forth under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPPA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance.

(e) Customer hereby represents that it shall refrain from performing any act restricted under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPPA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or

ordinance.

(f) Customer hereby agrees that it shall, as allowed by Oklahoma constitution or law, defend, indemnify, reimburse, and make whole in any manner, MAS for any form of damages sustained as a direct or indirect result of the Customer's failure to follow any duty, requirement, restriction or other that is mandated under The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Children's Online Privacy Protection Act (COPPA) (15 U.S.C. §§ 6501-6508), the Health Insurance Portability and Accountability Act (HIPPA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), and any other law, statute, or ordinance. This shall include any and all attorney fees, costs, expenses, expert fees, and other that MAS could incur.

(g) Customer represents that it shall obtain all necessary authorizations (including authorizations from any parent/guardian, student or other interested third person) as required by law before any information/data is transferred by it to a third party.

7. Intellectual Property Rights.

(a) MAS Intellectual Property. MAS and its third-party licensors (as appropriate) shall retain all Intellectual Property Rights in the Service and Usage Data. Except as expressly set forth herein, no MAS Intellectual Property Rights are granted to Customer.

(b) Customer Intellectual Property. Customer retains all Intellectual Property Rights in Customer Data. Customer grants MAS a license: (i) to use the Customer Data to the extent necessary for the performance of the Services; (ii) to keep an archival copy subject to the provisions of the relevant data protection regulations; and (iii) to create Usage Data by collecting non-confidential elements of Customer Data, such as dates, location codes, equipment types, carriers, and other data as determined by MAS and in conjunction with automatically generated data such as IP address, time, and frequency of access.

(c) Feedback Relating to Services. MAS shall have a perpetual, royalty-free, irrevocable, worldwide license to use and incorporate into the Services any suggestions, ideas, modification requests, feedback, or other recommendations related to the Services provided by or on behalf of Customer.

(d) Derivatives and Compilations of Usage Data. MAS shall have a perpetual, royalty-free, irrevocable, world-wide license to use, sublicense, and publish derivative works and compilations resulting from collection and analysis of Usage Data.

8. Privacy and Personal Information. (a) MAS's Privacy Policy. MAS's Privacy Policy and Terms of Service, made a part hereof, is available at <https://www.sylogist.com/privacy-policy>.

9. Term; Termination.

(a) Term. This Agreement is effective for the fiscal year set forth in the Software Service Order Agreement unless earlier terminated by either Customer or MAS.

(b) Termination Without Cause. Customer may terminate this Agreement by discontinuing use of the Service and paying any remaining charges. MAS may terminate this Agreement by discontinuing its provision of the Service to Customer, in which case Customer is not obligated to pay any remaining charges.

(c) Breach. MAS may terminate this Agreement if Customer breaches any material obligation provided hereunder, including Customer's obligations specified in Section 2(b), which breach is not cured within five (5) days of MAS's notice to Customer.

10. Confidential & Proprietary Information. For purposes of this Section, a Party receiving Confidential & Proprietary Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser."

(a) Acknowledgment. Customer hereby acknowledges that the Service (including any Documentation, source code, translations, compilations, partial copies, and derivative works used in connection with the Services) is provided using confidential and proprietary information belonging exclusively to MAS or its third-party licensor (as appropriate), and MAS hereby acknowledges that Customer Data contains confidential and proprietary information belonging exclusively to Customer or relating to its affairs (in each case, "Confidential & Proprietary Information"). Confidential & Proprietary Information does not include: (i) information already known or independently developed by Recipient outside the scope of this relationship by personnel not having access to any Confidential & Proprietary Information; (ii) information in the public domain through no wrongful act of Recipient, or (iii) information received by Recipient from a third-party who was free to disclose it.

(b) Covenant. Recipient hereby agrees that during the Term and at all times thereafter it shall not use, commercialize, or disclose such Confidential & Proprietary Information of the Discloser to any person or entity, except to its own employees and agents having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser. Recipient shall not: (i) alter or remove from any Confidential & Proprietary Information of the Discloser any proprietary legend, or (ii) decompile, disassemble, or reverse engineer the Confidential & Proprietary Information (and any information derived in violation of such covenant shall automatically be deemed Confidential & Proprietary Information owned exclusively by the Discloser). Recipient shall use at least the same degree of care in safeguarding the Confidential & Proprietary Information of the Discloser as it uses in safeguarding its own confidential information, but in any event at least reasonable care. Upon termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall, upon request by Discloser, return or destroy (as instructed by Discloser) all Confidential & Proprietary Information of Discloser in its possession or control and cease all further use thereof.

(c) Injunctive Relief. Recipient acknowledges that violation of the provisions of this Section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

11. Notices. Notices sent to either Party shall be effective when delivered in person or transmitted electronically, one (1) day after being sent by overnight courier, two (2) days after being sent by first class mail postage prepaid to a physical address provided by the Customer, or five (5) days after being sent by email from MAS to the address in the Customer account. A copy of this Agreement and notices generated in good form shall be treated as "original" documents admissible into evidence unless a document's authenticity is genuinely placed in question.

12. Survival. Termination shall have no effect on the Parties' rights or obligations under Section 8 ("Privacy and Personal Information"); Section 10 ("Confidential & Proprietary Information"), Section 13 ("Independent Contractor Status"), any payment obligations or any provision which by its nature should survive.

COMPREHENSIVE EMPLOYMENT SERVICE AGREEMENT

This Service Agreement is made this ___ day of _____, 2023, by and between Owasso Public Schools (hereafter, "School") and Oklahoma State School Boards Association Employment Services Program (hereafter, "OSSBA").

The Board of Education of the School has voted to join the OSSBA Employment Services Program for the 2023-2024 school year and agrees to pay OSSBA an administrative fee in the amount equal to \$7.00 per employee.

Payment: During the term of this Service Agreement, not more than once each month, *an amount will be deducted from the School's OSSBA Employment Services Program Account* until the total annual administrative fee is paid in full. OSSBA records indicate 575 school employees, for a total annual administrative fee of \$4,025.00.

The administrative fee will be paid in exchange for employment related services provided by OSSBA, including but not limited to:

- 1) Providing complete legal representation by an Oklahoma licensed attorney in all aspects of the unemployment claims process before the Oklahoma Employment Security Commission (hereafter "OESC");
- 2) Auditing the payment of all unemployment claims to ensure the minimum is paid and any overpayments are recovered;
- 3) Providing quarterly reports of unemployment claims and amounts paid by the OESC to Claimants on the School's behalf;
- 4) Providing prudent management of School funds deposited in the School's OSSBA Employment Services Program Account;
- 5) Providing up-to-date Legislative and Administrative Law Updates to keep the School informed of changes that affect unemployment claims and costs; and
- 6) Providing opportunities for employment training and information.

Information Access: The School will grant to OSSBA Third Party Administrator (TPA) access rights to the School's EZ Tax Express Account administered by the Oklahoma Employment Security Commission (OESC) in order for OSSBA to appropriately administer School's unemployment claims and assist with financial accounting and quarterly contribution reporting. Further, the School agrees to provide OSSBA with access to other information systems administered by the OESC if access is deemed necessary to process unemployment claims on School's behalf.

Additional Deposits: In the event that a payment or deduction from the School's OSSBA Employment Services Program Account would deplete the Account to an amount less than zero (0), the School will be required to make an additional deposit to replenish the Account prior to OSSBA making any payment to the OESC.

Withdrawal of Funds from OSSBA Employment Services Program Account: Upon signing an initial Service Agreement, the School will make an initial deposit in order to establish an OSSBA Employment Services Program Account through which the OSSBA will pay any necessary unemployment claim payments and any other necessary payments to the OESC on the School's behalf. The funds in the Account shall at all times remain School funds. Because the funds in the School's OSSBA Employment Services Program Account remain School funds, the School may withdraw any or all funds from the Account upon providing written notice to the OSSBA.

Term of Agreement: This Service Agreement will be effective for the 2023-2024 fiscal year which ends on June 30, 2024. This Service Agreement may be renewed for a subsequent fiscal year by the Board of Education of the School taking such necessary action.

Revision or termination of Agreement: Either party may revise this Service Agreement with 60 days' written notice to the other party. If either party does not fulfill what it has agreed upon in the above terms, then termination may be made within 30 days' written notice to the other party.

Signed:



Shawn Hime
OSSBA Executive Director

School Board President or Designee
Owasso Public Schools 385

04/17/2023

Date

Date

STRATEGIC GOAL SUMMARY

GOAL AREA #1

RAM ACHIEVEMENT AND ENRICHMENT OPPORTUNITIES

Objective 1: Advance student academic performance

- » *Initiative: Professional Learning Communities (PLC)*
- » *Initiative: Full-day pre-kindergarten (pre-K)*

Objective 2: Elevate college, career, and life readiness

- » *Initiative: Individual Career Academic Plan (ICAP)*

GOAL AREA #2

RAM TEAM

Objective 1: Recruit and retain the Ram Team

- » *Initiative: Recruitment and retention plan*
- » *Initiative: Employee support plan*

Objective 2: Develop the Ram Team

- » *Initiative: Professional development (PD) plan*



GOAL AREA #3
**RAM COMMUNITY
CULTURE**

Objective 1: Improve stakeholder satisfaction

- » *Initiative: Safe and nurturing environment*
- » *Initiative: Shared leadership*



GOAL AREA #4
RAM RESOURCES

Objective 1: Strengthen student programs

- » *Initiative: Student leadership, student-led clubs, and character education programs*

Objective 2: Improve and maintain district infrastructure

- » *Initiative: Facilities improvement plan*
- » *Initiative: Technology improvement plan*
- » *Initiative: Transportation improvement plan*

2023–2028

STRATEGIC PLAN



OWASSO
PUBLIC SCHOOLS

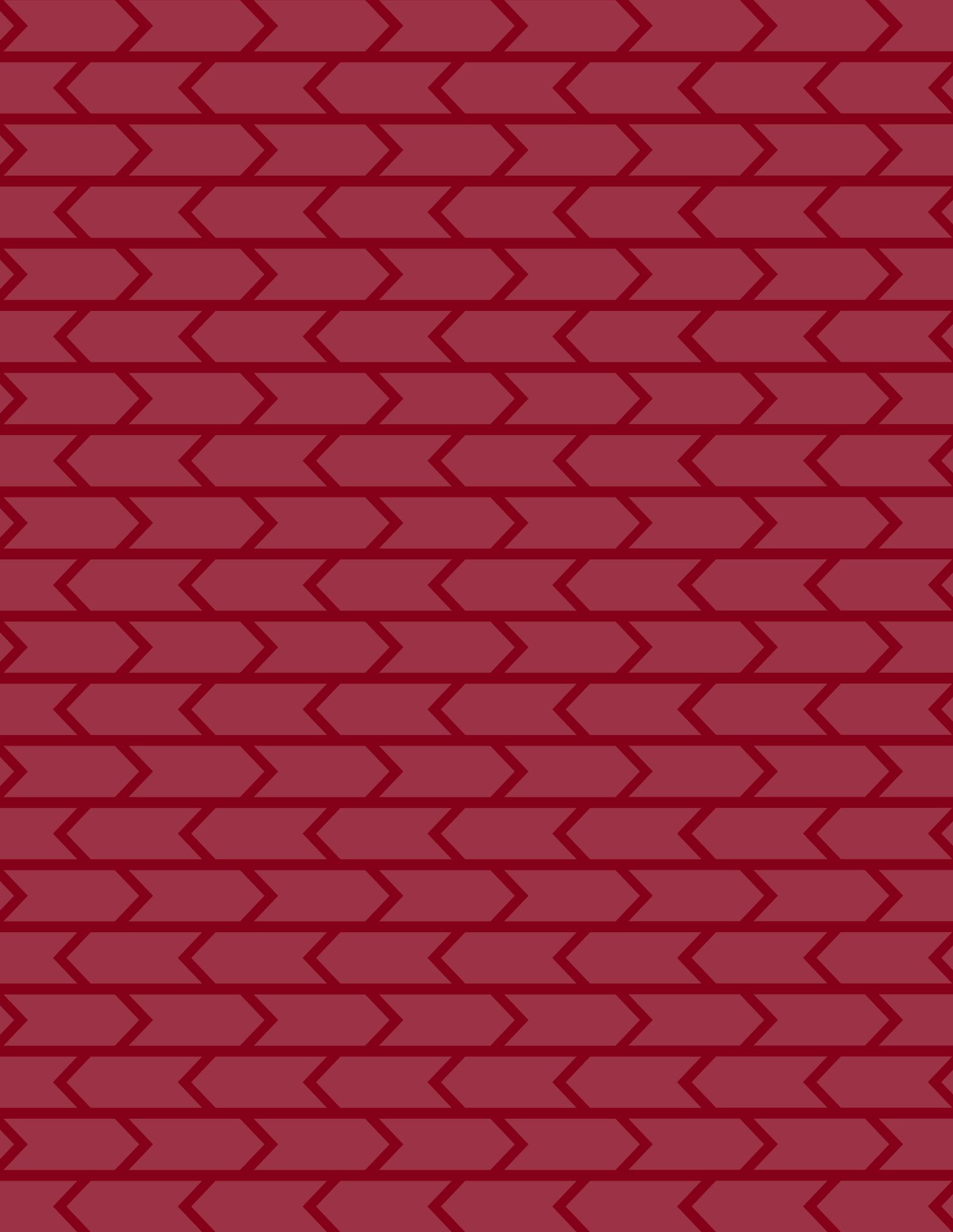


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44 Acknowledgments



Owasso parents and guardians,

As we look toward the future of our school district, we must also acknowledge the rich history and strong foundation that has brought us to where we are today. Owasso Public Schools has long been a standard of excellence in education, and our commitment to high expectations, love for our students, and preparing them for the challenges of the future has never wavered.

I am excited to announce our five-year Continuous Strategic Improvement plan, which builds upon this strong foundation and sets the stage for even greater success in the years to come. This plan is rooted in our commitment to provide the best possible education to our students and ensure they have the skills and knowledge necessary to succeed in college, career, and life.

Much of the success that our students achieve today is the result of the collaborative efforts of our stakeholders. This strategic plan is a prime example of such collaboration. It is the product of several months of hard work between members of the Board of Education, teachers, students, administrators, staff, and the Owasso community. This collaborative effort resulted in a clear articulation of our values, core beliefs, and learner expectations, which in turn helped us determine our goals and the objectives that we want to achieve over the next five years.

At Owasso Public Schools, we are committed to providing the best possible education for our students, and this five-year Continuous Strategic Improvement plan is our roadmap for achieving that goal. I am excited about the possibilities that lie ahead and am honored to be a part of this community.

As we embark on this five-year journey, I want to thank our students, staff, and community for their ongoing support of Owasso Public Schools. Together, we can ensure that our students are prepared for success in whatever path they choose.

Thank you for your continued support and partnership in this important work.

Sincerely,

Margaret M. Coates, Ed.D.
Superintendent

BOARD OF EDUCATION



**Brent
England**
President



**Forrest
Turpen**
Vice President



**Stephanie
Ruttman**
Ward 1



**Rhonda
Mills**
Ward 2



**Neal
Kessler**
Ward 3

STRATEGIC PLANNING TEAM MEMBERS



Ram Achievement and Enrichment Opportunities

- Michelle Million
- Kara Chadd
- Melissa Barnett
- Kelley Raby
- Dalton Bunch
- Mark Officer
- Tiffani Cooper
- Ashley Hearn
- Brandie Davenport



Ram Community Culture

- Danielle Petty
- Russell Vieaux
- Kirsten Dean
- Michaela Nuckels
- Zach Duffield
- Stephanie Ruttman
- George Holderman
- Erin Robinson
- Kerwin Koerner



Ram Team

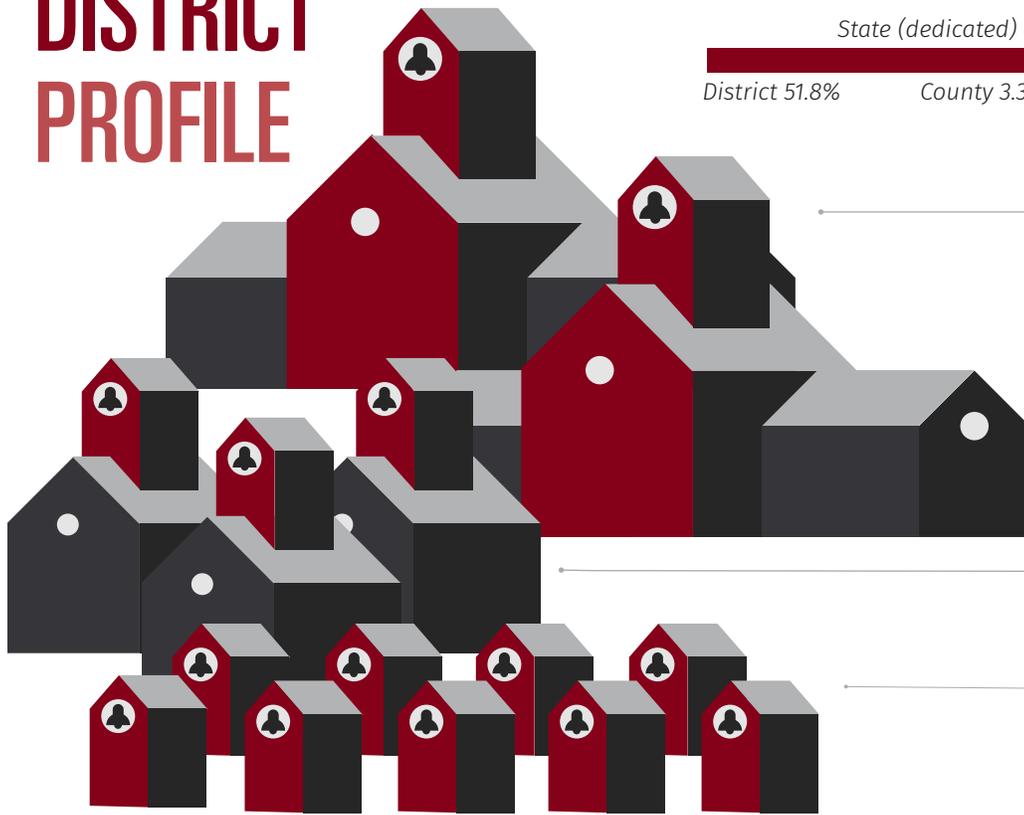
- Neal Kessler
- Rylee Zaragoza
- Matt Inouye
- Phillip Storm
- Ilia Gilestra
- Charlene Duncan
- Lisa Johnson
- John Seo
- Cary Sims



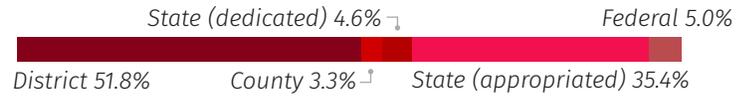
Ram Resources

- Amanda Thiessen
- Shanda Mefford
- Chris Garrett
- Stacy Eby
- Brad Yokley
- Matt Roberts
- Jordan Korphage
- Russell Thornton

DISTRICT PROFILE



District Revenues: (All Funds)



Owasso High School (9-12)
Ram Academy (9-12)

Sixth Grade Center (6)
Seventh Grade Center (7)
Eighth Grade Center (8)

