

Owasso Board of Education Regular Meeting  
Monday, September 11, 2023 6:30 PM Central

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

I. **Call to Order and Roll Call**

Attendance Taken at 6:30 PM.

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

II. **Pledge of Allegiance** - Mr. George Holderman, Kane Wawrzonek, Kirbey Leedy and Palmer Leedy

III. **Special Recognition** - Cherokee Nation Flag Presentation and Land Acknowledgement - Ms. Charlene Duncan, Mr. Owen Hawzipta, Mr. Matt Roberts and Mr. Joe Deere

IV. **Reports to the Board**

- A. Superintendent - Dr. Margaret Coates Dr. Coates reported we had a great start to the new school year. Good Morning Owasso and Facetime Fridays have been fun and Minutes with Margaret will be beginning soon, featuring our Vocational Agriculture Department.
- B. Teaching and Learning - Mr. Mark Officer
- C. District Services - Mr. Kerwin Koerner Mr. Koerner's team shared that a new process for cleaning district building exteriors was being researched and estimates for that service are being collected. In construction, the Wellness Center renovation has been completed on time and under budget. The 8th grade center roof will hopefully be completed this week.
- D. Continuous Strategic Improvement (CSI) - Mr. Kerwin Koerner Mr. Koerner gave a report and explanation of Goal Area #3 Ram Community Culture. Objective 1 is to Improve Stakeholder Satisfaction through two initiatives. The first is a Safe and Nurturing Environment with a focus on a stop-bullying program, professional development in trauma-informed teaching and exploration of a therapy dog program. The second is Shared Leadership by continuing to enhance the existing partnerships between school, chamber, city, student leadership teams and Superintendent advisory councils.

V. **Comments from the Public Regarding Agenda Items**

Each individual will have five (5) minutes to share their remarks related to the specific agenda item identified by the individual when signing up to speak. The total time allotted to comments from the public regarding the agenda will not exceed fifteen (15) minutes. There were no comments from the public regarding agenda items.

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

Motion to approve consent agenda items VI.A through VI.F.i. This motion, made by Stephanie Ruttman and seconded by Forrest Turpen, passed.

Brent England: Yea

Neal Kessler: Yea

Rhonda Mills: Yea

Stephanie Ruttman: Yea

Forrest Turpen: Yea

Yea: 5, Nay: 0

A. Minutes of August 14, 2023 Regular Meeting

B. Minutes of August 29, 2023 Special Meeting

C. Teaching and Learning

i. Out of State Student Activity Trips

ii. License Agreement with Oklahoma State Regents for High Education for Senior student FAFSA data for the 2023-2024 school year at a cost of \$0.00 to the district, as outlined in the attachment and authorize the Superintendent or designee to execute the License Agreement. Senate Bill 93 became in effect on July 1st, 2023 which mandates that each student complete the FAFSA as a graduation requirement beginning with the 2025 graduating class. Currently, we have no way of knowing which students have completed that document. However, the State Board of Regents is able to see not only the completion rate, but also the amount of progress each student has made toward completion. This agreement will allow site administrators and counselors the ability to access that data

iii. Agreement Addendum with Connected Kids for added scheduling flexibility for the 2023-2024 school year at a cost of \$ -0-, as outlined in the attachment and authorize the Superintendent or designee to execute the Agreement addendum

D. District Services

i. Current Capacity numbers for Transfer Students

E. Finance

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

2023-2024 General Fund # 510-639 (Vendors)	\$257,403.27
2023-2024 Building Fund #65-73 (Vendors)	\$242,074.45
2023-2024 Child Nutrition Fund #31-35 (Vendors)	\$153,050.74
2023-2024 Bond Fund 31 #200-224 (Vendors)	\$272,003.91
2023-2024 Bond Fund 39 #17-20 (Vendors)	\$28,000.00

ii. Activity Financial Report for August 2023

iii. Activity Account Budgets

F. Human Resources

i. Transitions

VII. **Teaching and Learning** - Mark Officer

A. Board to review Policy #1.61 Wellness for first reading. Edits, changes and additions to the policy are outlined in the attachment

- B. Board to review Policy #5.35 Concurrent Enrollment Guidelines Juniors/Seniors for first reading. Edits, changes, and additions to the policy are outlined in the attachment  
 Motion to approve edits, changes and additions to Policy #5.35 Concurrent Enrollment Guidelines Juniors/Seniors as outlined in the attachment. This motion, made by Neal Kessler and seconded by Stephanie Ruttman, passed.
- |                    |     |
|--------------------|-----|
| Brent England:     | Yea |
| Neal Kessler:      | Yea |
| Rhonda Mills:      | Yea |
| Stephanie Ruttman: | Yea |
| Forrest Turpen:    | Yea |
- Yea: 5, Nay: 0
- C. Board to consider and take possible action on a Deregulation Request OAC 210:35-5-71 Library Media Services Elementary School, 210:35-7-61 Library Media Service Middle School  
 Motion to approve Deregulation Request OAC 210:35-5-71 Library Media Services Elementary School, 210:35-7-61 Library Media Service Middle School. This motion, made by Neal Kessler and seconded by Forrest Turpen, passed.
- |                    |     |
|--------------------|-----|
| Brent England:     | Yea |
| Neal Kessler:      | Yea |
| Rhonda Mills:      | Yea |
| Stephanie Ruttman: | Yea |
| Forrest Turpen:    | Yea |
- Yea: 5, Nay: 0
- D. Board to consider and take possible action on a License Agreement with Acellus Educational Services for Virtual Acellus Support Licenses for the 2023-2024 school year at a cost of \$31,960.00, as outlined in the attachment and authorize the Superintendent or designee to execute the License Agreement  
 Motion to approve a License Agreement with Acellus Educational Services for Virtual Acellus Support Licenses for the 2023-2024 school year at a cost of \$31,960.00, as outlined in the attachment and authorize the Superintendent or designee to execute the License Agreement. This motion, made by Forrest Turpen and seconded by Rhonda Mills, passed.
- |                    |     |
|--------------------|-----|
| Brent England:     | Yea |
| Neal Kessler:      | Yea |
| Rhonda Mills:      | Yea |
| Stephanie Ruttman: | Yea |
| Forrest Turpen:    | Yea |
- Yea: 5, Nay: 0
- E. Board to consider and take possible action on the Agreement with The Comprehensive Classroom for an In Person 2 Day Training for OPS World Language Teachers for the 2023-2024 schoolyear at a cost of \$6,750.00 as

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

Motion to approve Agreement with The Comprehensible Classroom for an In Person 2 Day Training for OPS World Language Teachers for the 2023-2024 school year at a cost of \$6,750.00 as outlined in the attachment and authorize the Superintendent or designee to execute the Agreement. This motion, made by Neal Kessler and seconded by Rhonda Mills, passed.

Brent England: Yea

Neal Kessler: Yea

Rhonda Mills: Yea

Stephanie Ruttman: Yea

Forrest Turpen: Yea

Yea: 5, Nay: 0

- F. Board to consider and take possible action on an Agreement with Queen of Hearts LLC for the Homecoming Dance Entertainment hosted by Student Council for the 2023-2024 school year at a cost of \$1,677.16, as outlined in the attachment and authorize the Superintendent or designee to execute the the Agreement

Motion to approve Agreement with Queen of Hearts LLC for the Homecoming Dance Entertainment hosted by Student Council for the 2023-2024 school year at a cost of \$1,677.16, as outlined in the attachment and authorize the Superintendent or designee to execute the the Agreement. This motion, made by Forrest Turpen and seconded by Rhonda Mills, passed.

Brent England: Yea

Neal Kessler: Yea

Rhonda Mills: Yea

Stephanie Ruttman: Yea

Forrest Turpen: Yea

Yea: 5, Nay: 0

- G. Board to consider and take possible action on the Agreement with Keith Hawkins to speak at the Oklahoma Association of Student Councils - OASC 2023 Convention for the 2023-2024 school year at a cost of \$6,580.00, as outlined in the attachment and authorize the Superintendent or designee to execute the Agreement

Motion to approve Agreement with Keith Hawkins to speak at the Oklahoma Association of Student Councils - OASC 2023 Convention for the 2023-2024 school year at a cost of \$6,580.00, as outlined in the attachment and authorize the Superintendent or designee to execute the Agreement. This motion, made by Stephanie Ruttman and seconded by Rhonda Mills, passed.

Brent England: Yea

Neal Kessler: Yea

Rhonda Mills: Yea

Stephanie Ruttman: Yea

Forrest Turpen: Yea

Yea: 5, Nay: 0

- H. Board to consider and take possible action on a Contract with Incredible Pizza for hosting the Oklahoma Association of Student Councils - OASC 2023 convention for the 2023-2024 school year at a cost of \$15,000.00 for 1,000 guests, as outlined in the attachment and authorize the Superintendent or designee to execute the Contract

Motion to approve a Contract with Incredible Pizza for hosting the Oklahoma Association of Student Councils - OASC 2023 convention for the 2023-2024 school year at a cost of \$15,000.00 for 1,000 guests, as outlined in the attachment and authorize the Superintendent or designee to execute the Contract. This motion, made by Stephanie Ruttman and seconded by Neal Kessler, passed.

Brent England: Yea

Neal Kessler: Yea

Rhonda Mills: Yea

Stephanie Ruttman: Yea

Forrest Turpen: Yea

Yea: 5, Nay: 0

- I. Board to consider and take possible action on a Contract with Hilton Garden Inn, Little Rock, AR for Solution Tree Workshop for the 2023- 2024 school year at a cost of \$15,658.40, as outlined in the attachment and authorize the Superintendent or designee to execute the Contract

Motion to approve a Contract with Hilton Garden Inn, Little Rock, AR for Solution Tree Workshop for the 2023- 2024 school year at a cost of \$15,658.40, as outlined in the attachment and authorize the Superintendent or designee to execute the Contract. This motion, made by Rhonda Mills and seconded by Forrest Turpen, passed.

Brent England: Yea

Neal Kessler: Yea

Rhonda Mills: Yea

Stephanie Ruttman: Yea

Forrest Turpen: Yea

Yea: 5, Nay: 0

- J. Board to consider and take possible action on the Agreement with Village Travel for transportation to a Solution Tree Workshop for the 2023-2024 school year at a cost off \$3,195.00, as outlined in the attachment and authorize the Superintendent or designee to execute the Agreement

Motion to approve the Agreement with Village Travel for transportation to a Solution Tree Workshop for the 2023-2024 school year at a cost off \$3,195.00, as outlined in the attachment and authorize the Superintendent or designee to execute the Agreement. This motion, made by Forrest Turpen and seconded by Stephanie Ruttman, passed.

Brent England: Yea

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

- K. Board to consider and take possible action on a Contract with Varsity Tutors for Schools LLC to provide tutoring for the 2023-2024 school year at a cost outlined in the attachment and authorize the Superintendent or designee to execute the Contract and Addendum  
Motion to approve a Contract with Varsity Tutors for Schools LLC to provide tutoring for the 2023-2024 school year at a cost outlined in the attachment and authorize the Superintendent or designee to execute the Contract and Addendum. This motion, made by Neal Kessler and seconded by Stephanie Ruttman, passed.

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

- L. Board to consider and take possible action on an Agreement with Grueninger Travel Group for the Pride of Owasso Orlando trip for the 2023-2024 school year at a cost as outlined in the attachment and authorize the Superintendent or designee to execute the Agreement (Mr. Barber)  
Motion to approve an Agreement with Grueninger Travel Group for the Pride of Owasso Orlando trip for the 2023-2024 school year at a cost as outlined in the attachment and authorize the Superintendent or designee to execute the Agreement. This motion, made by Stephanie Ruttman and seconded by Rhonda Mills, passed.

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

**VIII. District Services - Kerwin Koerner**

- A. Board to consider and take possible action on a contract with Crossland Construction for construction management services for the Hodson Elementary Safe Structure addition at a cost of \$21,380 for pre-construction work and a set fee of 3.5% of work after the Guaranteed Maximum Price (GMP) is set, as outlined in the attachment and authorize the Superintendent or designee to execute the contract

Motion to table a contract with Crossland Construction for construction management services for the Hodson Elementary Safe Structure addition at a cost of \$21,380 for pre-construction work and a set fee of 3.5% of work after the Guaranteed Maximum Price (GMP) is set, as outlined in the attachment and authorize the Superintendent or designee to execute the contract. This motion, made by Forrest Turpen and seconded by Brent England, passed.

Brent England: Yea

Neal Kessler: Yea

Rhonda Mills: Yea

Stephanie Ruttman: Yea

Forrest Turpen: Yea

Yea: 5, Nay: 0

IX. **Finance** - Phillip Storm

- A. Board to consider and take possible action on the Treasurer's Report for August 2023

Motion to approve the Treasurer's Report for August 2023. This motion, made by Stephanie Ruttman and seconded by Rhonda Mills, passed.

Brent England: Yea

Neal Kessler: Yea

Rhonda Mills: Yea

Stephanie Ruttman: Yea

Forrest Turpen: Yea

Yea: 5, Nay: 0

- B. Board to consider and take possible action on the 2023-2024 Estimate of Needs  
Motion to approve the 2023-2024 Estimate of Needs. This motion, made by Stephanie Ruttman and seconded by Rhonda Mills, passed.

Brent England: Yea

Neal Kessler: Yea

Rhonda Mills: Yea

Stephanie Ruttman: Yea

Forrest Turpen: Yea

Yea: 5, Nay: 0

- C. Board to consider and take possible action on the proposed adjustment to Accompanist Salary Scale

Motion to approve the proposed adjustment to Accompanist Salary Scale. This motion, made by Neal Kessler and seconded by Stephanie Ruttman, passed.

Brent England: Yea

Neal Kessler: Yea

Rhonda Mills: Yea

Stephanie Ruttman: Yea

Forrest Turpen: Yea

Yea: 5, Nay: 0

- D. Board to consider and take possible action on the Contract with Inspire Financial Group for sponsorship advertising for the 2023- 2024 school year at a donation of \$1,000 as outlined in the attachment and authorize the Superintendent or designee to execute the Contract

Motion to approve the Contract with Inspire Financial Group for sponsorship advertising for the 2023- 2024 school year at a donation of \$1,000 as outlined in the attachment and authorize the Superintendent or designee to execute the Contract. This motion, made by Forrest Turpen and seconded by Rhonda Mills, passed.

Brent England: Yea

Neal Kessler: Yea

Rhonda Mills: Yea

Stephanie Ruttman: Yea

Forrest Turpen: Yea

Yea: 5, Nay: 0

- E. Board to consider and take possible action on the Contract with NovaStar Family Medicine for sponsorship advertising for the 2023- 2024 school year at a donation of \$2,000 as outlined in the attachment and authorize the Superintendent or designee to execute the Contract

Motion to approve the Contract with NovaStar Family Medicine for sponsorship advertising for the 2023-2024 school year at a donation of \$2,000 as outlined in the attachment and authorize the Superintendent or designee to execute the Contract. This motion, made by Neal Kessler and seconded by Stephanie Ruttman, passed.

Brent England: Yea

Neal Kessler: Yea

Rhonda Mills: Yea

Stephanie Ruttman: Yea

Forrest Turpen: Yea

Yea: 5, Nay: 0

X. **Human Resources** - Lisa Johnson

- A. Board to consider and take possible action on the proposed edits, changes, and additions to Policy #2.13 Maternity Leave for certified personnel, as outlined in the attachment

Motion to approve the proposed edits, changes, and additions to Policy #2.13 Maternity Leave for certified personnel, as outlined in the attachment. This motion, made by Stephanie Ruttman and seconded by Rhonda Mills, passed.

Brent England: Yea

Neal Kessler: Yea

Rhonda Mills: Yea

Stephanie Ruttman: Yea

Forrest Turpen: Yea

Yea: 5, Nay: 0

- B. Board to consider and take possible action on the proposed edits, changes, and additions to Policy #2.13 Maternity Leave for administrators, as outlined in the attachment

Motion to approve the proposed edits, changes, and additions to Policy #2.13 Maternity Leave for administrators, as outlined in the attachment. This motion, made by Stephanie Ruttman and seconded by Rhonda Mills, passed.

Brent England: Yea

Neal Kessler: Yea

Rhonda Mills: Yea

Stephanie Ruttman: Yea

Forrest Turpen: Yea

Yea: 5, Nay: 0

- C. Board to consider and take possible action on the proposed edits, changes, and additions to Policy #3.12 Maternity Leave for support personnel, as outlined in the attachment

Motion to approve the proposed edits, changes, and additions to Policy #3.12 Maternity Leave for support personnel, as outlined in the attachment. This motion, made by Stephanie Ruttman and seconded by Neal Kessler, passed.

Brent England: Yea

Neal Kessler: Yea

Rhonda Mills: Yea

Stephanie Ruttman: Yea

Forrest Turpen: Yea

Yea: 5, Nay: 0

- D. Board to consider and take possible action on the proposed edits, changes, and additions to Policy #2.13 Personal Leave for certified personnel, as outlined in the attachment

Motion to approve the proposed edits, changes, and additions to Policy #2.13 Personal Leave for certified personnel, as outlined in the attachment. This motion, made by Neal Kessler and seconded by Forrest Turpen, passed.

Brent England: Yea

Neal Kessler: Yea

Rhonda Mills: Yea

Stephanie Ruttman: Yea

Forrest Turpen: Yea

Yea: 5, Nay: 0

- E. Board to consider and take possible action on the proposed edits, changes, and additions to Policy #2.13 Personal Leave for administrators, as outlined in the attachment

Motion to approve the proposed edits, changes, and additions to Policy #2.13 Personal Leave for administrators, as outlined in the attachment. This motion, made by Rhonda Mills and seconded by Stephanie Ruttman, passed.

Brent England: Yea

Neal Kessler: Yea

Rhonda Mills: Yea

Stephanie Ruttman: Yea

Forrest Turpen: Yea

Yea: 5, Nay: 0

- F. Board to consider and take possible action on the proposed edits, changes, and additions to Policy #3.12 Personal Leave for support personnel, as outlined in the attachment

Motion to approve the proposed edits, changes, and additions to Policy #3.12 Personal Leave for support personnel, as outlined in the attachment. This motion, made by Rhonda Mills and seconded by Stephanie Ruttman, passed.

Brent England: Yea

Neal Kessler: Yea

Rhonda Mills: Yea

Stephanie Ruttman: Yea

Forrest Turpen: Yea

Yea: 5, Nay: 0

- XI. **New Business** There was no New Business.

