



Clinton Board of Education Regular Meeting  
Monday, October 20, 2025 7:00 PM  
Administration and Technology Center  
1720 Opal Ave  
Clinton, Oklahoma 73601

1. Call to order and roll call.
2. Consent Agenda:  
All of the following items, which concern reports and items of a routine nature normally approved at a board meeting, will be approved by one vote, unless any board member desires to have a separate vote on one or all of these items. The consent agenda consists of the discussion, consideration, and approval of the following items:
  - a. Board approval of the minutes of the September 15, 2025 regular meeting.
  - b. Board consideration and vote to pay encumbrances  
general fund #491-567, totaling \$105,794.68  
building fund #16-17, totaling \$6,336.03  
child nutrition #24, totaling \$138,852.57  
bond 31 fund #1, totaling \$1,911,500.00  
sinking fund #1, totaling \$1,911,500.00
  - c. Board vote to accept financial and activity fund reports for the month of September.
  - d. Board vote to pay the October payroll according to contracts.
3. Principals Report
4. Superintendent's Report
  - District celebrations
  - Student achievement data
  - Enrollment numbers
  - Possible use for the Old Middle School
  - Pressbox
  - Board learning discussion about retention articles
5. Board discussion with possible action regarding a staff development stipend for employees paid as certified.
6. Board discussion with possible action regarding a staff development stipend for employees paid as support.
7. Board discussion and possible vote to approve the grade capacity for Clinton Public Schools.
8. Board discussion and possible action on the Annual Election Resolution to be submitted to the Custer County Election Board calling for an election for school board member position #1 and the publication of the Annual Election of School District elections.
9. Board discussion and possible action to approve the agreement with Oklahoma Rehabilitation Services Transition School to Work Program.

10. Board discussion and possible action to approve board policies  
FNC-Student Conduct  
DBCA-Standards of Performance and Conduct for Teachers  
DOAC-Support Personnel Suspension, Demotion, Nonrenewal, or Termination.
11. Board discussion and possible action to hire a part time position at Tiny Tornadoes Daycare.
12. Board discussion and possible action to hire a multilingual discretionary assistant.
13. Board discussion and possible action to hire a discretionary aide at Nance Elementary.
14. Discussion and possible action to approve a fundraiser for CHS Activity Fund.
15. Board discussion and possible action to approve an out-of-state trip for Ag to Louisville, Kentucky.
16. New Business
17. Board discussion and possible vote to approve going into executive session pursuant to Title 25 Section 307(B)(1).
  - a. Superintendent Evaluation.
18. Acknowledge the return from executive session and enter into open session with the reading of the executive session statement.
19. Adjourn.

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Donna Warnick, Minutes Clerk

If you need any special assistance to enter the premises or if you need any special consideration for any portion of this meeting, please call 323-1800 at least 10 hours prior to the start of the meeting.

This agenda was posted on the West side of the front door of the Administration and Technology Center on Friday, 4:00 p.m.



**Clinton Board of Education Regular Meeting**

Monday, September 15, 2025, 6:30 PM  
Administration and Technology Center  
1720 Opal Ave  
Clinton, Oklahoma 73601

**1. Call to order and roll call.**

Attendance Taken at 6:30 PM.

John Coleman:	Present
CaraLea Kreizenbeck:	Present
Kim Meacham:	Present
David Mosburg:	Present
Susanna Williams:	Present

**2. Board consideration and vote to approve the Estimate of Needs for the 2025-22026 school year as prepared by Britton, Kuykendall & Miller CPA's**

**Action(s) :**

**Motion Passed:** A motion to approve the 2025-2026 Estimate of Needs prepared by Britton, Kuykendall & Miller CPS's. Passed with a motion made by John Coleman and a second by CaraLea Kreizenbeck.

**Voting Detail:**

John Coleman:	Yea
CaraLea Kreizenbeck:	Yea
Kim Meacham:	Yea
David Mosburg:	Yea
Susanna Williams:	Yea

**3. Consent Agenda:**

**All of the following items, which concern reports and items of a routine nature normally approved at a board meeting, will be approved by one vote, unless any board member desires to have a separate vote on one or all of these items. The consent agenda consists of the discussion, consideration, and approval of the following items:**

**Action(s) :**

**Motion Passed:** A motion to approve consent items as listed. Passed with a motion made by CaraLea Kreizenbeck and a second by David Mosburg.

**Voting Detail:**

John Coleman: Yea  
CaraLea Kreizenbeck: Yea  
Kim Meacham: Yea  
David Mosburg: Yea  
Susanna Williams: Yea

**a. Board approval of the minutes of the August 11, 2025, regular meeting.**

**b. Board consideration and vote to pay general fund encumbrances #297-393**

**totaling \$116,558.97; building fund 8-11 totaling \$821,485.50 and child nutrition #18-21 totaling \$98,981.68.**

**c. Board vote to accept financial reports and activity fund reports for the month of August.**

**d. Board vote to pay the September payroll according to contracts.**

**4. Principals Reports**

**5. Superintendent's Report**

- Resignations
- District celebrations
- CPS student achievement data
- Enrollment numbers
- CMS construction update
- School Board learning discussion
- Federal funds update
- Financial update
- OPAA!

**6. Board discussion and possible action to approve the 25-26 Negotiated Agreement for Clinton Public Schools.**

**Action(s):**

**Motion Passed:** A motion to approve the 25-26 negotiated Agreement for the Clinton Public Schools. Passed with a motion made by David Mosburg and a second by Susanna Williams.

**Voting Detail:**

John Coleman: Yea  
CaraLea Kreizenbeck: Yea  
Kim Meacham: Yea  
David Mosburg: Yea  
Susanna Williams: Yea

**7. Board discussion and possible action to approve fundraisers.**

**Action(s) :**

**Motion Passed:** A motion to approve a fundraiser for the Class of 2026 Booster Club. Passed with a motion made by John Coleman and a second by CaraLea Kreizenbeck.

**Voting Detail:**

John Coleman:	Yea
CaraLea Kreizenbeck:	Yea
Kim Meacham:	Yea
David Mosburg:	Yea
Susanna Williams:	Yea

**8. Board discussion and possible action to approve the transportation contract with Western Technology Center.**

**Action(s) :**

**Motion Passed:** A motion to approve the transportation contract with Western Technology Center. Passed with a motion made by David Mosburg and a second by CaraLea Kreizenbeck.

**Voting Detail:**

John Coleman:	Yea
CaraLea Kreizenbeck:	Yea
Kim Meacham:	Yea
David Mosburg:	Yea
Susanna Williams:	Yea

**9. Board discussion and possible action to approve the Alternative Education Cooperative Memorandum of Understanding with Arapaho-Butler Public Schools.**

**Action(s) :**

**Motion Passed:** A motion to approve the Alternative Education Cooperative Memorandum of Understanding with Arapaho-Butler Public Schools. Passed with a motion made by CaraLea Kreizenbeck and a second by Susanna Williams.

**Voting Detail:**

John Coleman:	Yea
CaraLea Kreizenbeck:	Yea
Kim Meacham:	Yea
David Mosburg:	Yea
Susanna Williams:	Yea

**10. Board discussion and possible action to approve a submission to the OSDE for the Clinton Teacher Empowerment Program.**

**Action(s) :**

**Motion Passed:** A motion to approve the submission to the OSDE for the Clinton Teacher Empowerment Program. Passed with a motion made by David Mosburg and a second by John Coleman.

**Voting Detail:**

John Coleman:	Yea
CaraLea Kreizenbeck:	Yea
Kim Meacham:	Yea
David Mosburg:	Yea
Susanna Williams:	Yea

**11. Board discussion and possible action to hire Lilybet Harmon as a non-certified adjunct fifth-grade teacher at Southwest Elementary for the 2025-2026 school year.**

**Action(s):**

**Motion Passed:** A motion to hire Lilybet Harmon as a non-certified adjunct teacher for 5th grade at Southwest Elementary for the 2025-2026 school year. Passed with a motion made by John Coleman and a second by CaraLea Kreizenbeck.

**Voting Detail:**

John Coleman:	Yea
CaraLea Kreizenbeck:	Yea
Kim Meacham:	Yea
David Mosburg:	Yea
Susanna Williams:	Yea

**12. Board discussion and possible action to hire a REDS 365 Director.**

**Action(s):**

**Motion Passed:** A motion to hire Shauni Salinas as a REDS 365 Director. Passed with a motion made by David Mosburg and a second by CaraLea Kreizenbeck.

**Voting Detail:**

John Coleman:	Yea
CaraLea Kreizenbeck:	Yea
Kim Meacham:	Yea
David Mosburg:	Yea
Susanna Williams:	Yea

**13. Board discussion and possible action to hire a discretionary assistant(s)**

**Action(s):**

**Motion Passed:** A motion to hire Mose Hernandez as a discretionary assistant at the high school. Passed with a motion made by David Mosburg and a second by John Coleman.

**Voting Detail:**

John Coleman:	Yea
CaraLea Kreizenbeck:	Yea
Kim Meacham:	Yea
David Mosburg:	Yea
Susanna Williams:	Yea

**14. Board discussion and possible action to hire a paraprofessional.**

**Action(s):**

**Motion Passed:** A motion to hire Christine Anderson as a paraprofessional. Passed with a motion made by CaraLea Kreizenbeck and a second by Susanna Williams.

**Voting Detail:**

John Coleman:	Yea
CaraLea Kreizenbeck:	Yea
Kim Meacham:	Yea
David Mosburg:	Yea
Susanna Williams:	Yea

**15. Board discussion and possible action to hire Dr. Lori Gwyn and Moriah Butterfield as teachers for Clinton Gold Academy for the 2025-2026 school year.**

**Action(s):**

**Motion Passed:** A motion to hire Dr. Lori Gwyn and Moriah Butterfield as teachers for Clinton Gold Academy. Passed with a motion made by Susanna Williams and a second by CaraLea Kreizenbeck.

**Voting Detail:**

John Coleman:	Yea
CaraLea Kreizenbeck:	Yea
Kim Meacham:	Yea
David Mosburg:	Yea
Susanna Williams:	Yea

**16. Board discussion and possible action to hire a lay coach for wrestling.**

**Action(s):**

**Motion Passed:** A motion to hire Marcus Wilson as a lay coach for wrestling. Passed with a motion made by CaraLea Kreizenbeck and a second by John Coleman.

**Voting Detail:**

John Coleman:	Yea
CaraLea Kreizenbeck:	Yea
Kim Meacham:	Yea
David Mosburg:	Yea
Susanna Williams:	Yea

**17. Board discussion and possible action to hire a head trainer for all sports.**

**Action(s):**

**Motion Passed:** A motion to hire Sera Knabe as a head trainer for all sports. Passed with a motion made by John Coleman and a second by CaraLea Kreizenbeck.

**Voting Detail:**

John Coleman:	Yea
CaraLea Kreizenbeck:	Yea
Kim Meacham:	Yea
David Mosburg:	Yea
Susanna Williams:	Yea

**18. Board discussion and possible action to hire a student mentor for REDS 365.**

**Action(s):**

**Motion Passed:** A motion to hire Jessica Borjas as a student mentor for REDS 365. Passed with a motion made by John Coleman and a second by David Mosburg.

**Voting Detail:**

John Coleman:	Yea
CaraLea Kreizenbeck:	Yea
Kim Meacham:	Yea
David Mosburg:	Yea
Susanna Williams:	Yea

**19. New Business - There was no new business.**

**20. Board discussion and possible action to approve going into executive session pursuant to Title 25 Section 307(B)(1)&(7).**

**Action(s):**

**Motion Passed:** A motion to go into executive session at 7:32p.m. Passed with a motion made by CaraLea Kreizenbeck and a second by John Coleman.

**Voting Detail:**

John Coleman: Yea  
CaraLea Kreizenbeck: Yea  
Kim Meacham: Yea  
David Mosburg: Yea  
Susanna Williams: Yea

**a. Superintendent Evaluation**

**21. Acknowledge the return from executive session and enter into open session with the reading of the executive session statement.**

“The Board entered into executive session at 7:32p.m. to discuss the evaluation of the superintendent in accordance with Title 25 O.S. 307(B)(1)&(7). Those present in executive session were Board members David Mosburg, Kim Meacham, Susanna Williams, Cara Lea Kreizenbeck, John Coleman and Nathan Meget. No action was taken by the board of education. The Board returned to open session at 7:59p.m.”

**22. Adjourn.** The board adjourned at 7:59p.m.

\_\_\_\_\_  
MINUTES CLERK

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
VICE PRESIDENT

\_\_\_\_\_  
MEMBER

\_\_\_\_\_  
MEMBER

I, the undersigned Clerk of the Board of Education of Clinton ISD 99, of Custer County, Oklahoma, do hereby certify that notice of the date, time and place of this meeting was given to the County Clerk of Custer County on November 14, 2024.