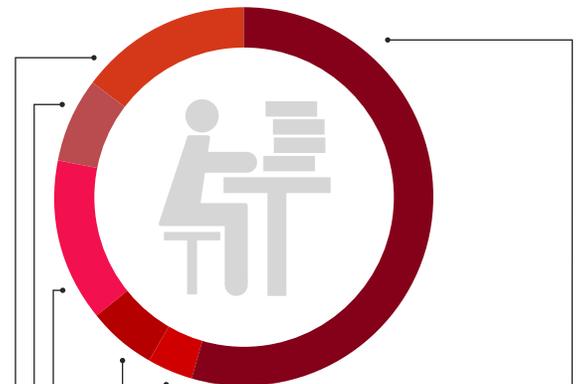
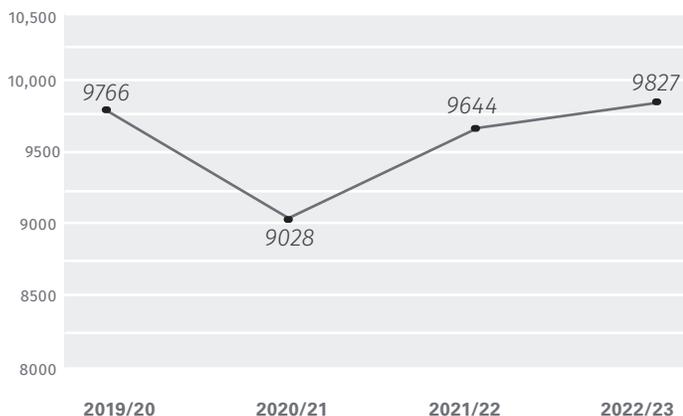
Ator Elementary (PK-5)
Bailey Elementary (PK-5)
Barnes Elementary (PK-5)
Hodson Elementary (PK-5)
Mills Elementary (PK-5)
Morrow Elementary (PK-5)
Northeast Elementary (PK-5)
Smith Elementary (PK-5)
Stone Canyon Elementary (PK-5)



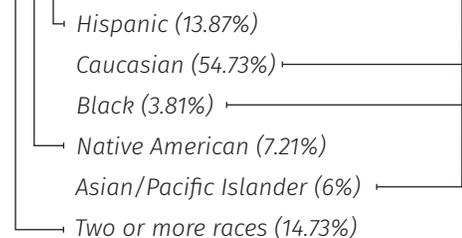
(26.1% with advanced degrees, 12.3 average years teaching experience)



Average Enrollment Trends:



Student Population:

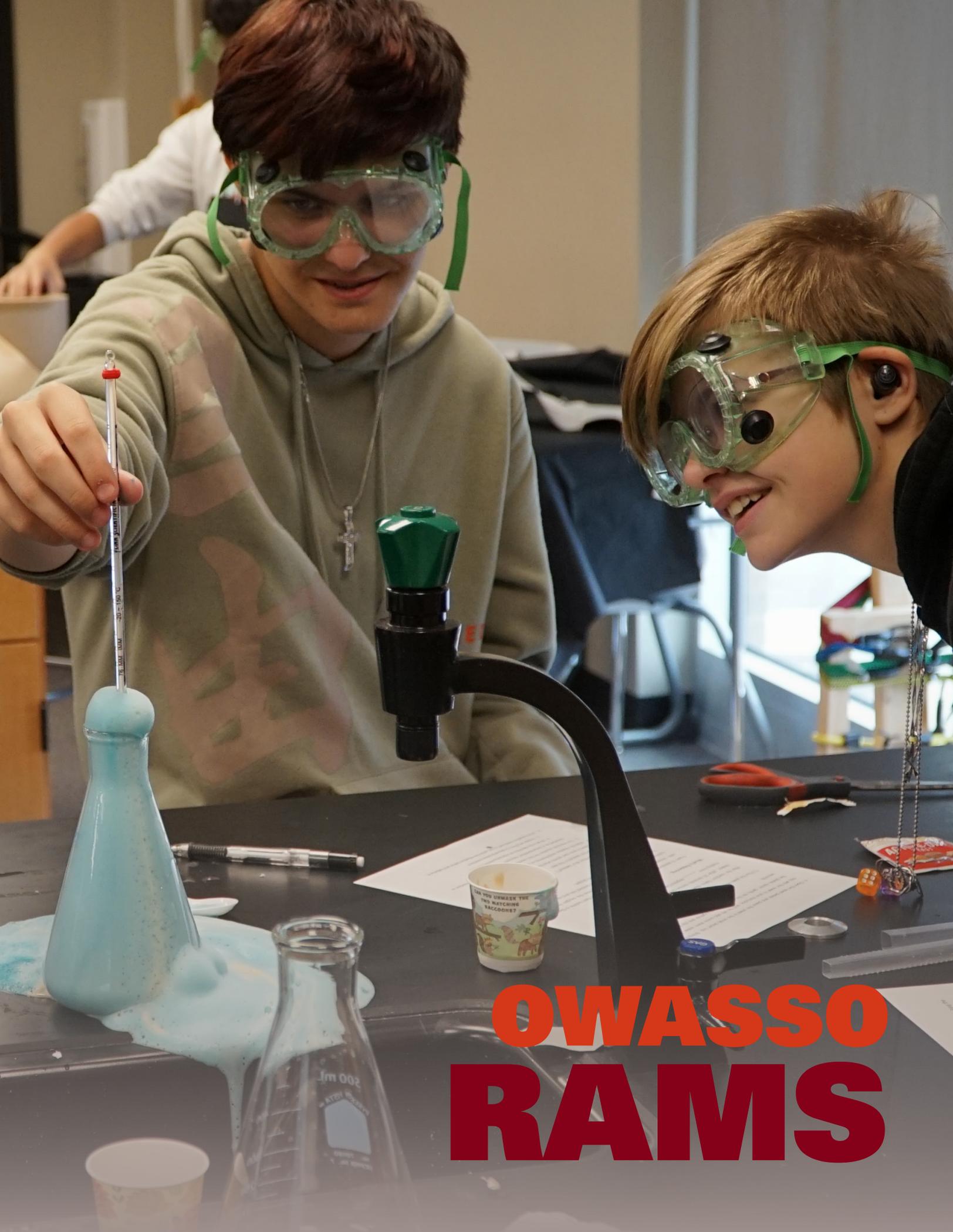


EXECUTIVE SUMMARY

The Owasso Public School District is committed to providing a safe environment that equips, educates, and empowers Owasso students on their journey toward outstanding character and success. The Owasso Public Schools' 2023-2028 Strategic Plan is recognized as a blueprint of district transformation and change. Throughout the 2022-2023 school year the district engaged in a transparent process to develop a five-year comprehensive plan that is stakeholder and data driven. The plan emphasizes Ram achievement and enrichment by engaging in initiatives that will advance student academic performance and elevate college, career, and life readiness for all students. This will be accomplished by a commitment to continuing on the journey to implement high-functioning Professional Learning Communities, investigating full-day pre-kindergarten programs, and enhancing work with students in the development of Individual Career Academic Plans (ICAP) prior to graduation. Important to the success of students is the recruitment, retention, and development of the Ram Team. The plan includes a recruitment plan, retention plan, professional development plan, and a support plan for employees. Resources are necessary to maximize the potential of an organization. The importance of different types of Ram Resources is

acknowledged in the plan by strengthening student programs and improving and maintaining district infrastructure through the development of a facilities improvement plan, technology plan, and transportation improvement plan. Finally, the plan addresses the Ram community culture. Positive and healthy school cultures are the foundations of high-quality learning environments and create the conditions for effective teaching and learning to occur. The goal to improve stakeholder satisfaction will be accomplished through initiatives addressing a safe and nurturing environment and increasing opportunities for shared leadership. This plan is the framework through which the district supports the development of each child to his/her potential. It will serve as the foundation for each school in the district to develop annual plans which are designed to support the implementation of the district's five-year strategic plan. The initiatives and action steps will be continually monitored and the Board of Education will be regularly updated as to the progress of the plan. This strategic plan sets the expectation that each student, regardless of ethnicity, language, ability, or income level can achieve high standards of learning. Strategies are included to ensure students will meet or exceed standards, graduate on time, and be college and career ready.

THIS STRATEGIC PLAN SETS THE EXPECTATION THAT EACH STUDENT, REGARDLESS OF ETHNICITY, LANGUAGE, DISABILITY, OR INCOME LEVEL, CAN ACHIEVE HIGH STANDARDS OF LEARNING.



**OWASSO
RAMS**

TIMELINE OF PLANNING PROCESS

PHASE I ENGAGE

PHASE II PLAN

“Who are we?” *District’s learner expectations, core beliefs, and core values*

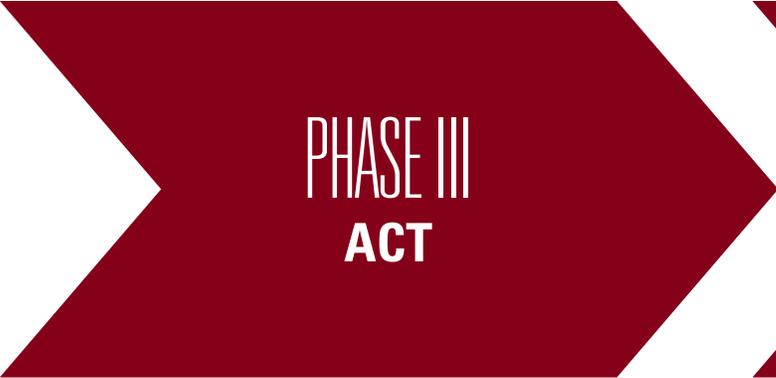
The purpose of this phase is critical to the fidelity and sustainability of public education. Phase I gained stakeholder input in determining the community’s educational objectives. This process included community forums to engage stakeholders in reflective dialogue about the purpose and process of education in a local context. The community survey offered a second opportunity for stakeholders to provide input and ideas. Data collected from these surveys were analyzed to reflect the community’s Learner Expectations, Core Beliefs, and Core Values, which were used throughout the strategic planning process. Goal areas and performance objectives developed in Phase II were aligned to them.

- **August 1st–September 18th, 2022**
Community Stakeholder Survey
- **September 26th–October 12th, 2022**
Climate Teacher Survey
Climate Parent Survey
Climate Student Survey (6–12)
- **August 30th, 2022**
Community Forums–Education Service Center (ESC) Boardroom
Tulsa Tech Poplar Room
- **August 31st, 2022**
Community Forums–ESC Boardroom
Owasso High School
Tulsa Tech Poplar Room
- **September 1st, 2022**
Administrators’ Update–ESC Boardroom

“Where are we now?” *Goal areas and performance objectives*

In this phase, the Planning Team, composed of school and community members selected by the District Leadership Team, engaged in a collaborative inquiry process to implement change. Team members were representative of the demographics of the district, with 75% of the membership comprised of district leaders, school administrators, and teachers. The other 25% were students, parents, community members, and two school board members who followed the process and served as liaisons to the local board of education. The Planning Team examined and analyzed a variety of district data types and sources. At the end of the second day of planning, based on the data analysis, goal areas were decided, along with performance objectives for each goal area.

- **November 1st, 2022**
Administrators’ Update–ESC Boardroom
- **November 14th, 2022**
Data Analysis and Planning–ESC Boardroom
- **November 15th, 2022**
Data Analysis and Planning–ESC Boardroom
- **January 12th, 2023**
Administrators’ Update–ESC Boardroom



PHASE III ACT

**“Where do we want to go?”
and “How will we know when we
get there?”** *SMART performance measures,
initiatives for each performance objective, action steps
for each initiative, timeline of initiatives*

All members of the Planning Team returned for this phase. Their first task was to make certain the goal areas and performance objectives were aligned to the community’s Learner Expectations, Core Beliefs, and Core Values. After two days, the team developed action steps as well as performance measures that were specific, measurable, attainable, results oriented, and time-bound (SMART). On the third day, the Action Team developed a timeline for the five-year plan, being sure to avoid placing too many initiatives in any one year to avoid overloading any reasonable person and to avoid creating a burden on the budget.

- **February 27th, 2023**
*SMART Goals and Action Step
Development—ESC Boardroom*
- **February 28th, 2023**
*SMART Goals and Action Step
Development—ESC Boardroom*
- **March 20th, 2023**
Administrators’ Update—ESC Boardroom
- **March 23rd, 2023**
Timeline Development—ESC Boardroom



PHASE IV ACHIEVE

“How do we plan to get there?”
*Training of a site leadership team from each
school site in the district to develop a site-level year-
one plan*

The district needs to be held accountable to achieve the goals set forth by this process. This phase works with a leadership team, engaged from each school site to instruct them in the process of examining the district’s strategic plan and determining how each of their sites will address the plan. Using their individual school data, each school site develops a year-one plan, which will support the implementation of the district’s strategic plan. An accountability flow chart is developed and shared.

- **May 8th, 2023**
Board Approval
- **May 23rd, 2023**
Year One Plan Development

COMMUNITY ENGAGEMENT REPORT

The district's Learner Expectations, Core Beliefs, and Core Values were developed from the community responses to the online survey and to the focus questions asked at the community forums. All responses were compiled and then analyzed to represent one of these areas. As the strategic planning committees worked through the various stages of developing goals, objectives, initiatives, and action steps, they paused at each level of work to check their decisions against what the community had expressed. Alignment to these expectations, beliefs, and values are noted in the rationale statements for each objective.



**Learner
Expectations**

Owasso Public Schools expects the graduates of 2032 to possess...

- Effective communication skills
- Critical thinking skills
- Organization, goal setting, time management skills
- Collaboration skills
- Mastery of core content
- Conflict resolution skills
- Financial skills
- Technology skills
- Life skills

These expectations combined with opportunities to locate and use information will prepare students to become productive citizens.

**Core
Beliefs**

Owasso Public Schools believes that, to realize their expectations for graduates, teaching and learning should provide...

- Relevant content
- Creativity and innovation experiences
- Basic skills
- College and career readiness
- Attention to student strengths and weaknesses
- Collaboration opportunities
- Counseling
- Enrichment
- Opportunities to locate, evaluate, and use information
- Community service opportunities

Classroom teaching and learning paired with family support, opportunities for student leadership and use of technology will provide future success for Owasso students.

**Core
Values**

In order to ensure quality teaching and learning, Owasso Public Schools values...

- Quality teachers
- A respectful and nurturing environment
- Class size
- Quality programs
- Up-to-date technology
- Safe and efficient environment
- Parental involvement and support
- Competitive salaries
- Strong leadership
- Innovative teaching

By upholding these values, Owasso Public Schools will create an environment that supports students' health, provides adequate financial support, and leverages school and community connections.

STRATEGIC GOAL SUMMARY

GOAL AREA #1

RAM ACHIEVEMENT AND ENRICHMENT OPPORTUNITIES

Objective 1: Advance student academic performance

- » *Initiative: Professional Learning Communities (PLC)*
- » *Initiative: Full-day pre-kindergarten (pre-K)*

Objective 2: Elevate college, career, and life readiness

- » *Initiative: Individual Career Academic Plan (ICAP)*

GOAL AREA #2

RAM TEAM

Objective 1: Recruit and retain the Ram Team

- » *Initiative: Recruitment and retention plan*
- » *Initiative: Employee support plan*

Objective 2: Develop the Ram Team

- » *Initiative: Professional development (PD) plan*



GOAL AREA #3
**RAM COMMUNITY
CULTURE**

Objective 1: Improve stakeholder satisfaction

- » *Initiative: Safe and nurturing environment*
- » *Initiative: Shared leadership*



GOAL AREA #4
RAM RESOURCES

Objective 1: Strengthen student programs

- » *Initiative: Student leadership, student-led clubs, and character education programs*

Objective 2: Improve and maintain district infrastructure

- » *Initiative: Facilities improvement plan*
- » *Initiative: Technology improvement plan*
- » *Initiative: Transportation improvement plan*





GOAL AREA #1

RAM ACHIEVEMENT AND ENRICHMENT OPPORTUNITIES

Objective 1: Advance student academic performance

- » *Initiative: Professional Learning Communities (PLC)*
- » *Initiative: Full-day pre-kindergarten (pre-K)*

Objective 2: Elevate college, career, and life readiness

- » *Initiative: Individual Career Academic Plan (ICAP)*

GOAL AREA #1

RAM ACHIEVEMENT AND ENRICHMENT OPPORTUNITIES

OBJECTIVE 1 Advance student academic performance

RATIONALE

If we advance student academic performance, we honor our community's values, beliefs, and expectations because our community values attention to student strengths and weaknesses.

INITIATIVE 1

Professional Learning Communities (PLC)

ACTION STEPS

TIMELINE

Provide professional development for high-functioning Professional Learning Communities.	Ongoing
Continue to include Collaboration Days within the school schedule to allow for concentrated extended blocks of collaboration time.	Ongoing
Explore the possibility of late start or early release model for weekly built-in collaboration time for higher-quality Professional Learning Communities.	2024–25
Continually review and revise district and site processes to support quality PLCs.	Ongoing
Identify and align essential skills/standards.	Ongoing
Review and calibrate common formative assessments.	Ongoing
Ensure site implementation of PLC processes.	Ongoing
Ensure alignment of Response to Intervention practices (RTI) to impact student learning cycles.	Ongoing
Assess, monitor, and adjust practices to support student learning, utilizing district screeners, common formative assessments, and other student learning tools.	Ongoing

GOAL AREA #1

RAM ACHIEVEMENT AND ENRICHMENT OPPORTUNITIES

OBJECTIVE 1 Advance student academic performance

RATIONALE

If we advance student academic performance, we honor our community's values, beliefs, and expectations because our community values attention to student strengths and weaknesses.

INITIATIVE 2

*Full-day
pre-kindergarten
(pre-K)*

ACTION STEPS

TIMELINE

Determine what capital improvements are needed to implement a full-day pre-K program.

2023-24

Communicate the vision for full-day pre-K and the data that supports the vision with stakeholders.

2024-25

Develop a financial plan to make necessary capital improvements.

2024-25

Communicate the developed financial plan and request support through bond funding.

2025-26

GOAL AREA #1

RAM ACHIEVEMENT AND ENRICHMENT OPPORTUNITIES

OBJECTIVE 2 Elevate college, career, and life readiness

RATIONALE

If we increase participation in college and career pathways, we honor our community's values, beliefs, and expectations because our community believes students should be college and career ready.

INITIATIVE 1

Individual Career Academic Plan (ICAP)

ACTION STEPS

TIMELINE

Disseminate ICAP information to all stakeholders.

Ongoing

Expand and enhance college and career awareness activities in pre-kindergarten–5th grades. Activities might include:

- Guest speakers
- Field trips (JA Biztown, Discovery Lab, Tulsa Zoo, etc.)
- Career exploration activities

Ongoing

Develop and enhance college and career awareness activities in 6th–12th grades. Activities might include:

- Career fairs
- Field trips
- Mock interviews, resume building
- Life skills readiness conferences
- Administer/review career interest survey
- Career exploration activities
- Embed ACT preparedness (high school)

Ongoing

Develop and implement life readiness rubric/activities. Activities will focus on developing/enhancing the following skills:

- Communication
- Leadership
- Conflict resolution
- Critical thinking
- Technology
- Time management
- Personal financial literacy (high school only)

2024–25

Develop and enhance partnerships in the community to increase job shadowing/internship opportunities.