- XII. **Vote to Adjourn**

Motion to adjourn at 8:10p.m. This motion, made by Stephanie Ruttman and seconded by Rhonda Mills, passed.

Brent England: Yea

Neal Kessler: Yea

Rhonda Mills: Yea

Stephanie Ruttman: Yea

Forrest Turpen: Yea

Yea: 5, Nay: 0

Owasso Board of Education Regular  
Meeting  
Monday, August 14, 2023 6:30 PM Central

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

### **I. Call to Order and Roll Call**

Attendance Taken at 6:30 PM.

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

**II. Special Recognition** - Ms. Tiffani Cooper, Ms. Lisa McBride and Ms. Shannon Chatwin

**III. Pledge of Allegiance**

### **IV. Reports to the Board**

A. Superintendent - Dr. Margaret Coates

Dr. Coates shared information regarding the district wide welcome back celebration which included presentations by Tulsa Teachers Credit Union, Owasso Education Foundation, POM squad, Band and presenter George Couros.

B. Teaching and Learning - Mr. Mark Officer

Mr. Officer reported that SPARK began today and was a success. The Teaching and Learning team has a few study trips planned, including Greenwood Rising, Woody Guthrie and Bob Dylan. Special Services has a few new contracts submitted for board approval. Marching band is back in full swing and looking to purchase a semi truck in the near future.

C. District Services - Mr. Kerwin Koerner

Mr. Koerner reported on recent storm damage to several buildings, including Hodson Elementary, but stated we would be ready for the start of school. He shared that the district has 450 transfer students enrolled so far for this year. He presented photos of the renovation at the Wellness center and stated the 8th grade center roof was next to be refurbished.

D. Continuous Strategic Improvement (CSI) - Mr. Phillip Storm

Mr. Storm gave a report and explanation of Goal area #2, Ram Team. Objective 1 is Recruit and Retain the Ram Team with a focus on a recruitment, retention and employee support plans. Objective 2 is to Develop the Ram team by focusing on developing a short term and a long term professional development plan.

### **V. Comments from the Public Regarding Agenda Items**

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

There were no comments from the public regarding agenda items.

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

Motion to approve consent agenda items VI.A. through VI.E.i. This motion, made by Stephanie Ruttman and seconded by Forrest Turpen, passed.

Brent England: Yea

Neal Kessler: Yea

Rhonda Mills: Absent

Stephanie Ruttman: Yea

Forrest Turpen: Yea

Yea: 4, Nay: 0, Absent: 1

A. Minutes of July 17, 2023 Regular Meeting

B. Teaching and Learning

i. Out of State Student Activity Trips

ii. Rental Agreement with Cain's Ballroom for the Owasso High School Prom on May 4, 2024 for the 2023-2024 school year at a cost of \$ 4000.00, as outlined in the attachment and authorize the Superintendent or designee to execute the Rental Agreement

iii. Contract with Incredible Pizza for the Owasso High School Grad Bash 2024 for the 2023-2024 school year at a cost of \$50 per student for approximately 500 students, as outlined in the attachment and authorize the Superintendent or designee to execute the Contract

iv. Agreement with Lauren Lunsford for Artists in Schools Program for the 2023-2024 school year at a cost of \$12,060.00, as outlined in the attachment and authorize the Superintendent or designee to execute the Agreement

v. License agreement with Riverside Insights for online access to gifted K-12 group assessment products the 2023-2024, 2024-2025, and 2025-2026 school years. This contract is a commitment to Use CogAT for three (3) years in exchange for a fifteen percent (15%) discount on the products as outlined in the attachment and authorize the Superintendent or designee to execute the agreement

C. District Services

i. Agreement with Rogers County Board of County Commissioners for Interlocal Property Maintenance for the 2023-2024 school year as outlined in the attachment and authorize the Superintendent or designee to execute the Agreement

D. Finance

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

2023-2024 General Fund #311-509 (Vendors) \$278,551.44

2023-2024 Building Fund #61-64 (Vendors) \$68,000.00

2023-2024 Bond Fund 31 #170-199 (Vendors) \$385,204.99

2023-2024 Bond Fund 39 # 15-16 (Vendors) \$30,000.00

ii. Activity Financial Report for July 2023

iii. Activity Account Budgets

iv. Advertising Agreement / Contract with Lighthouse Electric for the 2023-2024 school year at a donation of \$1,000, as outlined in the attachment and authorize the Superintendent or designee to execute the Advertising Agreement

v. Renewal of agreement with PepsiCo, LLC for exclusive beverage availability for the 2023-2024 fiscal year at a cost of \$0.00 as outlined in the attachment and authorize the superintendent or designee to execute the agreement

E. Human Resources

i. Transitions

**VII. Communications/Superintendent - Dr. Margaret Coates**

A. Board to consider and take possible action on the proposed Board of Education Meeting dates for the 2024 calendar year

Motion to approve the proposed Board of Education Meeting dates for the 2024 calendar year. This motion, made by Stephanie Ruttman and seconded by Neal Kessler, passed.

Brent England: Yea

Neal Kessler: Yea

Rhonda Mills: Absent

Stephanie Ruttman: Yea

Forrest Turpen: Yea

Yea: 4, Nay: 0, Absent: 1

**VIII. Teaching and Learning -Mark Officer**

A. Board to review Policy #1.22 Discrimination, Harassment and Retaliation and Grievance Procedure for Filing, Process and Resolving Complaints Alleging Discrimination, Harassment and Retaliation

Motion to approve Policy #1.22 Discrimination, Harassment and Retaliation and Grievance Procedure for Filing, Process and Resolving Complaints Alleging Discrimination, Harassment and Retaliation. This motion, made by Neal Kessler and seconded by Stephanie Ruttman, passed.

Brent England: Yea

Neal Kessler: Yea

Rhonda Mills: Absent

Stephanie Ruttman: Yea

Forrest Turpen: Yea

Yea: 4, Nay: 0, Absent: 1

B. Board to review Policy #1.86 Selection of Library materials for first reading. Edits, changes, and additions to the policy are outlined in the attachment.

Motion to approve proposed edits, changes and additions to Policy#1.86 Selection of Library Materials. This motion, made by Neal Kessler and seconded by Forrest Turpen, passed.

Brent England: Yea

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

C. Board to consider and take possible action on a contract with Dr. Suzanna J. Thompson Stanton to provide professional continuing education presentation "Ethics for the Professional Speech Language Pathologist" on August 16, 2023 at a cost outlined in the attachment and authorize the Superintendent or designee to execute the Contract

Motion to approve contract with Dr. Suzanna J. Thompson Stanton to provide professional continuing education presentation "Ethics for the Professional Speech Language Pathologist" on August 16, 2023 at a cost outlined in the attachment and authorize the Superintendent or designee to execute the Contract. This motion, made by Stephanie Ruttman and seconded by Neal Kessler, passed.

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

D. Board to consider and take possible action on a Contract with ProCare Therapy, d/b/a new Direction Solutions, LLC to provide a Consultant as a Special Education Teacher for the 2023-2024 school year at a cost outlined in the attachment and authorize the Superintendent or designee to execute the Contract and Addendum

Motion to approve Contract with ProCare Therapy, d/b/a new Direction Solutions, LLC to provide a Consultant as a Special Education Teacher for the 2023-2024 school year at a cost outlined in the attachment and authorize the Superintendent or designee to execute the Contract and Addendum. This motion, made by Stephanie Ruttman and seconded by Neal Kessler, passed.

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

#### **IX. Finance - Phillip Storm**

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

Brent England: Yea

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

B. Board to consider and take possible action on a Certificate and Order to County Clerk and County Treasurer

Motion to approve a Certificate and Order to County Clerk and County Treasurer. This motion, made by Stephanie Ruttman and seconded by Neal Kessler, passed.

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

#### X. **Human Resources** - Lisa Johnson

A. Board to review Policy #2.13 Personal Leave for certified personnel for first reading. Edits, changes, and additions to the policy are outlined in the attachment

B. Board to review Policy #2.13 Personal Leave for administrators for first reading. Edits, changes, and additions to the policy are outlined in the attachment

C. Board to review Policy #3.12 Personal Leave for support personnel for first reading. Edits, changes, and additions to the policy are outlined in the attachment

D. Board to review Policy #2.13 Maternity Leave for certified personnel for first reading. Edits, changes and additions to the policy are outlined in the attachment

E. Board to review Policy #2.13 Maternity Leave for administrators for first reading. Edits, changes and additions to the policy are outlined in the attachment

F. Board to review Policy #3.12 Maternity Leave for support personnel for first reading. Edits, changes and additions to the policy are outlined in the attachment

#### XI. **Executive Session**

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

Motion to convene into executive session at 7:35p.m. for the purpose of hiring the Assistant Director of Child Nutrition as authorized by Okla. Stat. Tit. 25§307(B)(1). This motion, made by Forrest Turpen and seconded by Stephanie Ruttman, passed.

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

Forrest Turpen: Yea

Yea: 4, Nay: 0, Absent: 1

#### B. Statement of Executive Session Minutes

During the executive session, the members of the Board of Education who were present were Brent England, Frosty Turpen, Neal Kessler and Stephanie Ruttman . Also present during the executive session was Dr. Margaret Coates and Mr. Kerwin Koerner. During the executive session, the board members discussed the hiring of an Assistant Director of Child Nutrition. Nothing else was discussed and no votes were taken. This will constitute the minutes of the executive session.

#### C. Acknowledge return to Open Session

Acknowledge return to Open Session at 7:55

XII. Board to consider and take possible action to hire an Assistant Director of Child Nutrition Motion to hire Mr. Brian Elam as the Assistant Director of Child Nutrition. This motion, made by Stephanie Ruttman and seconded by Neal Kessler, passed.

Brent England: Yea

Neal Kessler: Yea

Rhonda Mills: Absent

Stephanie Ruttman: Yea

Forrest Turpen: Yea

Yea: 4, Nay: 0, Absent: 1

#### XIII. **New Business**

There was no New Business

#### XIV. **Vote to Adjourn**

Motion to adjourn at 7:57 p.m. This motion, made by Neal Kessler and seconded by Stephanie Ruttman, passed.

Brent England: Yea

Neal Kessler: Yea

Rhonda Mills: Absent

Stephanie Ruttman: Yea

Forrest Turpen: Yea

Yea: 4, Nay: 0, Absent: 1

Owasso Board of Education Special Meeting  
Tuesday, August 29, 2023 12:00 PM Central

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

### I. Call to Order and Roll Call

Attendance Taken at 12:00 AM.

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

### II. Pledge of Allegiance

III. Presentation of Superintendent's recommendation for the dismissal of teacher Essence Fields and vote to schedule a hearing on Superintendent's recommendation and to direct that notice of said hearing be sent to Essence Fields, together with a copy of the Superintendent's recommendation

Motion to schedule a hearing on Thursday, September 28, 2023 at 12:00p.m. on Superintendent's recommendation for the dismissal of teacher Essence Fields. This motion, made by Stephanie Ruttman and seconded by Neal Kessler, passed.

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

IV. Motion and vote to accept any resignations tendered since the posting of this agenda. No resignation was received prior to the posting of this agenda.

### V. Executive Session

A. Vote to convene into executive session for the purpose of considering the appeal of a denied student transfer with a review of confidential educational records and transfer requests of students whereby disclosure of any additional information could potentially violate FERPA as authorized by Okla.Stat.Tit25§307(B)(7).

Motion to convene into executive session at 12:10p.m. for the purpose of considering the appeal of a denied student transfer with a review of confidential educational records and transfer requests of students whereby disclosure of any additional information could potentially violate FERPA as authorized by Okla.Stat.Tit25§307(B)(7). This motion, made by Neal Kessler and seconded by Forrest Turpen, passed.

Brent England: Yea  
Neal Kessler: Yea

Rhonda Mills: Absent  
Stephanie Ruttman: Yea  
Forrest Turpen: Yea  
Yea: 4, Nay: 0, Absent: 1

VI. Acknowledge Board's return from executive session  
Acknowledge Boards's return from executive session at 12:18p.m.

VII. Statement of executive session minutes  
During the executive session, the members of the Board of Education who were present were Brent England, Frosty Turpen, Neal Kessler and Stephanie Ruttman. During the executive session, the board members discussed the appeal of a denied student transfer with a review of confidential educational records and transfer request of student whereby disclosure of any additional information could potentially violate FERPA. Nothing else was discussed and no votes were taken. This will constitute the minutes of the executive session.

VIII. Board to consider and take possible action to accept or overturn decision of Superintendent to deny transfer request of Student A  
Motion to accept decision of Superintendent to deny transfer request of Student A. This motion, made by Neal Kessler and seconded by Forrest Turpen, passed.

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

**IX. Vote to Adjourn**

Motion to adjourn at 12:20p.m. This motion, made by Forrest Turpen and seconded by Neal Kessler, passed.

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

## **September 2023 Overnight/Out of State Student Activity Requests**

- **October 19, 2023 - Crystal Bridges Museum of American Art Tour - OHS Visual Art - Bentonville, AR**
- **November 3-4, 2023 - Elite 14 Showcase (Oklahoma vs Texas) - Boys Basketball - Wichita Falls, TX**
- **December 7-9, 2023 - Fayetteville, AR Tournament - Boys Basketball - Fayetteville, AR**
- **December 12, 2023 - Clinic and Performance at the University of Arkansas Faulkner Performing Arts Center - Owasso Percussion and Saxophone Ensemble - Fayetteville, AR**
- **January 11-13, 2024 - Oklahoma Choral Directors Association All State Conference - OCDA JH and Jazz - Oklahoma City, OK**
- **January 12-13, 2024 - Perry JH Tournament - Jr High Wrestling - Perry, OK**
- **January 17-20, 2024 - Oklahoma Music Educators's Association All State - OMEA All State, 10-12 and Grades 4-8 - Tulsa, OK**
- **January 18-20, 2024 - Pittsburg, KS Tournament - OHS Boys Basketball - Pittsburg, KS**
- **January 31-February 3, 2024 - State JR High Wrestling Championships - Jr High Wrestling - Oklahoma City, OK**
- **March 18-22, 2024 - Annual Fine Art Immersion Trip - OHS Theater and Visual Art - New York City, NY**
- **March 20-24, 2024 - Southern Coast Cup - OHS Girls Soccer - Foley, AL**

RESEARCH AND DATA SECURITY AGREEMENT – HIGH SCHOOLS AND ELIGIBLE NON-PROFIT ORGANIZATIONS  
BETWEEN SCHOOL ENTITY AND OKLAHOMA STATE REGENTS FOR HIGHER EDUCATION

This agreement is between [REDACTED], hereby referred to as “Entity”, and the Oklahoma State Regents for Higher Education, hereby referred to as “OSRHE,” collectively referred to as “the Parties”.

Introduction

RECITALS

- A. The Entity desires that OSRHE render certain research services more fully described herein;
- B. OSRHE has demonstrated expertise in providing such services, has represented that it has the requisite knowledge, skill, experience and other resources necessary to perform such services and is desirous of providing such services for the Entity;
- C. OSRHE desires that students be counseled to complete their educational and higher education financial assistance pursuits; and
- D. the Entity has demonstrated expertise in providing such financial aid counseling and is ideally situated in relation to its students to provide such counseling services to those students attending schools within the Entity.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

1. Incorporation of Recitals: The matters recited above are hereby incorporated into and made a part of this Agreement.
2. Term of Agreement: This Agreement is for a term commencing on the date of signature and shall terminate upon either party receiving notice from the other pursuant to the notice provision below.
3. Definition of Entity: Entity shall mean any public, private, parochial, or denominational high school. Entity shall also mean a non-profit organization that 1) is, and continues to be, designated as tax-exempt by the Internal Revenue Service under Section 501(c)(3) of the Internal Revenue Code, 2) has as part of its mission a stated and demonstrated commitment to promoting college access and a record of legitimacy and reliability, 3) provides its services primarily to economically disadvantaged clients, 4) does not charge students, families, other clients, or schools for any of its services, 5) has not itself, nor have any of its affiliates or its parent organization, if any, been administratively or judicially formally accused of committing or determined to have committed fraud or any other material violation of law involving Federal, state, or local government funds, and 6) has submitted a written statement to the state grant agency certifying that each of the above criteria has been met and that the nonprofit organization will immediately notify the state grant agency, in writing, if it does not or cannot continue to meet any of those criteria.
4. Scope of Services: OSRHE agrees to provide the research services to the Entity set forth in Exhibit A (“Services”), in accordance with the terms and conditions of this Agreement. In exchange for the research services provided by OSRHE to Entity, Entity shall use its best efforts to encourage its students to follow through with their higher educational and financial aid pursuits.

“Services” means, collectively, the services, deliverables, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement. The parties may, from time to time, request changes in the Scope of Services. Any such changes shall be documented by a written amendment to this Agreement signed by both parties.

5. Compensation: Each party agrees to provide the Services at no cost or at no reimbursement of expenses to the other party.
6. Confidential Information, Dissemination of Information, Ownership, Survival:
  - A. Confidential Information: In performance of this Agreement, both parties shall have access to or receive certain information that is not **generally known to others** (“Confidential Information”). **Each party shall not use or disclose any Confidential Information** or any finished or unfinished, documents, screens, reports, writings, procedural manuals, forms, source code, object code, work flow charts, methods, processes, data, data studies, drawings, maps, files, records, computer printouts, designs, equipment descriptions, or other materials **prepared or generated as a result of this Agreement (“Work Product”)** without the prior written consent of the other party. Both parties shall use at least the same standard of care in the protection of the Confidential Information of the other party as each party uses to protect its own Confidential Information, but in any event such Confidential Information shall be protected in at least a commercially reasonable manner.
  - B. Highly Confidential Information: “Highly Confidential Information” means **employee, volunteer, student, or teacher data including, but not limited to** student identification number, social security number, phone number, email address, gender, ethnicity, race, foster care status, disabilities, school, grade, grade point average, standardized test scores, assessment data, after school activities, highest grade completed, discipline history, criminal history, free or reduced lunch qualifications, housing status, income, household income or payroll information. In performance of this Agreement, both parties shall have access to or receive Highly Confidential Information. Each party shall not use or disclose any Highly Confidential information without the prior written consent of the other party.