I also certify that at least 24 hours prior to the meeting, excluding Saturdays, Sundays and Holidays, notice of the date, time, place and agenda was posted in the east window of the front door of the Board of Education Office.  
Witness my hand and seal of this School District this 20th Day of October, 2025

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CLERK, CLINTON BOARD OF EDUCATION



## CLINTON PUBLIC SCHOOLS

## Encumbrance Register

Options: Year: 2025-2026, Date Range: 9/12/2025 - 10/9/2025, Fund(s): GENERAL FUND

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	36	07/01/2025	1314	CLINTON ACE HOME CENTER	SUPPLIES FOR MAINTENANCE DEPARTMENT	216.55
11	209	07/01/2025	2376	URANA JEFFERSON	REIMBURSEMENT FOR DAYCARE CONTINUED EDUCATION	18.00
11	231	07/01/2025	2436	MV LEARNING, LLC	TRAINING DISTRICT LICENSE	-5,000.00
11	236	07/01/2025	11532	HOTEL AND MISC.	HOTEL FOR W MISAK FOR AP BIOLOGY JULY 14-18, 2025	-791.67
11	237	07/01/2025	11532	HOTEL AND MISC.	HOTEL FOR ALL MEANS ALL JULY 21-23, 2025	-462.00
11	288	07/10/2025	81616	MARYKATHRYN DAUGHERTY	REIMBURSEMENT FOR TRAVEL EDMOND JULY 13-15, 2025	-229.89
11	342	07/31/2025	1090	AMAZON CAPITAL SERVICES	UNIFORMS FOR CAREER TECH STUDENT	-44.40
11	360	08/01/2025	11735	YOU SCIENCE	APTITUDE AND CAREER DISCOVERY SITE LICENSE	-50.00
11	363	08/04/2025	2163	SWOSU	CONCURRENT SUCCESS TRIP TO CAMPUS 8-12-25	-404.00
11	369	08/05/2025	11564	WALMART SUPERCENTER	STUDENT SUPPLIES MCKINNEY VENTO	0.00
11	437	08/22/2025	10069	ACME BRICK PARK	REGISTRATIONS FOR FLAG FOOTBALL	0.00
11	440	08/22/2025	1090	AMAZON CAPITAL SERVICES	WOMENS CHARACTER SHOES FOR VOCAL	26.75
11	471	09/04/2025	11669	ADMIN EXPENSES	STUDENT SUPPLIES MCKINNEY VENTO	-115.01
11	485	09/10/2025	11564	WALMART SUPERCENTER	NETS FOR SOCCER GOALS	4.00
11	487	09/10/2025	11768	JIGSAW LEARNING LLC	CURRICULUM FOR SPED STUDENTS	-910.12
11	491	09/12/2025	11564	WALMART SUPERCENTER	SUPPLIES FOR MCKINNEY VENTO STUDENTS	600.00
11	492	09/12/2025	11589	THE SOCCER FACTORY	SIZE 5 SOCCER BALLS FOR CMS	315.81
11	493	09/12/2025	1249	BURROWS PRO AUDIO, LLC	BILLABLE SERVICE HOURS	1,500.00
11	494	09/15/2025	1912	OKMEA	BAND STUDENT ENTRY FEES	585.00
11	495	09/15/2025	1757	MIDWEST SPORTING GOODS	TRACK UNIFORMS	2,002.00
11	496	09/15/2025	1314	CLINTON ACE HOME CENTER	WASP SPRAY, SUPPLIES	100.00
11	497	09/16/2025	1090	AMAZON CAPITAL SERVICES	BAND INSTRUMENT CASES	190.76
11	498	09/16/2025	1757	MIDWEST SPORTING GOODS	POM UNIFORMS FOR CHS	1,015.85
11	500	09/17/2025	11795	OGBCA	REGISTRATION FOR COACHES CLINIC	80.00
11	501	09/17/2025	11747	NATIONAL AFTER SCHOOL ASSN	REGISTRATION FOR S SALINAS	595.00
11	502	09/17/2025	11659	SOUTHWEST AIRLINES	AIRFARE FOR SALINAS, WILLSON AND BARNES	1,200.00
11	503	09/17/2025	11532	HOTEL AND MISC.	HOTEL FOR SALINAS, WILLSON AND BARNES	2,400.00
11	504	09/17/2025	11564	WALMART SUPERCENTER	SUPPLIES FOR ESPORTS	594.09
11	505	09/17/2025	1770	MOHAWK USA	IPAD CASES FOR CHS BAND	1,306.83
11	506	09/17/2025	1136	APPLE STORE FOR EDUCATION INSTITUTI	IPADS FOR CHS BAND	17,215.00

## Encumbrance Register

Options: Year: 2025-2026, Date Range: 9/12/2025 - 10/9/2025, Fund(s): GENERAL FUND

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	507	09/17/2025	2124	SOONER TECHNOLOGY	CHROMEBOOKS FOR CHS TESTING	33,670.00
11	508	09/17/2025	1448	ELK CITY P.I.	DUES PLAQUES AWARDS AND CONFERENCE EXPENSE	350.00
11	509	09/18/2025	11796	DR RANDI DAY OD LLC	STUDENT VISION SCREENING	200.00
11	510	09/18/2025	11564	WALMART SUPERCENTER	SUPPLIES FOR MCKINNEY VENTO STUDENTS	1,600.00
11	511	09/18/2025	11564	WALMART SUPERCENTER	SUPPLIES FOR MCKINNEY VENTO STUDENTS	600.00
11	512	09/19/2025	1039	ACT, INC.	MASTERY CONNECT TRAINING VIRTUAL	1,977.00
11	513	09/22/2025	1251	BUSINESS PROFESSIONALS OF AMERICA-	MEMBERSHIP DUES FOR BITE STUDENTS CHS	543.00
11	514	09/22/2025	1757	MIDWEST SPORTING GOODS	SUPPLIES FOR SOFTBALL: MIZUNO F25 BAT	475.00
11	515	09/22/2025	1757	MIDWEST SPORTING GOODS	UNIFORMS FOR WRESTLING	3,300.00
11	516	09/22/2025	1090	AMAZON CAPITAL SERVICES	SUPPLIES FOR TECH ED AT CMS	73.16
11	517	09/22/2025	10062	OKLAHOMA BPA	REGISTRATION FOR B GRAY	40.00
11	518	09/23/2025	1964	PERMA BOUND BOOKS	MEDIA CENTER BOOK ORDER	4,170.93
11	519	09/23/2025	1757	MIDWEST SPORTING GOODS	TRACK SHORTS, TOPS, PANTS HOODIES	1,317.00
11	520	09/23/2025	1158	ATHLON II ENTERPRISES, INC.	NETS AND SCREENS FOR FIELDS	2,400.00
11	521	09/24/2025	11798	YARELI AMINTA RESENDIZ GARCIA	SPEECH THERAPY SERVICES	5,200.00
11	522	09/24/2025	11113	SUTHERLAND LUMBER & HOME CENTER INC	WHIRLPOOL ELECTRIC RANGE CHS LIFE SKILLS	650.00
11	523	09/24/2025	2263	UNIVERSITY OF CENTRAL OKLAHOMA	STUDENT MEAL CARDS GEAR UP UCO OCTOBER 1, 2025	434.00
11	524	09/24/2025	1090	AMAZON CAPITAL SERVICES	RED RIBBON WEEK SUPPLIES	477.82
11	525	09/24/2025	1298	CHS WRESTLING BOOSTER CLUB	REGISTRATIONS FOR MCKINNEY VENTO STUDENTS	260.00
11	526	09/24/2025	11765	ATWOODS	RUBBERMAID 100 GALLON STOCK TANK	129.99
11	527	09/25/2025	1157	ATHLON II	SUPPLIES FOR BASEBALL: CAPS, BASEBALLS	3,818.00
11	528	09/25/2025	1928	ORIENTAL TRADING COMPANY	RED RIBBON WEEK SUPPLIES	70.11
11	529	09/25/2025	11390	NIMCO, INC.	RED RIBBON WEEK	179.88
11	530	09/26/2025	2076	SCHOLASTIC BOOK FAIRS	AR REWARDS FOR STUDENTS	200.00
11	531	09/26/2025	81904	LINDSEY DERRY	REIMBURSEMENT FOR DAYCARE CONTINUED EDUCATION	200.00
11	532	09/26/2025	1847	OKLAHOMA ARTS INSTITUTE	REGISTRATION FOR FALL INSTITUTE M. GRANGER	280.00
11	533	09/29/2025	11804	INTERNATIONAL BILINGUAL EDUCATION	REGISTRATION FOR V AGUINAGA	495.00
11	534	09/29/2025	11805	TESOL	REGISTRATION FOR V AGUINAGA	395.00
11	535	09/29/2025	1849	OKLAHOMA ASSOCIATION FOR BILINGUAL	REGISTRATION FOR V AGUINAGA	45.00
11	536	09/29/2025	11532	HOTEL AND MISC.	HOTEL FOR AGUINAGA FEB 11-23, 2026	551.00

## Encumbrance Register

Options: Year: 2025-2026, Date Range: 9/12/2025 - 10/9/2025, Fund(s): GENERAL FUND

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	537	09/29/2025	11532	HOTEL AND MISC.	HOTEL FOR AGUINAGA MARCH 24-26, 2026	551.00
11	538	09/29/2025	81967	VERONICA AGUINAGA	REIMBURSEMENT FOR TRAVEL	582.00
11	539	09/29/2025	11659	SOUTHWEST AIRLINES	FIGHTS FOR V AGUINAGA	1,240.00
11	540	09/29/2025	2167	SWOSU FOOD SERVICE	GEAR UP 8TH GRADE SWOSU VISIT STUDENT MEALS	1,360.00
11	541	09/29/2025	11564	WALMART SUPERCENTER	SUPPLIES FOR MCKINNEY VENTO STUDENTS	600.00
11	542	09/29/2025	81980	NICKI SUE WATSON	REIMBURSEMENT FOR BACKGROUND CHECK	53.25
11	543	09/29/2025	1090	AMAZON CAPITAL SERVICES	SUPPLIES FOR BAND	95.57
11	544	09/30/2025	11809	KAREN HOOVER	REIMBURSEMENT FOR BACKGROUND CHECK	58.25
11	545	09/30/2025	11810	W W MANUFACTURING CO INC	DIGITAL SCALES FOR THE AG BARN	1,300.00
11	546	09/30/2025	11811	CAYDANCE WOTRING	REIMBURSEMENT FOR BACKGROUND CHECK	58.25
11	547	09/30/2025	81933	JESSICA LITCKE	REIMBURSEMENT FOR BACKGROUND CHECK	58.25
11	548	09/30/2025	1090	AMAZON CAPITAL SERVICES	SUPPLIES FOR REDS	98.63
11	549	09/30/2025	11337	DIDAX EDUCATIONAL RESOURCES INC	SUPPLIES FOR SOUTHWEST 3RD GRADE	159.72
11	550	10/01/2025	1090	AMAZON CAPITAL SERVICES	SUPPLIES FOR MCKINNEY VENTO STUDENT	75.00
11	551	10/01/2025	1405	DEMCO, INC.	MEDIA CENTER SUPPLIES	37.34
11	552	10/02/2025	1467	FCCLA, INC.	MEMBERSHIP AND AFFILIATION FEES	900.00
11	553	10/02/2025	11113	SUTHERLAND LUMBER & HOME CENTER INC	FRAMING AND BUILDING EQUIPMENT FOR BASKETBALL	123.84
11	554	10/02/2025	1090	AMAZON CAPITAL SERVICES	SUPPLIES FOR BAND	68.97
11	555	10/02/2025	1090	AMAZON CAPITAL SERVICES	RED RIBBON WEEK REWARDS	143.00
11	556	10/03/2025	11642	UBIQUITI/ARVEST	MOUNTS FOR TECH FOR THE NEW CMS	500.00
11	557	10/06/2025	11824	CONSCIOUS DISCIPLINE	REGISTRATION FOR NATASHA JEFFERSON TO BRAIN READY	699.00
11	558	10/06/2025	11519	MEALS AND MISC.	EXPENSES FOR N JEFFERSON NOVEMBER 11-12, 2025	120.00
11	559	10/08/2025	1965	PERMA-BOUND	BOOKS FOR CMS LIBRARY	515.87
11	560	10/08/2025	1249	BURROWS PRO AUDIO, LLC	FOOTBALL FIELD AUDIO REPAIRS	4,000.00
11	561	10/08/2025	1964	PERMA BOUND BOOKS	BOOKS FOR CHS LIBRARY	802.30
11	562	10/08/2025	1090	AMAZON CAPITAL SERVICES	BOOKS FOR CHS LIBRARY	215.00
11	563	10/09/2025	2506	KEANON SIMON	BASEBALL LIP REMOVAL AND SAND	2,900.00
11	564	10/09/2025	11113	SUTHERLAND LUMBER & HOME CENTER INC	WASHING MACHINE FOR SOUTHWEST SPED	599.00
11	565	10/09/2025	1943	OSU BURSAR'S OFFICE	ROOM AND BOARD FOR SPECIAL OLYMPICS	1,584.00
11	566	10/09/2025	2450	CLINTON P.T.O.	SPIRIT SHIRTS FOR NATIVE STUDENTS	200.00

**Encumbrance Register**

**Options:** Year: 2025-2026, Date Range: 9/12/2025 - 10/9/2025, Fund(s): GENERAL FUND

<b>Fund</b>	<b>PO No</b>	<b>Date</b>	<b>Vendor No</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
11	567	10/09/2025	11386	SOUTHWEST ELEMENTARY SCHOOL	CHOIR TSHIRT FOR NATAVE STUDENT	36.00
<b>Non-Payroll Total:</b>						<b>\$105,794.68</b>
<b>Payroll Total:</b>						<b>\$120,504.91</b>
<b>Balance Forward:</b>						<b>\$19,889,249.52</b>
<b>Report Total:</b>						<b>\$20,115,549.11</b>