Ongoing

GOAL AREA #1

TIMELINE OF PROJECTED BENCHMARK PERFORMANCE MEASURES

RAM ACHIEVEMENT AND ENRICHMENT OPPORTUNITIES

OBJECTIVES	PERFORMANCE MEASURES	BASELINE	23-24	24-25	25-26	26-27	27-28
Advance student academic performance (Math)	Each year, the percentage of 3rd grade students scoring at or above proficient on the Oklahoma State Testing Program (OSTP) math exam will be 25% above the state average.	54%	25% Above State Average				
	Each year, the percentage of 4th grade students scoring at or above proficient on the OSTP math exam will be 25% above the state average.	43%	25% Above State Average				
	Each year, the percentage of 5th grade students scoring at or above proficient on the OSTP math exam will be 25% above the state average.	32%	25% Above State Average				
	Each year, the percentage of 6th grade students scoring at or above proficient on the OSTP math exam will be 25% above the state average.	48%	25% Above State Average				
	Each year, the percentage of 7th grade students scoring at or above proficient on the OSTP math exam will be 25% above the state average.	46%	25% Above State Average				
	Each year, the percentage of 8th grade students scoring at or above proficient on the OSTP math exam will be 25% above the state average.	27%	25% Above State Average				
Advance student academic performance (ELA)	Each year, the percentage of 3rd grade students scoring at or above proficient on the OSTP English language arts (ELA) exam will be 25% above the state average.	45%	25% Above State Average				
	Each year, the percentage of 4th grade students scoring at or above proficient on the OSTP ELA exam will be 25% above the state average.	29%	25% Above State Average				
	Each year, the percentage of 5th grade students scoring at or above proficient on the OSTP ELA exam will be 25% above the state average.	34%	25% Above State Average				
	Each year, the percentage of 6th grade students scoring at or above proficient on the OSTP ELA exam will be 25% above the state average.	37%	25% Above State Average				

OBJECTIVES

	PERFORMANCE MEASURES	BASELINE	23-24	24-25	25-26	26-27	27-28
Advance student academic performance (ELA)	Each year, the percentage of 7th grade students scoring at or above proficient on the OSTP ELA exam will be 25% above the state average.	33%	25% Above State Average				
	Each year, the percentage of 8th grade students scoring at or above proficient on the OSTP ELA exam will be 25% above the state average.	31%	25% Above State Average				
Advance student academic performance	Each year, the percentage of 5th grade students scoring at or above proficient on the OSTP science exam will be 25% above the state average.	46%	25% Above State Average				
	Each year, the percentage of 8th grade students scoring at or above proficient on the OSTP science exam will be 25% above the state average.	47%	25% Above State Average				
	Each year, the percentage of juniors who meet the College Readiness Benchmark (CRB) in ELA will be 25% above the state average according to the ACT profile report.	55%	25% Above State Average				
	Each year, the percentage of juniors who meet the CRB in math will be 25% above the state average according to the ACT profile report.	30%	25% Above State Average				
	Each year, the percentage of juniors who meet the CRB in reading will be 25% above the state average according to the ACT profile report.	43%	25% Above State Average				
	Each year, the percentage of juniors who meet CRB in science will be 25% above the state average according to the ACT profile report.	32%	25% Above State Average				
	Each year, the average English ACT score will be a minimum of 10% above the state average.	18.8	10% Above State Average				
	Each year, the average reading ACT score will be a minimum of 10% above the state average.	20.9	10% Above State Average				
	Each year, the average math ACT score will be a minimum of 10% above the state average.	18.9	10% Above State Average				
Each year, the average science ACT score will be a minimum of 10% above the state average.	19.9	10% Above State Average					

OBJECTIVES

	PERFORMANCE MEASURES	BASELINE	23-24	24-25	25-26	26-27	27-28
<i>Advance student academic performance</i>	<i>By 2028, Owasso Public Schools will offer a full-day pre-kindergarten program.</i>	TBD	TBD	TBD	TBD	TBD	100%
	<i>By 2028, 71.9% of respondents will agree/strongly agree that our schools are meeting the academic needs of all students according to the community stakeholder survey.</i>	66.09%	67.09%	68.09%	69.09%	70.90%	71.90%
<i>Elevate college, career, and life readiness</i>	<i>By 2028, 73% of respondents will agree/strongly agree that our schools are graduating students who are prepared for higher education or the workforce according to the community stakeholder survey.</i>	68.91%	69.91%	70.91%	71.91%	72.91%	73.91%
	<i>By 2028, 22% of juniors and seniors will be enrolled in career tech programs according to enrollment data.</i>	17%	18%	19%	20%	21%	22%
	<i>By 2028, 27.8% of high school students will be enrolled in at least one concurrent course according to enrollment data.</i>	22.8%	23.8%	24.8%	25.8%	26.8%	27.8%
	<i>By 2028, 12% of juniors and seniors will participate in student internships according to enrollment data.</i>	7%	8%	9%	10%	11%	12%



GOAL AREA #2

RAM TEAM

Objective 1: Recruit and retain the Ram Team

- » Initiative: Recruitment and retention plan
- » Initiative: Employee support plan

Objective 2: Develop the Ram Team

- » Initiative: Professional development (PD) plan

GOAL AREA #2

RAM TEAM

OBJECTIVE 1

Recruit and retain the Ram Team

RATIONALE

If we recruit and retain the Ram Team, we honor our community's values, beliefs, and expectations because our community values creative, innovative experiences and quality teachers.

INITIATIVE 1

Recruitment and retention plan

ACTION STEPS

TIMELINE

Conduct job fairs within the district.

2023–24

Attend job fairs within Oklahoma to represent Owasso Schools and recruit quality staff.

2023–24

Continue to develop the career webpage that contains the following:

- Welcome
- Description of our culture
- Description of our identity
- Description of our expectations
- Updated list of vacancies
- Link to application

Ongoing

Continue the employee referral program.

Ongoing

Launch the Supplemental Program and Activities for Ram Kids (SPARK).

2023–24

Share analysis with administrators and Owasso Education Association (OWEA) for feedback to prepare a recommended compensation plan to the Board of Education.

2023–24

Make a compensation plan recommendation to the Board of Education.

2023–24

Create a communication plan for current staff to fully understand total compensation breakdown.

2023–24

Analyze stay and exit interview/survey data, paying specific attention to teacher prep and collaboration time.

Ongoing

Based on data analysis, determine action steps to address staff retention needs.

Ongoing

Continue to develop substitute teacher pool and monitor unfilled positions to assure there will be a daily average of 10% or less unfilled positions.

Ongoing

GOAL AREA #2

RAM TEAM

OBJECTIVE 1

Recruit and retain the Ram Team

RATIONALE

If we recruit and retain the Ram Team, we honor our community's values, beliefs and expectations because our community values creative, innovative experiences and quality teachers.

INITIATIVE 2

Employee support plan

ACTION STEPS

TIMELINE

Review and improve current teacher support programs (mentor, buddy teachers, etc.).

Ongoing

Continue partnership with CREOKS (Creek, Okfuskee, Okmulgee County) and Grand Mental Health to support student mental health.

Ongoing

Investigate the opportunity to use Elementary and Secondary School Emergency Relief (ESSR) funding to employ behavior health aides for all sites. Consideration will be given to counselors and aides performing the following duties:

2023–24

- Create student behavior plans that include supporting emotional regulation, self-control, and grit
- Implement evidence-based behavioral interventions

Explore the possibility of piloting a therapy dog program at one or more elementary school.

2023–24

Provide professional development for all administrators to address proactive interventions for behavior.

2023–24

Maintain annual CPI (Crisis Prevention Institute) training for staff who work directly with students who struggle.

2023–24

Continue the Supplemental Program and Activities for Ram Kids (SPARK).

Ongoing

Explore the possibility of hiring an additional school counselor/teacher on special assignment to address student mental health nourishment.

2024–25

Analyze climate survey to determine additional employee support needs.

2025–26

Based on survey results, develop action steps to meet needs.

2025–26

GOAL AREA #2

RAM TEAM

OBJECTIVE 2 Develop the Ram Team

RATIONALE

If we develop the Ram Team, we honor our community's values, beliefs, and expectations because our community values quality teachers and innovative instruction.

INITIATIVE 1

Professional development (PD) plan

ACTION STEPS

TIMELINE

Annually survey staff to determine professional development needs (short-term and long-term).

2023–24

Based on survey results, develop a short-term and long-term PD plan.

2023–24

Include in the PD plan annual instruction for all teaching staff in:

- Trauma-informed instruction
- Authentic instructional technology
- Differentiated instruction

2024–25

Implement districtwide professional development on identified areas of needs for certified and non-certified staff based on survey results.

2025–26

GOAL AREA #2

RAM TEAM

TIMELINE OF PROJECTED BENCHMARK PERFORMANCE MEASURES

OBJECTIVES	PERFORMANCE MEASURES	BASELINE	23-24	24-25	25-26	26-27	27-28
Recruit and retain the Ram Team	By 2028, there will be an average of 10% or less daily unfilled teacher absences (substitutes) according to the human resources (HR) report.	23.38% (through March 2, 2023)	20.035%	16.69%	14.3%	12%	10%
	By 2028, there will be no more than a 12% attrition rate for FY 2028 according to staff demographics data.	18.59%	17%	15.5%	14%	13%	12%
	By 2028, 90% of teacher respondents will agree or strongly agree the school schedule allows adequate time for teacher collaboration according to the teacher climate survey.	75.22%	TBD	TBD	TBD	TBD	90%
	By 2028, 80% of teacher respondents will agree or strongly agree the school schedule allows adequate time for teacher preparation and planning according to the teacher climate survey.	61.95%	TBD	TBD	TBD	TBD	80%
	By 2028, OPS will attend TBD job fairs annually.	2	3	TBD	TBD	TBD	TBD
	By 2028, 100% of sites will provide a new teacher induction or mentoring program according to programs data.	43%	50%	65%	80%	90%	100%
	By 2028, the student-to-school counselor ratio will be 411-to-1 based on enrollment data.	426.5 to 1	426.5 to 1	426.5 to 1	421.5 to 1	418.5 to 1	411 TO 1

GOAL AREA #2

RAM TEAM

TIMELINE OF PROJECTED BENCHMARK PERFORMANCE MEASURES

OBJECTIVES	PERFORMANCE MEASURES	BASELINE	23-24	24-25	25-26	26-27	27-28
Develop the Ram Team	By 2028, the district will provide professional development (PD) on trauma-informed training to all employees upon hire who serve students directly and lead those who serve students directly according to programs data.	14.28%	14.29%	100%	100%	100%	100%
	By 2028, 100% of sites will have teacher support programs according to programs data.	71%	TBD	TBD	TBD	TBD	100%
	By 2028, 100% of teachers will participate in differentiated instruction professional development according to district professional development data.	0%	TBD	TBD	TBD	TBD	100%
	By 2028, no more than 20% of students will respond that students at this school are bullied according to the student climate survey.	40%	36%	32%	28%	24%	20%





GOAL AREA #3

RAM COMMUNITY AND CULTURE

Objective 1: Improve stakeholder satisfaction

- » Initiative: Safe and nurturing environment
- » Initiative: Shared leadership

GOAL AREA #3

RAM COMMUNITY AND CULTURE

OBJECTIVE 1 Improve stakeholder satisfaction

RATIONALE

By improving stakeholder satisfaction, we honor our community's beliefs, values, and expectations because our community values a respectful and nurturing environment.

INITIATIVE 1

Safe and nurturing environment

ACTION STEPS

TIMELINE

Evaluate the need for district security guards and/or additional school resource officers (SROs).

2023–24

Take recommended steps to implement security guards at school sites.

2023–24

Assess student enrollment and full-time employees (FTEs) annually to determine needs in order to maintain optimum student-to-teacher ratio for the purpose of fostering positive and meaningful teacher/student relationships.

2023–24

Annually review risk vulnerability assessments and implement recommendations as needed.

2023–24

Research (pre-kindergarten–12th grade) positive behavior interventions and supports programs. Consideration may be given to:

- Great Expectations
- Leader in Me
- The Right Stuff
- Positive Referrals
- Other

2023–24

Evaluate Report and Stop Bullying Program to determine effectiveness. Consideration may be given to:

- How often do students use the tool?
- Was the situation resolved?
- Do students know about the program?
- What kind of follow up/check in procedures are in place for victims of bullying?
- What kind of follow up/check in procedures are in place for the student accused of bullying?

2023–24

Provide professional development in trauma-informed teaching.

2023–24

INITIATIVE 1
Safe and nurturing environment

ACTION STEPS	TIMELINE
Assess current responsibilities of school counselors to determine best use of time.	2023–24
Realign school counselor duties to include responsibilities such as: <ul style="list-style-type: none"> • Visiting classrooms • Small group supports • Professional development 	2024–25
Select and implement positive behavior interventions and supports program at each site.	2024–25
Identify and implement ways to enhance Report and Stop Bullying Program.	2024–25
Based on realignment of school counselor responsibilities, evaluate the need to add counselors, school psychologists, and behavior interventionists.	2025–26
Expand Peer Mentor/Unified Partner Program districtwide.	2025–26

GOAL AREA #3

RAM COMMUNITY AND CULTURE

OBJECTIVE 1 Improve stakeholder satisfaction

RATIONALE

By improving stakeholder satisfaction, we honor our community's beliefs, values, and expectations because our community values a respectful and nurturing environment.

INITIATIVE 2

Shared leadership

ACTION STEPS

TIMELINE

Enhance the existing partnerships between school, chamber, and city.

Ongoing

Increase involvement with student leadership teams.

Ongoing

Continue to promote the mentor/buddy program.

Ongoing

Continue advisory councils:

- Superintendent
- Student
- Teacher
- Support

Ongoing

Report progress of the Continuous Strategic Improvement plan on a regular basis.

Ongoing

Continue to provide shared leadership opportunities through participation in district committees.

Ongoing

Provide professional development days in which staff and community share their expertise and best practices.

Ongoing

Continue district collaboration days.

Ongoing

GOAL AREA #3

TIMELINE OF PROJECTED BENCHMARK PERFORMANCE MEASURES

RAM COMMUNITY AND CULTURE

OBJECTIVES	PERFORMANCE MEASURES	BASELINE	23-24	24-25	25-26	26-27	27-28
Improve stakeholder satisfaction	By 2028, 75% of students surveyed will agree/strongly agree that they work out disagreements with other students according to the student climate survey.	44.24%	50.39%	56.54%	62.7%	68.84%	75%
	By 2028, 90% of students surveyed will agree/strongly agree they feel safe in classes according to the student climate survey.	75.65%	78.52%	81.39%	84.26%	87.13%	90%
	By 2028, 65% of students surveyed will agree/strongly agree students in their school are well-behaved according to the student climate survey.	39.59%	44.67%		54.83%	59.91%	65%
	By 2028, no more than 20% of students surveyed will agree/strongly agree that students at the school are often bullied according to the student climate survey.	49.1%	43.28%	37.46%	31.64%	25.82%	20%
	By 2028, 80% of students surveyed will agree/strongly agree students in their school treat each other well according to the student climate survey.	55.98%	60.78%	65.59%	70.39%	75.2%	80%
	By 2028, 70% of students surveyed will agree/strongly agree that students enjoy being in school according to the student climate survey.	43.22%	48.58%	53.93%	59.29%	64.64%	70%
	By 2028, 90% of students surveyed will agree/strongly agree that teachers really care about them according to the student climate survey.	73.56%	76.85%	80.14%	83.42%	86.71%	90%
	By 2028, 80% of students surveyed will agree/strongly agree that teachers notice when students are doing a good job and let them know they are pleased with them according to the student climate survey.	57.47%	61.98%	66.49%	71%	75.51%	80%
	By 2028, 80% of students surveyed will agree/strongly agree that students care about each other according to the student climate survey.	54.84%	59.88%	64.91%	69.94%	74.97%	80%
	By 2028, 80% of students surveyed will agree/strongly agree they feel adults in the school apply the same rules to all students equally according to the student climate survey.	58.45%	62.76%	67.07%	71.38%	75.69%	80%

GOAL AREA #3

TIMELINE OF PROJECTED BENCHMARK PERFORMANCE MEASURES

RAM COMMUNITY AND CULTURE

OBJECTIVES	PERFORMANCE MEASURES	BASELINE	23-24	24-25	25-26	26-27	27-28
Improve stakeholder satisfaction	By 2028, 80% of students surveyed will agree/strongly agree they feel safe in hallways and bathrooms according to the student climate survey.	55.72%	60.58%	65.44%	70.3%	75.16%	80%
	By 2028, 75% of students surveyed will agree/strongly agree that they help decide what goes on in their school according to the student climate survey.	45.7%	51.56%	57.42%	63.28%	69.14%	75%
	By 2028, 70% of students surveyed will agree/strongly agree that teachers and other adults here listen to students' ideas about the school according to the student climate survey.	57.28%	59.82%	62.37%	64.91%	67.46%	70%
	By 2028, 95% of parents surveyed will agree/strongly agree that teachers talk with students about ways to understand/control emotions according to the student climate survey.	72.45%	76.96%	81.47%	85.98%	90.49%	95%
	By 2028, 95% of parents surveyed will agree/strongly agree the school teaches ways to resolve disagreements so that everyone can be satisfied according to the parent climate survey.	71.95%	76.56%	81.17%	85.78%	90.39%	95%
	By 2028, no more than 25% of parents surveyed will agree/strongly agree it is common for students to tease and insult one another at school according to the parent climate survey.	45.62%	41.49%	37.37%	33.25%	29.12%	25%
	By 2028, 73% of parents surveyed will agree/strongly agree that school staff have a positive impact on student behavior according to the parent climate survey.	63.76%	65.61%	67.46%	69.31%	71.16%	73%
	By 2028, 80% of parents surveyed will agree/strongly agree that they have an opportunity to give input regarding important school decisions according to the parent climate survey.	69.77%	71.82%	73.86%	75.91%	77.95%	80%
	By 2028, no more than 20% of teachers surveyed will agree/strongly agree they spend too much of their teaching time on disciplining students according to the teacher climate survey.	39.77%	35.82%	31.86%	27.91%	23.95%	20%

GOAL AREA #3

TIMELINE OF PROJECTED BENCHMARK PERFORMANCE MEASURES

RAM COMMUNITY AND CULTURE

OBJECTIVES	PERFORMANCE MEASURES	BASELINE	23-24	24-25	25-26	26-27	27-28
Improve stakeholder satisfaction	By 2028, no more than 20% of teachers surveyed will agree/strongly agree at this school it is common for students to tease and insult one another according to the teacher climate survey.	28.7%	26.96%	25.22%	23.48%	21.74%	20%
	By 2028, 50% of teachers surveyed will agree/strongly agree that they spend a great deal of time dealing with students' social and emotional challenges according to the teacher climate survey.	66.26%	63.01%	59.76%	56.51%	53.26%	50%
	By 2028, 90% of teachers surveyed will agree or strongly agree that school administration involves teachers in decision making and problem solving according to the teacher climate survey.	76.21%	78.9%	81.73%	84.48%	87.24%	90%
	By 2028, no more than 40% of support staff surveyed will agree/strongly agree that they spend a great deal of time dealing with students' social and emotional challenges according to the support staff climate survey.	59.4%	55.52	51.64%	47.76%	43.88%	40%
	By 2028, 90% of support staff surveyed will agree/strongly agree that school administrators involve employees in decision making and problem solving according to the support staff climate survey.	77.78%	80.22%	82.67%	85.11%	87.56%	90%



GOAL AREA #4

RAM RESOURCES

Objective 1: Strengthen student programs

- » *Initiative: Student leadership, student-led clubs, and character education programs*

Objective 2: Improve and maintain district infrastructure

- » *Initiative: Facilities improvement plan*
- » *Initiative: Technology improvement plan*
- » *Initiative: Transportation improvement plan*

GOAL AREA #4

RAM RESOURCES

OBJECTIVE 1 Strengthen student programs

RATIONALE

If we strengthen student programs, we honor our community's values, beliefs, and expectations because our community values quality programs.

INITIATIVE 1

Student leadership, student-led clubs, and character education programs

ACTION STEPS

TIMELINE

Form a district-level leadership advisory team consisting of representatives from central office, elementary and secondary teachers, administrators, and students to ensure consistency of opportunities districtwide.

2023–24

Identify existing student clubs and programs that contribute to the development of leadership skills and character education/life skills.