- C. Transmitting and Storing Highly Confidential Information: Both parties shall:
- i. When mailing physical copies of Highly Confidential Information, send the Highly Confidential Information in a tamper-proof, labeled container, with a tracking number and a delivery confirmation receipt;
  - ii. Only mail Highly Confidential Information on electronic media, such as CDs, DVDs, electronic tape, etc., if the Highly Confidential Information is encrypted. Encryption must utilize the Advanced Encryption Standard ("AES") algorithm with a key of 256 bits or greater ("Encrypt"). The Highly Confidential Information shall only be mailed in accordance with the provisions of Section i, above;
  - iii. Encrypt all Highly Confidential Information prior to transmitting it electronically. OSRHE shall not transmit any unencrypted Highly Confidential Information via email, blackberry, blackjack, instant messages or any other unencrypted protocols;
  - iv. Not send any password or other information sufficient to allow decryption of Highly Confidential Information with the Encrypted Highly Confidential Information;
  - v. Keep all physical copies (paper or other physical representations) of Highly Confidential Information under lock and key, or otherwise have sufficient physical access control measures to prevent unauthorized access. Neither party shall leave Highly Confidential Information unsecured and unattended at any time;
  - vi. Encrypt any Highly Confidential Information stored on electronic media, such as CDs, DVDs, tape, flash drives, etc. Further, such electronic media shall be kept locked, or otherwise have sufficient physical access control measures to prevent unauthorized access. Neither party shall leave Highly Confidential Information in any electronic format, including computer databases, unsecured, meaning accessible without a password, and unattended at any time;
  - vii. Both parties shall take precautions to ensure that access through modems, networks, and the Internet is carefully monitored and limited to authorized users; and
  - viii. Only authorized users within either organization who have signed a notarized Affidavit of Nondisclosure shall have access to Highly Confidential Information, unless disclosure of Highly Confidential Information to a third party is authorized by the prior written consent of both parties pursuant to Section D below.
- D. Dissemination of Information: Neither party shall disseminate any Confidential Information or Highly Confidential Information to a third party without the prior written consent of the other party. If either party is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any Confidential Information, Highly Confidential Information or Work Product which may be in that party's possession, that party shall immediately give notice to the other party and its General Counsel with the understanding that the other party shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Neither party shall be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Each party shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by both parties under this Agreement. Neither party shall make any disclosure or publication whereby a sample unit or survey respondent (including students and schools) could be identified or the data furnished by or related to any particular person or school under these sections could be identified.
- E. Ownership: All original research results, data, information, records and work product generated under this Agreement, including all tangible or intangible property (collectively "Work Product") shall be jointly owned by Entity and OSRHE. Each party agrees that all Confidential Information, Highly Confidential Information and preexisting intellectual property shall at all times be and remain the property of the party that supplied it. Each party shall execute all documents and perform all acts that the other party may request in order to assist the other party in perfecting or protecting its rights in and to the Work Product and all intellectual property rights relating to the Work Product.
- F. Use of Confidential Information, Highly Confidential Information, and Work Product: Each party warrants and represents that it shall not use the Confidential Information, Highly Confidential Information or Work Product, unless in the aggregate, for any purpose not specifically identified in this agreement, including, but not limited to any research project whether internal or external to that party. Any use of the Confidential Information, Highly Confidential Information, or any Work Product not specifically contemplated in this Agreement shall be considered a material breach of this Agreement.
- G. Third Party Confidential Information and Proprietary Information: Each party agrees not to utilize, analyze, reverse engineer, or otherwise exploit any third party Confidential Information or proprietary information in performing the Services regardless of where that party obtained the third party Confidential Information or proprietary information (even if the third party Confidential Information or proprietary information was provided by the other party) unless that party has previously secured the appropriate authorization in writing from such third party. In accordance with the provisions of Section 12 of this Agreement, each party hereby agrees to indemnify and hold harmless the other party against any and all claims related to third party Confidential Information and proprietary information in connection with or arising out of the acts or omissions of the indemnifying party or its Staff under this Agreement.

- H. Return or Destruction of Confidential Information and Highly Confidential Information: Each party shall, at the other party's option, destroy or return all Confidential Information and Highly Confidential Information to the other party upon demand within three (3) business days of demand. In addition, that party shall, at the other party's option, destroy or return all Confidential Information and Highly Confidential Information that belong to the other party within three (3) days of the expiration or termination of this Agreement. In the event the party to which the aforesaid information belongs elects to have the other party destroy the Confidential Information and Highly Confidential Information, that party shall provide an affidavit attesting to such destruction.
- I. Staff and Subcontractors: Each party agrees to cause its personnel, staff and subcontractors, if any, to undertake the same obligations of confidentiality and ownership agreed to herein by that party.
- J. Oklahoma Open Records Act: The parties acknowledge that this Agreement and all documents submitted to the Educational Entity related to this contract award are a matter of public record and are subject to the Oklahoma Open Record Act (Title 51 O.S. §§24A.1 – 24A.30 as amended) and any other comparable state and federal laws.
- K. Information Security Procedures: It is critical that Highly Confidential Information be kept secure and protected from unauthorized disclosure. Therefore, all the Highly Confidential Information shared pursuant to this Agreement must be stored securely so that only authorized users within the organization have access to it. This means that computer data bases should be password protected; that precautions are taken to ensure that access through modems, networks, and the Internet is carefully monitored and limited to authorized users; and that data tapes, disks, paper files and other storage media are kept in secure locations.
- L. Security Incidents: Each party shall report to the other all known or suspected Security Incidents. "Security Incident" means any unauthorized action by a known or unknown person which, if successfully completed, should reasonably be considered one of the following: a cyber-attack, denial of service (DoS/DDoS), disclosure of confidential customer or other sensitive information, misuse of system access, unauthorized access or intrusion (hacking), malware infection, unsolicited network reconnaissance, or any other activity that directly affects either of the party's Confidentiality, Integrity, and Availability of systems and/or data.. "Security Incident" shall also include any contact by a law enforcement agency regarding any data. For purposes hereof, "the Parties" shall include any of their employees, agents, contractors or third parties including, without limitation, any vendors used by them that have access (either authorized or unauthorized) to the data.
- M. Survival: The provisions of this Section shall survive the termination or expiration of this Agreement and only be ended with the complete and secure disposal of all confidential and / or highly confidential information and with the agreement of both parties. .

**7. Representations and Warranties of the Parties:** Both parties represent and warrant that the following shall be true and correct as of the Effective Date of this Agreement and shall continue to be true and correct during the Term of this Agreement:

Compliance with Laws: The parties are and shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Agreement, as amended from time to time, including but not limited to the Drug-Free Workplace, the Family Educational Rights and **Privacy Act** ("FERPA"), **the Protection of Pupil Rights Amendment and any others relating to non-discrimination.**

Authorization: Each party has taken all action necessary for the approval and execution of this Agreement, and execution by the persons signing on behalf of both parties is duly authorized and has been made with complete and full authority to commit both parties to all terms and conditions of this Agreement which shall constitute valid, binding obligations of each party.

↓

**Liability:** The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The participating Entities that are subject to the Oklahoma Governmental Tort Claims Act shall be responsible for the acts and omissions to act of its officers and employees while acting within the scope of their employment according to the Governmental Tort Claims Act, Title 51 O.S. Section 151 et seq. All other Entities shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees or agents. Those Entities not covered by and subject to the Oklahoma Governmental Tort Claims Act agree to hold harmless the Oklahoma State Regents for Higher Education of any claims, demands and liabilities from any act or omission on the part of the service provider and/or its agents, servants, and employees in the performance of the contract. In the event of litigation the prevailing party shall be entitled to its attorney's fees and costs as awarded by a court of competent jurisdiction. It is the express intention of the parties hereto that this agreement shall not be construed as, or given the effect of, creating a joint venture, partnership or affiliation or association that would otherwise render the parties liable as partners, agents, employer-employee or otherwise create any joint and several liability.

**8. Non-Liability of Entity or OSRHE Officials:** The parties agree that no member, employee, agent, officer or official of either party shall be personally charged by the other party, its members if a joint venture or any subcontractors with any liability or expense under the Agreement or be held personally liable under the Agreement to the other party, its members if a joint venture or any subcontractors.

9. Audit and Document Retention: Subject to state and federal laws regarding the disclosure of student information and the confidentiality provisions of this Agreement, all records referenced above and all records required to be maintained as part of the Services, shall be retained for five (5) years after completion of Services and shall be subject to inspection and audit by the other party. Each party shall include in all subcontractor agreements for Services provisions requiring subcontractors to maintain the above described records and allowing the other party, the Inspector General of the Entity, federal and state auditors the same right to inspect and audit said records as set forth herein. Data received pursuant to this Agreement shall be secured in accordance with standard audit requirements, and the parties shall retain records of access and use of such data for a period of three (3) years following the termination of this Agreement.

11. Notices: All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally, or (ii) sent by email, or (iii) one day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt. Refusal to accept delivery has the same effect as receipt.

IF TO THE ENTITY:

Name/Title

Address

Email address

IF TO OSRHE:

Irala Magee, Assistant Vice Chancellor for Scholarships and Grants

OSRHE

PO Box 108850

Oklahoma City, OK 73101-8850

[imagee@osrhe.edu](mailto:imagee@osrhe.edu)

In consideration of the mutual covenants and agreements contained in this Agreement, the Parties agree to the terms and conditions set forth herein and have caused this Agreement to be executed by their duly authorized representatives on the dates shown below. This Agreement may be signed in counterparts each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

Entity

Oklahoma State Regents for Higher Education

By:

By:

Date

Date

Printed Name:

Printed Name: Bryce L. Fair

Title:

Title: Associate Vice Chancellor for Scholarships & Grants

**Superintendent/School Board President/Chief Executive**

SCOPE OF SERVICES

This Scope of Services shall be conducted pursuant to the terms and conditions of the Research and Data Security **Agreement** ("Agreement") dated [REDACTED] by and between the Oklahoma State Regents for Higher Education ("OSRHE") and [REDACTED] (the "Entity"). **Defined terms used in this Scope of Services shall have the same meanings as** those ascribed to such terms in the Agreement.

In furtherance of the objective outlined in the attached Agreement, the respective parties agree to do the following:

- If a high school, Entity hereby engages OSRHE to conduct an ongoing study to identify those students within the Entity to determine the FAFSA completion status of Entity students.
- If an eligible non-profit, Entity hereby engages OSRHE to conduct an ongoing study to identify students attending qualified schools for whom Entity may be able to provide scholarship aid under its assistance programs. **OSRHE's services shall include the determination of** FAFSA completion status of such students.

**In order to facilitate this study and in accordance with the Family Educational Rights and Privacy Act ("FERPA"), TITLE 20, CHAPTER 31, SUBCHAPTER III, Part 4 § 1232g(b)(1)(F)\***, Entity shall provide OSRHE with the following student data in a format specified by OSRHE and no later than December 15<sup>th</sup> of each year:

:

1. \*District Code
2. \*School Code
3. \*Student First Name
4. Student Middle Initial
5. \*Student Last Name
6. \*Date of Birth (YYYYMMDD)
7. \*Gender (Male=1, Female=2)

\*Required

With the authority provided pursuant to the disclosure provisions in the FAFSA that allow data sharing in order to facilitate **the applicant's pursuit of** financial aid, OSRHE shall share the following data with Entity:

On a biweekly basis between January and June each calendar year, the OSRHE will perform the FAFSA match so that Entity will be able to determine the FAFSA status of students associated with the Entity.

Shared data shall not be used for any purpose other than those described herein. All data shall be encrypted and securely shared between the parties and no data shall be shared outside of the parties except in the aggregate.

# OKLAHOMA STATE REGENTS FOR HIGHER EDUCATION



*Improving our future by degrees*

## **Primary Data (Receiver) Point of Contact/Primary Data Custodian. (This person will supply the list of students to be matched.)**

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

School/District/Entity Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

### Additional Authorized Users:

Name and Title: \_\_\_\_\_ School/District: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Name and Title: \_\_\_\_\_ School/District: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Name and Title: \_\_\_\_\_ School/District: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

---

Signed by Entity Designated Signatory: \_\_\_\_\_

(Must be signed by the person that executed the Research and Data Security Agreement.)

Printed Name and Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Return to:

Irala K. Magee  
Assistant Vice Chancellor for Scholarships and Grants  
Oklahoma State Regents for Higher Education  
P.O. Box 108850  
Oklahoma City, OK 73101-8850  
Phone: (405) 225-9378  
Fax: (405) 225-9392

## **ADDENDUM TO THE AGREEMENT of MAY 1, 2023**

THIS INDEPENDENT CONTRACTOR AGREEMENT (THE "AGREEMENT") IS MADE AND ENTERED INTO AS OF MAY 1, 2023.

BY AND BETWEEN CLIENT: OWASSO PUBLIC SCHOOL DISTRICT  
AND  
CONTRACTOR: CONNECTED KIDS, INC.

### **PROPOSED ADDENDUM DATE OF EFFECT: SEPTEMBER 11, 2023**

#### **Purpose of Contract Addendum:** Flexibility in Employee Provision

We at Connected Kids greatly value our partnership with Owasso Public Schools, and we are committed to ensuring the continuity and quality of services provided while adapting to your evolving needs. In this spirit, we propose the following addendum to our existing contract dated May 1, 2023 to allow flexibility in the provision of employees without impacting the financial agreement.

#### 1. Flexibility in Employee Provision:

1.1 Both parties acknowledge that the specific number and roles of employees provided by Connected Kids to Owasso Public Schools may need to be adjusted to meet changing circumstances and requirements.

1.2 Connected Kids commits to working collaboratively with Owasso Public Schools to determine the most appropriate staffing levels and employee roles based on the evolving needs of the district.

1.3 Any changes in the number or roles of employees will be discussed and agreed upon in advance, with written documentation of the agreed-upon changes.

#### 2. Service Integrity:

2.1 Despite potential adjustments to employee provision, Connected Kids reaffirms its commitment to maintaining the highest level of service quality and standards.

2.2 All employees provided by Connected Kids will continue to meet the necessary qualifications, certifications, training, and as outlined in the original contract.

#### 3. Financial Agreement:

3.1 This addendum does not alter the totality of the financial terms and conditions of the original contract.

3.2 This addendum does allow for the additional rate and flexibility to allow for program Teaching Assistants for \$25/hour in place of a Half-Time Teacher or Half-Time Counselor when deemed necessary within the Compensation section of the contract.

3.2 Any additional costs incurred due to changes in employee provision will be mutually agreed

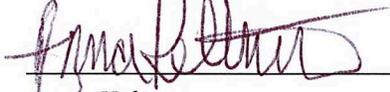
upon and documented in writing.

4. Term:

4.1 This addendum shall be effective upon the date of signing by both parties and will remain in effect for the duration of the original contract.

By signing below, both parties agree to the terms outlined in this addendum and confirm their commitment to maintaining a strong and flexible partnership.

Connected Kids:



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Anna Keltner

Connected Kids, Inc

Date: 9/6/2023

Owasso Public Schools:

---

Board of Education President or Other Representative  
Owasso Public Schools

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

Please sign and return a copy of this addendum to confirm your agreement. If you have any questions or require further clarification, please do not hesitate to contact us.

Thank you for your continued partnership, and we look forward to working closely with Owasso Public Schools to provide the best services possible.

Sincerely,

Dr. Barbara Sorrels  
Connected Kids, Inc

## INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (THE "AGREEMENT") IS MADE AND ENTERED INTO  
AS OF MAY 1, 2023.

BY AND BETWEEN CLIENT: OWASSO PUBLIC SCHOOL DISTRICT

AND

CONTRACTOR: CONNECTED KIDS, INC.

### **THE PURPOSE OF HIRING THE CONTRACTOR**

The Client has engaged the contractor for the purpose of creating a trauma-responsive early childhood program for Owasso Public Schools that supports the needs of young learners across the nine elementary sites. The client is of the opinion that the contractor has the necessary qualifications, experiences, and abilities to provide services to the Client.

### **SERVICES PROVIDED AND START DATE**

The client agrees to engage the contractor to provide the following services:

- May 2023 - Program Set-Up & Student Observation/Consultation
- July 2023 - Summer Institute: Focus for K transitioning to 1st
- Aug-May 2023/2024 - Pre-K/K Full-Year Program

### **AGREED UPON EXPECTATIONS OF THE CLIENT (OWASSO SCHOOL DISTRICT)**

The district agrees to:

1. Provide the following items at no cost for use:
  - Use of one classroom housed at an OPS elementary campus
  - Use of playground equipment
  - Use of motor room and materials
  - In-district transportation between school sites
  - Facility use for parent trainings
2. Fund the staffing of the program with 3 adults: 1 full-time teacher, 2 half-time teachers
3. Establish a referral/selection process that promotes the proper identification and equity of services to early childhood students across the district.
  - Parent Release of Information

- Parent Application
  - Teacher Assessment (Brain Map)
  - Student Behavior Analysis (Suspensions, etc.)
4. Manage the class size(s) from exceeding 12 students per class
  5. Provide Crisis Prevention Intervention (CPI) Training
  6. Provide CPR, as part of CPI requirement
  7. Provide all of required training for certified staff as outlined by the state or district
  8. Allow OPS employees the opportunity to participate in the Connected Kids Fellowship program at normal program rates.