**Encumbrance Register**

**Options:** Year: 2025-2026, Date Range: 9/12/2025 - 10/9/2025, Fund(s): BUILDING FUND

<b>Fund</b>	<b>PO No</b>	<b>Date</b>	<b>Vendor No</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
21	16	09/17/2025	2124	SOONER TECHNOLOGY	CLASSROOM AUDIO FOR NEW CMS	2,157.03
21	17	09/23/2025	11113	SUTHERLAND LUMBER & HOME CENTER INC	BAD BOY 48" MOWER	4,179.00

<b>Non-Payroll Total:</b>	<b>\$6,336.03</b>
<b>Payroll Total:</b>	<b>\$0.00</b>
<b>Balance Forward:</b>	<b>\$1,144,182.26</b>
<b>Report Total:</b>	<b>\$1,150,518.29</b>

# CLINTON PUBLIC SCHOOLS

## Encumbrance Register

**Options:** Year: 2025-2026, Date Range: 7/1/2025 - 10/9/2025, Fund(s): BOND FUND

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
31	1	07/01/2025	10087	BANK OF OKLAHOMA, N.A.	LEASE PURCHASE ACQUISITION PAYMENT AND RENT	1,911,500.00
<b>Non-Payroll Total:</b>						<b>\$1,911,500.00</b>
<b>Payroll Total:</b>						<b>\$0.00</b>
<b>Balance Forward:</b>						<b>\$0.00</b>
<b>Report Total:</b>						<b>\$1,911,500.00</b>

**CLINTON PUBLIC SCHOOLS**

**Encumbrance Register**

**Options:** Year: 2025-2026, Date Range: 7/1/2025 - 10/9/2025, Fund(s): SINKING FUND

<b>Fund</b>	<b>PO No</b>	<b>Date</b>	<b>Vendor No</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
41	1	09/15/2025	10087	BANK OF OKLAHOMA, N.A.	LEASE PURCHASE ACQUISITION PAYMENT	1,911,500.00
<b>Non-Payroll Total:</b>						<b>\$1,911,500.00</b>
<b>Payroll Total:</b>						<b>\$0.00</b>
<b>Balance Forward:</b>						<b>\$0.00</b>
<b>Report Total:</b>						<b>\$1,911,500.00</b>

**Encumbrance Register**

**Options:** Year: 2025-2026, Date Range: 9/12/2025 - 10/9/2025, Fund(s): CHILD NUTRITION PROGRAMS FUND

<b>Fund</b>	<b>PO No</b>	<b>Date</b>	<b>Vendor No</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
22	15	07/01/2025	1926	OPAA! FOOD MANAGEMENT, INC.	MEALS SERVED AT CLINTON SCHOOLS AUGUST 2025	-6,117.43
22	20	08/05/2025	1144	ARCTIC FOOD EQUIPMENT	SERVING CARTS FOR CHS	-30.00
22	24	10/09/2025	1926	OPAA! FOOD MANAGEMENT, INC.	MEALS SERVED AT CPS FOR OCTOBER 2025	145,000.00
<b>Non-Payroll Total:</b>						<b>\$138,852.57</b>
<b>Payroll Total:</b>						<b>\$1,024.61</b>
<b>Balance Forward:</b>						<b>\$1,559,688.14</b>
<b>Report Total:</b>						<b>\$1,699,565.32</b>

## CLINTON PUBLIC SCHOOLS

## Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 9/1/2025 - 9/30/2025

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
000 NONCATEGORICAL FUNDS	\$1,098.67	\$613.30	\$0.00	\$0.00	\$1,711.97	\$0.00	\$1,711.97
801 CHS ATHLETICS	\$42,866.46	\$17,255.75	\$0.00	\$6,454.90	\$53,667.31	\$15,799.84	\$37,867.47
802 CMS ATHLETICS	\$7,958.60	\$2,221.00	\$0.00	\$5,762.24	\$4,417.36	\$764.78	\$3,652.58
803 CMS BAND	\$8,898.05	\$9,131.00	\$0.00	\$0.00	\$18,029.05	\$2,417.90	\$15,611.15
806 CMS NEWSPAPER/ANNUAL	\$3,856.54	\$270.00	\$0.00	\$1,425.86	\$2,700.68	\$0.00	\$2,700.68
809 CMS VOCAL MUSIC	\$4,960.03	\$444.00	\$0.00	\$1,037.00	\$4,367.03	\$0.00	\$4,367.03
811 TECHNOLOGY EDUCATION	\$1,306.64	\$47.00	\$0.00	\$450.00	\$903.64	\$200.00	\$703.64
813 CMS ART	\$112.24	\$0.00	\$0.00	\$112.00	\$0.24	\$0.00	\$0.24
842 CHS YEARBOOK	\$1,476.87	\$335.00	\$0.00	\$250.67	\$1,561.20	\$784.29	\$776.91
843 CHS ART	\$121.99	\$0.00	\$0.00	\$0.00	\$121.99	\$95.00	\$26.99
845 CHS BAND	\$13,583.10	\$2,759.00	\$0.00	\$6,500.00	\$9,842.10	\$250.00	\$9,592.10
849 CHS DECA (BROADCAST)	\$1,968.44	\$1,000.00	\$0.00	\$0.00	\$2,968.44	\$300.00	\$2,668.44
852 CHS FFA	\$20,389.14	\$10,300.00	\$0.00	\$19,420.87	\$11,268.27	\$2,885.00	\$8,383.27
853 CHS FCCLA	\$7,550.90	\$70.00	\$0.00	\$100.00	\$7,520.90	\$900.00	\$6,620.90
857 CHS LEGAL TEAM	\$3,049.27	\$0.00	\$0.00	\$0.00	\$3,049.27	\$0.00	\$3,049.27
858 CHS NEWSPAPER	\$9.80	\$0.00	\$0.00	\$0.00	\$9.80	\$0.00	\$9.80
864 CHS VOCAL MUSIC	\$12,196.20	\$428.00	\$0.00	\$1,049.00	\$11,575.20	\$760.00	\$10,815.20
902 CPSF GRANTS	\$6,967.68	\$33,218.00	\$0.00	\$0.00	\$40,185.68	\$9,853.22	\$30,332.46
903 INTEREST	\$37,288.62	\$1,956.65	\$0.00	\$723.98	\$38,521.29	\$10,881.10	\$27,640.19
906 PETTY CASH	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	\$0.00	\$200.00
907 SPECIAL OLYMPICS	\$133.46	\$0.00	\$0.00	\$0.00	\$133.46	\$0.00	\$133.46
908 GIFTS & REWARDS	\$25,881.66	\$6,602.35	\$0.00	\$406.09	\$32,077.92	\$6,793.69	\$25,284.23
909 INDIAN EDUCATION/NATIVE AMERICAN CLUB	\$3.50	\$0.00	\$0.00	\$0.00	\$3.50	\$0.00	\$3.50
911 NANCE ELEMENTARY	\$38,095.53	\$1,427.25	\$0.00	\$783.74	\$38,739.04	\$8,049.35	\$30,689.69
912 NANCE TEACHER FUND	\$1,495.21	\$40.00	\$0.00	\$0.00	\$1,535.21	\$840.00	\$695.21
913 WASHINGTON ELEMENTARY	\$9,010.89	\$1,345.55	\$0.00	\$687.53	\$9,668.91	\$6,316.21	\$3,352.70
914 WES TEACHER FUND	\$1,078.92	\$0.00	\$0.00	\$0.00	\$1,078.92	\$0.00	\$1,078.92
916 SOUTHWEST ELEMENTARY	\$19,450.11	\$924.50	\$0.00	\$463.67	\$19,910.94	\$6,379.91	\$13,531.03
917 CMS ACADEMICS	\$1,732.98	\$0.00	\$0.00	\$0.00	\$1,732.98	\$564.00	\$1,168.98
918 SOUTHWEST TEACHER FUND	\$905.79	\$105.00	\$0.00	\$138.48	\$872.31	\$224.99	\$647.32
921 CMS TEACHER FUND	\$698.95	\$140.00	\$0.00	\$104.96	\$733.99	\$97.09	\$636.90
922 CMS GENERAL ACTIVITY	\$5,176.90	\$2,338.00	\$0.00	\$1,295.73	\$6,219.17	\$2,184.49	\$4,034.68
926 CMS STUDENT COUNCIL	\$1,522.59	\$0.00	\$0.00	\$0.00	\$1,522.59	\$0.00	\$1,522.59
930 CMS FOOD BANK	\$5,386.00	\$0.00	\$0.00	\$0.00	\$5,386.00	\$0.00	\$5,386.00
931 CMS CHEERLEADERS	\$9,381.74	\$2,157.00	\$0.00	\$2,718.50	\$8,820.24	\$1,600.00	\$7,220.24
934 CLINTON SCHOOLS ARCHERY	\$1,444.58	\$4,452.00	\$0.00	\$236.64	\$5,659.94	\$2,323.31	\$3,336.63
938 TINY TORNADOES DAYCARE	\$14,210.40	\$8,550.00	\$0.00	\$0.00	\$22,760.40	\$0.00	\$22,760.40
939 HOLIDAY FEED ACCT	\$3,732.81	\$0.00	\$0.00	\$0.00	\$3,732.81	\$1,000.00	\$2,732.81
940 NATIONAL HONOR SOCIETY	\$1,286.09	\$40.00	\$0.00	\$0.00	\$1,326.09	\$0.00	\$1,326.09
941 LITERARY CLUB	\$868.03	\$0.00	\$0.00	\$127.33	\$740.70	\$0.00	\$740.70
946 CHS COMMONS	\$2,912.10	\$0.00	\$0.00	\$0.00	\$2,912.10	\$0.00	\$2,912.10
947 CHS GENERAL ACTIVITY	\$16,996.00	\$344.28	\$0.00	\$724.49	\$16,615.79	\$4,550.30	\$12,065.49
948 CHS TEACHER FUND	\$740.58	\$75.00	\$0.00	\$74.81	\$740.77	\$76.30	\$664.47
950 CHS POM	\$4,604.52	\$2,548.00	\$0.00	\$1,367.40	\$5,785.12	\$1,939.82	\$3,845.30
951 CHS WEIGHT ROOM	\$16.70	\$0.00	\$0.00	\$0.00	\$16.70	\$0.00	\$16.70
952 D.A.R.E.	\$5.94	\$0.00	\$0.00	\$0.00	\$5.94	\$0.00	\$5.94
954 CHS FOOD PANTRY	\$222.84	\$0.00	\$0.00	\$0.00	\$222.84	\$0.00	\$222.84
956 CHS SCIENCE CLUB	\$5,233.13	\$0.00	\$0.00	\$0.00	\$5,233.13	\$0.00	\$5,233.13
959 CHS CHEERLEADERS	\$4,943.40	\$3,447.00	\$0.00	\$0.00	\$8,390.40	\$1,075.00	\$7,315.40
961 CHS CRAFTING CLUB	\$220.00	\$0.00	\$0.00	\$0.00	\$220.00	\$0.00	\$220.00
963 CHS STUDENT COUNCIL	\$4,421.30	\$63.50	\$0.00	\$318.18	\$4,166.62	\$0.00	\$4,166.62
965 CHS BPA	\$984.30	\$0.00	\$0.00	\$0.00	\$984.30	\$895.00	\$89.30
966 KEY CLUB	\$2,066.03	\$2,189.08	\$0.00	\$77.58	\$4,177.53	\$1,841.50	\$2,336.03
967 CMS WHIRLWIND BOOSTER CLUB	\$6,723.57	\$1,308.00	\$0.00	\$2,072.24	\$5,959.33	\$5,189.86	\$769.47
969 CLINTON WRESTLING BOOSTER CLUB	\$38,828.60	\$0.00	\$0.00	\$650.00	\$38,178.60	\$2,800.00	\$35,378.60
970 CHS FOOTBALL BOOSTER CLUB	\$92,508.22	\$3,954.00	\$0.00	\$7,175.91	\$89,286.31	\$19,639.90	\$69,646.41
971 CHS BASEBALL BOOSTER CLUB	\$22,244.36	\$850.00	\$0.00	\$0.00	\$23,094.36	\$2,683.50	\$20,410.86