2023–24

Determine goals and objectives for leadership programs, character education, and life skills.

2023–24

Examine current student clubs and programs at each site to determine their alignment to goals and objectives for leadership programs, character education, and life skills.

2023–24

Sustain implementation of existing student clubs and programs that align to goals and objectives.

2023–24

Research additional effective leadership clubs and programs that align with determined goals and objectives.

2023–24

Determine additional leadership clubs and programs needed to enhance student leadership, character education, and life skills at each site.

2024–25

Recruit sponsors and provide necessary training and resources for staff.

2024–25

Implement student leadership clubs and programs and provide stipends to sponsors.

2025–26

Monitor and adjust as needed.

2025–26

Develop a training for staff and students through assemblies/clubs/extracurricular programs listed districtwide that will address comprehensive character education such as leadership, responsibility, and respect.

2026–27

Develop a districtwide master schedule to ensure that all students can participate in character and leadership development.

2027–28

GOAL AREA #4

RAM RESOURCES

OBJECTIVE 2

Improve and maintain district infrastructure

RATIONALE

If we improve and maintain facilities, we honor our community's values, beliefs, and expectations because our community values a safe and efficient environment.

INITIATIVE 1

Facilities improvement plan

ACTION STEPS

TIMELINE

Develop a universal checklist to measure cleaning standards of buildings.

2023–24

Establish a committee for the purpose of prioritizing and identifying capital projects.

2023–24

Provide professional development for operations and maintenance staff to ensure compliance, consistency in procedures, and processes for building maintenance.

2023–24

Develop a long-range or master facilities improvement plan for the district.

2023–24

Monitor and adjust facilities improvement plan annually.

Ongoing

Implement a lifecycle plan for all categories of building maintenance.

2025–26

Monitor and adjust lifecycle plan annually.

Ongoing

GOAL AREA #4

RAM RESOURCES

OBJECTIVE 2

Improve and maintain district infrastructure

RATIONALE

If we improve and maintain facilities, we honor our community's values, beliefs, and expectations because our community values a safe and efficient environment.

INITIATIVE 2

Technology improvement plan

ACTION STEPS

TIMELINE

Continue to update and implement current technology initiatives, including:

- Devices
- District equipment
- Network infrastructure
- Phone system
- Applications and systems

Yearly
2023–24
2024–25
2025–26
2026–27
2027–28

Review and update the district technology plan annually.

Yearly
2023–24
2024–25
2025–26
2026–27
2027–28

GOAL AREA #4

RAM RESOURCES

OBJECTIVE 2 Improve and maintain district infrastructure

RATIONALE

If we improve and maintain facilities, we honor our community's values, beliefs and expectations because our community values a safe and efficient environment.

INITIATIVE 3

Transportation improvement plan

ACTION STEPS

TIMELINE

Develop a transportation plan for buses including inventory and maintenance.

2023–24

Research growth and community patterns that impact scheduling, number of buses, and routes to support community standards and expectations which should be reported annually to the transportation sub-committee.

2023–24

Research and educate stakeholders on future technology of transportation and the infrastructure that goes with it.

2023–24

Investigate building a new transportation facility. Consideration should be given to transportation offices, driver meeting areas, and a garage with transportation work bays.

2023–24

Review and evaluate the plan annually.

Ongoing

GOAL AREA #4

RAM RESOURCES

TIMELINE OF PROJECTED BENCHMARK PERFORMANCE MEASURES

OBJECTIVES	PERFORMANCE MEASURES	BASELINE	23-24	24-25	25-26	26-27	27-28
<i>Strengthen student programs</i>	<i>By 2028, 100% of schools will have consistent or common leadership programs according to programs data.</i>	50%	60%	70%	80%	90%	100%
	<i>By 2028, 100% of sites will be involved in a character education/life skills program according to programs data.</i>	85.7%	88.7%	91.7%	94.7%	97.7%	100%
<i>Improve and maintain district infrastructure</i>	<i>By 2028, 95% of projects listed on the 2022 Facilities Improvement Report will be completed according to the facilities report.</i>	71%	76%	81%	86%	91%	95%
	<i>By 2028, less than TBD% of high school students will cross a major street to change classes at least one time a day according to the school schedules data.</i>	TBD	TBD	TBD	TBD	TBD	TBD
	<i>By 2028, 85% of school classrooms will be utilized according to correct data collection from site principals on the facilities report.</i>	28.5%	40.5%	52.5%	64.5%	76.5%	85%
	<i>By 2028, no more than 40% of classroom interactive displays will be 3+ years old according to the technology inventory.</i>	62%	57%	52%	47%	42%	40%
	<i>By 2028, TBD% of buses will be less than 10 years old according to transportation data.</i>	85%	TBD	TBD	TBD	TBD	TBD

ACKNOWLEDGMENTS

The Oklahoma State School Boards Association (OSSBA) and the K20 Center for Educational and Community Renewal recognizes the Owasso Public School District, Board of Education, and site administrators in this endeavor to determine a path for continuous strategic improvement. Through this stakeholder-driven process, a five-year strategic plan, directly aligned to the community's learner expectations, core beliefs and core values, has been developed to provide guidance for Owasso Public Schools' decision making and actions in the coming years. We also would like to acknowledge the dedication of the Planning Team and Action Team members who contributed their time, expertise, experience, and enthusiasm to the development of the Owasso Public School District Strategic Plan. Their engagement in this process mirrors the community's investment in education and commitment to student achievement.

We appreciated the opportunity to work with the Owasso Public School District.



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*Continuous
Strategic
Improvement*

Policy #3.26 ARMED CAMPUS SECURITY OFFICERS

The Board of Education authorizes the carrying of a handgun onto school property by school personnel specifically designated by the Board of Education. The names of school district personnel who have been designated to carry a firearm may be kept confidential. Individuals who are authorized by the school board to carry handguns on school premises must:

1. Possess a valid armed security guard license as provided for in Section 1750.1 et seq. Of Title 59 of Oklahoma Statutes; or
2. Hold a valid reserve peace officer certification as provided for in Section 3311 of Title 70 of Oklahoma Statutes.

The board of education shall have the final authority to determine and designate school employees who will be authorized to obtain and use an armed security guard license or reserved peace officer certification in connection with their employment as school personnel. .

Authorized employees shall only use a handgun and ammunition that have been approved by or issued by the school district board of education. The handgun will be carried in an approved holster and appropriately secured on the person of the authorized employee or the firearm shall be stored in a locked and secure location at all times while the employee is on school property. Authorized employees shall be responsible for ensuring that his/her issued handgun is properly maintained and in good working order at all times. If at any time, the handgun is pointed at someone or discharged on school premises, a written report documenting the incident shall be prepared within twenty-four (24) hours of the incident and submitted to the superintendent. Law enforcement shall be immediately notified that a weapon has been pointed at someone or discharged by the employee who discharged the weapon, or by the superintendent.

The board of education hereby delegates to the superintendent the authority to temporarily suspend the ability of an employee designated by the board of education to carry a handgun pending a formal decision at a School Board Meeting as to whether the employee will continue to be authorized by the Board of Education to carry a handgun on school premises. If the superintendent temporarily suspends the ability of an employee to carry a handgun, the employee shall immediately turn over the handgun and ammunition to the superintendent who shall immediately secure the weapon in a locked and secure location. The decision of the school board is non-appealable. Due process does not apply to the carrying of a handgun.

SAFETY PROTOCOLS

An authorized school security officer is required to keep his/her weapon secured in accordance with reasonably accepted safety practices unless a security incident occurs. If an authorized school security officer becomes aware of a security incident, the authorized school security

officer is required to evaluate the situation to the best of his/her ability and may take no action, may fire a warning shot(s), or may use deadly force based on the totality of the circumstance and established security and law enforcement protocols. All authorized school security officers are required to act in good faith.

The Superintendent of schools (or designated employee) will annually review this policy and any related procedures and make any recommended policy changes to the board. The Superintendent of schools (or designated employee) will also notify local Owasso Police chief and SRO's any time the board has employed or re-employed an authorized school security officer as well as any time an authorized school security officer leaves the employment of the school district.

LEGAL REFERENCE: 70 O.S. § 5-149.2
51 O.S. § 24A.28

Approved June 2023

This would be a new policy: **Policy Manual: policy 5.59**

5.59 Concussion Management Protocol

Owasso Public Schools is committed to the safety and well-being of all students participating in athletics and physical activity programs. In accordance with Oklahoma state law 70, the school has implemented a concussion management protocol that includes education, prevention, and appropriate management of suspected concussions. The school will comply with all aspects of Oklahoma state law 70 related to concussion management. This protocol will be reviewed and updated annually to ensure compliance with any changes in state law or best practices.

Owasso High School Concussion Protocol

Updated September 2022



Purpose

The purpose of the protocol and procedures are to ensure the safety and well-being of student-athletes who sustain a concussion are properly diagnosed, referred when necessary, given time to heal, and supported comprehensively until the student-athlete is symptom free and able to return to full activity.

The Owasso Athletic Training Department has established protocol to provide education about recognition, management and return to learn and play for student-athletes, families, coaches, administrators and other school personnel.

Owasso Athletic Training seeks to provide a safe return to activity protocol for all student-athletes after injury, particularly after concussion. In order to effectively and consistently manage these injuries, procedures have been developed to aid in ensuring that concussed student-athletes are identified, treated and referred appropriately, given follow-up care and academic assistance, and are fully recovered prior to returning to activity.

Introduction

A concussion is a type of traumatic brain injury (TBI) caused by a bump, blow, or jolt to the head that can change the way the brain normally functions. Seventy percent of concussions occur without direct head impact but instead occur from rotational or velocity injuries that cause the brain to move quickly back and forth or “slosh” around in the skull (Neurosurgery 2003; 4:799). Each year, emergency departments in the United States treat an estimated 173,285 sports related traumatic brain injuries (TBIs), including concussion, among children and adolescents from birth to 19 years (CDC 2014).

Concussions are cumulative injuries. This means that once an athlete sustains a concussion they are more likely to sustain another one. Often, it takes less force to cause successive concussions.

Unrecognized concussions or student-athletes who have not fully recovered and incur another concussion run the additional risk of developing Second Impact Syndrome (SIS). SIS is a catastrophic complication that occurs rarely, but is devastating to the concussed athlete. When SIS occurs the brain swells rapidly after a person suffers a second concussion before symptoms from an earlier one have subsided. This deadly second blow may occur days or weeks after an initial concussion and even the mildest grade of concussion can lead to SIS. The condition is often fatal, and almost everyone who does not die is severely disabled.

The medical research is still trying to understand exactly what is happening in the brain after a concussion. The current body of knowledge indicates that there is a complex physiological process induced by the trauma of the biomechanical forces. How long these physiological processes last has not been fully understood. This is one of the reasons why recovery from concussion can be variable and sometimes unpredictable. Concussions are a physiologic injury and not an anatomical injury. This is why brain imaging (CT or MRI scans) are almost always normal.

Concussions may affect a student’s ability to learn. Since every brain and every student are different, every concussion is different. Recovery time will be unique to each student, requiring an individualized approach to determine when it is appropriate to begin to return to academic and athletic activity. Some students may not miss any school and some may need accommodations no greater than someone who has suffered an illness. Still others may have months of enduring symptoms that can significantly affect academic performance and overall ability to function. Mental and physical rest are essential to concussion recovery. If not properly

managed from the time of initial injury, recovery time can be extended and the student-athlete may be exposed to increased risk of further injury. This may also adversely affect the student's academic progress; consequently, it is essential to have a concussion education plan in place to help concussed student-athletes heal while continuing their education.

Concussions are both a medical and educational issue. Any accommodations created by schools are based on an educational need that happens to be caused by a medical concern. Assessing challenges with learning and school performance and creating or making changes to a student's learning plan, while driven by medical diagnoses, are based on the injury's impact on the student-athlete's educational performance and his/her ability to access and participate in general education. Therefore, it is appropriate for schools to address learning difficulties caused by concussion.

Recognition

At the beginning of each sport season, coaches should review concussion policies and sign and symptoms of concussions. It is also recommended that each coach go through the National High School Federation's Concussion in Sports – *What You Need to Know* online course.

Along with coaches, at the beginning of each academic school year each student-athlete along with their parent / guardian will be required to fill out and return a concussion awareness form, which will be kept on file in the athletic training room.

Any athlete who exhibits signs, symptoms, or behaviors consistent with a concussion (such as loss of consciousness, headache, dizziness, confusion, or balance problems) shall be immediately removed from the contest and shall not return to play until cleared by an appropriate health care professional.

No athlete should return to play or practice on the same day as a concussion.

Any athlete suspected of having a concussion should be evaluated by an appropriate healthcare professional that day.

Any athlete with a concussion should be medically cleared by an appropriate healthcare professional prior to resuming participation in any practice or competition.

After medical clearance, return to play should follow a step-wise protocol with provisions for delayed return to play based upon return of any signs or symptoms.

ALL athletes that are held out of a practice or competition because they are suspected to have sustained a concussion should be referred to a physician or to the Certified Athletic Trainer.

The Owasso Athletic Training Department will also follow these policies:

1. All concussions that involve loss of consciousness, no matter how brief that loss of consciousness may have been, will be referred to the emergency department.
2. Along with loss of consciousness the following will also require immediate transportation for emergency treatment:
 - a. Deterioration of neurological function
 - b. Decreasing level of consciousness
 - c. Decreasing or irregularity in respirations
 - d. Decrease or irregularity in pulse
 - e. Unequal, dilated or unreactive pupils
 - f. Any signs or symptoms of associated, spine or skull fracture or bleeding
 - g. Mental status changes: lethargy, confusion or agitation or difficulty maintaining arousal
 - h. Seizure activity
 - i. Cranial nerve deficits
3. In an acute concussion scenario, no notes from emergency rooms or urgent care facilities that clear an athlete to return to activity will be accepted.

After sustaining a head injury, the student-athlete may exhibit some or all of the following signs and symptoms. Student-athletes, parents / guardians, and coaches should be familiar with these:

Signs (observed by others)

Athlete appears dazed or stunned
Confusion (about assignment, plays, etc.)
Forgets plays
Unsure about game, score, opponent
Moves clumsily (altered coordination)
Balance problems
Personality change
Responds slowly to questions
Forgets events prior to hit
Forgets events after the hit
Loss of consciousness (any duration)

Symptoms (reported by athlete)

Headache
Fatigue
Nausea or vomiting
Double vision or blurry vision
Sensitive to light or noise
Feels sluggish
Feels “foggy”
Problems concentrating
Problems remembering

Diagnosis

All student-athletes sustaining a head injury or concussion will be evaluated by a staff athletic trainer and/or licensed health care provider trained in head injury management. The student-athlete should never be denied access to a physician. All athletes will need written consent before returning to play.

The athletic trainer, when on site, will assess the injury or provide guidance to the coach when they are not available for immediate evaluation. At the time of the injury the athletic trainer will determine if immediate care is necessary whether it is to the emergency room or physician.

During the initial evaluation the athletic trainer may use one or a combination of assessments; which can include SAC testing, SCAT testing, SCAT 3 testing, BESS testing, SWAY balance, King-Devick and ImpACT testing.

Neurocognitive computerized tests and sideline assessments may assist the athletic trainer and/or physician severity of a student-athlete's symptoms. They are not a replacement for a medical evaluation to diagnose a concussion.

Post-Concussion Management

Cognitive rest

A concussion can interfere with school, work, sleep and social interactions. Many athletes who have a concussion will have difficulty in school with short- and long-term memory, concentration and organization. These problems typically last no longer than 2 -3 weeks, but for some these difficulties may last for months. It is best to lessen the student's class load early on after the injury. Most students with concussion recover fully. However, returning to sports and other regular activities too quickly can prolong the recovery.

The first step in recovering from a concussion is rest. Rest is essential to help the brain heal. Students with a concussion need rest from physical and mental activities that require concentration and attention as these activities may worsen symptoms and delay recovery.

Cognitive rest requires that the student avoid participation in, or exposure to, activities that require concentration or mental stimulation including, but not limited to:

- Computers and video games
- Television viewing
- Texting
- Reading or writing
- Studying or homework
- Taking a test or completing significant projects
- Loud music
- Bright lights

Physical rest

Physical rest includes getting adequate sleep, taking frequent rest periods or naps, and avoiding physical activity that requires exertion. Some activities that should be avoided include, but are not limited to:

- Ones that result in contact and collision and are high risk for re-injury.
- High speed and/or intense exercise and/or sports, and
- Any activity that results in an increased heart rate or increased head pressure.

Students may feel sad or angry about having to limit activities, or having difficulties keeping up in school. Students should be reassured that the situation is temporary, the goal is to return to full activity as soon as it is safe, and that avoidance of activities which delay their recovery is essential. Students should be informed that the concussion will resolve more quickly when they follow their medical provider's orders as supported by various studies. Students will need encouragement and support at home and school until symptoms fully resolve.

Return to Learn

Knowledge about the potential effects of concussions on learning, and appropriate management of the return-to-learn process is critical for helping students recover from a concussion. Concussions are both a medical and educational concern. A collaborative effort between the athletic trainer, physician and academic leaders ensures success as the team assesses problems with learning and school performance and then makes appropriate and necessary changes to a student's learning.

A student-athlete's best chance for a full recovery from a concussion depends on timely implementation of two critical components: cognitive rest and physical rest. There is increasing evidence that using a concussed brain to learn may worsen concussion symptoms and prolong recovery. The goal during concussion recovery is to avoid overexerting the brain to the level of triggering or worsening symptoms. Determining the appropriate balance between the amount of cognitive exertion and rest is the hallmark of the management plan and crucial for facilitating recovery. This balance is different for each concussion. Therefore, an individualized plan for accommodations is required, and should be frequently monitored and updated to allow for the student to progress academically as concussion symptoms improve.

How can a concussion affect school performance?

- Slower processing speed
- Lapses in short term memory
- Reduced/impaired concentration
- Slower to learn new concepts
- Shorter attention span
- More difficulty planning, organizing and completing assignments
- Slower reading
- Difficulty with reading comprehension

Phase 1: No School/Complete Cognitive Rest

- **Symptom Severity:** In this phase, the student-athlete may experience high levels of symptoms that at best prohibit the student to benefit from school attendance and may cause symptoms to increase in intensity. During this stage, physical symptoms tend to be the most prominent and may interfere with even basic tasks. Many students are unable to tolerate being in the school environment due to severe headache, dizziness, or sensitivity to light or noise.
- **Treatment:** Emphasis on cognitive and physical rest to allow the brain and body to rest as much as possible.
- **Intervention Examples:**
 - No School
 - Avoid activities that exacerbate symptoms. Activities that commonly trigger symptoms include reading, video games, computer use, texting, television, and/or loud music.
 - Other symptom "triggers" that worsen symptoms should be noted and avoided in the effort to promote healing.

- No physical activity- this includes anything that increases the heart rate as this may worsen symptoms.
- No tests, quizzes or homework
- Provide students with copies of class notes (teacher or student generated).