#### **AGREED UPON EXPECTATIONS OF THE CONTRACTOR (CONNECTED KIDS)**

The contractor agrees to provide the following services:

1. All students served by Connected Kids and it's staff will be Owasso Public School students
2. Connected Kids will provide: 1 certified full-time teacher, 1 certified half-time teacher, 1 additional certified teacher or counselor
3. Clear and open communication between all parties
  - Site leaders and teachers
  - District leaders and supports
4. Attendance and participation in parent meetings
5. Free parent training opportunities/classes
6. Provision of Fellowship in Trauma Responsive Education by Connected Kids for site cohort team, with possible extension to other sites thereafter (See #8 above)
7. On-going access to and consultation with Dr. Barbara Sorrels for program support
  - Assessment for OPS students at no additional cost
8. Quarterly professional development opportunities for OPS teachers with Dr. Barbara Sorrels
9. Program teachers and support staff are Crisis Prevention Intervention (CPI) trained/certified
10. Teacher Certification: Elementary or Early Childhood Bachelors degree

**COMPENSATION**

- Contract Submission to Board of Education: April 2023
  - Start May 1, 2023
- Rate of Pay: \$50/hour for Full-Time Certified Teacher (Anna Kelter)
- Rate of Pay: \$50/hour for Half-Time Teacher or Counselor (x 2 employees)
- Contracted Time to be billed monthly
- *Insurance benefits not included*

**PROGRAM PROGRESSION AND DETAILS**

<b>Timeline</b>	<b>Structure</b>	<b>Program Details</b>	<b>Staffing</b>
May 2023	3- Full-days per week  No Class Varied Site Observations	Students: Target Kinder Students  Observe target students Establish program procedures Communication with Teachers Set up classroom Collaboration with District Behavior Specialist	Anna Kelter  Consultation with Dr. Sorrels
July 17-28th 2023	5- Full days for 2 weeks  1 - Class*	Students: Kinder to 1st Grade  Direct service with students Mon-Fri  Parent Training Opportunities	Anna Kelter + Connected Kids Half-Time Teacher + Connected Kids Half-time Teacher or Counselor  Consultation with Dr. Sorrels
August 2023 - May 2024 School Year	3- Full-days per week  1 - Class* 3 days AM - students 3 days PM- sites	Students: Pre-K and Kinder  Direct service with students in the morning (half-day); Site visit, observation, and consultation in the afternoon; Collaboration with Child Study Teams or SpEd teams, and teacher training. Collaboration with District Behavior Specialist  Parent Training Opportunities -3 quarterly	Anna Kelter + Connected Kids Half-Time Teacher + Connected Kids Half-Time Teacher or Counselor  Consultation with Dr. Sorrels

**ITEMS TO BE DETERMINED BY OWASSO PUBLIC SCHOOLS:**

1. School Site and Room
2. Broad Transportation Plan - will vary by class enrollment
  - Encourage parent drop-off, if possible, to assist with limiting morning transitions for little ones.
3. Program Name

**PROGRAM STAFFING EXPENSE BREAKDOWN**

1. May 1-May 30, 2023
  - Anna at \$50/hr, 3 days, 7 hr/day, 3 weeks = **\$3,150**
2. July 1-July 30, 2023
  - Anna at \$50/hr, 5 days, 7 hr/day, 2 weeks = \$3,500
  - Half-Time Teacher at \$50/hr, 5 days, 7 hr/day, 2 weeks = \$3,500
  - Half-Time Teacher or Counselor at \$50/hr, 5 days, 7 hr/day, 2 weeks = \$3,500
  - Total = **\$10,500**
3. August 1, 2023- May 30, 2024 (School year)
  - Anna at \$50/hr, 3 days, 7 hr/day, 36 weeks = \$37,800
  - Half-Time Teacher at \$50/hr, 3 days, 3 hr/day, 36 weeks = \$16,200
  - Half-Time Teacher or Counselor at \$50/hr, 3 days, 3 hr/day, 36 weeks = \$16,200
  - Total = **\$70,200**
4. **Total program cost = \$83,850**

**END DATE**

This contract is to end June 1, 2024 at which time the contract may be renegotiated and revised as agreed upon by both parties.

We the undersigned agree to the terms and conditions outlined in this contract.

Dr. Barbara Sorrels

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Dr. Barbara Sorrels  
CEO Connected Kids



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Chairman of the Board  
Owasso Public Schools

Capacities for Transfers September 6, 2023

Site	Capacity	Current	Available Slots			
Ator Elementary - Pre-K	40	25	15			
Ator Elementary - Kindergarten	60	56	4			
Ator Elementary - 1st Grade	60	63	0			
Ator Elementary - 2nd Grade	60	59	1			
Ator Elementary - 3rd Grade	60	56	4			
Ator Elementary - 4th Grade	60	62	0			
Ator Elementary - 5th Grade	60	56	4			
Bailey Elementary - Pre-K	40	33	7			
Bailey Elementary - Kindergarten	60	60	0			
Bailey Elementary - 1st Grade	60	71	0			
Bailey Elementary - 2nd Grade	80	82	0			
Bailey Elementary - 3rd Grade	60	64	0			
Bailey Elementary - 4th Grade	60	70	0			
Bailey Elementary - 5th Grade	80	100	0			
Barnes Elementary - Pre-K	40	35	5			
Barnes Elementary - Kindergarten	80	73	7			
Barnes Elementary - 1st Grade	80	75	5			
Barnes Elementary - 2nd Grade	80	81	0			
Barnes Elementary - 3rd Grade	80	77	3			
Barnes Elementary - 4th Grade	80	77	3			
Barnes Elementary - 5th Grade	80	87	0			
Hodson Elementary - Pre-K	40	39	1			
Hodson Elementary - Kindergarten	80	78	2			
Hodson Elementary - 1st Grade	80	93	0			
Hodson Elementary - 2nd Grade	80	97	0			
Hodson Elementary - 3rd Grade	80	82	0			
Hodson Elementary - 4th Grade	80	92	0			
Hodson Elementary - 5th Grade	80	87	0			
Mills Elementary - Pre-K	40	38	2			
Mills Elementary - Kindergarten	80	81	0			
Mills Elementary - 1st Grade	80	79	1			
Mills Elementary - 2nd Grade	80	74	6			
Mills Elementary - 3rd Grade	60	67	0			
Mills Elementary - 4th Grade	60	64	0			
Mills Elementary - 5th Grade	80	81	0			
Morrow Elementary - Pre-K	40	41	0			
Morrow Elementary - Kindergarten	100	113	0			
Morrow Elementary - 1st Grade	100	109	0			
Morrow Elementary - 2nd Grade	100	100	0			
Morrow Elementary - 3rd Grade	80	92	0			
Morrow Elementary - 4th Grade	100	102	0			
Morrow Elementary - 5th Grade	60	78	0			
Northeast Elementary - Pre-K	40	36	4			
Northeast Elementary - Kindergarten	80	77	3			
Northeast Elementary - 1st Grade	80	85	0			
Northeast Elementary - 2nd Grade	80	81	0			
Northeast Elementary - 3rd Grade	60	67	0			
Northeast Elementary - 4th Grade	60	63	0			
Northeast Elementary - 5th Grade	80	87	0			
Smith Elementary - Pre-K	40	27	13			
Smith Elementary - Kindergarten	60	62	0			
Smith Elementary - 1st Grade	60	58	2			
Smith Elementary - 2nd Grade	60	70	0			
Smith Elementary - 3rd Grade	60	66	0			
Smith Elementary - 4th Grade	60	69	0			
Smith Elementary - 5th Grade	60	52	8			

Capacities for Transfers September 6, 2023

Site	Capacity	Current	Available Slots			
Stone Canyon Elementary - Pre-K	40	38	2			
Stone Canyon Elementary - Kindergarten	80	80	0			
Stone Canyon Elementary - 1st Grade	80	72	8			
Stone Canyon Elementary - 2nd Grade	100	101	0			
Stone Canyon Elementary - 3rd Grade	100	103	0			
Stone Canyon Elementary - 4th Grade	80	99	0			
Stone Canyon Elementary - 5th Grade	80	89	0			
6th Grade Center	750	726	24			
7th Grade Center	750	780	0			
8th Grade Center	750	781	0			
Owasso High School - 9th Grade	750	835	0			
Owasso High School - 10th Grade	725	770	0			
Owasso High School - 11th Grade	725	750	0			
Owasso High School - 12th Grade	700	728	0			

CERTIFICATE OF APPROVAL

September 11, 2023

Purchase Orders to be approved by the Board of Education:

**2023-2024 General Fund**

		<u>P.O. Nos.</u>	
<i>VENDORS</i>		510-639	257,403.27
<i>VENDORS</i>	Change Orders		0.00
			<u>\$ 257,403.27</u>

**2023-2024 Building Fund**

		<u>P.O. Nos.</u>	
<i>VENDORS</i>		65-73	242,074.45
<i>VENDORS</i>	Change Orders		0.00
			<u>\$ 242,074.45</u>

**2023-2024 Child Nutrition Fund**

		<u>P.O. Nos.</u>	
<i>VENDORS</i>		31-35	153,050.74
<i>VENDORS</i>	Change Orders		0.00
			<u>\$ 153,050.74</u>

**2023-2024 Bond Fund 31**

		<u>P.O. Nos</u>	
<i>VENDORS</i>		200-224	272,003.91
<i>VENDORS</i>	Change Orders		0.00
			<u>\$ 272,003.91</u>

**2023-2024 Bond Fund 33**

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

**2023-2024 Bond Fund 35**

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

**2023-2024 Bond Fund 39**

		<u>P.O. Nos.</u>	
<i>VENDORS</i>		17-20	28,000.00
<i>VENDORS</i>	Change Orders		0.00
		<u>\$</u>	<u>28,000.00</u>

**2023-2024 Bond Fund 04-BOK**

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

## Purchase Order Register

Options: Year: 2023-2024, Fund: GENERAL FUND, Date Range: 8/10/2023 - 9/6/2023, PO Range: 510 - 639

PO No	Date	Vendor No	Vendor	Description	Amount
510	08/14/2023	276	WALMART #168	Office supplies	500.00
511	08/14/2023	11351	AMAZON	Megaphone	50.00
512	08/14/2023	18996	LITERACY RESOURCES, LLC	Kindergarten Book which teaches Phonics	89.00
513	08/14/2023	11351	AMAZON	Equipment for students at recess	350.00
514	08/14/2023	195	FELKINS ENTERPRISES, LLC	Signs for the parking lots	410.00
515	08/14/2023	15517	EXPLORELEARNING	1 Year Subscription for Reflex Math	3,295.00
516	08/14/2023	11351	AMAZON	Hula Hoop Connector Clips	50.00
517	08/14/2023	4361	SCHOOL MATE	Planners for 5th grade students	373.50
518	08/14/2023	276	WALMART #168	Sports equipment for student use	220.00
519	08/14/2023	11351	AMAZON	Office supplies	500.00
520	08/14/2023	13957	SOCIAL STUDIES SCHOOL SERVICE	Classroom supplies--Geography	270.00
521	08/14/2023	3151	REALLY GOOD STUFF LLC	CONSTRUCTION PAPER AND ROLL PAPER	600.00
522	08/14/2023	11351	AMAZON	OFFICE SUPPLIES TAPE,BATTERIES,FOLDERS,ENVELO PES	983.09
523	08/14/2023	9612	ROCHESTER 100 INC.	COMMUNICATION FOLDERS	500.00
524	08/14/2023	19377	SUZANNE JANINE THOMPSON STANTON	Professional Development Presentation	250.00
525	08/14/2023	4372	ASHA	Professional Development	144.00
526	08/14/2023	11351	AMAZON	Adaptive Supplies for Morrow	57.54
527	08/14/2023	18967	FLORIDA INSTITUTE OF TECHNOLOGY	Registration Fees	149.00
528	08/14/2023	19387	NEW DIRECTION SOLUTIONS LLC	Contract Special Education Instruction	81,526.25
529	08/14/2023	18354	SCHOOL SPECIALTY LLC	Construction paper	200.00
530	08/14/2023	11351	AMAZON	New reading adoption storage.	100.00
531	08/14/2023	276	WALMART #168	WILSON S/OPEN PO/SCIENCE SUPPLIES FOR WEST.	500.00
532	08/14/2023	276	WALMART #168	WILSON S/OPEN PO/SCIENCE SUPPLIES FOR EAST.	500.00
533	08/14/2023	195	FELKINS ENTERPRISES, LLC	COUNSELORS/BUSINESS CARDS FOR EAST/WEST.	280.00
534	08/14/2023	7244	DEMCO, INC.	Laminator	2,909.99
535	08/14/2023	11351	AMAZON	SPED Partition Room Dividers	60.00
536	08/14/2023	11351	AMAZON	2 Ice Makers	550.00
537	08/14/2023	11351	AMAZON	3 Drawer Tower	152.97
538	08/18/2023	11308	DISCOUNT SCHOOL SUPPLY	Large rolls of butcher paper	300.00
539	08/18/2023	276	WALMART #168	Plastic drawers for math supplies	50.00
540	08/18/2023	18996	LITERACY RESOURCES, LLC	Phonics Awareness Lessons	100.00
541	08/18/2023	5612	GREAT EXPECTATIONS-NSU	Open PO for GE Instructional Services	1,500.00
542	08/18/2023	18248	NATIONAL ART EDUCATION ASSOCIATION	Bratcher - OAEA Membership	85.00
543	08/18/2023	14704	RANK ONE SPORT	Barber - Software Training	600.00
544	08/18/2023	1035	PENDER'S MUSIC COMPANY	Bettridge - Vocal Music	500.00
545	08/18/2023	276	WALMART #168	Composition notebooks for 4th	150.00

## Owasso Public Schools

## Purchase Order Register

Options: Year: 2023-2024, Fund: GENERAL FUND, Date Range: 8/10/2023 - 9/6/2023, PO Range: 510 - 639

PO No	Date	Vendor No	Vendor	Description	Amount
546	08/18/2023	7244	DEMCO, INC.	Library supplies	230.00
547	08/18/2023	11351	AMAZON	Construction paper	600.00
548	08/18/2023	11351	AMAZON	Science Classroom Supplies	300.00
549	08/18/2023	276	WALMART #168	Science Classroom Supplies	200.00
550	08/18/2023	19384	QUALITY CPR LLC	CPR Training for Admin	44.85
551	08/23/2023	10483	SAM'S CLUB	Transportation supplies	500.00
552	08/24/2023	4754	B-SEW INN	HALL/SEWING MACHINE REPAIR & MAINTENANCE.	1,500.00
553	08/24/2023	6650	LOWE'S HOME CENTER, INC.	CANNADY/OPEN PO/SHOP & HORTICULTURE CLASS SUPPLIES	1,000.00
554	08/24/2023	4999	OFFICE DEPOT	CANNADY/OFFICE CHAIRS & DESK ORGANIZERS	750.00
555	08/24/2023	276	WALMART #168	CANNADY/GENERAL CLASS SUPPLIES	500.00
556	08/24/2023	19388	KUTA SOFTWARE LLC	ZAMOR/SITE LICENSE RENEWAL	1,248.00
557	08/24/2023	120	OKLA SEC. SCHOOLS ACT. ASSOC.	COOPER/2023-24 GIFTED/TALENTED ANNUAL MEMBERSHIP.	100.00
558	08/24/2023	276	WALMART #168	Microwave for Teacher lounge	200.00
559	08/24/2023	3192	GROLIER ONLINE, TRUEFLIX, BOOKFLIX	Classroom supplies--Lewis	340.00
560	08/24/2023	11351	AMAZON	Office Supplies for SPED & Psychs	370.69
561	08/24/2023	276	WALMART #168	Transition Program Supplies	2,000.00
562	08/24/2023	166	QUILL CORPORATION	WALSH/EAST COUNSELING OFFICE SUPPLIES.	825.00
563	08/25/2023	7280	FRANKLIN COVEY CLIENT SALES INC	Leader in Me K-5 Instructional Materials-Ator	3,157.08
564	08/25/2023	13935	FIRST ROBOTICS	23-24 Robotics Team First Lego League	10,184.90
565	08/25/2023	19405	INSTITUTE FOR MULTI-SENSORY EDUC	Reading Specialist Virtual Profession Development	16,200.00
566	08/25/2023	15368	OK STATE REGENTS FOR HIGHER ED	Registration Fee-Reading Conference	975.00
567	08/28/2023	15926	CHAMPION BRIEFS LLC	Dodge - Champion Brief Subscription	299.99
568	08/28/2023	276	WALMART #168	Dodge - Props	300.00
569	08/28/2023	1093	ACT	Partial payment for JOM student ACT vouchers	1,800.00
570	08/28/2023	13429	OKLAHOMA AUTISM NETWORK	Oklahoma Statewide Autism Conference	458.00
571	08/28/2023	11795	EMBASSY SUITES NORMAN	Hotel Reservation for OK Autism Conf.	676.00
572	08/28/2023	11351	AMAZON	Rolling Cart with Organizer Bag	64.99
573	08/28/2023	6813	AASA REGISTRATION/EXPOEXCHANGE	AASA National Conference On Education Registration	2,025.00
574	08/28/2023	9494	SOUTHWEST AIRLINES	Round trip airfare to San Diego, CA	2,250.00
575	08/28/2023	11613	OK SOCIETY FOR TECHNOLOGY IN EDU	OKSTE Registration Fee-Nov.1-2, 2023-Technology	1,050.00
576	08/28/2023	17106	GENERATION GENIUS, INC.	Educational Streaming Videos Renewal	435.00

## Purchase Order Register

Options: Year: 2023-2024, Fund: GENERAL FUND, Date Range: 8/10/2023 - 9/6/2023, PO Range: 510 - 639

PO No	Date	Vendor No	Vendor	Description	Amount
577	08/28/2023	11351	AMAZON	books	120.00
578	08/28/2023	11351	AMAZON	Items for IEPs and Sped Files	100.00
579	08/28/2023	11351	AMAZON	Scholastic Read Aloud book for each 1st grade	510.00
580	08/28/2023	11351	AMAZON	Safety and Security officers misc equipment	1,000.00
581	08/29/2023	18114	VIVACITY TECH PBC	Chromebook Smart Charging Cart 30-Unit - 35	22,715.00
582	08/29/2023	1093	ACT	Partial payment for Title VI student ACT vouchers	2,280.00
583	08/29/2023	11351	AMAZON	Classroom Books	200.00
584	08/29/2023	276	WALMART #168	Tech Supplies	150.00
585	09/05/2023	10440	SOLUTION TREE	Workshop October 4-5, 2023-Little Rock AR	26,964.00
586	09/05/2023	19420	BEECHWOOD HOSPITALITY LLC	Hotel Rooms Oct 3-5, 2024 - Solution Tree-LR, AR	12,751.20
587	09/05/2023	16425	TIGER MEDICAL INC	Adjustable Changing Table for 7 GC	2,711.00
588	09/05/2023	11351	AMAZON	Adaptive Supplies for 7th GC	736.25
589	09/05/2023	12022	NCS PEARSON	Testing Materials for School Psychs	293.62
590	09/05/2023	11351	AMAZON	Adaptive Supplies - Rolling Cart	54.38
591	09/05/2023	18048	SCIENCE TAKE-OUT, LLC	STARR WILSON/SCIENCE CLASS SUPPLIES.	1,350.00
592	09/05/2023	7704	CAROLINA BIOLOGICAL SUPPLY CO	STARR WILSON/OPEN PO/SCIENCE CLASS SUPPLIES.	6,512.00
593	09/05/2023	11351	AMAZON	STARR WILSON/SCIENCE CLASS SUPPLIES.	2,099.27
594	09/05/2023	18612	GORILLA PAPER INC	STARR WILSON/SCIENCE CLASS SUPPLIES.	168.12
595	09/05/2023	134	FLINN SCIENTIFIC, INC.	STARR WILSON/SCIENCE CLASS SUPPLIES.	3,991.88
596	09/05/2023	9608	HOBBY LOBBY #25	LEANDER/CLASSROOM SUPPLIES.	300.00
597	09/05/2023	5612	GREAT EXPECTATIONS-NSU	GE Coaching Days 2 (Buy one/get one)	3,000.00
598	09/05/2023	195	FELKINS ENTERPRISES, LLC	Office Notepads/Character Slips	300.00
599	09/05/2023	12183	LAZEL INC	Annual subscription for reading material	128.00
600	09/05/2023	11351	AMAZON	Green - Spectrum Analyzer	426.55
601	09/05/2023	11351	AMAZON	Childproof Door Lever Lock Pack 2	20.00
602	09/05/2023	11351	AMAZON	Classroom supplies for ART department	900.00
603	09/05/2023	11351	AMAZON	Earbuds for students	80.00
604	09/05/2023	11351	AMAZON	Scales for Student Science Lab	85.00
605	09/05/2023	257	OKLAHOMA ASBO	REG FOR OKASBO FALL CONF. 9/27 -28	1,250.00
606	09/05/2023	276	WALMART #168	J. PEAKER/OUTDOOR ED FISHING SUPPLIES.	540.86
607	09/05/2023	10483	SAM'S CLUB	STARR WILSON/OPEN PO/SCIENCE CLASS SUPPLIES.	250.00