# CLINTON PUBLIC SCHOOLS

## Revenue/Expenditure Summary

**Options:** Fund: 60, Date Range: 9/1/2025 - 9/30/2025

	<b>Begin Balance</b>	<b>Receipts</b>	<b>Adjusting Entries</b>	<b>Payments</b>	<b>Cash End Balance</b>	<b>Unpaid POs</b>	<b>End Balance</b>
972 CHS BASKETBALL BOOSTER CLUB	\$19,997.87	\$10,570.08	\$0.00	\$2,479.52	\$28,088.43	\$8,959.96	\$19,128.47
973 CHS SOFTBALL BOOSTER CLUB	\$15,381.81	\$2,788.75	\$0.00	\$1,833.07	\$16,337.49	\$5,483.39	\$10,854.10
974 CHS VOLLEYBALL BOOSTER CLUB	\$16,936.72	\$2,019.54	\$0.00	\$2,201.75	\$16,754.51	\$9,066.03	\$7,688.48
975 CHS SOCCER BOOSTER CLUB	\$35,400.03	\$0.00	\$0.00	\$0.00	\$35,400.03	\$0.00	\$35,400.03
976 CLINTON BAND BOOSTER CLUB	\$8,872.69	\$2,625.30	\$0.00	\$1,068.40	\$10,429.59	\$846.47	\$9,583.12
977 CHS TENNIS BOOSTER CLUB	\$2,235.60	\$0.00	\$0.00	\$0.00	\$2,235.60	\$0.00	\$2,235.60
978 CHS TRACK BOOSTER CLUB	\$6,958.39	\$0.00	\$0.00	\$0.00	\$6,958.39	\$3,910.00	\$3,048.39
979 CHS GOLF BOOSTER CLUB	\$11,736.96	\$0.00	\$0.00	\$0.00	\$11,736.96	\$0.00	\$11,736.96
980 CHS BASEBALL BOOSTER TRIP	\$814.94	\$0.00	\$0.00	\$0.00	\$814.94	\$0.00	\$814.94
984 CLASS OF 2026/JUNIOR	\$2,380.18	\$0.00	\$0.00	\$0.00	\$2,380.18	\$0.00	\$2,380.18
987 CMS GIRLS BASKETBALL BOOSTER CLUB	\$1,400.02	\$7,130.00	\$0.00	\$0.00	\$8,530.02	\$209.46	\$8,320.56
988 ELEM. YEARBOOK ACCT	\$960.04	\$140.00	\$0.00	\$0.00	\$1,100.04	\$0.00	\$1,100.04
989 CHS SLOW PITCH SOFTBALL	\$323.19	\$0.00	\$0.00	\$0.00	\$323.19	\$0.00	\$323.19
990 CLINTON E-SPORTS	\$966.66	\$0.00	\$0.00	\$0.00	\$966.66	\$200.00	\$766.66
991 CPS MEMORIAL FUND	\$875.70	\$0.00	\$0.00	\$0.00	\$875.70	\$0.00	\$875.70
992 CLINTON CLASS OF 2028 BOOSTER CLUB	\$1,937.25	\$0.00	\$0.00	\$0.00	\$1,937.25	\$0.00	\$1,937.25
993 CLINTON CLASS OF 2030 BOOSTER CLUB	\$2,466.00	\$0.00	\$0.00	\$0.00	\$2,466.00	\$0.00	\$2,466.00
994 CLINTON CLASS OF 2031 BOOSTER CLUB	\$1,604.50	\$0.00	\$0.00	\$0.00	\$1,604.50	\$0.00	\$1,604.50
995 CLINTON CLASS OF 2023 BOOSTER CLUB	\$1,813.83	\$0.00	\$0.00	\$0.00	\$1,813.83	\$0.00	\$1,813.83
996 CLINTON CLASS OF 2026 BOOSTER CLUB	\$490.65	\$1,600.00	\$0.00	\$500.00	\$1,590.65	\$0.00	\$1,590.65
997 CLINTON CLASS OF 2027 BOOSTER CLUB	\$2,520.00	\$0.00	\$0.00	\$0.00	\$2,520.00	\$660.00	\$1,860.00
998 CLINTON CLASS OF 2029 BOOSTER CLUB	\$1,215.50	\$0.00	\$0.00	\$0.00	\$1,215.50	\$0.00	\$1,215.50
<b>Total</b>	<b>\$658,315.50</b>	<b>\$149,822.88</b>	<b>\$0.00</b>	<b>\$70,792.54</b>	<b>\$737,345.84</b>	<b>\$152,290.66</b>	<b>\$585,055.18</b>

	DESCRIPTION	TOTAL ALL FUNDS	BOND 31	BOND 32	SINKING	GENERAL	BLDG	CNP	OB&T	BANK BAL
SEPT 2025	Beg Bal 24-25	\$15,105.18				\$12,687.16		\$2,418.02	\$15,105.18	
	Beg Bal 25-26	\$10,290,795.83	\$2,038,481.15	\$1,121,937.89	\$288,497.50	\$3,694,333.40	\$2,334,606.05	\$812,939.84	\$10,290,795.83	
		\$10,305,901.01	\$2,038,481.15	\$1,121,937.89	\$288,497.50	\$3,707,020.56	\$2,334,606.05	\$815,357.86	\$10,305,901.01	\$10,305,899.02
			\$337.20	\$2,790.90	\$765.90	\$16,825.26	\$5,477.10	\$2,527.20	\$28,723.56	
						\$66.76			\$66.76	
									\$0.00	
									\$0.00	
					\$6,071.03	\$1,270,628.35	\$922.89	\$213,987.74	\$1,491,610.01	
	TOTAL DEPOSITS									
			\$337.20	\$2,790.90	\$6,836.93	\$1,287,520.37	\$6,399.99	\$216,514.94	\$1,520,400.33	
										\$1,520,400.33
DATE	DESCRIPTION	TOTAL ALL FUNDS	BOND 31	BOND 32	SINKING	GENERAL	BLDG	CNP	OB&T	
Yr 6									\$0.00	
			\$1,911,500.00	\$70,689.42		\$1,654,880.70	\$272,409.00	\$75,628.75	\$3,985,107.87	
			\$1,911,500.00	\$70,689.42	\$0.00	\$1,654,880.70	\$272,409.00	\$75,628.75	\$3,985,107.87	
DATE	DESCRIPTION	TOTAL ALL FUNDS	BOND 31	BOND 32	SINKING	GENERAL	BUILDING	CNP	OB&T	
Yr 5									\$0.00	
						\$5,012.91		\$1,723.02	\$6,735.93	
			\$0.00	\$0.00	\$0.00	\$5,012.91	\$0.00	\$1,723.02		\$3,991,843.80
DATE	DESCRIPTION	TOTAL ALL FUNDS	BOND 31	BOND 32	SINKING	GENERAL	BUILDING	CNP	OB&T	TOTAL
	EXPENDITURES 24	\$6,735.93	\$0.00	\$0.00	\$0.00	\$5,012.91	\$0.00	\$1,723.02	\$6,735.93	
	EXPENDITURES 25	\$3,914,418.45	\$1,911,500.00	\$70,689.42	\$0.00	\$1,654,880.70	\$272,409.00	\$75,628.75	\$2,002,918.45	
	FUND BALANCE 24	\$8,369.25	\$0.00	\$0.00	\$0.00	\$7,674.25	\$0.00	\$695.00	\$8,369.25	
	FUND BALANCE 25	\$7,826,088.29	\$127,318.35	\$1,054,039.37	\$295,334.43	\$3,326,973.07	\$2,068,597.04	\$953,826.03	\$7,826,088.29	
	TOTALS	\$7,834,457.54	\$127,318.35	\$1,054,039.37	\$295,334.43	\$3,334,647.32	\$2,068,597.04	\$954,521.03	\$7,834,457.54	\$7,834,455.55

# CLINTON PUBLIC SCHOOLS

## Receipt Register

**Options:** Fund: Governmental Funds, Show Detail: Yes, Date Range: 9/1/2025 - 9/30/2025, Account: All, Status: All

Receipt No	Date		Received From			Prg	Unit	Amount	Status
	Year	Fund	Acct Type	Acct No	Prj			Amount	
32	9/4/2025		SALE OF EQUIPMENT					\$60.00	Posted
	2026	11	AR	1440	000	000	050	\$60.00	
							2026 11 Total	\$60.00	
33	9/4/2025		MIN RYLTS & LEASE REVENUE					\$114.72	Posted
	2026	11	AR	1660	000	000	050	\$114.72	
							2026 11 Total	\$114.72	
34	9/8/2025		CUSTER COUNTY					\$19,031.70	Posted
	2026	11	AR	2100	000	000	050	\$862.70	
	2026	11	AR	1120	000	000	050	\$5,686.74	
	2026	11	AR	1310	000	000	050	\$71.62	
	2026	11	AR	2200	000	000	050	\$6,246.95	
	2026	11	AR	3150	000	000	050	\$38.15	
							2026 11 Total	\$12,906.16	
	2026	21	AR	1120	000	000	050	\$812.84	
							2026 21 Total	\$812.84	
	2026	41	AR	1120	000	000	050	\$5,312.70	
							2026 41 Total	\$5,312.70	
35	9/8/2025		WASHITA COUNTY					\$1,639.65	Posted
	2026	11	AR	1120	000	000	050	\$770.97	
	2026	11	AR	1310	000	000	050	\$0.30	
							2026 11 Total	\$771.27	
	2026	21	AR	1120	000	000	050	\$110.05	
							2026 21 Total	\$110.05	
	2026	41	AR	1120	000	000	050	\$758.33	
							2026 41 Total	\$758.33	
36	9/9/2025		OKLAHOMA TAX COMMISSION					\$136,802.70	Posted
	2026	11	AR	3110	000	000	050	\$52,138.54	
	2026	11	AR	3130	000	000	050	\$11,004.95	
	2026	11	AR	3120	000	000	050	\$73,659.21	
							2026 11 Total	\$136,802.70	
37	9/11/2025		DONATIONS FROM PRIVATE					\$600.00	Posted
	2026	11	AR	1610	000	000	050	\$600.00	
							2026 11 Total	\$600.00	
38	9/11/2025		OKLAHOMA SDE					\$1,080,878.49	Posted
	2026	11	AR	3250	331	000	050	\$978.73	
	2026	11	AR	3440	317	000	050	\$3,217.50	
	2026	11	AR	3420	333	000	050	\$11,444.38	
	2026	11	AR	3250	334	000	050	\$116,824.68	
	2026	11	AR	3250	335	000	050	\$65,480.96	
	2026	11	AR	3250	332	000	050	\$6,214.24	
	2026	11	AR	3210	000	000	050	\$862,447.28	
							2026 11 Total	\$1,066,607.77	
	2026	22	AR	3250	335	700	050	\$13,929.28	
	2026	22	AR	3250	332	700	050	\$341.44	

# CLINTON PUBLIC SCHOOLS

## Receipt Register

**Options:** Fund: Governmental Funds, Show Detail: Yes, Date Range: 9/1/2025 - 9/30/2025, Account: All, Status: All

Receipt No	Date		Received From				Unit	Amount	Status	
	Year	Fund	Acct Type	Acct No	Prj	Prg		Amount		
39		9/17/2025		OKLAHOMA LAND COMMISSION					\$24,680.73	Posted
	2026	11	AR	3140	000	000	050	\$24,680.73		
							2026 11 Total	\$24,680.73		
40		9/19/2025		OKLAHOMA SDE					\$190,364.52	Posted
	2026	22	AR	4720	764	700	050	\$69,807.36		
	2026	22	AR	4710	763	700	050	\$120,557.16		
							2026 22 Total	\$190,364.52		
41		9/30/2025		CARRER TECH					\$18,085.00	Posted
	2026	11	AR	3811	411	000	050	\$3,960.00		
	2026	11	AR	3812	412	000	050	\$14,125.00		
							2026 11 Total	\$18,085.00		
42		9/15/2025		LOCAL FOOD FOR SCHOOL PROGRAM					\$2,580.00	Posted
	2026	22	AR	4707	757	700	050	\$2,580.00		
							2026 22 Total	\$2,580.00		
43		9/19/2025		LOCAL FOOD FOR SCHOOL PROGRAM					\$3,225.00	Posted
	2026	22	AR	4707	757	700	050	\$3,225.00		
							2026 22 Total	\$3,225.00		
44		9/26/2025		LOCAL FOOD FOR SCHOOL PROGRAM					\$3,547.50	Posted
	2026	22	AR	4707	757	700	050	\$3,547.50		
							2026 22 Total	\$3,547.50		
45		9/5/2025		MISC REVENUE					\$10,000.00	Posted
	2026	11	AR	1590	000	000	050	\$10,000.00		
							2026 11 Total	\$10,000.00		
46		9/30/2025		OB&T INTEREST					\$28,723.56	Posted
	2026	11	AR	1310	000	000	050	\$16,825.26		
							2026 11 Total	\$16,825.26		
	2026	21	AR	1310	000	000	050	\$5,477.10		
							2026 21 Total	\$5,477.10		
	2026	22	AR	1310	000	700	050	\$2,527.20		
							2026 22 Total	\$2,527.20		
	2026	31	AR	1310	000	000	050	\$337.20		
							2026 31 Total	\$337.20		
	2026	32	AR	1310	000	000	050	\$2,790.90		
							2026 32 Total	\$2,790.90		
	2026	41	AR	1310	000	000	050	\$765.90		
							2026 41 Total	\$765.90		
47		9/30/2025		ARVEST					\$66.76	Posted
	2026	11	AR	1590	000	000	050	\$66.76		
							2026 11 Total	\$66.76		

**Year and Fund Totals:**

2026	11	\$1,287,520.37
2026	21	\$6,399.99
2026	22	\$216,514.94

# CLINTON PUBLIC SCHOOLS

## Receipt Register

**Options:** Fund: Governmental Funds, Show Detail: Yes, Date Range: 9/1/2025 - 9/30/2025, Account: All, Status: All

2026	31	\$337.20
2026	32	\$2,790.90
2026	41	\$6,836.93
<b>Total Receipts Posted =</b>		\$1,520,400.33
<b>Total Receipts Not Posted =</b>		\$0.00

# CMS and WES BOE Newsletter

## October 2025



### CMS and WES Mission:

*"We will lead and prepare our students to become the BEST version of themselves."*

All In, All Together



### **Message From Mr. Ray:**

It's hard to believe that we are at Fall Break! Our teachers and students continue to do great things. We have finished with our second Star assessment and have completed our 8th Pre ACT. We continue to challenge our teachers and students with our expectations, and they are working to ensure that we are reaching our goals.