Phase 2: Part-Time School Attendance with Accommodations

- **Symptom Severity:** In this phase, the student's symptoms have decreased to manageable levels. Symptoms may be exacerbated by certain mental activities that are complex or of long duration. Often students can do cognitive activities but only for very short periods of time (5-15 minutes) so students need frequent breaks to rest and "recharge their batteries".
- **Treatment:** During re-introduction to school, avoid settings and tasks that trigger or worsen symptoms. In the first few days of returning to school, the goal is not to immediately start catching up on the missed work or learn new material. Rather, the initial goal is simply to make sure the student can tolerate the school environment without worsening symptoms. This means the first few days often include just sitting in class and listening (no note-taking or reading). Once the student can tolerate this, he/she can try short intervals (5-15 minutes) of cognitive work per class.
- **Intervention Examples:**
 - Students may attend school part-time, with focus on the core/essential subjects and/or those which do not trigger symptoms. The academic team should prioritize what classes should be attended and how often. Examples: (1) half-days, alternating morning and afternoon classes every other day; or (2) attending every other class with rest in the nurse's office, library or quiet location in between. - Symptoms reported by the student should be addressed with specific accommodations.
 - Eliminate busy work or non-essential assignments or classes.
 - Limit or eliminate "screen time" (computers, phones, tablets, and smart boards), reading and other visual stimuli, based on the student's symptoms.
 - Provide student with copies of class notes (teacher or student generated).
 - No tests or quizzes.
 - The student's homework load should be based on symptoms. There should be no due dates on homework assignments. This allows students to work at a pace that does not exacerbate symptoms and reduces their anxiety about completing the assignments. Many students have heightened anxiety during concussion recovery and due dates exacerbate this.
 - Allow the student to leave class 5 minutes early to avoid noisy, crowded hallways between class changes.
 - No physical activity for the student including gym/recess or participation in athletics.
 - If this phase becomes prolonged and/or the student is unable to tolerate the school environment or do any work for even short periods of time, a tutor can be helpful (either in school or at home) to implement oral learning at a pace that does not worsen symptoms. A tutor can also help students organize their work and plan how they will spend their limited time studying (i.e. which

assignment should I do first, second, third, etc), as many students are unable to do this basic “executive function” task during concussion recovery.

Phase 3: Full-Day Attendance with Accommodations:

- **Symptom Severity:** In this phase, the student’s symptoms are decreased in both number and severity. They may have intervals during the day when they are symptom-free. Symptoms may still be exacerbated by certain activities.
- **Treatment:** As the student improves, gradually increase demands on the brain by increasing the amount, length of time, and difficulty of academic requirements, as long as this does not worsen symptoms.
- **Intervention Examples:**
 - Continue to prioritize assignments, tests and projects; limit students to one test per day with extra time to complete tests to allow for breaks as needed based on symptom severity.
 - Continue to prioritize in-class learning; minimize overall workload.
 - Gradually increase amount of homework.
 - Address reported symptoms by specific accommodations; Accommodations are reduced or eliminated as symptoms resolve.
 - No physical activity unless specifically prescribed by the student’s physician or health care provider. If the student has not resolved their symptoms after 4-6 weeks, health care providers will often prescribe light aerobic activity at a pace and duration below that which triggers symptoms. This “sub-symptom threshold exercise training” has been shown to facilitate concussion recovery. The student can do this at school in place of their regular PE class, by walking, riding a stationary bike, swimming, or jogging. No contact sports are allowed until the student is completely symptom-free with full days at school and no accommodations, and has received written clearance from a licensed health care professional.

Phase 4: Full-Day Attendance without Accommodations:

- **Symptom Severity:** In this phase, the student may report no symptoms or may experience mild symptoms that are intermittent.
- **Treatment:** Accommodations are removed when student can participate fully in academic work at school and at home without triggering symptoms.
- **Intervention Examples:**
 - Construct a reasonable step-wise plan to complete missed academic work; an extended period of time is recommended in order to minimize stress.
 - Engage in physical activities as specified by student’s physician (same as phase 3).

Phase 5: Full School and Extracurricular Involvement:

- **Symptom Severity:** No symptoms are present. Student is consistently tolerating full school days and typical academic load without triggering any symptoms.
- **Treatment:** No accommodations are needed.
- **Interventions:**

- Before returning to physical education and/or sports, the student should receive written clearance and complete a step-wise return-to-play progression as indicated by the licensed healthcare professional.

Class/Subject Accommodation Examples:

History:

- Books on Audiotape
- Provide detailed class notes to allow student to listen and not be consumed with note-taking during class
- Oral discussion for learning and oral test-taking preferred to written work

Language Arts, English & Writing:

- Books on Audiotape
- Reduce overall amount of written and typed assignments as screens and annotating may be bothersome to the concussed student. Speech-to-text software programs can be helpful for writing papers or annotating.
- Oral discussion for learning and oral test-taking preferred to written work

Math:

- Reduce homework assignments to the least amount possible to demonstrate mastery learning of the concept.
- Provide outline of necessary steps to complete problem (concussed students often experience difficulty remembering and may leave out pertinent steps).
- Student should be given extra time to complete in-class assignments and homework.
- Oral discussion for learning and oral test-taking preferred to written work

Science:

- Books on Audiotape
- Detailed class notes to allow student to listen and not be consumed with note-taking during class
- Hands-on learning may be helpful
- Oral discussion for learning and oral test-taking preferred to written work
- Speech-to-text software programs can be helpful for writing lab reports and assignments.

Additional Specific Accommodation Examples:

- Extending time on testing and assignments to allow for slower processing speed especially if there is a significant reading demand. Students recovering from concussion have limited endurance and

therefore can only attend to a task for short intervals (5-15 min) before triggering symptoms. Symptoms are not just limited to physical symptoms. If there is a lack of comprehension despite 2 or 3 attempts, even without a headache, the student should take a break.

- Providing a quiet room for testing to minimize distraction
- Offering preferential seating (usually in the front of class or away from windows) to minimize distraction and allow better monitoring of the student
- Dividing class information and corresponding assignments into manageable chunks to minimize cognitive load.
- Reducing light sensitivity by allowing the student to wear sunglasses in class
- Allowing breaks every 15 minutes for prolonged reading or screen time
- Allowing the student to eat lunch in a quiet location
- Avoiding assemblies, pep rallies, athletic events and other events with loud noise and/or bright lights

If concussion symptoms increase, it usually means the student is reaching a point of over-exertion and needs a break. Some students may only need periodic breaks throughout the school day while others may need more frequent breaks depending on the severity of symptoms.

Ensuring a Student's Return to Learning is Successful:

- Education of all school staff about the goals of academic concussion management is essential to reduce the likelihood of a child suffering permanent damage to his/her academic record due to a concussion.
- Educate school staff about how concussions affect academic learning. Schools should take steps to ensure their staff understands the institutional or district procedures regarding return-to-learn policy.
- Distribute written responsibilities and expectations to each member of the concussion management team. Taking the time to explain the process to each team member prior to initiating a student's management plan will likely lead to better compliance.
- Emphasize that each team member has an important role and responsibility. **Inadequate participation from one member can derail the whole return-to-learn plan.**

Privacy

The return-to-learn team should recognize that communication is essential for the success of the management plan. However, they should be aware that a student's medical and academic information is considered private and is protected by the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA). The team should have a clear understanding of who is allowed to receive information regarding a student's medical and academic status. The student's parent or guardian (or student if s/he is over 18) must complete a Release of Medical Information (ROMI) if they would like the physician to speak with school staff about the student's medical care and provide guidance about how to implement the recommended accommodations. This release can be signed at the physician's office.

Formal Education Plans:

For students with prolonged symptoms who will require accommodations for several months, a formalized program may be implemented to ensure that the student's specific educational needs are being met by the school. Parents can work with school leaders to develop a 504 plan or individualized education program (IEP). The process is time intensive and requires extensive documentation, but does provide a legal document that describes the specific educational goals for the student and the accommodations necessary to achieve them. Private schools that do not receive state funding are not legally obligated to abide by these plans.

- **504 Plan:** Students with persistent symptoms and who require assistance to participate fully in school may be candidates for a 504 plan. A 504 plan will describe modifications and/or accommodations necessary to assist a student return to pre-concussion performance levels. For example, it may specify that the student receive environmental adaptations, temporary curriculum modifications, and/or behavioral strategies (1,2).
- **Individualized Education Plan (IEP):** Students with certain classifications of disability that adversely impact educational performance may be eligible for an IEP. These students generally require significant help to access the curriculum. This help may include reducing the student's workload, changing the learning method (e.g. working with a tutor), slowing the pace of instruction, or allowing the student to work in an environment other than the inclusive classroom.

The majority of students with a concussion will not require a 504 or IEP; however, a small percentage of students with chronic cognitive or emotional deficits may require this level of support.

Athletic Trainer - Management

After the initial evaluation the student-athlete's parents / guardian will be contacted to go over the injury and give written and verbal home and follow up care instructions.

During the recovery process the athletic training staff will continue to provide coordinated care with physicians, coaches, parents, administrators, and teachers until the student athlete is returned to full competition without restrictions.

The athletic trainer is responsible for administering all post-injury testing. If the ImPACT test is required; the initial post-concussion test will be administered within 48 – 72 hours of injury, whenever possible. The testing will take place in the athletic training room. Repeat tests will be given at appropriate intervals and is dependant upon clinical presentation. All data acquired during testing will be shared with student-athlete, parents / guardians and physician as deemed necessary.

The athletic trainer is responsible for monitoring recovery and conditioning following the outlined guidelines and coordinating appropriate return to play activity progression. The athletic trainer will also maintain appropriate documentation regarding assessment and management of the injury.

Guidelines and procedures for coaches:

RECOGNIZE, REMOVE, REFER

Recognize concussion

- All coaches should become familiar with the signs and symptoms of concussion

Remove from activity

- If a coach suspects the athlete has sustained a concussion, the athlete should be removed from activity until evaluated medically. **All athletes who exhibit signs or symptoms of a concussion will be removed, immediately assessed, and should not be allowed to return to activity that day.**

Refer the athlete for medical evaluation

- Coaches should report all head injuries to the certified athletic trainer as soon as possible for assessment, management, and coordination of home and follow-up care. Coaches should seek assistance from the host site certified athletic trainer if at an away contest. If there is no certified athletic trainer available, the coach is responsible for notifying the athlete's parents of the injury.
 - Contact the parents to inform them of the injury and make arrangements for them to pick the athlete up at school.
 - Contact the athletic trainer with the athlete's name and home phone number, so that follow-up can be initiated.
 - Remind the athlete to report directly to the athletic training room on the day they return to school.
 - The Coach or AT should ensure that the athlete will be with a responsible individual, who is capable of monitoring the athlete and understanding the home care instructions, before allowing the athlete to go home. The Coach or AT should continue efforts to reach the parent.

Return to Play Progression

Baseline:

As the baseline step of the Return to Play Progression, the athlete needs to have complete physical and cognitive rest for 48 hours. Athlete does not have to be symptom free to progress through each stage. Light physical activity is encouraged to promote blood flow. If symptoms are exacerbated, athlete must stop activity. *Keep in mind, the younger the athlete, the more conservative the treatment.*

Step 1: Light aerobic activity

In this phase, the student's symptoms have decreased to manageable levels.

The Goal: Only to increase an athlete's heart rate. Stop if symptoms are exacerbated.

The Time: 5 to 10 minutes.

The Activities: Exercise bike, walking, or light jogging.

Absolutely no weight lifting, jumping or hard running.

Step 2: Moderate activity

Symptom Severity: In this phase, the student's symptoms are decreased in both number and severity. They may have intervals during the day when they are symptom-free. Symptoms may still be exacerbated by certain activities.

The Goal: Limited body and head movement.

The Time: Reduced from typical routine.

The Activities: Moderate jogging, brief running, moderate-intensity stationary biking, and moderate-intensity weightlifting

Step 3: Heavy, non-contact activity

Symptom Severity: In this phase, the student may report no symptoms or may experience mild symptoms that are intermittent.

The Goal: More intense but non-contact

The Time: Close to typical routine

The Activities: Running, high-intensity stationary biking, the player's regular weightlifting routine, and non-contact sport-specific drills. This stage may add some cognitive component to practice in addition to the aerobic and movement components introduced in Steps 1 and 2.

Step 4: Practice & full contact

Symptoms: Symptom free.

The Goal: Reintegrate in full contact practice.

Step 5: Competition

The Goal: Return to competition.

If the athlete's symptoms return, they will return back to the appropriate previous stage as designated by their health care provider, then repeat the steps necessary to return to full symptom free activity.

Complete Return to competition

The Owasso Athletic Training Staff will have final say in clearance when returning the student-athlete back to full competition. They must complete all phases of the concussion protocol to ensure a safe return to sport or activity.

SPECIFICATIONS FOR CONTRACT

DUTIES OF THE CONTRACTOR

For purposes of this contract, Owasso Public Schools shall be referred to as the “District”.

Contractor is to supply all labor for all service calls 24/7/365 throughout the District. Contractor shall be on site within one hour from the time the service call is placed.

A “service call” includes, but is not limited to, broken or malfunctioning equipment, temperature adjustments, water leaks that may be related to HVAC equipment, electrical issues, natural gas issues, or any other issue that the District suspects may involve any heating or A/C unit or system.

Contractor will be an integral part of our energy management team. Therefore, all personnel assigned to the District or who respond to services calls shall be Honeywell certified as well as *Trane* certified on energy management systems. Contractor will attend all energy management meetings when requested by the District at no additional cost, and will assist the district in developing energy management policies and procedures. Contractor will be responsible for monitoring and maintaining temperature controls for the district on a year-round basis. Contractor will also be on call to assist the District in adjusting thermostats throughout the district during extreme weather conditions at no additional cost to the District. Contractor shall obtain, at their own expense, appropriate equipment to monitor and adjust thermostat settings remotely in order to fulfill the provisions of this contract.

Contractor is to perform all preventative maintenance on all equipment District Wide. The schedule for preventative maintenance shall be as follows:

- Contractor to perform preventative maintenance at all district wide sites a total of (4) times a year. (every 3 months) at this time reports of any findings and irregularities will be submitted and reported to the Director of Facilities.

Contractor is to supply all air filters (merv 8 minimum) as well as all dynamic filtration filters district wide.

Contractor is to supply all the refrigerants needed for the school year 2022-2023.

Contractor to supply all chemicals and labor costs needed for cleaning condenser coils, this will be performed on as needed basis with at least one (1) complete

cleaning district wide per year. This is to be documented and a copy provided to the Director of Facilities.

Contractor will supply all contactors (40 amp and below), transformers, fuses (100 amp/600 v and below) all wiring items (connectors) all heating ignition controls for all rooftop units, all drive belts, and all equipment needed for brazing copper refrigerant lines.

Contractor will provide eddy current tube analysis on the three (3) chillers located at the high school.

Contractor will provide all labor needed for unit replacement. This will include setting all curbs, setting the units, re-connection of all ductwork and line voltage and low voltage wiring for the complete operation of all new equipment.

Contractor will provide spot coolers/heaters for temporary cooling/heating if repairs are extended over 24 hours.

Contractor will oversee and file for all available utility rebates and/or manufacturer rebates. All rebate payments will be made to Owasso Public Schools, ISD 11.

DUTIES OF THE DISTRICT

The District will supply all compressors, motors, fan blades as well as evaporator blower assemblies, fuses above 100amp/600v, as well as all breakers and disconnects.

The District will supply all lifting services for new units, large compressor/motor replacements.

The District will supply all circuit boards, variable frequency drive controls, boiler controls, and all parts associated with energy management controls.

The District will supply all heat exchanger assemblies and associated parts (induced draft motors and gaskets).

The District will supply all parts needed for the three (3) Trane chillers located at the high school as well as any pumps, motors, glycol, and automated water valves district wide.

The District will supply all variable air volume controls and equipment replacements.

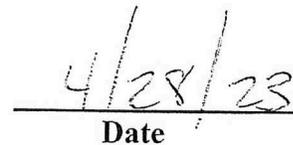
The District will supply all parts needed for any chill water piping repairs as well as all hoses and fittings associated with any chilled water system.

The District will supply an area for the contractor to preform daily meetings and store filters. The district will provide the utilities for this area and the Contractor will provide furnishings, phone, and security services.

INSURANCE REQUIREMENTS

Contractor is required to be fully insured for workers compensation, general liability, and auto insurance and provide the District with appropriate insurance certificates. General liability policy limits shall be at least \$1,000,000 per occurrence, \$100,000 for damage to premises per occurrence, \$5,000 medical per person, \$1,000,000 personal injury, \$2,000,000 general aggregate, and \$2,000,000 products and completed operations aggregate. Auto insurance shall be \$1,000,000 for combined single limit per accident on scheduled autos. Workers Compensation and Employer's Liability coverage must have policy limits of \$500,000 for each accident, \$500,000 disease per employee, and \$500,000 disease policy limit. The certificate holder (the District) shall be listed as an additional insured on both the general liability and auto coverage.


Contractor Signature


Date

Owasso Public Schools

Date



OWASSO PUBLIC SCHOOLS



HVAC BID

AS PER SPECIFICATIONS

TOTAL BID AMOUNT

\$550,000

AMOUNT IN WORDS

five hundred fifty thousand & ⁰⁰/₁₀₀

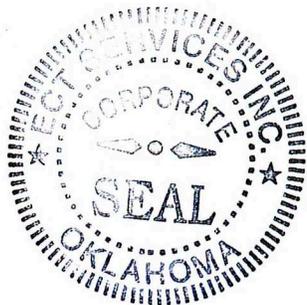
SIGNATURE

Amanda Gullay

DATE

5/3/23

ATTACH SEAL IF INCORPORATED



 **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 8th day of May in the year 2023
(*In words, indicate day, month, and year.*)

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

Owasso Public Schools
1501 N. Ash St.
Owasso, Oklahoma 74055

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

Nabholz Construction Corporation
10319 E. 54th St.
Tulsa, Oklahoma 74146

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

Owasso Public Schools Track Renovation
13102 E. 88th St. North
Owasso, Oklahoma 74055

The Architect:
(*Name, address, and other information*)

The Stacy Group
8091 N. Owasso Expressway
Owasso, Oklahoma 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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- EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT**
- EXHIBIT B INSURANCE AND BONDS**

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.)

Track renovations include resurfacing and adding to track area, metal buildings, cmu buildings, metal bleachers, fencing, site additions, landscaping additions, and scoreboard upgrades.

§ 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.)

\$5,500,000.00

§ 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.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, upon request of the Owner and Construction Manager shall complete and incorporate AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, as may be amended by the parties, 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 provide 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, Oklahoma 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

Init.

The Stacy Group, Inc.
8091 N. Owasso Expressway
Owasso, Oklahoma 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:

To Be Determined at later date

.2 Civil Engineer:

Under Architect contract

.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, Oklahoma 74055

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

Adam Garrett, Senior Project Manager
Nabholz Construction Corporation
10319 E. 54th Street
Tulsa, Oklahoma 74146

§ 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.)

N/A

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

Init.

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.

§ 2.1.1 Construction Manager shall exercise the degree of care, skill and diligence in the performance of the Construction Manager's Work, to assure its Work is performed in a good and workmanlike manner, consistent with construction industry standards for similar projects and circumstances in the same geographic area (hereinafter the "Construction Manager's Standard of Care"). The Construction Manager shall be responsible for and have control over all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Construction Manager's Work under this Agreement, including all coordination of the duties of all trades, and shall furnish efficient business administration and supervision of the Work.

Construction Manager's Standard of Care specifically excludes any design or design-related responsibilities, and any action taken by Construction Manager under this Agreement does not and shall not be construed to approve, represent or warrant the adequacy and suitability of the plans and specifications for the purpose for which they are provided.

§ 2.1.2 To the extent the Owner requests that the Construction Manager provide services within its Standard of Care, such as value analysis and/or constructability suggestions or comments with respect to the Drawings and Specifications, Owner acknowledges that such services are advisory only and not professional design services. The Owner shall refer all suggestions and comments to the Architect or other design professionals for review and evaluation prior to Owner's acceptance thereof. The Owner further acknowledges that the Construction Manager is not responsible for adequacy of the drawings and specifications or for identifying errors or omissions that may exist therein. The Owner shall cause the Architect to revise the Drawings and Specifications to reflect all value analysis and constructability suggestions and comments accepted by the Owner without delay or disruption to the timely and orderly progress of the work. The contract sum and contract time may be adjusted upon the Contractor's review and pricing of the revised Drawings and Specifications.