## Purchase Order Register

Options: Year: 2023-2024, Fund: GENERAL FUND, Date Range: 8/10/2023 - 9/6/2023, PO Range: 510 - 639

PO No	Date	Vendor No	Vendor	Description	Amount
608	09/05/2023	166	QUILL CORPORATION	BECK/LEADERSHIP CLASS SUPPLIES	1,375.00
609	09/05/2023	11351	AMAZON	DAY/VRSKA/ORGANIZATIONAL ITEMS	325.00
610	09/05/2023	11351	AMAZON	DAY/GENERAL OFFICE SUPPLIES FOR WEST CAMPUS	300.00
611	09/05/2023	11351	AMAZON	LESLIE/GENERAL OFFICE SUPPLIES FOR EAST.	300.00
612	09/05/2023	13994	NASP INC	JERRY PEAKER/ARROWS FOR OUTDOOR PE CLASS	198.00
613	09/05/2023	13994	NASP INC	JERRY PEAKER/SUPPLIES FOR OUTDOOR PE CLASS	104.00
614	09/05/2023	12084	CHARACTER DEVELOPMENT & LEADERSHIP	LEANDER/UPDATED ROLE MODEL BOOKS.	823.90
615	09/05/2023	1124	BEST BUY GOV/ED LLC	Green - TV for Meetings/Security	936.40
616	09/05/2023	444	BROKEN ARROW HIGH SCHOOL	Dodge - Tournament Fees	200.00
617	09/05/2023	1452	BISHOP KELLEY HIGH SCHOOL	Dodge - Tournament Fees	200.00
618	09/05/2023	304	MUSKOGEE HIGH SCHOOL	Dodge - Tournament Fees	200.00
619	09/05/2023	1560	UNION HIGH SCHOOL	Dodge - Tournament Fees	200.00
620	09/05/2023	6782	BIXBY HIGH SCHOOL	Dodge - Tournament Fees	200.00
621	09/05/2023	4999	OFFICE DEPOT	OPEN PO for Office Supplies and Paper	300.00
622	09/05/2023	4999	OFFICE DEPOT	OPEN PO for Office Supplies and Paper	200.00
623	09/05/2023	5612	GREAT EXPECTATIONS-NSU	BOGO Coaching Days	1,500.00
624	09/05/2023	4999	OFFICE DEPOT	Open PO Paper Supply construction, color, other	1,000.00
625	09/05/2023	4999	OFFICE DEPOT	Open PO - General Office Supplies	1,000.00
626	09/05/2023	11351	AMAZON	Office supplies - rubber bands, 3M strips, etc.	100.00
627	09/05/2023	1354	PLANK ROAD PUBLISHING	RECORDER KARATE BELTS FOR MUSIC	50.00
628	09/05/2023	5612	GREAT EXPECTATIONS-NSU	GE COACHING DAYS	1,500.00
629	09/05/2023	18184	DYLAN'S COMPUTER SERVICE LLC	Laptop Computer for VI Student	710.00
630	09/05/2023	6650	LOWE'S HOME CENTER, INC.	2 Refrigerators for Science Labs	1,200.00
631	09/05/2023	1417	ADVANCED TECHNOLOGY SPECIALIST	Inspection Certificate Training	1,100.00
632	09/05/2023	4999	OFFICE DEPOT	Variety of Office Supplies for Classroom-Open PO	600.00
633	09/05/2023	4999	OFFICE DEPOT	Assorted Office Supplies - Open PO	400.00
634	09/05/2023	11351	AMAZON	2nd Grade Classroom Supplies	85.00
635	09/05/2023	13989	TEACHERS SYNERGY	Speech Supplies	25.00
636	09/05/2023	11351	AMAZON	Sensory Supplies & Principal's Rolling Laptop Cart	109.00
637	09/05/2023	11351	AMAZON	Cones, Radios, & Emotional Support Book	380.00
638	09/05/2023	11351	AMAZON	Teaching Gifted Kids Books	150.00
639	09/06/2023	19077	DADS OF GREAT STUDENTS LLC	WatchDOGS Program Supplies	205.00

# Owasso Public Schools

## Purchase Order Register

Options: Year: 2023-2024, Fund: GENERAL FUND, Date Range: 8/10/2023 - 9/6/2023, PO Range: 510 - 639

PO No	Date	Vendor No	Vendor	Description	Amount
				<b>Non-Payroll Total:</b>	<b>\$257,403.27</b>
				<b>Payroll Total:</b>	<b>\$0.00</b>
				<b>Report Total:</b>	<b>\$257,403.27</b>

## Owasso Public Schools

### Purchase Order Register

**Options:** Year: 2023-2024, Fund: BUILDING FUND, Date Range: 8/10/2023 - 9/6/2023, PO Range: 65 - 73

PO No	Date	Vendor No	Vendor	Description	Amount
65	08/11/2023	13327	STAPLES INC	Custodial Supplies for the district	3,226.13
66	08/11/2023	15842	HD SUPPLY FACILITIES MAINTENANCE	Custodial Supplies for the district	31,841.74
67	08/11/2023	15842	HD SUPPLY FACILITIES MAINTENANCE	District Wide Cleaning Chemicals	38,212.90
68	08/11/2023	15842	HD SUPPLY FACILITIES MAINTENANCE	Tissue Paper & Paper Towels District Wide	102,734.00
69	08/11/2023	16651	OKLAHOMA CHILLER CORPORATION	For Emergency Building Climate Control	25,000.00
70	08/11/2023	18769	BRADY COMPANIES LLC	Custodial Supplies for the District	16,059.68
71	08/18/2023	248	C & J ELECTRIC COMPANY	Electric Repair Needs	10,000.00
72	08/24/2023	18818	GARLAND/DBS INC	Small Roof Repairs	10,000.00
73	08/28/2023	19314	R&R SYSTEM SERVICES	Service for HVAC Building Controls	5,000.00
<b>Non-Payroll Total:</b>					<b>\$242,074.45</b>
<b>Payroll Total:</b>					<b>\$0.00</b>
<b>Report Total:</b>					<b>\$242,074.45</b>

**Owasso Public Schools****Purchase Order Register****Options:** Year: 2023-2024, Fund: CHILD NUTRITION FUND, Date Range: 8/10/2023 - 9/6/2023, PO Range: 31 - 35

<b>PO No</b>	<b>Date</b>	<b>Vendor No</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
31	08/14/2023	16156	THERMO KING OF TULSA	Blanket PO for Reffer Trailers	500.00
32	08/15/2023	2668	PLATINUM VENTURES, INC	Replacment Equipment and New Equipment Purchase	131,135.79
33	08/15/2023	19385	RED RIVER GASKET LLC	Blanket Purchase Order for Replacement Gaskets	2,500.00
34	08/29/2023	2668	PLATINUM VENTURES, INC	Smallwares for Kitchens	18,527.11
35	09/05/2023	19411	GENERAL PARTS LLC	Troubleshooting Exhaust Fans at RAM Academy	387.84
<b>Non-Payroll Total:</b>					<b>\$153,050.74</b>
<b>Payroll Total:</b>					<b>\$0.00</b>
<b>Report Total:</b>					<b>\$153,050.74</b>

**Owasso Public Schools**

**Purchase Order Register**

**Options:** Year: 2023-2024, Fund: FD 31 - 2022 BOND, Date Range: 8/10/2023 - 9/6/2023, PO Range: 200 - 224

PO No	Date	Vendor No	Vendor	Description	Amount
200	08/11/2023	19376	AMERICAN DEMOLITION & SITE SVC LLC	Demolition and Removal of Buildings	50,000.00
201	08/14/2023	5486	CDW COMPUTER	Cetacea Astronaut Speaker	6,470.20
202	08/14/2023	9205	FOLLETT SCHOOL SOLUTIONS, INC	Misc titled books for Media Center	6,100.00
203	08/17/2023	2320	GILMAN GEAR/MARTY GILMAN, INC.	ATHLETICS: FB FIELD ENDZONE SKY POLE REPLACEMENT	3,790.00
204	08/17/2023	1748	FIREY BROS MUSIC & PRO AUDIO	ATHLETICS: SOFTBALL SOUND SYSTEM REPAIR	5,239.00
205	08/17/2023	11950	TES PRODUCTIONS, INC	ATHLETICS: FOOTBALL STADIUM SOUND SYSTEM REPAIR	800.00
206	08/17/2023	112	MURRAY WOMBLE, INC.	ATHLETICS: FOOTBALL STADIUM GOAL POST RE-ALIGNMENT	990.00
207	08/17/2023	2558	WENGER CORPORATION	Bettridge - Vocal Posture Chairs	16,568.00
208	08/17/2023	247	BOUND TO STAY BOUND BOOKS	Library Books	250.00
209	08/17/2023	175	HERTZBERG-NEW METHOD, INC.	Library Books	576.46
210	08/18/2023	248	C & J ELECTRIC COMPANY	New Unit Disconnects	10,000.00
211	08/24/2023	11061	ULINE	Safety Barricades and Facility Equipment Use	10,000.00
212	08/24/2023	10157	VIRCO INC	Chairs for Distric Wide Use	16,182.00
213	08/24/2023	19396	GPS DATAVIZ	BOND: STRENGTH/COND. GPS DATA PLATFORM SUBSCRIP.	2,500.00
214	08/25/2023	10636	GUTENBERG INC	Additional Handwriting Books-Bailey Elementary	53.70
215	08/25/2023	10636	GUTENBERG INC	District Handwriting Books-ESC-Kay	895.00
216	08/25/2023	18941	Library Journals, LLC	Library Journal Subscription District Wide	410.25
217	08/28/2023	18818	GARLAND/DBS INC	Infrared Roof Scan -Hodson and Ator	8,828.30
218	08/28/2023	18818	GARLAND/DBS INC	Roof Repair and Replacement	100,000.00
219	08/29/2023	19317	CTS TRUCK SALES	Security Lighting/Equipment Upgrades for Vehicles	3,000.00
220	09/05/2023	8028	OWASSO FENCE CO LLC	Northeast Sped Playground Fencing	2,996.00
221	09/05/2023	19410	DECOR CONSTRUCTION	Survey Work for Storm Damage	20,000.00
222	09/05/2023	11351	AMAZON	Bettridge - Audio Equipment	1,098.00
223	09/05/2023	18506	CLEVERBRIDGE INC	DbVisualizer Pro Tool - 3 year license renewal	257.00
224	09/05/2023	19374	REBEL ATHLETIC INC.	BOND: POM UNIFORMS	5,000.00

<b>Non-Payroll Total:</b>	<b>\$272,003.91</b>
<b>Payroll Total:</b>	<b>\$0.00</b>
<b>Report Total:</b>	<b>\$272,003.91</b>

**Owasso Public Schools****Purchase Order Register****Options:** Year: 2023-2024, Fund: FD 39 - 2020 BOND, Date Range: 8/10/2023 - 9/6/2023, PO Range: 17 - 20

<b>PO No</b>	<b>Date</b>	<b>Vendor No</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
17	08/24/2023	15327	CARRIER ENTERPRISE, LLC	HVAC Parts	3,000.00
18	08/28/2023	12419	JOHNSTONE SUPPLY OF OWASSO	Unit Replacements	10,000.00
19	08/28/2023	2668	PLATINUM VENTURES, INC	District Wide Ice Machine and Equipment	5,000.00
20	09/05/2023	16860	L&M OFFICE FURNITURE LLC	Furniture for Dr. Coates office	10,000.00
<b>Non-Payroll Total:</b>					<b>\$28,000.00</b>
<b>Payroll Total:</b>					<b>\$0.00</b>
<b>Report Total:</b>					<b>\$28,000.00</b>

# Owasso Public Schools

## Cash Balances

**Options:** Fiscal Years: 2024, Funds: 60, As Of Date: 8/31/2023, Account Types: AC

### Cash By Account and Fund

AC 0110	ROGERS COUNTY BANK				
2024	60	SCHOOL ACTIVITY FUND			\$2,686,741.07
			Total AC	0110	<u>\$2,686,741.07</u>
					<u>\$2,686,741.07</u>

### Cash By Fund

2024	60	SCHOOL ACTIVITY FUND			\$2,686,741.07
					<u>\$2,686,741.07</u>



## Owasso Public Schools Revenue/Expenditure Summary

**Options:** Fund: 60, Date Range: 7/1/2023 - 8/31/2023

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
801 GENERAL FUND	\$0.00	\$13,923.90	\$100,996.20	\$8,155.65	\$106,764.45	\$55,809.63	\$50,954.82
804 CH NUTRITION REF SUB ACCT	\$0.00	\$5,000.00	\$0.00	\$2,039.40	\$2,960.60	\$576.04	\$2,384.56
805 OHS ACTIVITY	\$0.00	\$16,312.02	\$61,120.65	\$1,702.29	\$75,730.38	\$50.00	\$75,680.38
806 HS AP	\$0.00	\$0.00	\$36,592.73	\$0.00	\$36,592.73	\$0.00	\$36,592.73
807 HS NATIONAL HONOR SOCIETY	\$0.00	\$1,290.00	\$29,433.19	\$0.00	\$30,723.19	\$1,770.00	\$28,953.19
808 HS STUDENT COUNCIL	\$0.00	\$6,260.00	\$14,117.57	\$3,639.49	\$16,738.08	\$1,095.00	\$15,643.08
809 HS SPEECH/DEBATE	\$0.00	\$0.00	\$2,937.05	\$0.00	\$2,937.05	\$0.00	\$2,937.05
810 OHS - TEACHER/STAFF APPRECIATION-FOOD ONLY	\$0.00	\$0.00	\$2,168.94	\$0.00	\$2,168.94	\$925.00	\$1,243.94
811 HS YOUTH ALIVE	\$0.00	\$0.00	\$805.69	\$0.00	\$805.69	\$0.00	\$805.69
812 HS YEARBOOK	\$0.00	\$1,070.00	\$4,745.88	\$0.00	\$5,815.88	\$0.00	\$5,815.88
814 HS ACADEMIC BOWL	\$0.00	\$0.00	\$328.43	\$0.00	\$328.43	\$0.00	\$328.43
815 HS EQUALITY CLUB	\$0.00	\$0.00	\$178.43	\$0.00	\$178.43	\$0.00	\$178.43
816 HS BAND	\$0.00	\$141,542.63	\$266,422.26	\$14,233.33	\$393,731.56	\$89,080.70	\$304,650.86
817 5TH GRADE HONOR CHOIR-DISTRICTWIDE	\$0.00	\$0.00	\$4,371.82	\$0.00	\$4,371.82	\$0.00	\$4,371.82
818 HS FFA	\$0.00	\$1,940.00	\$28,512.16	\$0.00	\$30,452.16	\$27,375.00	\$3,077.16
820 HS STEM CLUB	\$0.00	\$0.00	\$79.25	\$0.00	\$79.25	\$0.00	\$79.25
821 HS COUNSELORS	\$0.00	\$0.00	\$4,148.83	\$275.88	\$3,872.95	\$100.00	\$3,772.95
822 HS ART	\$0.00	\$4,120.00	\$1,438.04	\$1,313.65	\$4,244.39	\$0.00	\$4,244.39
824 HS STAGECRAFT	\$0.00	\$0.00	\$405.18	\$0.00	\$405.18	\$0.00	\$405.18
825 HS LIBRARY	\$0.00	\$724.23	\$9,455.89	\$996.98	\$9,183.14	\$4,500.00	\$4,683.14
826 HS SENIOR CLASS	\$0.00	\$164.00	\$23,715.77	\$0.00	\$23,879.77	\$0.00	\$23,879.77
827 HS UNIFIED CLUB	\$0.00	\$0.00	\$849.48	\$0.00	\$849.48	\$0.00	\$849.48
828 HS JUNIOR CLASS	\$0.00	\$0.00	\$37,317.08	\$0.00	\$37,317.08	\$0.00	\$37,317.08
830 SPARK	\$0.00	\$23,751.00	\$51,370.26	\$2,187.32	\$72,933.94	\$7,812.68	\$65,121.26
831 E-SPORTS	\$0.00	\$750.00	\$950.25	\$0.00	\$1,700.25	\$0.00	\$1,700.25
834 HS FCA - FELLOWSHIP OF CHRISTIAN ATHLETES	\$0.00	\$0.00	\$115.00	\$0.00	\$115.00	\$0.00	\$115.00
835 HS HISTORY CLUB	\$0.00	\$0.00	\$900.62	\$0.00	\$900.62	\$0.00	\$900.62
836 HS WORLD TRAVEL CLUB	\$0.00	\$0.00	\$469.31	\$0.00	\$469.31	\$0.00	\$469.31
837 HS ROBOTICS	\$0.00	\$0.00	\$1,018.72	\$0.00	\$1,018.72	\$0.00	\$1,018.72
838 OHS LARP CLUB	\$0.00	\$0.00	\$230.39	\$0.00	\$230.39	\$0.00	\$230.39
839 HS DRAMA/PRODUCTIONS	\$0.00	\$58.06	\$11,362.46	\$0.00	\$11,420.52	\$0.00	\$11,420.52
840 8GC TEACHER/STAFF APPRECIATION-FOOD ONLY	\$0.00	\$0.00	\$441.15	\$0.00	\$441.15	\$60.00	\$381.15
841 EIGHTH GRADE ACTIVITY	\$0.00	\$0.00	\$3,365.33	\$0.00	\$3,365.33	\$0.00	\$3,365.33
842 EIGHTH GRADE STUDENT COUNCIL	\$0.00	\$0.00	\$6,021.46	\$250.56	\$5,770.90	\$340.00	\$5,430.90
844 EIGHTH GRADE HOME EC	\$0.00	\$1,200.00	\$1,563.50	\$0.00	\$2,763.50	\$650.00	\$2,113.50
845 EIGHTH GRADE YEARBOOK	\$0.00	\$30.00	\$9,874.92	\$0.00	\$9,904.92	\$0.00	\$9,904.92
848 EIGHTH GRADE ART	\$0.00	\$1,325.00	\$1,450.34	\$0.00	\$2,775.34	\$0.00	\$2,775.34
849 EIGHTH GRADE FOREIGN LANGUAGE	\$0.00	\$480.00	\$2,036.82	\$0.00	\$2,516.82	\$580.00	\$1,936.82
851 EIGHTH GRADE ROBOTICS	\$0.00	\$0.00	\$24.62	\$0.00	\$24.62	\$0.00	\$24.62
853 EIGHTH GRADE COMPUTER	\$0.00	\$240.00	\$1,318.97	\$0.00	\$1,558.97	\$0.00	\$1,558.97
855 EIGHTH GRADE ENGLISH	\$0.00	\$0.00	\$114.52	\$0.00	\$114.52	\$0.00	\$114.52
856 EIGHTH GRADE TEACHERS WELFARE	\$0.00	\$80.00	\$1,144.47	\$0.00	\$1,224.47	\$400.00	\$824.47
857 7TH GRADE STEM	\$0.00	\$765.00	\$216.32	\$0.00	\$981.32	\$0.00	\$981.32
858 EIGHTH GRADE FCCLA	\$0.00	\$140.00	\$698.25	\$0.00	\$838.25	\$395.00	\$443.25
859 EIGHTH GRADE STRENGTH & CONDITIONING / PE	\$0.00	\$230.00	\$1,400.24	\$0.00	\$1,630.24	\$0.00	\$1,630.24
860 EIGHTH GRADE STEM	\$0.00	\$270.00	\$590.78	\$0.00	\$860.78	\$0.00	\$860.78
861 SEVENTH GRADE ACTIVITY	\$0.00	\$0.00	\$12,395.56	\$0.00	\$12,395.56	\$200.00	\$12,195.56
862 SEVENTH GRADE YEARBOOK	\$0.00	\$0.00	\$2,743.21	\$0.00	\$2,743.21	\$1,167.87	\$1,575.34
863 SEVENTH FOREIGN LANGUAGE	\$0.00	\$432.00	\$508.57	\$0.00	\$940.57	\$500.00	\$440.57
864 SEVENTH GRADE STUDENT COUNCIL	\$0.00	\$0.00	\$174.79	\$0.00	\$174.79	\$152.17	\$22.62
866 SEVENTH GRADE SCIENCE	\$0.00	\$0.00	\$137.11	\$0.00	\$137.11	\$0.00	\$137.11
868 SEVENTH GRADE PHYS ED	\$0.00	\$3,645.00	\$4,493.59	\$0.00	\$8,138.59	\$900.00	\$7,238.59