Our fall sports are wrapping up, with our Winter sports starting. We have so many great things going on in our schools. Please feel free to come and visit anytime. Thank you for what you all do for all of our kids. As always, our mission is that **"We will lead and prepare our students to become the best version of themselves."**

**Gene Ray**

## CMS/WES VALUES

*“At CMS and WES, we value respect, responsibility, and resilience. We are committed to academic excellence, personal growth, and fostering a safe and inclusive environment where students, staff, and families work together to support every learner’s success.”*



## CMS/WES VISION

*“Empowering every student to achieve excellence through a dedicated staff, supportive community, and a culture of high expectations, collaboration, and lifelong learning.”*



## Goal Area #1: Student Achievement



CMS and WES have completed their final STAR tests. Students continue to show progress, and at WES, 17 students have moved out of the below-basic level.

Our 8th-grade students will take the Pre-ACT on **October 8th**. We are excited to see their results and celebrate their academic progress!

## Washington Character Champions



## Washington Elementary-

Congratulations to our WES Character Champions!

WES/CMS Lana Nix wrote a grant to the Clinton Public School Foundation for this outstanding program.

Each month, homeroom teachers focus on a character word and nominate a student who best shows that trait—not just by learning about it, but by living it out. September’s word was “Hardworking,” and these students truly set the example in their classrooms.

Dandi Gilchrist, Credit Analyst for Farm Credit, served lunch to our champions and encouraged our students by sharing about the value of hard work. A huge thank you to Farm Credit of Western Oklahoma for sponsoring lunch for our Champions!

In October, our focus will shift to “Dependable.” We can’t wait to see which students rise to the challenge!

We are so proud of our Tornadoes, who are growing in character each day.

(Posted on Clinton Public Schools by Tracy McCullough)



Goal Area #2:  
Curriculum and Instruction 

**STUCO SCOOP**

Washington and CMS Student Council helped celebrate National School Lunch Week, October 13–17. Students enjoyed lunch with Nance and Southwest students as they celebrated “Taste the World: Your School Lunch Passport.”



WES STUCO enjoyed their Nutrition Advisory Council (NAC) meeting with our OPPAA! Food Service making Pizza.



## CMS Vocal Music

### CONGRATULATIONS CMS WOCDA HONOR CHOIR MEMBERS

#### JUNIOR HIGH

Brinlee Baker  
Jewls Barajas  
Aryanna Bland  
Elliott Burnam  
Taylor Collins  
Quincy Matlock  
Hannah Miller  
Cayden Panana  
Sydnee Pugh  
Ryker Ronayne  
Riley Staten





Students who auditioned for the Southwest Oklahoma All-Region Honor Choir.

## Clinton Middle School Band



The **Whirlwinds 8th-Grade Band** proudly represented **Clinton Public Schools** at the **State Fair Marching Contest** on Monday. Their hard work and dedication paid off as they earned impressive results — **2nd place in Jr./Mid-High Band**, **2nd place in Color Guard**, and **3rd place in Drumline**.

We are proud of our talented students and directors for showcasing school spirit and musical excellence at the state level!

Goal Area #3  
Personnel



**Mrs. Duerksen Recognized State-Wide**



Goal Area #4:  
Community School  
Engagement 

**Custer County Conflict Food Drive**



WES Student Council organized the Custer County Food Drive at Washington.



CMS Cheer organized the Custer County Food Drive at Clinton Middle School.

**Parent/Teacher Student-Led Conferences**



Washington and CMS hosted Parent/Teacher Student-Led Conferences on October 2nd and 7th. The conferences were a wonderful success and provided a great opportunity for students to share their progress and goals with their families.



# Upcoming Events

**CLINTON** **WASHINGTON**  
MIDDLE SCHOOL ELEMENTARY

## Clinton Public Schools

**September 15-** CMS Softball @ Weatherford

**October 14 - No School in Lieu of Parent-Teacher Conferences**

**October 21- CMS Football vs Altus- Home 5:00 pm**

**October 22-** New Teacher Cohort 12:00 PM

**October 27-** CHS & CMS Esports (Smash Bros)

**October 28-** CMS Football @ Elk City 5:00 pm

**October 31-** Homecoming Parade 3:30

**November 1-** CHS & CMS Archery @ McCloud Halloween Tournament

**November 8-** CHS & CMS Archery @ North Rock Creek Veterans Day Shoot

**November 10-** 7th/8th Girls Basketball @ Elk City- 5:30

7th/8th/9th Boys Basketball vs Elk City- HOME 5:30

**November 20-22-** 7th/8th Basketball Clinton Tournament

**November 22-** CHS & CMS Archery @ Edmond Santa Fe Tournament

**November 24-28- Thanksgiving Break - No School**

**"It's a GREAT day to be a RED TORNADO!"**

**Schedules and Resources**

**All In, All Together** 

# District Calendar

2025-2026

## Clinton Public Schools



### Academic Calendar

- Inservice / No School
- No School
- Start/End 9 Weeks
- New Teacher Inservice

July 2025						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2025						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

September 2025						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2025						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2025						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December 2025						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

July 16-17	CPS Enrollment
July 28-30	New Teacher Inservice
July 30-Aug. 4	Teacher Inservice
Aug. 5	Classes Start
Sept. 1	Labor Day - No School
Sept. 22	Teacher Inservice - No School
Oct. 3	End of 1st 9 weeks
Oct. 13	No School in Lieu of PTC Day
Oct. 14-17	Fall Break
Nov. 24-28	Thanksgiving Break
Dec. 18	End of 1st Semester
Dec. 19	Teacher Inservice - No School
Dec. 22 - Jan 2	Winter Break
Jan. 5	Teacher Inservice - No School
Jan. 6	Classes Start
Jan. 19	Martin Luther King Day-No School
Feb. 2	Teacher Inservice-No School
Feb. 16	No School in Lieu of PTC Day
March 6	End of 3rd 9 weeks
March 16-20	Spring Break
April 3	Good Friday - No School
May 14	Last Day of Classes
May 15	Teacher Inservice/Graduation



\*The Clinton BOE has adopted a school year based on hours of instruction\*

Clinton Public Schools  
580-323-1800

Clinton High School  
580-323-1230

Clinton Middle School  
580-323-4228

Washington Elementary  
580-323-0311

January 2026						
Su	Mo	Tu	We	Th	Fr	Sa
4	5	6	7	8	9	10
11	12	13	14	15	16	17
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2026						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2026						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2026						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2026						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2026						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Southwest Elementary  
580-323-1290

Nance Elementary  
580-323-0260

*It's a great day to be a Red Tornado!*

# GENE RAY

WASHINGTON ELEMENTARY PRINCIPAL  
CLINTON MIDDLE SCHOOL PRINCIPAL  
HEAD MENS SOCCER COACH CLINTON HIGH SCHOOL



📞 WASHINGTON - 580-323-0311  
📞 CMS - 580-323-4226  
✉️ GENE.RAY@CP5REDS.ORG  
🌐 CLINTONOKSCHOOLS.ORG  
📍 PO BOX 729  
CLINTON, OK 73601



**Tanner Wheeler- *Assistant Principal***

**John Fowler- *Counselor***

**Lana Nix- *Counselor***

# Southwest

*Together we grow, together we shine*

- SES received a donation of furniture to start our Southwest Reading Room!
- 2<sup>nd</sup> and 5<sup>th</sup> grade met their SMART goals for our September STAR testing.
- All grade levels are creating new goals for the next round of testing in December.
- Southwest received 9 CPSF grants!
- 2<sup>nd</sup> grade field trip to Haystack in Elk City.
- Southwest won the CPSF Taco lunch for the 5<sup>th</sup> year in a row!
- Southwest students who met their reading goal will go bowling after Fall Break!
- DARE has started for 5<sup>th</sup> grade and is going well. Our SROs do an amazing job!



# NANCE



*“Meeting Students Where They Are,  
Helping Them Grow”*

## *What’s Happening?*

- Oct. 8 – Fire Dept. to teach fire safety
- October 10 – Grandparents Day (1:00)
- Oct. 24 – Teacher Check-in
- Oct. 27-31 – Red Ribbon /Homecoming Week

## *Family/ Community Engagement*

- Parent Teacher Conferences were held 9/18 and 9/23
- Softball, Pom Squad, and volleyball were present at morning drop off to greet students



## *Data/Goals*

- Overall 94% attendance for the month of September.
- Received \$60,763.93 in a grant from OPSR to focus on school readiness, community resources for families, and building a sensory room.



# NANCE



*“Meeting Students Where They Are,  
Helping Them Grow”*

## **Collective Commitments**

- We recognize and respect each child's unique background, strengths, and needs.
- We provide differentiated support so every student can grow and succeed.
- We attend to students' academic, social, emotional, and physical well-being.
- We create joyful learning experiences that encourage curiosity and confidence.
- We commit to building classrooms and common spaces where students feel safe, welcomed, and valued.
- We use positive behavior supports and model respect in all interactions.
- We communicate openly and regularly with families.
- We invite and encourage families to participate in their child's learning journey.
- We model honesty, kindness, respect, and responsibility in all we do.
- We teach and celebrate positive character traits daily.
- We provide opportunities for students to lead, collaborate, and problem-solve.
- We encourage service, teamwork, and pride in being part of the community.
- We maintain high expectations for all while supporting continuous growth.
- We work together as a team of educators, students, and families to reflect, improve, and celebrate success.

## **Mission**

Our mission is to meet every student where they are and nurture the whole child through a safe, fun, and high-quality learning environment. We partner with families to provide meaningful learning experiences, build strong character, and empower students to grow, succeed, and contribute to a stronger community.

## **Vision**

At Nance Elementary, we envision a thriving community where every child feels safe, supported, and inspired to become a lifelong learner.



# CHS Board Report October, 2025



## CHS MISSION

We are here to give all students a safe, positive learning environment founded on self-discipline and determination that will prepare students to be productive adults who make meaningful contributions to their communities.

## CHS VISION

We believe that all faculty, staff, and students can learn at high levels, and that learning is our fundamental purpose.

- We focus on learning
- We work collaboratively
- We learn through our results

## CHS COLLECTIVE COMMITMENTS

- We will prioritize school safety for all students and staff.
- We will create an educational environment where students want to be by understanding that each student comes from life experiences that are different from their peers.
- We will celebrate diversity and cultural differences that make our school and students unique.
- We will do what is best for our students by fostering relationships with students, giving grace when needed, and encouraging student and parent involvement in the educational process.
- We will have high expectations for students and staff, focusing on learning the established academic standards in our guaranteed and viable curriculum.
- We will have clear, consistent, and fair behavioral standards for all staff and students and hold each other accountable to meet those expectations by communicating and collaborating with colleagues, students, parents, and administrators to achieve results.
- We will support high academic achievement, emotional wellbeing, and provide the resources students need.
- We will create patterns and routines that set students up for success with great leadership and follow-through.
- We will hire and support excellent staff with a high work ethic and support them in fostering student success.

## CHS BUILDINGWIDE SMART GOALS

SUBJECT AREA SPECIFIC SMART GOALS for 25-26 for:

English I English II English III English IV Algebra I Geometry Algebra II

Government Oklahoma History World History US History Physical Science Biology



Kim Duerksen was named the KWTW9 impactful teacher at Clinton Middle School and High School.



Concurrent enrollment for 2nd semester opened October 6th.



121 Seniors applied to Oklahoma colleges for free during college app week through their Senior Capstone class and GearUp partnership.



Seven sophomores and juniors took the PSAT this month in preparation for the National Merit Scholar application.



30 CHS students qualified for and performed Southwest All Region Choir in Lawton. The CHS Choir Fall Concert is Monday, November 3rd.



Band scored all 1s at the Hub City marching Contest. They also visited River Valley Nursing Home to spend some time with residents.



Special Olympic Athletes traveled to Lawton for the Regional Bowling Competition and brought home several 1<sup>st</sup> and 2<sup>nd</sup> place ribbons.



CHS teachers received six Fall grants from the Clinton Public School Foundation totaling over \$18,500.



All CHS English teachers will participate in ACT AIM training Nov 3<sup>rd</sup> & 4<sup>th</sup> to learn content area strategies for increasing student ACT English performance. Two additional teachers have already completed the training in Math and one in Reading. Several other teachers will be scheduled for this training this school year.

CHS Sophomores and Juniors now have started ACT Online Prep. This tool will help our students practice ACT style questions with relevant ACT content. These opportunities are being provided through the GearUp Grant.



September Farm Bureau Athletes of the Month are Landyn Kunsman and Audrina Trout.