§ 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 an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests and the Construction Manager's Standard of Care. 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. Nothing herein shall negate Construction Manager's right to equitable adjustments in the Contract Time or Contract Sum in accordance with 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 (as amended), shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law; Article 15, Claims and Disputes. The term "Contractor" as used in A201–2017 (as amended) 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 (as amended), which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 (as amended), 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(as amended) 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 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 perform its Preconstruction Services consistent with the Construction Manager's Standard of Care. The Construction Manager 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, and possible cost reductions.

§ 3.1.3.3 The Owner and Architect shall consult with the Construction Manager in establishing building information modeling and digital data protocols for the Project 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 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

Init.

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: completion of various elements of the Architect's work, submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor (or appropriate breakdown of the Work); ordering and delivery of products, including those that must be ordered in advance of construction (if such products are known by or communicated to the Construction Manager) and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager 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.

§ 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 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, and Construction Manager, 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 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 in an effort 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 Owner's approval.

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

§ 3.1.9 [Intentionally Omitted]

§ 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 [Intentionally Omitted]

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

§ 3.1.11.3 Trade Contractors and Suppliers shall be selected and contracts let in strict accordance with the provisions of the Public Competitive Bidding Act of 1974, Okla. Stat. tit 61 (the "PCBA") and the Public Construction Management for Political Subdivisions Act, Okla. Stat. tit 61 (the "CM Act"). The Construction Manager represents and warrants to the Owner that: (1) the Construction Manager has sufficient experience with the requirements of the PCBA and the CM Act to effectively and efficiently supervise the Project; (2) the Construction Manager will review all proposed contract

documents, bidding materials, including bid notices and bids received from potential Trade Contractors for compliance with the PCBA and CM Act. Construction Manager may elect to self-perform portions of the Work, Provided that the Construction Manager competitively bids the Work under the same terms and conditions as other bidders and the Construction Manager is the lowest responsible bidder for that construction contract. Where applicable, all bids shall be made and received in accordance with the provisions of PCBA and CM Act.

§ 3.1.12 Procurement

[Intentionally Omitted]

§ 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 When the Drawings and Specifications have been completed, the Construction Manager will solicit trade contractors for competitive bids in relevant trade categories. Upon completion of the bidding cycle, the Construction Manager shall propose a Guaranteed Maximum Price ("GMP"), which shall be the sum of the estimated cost of work, including contingencies described in Section 3.2.4 and the Construction Manager's Fee as described in Section 6.1.2, and General Conditions.

§ 3.2.2 The Owner and Construction Manager acknowledge that the Construction Manager will/has developed the Guaranteed Maximum Price based upon completed Contract Documents.

In the event that the Owner and Construction Manager agree that the Construction Manager will develop a Guaranteed Maximum Price before the completion of the Contract Documents, in that such Drawings and Specifications do not contain all details and requirements of the Work, the Guaranteed Maximum Price will be based on certain assumptions by the Construction Manager. To the extent that the Contract Documents are anticipated to require further development, the Construction Manager will include an allowance to be identified in the GMP Amendment for 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, or any condition which was not reasonably anticipated by the Construction Manager's assumptions regarding the completion of the design, all of which, if required shall be incorporated by Change Order for additional cost and/or time as required. If the Contract Documents or final Drawings and Specifications require performance of the Work in any manner different from such assumptions, or contain changes in the scope of the Work to be performed by the Construction Manager, the Construction Manager shall as soon as practicable notify the Owner thereof and of the Construction Manager's estimate of the resulting increase or decrease in the Guaranteed Maximum Price. At such time as the Owner and the Construction Manager have agreed upon the effect of such difference and/or changes in the scope of the Work, a Change Order shall be issued substituting the finished Contract Documents for those described in this Agreement and the Guaranteed Maximum Price and Contract Time shall be adjusted as agreed by the parties. .

§ 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.
- .6 The Date of Commencement of the Work shall be within ten (10) days of receipt of 1) Owner's Notice to Proceed, 2) the issuance of all applicable permits, and 3) Proof of adequate financing for the Work by the Owner and/or Owner's lender (in a form suitable to the Construction Manager shall include its), whichever is later.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager may include a contingency to account for unexpected costs which are considered a reimbursable and a part of the Cost of Work but not included in the General Conditions. Any new work or change in the scope of Work within any Construction Contract will be the subject of an approved change order. The Construction manager's contingency shall be reasonable in amount and approved by the Owner with input from the Architect.

§ 3.2.5 The Construction Manager shall meet with the Owner 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 Upon acceptance of the Guaranteed Maximum Price proposal, the parties will execute an Amendment to this Agreement establishing the Guaranteed Maximum Price and the date of Substantial Completion of the Work. The Construction Manager shall then execute the Trade Contracts and issue a Notice to Proceed in accordance with the provisions of CM Act.

§ 3.2.7 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, with the exception of reimbursable costs associated with Preconstruction Services, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the Owner may specifically authorize in writing.

§ 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 of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents, provided the Architect clouds all changes to the Drawings and Specifications on which the Guaranteed Maximum Price was based.

§ 3.2.9 [Intentionally Omitted]

§ 3.2.10 **The GMP will be calculated based on current prices for component building materials. Contractor will use commercially reasonable diligence with respect to the selection and management of material suppliers and supply chains in an effort to minimize the risk of price increases or schedule disruptions; however, due to volatile market conditions, Contractor cannot warrant material prices or the timely performance of material suppliers. Should there be a significant price increase in the prices of the specified materials that are purchased after execution of the GMP Amendment, the Owner agrees that the GMP will be adjusted. A significant price increase means a change in price from the date of establishment of the GMP to the date of purchasing the materials by an amount exceeding five percent (5%). Such price increases shall be documented by available vendor quotes, estimates, invoices, catalogs, receipts or other documentation.**

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017 (as amended), 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.

§ 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 (as amended).

§ 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.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information in a timely manner, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, 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, that the Owner shall provide reasonable evidence in a form satisfactory to Construction Manager 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 (as amended) 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 in a timely manner so as not to delay the Project schedule. 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 designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. The Owner's representative shall render decisions promptly and furnish information expeditiously, 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 (as amended), the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. The Owner's Representative does not have the authority to approve Change Orders or amend this Agreement. Such authority is reserved to the Owner's Board of Education.

§ 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, the Owner shall compensate the Construction Manager as follows:

(Paragraph deleted)

The fee for preconstruction services shall be a lump sum of **Twelve Thousand Five Hundred Dollars (\$12,500.00)**. Any miscellaneous costs associated with the delivery of preconstruction services (printing, advertising, travel, etc.) shall be invoiced at direct cost of the item without mark-up or profit for the Construction Manager. Preconstruction Services will be invoiced on a pro-rata monthly basis for the term of the preconstruction services as identified in Article 5.1.2.

§ 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.)

Compensation for Preconstruction Phase Services shall be equitably adjusted if such services extend beyond (_____) days from the date of this Agreement or if the originally contemplated scope of services is significantly modified. If preconstruction services extend past the time frame identified, the following rates shall apply and will be billed on a timecard basis for those individuals working on this project:

Individual or Position
N/A

Rate
N/A

Owner acknowledges that the Charging Rates noted in this 5.1.2 are confidential and competitive to Construction Manager and shall not be disclosed to any third-party without advance written authorization of Construction Manager's Operations President. Should the date of commencement, as defined in the initial solicitation, be delayed through no fault of the Construction Manager, the Construction Manager reserves the right to substitute project team members from those originally proposed or be entitled to compensation for those team members per the rate schedule list above.

§ 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, retirement plans, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 [Intentionally Omitted]

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services will be in accordance with 5.1.1.

§ 5.2.2 Payments are due and payable
(Paragraphs deleted)

within 30 days of presentation of the Construction Manager's invoice without retainage. Payments due and unpaid shall bear interest from the date payment is due at the maximum rate allowed by applicable law. The Interest rate shall, on amounts unpaid thirty (30) days after the due date, equal the interest rate charged on judgments of the District Courts of the State of Oklahoma, as modified from time to time, not to exceed 10% per annum.

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.)

4% of total Cost of Work

§ 6.1.3 A lump sum equal to 4 % of the Cost of the Work. The Construction Manager's Fee shall be adjusted for changes in the Work by zero percent (0%) for deductive changes and 4 % for additive changes.

§ 6.1.4 [Intentionally Omitted]

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed One Hundred percent (100 %) 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

init.

§ 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.

§ 6.2.1 [Intentionally Omitted]

§ 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 to Construction Manager in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time and/or Contract Sum 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 (as amended), 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 (as amended), 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 amended), 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 (as amended) 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.

§ 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 Included in the Guaranteed Maximum Price

§ 7.1.1 The term "Cost of the Work" shall mean the total of the final Contract Sums of all of the Trade Contracts, plus the General Conditions and all Reimbursable expenses relating to the Construction Phase of the Project. The term "Cost of the Work" does not include the compensation for the Architect, the Architect's or Owner's consultants, the Construction Manager or the Construction Manager's consultants. The Cost of the Work shall include only those reimbursable expenses set forth in this Article 7 and not included in the General Conditions.

§ 7.1.1.1 The sum for General Conditions will be billed as a lump sum and paid in monthly installments commencing with the next calendar month following the date of commencement of construction of the Project and concluding on the date of completion of the Work. Payments will be pro-rated for part of a calendar month at the commencement of construction and the calendar month in which Final Completion occurs.

§ 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 [Intentionally Omitted]

§ 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, unless such work is included within bid packages competitively bid by Construction Manager to be self-performed.

§ 7.2.2 Salaries and burden of the Construction Manager's supervisory, project/operations management, executive, safety personnel whether or not stationed at the site, included as a part of the amount agreed to for General Conditions.

§ 7.2.2.1

(Paragraphs deleted)

[Intentionally Omitted]

§ 7.2.3 [Intentionally Omitted]

§ 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, collectively referred to as "Labor Burden", shall be charged at a flat rate of 49% of base wage, provided that such costs are based on wages and salaries included in the Cost of the Work as described herein. **Owner acknowledges that the Labor Burden rate set in this 7.2.4 is confidential and competitive to Construction Manager and shall not be disclosed to any third-party without advance written authorization of Construction Manager's Operations President.**

§ 7.2.4.1 The Contract Sum is based upon the Project not being subject to State and Federal Prevailing Wage Law. In the event that this Project becomes subject to State or Federal Prevailing Wage Law, the Contract Sum will be adjusted accordingly.

§ 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 or Trade Contractors in accordance with the requirements of the subcontracts. Trade Contracts and payments due to the Construction Manager for any self-performed portions of the Work.

§ 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 owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Equipment owned by the Construction manager shall be rented at a rate not to exceed the standard rental rate in the geographical area in which the project is located.

§ 7.5.3 Costs of removal of debris and/or costs associated with diverting waste to a waste recycling center 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 That portion of insurance including deductibles and bond premiums that can be directly attributed to this Contract and expenses for Subcontractor and Supplier Surety shall be reimbursed at the following rate: 1) Contractor's Subcontractor Supplier Default Insurance (SSDI) at one and a quarter percent (1.25%) of the Subcontractor/Supplier value; or 2) Contractor's actual premium cost for other Payment and Performance Bonds from the Subcontractors. At the Construction Manager's option, a combination of the above may be used. Application of SDI or surety bond shall be at the sole discretion of the Construction Manager.

The cost of the Construction Manager's insurance program shall be reimbursed at the rate of \$9.50 per thousand dollars of Contract Sum. Rates shall be subject to adjustment on the first day of each calendar year if required by the Construction Manager.

Builders Risk Insurance maintained by the Construction Manager at the rate of \$0.10 per thousand of Contract Sum per month to insure the components of the Project while under construction. If the construction type for the project classifies as wood frame or jointed masonry, different rates may apply.

Owner acknowledges that the information provided in this Section 7.6.1 is trade secret, proprietary, or otherwise confidential and competitive to Construction Manager, and shall not be disclosed to any third-party without advance written authorization of Construction Manager's Operations President.

§ 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 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 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 (as amended) 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 knew 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 (as amended). 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, data lines, telephone service, electronic equipment, and software, directly related to the Work and located at the site.

§ 7.6.7 Costs of document reproductions, postage, 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 [Intentionally Omitted]

§ 7.6.11 [Intentionally Omitted]

§ 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 (as amended).

§ 7.7.3 Costs of repairing or correcting damaged Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged 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 (as amended) 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.

§ 7.7.5 **Warranty Reserve (CM at Risk).** A warranty reserve in the amount of **zero** percent (**0.00** %) of the Cost of the Work will be established and included in the GMP Amendment(s) to cover the Construction Manager's cost for providing the warranty as outlined in the Contract Documents. The warranty reserve shall be deemed a Cost of the Work. In order to facilitate the final payment process, set forth in Article 11.2, the Construction Manager will bill the Owner a lump sum amount for the full warranty reserve at the time of final payment. The expenditure of the warranty reserve will not be subject to the audit provisions of this Agreement.

§ 7.8 Related Party Transactions

§ 7.8.1 [Intentionally Omitted]

§ 7.8.2 [Intentionally Omitted]

§ 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; and

Init.

- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.
- .9 Transportation expenses incurred for travel to and within Owasso, Oklahoma.

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. If Construction Manager notifies the Owner of any discounts, rebates or refunds from subcontractors or vendors for early payment at the beginning of the Project, unless Owner elects to make payment early to take advantage of said discounts, the Construction Manager may choose to make payments and then accrue the discounts to the Construction Manager.

§ 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 [Intentionally Omitted]

§ 9.1.1 [Intentionally Omitted]

§ 9.2 [Intentionally Omitted]

ARTICLE 10 ACCOUNTING RECORDS

§ 10.1 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 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.

§ 10.2 The Contractor shall not be obligated to provide any services, information or documentation relating to its Work to auditors working on a contingency fee basis (auditor's fees calculated as a percentage of the client's net recovery), nor shall any reimbursement obligation otherwise required by the Contract Documents be applicable to Contractor when an auditor is hired by Owner on a contingency fee basis.

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 an Application for Payment is received by the Architect not later than the 1st day of the month, the Owner shall make payment to the Construction Manager not later than the 20th day of the **same** month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than 30 days after the Architect received the Application for Payment. Owner and Construction Manager agree that the terms outlined in 5.2.2 shall apply to this Article 11.1.3. An Application for Payment shall be deemed certified 14 days after submittal unless the Owner or Architect objects to all or part of the Application for Payment within 14 days of submittal.

§ 11.1.4 If required by the Owner, with each Application for Payment, the Construction Manager shall submit a detailed cost transaction report generated from the Construction Manager's accounting system, and upon request by the Owner or Architect, shall provide any other evidence reasonably required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed (1) progress payments already received by the Construction Manager, less (2) that portion of those payments attributable to the Construction Manager's Fee, plus (3) payrolls for the period covered by the present Application for Payment.

§ 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 Owner acknowledges that the Guaranteed Maximum Price applies in the aggregate to all categories and line items of the Cost of the Work. 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 [Intentionally Omitted]

§ 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 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 (as amended) 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 (as amended);
- .3 [Intentionally Omitted];
- .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 (as amended);

- .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.)

Five percent (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:

(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.)

If the manner of completion of the work, and its progress are and remain satisfactory for the Owner, and the Work is shown at fifty percent (50%) or more complete in the Application for Payment, without reduction of previous retainage, no further retainage will be withheld.

§ 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 (as amended).

§ 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 stored at the site.

§ 11.1.11 [Intentionally Omitted]

§ 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.

§ 11.1.13 The receipt by Construction Manager of a partial payment of any amount due to Construction Manager endorsed as payment in full will be deemed to be a part payment only, and any endorsements or statements on a check or other form of commercial paper, or any other document accompanying the payment, shall not be deemed an accord and/or satisfaction, notwithstanding such endorsements.

§ 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 (as amended);
- .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 (as amended). The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017 (as amended). The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 [Intentionally Omitted]

§ 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 are due and payable within 30 days of presentation of the Construction Manager's invoice. Payments due and unpaid shall bear interest from the date payment is due at the

(Paragraphs deleted)

maximum rate allowed by applicable law. Interest on unpaid amounts shall equal the interest on Judgments of the District Courts of the State of Oklahoma, not to exceed ten percent (10%) per annum.

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 (as amended). 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.

§ 12.1.2

(Paragraphs deleted)

[Intentionally Omitted]

§ 12.2 Binding Dispute Resolution

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

(Check the appropriate box.)

- Arbitration pursuant to Article 15 of AIA Document A201–2017 (as amended)
- 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 (as amended).

§ 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. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall 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.

§ 13.1.6.1 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 (as amended).

§ 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 (as amended), the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 (as amended) 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 (as amended).

§ 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 with the consent of Construction Manager and that is not otherwise included in the Cost of the Work. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall 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 (as amended), 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 (as amended); in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017 (as amended), 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.

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ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017 (as amended). Where reference is made in this Agreement to a provision of AIA Document A201–2017 (as amended) 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 (as amended), 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 Owner shall provide Construction Manager with advance written notice of such assignment. The Construction Manager shall execute all consents reasonably required to facilitate the assignment and acceptable to Construction Manager.

§ 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 Two million dollars (\$ 2,000,000) for each occurrence and two million dollars (\$ 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 two million dollars (\$ 2,000,000) 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 of one million dollars (\$ 1,000,000) each accident for bodily injury, one million dollars (\$ 1,000,000) each employee for bodily injury by disease, and one million dollars (\$ 1,000,000) policy limit for bodily injury by disease.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of two million dollars (\$ 2,000,000) per claim and two million dollars (\$ 2,000,000) 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
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§ 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 policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the 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 [Intentionally Omitted]

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017 (as amended), may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions: Construction Manager shall not be required to furnish performance or defects bonds covering performance of the Contract except as required by the PCBA or as permitted by the CM Act and agreed by the Owner and Construction Manager. The Construction Manager shall furnish a payment or fidelity bond covering payment of Contractors, Subcontractors and other obligations arising under the Contract. The Construction manager shall ensure that all bonds required by the Act from Trade contractors and subcontractors be issued as dual obligee bonds in favor of the Owner and the Construction Manager.

§ 14.5.1 Owner acknowledges that Contractor is an independent contractor and the owner has no ownership or control over Contractor, a private entity. Contractor has not agreed to act as a custodian of public records for the Owner subject to the provisions of the Oklahoma Open Records Act. Owner further acknowledges and agrees that certain documents and information provided to Owner pursuant to the terms and conditions of this agreement may place Contactor and Owner at a competitive disadvantage if the information is disclosed by the Owner. 51 Okl. St. § 24A.10. In the event Owner receives a request for disclosure of records under the Oklahoma Open Records Act, or other request for disclosure pursuant to subpoena or other means, Owner shall provide notice of such request to Contractor within twenty-four (24) hours of receipt of the request, subpoena or demand, and shall not disclose such records without Contractor's written consent or unless Owner is ordered to disclose pursuant to court order.

§14.5.2 If Drawings are revised after the Drawings referenced in the Contract, the Owner shall have the Architect re-date all revised sheets and clearly identify all changes by bubble and delta number or other means acceptable to the Construction Manager and Owner. The Owner and Construction Manager acknowledge that it is difficult to determine and implement changes that are not so identified. Regardless if the Contract is amended to incorporate revised Drawings, the Guaranteed Maximum Price and Contract Time are subject to additional equitable adjustments for the cost and time impacts if implementing any changes not so identified.