# Owasso Public Schools

## Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 7/1/2023 - 8/31/2023

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
870 7GC TEACHER/STAFF APPRECIATION-FOOD ONLY	\$0.00	\$0.00	\$391.44	\$0.00	\$391.44	\$0.00	\$391.44
871 SEVENTH GRADE TEACHERS WELFARE	\$0.00	\$0.00	\$167.56	\$0.00	\$167.56	\$150.00	\$17.56
872 SEVENTH GRADE NATL JR HON SOC	\$0.00	\$0.00	\$1,596.80	\$0.00	\$1,596.80	\$385.00	\$1,211.80
873 SEVENTH GRADE CREATIVE STUDIES	\$0.00	\$0.00	\$219.54	\$0.00	\$219.54	\$0.00	\$219.54
874 SEVENTH GRADE LIBRARY	\$0.00	\$59.97	\$2,289.06	\$247.08	\$2,101.95	\$113.85	\$1,988.10
875 BARNES ACTIVITY	\$0.00	\$645.00	\$12,075.08	\$1,308.34	\$11,411.74	\$500.00	\$10,911.74
876 BARNES ALL IN	\$0.00	\$400.00	\$472.61	\$472.61	\$400.00	\$0.00	\$400.00
877 BARNES LIBRARY	\$0.00	\$26.35	\$17,677.46	\$0.00	\$17,703.81	\$0.00	\$17,703.81
878 BARNES TACK	\$0.00	\$0.00	\$27.81	\$0.00	\$27.81	\$0.00	\$27.81
879 SEVENTH GRADE ART	\$0.00	\$2,570.00	\$2,299.54	\$0.00	\$4,869.54	\$2,156.65	\$2,712.89
880 BARNES TEACHER/STAFF APPRECIATION-FOOD ONLY	\$0.00	\$0.00	\$710.97	\$0.00	\$710.97	\$200.00	\$510.97
881 BARNES MUSIC	\$0.00	\$0.00	\$309.13	\$0.00	\$309.13	\$0.00	\$309.13
882 ATOR LIBRARY	\$0.00	\$5,000.00	\$11,890.34	\$0.00	\$16,890.34	\$420.09	\$16,470.25
883 ATOR ACTIVITY	\$0.00	\$1,000.00	\$9,237.40	\$0.00	\$10,237.40	\$3,427.00	\$6,810.40
884 ATOR PHYSICAL EDUCATION	\$0.00	\$0.00	\$3,486.19	\$0.00	\$3,486.19	\$0.00	\$3,486.19
885 ATOR MUSIC	\$0.00	\$0.00	\$995.73	\$0.00	\$995.73	\$0.00	\$995.73
887 MILLS ACTIVITY	\$0.00	\$114.00	\$9,797.70	\$0.00	\$9,911.70	\$799.50	\$9,112.20
888 STUDENT LEADERSHIP	\$0.00	\$0.00	\$1,561.50	\$0.00	\$1,561.50	\$0.00	\$1,561.50
889 MILLS TEACHER WELFARE	\$0.00	\$0.00	\$4,127.21	\$0.00	\$4,127.21	\$0.00	\$4,127.21
890 MILLS TEACHER/STAFF APPRECIATION-FOOD ONLY	\$0.00	\$0.00	\$1,400.00	\$0.00	\$1,400.00	\$700.00	\$700.00
891 MILLS LIBRARY	\$0.00	\$61.50	\$4,920.85	\$0.00	\$4,982.35	\$0.00	\$4,982.35
892 SMITH TEACHER/STAFF APPRECIATION-FOOD ONLY	\$0.00	\$0.00	\$976.12	\$0.00	\$976.12	\$0.00	\$976.12
893 SMITH ACTIVITY	\$0.00	\$0.00	\$17,509.06	\$0.00	\$17,509.06	\$3,162.00	\$14,347.06
894 SMITH LIBRARY	\$0.00	\$18.68	\$10,850.03	\$0.00	\$10,868.71	\$5,712.50	\$5,156.21
897 SMITH TEACHERS WELFARE	\$0.00	\$0.00	\$1,766.04	\$486.00	\$1,280.04	\$120.00	\$1,160.04
898 HODSON ACTIVITY	\$0.00	\$787.81	\$23,308.24	\$0.00	\$24,096.05	\$518.00	\$23,578.05
899 HODSON TEACHER WELFARE	\$0.00	\$0.00	\$717.88	\$0.00	\$717.88	\$0.00	\$717.88
900 HODSON TEACHER/STAFF APPRECIATION-FOOD ONLY	\$0.00	\$0.00	\$526.36	\$0.00	\$526.36	\$232.80	\$293.56
901 HODSON LIBRARY	\$0.00	\$32.16	\$15,147.38	\$0.00	\$15,179.54	\$12,010.00	\$3,169.54
902 HODSON PHYS ED	\$0.00	\$0.00	\$948.21	\$0.00	\$948.21	\$0.00	\$948.21
903 HODSON MUSIC	\$0.00	\$0.00	\$917.78	\$0.00	\$917.78	\$55.45	\$862.33
904 NORTHEAST TEACHER/STAFF APPRECIATION-FOOD ONLY	\$0.00	\$0.00	\$1,130.17	\$0.00	\$1,130.17	\$1,000.00	\$130.17
905 NORTHEAST ACTIVITY	\$0.00	\$0.00	\$27,082.63	\$90.00	\$26,992.63	\$50.00	\$26,942.63
906 NORTHEAST TEACHERS WELFARE	\$0.00	\$0.00	\$1,633.20	\$543.46	\$1,089.74	\$650.00	\$439.74
907 NORTHEAST LIBRARY	\$0.00	\$0.00	\$12,867.24	\$871.12	\$11,996.12	\$883.68	\$11,112.44
911 BAILEY ACTIVITY	\$0.00	\$1,405.25	\$13,610.47	\$0.00	\$15,015.72	\$584.45	\$14,431.27
912 BAILEY TEACHERS WELFARE	\$0.00	\$0.00	\$190.56	\$0.00	\$190.56	\$0.00	\$190.56
914 BAILEY LIBRARY	\$0.00	\$18.98	\$7,743.55	\$0.00	\$7,762.53	\$1,649.00	\$6,113.53
915 BAILEY TEACHER/STAFF APPRECIATION-FOOD ONLY	\$0.00	\$0.00	\$331.08	\$0.00	\$331.08	\$0.00	\$331.08
917 JONES FAMILY GIFT 2016	\$0.00	\$0.00	\$8.36	\$8.36	\$0.00	\$0.00	\$0.00
924 EIGHTH GRADE LIBRARY	\$0.00	\$84.16	\$3,075.44	\$0.00	\$3,159.60	\$0.00	\$3,159.60
926 EIGHTH GRADE NATL JR HONOR SOC	\$0.00	\$50.00	\$2,491.16	\$0.00	\$2,541.16	\$0.00	\$2,541.16
927 EIGHTH GRADE SCIENCE	\$0.00	\$0.00	\$378.03	\$0.00	\$378.03	\$0.00	\$378.03
929 SPECIAL ED PROGRAMS	\$0.00	\$0.00	\$237,464.06	\$0.00	\$237,464.06	\$7,700.00	\$229,764.06
930 ATOR TEACHER/STAFF APPRECIATION-FOOD ONLY	\$0.00	\$0.00	\$915.61	\$0.00	\$915.61	\$300.00	\$615.61
932 SPEC OLYMPICS - DIST WIDE	\$0.00	\$300.00	\$94,752.18	\$0.00	\$95,052.18	\$5,500.00	\$89,552.18
933 RAM ACADEMY	\$0.00	\$0.00	\$10,294.55	\$0.00	\$10,294.55	\$0.00	\$10,294.55
934 INDIAN EDUCATION ACTIVITY	\$0.00	\$991.00	\$7,415.60	\$170.55	\$8,236.05	\$80.00	\$8,156.05
937 GRANTS (EXCEPT OEF-SEE 936)	\$0.00	\$200.00	\$2,000.00	\$0.00	\$2,200.00	\$0.00	\$2,200.00
938 STAFF APPRECIATION-DISTRICT SERVICES-FOOD ONLY	\$0.00	\$0.00	\$1,955.47	\$0.00	\$1,955.47	\$0.00	\$1,955.47

## Owasso Public Schools Revenue/Expenditure Summary

**Options:** Fund: 60, Date Range: 7/1/2023 - 8/31/2023

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
941 ATHLETICS	\$0.00	\$200,851.57	\$424,246.80	\$97,738.15	\$527,360.22	\$163,331.67	\$364,028.55
942 RAM PARTNERS	\$0.00	\$76,686.00	\$91,748.97	\$43,129.38	\$125,305.59	\$37,200.52	\$88,105.07
944 VIRTUAL/SUMMER SCHOOL	\$0.00	\$50.00	\$13,825.00	\$0.00	\$13,875.00	\$0.00	\$13,875.00
946 PERFORMING ARTS CENTER	\$0.00	\$4,503.38	\$89,909.03	\$1,269.18	\$93,143.23	\$13,868.50	\$79,274.73
947 OPERATIONS WELFARE FUND	\$0.00	\$0.00	\$214.68	\$0.00	\$214.68	\$150.00	\$64.68
949 HEALTH SERVICES	\$0.00	\$0.00	\$386.29	\$0.00	\$386.29	\$280.00	\$106.29
951 RAM TEACHER WELFARE	\$0.00	\$0.00	\$4,233.32	\$0.00	\$4,233.32	\$0.00	\$4,233.32
953 HS FAC	\$0.00	\$1,905.00	\$6,056.73	\$0.00	\$7,961.73	\$0.00	\$7,961.73
957 HS VOCAL	\$0.00	\$11,627.00	\$47,370.89	\$305.00	\$58,692.89	\$25,090.00	\$33,602.89
960 STEM - 6GC	\$0.00	\$610.00	\$2,257.69	\$0.00	\$2,867.69	\$300.00	\$2,567.69
962 STUDENT HOLDING ACCOUNT	\$0.00	(\$19,155.76)	\$82,717.63	\$0.00	\$63,561.87	\$0.00	\$63,561.87
963 HS LIBERTY COMMITTEE	\$0.00	\$0.00	\$2,330.67	\$0.00	\$2,330.67	\$0.00	\$2,330.67
965 HS TEACHERS WELFARE	\$0.00	\$0.00	\$9,742.74	\$0.00	\$9,742.74	\$720.00	\$9,022.74
968 MORROW ACTIVITY	\$0.00	\$1,184.50	\$13,765.33	\$45.69	\$14,904.14	\$250.00	\$14,654.14
969 MORROW TEACHER/STAFF APPRECIATION-FOOD ONLY	\$0.00	\$0.00	\$1,009.38	\$0.00	\$1,009.38	\$400.00	\$609.38
970 RAM ACADEMY TEACHER/STAFF APPRECIATION-FOOD ONLY	\$0.00	\$0.00	\$296.08	\$0.00	\$296.08	\$0.00	\$296.08
971 HS FCCLA	\$0.00	\$102.75	\$1,899.30	\$0.00	\$2,002.05	\$1,005.00	\$997.05
972 MORROW TEACHER WELFARE	\$0.00	\$0.00	\$1,367.03	\$0.00	\$1,367.03	\$0.00	\$1,367.03
973 HS FOREIGN LANGUAGE CLUB	\$0.00	\$0.00	\$14,496.06	\$0.00	\$14,496.06	\$0.00	\$14,496.06
974 MORROW LIBRARY	\$0.00	\$0.00	\$9,543.27	\$0.00	\$9,543.27	\$0.00	\$9,543.27
975 SIXTH GRADE ACTIVITY	\$0.00	\$0.00	\$9,643.21	\$0.00	\$9,643.21	\$700.00	\$8,943.21
976 SIXTH GRADE PHYS ED	\$0.00	\$20.00	\$846.98	\$0.00	\$866.98	\$0.00	\$866.98
977 SIXTH GRADE STUDENT COUNCIL	\$0.00	\$0.00	\$8,491.52	\$0.00	\$8,491.52	\$550.00	\$7,941.52
978 SIXTH GRADE YEARBOOK	\$0.00	\$56.00	\$18,068.14	\$0.00	\$18,124.14	\$0.00	\$18,124.14
979 SIXTH GRADE COMPUTER	\$0.00	\$0.00	\$22.00	\$0.00	\$22.00	\$0.00	\$22.00
980 6GC TEACHER/STAFF APPRECIATION-FOOD ONLY	\$0.00	\$0.00	\$98.48	\$0.00	\$98.48	\$0.00	\$98.48
982 SIXTH GRADE SCIENCE	\$0.00	\$0.00	\$2,911.01	\$0.00	\$2,911.01	\$0.00	\$2,911.01
983 SIXTH GRADE ART	\$0.00	\$3,800.00	\$837.29	\$0.00	\$4,637.29	\$0.00	\$4,637.29
984 SIXTH GRADE TEACHERS WELFARE	\$0.00	\$0.00	\$2,940.20	\$0.00	\$2,940.20	\$0.00	\$2,940.20
986 SIXTH GRADE MATH	\$0.00	\$0.00	\$126.69	\$0.00	\$126.69	\$0.00	\$126.69
988 SIXTH GRADE SOCIAL STUDIES	\$0.00	\$0.00	\$2,928.04	\$0.00	\$2,928.04	\$0.00	\$2,928.04
989 SIXTH GRADE LIBRARY	\$0.00	\$294.11	\$14,674.07	\$0.00	\$14,968.18	\$3,359.71	\$11,608.47
990 STONE CANYON TEACHER/STAFF APPRECIATION-FOOD ONLY	\$0.00	\$0.00	\$577.36	\$0.00	\$577.36	\$469.79	\$107.57
993 SIXTH GRADE E.S.C.	\$0.00	\$0.00	\$1,572.00	\$0.00	\$1,572.00	\$0.00	\$1,572.00
994 STONE CANYON ACTIVITY	\$0.00	\$2,292.72	\$7,418.45	\$475.88	\$9,235.29	\$1,577.50	\$7,657.79
995 STONE CANYON TEACHERS WELF	\$0.00	\$0.00	\$882.00	\$0.00	\$882.00	\$0.00	\$882.00
997 STONE CANYON LIBRARY	\$0.00	\$110.00	\$23,709.89	\$0.00	\$23,819.89	\$12,698.00	\$11,121.89
998 CHROMEBOOK INS/ACCESORIES	\$0.00	\$32,020.00	\$69,273.80	\$1,139.00	\$100,154.80	\$40,921.00	\$59,233.80
<b>Total</b>	<b>\$0.00</b>	<b>\$556,464.97</b>	<b>\$2,313,370.45</b>	<b>\$183,094.35</b>	<b>\$2,686,741.07</b>	<b>\$546,370.75</b>	<b>\$2,140,370.32</b>