% Mastery of Standards Taught to this Point					
Subject	ALL	IEP	EL	GT	
Biology	94.9	90.9	96.5	100	
Phys Sci	25.7	5.6	28.2	0	*partial data
English I	72	54.1	68.3	88.9	
English II	75.3	59.1	56.9	94.1	
English III	37.5	9.1	12.5	66.7	*partial data
English IV	73.7	60	72	66.7	
Government	76.1	71.1	74.5	96.3	
World History	84.1	75	79.6	98.3	
Geography	80.4	83.3	76.7	100	
US History	80.4	81.8	78.1	100	
Algebra I	47.1	21.1	46	54.6	*partial data
Geometry	43.4	45.5	31	57.9	*partial data
Algebra II	82.5	70.4	80	91.7	

**October Enrollment: 549**  
**WTC: 104**

**CHS: 511**  
**Concurrent: 46**

**Gold Academy: 38**  
**Advanced Placement: 57**



# AIA® Document B101® – 2017

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-third day of September in the year Two Thousand Twenty-Five  
*(In words, indicate day, month and year.)*

BETWEEN the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

Clinton Public Schools

1720 Opal Avenue  
580-323-1800

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

CWA Group

3637 West Main Street  
Norman,  
405.329.0423

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

Architect to provide complete Architectural Design services in the design of a New Press Box and Hospitality Room located on school property at 1720 Opal Avenue, Clinton, Custer County, Oklahoma.  
Architect's Project No.: 25020

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 to or deleted from the original AIA text.

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

## TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

Initial Information provided by Owner

§ 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.)*

Initial Information provided by Owner

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

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

To be determined

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

- .1 Design phase milestone dates, if any:

To be determined

- .2 Construction commencement date:  
To be determined based on Award of Contract
- .3 Substantial Completion date or dates:  
To be determined based on Award of Contract
- .4 Other milestone dates:  
To be determined based on Final Project Scope

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:  
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Competitive Bid as pursuant to the Oklahoma Competitive Bidding act of 1974..

§ 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.)*

Not Applicable

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address, and other contact information.)*

Nathan Meget, Superintendent  
Clinton Public Schools  
580-323-1800  
nathan.meget@clintonkschools.org

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:  
*(List name, address, and other contact information.)*

Joe D. Hall  
PO Box 100  
Elk City, OK 73648  
580-225-3770

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

- .1 Geotechnical Engineer:  
To be determined.
- .2 Civil Engineer:  
To be determined.

- .3 Other, if any:  
(List any other consultants and contractors retained by the Owner.)

N/A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address, and other contact information.)

Clarence Williams, AIA CEO  
Email: clarence@cwa.group, or Choon Lim, Project Manager  
Email: choon@cwa.group  
CWA Group  
3637 West Main Street  
Norman, OK 73072  
405-329-0423

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

To be determined.

- .2 Mechanical Engineer:

To be determined.

- .3 Electrical Engineer:

To be determined

§ 1.1.11.2 Consultants retained under Supplemental Services:

Not Applicable

§ 1.1.12 Other Initial Information on which the Agreement is based:

None

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) for each occurrence and Two Million Dollars and Zero Cents (\$2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) 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.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000.00 ) each accident, Five Hundred Thousand Dollars (\$ Five Hundred Thousand Dollars ) each employee, and Five Hundred Thousand Dollars (\$ 500,000.00 ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000.00 ) per claim and Two Million Dollars (\$ 2,000,000.00 ) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's

consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. Owner, at his discretion may choose to submit the Schematic Design Documents to his CM for preliminary pricing

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

#### § 3.3.2

The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

3.3.4 The Architect shall rely on all Cost of Work Estimates provided by the Owners Construction Manager. After approval of the Design Development Documents based on the Cost of Work Estimate provided by the Owner's Construction Manager, any changes or modifications to the Scope of Work shall be provided by the Architect as Additional Services.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Owner's Construction Manager shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

#### § 3.4.4

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

### § 3.5 Procurement Phase Services

#### § 3.5.1 General

The Construction Manager shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Construction Manager shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

#### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 Negotiated Proposals Not provided

### § 3.5.3.3,

## § 3.6 Construction Phase Services

### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates at the latest issuance of a Certificate of Occupancy and on review of final Application for Payment.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or

completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review the amounts due the Contractor and shall issue applications in such amounts. The Architect's application for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount reviewed. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Application for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications for Payment.

### **§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given

and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals and will neither verify their work or have any responsibility for their errors or omissions.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents if received from the Contractor; and,
- .4 review and issue a final Application for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information if received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by*

indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	*1 Architect
§ 4.1.1.2 Multiple preliminary designs	*1 Architect
§ 4.1.1.3 Measured drawings	*1 Architect
§ 4.1.1.4 Existing facilities surveys	*1 Architect
§ 4.1.1.5 Site evaluation and planning	*1 Architect
§ 4.1.1.6 Building Information Model management responsibilities	Owner
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Applicable
§ 4.1.1.8 Civil engineering	Owner
§ 4.1.1.9 Landscape design	Owner
§ 4.1.1.10 Architectural interior design	Architect (Material Finishes Only)
§ 4.1.1.11 Value analysis	Owner
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Owner
§ 4.1.1.13 On-site project representation	*1 Architect (2x Month)
§ 4.1.1.14 Conformed documents for construction	*1 Architect
§ 4.1.1.15 As-designed record drawings	*1 Architect
§ 4.1.1.16 As-constructed record drawings	Contractor
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	*1 Architect
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided

§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	Owner
§ 4.1.1.30 Other Supplemental Services	Owner
§ 4.1.1.31 Preliminary Structural Report	*2 Architect
§ 4.1.1.32 FEMA/ICC Required Third-Party Review	*3 Architect
§ 4.1.1.33 Engineering Surveying	Owner
§ 4.1.1.34 Geotechnical Engineering	Owner
§ 4.1.1.35 Food Service & Kitchen Design	Owner

#### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

\*1 - To be provided by the Architect as part of Basic Services.

\*2 - The Oklahoma State Fire Marshal's Office requires an initial Structural Engineer Preliminary Inspection and Report for all Retrofit Roofing Projects. Said Inspection and Report shall be provided by the Architect as Additional Services.

\*3 - The Oklahoma State Fire Marshal's Office per ICC 500 requires a third-party review of the structural documents of a FEMA approved Storm Shelter. Said third-party review and certification shall be provided through the Architect as Additional Services.

##### § 4.1.2.1.1 Pre-Bond Services Not Provided.

- .1 Assisting the District's staff and Bond Committee, if there is one, in assessing existing facility Deficiencies and needs.
- .2 Assisting the District's Staff in identifying facility's new construction/renovation construction Requirements.
- .3 Presenting drawings indicating "footprint" layouts of proposed new or renovation construction at sites selected by the School District.
- .4 Developing Bond Issue graphics for posters and informational mail outs.
- .5 Assisting with the development of power point presentations to present during community Meetings that include, but are not limited to, a photographic tour of existing facility deficiencies, Preliminary drawings, and District-furnished documents.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

Refer to 4.1.1 for Owner's Responsibility and Article 5.

#### § 4.1.3ehi

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
  - .1.1 If the Owner provides cost estimating services itself, by an Owner's Consultant, through a Construction Manager or otherwise, required revision of the Construction Documents, shall be an additional service - since the Architect will have relied on cost estimates as Owner furnished information per Section 3.1.2.
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7
- .8 Preparation for, and attendance at, legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 \* ( \* ) visits to the site by the Architect during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion.

\*As appropriate to the Work in progress.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within No Limit ( N/A ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

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

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the

Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner or the Owner's Construction Manager, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall, with additional compensation, modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of

the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

#### **ARTICLE 7 COPYRIGHTS AND LICENSES**

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

#### **ARTICLE 8 CLAIMS AND DISPUTES**

- Refer to Section 12.1

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein. 8.1 General

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

8.1.3.1 The Owner shall require the Owner's Construction Manager to provide the same waiver of consequential damages as described herein. Owner shall provide Architect documentation of such waiver.

If

the parties do not resolve a dispute, the method of binding dispute resolution shall be the following:  
(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

A Licensing Fee equal to ten percent (10%) of the total anticipated Basic Services Fee shall be paid to the Architect. Said Licensing Fee is above and beyond the Architect's Basic Services Fee and any Reimbursable or Additional Services Fees. All outstanding invoices shall have been paid by the Owner prior to acceptance of the Licensing Fee by the Architect. The Owner shall not use the Instruments of Service for other projects unless the Owner obtains the prior written agreement of the Architect.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of Oklahoma. Jurisdiction and venue for any action arising under or related to this Agreement shall lie exclusively in Oklahoma County, Oklahoma.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery,

presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

#### ARTICLE 11 COMPENSATION

§ 11.1 The Architect's Fees shall be determined in accordance with this Section:

.1 Stipulated Sum: *(insert amount)*

.2

.2 For the Architect's Basic Services

the Owner shall compensate the Architect as follows:

.1 Stipulated Sum  
*(Insert amount)*

N/A

.2 Percentage Basis  
*(Insert percentage value)*

Six Percent (6) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other  
*(Describe the method of compensation)*

renovations, or new construction for the School Districts facilities described herein.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of*

compensation apply.)

Agreed to in writing by the Owner and the Architect.

§11.2.1 Any Additional Services required shall be provided based on a mutual agreement by both the Owner the Architect Prior to commencement of Work by the Architect.

§11.2.2 The Structural Engineer's Preliminary Inspection and Report as required by the Oklahoma State Fire Marshal shall be provided at the following rate per building:

1. Less than 10,000 Square Feet of Roof Area: \$1,000.00
2. 10,000 - 40,000 Square Feet of Roof Area: \$1,500.00
3. Anything over 40,000 Square Feet of Roof Area: \$1,500 + 6.5 Cents per Square Foot over 40,000 Square feet of Roof Area.

§11.2.3 Structural Engineer design services required due to structural deficiency modifications noted within the Structural Engineer's Preliminary Inspection and Report shall be considered Additional Services by the Architect and shall be invoiced separately from the Preliminary Inspection Report in accordance with Section 11.4.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

Six Percent (6%) of Owner's Budget for Cost of Work for Additional Services.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus 10 percent ( %), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty percent ( 20 %)
Design Development Phase	Twenty percent ( 20 %)
Construction Documents Phase	Forty-Five percent ( 45 %)
Procurement Phase	Five percent ( 5 %)
Construction Phase	Ten percent ( 10 %)
<hr/>	
Total Basic Compensation	one hundred percent ( 100.00 %)

\*This portion of the Fee shall be invoiced each month in direct proportion to the amount of Work completed by the Contractor.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§11.6.2 Alternates - Architect shall be compensated for the Alternate(s) required by the Owner and the Owner's Construction Manager and incorporated into the Construction Documents, whether the Bids for the Alternates are accepted or not.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Principal	\$270.00 HR
Associates	\$160.00
Sr. Project Architects	\$150.00
Project Architect	\$135.00
Sr. Project Manager	\$125.00
Project Manager	\$110.00
Revit Technician	\$120.00
CADD Operator I	\$ 90.00
CADD Operator II	\$ 70.00
Sr. Construction Administration	\$135.00
Construction Administration	\$110.00
Administration	\$ 95.00

**§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .2 Permitting and other fees required by authorities having jurisdiction over the Project;
- .3 Printing, reproductions, plots, and standard form documents;
- .4 Postage, handling, and delivery;
- .5 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .6 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .7 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .8 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .9 Other similar Project-related expenditures.
  - .10. Site office expenses;
  - .11 Registration fees or any other fees charged by a certifying Authority or by other entities as necessary to achieve the Sustainable objective, and,
  - .12 other similar Project-related expenditures.
  - .13 The cost of the Initial Structural Engineer's Preliminary Inspection Report, required by the Oklahoma State Fire Marshal's Office. (Retrofit Roofs).

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent ( 10 %) of the expenses incurred.

**11.8.2.1 COMPENSATION FOR USE OF THE ARCHITERT'S INSTRUMENTS OF SERVICE**

If the Owner terminates the Architect for its convenience, or the Architect terminates this Agreement, the Owner shall pay a licensing fee as a compensation for maintaining the Project as follows::

11.8.2.2 A licensing fee equal to Ten (10%) percent of the total anticipated Basic Services Fee shall be paid to the Architect.

11.8.2.3 Said Licensing Fee is above and beyond the Architect's Basic Service Fee and any Reimbursable or Additional Service Fees.

11.8.2.4 All outstanding invoices shall have been paid by the Owner prior to acceptance of the Licensing Fee by the Architect.

11.8.2.5 The Owner shall not use the Instruments of Service until the Owner has paid said licensing fee.

## **INSURANCE**

**§ 11.1 Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

### **§ 11.10 Payments to the Architect**

#### **§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of N/A (\$ N/A ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A (\$ N/A ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

#### **§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

1.5 %

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## **ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

**§12.1** Delete Section 8.2 - "Mediation" and Section 8.3 - "Arbitration" in their entirety and replace with the following: "Notwithstanding the provisions of any other documents to the contrary, including, but not limited to AIA Document A201-2017 General Conditions of the Contract for Construction, the parties mutually agree that neither may be compelled to submit disputes, arising under or related to this Agreement to any form of binding mediation and/or arbitration."

**§12.2** If this is a Bond, the Compensation under Article 11 shall be deferred until the Owner is successful in passing a Bond Issue.

§12.3 If the Bond Issue is unsuccessful, CWA Group, PLLC shall be retained for future Issues on this Project(s) BOND ISSUE ONLY.

§12.4 If the Owner chooses to act as his own Construction Manager, the Architect shall be retained for issues during the Construction Phase. By executing this Agreement, the Owner in the capacity of the Construction Manager acknowledges and assumes all responsibility for all Construction Means and Methods and waives any and all liability of the Architect and the Architect's Consulting Engineers.

#### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2

.3 Exhibits:

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this agreement.)*

N/A

Other Exhibits incorporated into this Agreement:

*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

N/A

.4 Other documents:

*(List other documents, if any, forming part of the Agreement.)*

N/A

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

\_\_\_\_\_  
OWNER *(Signature)*

BY: Nate Meget, Superintendent

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
ARCHITECT *(Signature)*

BY: Clarence Williams, AIA CEO

\_\_\_\_\_  
*(Printed name, title, and license number if required)*

## Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:09:08 CDT on 09/23/2025 under Order No. 20240068937 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

*Shane Williams (CS)*  
\_\_\_\_\_  
(Signed)

*Manager CEO*  
\_\_\_\_\_  
(Title)

*9-23-25*  
\_\_\_\_\_  
(Dated)

## CPS Quarter 2 District Capacity

Grade	Enrollment	Available spots	Capacity
PK3	4	6	10
PK4	83	37	120
K	117	23	140
1	119	41	160
2	120	40	160
3	145	15	160
4	154	26	180
5	143	37	180
6	138	42	180
7	162	18	180
8	137	43	180
9	150	30	180
10	129	51	180
11	143	37	180
12	126	54	180

# BOARD OF EDUCATION ELECTION RESOLUTION

TO: Custer County Election Board

FROM: The Clinton School District, Independent School  
District No. 99 of Clinton, County, Oklahoma

The Board of Education of the Clinton School District has approved the following resolution calling for an election to be submitted to the voters of the district.

## Date of the Election:

A Board of Education Primary Election shall be held on February 10, 2026, only if three or more candidates file for the Board of Education position scheduled to be on the ballot or for a Board of Education position appearing on the ballot as an unexpired term. A Board of Education General Election shall be held on April 7, 2026, under the following circumstances: if only two candidates file for a position scheduled to be on the ballot or for a position on the ballot for an unexpired term or if no candidate in the Board of Education Primary Election receives more than 50% of the votes cast. The polling places shall be open from 7 a.m. to 7 p.m.

## Board Member Position on Ballot:

The voters shall elect a board member for board position No. 1, which has a 5-year term of office.

## Qualifications of Candidates for Office:

To be eligible to be a candidate for member of the board of education of a school district, a person must have resided in the district for at least six months preceding the first day of the filing period, and have been a registered voter registered with the county election board at an address located within the geographical boundaries of the district for six months preceding the first day of the filing period. In school districts that have been divided into election districts, a candidate must have resided in the district for six months preceding the first day of the filing period and have been a registered voter registered with the county election board at an address located within the geographical boundaries of the election district for six months preceding the first day of the filing period.

No person shall be eligible to be a candidate for or elected to be a member of the board of education of a school district unless the person has been awarded a high school diploma or certificate of high school equivalency.

A person who has been convicted of a misdemeanor involving embezzlement or a felony under the laws of this state or of the United States or who has entered a plea of guilty or nolo contendere to such misdemeanor involving embezzlement or felony or who has been convicted of a crime in another state which would have been a misdemeanor involving embezzlement or a felony under the laws of this state or has entered a plea of guilty or nolo contendere to such

crime shall not be eligible to be a candidate for or be elected to any school board office for a period of fifteen years following completion of his sentence or during the pendency of an appeal of such conviction or plea.

No person shall be eligible to be a candidate for or serve on a board of education if he or she is currently employed by the school district governed by the board of education or is related within the second degree by affinity or consanguinity to any other member of the board of education or to any employee of the school district. The following are relatives within the second degree: A candidate's spouse, child, parent, grandchild, grandparent, brother, sister, spouse's child, spouse's grandchild, spouse's brother, spouse's sister, spouse's grandparent, grandchild's spouse, parent's spouse, and child's spouse. The prohibitions in this paragraph shall not apply if the board member candidate is related within the second degree of affinity or consanguinity to an individual employed as a substitute teacher by the school district or as a temporary substitute support employee if the school district has an Average Daily Membership of less than five thousand (5,000).

Candidates must affirm that upon being elected as a new member of the Board of Education, within fifteen (15) months of election, they will complete at least twelve (12) hours of instruction on education issues, including school finance, Oklahoma education laws, and ethics, duties and responsibilities of district board of education members. Three (3) of these twelve (12) credits must be earned as follows: one (1) credit in ethics, one (1) credit in open meeting act and open records act, and one (1) credit in school finance. Incumbents must affirm that they will complete six (6) hours of instruction within fifteen (15) months of election emphasizing changes in school law. Three (3) of these six (6) credits must be earned as follows: one (1) credit in ethics, one (1) credit in open meeting act and open records act, and one (1) credit in school finance.

#### Voters Eligible to Vote:

To be eligible to vote, a voter must be registered with the county election board at an address within the geographical boundaries of the district.

#### Ballot Titles:

The ballot to be submitted to the voters shall call for the voters to:

1. Select one candidate for Clinton School Board Position No. 1:

Approved by the Clinton Board of Education this 20th day of October, 2025.

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President of the Board of Education

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Clerk of the Board of Education

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 2026 (October 1, 2025 – June 30, 2026).

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](mailto: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 October 1, 2025 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 Chris Compton and cc: Renee Sansom Briscoe at the Oklahoma Department of Rehabilitation Services. Their email addresses are [ccompton@okdrs.gov](mailto:ccompton@okdrs.gov) at (405) 605-9651 and [rsansom@okdrs.gov](mailto:rsansom@okdrs.gov) at (405) 212-7789. For SWS contract content and service questions, contact Renee Sansom Briscoe at [rsansom@okdrs.gov](mailto:rsansom@okdrs.gov) or (405) 212-7789.

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

Thank you for your help in this matter.



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

To document these Measurable Skills Gains, Vocational Rehabilitation Counselors will need to obtain a consent form signed by a parent or the student (if they are age 18+) to then submit to your school to obtain copies of students' secondary transcripts. You can expect to receive such transcript requests at the end of each semester and should note that the signed consent forms are only good for one year.

The State Department of Education Special Education Services (OSDE-SES) and DRS request that LEAs collaborate with their local VR Counselors to establish procedures to assist VR Counselors with obtaining students' secondary transcripts and/or report cards to meet WIOA compliance.

Here are some examples of effective procedures VR counselors have shared:

1. The VR Counselor obtains a DRS release form signed by the student's parent/guardian or by the student if they are age 18+ (see example) and then provides a copy of the signed release forms to your school district. The LEA then provides the transcripts to the OKDRS/VR counselor.

(NOTE: LEAs are encouraged to establish a set contact person(s) for the VR Counselor to send consent forms, such as the counselor's office, registrar, special education administration support staff, etc.)

2. For those students participating in School Work Study (SWS), the VR Counselor will send copies of the signed release forms and the school can provide the students' transcripts along with the SWS time sheets.

3. The VR Counselor sends out the following letter to students and encloses a self-addressed postage-paid envelope for the student to return the transcript in the mail to DRS:

Dear [Client],

The first (second) semester of the 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 your educational process each semester. Please provide DRS with a copy of your semester's grades. Please return either a high school transcript for (insert the fall or spring semester and the year) or a report card in the enclosed postage-paid envelope or email it to me at (insert counselor's email address). Please contact me if you have any questions at all. Thank you!

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

A handwritten signature in cursive script that reads "Renee Sansom Briscoe".

Renee Sansom Briscoe  
Transition Coordinator  
405-212-7789  
[rsansom@okdrs.gov](mailto:rsansom@okdrs.gov)

A handwritten signature in cursive script that reads "Lori Chesnut".

Lori Chesnut  
Program Specialist  
405-521-4802  
[lori.chesnut@sde.ok.gov](mailto: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

Clinton Public Schools  
2130 Gary Freeway  
Clinton, OK 73601-0729

("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 October 1, 2025, whichever is the latter, through September 30, 2026. 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 sixteen (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 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 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 (1) 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 has a current contract in place.

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 technology assistant - using 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.

In the final nine (9) months of the student's Work Study (School Work Study, Worksite Learning, Employer Work Study), the student must work for an employer outside of the school or school district, unless otherwise approved by the DRS counselor.

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

Upon graduation with a standard diploma and high school exit, students receiving services through the Contract must cease work on the last day of school. They may not continue participation in School Work Study and/or Worksite Learning beyond their high school departure.

## 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. have received written authorizations from the DRS counselors prior to initiating work study services for eligible students or paying for work study services rendered by eligible students (i.e., not starting a student to work before the 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 15<sup>th</sup> 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 to 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 authorization in the form of an Authorization for Purchase to the School's teacher/transition coordinator prior to the School initiating services for each eligible 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 IEP and the 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 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(a). 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. 26 C.F.R. § 31.3121(b)(10)-2. **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, except as otherwise provided below.** 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 for 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 Oklahoma Employment Security Commission (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 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, time sheets 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 CANNOT 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 up to fifty dollars (\$58.25) per DRS client who:

- \* is going to participate in School Work Study and/or Worksite Learning;
- \* is at least eighteen (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 from the Oklahoma State Department of Education, the Contractor will be responsible for any additional fees beyond the fifty dollars (\$58.25).

## **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 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. Pursuant to 2 C.F.R. § 200.407(n), 2 C.F.R. § 200.441, the DRS shall not use federal funds or non-federal funds used for vocational rehabilitation (VR) match to pay interest assessed for late payments to the Contractor.

### **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 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 \$1,000,000 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, management letter (if applicable), corrective action plan to all audit findings, and the auditor's latest external quality control review report to the DRS Contracts Unit at 3535 N.W. 58<sup>th</sup> Street, Suite 300, Oklahoma City, OK 73112 or [Contracts@okdrs.gov](mailto:Contracts@okdrs.gov) 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 for an extension to the physical address or email address listed above, citing the reason for delay. The DRS reserves the right to suspend payment to the Contractor for costs owed pursuant to this Contract if the 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](http://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 by the legislature or are not 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.

### **AA. Prohibition On Certain Telecommunications And Video Surveillance**

The Contractor shall not obligate or expend funds received as payment under this contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system produced by one of the prohibited companies as provided for at 2 C.F.R. § 200.216.

### **BB. Offender List Registration Declaration and Compliance with 57 O.S. § 589 and 70 O.S. § 6-101.48.**

This section applies to contractors who provide services to persons under eighteen (18) years of age or who provide services on the premises of the Oklahoma School for the Blind (OSB) or the Oklahoma School for the Deaf (OSD).

#### Offender List Registration Declaration

The Contractor's signing authority for the Contract hereby states under penalty of perjury under the laws of Oklahoma that the foregoing is true and correct:

1. I am the Contractor OR I am the duly authorized representative of the Contractor;  
and

2. Neither the Contractor nor any employee of the Contractor, nor any subcontractor or employee of a subcontractor, who provides services to persons under the age of eighteen (18) years pursuant to the terms of this contract, or who works on the premises of OSB or OSD is currently required to register under the provisions of the Oklahoma Sex Offenders Registration Act (57 O.S. §§ 581 *et seq.*) or the Mary Rippy Violent Crime Offenders Registration Act (57 O.S. §§ 591 *et seq.*).

Compliance with 57 O.S. § 589 and 70 O.S. § 6-101.48

As applicable, Contractor shall comply with all requirements provided for at 57 O.S. § 589 and 70 O.S. § 6-101.48.

**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*                      Sept 9, 2025  
\_\_\_\_\_  
Signature                              Date  
  
Kathy Lowry, CPO  
\_\_\_\_\_  
Print Name  
  
Manager/Compliance Officer  
\_\_\_\_\_  
Title

Contractor  
**Signature:** *Janelle Shepherd*  
Janelle Shepherd (Jul 7, 2025 08:53 CDT)  
**Email:** janelle.shepherd@clintonokschools.org  
\_\_\_\_\_  
Signature                              Date  
Janelle Shepherd  
\_\_\_\_\_  
Print Name  
Janelle Shepherd  
\_\_\_\_\_  
Title  
SPED Director                              580-323-1800 ext. 8015  
\_\_\_\_\_  
Contact Person                              Telephone  
  
\_\_\_\_\_  
Contractor's Email Address

**STATE OF OKLAHOMA  
DEPARTMENT OF REHABILITATION SERVICES  
WORK PLAN**

Clinton Public Schools

2600427

VENDOR

Contract Number

Rachel Brown

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).

## **POLICY FNC**

### **STUDENT CONDUCT**

The Clinton Public Schools Board of Education believes that an important responsibility of any school system is to teach acceptable social conduct. We believe that such conduct may be taught by example and by providing appropriate incentives. The board also believes that reasonable standards of conduct are to be established and that adherence to those standards insisted upon.

For the purpose of this policy, a student is defined as any person regularly enrolled in an educational program provided by, or approved by, the board of education and carried on in premises owned or controlled by the school district. Students in school buildings, on school grounds, using district property, or attending a district-sanctioned event shall not engage in any of the following:

1. Any conduct, the purpose of which is to obstruct, disrupt, or interfere with teaching, research, service, administrative or disciplinary functions, or any other activity sponsored or approved by the board of education.
2. Physical, emotional, or mental abuse of, or threat of harm to, any person on school owned or controlled property or at any school attended, sponsored, or supervised event or function. This includes antisemitism, which is a certain perception of Jews, which may be expressed as hatred toward Jews.
3. Damage, or threat of damage, to property of the school, regardless of the location, or to property of a member of the community or a visitor to the school, when such property is located on school owned, controlled, attended, or supervised premises.
4. Forceful or unauthorized entry into or upon, or occupation of, school district facilities including buildings and grounds.
5. Unlawful use, possession, distribution, sale, or trade of drugs, alcohol, or controlled substances, or any substance or material believed to be drugs, alcohol or controlled substances, or any substance which is capable of causing or producing mood alteration or behavioral changes.
6. Conduct or speech that violates commonly accepted standards of society within the community.
7. Failure to comply with the reasonable and lawful directions of school district officials or law enforcement officers, acting in the performance of their duties, or failure to identify themselves to such officials or officers when directed to do so.
8. Any conduct constituting a breach of any federal, state, or city law or ordinance or duly adopted policy of the board of education.