§ 14.5.3 This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement bearing an original manual or electronic signature, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

§ 14.5.4 Owner and Construction Manager acknowledge and agree that the Guaranteed Maximum Price and Contract Time does not fully account for all cost impacts or schedule impacts (collectively "Impacts") associated with COVID-19, any other virus, disease, epidemic, pandemic, or public health crisis ("Epidemic"). Construction Manager cannot reasonably foresee or carry all necessary costs or contingencies for such Impacts. Therefore, if Construction Manager's work is delayed, suspended, disrupted, or otherwise adversely impacted, directly or indirectly, by an Epidemic, including but not limited to the following impacts: (1) material or equipment supply chain disruptions; (2) illness and related costs; (3) unavailability of labor or increased labor costs, including, but not limited to any labor shortage or increased labor costs resulting from loss of labor productivity, strike, labor force reduction required or created by the CDC or OSHA guidelines, regulations, or governmental order; (4) government orders, closures, changes in the law, or other directives or restrictions that impact the work or the Project site, including without limitation vaccine or testing mandates; or (5) fulfillment of Construction Manager's contractual obligations regarding safety specific to COVID-19, any Epidemic, or both, then Construction Manager shall be entitled to an equitable increase in the Guaranteed Maximum Price and Contract Time for all such Impacts.

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 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 (as amended)
- .5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.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
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.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 (as amended) 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)*

(Printed name and title)



CONSTRUCTION MANAGER *(Signature)*
Justin R Woodverton EVP of Operations

(Printed name and title)

NabModel Version 01.03.2023

AIA[®] Document A201[®] – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Owasso Public Schools Track Renovation
13102 E. 88th St. North
Owasso, Oklahoma 74055

THE OWNER:

(Name, legal status and address)

Owasso Public Schools
1501 N. Ash St.
Owasso, Oklahoma 74055

THE ARCHITECT:

(Name, legal status and address)

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

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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.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503[™], Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically excluded in the Agreement, the Contract Documents include other documents such as the advertisement or invitation to bid, Instructions to Bidders, Contractors Bid Manual, schedules, sample forms, other information furnished by the Owner or Contractor in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties. Likewise, the Contractor shall be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of Contractor's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

[Intentionally Omitted]

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The Contract Documents shall include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative or officer of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees. Any agreement to such protocols shall be included in the

Contract Documents as "BIM Addendum," or other agreed designation. The Owner shall cause an identical version of the BIM Addendum, if any, to be appended or incorporated into all written agreements between the Owner and any design professional performing obligations to be modeled.

§ 1.9 Order of Precedence

§ 1.9.1 In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of the omissions or errors in figures, drawings or specifications, the Contractor shall immediately submit the matter to the Architect for clarification. The Architect's clarifications are final and binding on all parties, subject to an equitable adjustment in Contract Time or Price pursuant to Articles 7 and 8 or claims and disputes in accordance with Article 15.

§ 1.9.2 Where figures are given, they shall be preferred to scaled dimensions.

§ 1.9.3 Any terms that have well-known technical or trade meanings, unless otherwise specifically defined in the Contract Documents, shall be interpreted in accordance with the well-known meanings.

§ 1.9.4 In case of any inconsistency, conflict or ambiguity among the Contract Documents, the documents shall govern in the following order:

- a. Change order and written Modifications to this Agreement
- b. this Agreement
- c. drawings (large scale governing over small scale)
- d. approved submittals
- e. information furnished by the Owner
- f. other documents listed in the Agreement (Among categories of documents having the same order of precedence, the term or provision that includes the most recent date shall control).

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. Prior to commencement of the Work, the Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 The Owner shall, upon written request of Contractor, prior to commencement of the Work or any time thereafter, within 15 days of Contractor's request, provide reasonable evidence satisfactory to Contractor that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 [Intentionally Omitted]

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

Init.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall, before the Schematic Design budgeting phase, furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. If, after establishing the Contract Sum, Owner provides such information to Contractor, and the information necessitates an increase in the Contract Sum or Time, the Owner shall provide for increase.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness and, in any event, within seven (7) days of Contractor's request, so as not to delay or hinder the progress of the Work. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with seven (7) days after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one hard copy and one electronic copy of the Contract Documents for purposes of bidding pursuant to Section 1.5.2. Prior to commencement of the Work, and to the extent available, Owner shall furnish the Contractor any electronic drawings (.dwg, .dxf, .ifc, .rvt, .nwd or others as appropriate) that will enable, but not require, Contractor to build an electronic model of the Project.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a five-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, after such five (5) day period give the Contractor a second five Day notice to correct such deficiencies. If the Contractor, within such five (5) day period, after receipt of the second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor, whether referred to as Construction Manager, General Contractor or Contractor within this and related Contract Documents, is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor. The Contractor can rely on written instructions/directions/interpretations of the Architect as well as the Owner's testing firm in performing its Work.

§ 3.1.4 The Owner hereby agrees that Contractor shall not be liable or responsible in any manner whatsoever for any claims, damages, expenses, costs, errors or omissions arising out of the professional services performed by the Architect or other design professionals, whether through indemnity or otherwise. The Owner's sole recourse shall be against the Architect, or other design professionals performing such professional services, and any insurance procured by the Architect.

To the extent that the Owner requires, or the Contractor otherwise provides, any incidental services, construction consulting, or value engineering, the Owner acknowledges that such services are advisory and are not professional design services. The Owner shall, with due diligence, refer such questions, matters and inquiries to the design professionals, and the Contractor shall have no liability to the Owner or to the Architect or its consultants for such services required by the Owner and rendered hereunder.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully review the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions (if practical without destructive inspections) related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by Contractor. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. Unless otherwise required by the Construction Documents, the Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures but Contractor shall not be held responsible for any loss or damage to the Work or adjacent property caused by the means methods, techniques, sequences, or procedures required by the Contract Documents. If the Contractor determines that such means, methods, techniques, sequences or procedures required by the Contract Documents may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. This provision shall in no way be construed as creating any rights or obligations to third parties.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or other written approval.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality or type required or permitted by the Contract Documents. Work, materials or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by construction by the Owner and by Separate Contractors, abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are applicable and legally enacted when bids are received, or negotiations concluded.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. ("Legal Obligations"). In the event that Contractor may be adversely impacted by any change to, or increase of, Legal Obligations (as well as any additional health and safety practices required in order to comply with existing Legal Obligations), the Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs, plus reasonable overhead and profit thereon. The Contract Sum and Contract Time are based upon a mutual expectation that reasonable positions will be taken by federal, state, or local inspectors and officials ("Authorities"), and that such Authorities shall act with reasonable promptness and diligence regarding issuance of permits, approvals, certificates of occupancy, and in interpreting applicable codes and standards. Contractor shall be entitled to a change order adjusting the Contract Sum and Contract Time for any impact resulting from a deviation.

§ 3.7.2 Without assuming any design responsibilities, the Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall, upon discovery, notify the Architect in writing, and necessary changes shall be accomplished by appropriate Modifications. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Document or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed, if possible, and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, shall be entitled to equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor knowingly encounters and recognizes human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence or good faith belief of such existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts as well as the labor costs of performing the Work when made part of the allowance line item within the Schedule of Values;
- .2 unless excluded in 3.8.2.1 above, Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness to avoid delay in the Work.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

(Paragraph deleted)

§ 3.9.2 [Intentionally Omitted]

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner has made reasonable and timely objection. The Contractor shall not change the superintendent without notification to the Owner. Failure of the Owner to reply within 14 days of Contractor's notification to Owner of a proposed superintendent shall constitute notice of no reasonable objection.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised by Contractor at appropriate intervals in its discretion and without prior notice as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor shall prepare and keep current a schedule of submittals that is coordinated with the Contractor's construction schedule and which allows the Architect reasonable time to review submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect. When changes do not affect the Substantial Completion date, they may be made at Contractor's discretion.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Owner or, if directed, to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Contractor, in making this representation, is relying on the Architect to have fully coordinated the design drawings.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 *[Intentionally Omitted]*

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon, and is not responsible for, the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given design criteria in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form required by the Contract Documents.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project resulting from Contractor's Work.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so upon seventy-two (72) hours advance written notice to Contractor, and the Owner shall be entitled to reimbursement of reasonable costs from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. If an infringement of a copyright or patent is discovered by the Contractor, and that infringement or violation relates to copyright or patent rights within the Contract Documents, the Contractor shall promptly notify the Architect and the Owner and shall not be responsible for such infringement or violation(s).

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, except to the extent such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the

indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.18.3 The obligations of the Contractor shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them, including but not limited to any liability arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications or (2) the giving of or the failure to give directions or instructions by the Architect, the Architect's consultants and agents and employees of any of them.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Contractor (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

Init.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor in writing of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness; however, delivery of such interpretation shall not be extended to cause the Contractor delay in the Work.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith, except to the extent such interpretations or decisions result from professional negligence, errors, omissions, willful neglect or misconduct.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness, and delivery of such interpretation shall not be extended to cause the Contractor delay in the Work or cause the Work to be performed out of sequence. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating whether the Owner or the Architect has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If, in the opinion of the Contractor, the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner, upon approval of Subcontractor, may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation. To the extent the Owner chooses to perform construction or operations related to the Project, or to award separate contracts in connection with other portions of the Project or other construction or operations on the site, the Owner shall be required to secure a separate permit for that Work, if required by the authority having jurisdiction. Regardless, the Owner shall ensure that the Contractor is listed as an additional insured on the Separate Contractor's general liability and excess liability policy. Further, the Owner agrees to defend, indemnify and hold harmless the Contractor from any claims made against the Contractor resulting from damage to property (other than the Work) or injury to, or death of, persons in or about the Project caused by, arising out of or in connection with the construction, services, labor, materials, and equipment which have been performed, provided or supplied to the Project by the Owner or its Separate Contractor. If the Contractor claims that delay or additional cost is involved because of performance of construction or operations of Separate Contractors, of such action by the Owner or its Separate Contractors, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement and shall be granted any necessary extensions to the deadline for Substantial Completion necessitated by revisions to the Contractor's construction schedule caused by other work. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of known discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractors.

§ 6.2.3 The Contractor shall reimburse the Owner for reasonable costs the Owner incurs that are payable to a Separate Contractor to the extent caused by Contractor's unexcusable delays or defective construction. The Owner shall be responsible to the Contractor for reasonable costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5. The Owner or its Separate Contractors shall promptly remedy damage that the Owner or its Separate Contractor cause to the Contractor's completed or partially completed construction.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner, after notifying responsible party(s) by written notice and allowing the responsible party(s) to resolve this issue, may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner or Architect and the Contractor. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect or Contractor and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing and approved by the Owner. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time. Notwithstanding, in the event the Architect has issued multiple Additional Supplementary Instructions that, in the aggregate, result in the changes justifying an adjustment in Contract Sum or extension of the Contract Time, Contractor shall be entitled to submit a request for an equitable adjustment.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement. Date of Commencement shall not be earlier than the date upon which all necessary permits are procured that would allow the Contractor to initiate and continue the Work and a written notice to proceed is received by the Contractor.

§ 8.1.3 The date of Substantial Completion is the date established under Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall use commercially reasonable efforts to achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor shortages and/or disputes, fire, unusual delay in deliveries, transportation delays not within the Contractor's control, unavailability of suitable materials, riots, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, epidemics, pandemic, or other designated health emergency, or other causes beyond the Contractor's control; (4) disruptions in labor or materials supply resulting from a public health crisis regardless of whether an infectious disease, epidemic, pandemic or isolated to areas from which such labor and materials are supplied; (5) by adverse government actions, including without limitation embargoes and tariffs; (6) quarantine restrictions or government vaccine mandates; (7) by delay authorized by the Owner pending mediation and binding dispute resolution; or (8) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Sum shall be adjusted and the Contract Time shall be extended by Change Order for such reasonable time, and amounts as arise out of or relate to such cause.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment as required by the Contract Documents, such as copies of requisitions, and releases and waivers of liens from first-tier Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay. This provision does not prohibit Contractor from withholding payments to Subcontractors or suppliers pursuant to a provision or its agreements with such Subcontractors and suppliers providing for such withholding.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location provided that stored materials are properly insured. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner and notify the Contractor in writing of the particular reasons why such representations to the Owner cannot be made as to the remaining amount. The Architect may also withhold a Certificate for Payment to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor, provided such claims are not due to Owner's failure to pay Contractor;
- .3 failure of the Contractor to make payments to Subcontractors in accordance with the terms of the applicable subcontracts, or for properly performed/delivered, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

However, in no event shall the Architect refuse to certify or shall the Owner withhold payment of an amount greater than that which is sufficient to pay the direct expenses the Owner reasonably expects to incur to correct any of the above reasons set forth by the Architect for withholding certification.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

(Paragraph deleted)

§ 9.5.4 *[Intentionally Omitted]*

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall promptly pay each Subcontractor no later than ten days after receipt of payment from the Owner, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of said Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 *[Intentionally Omitted]*

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within fourteen days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

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§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within fourteen days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received, or terminate the Contract. In the event the Work is stopped, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents. If the Contractor terminates the Contract, Owner shall pay Contractor for Work executed and for incurred costs related to materials, equipment, tools and construction equipment and machinery, including reasonable overhead, profit and damages.

§ 9.7.1 Upon execution of the Agreement, Contractor shall provide Owner with written payment instructions and all necessary forms required by Owner to effectuate payments to Contractor by wire transfer (the "Payment Information"). Contractor shall submit the initial Payment information to Owner by certified mail or hand delivery only. If Owner receives a request to change such Payment Information, Owner agrees that it will not modify or make change to this Payment Information without oral communication, followed by written confirmation, from Contractor's Controller. Owner shall make no changes to the Payment Information if it does not receive the oral and written confirmations as stated herein. If Owner makes any change to the Payment Information without first receiving the confirmations stated herein, it shall be solely responsible for any monies lost or stolen and not paid to Contractor as required under the terms of this Agreement.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. Substantial Completion will be achieved by Contractor when the last of the following occurs:

- .1 custody and control of the Work (or designated portion of the Work) is provided to the Owner ; and
- .2 inspections and approvals from government agencies required by the Work (or designated portion of the Work) have been completed and a certificate of occupancy, whether temporary or final, for the Work (or designated portion of the Work) has been issued;

If the Work (or designated portion of the Work) includes installation of items furnished by the Owner, completion of such installation will be considered punch list work and will not delay designation of Work as Substantially Complete.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete as defined in Section 9.8.1, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, property insurance, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. Unless otherwise agreed in writing, the Owner shall become responsible for building security, property insurance, and for payment of all utilities associated with the Work upon Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld, provided if Contractor is delayed at any time in the progress or completion of the Work, or if Contractor's work is made more costly, by any cause or condition arising directly or indirectly from such partial occupancy or use, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs, plus reasonable overhead and profit thereon. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect. At the time Owner takes partial occupancy or use, the Owner shall reduce retainage proportionately.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents. Owner shall indemnify, defend, and hold Contractor harmless from any and all damages, losses, claims and expenses, including attorneys' fees arising out of or related to such partial occupancy or use, including, but not limited to claims for property damage and bodily injury.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed

in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. In no event shall the Architect unreasonably withhold the final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied or will be promptly made upon receipt of final payment from the Owner, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties as required by the Contract Documents, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner or by law. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all reasonable payments that the Owner has made in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor (including, but not limited to any cause identified in §8.3 above) or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those claims previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor and its Subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

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§ 10.2.3 The Contractor and its Subcontractors shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor and its Subcontractors shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 negligently caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 Without accepting any responsibility or liability for the remediation of hazardous materials that exist on or contiguous to the Project site as of the date of the Agreement, the Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable property damage, bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. The Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances. Unless required by the Contract Documents, the Contractor shall not be required to perform without its consent any Work relating to a hazardous material or substance, provided that such Contractor consent shall not be unreasonably withheld.

§ 10.3.5 The Contractor shall reimburse the Owner for the reasonable and necessary cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to requirements of the Contract Documents or the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable for the reasonable and necessary cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.3.7 Unless required by the Contract Documents, the Contractor shall not be required to perform, without consent, any Work relating to mold, asbestos or polychlorinated biphenyl ("PCB"). The Contractor shall perform no work involving toxic, contaminant, contaminated or hazardous material of any type, which removal or responsibility to render harmless is the Owner's obligation.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity that Contract has reason to believe is a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the

procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§11.1.5 Contractor may use a traditional insurance process, or it can use a Controlled Contractor Insurance Program ("CCIP").

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. The cost of the Contractor-procured property insurance shall be charged to the Owner by a Change Order. When the failure to provide coverage has been cured or resolved by the Contractor or by the Owner, the Contract Sum and Contract Time shall be equitably adjusted. If the Owner does not provide written notice to the Contractor of the Owner's failure to procure the required property insurance with all of the coverages and in the amounts described in the Contract Documents, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain such insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto. In the event the Owner fails to procure coverage the required property insurance with all of the coverages and in the amounts described in the Contract Documents, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner with respect to damage to the Work, furnishings, fixtures, equipment, and materials intended to be incorporated into the permanent structure, and consequential damages stemming therefrom..

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide written notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by and paid for by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property. This waiver of subrogation does not apply to rights or claims that Contractor has or may have against its own subcontractors, sub-subcontractors, agents, or employees.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, the inability to conduct normal operations, or delay in completion due to fire or other causes of loss. The Owner waives all rights of action against the Contractor, Subcontractors, Sub-subcontractors, Separate Contractors, and Architect and Architect's consultants for loss of use of the Owner's property, the inability to conduct normal operations, or delay in completion, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of written notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents or contains an acceptable minor change in the Work, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate to compensate Contractor for its actual costs of uncovering and replacing the Work, plus reasonable overhead and profit. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect for failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and the cost of uncovering and replacement shall be at the Contractor's expense. In the event Work is uncovered and determined as conforming to the Contract Documents the costs of recovering and replacement, including compensation for Contractor's service and expenses, shall be at the Owner's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such written notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work prior to Substantial Completion that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 *[Intentionally Omitted]*

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, with consent of the Contractor, 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 Contractor shall execute all consents reasonably required to facilitate the assignment. Contractor shall not be obligated to perform pursuant to the assignment unless or until Owner or Lender has paid Contractor for Work performed prior to the effective date of the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

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§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require, and Contractor may rely and act upon such test results, inspection reports, and approvals procured by the Owner.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.6 Severability

If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may stop the Work, and may subsequently terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.
- .5 if the Owner suspends the Work for convenience in accordance with paragraph 14.3 herein; or
- .6 if Owner is responsible for providing the property insurance coverage required in Exhibit A to the Agreement herein and Contractor becomes aware that Owner did not procure and maintain such coverage.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 30 consecutive days or 60 cumulative days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make an undisputed payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or Suppliers, provided such nonpayment is not due to the Owner's failure to pay Contractor for Work performed;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, fourteen days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials owned by the Owner;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor or its surety, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work along with all supporting documentation.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, upon thirty (30) days written notice to the Contractor, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, materials procured, fabricated, partially fabricated or otherwise purchased for the project whether delivered or not yet delivered to the site and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents; however, the Owner shall send advance written notice to the Contractor before imposing any liquidated damages.