ACTIVITY ACCOUNT CHANGE REQUEST

ACCOUNT NUMBER 974 SITE: 150

ACCOUNT NAME Library

I would like to:

**REVISE ACCOUNT BUDGET:** Proposed new budget attached.

I am adding/deleting: Guest speaker

**ADD A NEW ACCOUNT:** I would like to **add** a new activity account.

Account Name: \_\_\_\_\_

The purpose of this account is: \_\_\_\_\_

**DELETE AN ACCOUNT:** I would like to **delete** a current activity account.

Account Number/Name: \_\_\_\_\_

Reason for deletion: \_\_\_\_\_

[Signature]  
Principal

9/8/2023  
Date

[Signature]  
Phillip Storm, CFO

9-8-23  
Date





### ACTIVITY FUND ACCOUNT BUDGET

School Name Morrow Site # 150  
 Account Name Library Account # 974  
 Fiscal Year 23/24

**RESOURCES:**

Beginning cash balance \$ 6,310.08

Sources of revenue:

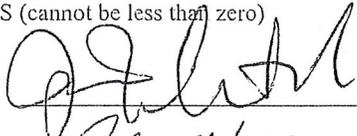
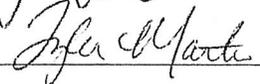
<u>Fundraisers: food and merchandise sales</u>	<u>4,000.00</u>
<u>Book Fairs (profit 25% cash or 50% product)</u>	<u>20,000.00</u>
<u>Lost Books</u>	<u>500.00</u>
<u>Donations</u>	<u>200.00</u>
_____	_____
_____	_____
_____	_____
_____	_____
<b>Total resources</b>	<b>\$ 31,010.08</b>

**USES OF FUNDS:**

Budgeted expenditures:

<u>Books</u>	<u>\$ 4,000.00</u>
<u>Fundraiser   Online Resources</u>	<u>2,000.00</u>
<u>Book Fair Payments/Products</u>	<u>10,000.00</u>
<u>Conference and Workshops</u>	<u>500.00</u>
<u>Student Incentives/Rewards</u>	<u>2,000.00</u>
<u>Library Supplies</u>	<u>2,000.00</u>
<u>Online Resources</u>	<u>250.00</u>
<u>Tech/STEAM</u>	<u>2,000.00</u>
<u>Furniture/Shelves</u>	<u>7,000.00</u>
<u>Guest Speaker</u>	<u>1,200.00</u>
_____	_____
_____	_____
_____	_____
_____	_____
<b>Total budgeted expenditures</b>	<b>\$ 30,950.00</b>

RESOURCES OVER (UNDER) USES (cannot be less than zero) \$ 60.08

Signature of Teacher/Sponsor   
 Signature of Principal   
 Date 8-31-23



ACTIVITY ACCOUNT CHANGE REQUEST

ACCOUNT

NUMBER 903 SITE: Hodson

ACCOUNTNAME Music

I would like to:

**REVISE ACCOUNT BUDGET:**

Please add fees to the expenditure side of the Hodson Music Budget to cover the cost of Hodson Harmonic fees

**ADD A NEW ACCOUNT:** I would like to **add** a new activity account.

Account Name: \_\_\_\_\_

The purpose of this account is: \_\_\_\_\_

**DELETE AN ACCOUNT:** I would like to **delete** a current activity account.

Account Number/Name: \_\_\_\_\_

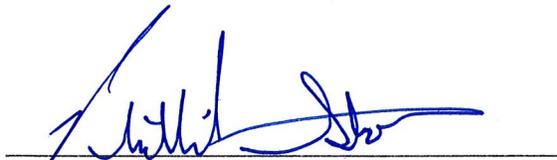
Reason for deletion: \_\_\_\_\_



Principal

9/5/2023

Date



Phillip Storm, CFO

9/5/23

Date





## ACTIVITY FUND ACCOUNT BUDGET

School Name Hodson Elementary Site # 125

Account Name Music Account # 903

Fiscal Year 2024 (2023-2024)

### RESOURCES:

Beginning cash balance \$ 1,241.49

Sources of revenue:

Merchandise Sales 4,050.00

Dues, fees, memberships, registrations 2,060.00

Donations 400.00

Field trips 500.00

Total resources \$ 8,251.49

### USES OF FUNDS:

Budgeted expenditures:

Fundraiser Expenses \$ 2,950.00

Dues, fees, memberships, registrations 2,060.00

Circle the State Music 240.00

Field Trips 500.00

Music Supplies 300.00

Student Incentives 500.00

Hodson Harmonic expenses and supplies. 1,000.00

Total budgeted expenditures \$ 7,550.00

RESOURCES OVER (UNDER) USES (cannot be less than zero)

\$ 701.49

Signature of Teacher/Sponsor Rebecca Shackelford Rebecca Shackelford

Signature of Principal [Signature]

ACTIVITY ACCOUNT CHANGE REQUEST

ACCOUNT NUMBER 914 SITE: Bailey Elementary 130

ACCOUNT NAME Library

I would like to:

**REVISE ACCOUNT BUDGET:** Proposed new budget attached.

I am ~~adding~~/deleting: Guest Speakers/Authors

**ADD A NEW ACCOUNT:** I would like to **add** a new activity account.

Account Name: \_\_\_\_\_

The purpose of this account is: \_\_\_\_\_

**DELETE AN ACCOUNT:** I would like to **delete** a current activity account.

Account Number/Name: \_\_\_\_\_

Reason for deletion: \_\_\_\_\_

Lacy Abel  
Principal

9/5/23  
Date

Phillip Storm  
Phillip Storm, CFO

9/5/23  
Date





## ACTIVITY FUND ACCOUNT BUDGET

School Name Bailey Elementary Site # 130  
Account Name Library Account # 914  
Fiscal Year 2023-2024

### RESOURCES:

<u>Beginning cash balance</u>	\$ <u>5,885.06</u>
<u>Sources of revenue:</u>	
<u>Fundraisers: Bookfairs, food/merchandise sales</u>	<u>15,000.00</u>
<u>Donations</u>	<u>2,000.00</u>
<u>Fees: Lost or Damaged Books</u>	<u>400.00</u>
<hr/>	
Total resources	\$ <u>23,285.06</u>

### USES OF FUNDS:

<u>Books</u>	\$ <u>4,000.00</u>
<u>Bookfair payments</u>	<u>9,000.00</u>
<u>Fundraiser Expenses</u>	<u>1,000.00</u>
<u>Student incentives</u>	<u>1,000.00</u>
<u>Library Office supplies</u>	<u>200.00</u>
<u>STEM/STEAM materials</u>	<u>1,000.00</u>
<u>Furniture and fixtures</u>	<u>1,000.00</u>
<u>Technology devices/accessories: Ipads, VR headsets, headphones, cases, charge carts</u>	<u>1,500.00</u>
<u>Guest Speakers/Authors</u>	\$ <u>2,000.00</u>
<hr/>	
Total budgeted expenditures	\$ <u>20,700.00</u>

RESOURCES OVER (UNDER) USES (cannot be less than zero) \$ 2,585.06

Signature of Teacher/Sponsor Amy Hodges

Signature of Principal

Lacy Hall

Revised 8/31/2023



ACTIVITY ACCOUNT CHANGE REQUEST

ACCOUNT NUMBER 911 SITE: Bailey Elementary 130  
ACCOUNT NAME Site - Main

I would like to:

**REVISE ACCOUNT BUDGET:** Proposed new budget attached.

I am ~~adding~~/deleting: Field Trips

**ADD A NEW ACCOUNT:** I would like to **add** a new activity account.

Account Name: \_\_\_\_\_

The purpose of this account is: \_\_\_\_\_

**DELETE AN ACCOUNT:** I would like to **delete** a current activity account.

Account Number/Name: \_\_\_\_\_

Reason for deletion: \_\_\_\_\_

Lacy Hall  
Principal

9/5/23  
Date

Phillip Storm  
Phillip Storm, CFO

9/5/23  
Date





## ACTIVITY FUND ACCOUNT BUDGET

School Name Bailey Elementary Site # 130  
 Account Name Site - Main Account # 911  
 Fiscal Year 2023-2024

### RESOURCES:

<u>Beginning cash balance</u>	<u>\$ 12,672.19</u>
<u>Sources of revenue:</u>	
<u>Fundraisers: picture/yearbooks sales, snack/food sales, product sales, coin drives</u>	<u>4,000.00</u>
<u>Donations</u>	<u>1,000.00</u>
<u>Dues, Fees, Memerships, Registrations</u>	<u>2,000.00</u>
<u>Product Sales: shirts, instruments, materials</u>	<u>1,000.00</u>
<u>Spirit Night Commisions</u>	<u>1,000.00</u>
 Total resources	 <u>\$ 20,672.19</u>

### USES OF FUNDS:

<u>Budgeted expenditures:</u>	
<u>Instructional: supplies/resources</u>	<u>\$ 2,000.00</u>
<u>Dues, Fees, Memberships, Registrations, Subscriptions</u>	<u>2,000.00</u>
<u>Fundraiser Expenses</u>	<u>750.00</u>
<u>Student Items: Shirts/resources/supplies/equipment</u>	<u>2,000.00</u>
<u>Technology: headphones, microphones, bots, VR, carts, speakers and software subscriptions</u>	<u>2,000.00</u>
<u>Furniture and Fixtures</u>	<u>2,000.00</u>
<u>Maintenance and Repairs</u>	<u>1,000.00</u>
<u>Student incentives/rewards</u>	<u>2,000.00</u>
<u>Professional Development</u>	<u>1,000.00</u>
<u>Donations - OEF, non-profits</u>	<u>300.00</u>
<u>Field Trips</u>	<u>\$ 1,000.00</u>
 Total budgeted expenditures	 <u>\$ 16,050.00</u>

RESOURCES OVER (UNDER) USES (cannot be less than zero) \$ 4,622.19

Signature of Teacher/Sponsor Lacy Hall

Signature of Principal

Revised 8/31/2023



## 1.61 Wellness

### Purpose

Owasso Public Schools (hereto referred to as the District) is committed to the optimal development of every student. The District believes that for students to have the opportunity to achieve personal, academic, developmental and social success, we need to create positive, safe and health-promoting learning environments at every level, in every setting, throughout the school year.

This policy outlines the District's approach to ensuring environments and opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. Specifically, this policy establishes goals and procedures to ensure that:

- Students in the District have access to healthy foods throughout the school day – both through reimbursable school meals and other foods available throughout the school campus– in accordance with federal and state nutrition standards;
- Students receive quality nutrition education that helps them develop lifelong healthy eating behaviors;
- Students have opportunities to be physically active before, during and after school;
- Schools engage in nutrition and physical activity promotion and other activities that promote student wellness;
- School staff are encouraged and supported to practice healthy nutrition and physical activity behaviors in and out of school;
- The community is engaged in supporting the work of the District in creating continuity between school and other settings for students and staff to practice lifelong healthy habits; and
- The District establishes and maintains an infrastructure for management, oversight, implementation, communication about and monitoring of the policy and its established goals and objectives.

This policy applies to all students, staff and schools in the District. Specific measurable goals and outcomes are identified within each section below.

### I. School Wellness Committee

#### ***Committee Role and Membership***

The District will convene a representative district wellness committee (hereto referred to as the DWC or work within an existing school health committee) that meets at least two times per year meeting once per semester to establish goals for and oversee school health and safety policies and programs, including development, implementation and periodic review and update of this district-level wellness policy (heretofore referred to as “wellness policy”).

The DWC membership will represent all school levels (elementary and secondary schools) and include (to the extent possible), but not be limited to: parents and caregivers; students; representatives of the school nutrition program (e.g., school nutrition director); physical education teachers; health education teachers; school health professionals (e.g., health

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education teachers, school health services staff [e.g., nurses, physicians, dentists, health educators, and other allied health personnel who provide school health services], and mental health and social services staff [e.g., school counselors, psychologists, social workers, or psychiatrists]; school administrators (e.g., superintendent, principal, vice principal), school board members; health professionals (e.g., dietitians, doctors, nurses, dentists); and the general public. When possible, membership will also include Supplemental Nutrition Assistance Program Education coordinators (SNAP-EDEDSNAP-Ed). To the extent possible, the DWC will include representatives from each school building and reflect the diversity of the community.

*Each school within the District will establish an ongoing School Wellness Committee (SWC) that convenes to review school-level issues, in coordination with the DWC.]*

**Leadership**

The Superintendent or designee(s) will convene the DWC and facilitate the development of and updates to the wellness policy, and will ensure each school’s compliance with the policy.

**The designated official for oversight is the Assistant Superintendent of Teaching and Learning.**

The name(s), title(s), and contact information (email address is sufficient) of this/these individual(s) is (are):

Name	Title / Relationship to the School or District	Email address	Role on Committee
Janna Ragland Brian Elam	Assistant Director of Child Nutrition	<a href="mailto:janna.ragland@owassops.org">janna.ragland@owassops.org</a> <a href="mailto:brian.elam@owassops.org">brian.elam@owassops.org</a>	Meeting Coordinator Contributor
Kellie Aylor	Nurse	<a href="mailto:kellie.aylor@owassops.org">kellie.aylor@owassops.org</a>	Contributor
Rickey Peaker	Secondary PE	<a href="mailto:rickey.peaker@owassops.org">rickey.peaker@owassops.org</a>	Contributor
Kristen Knowles	Elementary y PE	<a href="mailto:kristen.knowles@owassops.org">kristen.knowles@owassops.org</a>	Contributor

Each school will designate a school wellness policy coordinator, who will ensure compliance with the policy. Refer to Owassops.org for a list of school-level wellness policy coordinators.

**II. Wellness Policy Implementation, Monitoring, Accountability and Community Engagement**

**Implementation Plan**

The District will develop and maintain a plan for implementation to manage and coordinate the execution of this wellness policy. The plan delineates roles, responsibilities, actions and timelines specific to each school; and includes information about who will be responsible to make what change, by how much, where and when; as well as specific goals and objectives for

Amended October 2022                      Amended August 2015  
Amended November 2021                Adopted August 2006  
Amended December 2019

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nutrition standards for all foods and beverages available on the school campus, food and beverage marketing, nutrition promotion and education, physical activity, physical education and other school-based activities that promote student wellness. It is recommended that the school use the *Healthy Schools Program online tools* to complete a school-level assessment based on the Centers for Disease Control and Prevention's School Health Index, create an action plan that fosters implementation and generate an annual progress report.

This wellness policy and the progress reports can be found at: [owassops.org](http://owassops.org)

### ***Recordkeeping***

The District will retain records to document compliance with the requirements of the wellness policy at Child Nutrition Office. Documentation maintained in this location will include but will not be limited to:

- The written wellness policy;
- Documentation demonstrating that the policy has been made available to the public;
- Documentation of efforts to review and update the Local Schools Wellness Policy; including an indication of who is involved in the update and methods the district uses to make stakeholders aware of their ability to participate on the DWC;
- Documentation to demonstrate compliance with the annual public notification requirements;
- The most recent assessment on the implementation of the local school wellness policy;
- Documentation demonstrating the most recent assessment on the implementation of the Local School Wellness Policy has been made available to the public.

### ***Annual Notification of Policy***

The District will actively inform families and the public each year of basic information about this policy, including its content, any updates to the policy and implementation status. The District will make this information available via the district website and/or district-wide communications. The District will provide as much information as possible about the school nutrition environment. This will include a summary of the District's and/or school events or activities related to wellness policy implementation. Annually, the District will also publicize the name and contact information of the District Leaders leading and coordinating committee, as well as information on how the public can get involved with the school wellness committee.

### ***Triennial Progress Assessments***

At least once every three years, the District will evaluate compliance with the wellness policy to assess the implementation of the policy and include:

- The extent to which schools under the jurisdiction of the District are in compliance with the wellness policy;
- The extent to which the District's wellness policy compares to the Alliance for a Healthier Generation's model wellness policy; and
- A description of the progress made in attaining the goals of the District's wellness policy.

The position/person responsible for managing the triennial assessment and contact information is Director of Child Nutrition.

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The DWC, in collaboration with individual schools, will monitor schools' compliance with this wellness policy.

The District will actively notify households/families of the availability of the triennial progress report.

### ***Revisions and Updating the Policy***

The DWC will update or modify the wellness policy based on the results of the annual School Health Index and triennial assessments and/or as District priorities change; community needs change; wellness goals are met; new health science, information, and technology emerges; and new Federal or state guidance or standards are issued. **The wellness policy will be assessed and updated as indicated at least every three years, following the triennial assessment.**

### ***Community Involvement, Outreach and Communications***

The District is committed to being responsive to community input, which begins with awareness of the wellness policy. The District will actively communicate ways in which representatives of DWC and others can participate in the development, implementation and periodic review and update of the wellness policy through a variety of means appropriate for that district. The District will also inform parents of the improvements that have been made to school meals and compliance with school meal standards, availability of child nutrition programs and how to apply, and a description of and compliance with Smart Snacks in School nutrition standards. The District will use electronic mechanisms, such as email or displaying notices on the district's website, as well as non-electronic mechanisms, such as newsletters, presentations to parents, or sending information home to parents, to ensure that all families are actively notified of the content of, implementation of, and updates to the wellness policy, as well as how to get involved and support the policy. The District will ensure that communications are culturally and linguistically appropriate to the community, and accomplished through means similar to other ways that the district and individual schools are communicating important school information with parents.

The District will actively notify the public about the content of or any updates to the wellness policy annually, at a minimum. The District will also use these mechanisms to inform the community about the availability of the annual and triennial reports.

## **III. Nutrition**

### ***School Meals***

Our school district is committed to serving healthy meals to children, with plenty of fruits, vegetables, whole grains, and fat-free and low-fat milk; that are low in sodium, sugar and saturated fat, and have zero grams' *trans*-fat per serving (nutrition label or manufacturer's specification); and to meet the nutrition needs of school children within their calorie requirements. The school meal programs aim to improve the diet and health of school children, help mitigate childhood obesity, model healthy eating to support the development of lifelong healthy eating patterns and support healthy choices while accommodating cultural food preferences and special dietary needs.