Any student knowingly violating any of these policies and regulations will be subject to warning, reprimand, probation, suspension, or expulsion in addition to any civil or criminal proceedings or prosecution.

**Adopted: October 20, 2025**

**Reference: 70 O.S. § 24-163**

**THIS POLICY IS REQUIRED BY LAW.**

# Policy DBCA

## STANDARDS OF PERFORMANCE AND CONDUCT FOR TEACHERS

Teachers are charged with the education of the youth of this state. In order to perform effectively, teachers must demonstrate a belief in the worth and dignity of each human being, recognizing the supreme importance of the pursuit of truth, devotion to excellence, and the nurturing of democratic principles.

In recognition of the magnitude of the responsibility inherent in the teaching process and by virtue of the desire for the respect and confidence of their colleagues, students, parents, and the community; teachers are to be guided in their conduct by commitment to students and the profession.

### PRINCIPLE I COMMITMENT TO THE STUDENTS

The teacher must strive to help each student realize his or her potential as a worthy and effective member of society. The teacher must work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the teacher:

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
2. Shall not unreasonably deny the student access to varying points of view.
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
5. Shall not intentionally expose the student to embarrassment or disparagement.
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation, unfairly
  - A. Exclude any student from participation in any program,
  - B. Deny benefits to any students,
  - C. Grant any advantage to any student.This includes antisemitism, which is a certain perception of Jews, which may be expressed as hatred toward Jews.
7. Shall not use professional relationships with students for private advantage.
8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose and is permitted or required by law.

### PRINCIPLE II COMMITMENT TO THE PROFESSION

The teaching profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In order to assure that the quality of the services of the teaching profession meets the expectations of the state and its citizens, the teacher shall exert every effort to raise professional standards, fulfill professional responsibilities with honor and integrity, promote a climate that encourages the exercise of professional judgment, achieve conditions which attract persons worthy of the trust to careers in education, and assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator:

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
2. Shall not misrepresent his/her professional qualifications.

3. Shall not assist entry into the teaching profession of any person known to be unqualified in respect to character, education, or other relevant attribute.
4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.
5. Shall not assist an unqualified person in the unauthorized practice of the teaching profession.
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.
7. Shall not knowingly make false or malicious statements about a colleague.
8. Shall not accept any gratuity, gift, or favor that might im-pair or appear to influence professional decision or actions.

### PRINCIPLE III

1. Pursuant to the Teacher Due Process Act of 1990, a career teacher may be dismissed or not reemployed for:
  - A. Willful neglect of duty.
  - B. Repeated negligence in performance of duty.
  - C. Mental or physical abuse to a child.
  - D. Incompetency.
  - E. Instructional ineffectiveness.
  - F. Unsatisfactory teaching performance.
  - G. Commission of an act of moral turpitude.
  - H. Abandonment of contract,
  - I. Conviction of a felony,
  - J. After a finding that such person has engaged in criminal sexual activity or sexual misconduct that has impeded the effectiveness of the individual's performance of school duties, or
  - K. Failure to earn the required staff development points.
2. A career teacher shall not be subject to dismissal or non-reemployment for items A, B, D, E, and F, above, unless and until a written admonishment has been issued in accordance with relevant law.
3. A probationary teacher shall not be subject to dismissal or non-reemployment for inadequate teaching performance unless or until a written admonishment has been issued in accordance with relevant law.
4. Temporary teachers, substitute teachers, adult education teachers, and teachers employed in positions fully funded by private or federal grants shall not be protected by the provisions of the Teacher Due Process Act.
5. A teacher convicted of a felony shall be dismissed or not reemployed unless a presidential or gubernatorial pardon has been issued.
6. A teacher may be dismissed, refused employment, or not reemployed after a finding that such person engaged in criminal sexual activity or sexual misconduct that has impeded the effectiveness of the individual's performance of school duties:
  - A. "Criminal sexual activity" means the commission of an act defined in Section 886 of Title 21 of the Oklahoma Statutes, which is the act of sodomy; and
  - B. "Sexual misconduct" means the soliciting or imposing of criminal sexual activity (70 O.S. §6-101.22).

**REFERENCE: 70 O.S. §6-101.21, et seq.**

**NOTE: In accordance with the referenced statutes, a copy of these standards of performance and conduct will be provided to each teacher.**

**Adopted: February 10, 2014**

**Amended: October 20, 2025**

***THIS POLICY REQUIRED BY LAW.***

# Policy DOAC

## **SUPPORT PERSONNEL SUSPENSION, DEMOTION, NONRENEWAL, OR TERMINATION**

The Clinton Board of Education has adopted the following procedure for the suspension, demotion, or termination of support personnel in accordance with Title 70 of Oklahoma Statutes, Sections 6-101.40 through 6-101.47.

For the purpose of this policy, "support employee" means a full-time employee as determined by the standard period of labor which is customarily understood to constitute full-time employment for the type of services performed by the employee who is employed a minimum of one hundred seventy-two days (172) and who provides those services which are not performed by certified teachers, principals, superintendents or administrators and which are necessary for the efficient and satisfactory functioning of a school district.

No support employee who has been employed in the school district for more than one year may be suspended, dis-charged, or nonrenewed except within the provisions of this policy. However, this policy shall not be construed to prevent layoffs or reductions-in-force for lack of funds or work.

When the immediate suspension of a support employee is in the best interest of the school, the superintendent may suspend the employee with or without pay without a hearing. If an employee is suspended for a period exceeding 10 days, the superintendent shall initiate termination proceedings immediately upon the beginning of suspension. However, in a case involving a criminal charge, the suspension may be delayed until the case is adjudicated at trial. Nothing herein shall prevent proceeding against the employee for termination of employment during or after the suspension.

Prior to demotion, termination, or nonrenewal and after any suspension, the support employee shall receive notice of his or her right to a board hearing if so requested. Employees will be notified by certified mail of a superintendent's recommendation to demote or terminate employment, and the support employee must request a hearing by certified mail to the board clerk within 10 working days of said notice, or the employee shall be deemed to have waived his or her right to a hearing.

If a hearing is requested, the hearing shall be conducted at the next succeeding regular meeting of the board if the request is received by the board clerk at least 10 days prior to such meeting. However, a special meeting may be conducted if requested by the employee or at the discretion of the board of education. Such special meeting shall be conducted no sooner than 10 days, nor later than 30 days, after receipt of the hearing request. The decision of the board shall be final.

The procedures of this policy only protect employees who have been employed more than one year immediately preceding adverse employment action and are suspended or discharged during a contractual period of employment or are nonrenewed.

In accordance with Title 70 of the Oklahoma Statutes, Sections 6-101.40 through 6-101.47, the board hereby adopts the following causes for suspension, demotion, termination, or nonrenewal of support personnel.

1. Leaving workstation without authorization prior to lunch periods or end of workday.
2. Excessive unexcused absenteeism.
3. Chronic absenteeism for any reason.
4. Excessive tardiness.
5. Persistently wasting time or distracting others during working hours.
6. Leaving work area during working hours without proper notification and permission.
7. Falsification of personnel or other records (personal or another employee's records).
8. Possession of weapons on the premises at any time.
9. Removing district property, records, or confidential information from premises without proper authority.

10. Willful abuse, misuse, defacing, or destruction of district property, including tools, equipment, or other property of other employees.
11. Theft or misappropriation of property of employees, students, or of this district.
12. Sabotage.
13. Refusal to follow instructions of supervisor.
14. Refusal or failure to do work assignment.
15. Unauthorized operation of vehicles, machines, tools, or equipment.
16. Threatening, intimidating, coercing, abusing, or interfering with employees, supervisors, or students at any time.
17. The making or publishing of false, vicious, or malicious statements concerning any employee, supervisor, students, or the district.
18. Creating or contributing to unsanitary conditions.
19. Practical jokes injurious to employee's or district property.
20. Possession, consumption, or reporting to work under the influence of alcohol, nonprescribed drugs, or controlled substances.
21. Creating disturbances on the premises at any time.
22. Disregard of known safety rules or common safety practices.
23. Unsafe operation of motor driven vehicles.
24. Operating machines or equipment without safety devices provided.
25. Participating in or witnessing gambling, lottery, or any other game of chance on district property.
26. Unauthorized distribution of literature, written, or printed matter of any description on district property.
27. Posting or removing notices, signs, or writing in any form on bulletin boards of district property at any time without specific authority of the administration.
28. Poor workmanship.
29. Immoral conduct or indecency including abusive and/or foul language.
30. Making or receiving personal telephone calls or texting, posting to Facebook, or use of other social media during working hours.
31. Walking off the job.
32. Continued poor or negative attitude while on the job, including poor relationship with other staff or students.
33. Smoking in unauthorized area or at unauthorized time.
34. Failure to dress appropriately for work assignment.
35. Refusal of job transfer within the district when transfer does not result in demotion.
36. Abuse of rest periods or meal period policies.
37. Inappropriate and/or unauthorized use of the school district's computer network or Internet connections.
38. Insubordination of any kind.
39. Racial discrimination, including racial slurs or other demeaning remarks concerning another person's race, ancestry, or country of origin and directed toward another employee, a student or a visitor. This includes antisemitism, which is a certain perception of Jews, which may be expressed
40. as hatred toward Jews.
41. Violation of any district rule or policy.
42. Violation of any administrative rule or order.
43. If it is in the best interest of the school district, any support person may be suspended, demoted, or terminated.

Violations of any of the above may lead to the suspension, demotion, or termination of the support employee.

**REFERENCE: 70 O.S. §6-101.40, et seq.**

**Adopted: February 10, 2014      Revised: 10/20/2025**

# CLINTON PUBLIC SCHOOLS

APPROVAL REQUEST FOR A FUNDRAISING PROJECT

School Year 2025-2026 Site CHS Acct # \_\_\_\_\_

Date of Request: 10 / 6 / 25

Organization: CHS Activity

OFFICE USE ONLY
Sponsor signature
Principal signature
Dated
Account #

Fundraising Project (List all services or items you plan to sell.)

Homecoming Dance Tickets

Beginning date of project 10 / 20 / 25 Ending date of project 11 / 1 / 25

Funds to be used for (Be as specific as possible.)

Food and decorations for homecoming dance.  
DJ for homecoming dance

Estimated Income that will be brought in from the fundraiser: \$1250

Estimated Expense it will cost for the fundraiser: \$1000 (Food & decorations)

Estimated Profit from the fundraiser: \$250

Name and address of the company (from whom you are receiving your fundraiser)

Amazon, Homeland

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

Principal Signature Michelle Soper

**DISTRIBUTION:** In order to be included on the agenda, all forms are to be turned in a week in advance prior to each Board Meeting. Board Meetings are held on the 2<sup>nd</sup> Monday of each month. Site principal's signature is required before delivering the original to the Board Clerk.

**PROJECT APPROVALS:**

BOARD OF EDUCATION \_\_\_\_\_ DATE \_\_\_\_\_  
board president signature

To Whom It May Concern,

I am writing this letter to get permission to travel to Louisville, Kentucky to take Ben Christie to the Northern American International Livestock Exposition. Ben has 2 show goats that we have put a lot of time and effort into for them to be able to compete at a national show like the one we are wanting to attend. This will be a chance for Ben to show his livestock project at a bigger level than just state. This will be a 14 hour drive there and back which will include stops along the way for diesel, food and getting the goats out of the trailer to walk/water. Helping Ms. Newman drive will be Michelle Snider.

Ben Christie's current class schedule consists of 3 concurrent classes, senior capstone and Ag. He plans to take his computer with us to finish all concurrent and senior capstone work. He has a 98 in each of his 2 on campus classes. Ben has a weighted 4.56 GPA and a 4.0 unweighted GPA. In his college courses his grades are English Composition A 100%, Wellness Concepts & Exer Apli A 100%, Physical Science A 97%, U.S. History A 92%.

**Who:**

Ben Christie, Student

Michelle Snider, Mother

Ms. Newman, Ag teacher

**What:** Northern American International Livestock Exposition

**When:** November 17th-21st

**Where:** Louisville Kentucky

**Hotel:** Undecided as of this point

**How:** We will travel in the Ag truck, the trailer will be pulled to haul the show goats.

**Rooms:**

1- Ms. Newman

2- Ben Christie and Michelle Snider (This will be paid for by them)

**Food:**

Ben Christie and Michelle Snider will pay for their own meals. Ms. Newman's meals will come out of my general fund money like other Ag related trips.

**Itinerary:**

November 17th: Leave Clinton around 4:00 a.m.

November 18th-20th: Be at fair grounds entering goats, clipping, preparing for show and showing.

November 20th-21st: Head back to Clinton.