If the Project is "mixed use", any claims against the Contractor arising under this Agreement shall be brought exclusively by the Owner and Owner shall indemnify and hold harmless the Contractor, Subcontractors, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from claims brought by a leasee or owner of an apartment or condominium relating in any to the Work. The Owner represents and warrants that for 8 years after the Date of Substantial Completion, the residential portions of the completed Project shall be maintained as apartments and shall not be converted into condominiums.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, will be initiated by written notice to the other party.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the other party.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments for undisputed Work in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with Article 15.2. The Architect will issue Certificates for Payment pursuant to the agreement of the parties unless the parties are unable to reach an agreement, in which case the procedures set in Articles 15.3 and 15.4 shall apply.

c§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

(Paragraphs deleted)

§ 15.1.5.1 Where the price of labor, material, equipment or energy necessary to perform the Work increases significantly during the term of the Contract, through no fault of the Contractor, the Contract Sum shall be equitably adjusted by Change Order as provided in Section 7 of the General Conditions of the Contract. A significant price increase means a change in price occurring during the period of time between the date of Contract execution to the date of Substantial Completion by an amount exceeding five percent (5%). Such price increases shall be documented by available vendor quotes, estimates, invoices, catalogs, receipts or other documentation. Further, if material or equipment required by the Contract Documents are not available due to shortage or unavailability or if the price to procure such material or equipment increases as set forth in this Section, then an acceptable substitute may be found and an adjustment in the Contract Sum shall be made accordingly.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

(Paragraph deleted)

Neither Contractor nor Owner shall be liable to the other for any consequential losses or damages, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, profits, business, reputation or financing.

(Paragraph deleted)

§ 15.2 DIRECT DISCUSSIONS

§ 15.2.1 If the Parties cannot reach resolution on a Claim or matter relating to or arising out of the Agreement, the Parties shall endeavor to reach resolution through good faith, face-to-face direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of the first discussions. If the Parties' representatives are not able to resolve such matter within five (5) business Days of the date of first discussion, the Parties' representative shall immediately inform senior executives of the Parties in writing that resolution was not achieved. Upon receipt of such notice, senior executives of the Parties shall meet within five

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(5) business days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) days from the date of first discussion, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected herein. Mediation shall be subject to direct discussions under this Section 15.2.1 as a condition precedent to binding dispute resolution.

(Paragraphs deleted)

§ 15.2.2 *[Intentionally Omitted]*

§ 15.2.3 *[Intentionally Omitted]*

§ 15.2.4 *[Intentionally Omitted]*

§ 15.2.5 *[Intentionally Omitted]*

§ 15.2.6 *[Intentionally Omitted]*

§ 15.2.6.1 *[Intentionally Omitted]*

§ 15.2.6.2 All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

§ 15.2.7 *[Intentionally Omitted]*

§ 15.2.8 *[Intentionally Omitted]*

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 If the parties' good faith direct discussions are unsuccessful in resolving any Claims, the parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, unless otherwise agreed by the parties, in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or arbitrator. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

(Paragraph deleted)

§ 15.3.3 *[Intentionally Omitted]*

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The parties may agree in writing to use an alternative organization and its rules. The Arbitration shall be conducted in the place where the Project is located, unless another

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location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In no event shall the arbitrators be empowered to assess punitive damages, and any punitive damages assessed as part of an award shall not be enforceable under the Agreement.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.3.1 The Parties expressly agree that the Arbitration Rules are modified so that those cases falling under the regular track will result in an award no more than six (6) months from the date of the confirmation of appointment of the arbitrators. In all cases in which less than \$1,000,000 in total is at issue, there shall be a sole arbitrator and the Parties shall each have three preemptory strikes in selection of the arbitrator, plus all strikes for cause that can be justified. In all cases in which \$1,000,000 or more in total is at issue, there shall be three arbitrators and the Parties shall each have five preemptory strikes plus all strikes for cause that can be justified. The place of mediation and arbitration shall be the county and state in which the Work is performed. The Parties understand and agree that the arbitration award shall be binding upon, and shall include, any and all agents, employees, successors, and assigns of either party to this Contract. Neither party in any dispute arising out of or relating to the Agreement or its breach shall be entitled to recover from the other party attorney's fees, costs (including but not limited to expert witness fees) or expenses incurred in connection with such dispute or breach.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

ARTICLE 16 RENOVATIONS OR ADDITIONS TO AN EXISTING STRUCTURE AND TEMPORARY UTILITIES

§ 16.1 Investigation, Analysis, and Testing

§ 16.1.1 The Contractor has not investigated or determined the current conditions of the existing superstructure, building systems and the adequacy of utilities that may impact Contractor's performance of the Work. The cost of correcting any such deficiencies is not included within the GMP.

Init.

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User Notes:

Owasso Public Schools

Treasurers Report

as of April 30, 2023

	General Fund prior year 7/1/21 to 4/30/22	General Fund current year 7/1/22 to 4/30/23	Building Fund prior year 7/1/21 to 4/30/22	Building Fund current year 7/1/22 to 4/30/23	Child Nutrition prior year 7/1/21 to 4/30/22	Child Nutrition current year 7/1/22 to 4/30/23	Sinking Fund prior year 7/1/21 to 4/30/22	Sinking Fund current year 7/1/22 to 4/30/23
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	22,013,149.08	24,816,236.35	3,087,143.38	3,519,840.61	227,381.08	1,563,184.22	16,127,410.13	19,103,039.19
intermediate	3,235,111.06	3,262,413.23	0.00	0.00				0.00
state	29,110,222.72	30,651,167.12	3.86	3.79	23,348.05	23,053.32	20.17	20.72
federal	4,012,365.66	3,912,626.98	2,308,071.16	568,576.00	3,886,791.51	2,126,029.26		
premium on bond sale							0.00	0.00
reimb/correcting entry	<u>13,679.49</u>	<u>50,188.35</u>	<u>0.00</u>	<u>424.23</u>	<u>106.96</u>	<u>1,309.25</u>	<u>0.00</u>	<u>0.00</u>
total revenue	58,384,528.01	62,692,632.03	5,395,218.40	4,088,844.63	4,137,627.60	3,713,576.05	16,127,430.30	19,103,059.91
Expenditures								
salary	32,540,598.37	34,896,490.35			1,076,909.15	1,300,735.70	0.00	0.00
benefits	10,311,615.37	11,141,247.12			266,443.71	389,253.57	0.00	0.00
contracted prof / tech svcs	721,611.12	972,894.78	17,468.45	20,151.00	11,842.50	12,484.00	0.00	0.00
property svcs	325,471.56	269,187.03	807,089.59	1,053,296.74	78,478.80	67,410.94	0.00	0.00
other purchased svcs	481,455.13	425,645.67	1,039,863.09	1,052,068.19	1,658,986.67	1,497,997.39	0.00	0.00
supplies	1,324,011.02	1,465,467.80	1,703,155.32	2,000,232.61	21,045.98	14,251.12	0.00	0.00
property	10,423.90	4,537.23	137,200.29	35,310.19	41,839.00	85,553.86	0.00	0.00
dues/fees/registration/tuition	366,259.85	349,548.21			1,374.00	1,150.00	0.00	0.00
bond principal & interest							7,935,475.00	161,475.00
other uses	<u>13,954.50</u>	<u>9,145.31</u>	<u>0.00</u>	<u>424.23</u>	<u>6,306.96</u>	<u>8,178.21</u>	<u>0.00</u>	<u>0.00</u>
total expenditures	46,095,400.82	49,534,163.50	3,704,776.74	4,161,482.96	3,163,226.77	3,377,014.79	7,935,475.00	161,475.00
Balance as of April 30th, 2023	19,981,391.03	22,380,556.55	3,368,297.00	3,255,396.23	2,119,283.36	2,623,147.96	24,394,130.31	23,835,596.38
bank balance 4-30-23		22,492,569.97		3,331,053.82		2,624,925.21		23,835,596.38
outstanding checks		(112,013.42)		(75,657.59)		(1,777.25)		0.00
cash balance 4-30-23		22,380,556.55		3,255,396.23		2,623,147.96		23,835,596.38

**Owasso Public Schools
Treasurers Report**

Bond Funds Summary
as of 4-30-23

	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	143,855.74	257.38	176,630.50	25,908.77	0.00
correcting entry	599.99	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	144,455.73	257.38	176,630.50	25,908.77	0.00
Expenditures	<u>(3,242,399.67)</u>	<u>(53,957.84)</u>	<u>(14,681,548.89)</u>	<u>(2,103,538.69)</u>	<u>(2,061,034.07)</u>
Balance as of 4-30-23	7,904,239.65	2,481.14	9,625,097.64	1,154,782.97	109,602.79

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	246,854.88	16,599.99	230,254.89	45,752.21	45,062.84	689.37	579,227.15	576,629.52	2,597.63
008	business svcs	48,483.04	48,483.04	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	2,612,530.17	399,169.83	0.00	0.00	0.00	0.00	0.00	0.00
114	textbooks	2,341,253.00	2,090,922.99	250,330.01	0.00	0.00	0.00	0.00	0.00	0.00
116	uniforms/equipment	103,133.00	91,068.45	12,064.55	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	8,895.00	1,786.55	0.00	0.00	0.00
119	plant operations	1,559,300.00	189,400.00	1,369,900.00	0.00	0.00	0.00	311,795.49	311,795.49	0.00
120	fine arts uniforms/equip	250,650.00	63,532.50	187,117.50	0.00	0.00	0.00	0.00	0.00	0.00
134	roofing district wide	333,691.00	330,000.00	3,691.00						
135	wellness center	1,520,996.61	1,520,996.61	0.00						
136	track/band project	300,000.00	285,000.00	15,000.00						
171	nurses equipment	38,985.00	29,933.90	9,051.10	0.00	0.00	0.00	0.00	0.00	0.00
172	library budgets	<u>169,112.00</u>	<u>133,337.27</u>	<u>35,774.73</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		11,128,158.53	8,232,236.92	2,895,921.61	56,433.76	53,957.84	2,475.92	24,286,363.93	14,881,766.30	9,404,597.63

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	342,427.02	342,427.02	0.00	1,685,497.80	1,685,497.80	0.00	2,899,759.06	2,666,217.17	233,541.89
008	business svcs	87,430.69	85,650.86	1,779.83	45,380.04	45,380.00	0.04	199,110.06	197,330.19	1,779.87
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	282,948.43	0.04	132,606.68	132,238.40	368.28	3,427,255.15	3,027,717.00	399,538.15
114	textbooks	44,938.81	44,513.31	425.50	0.00	0.00	0.00	2,386,191.81	2,135,436.30	250,755.51
116	uniforms/equipment	1,104.95	1,104.95	0.00	0.00	0.00	0.00	104,237.95	92,173.40	12,064.55
117	safety	0.00	0.00	0.00	303,690.84	288,329.97	15,360.87	540,372.39	326,703.97	213,668.42
119	plant operations	2,180,569.11	2,077,953.53	102,615.58	3,461.50	3,461.50	0.00	4,055,126.10	2,582,610.52	1,472,515.58
120	fine arts uniforms/equip	78,857.02	23,038.73	55,818.29			0.00	329,507.02	86,571.23	242,935.79
134	roofing district wide							333,691.00	330,000.00	3,691.00
135	wellness center							1,520,996.61	1,520,996.61	0.00
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	29,933.90	9,051.10
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>183,028.59</u>	<u>35,774.73</u>
total		3,255,757.70	3,043,041.15	212,716.55	2,170,636.86	2,154,907.67	15,729.19	40,897,350.78	28,365,909.88	12,531,440.90

Owasso Public Schools

Effective 7-1-22 through 6-30-23

Support Salary Scales

page 1 of 3

Fiscal Year 2022-23

step	board clerk admin assistant (annual)	payroll/hr/finance/12 month specialist (hourly)	twelve month admin assistant (hourly)	ten month admin assistant (hourly)	health aide (hourly)	para 1 teaching assistant (hourly)	para 2 severe / profound (hourly)	technology specialist (annual)	technology technician/ student info technician (hourly)	New Proposal Security Officer (hourly)	supervisor maintenance/ custodial (annual)	custodian (hourly)	maintenance/ warehouse (hourly)
0	36,291	18.55	14.30	13.45	13.85	13.85	14.85	45,000	17.50	16.00	34,840	13.00	15.55
1	36,934	18.90	14.55	13.70	14.05	14.05	15.05	46,000	17.75	16.30	35,360	13.25	15.80
2	37,577	19.25	14.80	13.95	14.25	14.25	15.25	47,000	18.00	16.60	35,880	13.50	16.05
3	38,220	19.60	15.05	14.20	14.45	14.45	15.45	48,000	18.25	16.90	36,400	13.75	16.30
4	38,863	19.95	15.30	14.45	14.65	14.65	15.65	49,000	18.50	17.20	36,920	14.00	16.55
5	39,506	20.30	15.55	14.70	14.85	14.85	15.85	50,000	18.75	17.50	37,440	14.25	16.80
6	40,241	20.70	15.85	15.00	15.10	15.10	16.10	51,000	19.08	17.80	38,064	14.55	17.10
7	40,976	21.10	16.15	15.30	15.35	15.35	16.35	52,000	19.35	18.10	38,688	14.85	17.40
8	41,711	21.50	16.45	15.60	15.60	15.60	16.60	53,000	19.65	18.40	39,312	15.15	17.70
9	42,446	21.90	16.75	15.90	15.85	15.85	16.85	54,000	19.95	18.70	39,936	15.45	18.00
10	43,181	22.30	16.86	16.20	16.10	16.10	17.10	55,000	20.25	19.00	40,560	15.75	18.30
11	44,008	22.75	17.40	16.55	16.40	16.40	17.40	56,000	20.60	19.30	41,288	16.10	18.65
12	44,835	23.20	17.75	16.90	16.70	16.70	17.70	57,000	20.95	19.60	42,016	16.45	19.00
13	45,662	23.65	18.10	17.20	17.00	17.00	18.00	58,000	21.30	19.90	42,744	16.80	19.35
14	46,489	24.10	18.45	17.60	17.30	17.30	18.30	59,000	21.65	20.20	43,472	17.15	19.70
15	47,316	24.55	18.80	17.95	17.60	17.60	18.60	60,000	22.00	20.60	44,096	17.50	20.00
16	48,143	25.00	19.15	18.30	17.90	17.90	18.90	61,000	22.35	21.00	44,928	17.85	20.40
17	48,969	25.45	19.50	18.65	18.20	18.20	19.20	62,000	22.70	21.50	45,656	18.20	20.75
18	49,796	25.90	19.85	19.00	18.50	18.50	19.50	63,000	23.05	22.00	46,384	18.55	21.10
19	50,623	26.35	20.20	19.35	18.80	18.80	19.80	64,000	23.40	22.50	47,112	18.90	21.45
20	51,450	26.80	20.55	19.70	19.10	19.10	20.10	65,000	23.75	23.00	47,840	19.25	21.80
21	52,277	27.25	20.90	20.05	19.40	19.40	20.40	66,000	24.10	23.50	48,568	19.60	22.15
22	53,104	27.70	21.25	20.40	19.70	19.70	20.70	67,000	24.45	24.00	49,296	19.95	22.50
23	53,931	28.15	21.60	20.75	20.00	20.00	21.00	68,000	24.80	24.50	50,024	20.30	22.85
24	54,758	28.60	21.95	21.10	20.30	20.30	21.30	69,000	25.15	25.00	50,752	20.65	23.20
days per year	245	245	245	varies	176	176	176	245	245	180	260	260	260
hours/day	7.5	7.5	7.5	7.0	7.0	7.0	7.0	7.5	7.5	8.0	8.0	8.0	8.0

TEMPORARY APPROPRIATIONS

For

Owasso Board of Education of Tulsa County, Oklahoma
To the County Excise Board
County of Tulsa, State of Oklahoma.

Honorable Board Members:

Pursuant to the requirements of 68 O.S. 2011 § 3020, as amended, we herewith submit for your consideration the following request for Fiscal year 2023-24 temporary appropriations, and we hereby respectfully request approval and appropriation therefore as follows, to wit:

General	Current Expense	\$	68,750,000.00	\$	68,750,000.00
Building	Current Expense		7,000,000.00		7,000,000.00
Child Nutrition	Current Expense	\$	6,750,000.00	\$	6,750,000.00

Done by the Board of Education of Owasso School District No. I-11 and recorded in the minutes of the Clerk at Owasso, Oklahoma, this _____ day of _____, 2023

Clerk of Board

President of School Board

CERTIFICATION OF THE COUNTY EXCISE BOARD

We, the undersigned duly qualified and acting members of the Excise Board in aforesaid County and State, having considered the preliminary Estimate of Needs submitted by the Governing Board of said School District and, to the extent that the requested temporary appropriations ascertained to be authorized by law, we have approved the items and amounts indicated in the last column.

Done at _____, Oklahoma, this _____ day of _____, 2023.

COUNTY EXCISE BOARD

Chairman

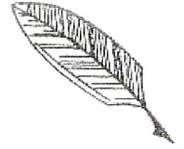
Secretary of County Excise Board

Member

Member

KERRY JOHN PATTEN, C.P.A.

2101 N. Willow Ave.
Broken Arrow, OK 74012
Phone Number (918) 250-8838
FAX Number (918) 250-9853



Dear School Administrator:

We have prepared and enclosed a "temporary appropriations" form for the fiscal year 2023-2024, reflecting **estimated** amounts for your school. Please remember these are only estimates and that your final appropriations will vary depending on several factors, which are sometimes unavailable until August or September. We understand that CARES allocations could have significant impacts on General Fund Appropriations. However, please bear in mind, the temporary appropriation will be replaced with actual appropriations as soon as your 2023-24 Estimate of Needs is approved by the Excise board.

It is no longer necessary to publish the Temporary Appropriations.

The following steps should assist you in the process of getting your Temporary Appropriations approved:

Prior to June 30, 2023

1. Present the form to your board at a school board meeting for their approval.
2. Have your School Board President and Board Clerk sign the form in the designated places approximately halfway down the form.
3. The date of the school board meeting in which the form was approved should be entered in the appropriate space on the form.
4. Present the form to the County Clerk of the county in which your school is located.
5. The County Clerk, as Secretary to the Excise Board, will submit the form at the appropriately scheduled time for consideration and approval of the County Excise Board.

Once approved, warrants may be drawn against these appropriations pending action by the Excise Board upon the Estimate of Needs of your school district for the 2023-2024 fiscal year. When the Estimate of Needs for your school district is finally approved, the temporary appropriation amounts will have to be adjusted for any differences between amounts shown on the temporary appropriations and those shown as appropriations on Exhibit Y of your 2023-24 Estimate of Needs.

If your school district will be the L.E.A. for one or more cooperative programs in the 2023-2024 fiscal year, be sure to verify the temporary appropriations amount shown on this form. If the Cooperative Fund is not listed on this form, or the amount reflected on the form is not a reasonable estimate of your expected cooperative revenues, please call us and we will add or change the form to accommodate your needs.

Cash funds do not have to be included in the temporary appropriations form. Bond funds are also not included on the form. The original sale of the bonds serves as proper authorization of appropriation.

If you have questions, give us a call.

Sincerely,

Kerry John Patten, CPA

Memorandum of Understanding

Between the Board of Education of Owasso Independent School District number 11 and the Owasso Education Association. Both parties acknowledge that this memorandum of understanding represents adjustments needed to the extra duty addendum of the negotiated agreement.

Date: 4/20/23

Changes to the Extra Duty Stipend Addendum

Owasso schools will add or amend the following extra duty positions and stipends for the 2023-2024 school year at a total cost to the district of \$23,200.

- High School 504 Coordinators (7) @\$900 ea.
- HS & Middle School Special Olympics & UCS Advisor (7) @ \$1,500 ea.
- OPS Special Olympics District Coordinator and Head Coach (1), increase stipend from \$1,200 to \$3,000
- Elementary 5th Grade District Lead (science/social studies) (1) @ \$2,500

The parties agree that these changes will be effective immediately and will be added to the negotiated agreement which will then be presented for ratification by the association and approval by the board of education at a later date.

BOE President Date

OWEA President Date