All schools within the District participate in USDA child nutrition programs, including the National School Lunch Program (NSLP) and the School Breakfast Program (SBP). The District also operates additional nutrition-related programs and activities including Healthy High School

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Challenge and Future Chef's. All schools within the District are committed to offering school meals through the NSLP and SBP programs, and other applicable Federal child nutrition programs, that:

- Are accessible to all students;
- Are appealing and attractive to children;
- Are served in clean and pleasant and supervised settings;
- Meet or exceed current nutrition requirements established by local, state, and Federal statutes and regulations. (The District offers reimbursable school meals that meet [USDA nutrition standards](#).)
- Students are encouraged to start the day with a healthy breakfast.
- Daily fruit options are displayed in a location in the line of sight and reach of students.
- A reimbursable meal can be created in any service area available to students (e.g., salad bars, snack rooms, etc.)
- Menus and nutritional information is available on a mobile app and website
- Menus will be created and all meals reviewed by a Registered Dietitian or other certified nutrition professional.
- School meals are administered by a team of child nutrition professionals
- The District child nutrition program will accommodate students with special dietary needs
- Students are served lunch at a reasonable and appropriate time of day
- Applications for reimbursable meal programs to families will be available on the district website at the start of the school year and throughout the year
- The District will promote activities to involve students and parents in the lunch program.
- Promote healthy food and beverage choices using at least ten of the following marketing and merchandising techniques:
  - Whole fruit options are displayed in attractive bowls or baskets (instead of chafing dishes or hotel pans) at the secondary level.
  - Sliced or cut fruit is available daily.
  - All available vegetable options have been given creative or descriptive names.
  - Daily vegetable options are bundled into all grab-and-go meals available to students.
  - All staff members, especially those serving, have been trained to politely prompt students to select and consume the daily vegetable options with their meal.
  - White milk is placed in front of other beverages in all coolers.
  - Alternative entrée options (e.g., salad bar, yogurt parfaits, etc.) are highlighted on posters or signs within all service and dining areas.
  - Student surveys and taste testing opportunities are used to inform menu development, dining space decor and promotional ideas.
  - Daily announcements are used to promote and market menu options.

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- Students will be allowed at least 10 minutes to eat breakfast and at least 20 minutes to eat lunch, counting from the time they have received their meal and are seated.
- Lunch will follow the recess period to better support learning and healthy eating when possible.
- Participation in Federal child nutrition programs will be promoted among students and families to help ensure that families know what programs are available in their children's school.
- Materials will be distributed to inform families of the availability and location of free Summer Food Service Program meals for students when school is not in session.

### **Staff Qualifications and Professional Development**

All school nutrition program directors, managers and staff will meet or exceed hiring and annual continuing education/training requirements in the *USDA professional standards for child nutrition professionals*. These school nutrition personnel will refer to [USDA's Professional Standards for School Nutrition Standards](#) website to search for training that meets their learning needs.

### **Water**

To promote hydration, free, safe, unflavored drinking water will be available to all students without restriction throughout the school day\* and throughout every school campus\* ("school campus" and "school day" are defined in the glossary). The District will make drinking water available where school meals are served during mealtimes.

- Water cups/jugs will be available in the cafeteria if a drinking fountain is not present.
- All water sources and containers will be maintained on a regular basis to ensure good hygiene and health safety standards. Such sources and containers may include drinking fountains, water jugs, hydration stations, water jets and other methods for delivering drinking water.
- Students will be allowed to bring and carry (approved) water bottles filled with only water with them throughout the day.
- Bottle fillers available at every site.

### **Competitive Foods and Beverages**

The District is committed to ensuring that all foods and beverages available to students on the school campus\* during the school day\* support healthy eating. The foods and beverages sold and served outside of the school meal programs (e.g., "competitive" foods and beverages) will meet the USDA Smart Snacks in School nutrition standards, at a minimum. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day and create an environment that reinforces the development of healthy eating habits. A summary of the standards and information, as well as a Guide to Smart Snacks in Schools are available at: <http://www.fns.usda.gov/school-meals/tools-schools-smart-snacks>. The Alliance for a Healthier Generation provides a set of tools to assist with implementation of Smart Snacks available at <http://www.healthiergeneration.org/>.

To support healthy food choices and improve student health and well-being, all foods and beverages outside the reimbursable school meal programs that are *sold* to students on the

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school campus during the school day and ideally, the extended school day, will meet or exceed the USDA Smart Snacks nutrition standards. These standards will apply in all locations and through all services where foods and beverages are sold, which may include, but are not limited to, à la carte options in cafeterias, vending machines, school stores and snack or food carts.

### ***Celebrations and Rewards***

All foods *offered* on the school campus will meet or exceed the USDA Smart Snacks in School nutrition standards including through:

1. Celebrations and parties. During the year there will be only two school-wide parties, Winter Holiday and Valentine's Day. Any refreshments brought to school for these parties must be store-bought. Parents may not bring birthday treats for the class. The district will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas. Healthy party ideas are available from the [Alliance for a Healthier Generation](#) and from the [USDA](#).
2. Classroom snacks brought by parents. The District will provide to parents a [list of foods and beverages that meet Smart Snacks](#) nutrition standards.
3. Rewards and incentives. The District will provide teachers and other relevant school staff a [list of alternative ways to reward children](#). Food and beverages will not be used as a reward, or withheld as punishment for any reason, such as for performance or behavior.

### ***Fundraising***

Foods and beverages that meet or exceed the USDA Smart Snacks in Schools nutrition standards may be sold through fundraisers on the school campus\* during the school day\*. The District will make available to parents and teachers a list of healthy fundraising ideas [*examples from the [Alliance for a Healthier Generation](#) and the [USDA](#)*].

### ***Nutrition Promotion***

Nutrition promotion and education positively influence lifelong eating behaviors by using evidence-based techniques and nutrition messages, and by creating food environments that encourage healthy nutrition choices and encourage participation in school meal programs. Students and staff will receive consistent nutrition messages throughout schools, classrooms, gymnasiums, and cafeterias. Nutrition promotion also includes marketing and advertising nutritious foods and beverages to students and is most effective when implemented consistently through a comprehensive and multi-channel approach by school staff, teachers, parents, students and the community.

The District will promote healthy food and beverage choices for all students throughout the school campus, as well as encourage participation in school meal programs. This promotion will occur through at least:

- Implementing at least ten or more evidence-based healthy food promotion techniques through the school meal programs using marketing and merchandising techniques; and
- Ensuring 100% of foods and beverages promoted to students meet the USDA Smart Snacks in School nutrition standards. Additional promotion techniques that the District and individual schools may use are available at <http://www.healthiergeneration.org/>.

### ***Nutrition Education***

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The District will teach, model, encourage and support healthy eating by all students. Schools will provide nutrition education and engage in nutrition promotion that:

- Is designed to provide students with the knowledge and skills necessary to promote and protect their health;
- Is part of not only health education classes, but also integrated into other classroom instruction through subjects such as math, science, language arts, social sciences and elective subjects;
- Includes enjoyable, developmentally-appropriate, culturally-relevant and participatory activities, such as cooking demonstrations or lessons, promotions, taste-testing, farm visits and school gardens;
- Promotes fruits, vegetables, whole-grain products, low-fat and fat-free dairy products and healthy food preparation methods;
- Emphasizes caloric balance between food intake and energy expenditure (promotes physical activity/exercise);
- Links with school meal programs, cafeteria nutrition promotion activities, school gardens, Farm to School programs, other school foods and nutrition-related community services;
- Teaches media literacy with an emphasis on food and beverage marketing; and
- Includes nutrition education training for teachers and other staff.

### ***Essential Healthy Eating Topics in Health Education***

The District will include in the health education curriculum a minimum of 6 of the following essential topics on healthy eating:

- Relationship between healthy eating and personal health and disease prevention
- Food guidance from MyPlate
- Reading and using FDA's nutrition fact labels
- Eating a variety of foods every day
- Balancing food intake and physical activity
- Eating more fruits, vegetables and whole grain products
- Choosing foods that are low in fat, saturated fat, and cholesterol and do not contain *trans* fat
- Choosing foods and beverages with little added sugars
- Eating more calcium-rich foods
- Preparing healthy meals and snacks
- Risks of unhealthy weight control practices
- Accepting body size differences
- Food safety
- Importance of water consumption
- Importance of eating breakfast

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- Making healthy choices when eating at restaurants
- Eating disorders
- The Dietary Guidelines for Americans
- Reducing sodium intake
- Social influences on healthy eating, including media, family, peers and culture
- How to find valid information or services related to nutrition and dietary behavior
- How to develop a plan and track progress toward achieving a personal goal to eat healthfully
- Resisting peer pressure related to unhealthy dietary behavior
- Influencing, supporting, or advocating for others' healthy dietary behavior

### ***Food and Beverage Marketing in Schools***

The District is committed to providing a school environment that ensures opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. The District strives to teach students how to make informed choices about nutrition, health and physical activity. These efforts will be weakened if students are subjected to advertising on District property that contains messages inconsistent with the health information the District is imparting through nutrition education and health promotion efforts. It is the intent of the District to protect and promote student's health by permitting advertising and marketing for only those foods and beverages that are permitted to be sold on the school campus, consistent with the District's wellness policy.

Any foods and beverages marketed or promoted to students on the school campus\* during the school day\* will meet or exceed the USDA Smart Snacks in School nutrition standards, such that only those foods that comply with or exceed those nutrition standards are permitted to be marketed or promoted to students.

Food and beverage marketing is defined as advertising and other promotions in schools. Food and beverage marketing often includes an oral, written, or graphic statements made for promoting the sale of a food or beverage product made by the producer, manufacturer, seller or any other entity with a commercial interest in the product.<sup>1</sup> This term includes, but is not limited to the following:

- Brand names, trademarks, logos or tags, except when placed on a physically present food or beverage product or its container.
- Displays, such as on vending machine exteriors
- Corporate brand, logo, name or trademark on school equipment, such as marquees, message boards, scoreboards or backboards (Note: immediate replacement of these items are not required; however, districts will replace or update scoreboards or other durable equipment when existing contracts are up for renewal or to the extent that is financially possible over time so that items are in compliance with the marketing policy.)

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- Corporate brand, logo, name or trademark on cups used for beverage dispensing, menu boards, coolers, trash cans and other food service equipment; as well as on posters, book covers, pupil assignment books or school supplies displayed, distributed, offered or sold by the District.
- Advertisements in school publications or school mailings.
- Free product samples, taste tests or coupons of a product, or free samples displaying advertising of a product.

As the District/school nutrition services/Athletics Department/PTA/PTO reviews existing contracts and considers new contracts, equipment and product purchasing (and replacement) decisions should reflect the applicable marketing guidelines established by the District wellness policy.

#### IV. Physical Activity

Children and adolescents should participate in at least 60 minutes of physical activity every day. A substantial percentage of students' physical activity can be provided through a comprehensive school physical activity program (CSPAP). A CSPAP reflects strong coordination and synergy across all of the components: quality physical education as the foundation; physical activity before, during and after school; staff involvement and family and community engagement and the district is committed to providing these opportunities. Schools will ensure that these varied physical activity opportunities are in addition to, and not as a substitute for, physical education (addressed in "Physical Education" subsection). All schools in the district will be encouraged to successfully address all CSPAP areas.

Physical activity during the school day (including but not limited to recess, classroom physical activity breaks or physical education) **will not be withheld** as punishment for any reason (*"This does not include participation on sports teams that have specific academic requirements"*). Teachers and other school personnel **will not** use physical activity (e.g., running laps, push-ups) as punishment. The district will provide teachers and other school staff with a [list of ideas](#) for alternative ways to discipline students.

To the extent practicable, the District will ensure that its grounds and facilities are safe and that equipment is available to students to be active. The District will conduct necessary inspections and repairs.

##### **Physical Education**

The District will provide students with physical education, using an age-appropriate, sequential physical education curriculum consistent with national and state standards for physical education. The physical education curriculum will promote the benefits of a physically active lifestyle and will help students develop skills to engage in lifelong healthy habits, as well as incorporate essential health education concepts (discussed in the *"Essential Physical Activity Topics in Health Education"* subsection). The curriculum will support the essential components of physical education.

All students will be provided an equal opportunity to participate in physical education classes. The District will make appropriate accommodations to allow for equitable participation for all students and will adapt physical education classes and equipment as necessary.

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All District **elementary students** in each grade will receive physical education in combination with recess for an average of 120 minutes per week throughout the school year.

All District **secondary students** (middle and high school, grades 6-12) are strongly encouraged to take the equivalent of one academic year of physical education.

The District physical education program will promote student physical fitness through individualized fitness and activity assessments and will use criterion-based reporting for each student.

- Students will engage in moderate to vigorous activity for more than 50% of class time in physical education class.
- During physical education classes, students will be given the opportunity to participate in many types of physical activity, including both cooperative and competitive games.
- When possible physical education classes will have a student/teacher ratio comparable to core subject classroom size
- All physical education classes in the district are taught by licensed teachers who are certified or endorsed to teach physical education.

### ***Essential Physical Activity Topics in Health Education***

Health education will be required in all grades (elementary) and the district will require middle and high school students to take and pass at least one health education course. The District will include in the health education curriculum a minimum of 12 the following essential topics on physical activity:

- The physical, psychological, or social benefits of physical activity
- How physical activity can contribute to a healthy weight
- How physical activity can contribute to the academic learning process
- How an inactive lifestyle contributes to chronic disease
- Health-related fitness, that is, cardiovascular endurance, muscular endurance, muscular strength, flexibility, and body composition
- Differences between physical activity, exercise and fitness
- Phases of an exercise session, that is, warm up, workout and cool down
- Overcoming barriers to physical activity
- Decreasing sedentary activities, such as TV watching
- Opportunities for physical activity in the community
- Preventing injury during physical activity
- Weather-related safety, for example, avoiding heat stroke, hypothermia and sunburn while being physically active
- How much physical activity is enough, that is, determining frequency, intensity, time and type of physical activity
- Developing an individualized physical activity and fitness plan

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- Monitoring progress toward reaching goals in an individualized physical activity plan
- Dangers of using performance-enhancing drugs, such as steroids
- Social influences on physical activity, including media, family, peers and culture
- How to find valid information or services related to physical activity and fitness
- How to influence, support, or advocate for others to engage in physical activity
- How to resist peer pressure that discourages physical activity

### ***Recess (Elementary)***

All elementary schools will offer at least **20 minutes of recess** on all days during the school year (*This policy may be waived on early dismissal or late arrival days*). If recess is offered before lunch, schools will have appropriate hand-washing facilities and/or hand-sanitizing mechanisms located just inside/outside the cafeteria to ensure proper hygiene prior to eating and students are required to use these mechanisms before eating. Hand-washing, as well as time to put away coats/hats/gloves, will be built into the recess transition period/time frame before students enter the cafeteria.

**Outdoor recess** will be offered when weather is feasible for outdoor play.

In the event that the school or district must conduct **indoor recess**, teachers and staff will develop and follow the indoor recess guidelines that promote physical activity for students, to the extent practicable.

Recess will complement, not substitute, physical education class. Recess monitors or teachers will encourage students to be active, and will serve as role models by being physically active alongside the students whenever feasible.

In order to increase food consumption, reduce waste and improve classroom attentiveness recess will be held before lunch when possible.

### ***Classroom Physical Activity Breaks (Elementary and Secondary)***

The District recognizes that students are more attentive and ready to learn if provided with periodic breaks when they can be physically active or stretch. Thus, students will be offered **periodic opportunities** to be active or to stretch throughout the day. The District recommends teachers provide to all students short (3-5-minute) physical activity breaks throughout the day to stretch, move around and break up their time spent sitting. These physical activities may take place during and/or between classroom times. These physical activity breaks will complement, not substitute, for physical education class, recess, and class transition periods.

Schools will allow teachers the opportunity to participate in or lead physical activities throughout the school day.

### ***Active Academics***

Teachers will incorporate movement and kinesthetic learning approaches into “core” subject instruction when possible (e.g., science, math, language arts, social studies and others) and do their part to limit sedentary behavior during the school day.

The District will support classroom teachers incorporating physical activity and employing kinesthetic learning approaches into core subjects by providing annual professional development opportunities and resources, including information on leading activities, activity options, as well as making available background material on the connections between learning and movement.

Teachers will serve as role models by being physically active alongside the students whenever feasible.

### ***Before and After School Activities***

The District offers opportunities for students to participate in physical activity either before and/or after the school day (or both) through a variety of methods. The District will encourage students to be physically active before and after school by: FOR Sports, Running Club, Secondary Band and Athletics.

### ***Active Transport***

The District will support active transport to and from school, such as walking or biking. The District will encourage this behavior by engaging in *six or more* of the activities below; including but not limited to:

- Promote activities such as International Walk to School Week, National Walk and Bike to School Week
- Secure storage facilities for bicycles and helmets (e.g., shed, cage, fenced area, bike racks)
- Instruction on walking/bicycling safety provided to students
- Promote safe routes program to students, staff, and parents via newsletters, websites, local newspaper and encourage parents to supervise groups of children who walk or bike to and from school.
- Use crossing guards
- Use crosswalks on streets leading to schools
- District will work with local officials to designate safe or preferred routes to school.

## **V. Other Activities that Promote Student Wellness**

The District will integrate wellness activities across the entire school setting, not just in the cafeteria, other food and beverage venues and physical activity facilities. The District will coordinate and integrate other initiatives related to physical activity, physical education, nutrition and other wellness components so all efforts are complementary, not duplicative, and work towards the same set of goals and objectives promoting student well-being, optimal development and strong educational outcomes.

Schools in the District are encouraged to coordinate content across curricular areas that promote student health, such as teaching nutrition concepts in mathematics, with consultation provided by either the school or the District's curriculum experts.

All efforts related to obtaining federal, state or association recognition for efforts, or grants/funding opportunities for healthy school environments will be coordinated with and

complimentary of the wellness policy, including but not limited to ensuring the involvement of the DWC/SWC.

All school-sponsored events will adhere to the wellness policy guidelines. All school-sponsored wellness events will include physical activity and healthy eating opportunities when appropriate.

### ***Community Partnerships***

The District will continue relationships with community partners (e.g., hospitals, universities/colleges, local businesses, SNAP-Ed providers and coordinators, etc.) in support of this wellness policy's implementation. Existing and new community partnerships and sponsorships will be evaluated to ensure that they are consistent with the wellness policy and its goals.

### ***Community Health Promotion and Family Engagement***

The District will promote to parents/caregivers, families, and the general community the benefits of and approaches for healthy eating and physical activity throughout the school year. Families will be informed and invited to participate in school-sponsored activities and will receive information about health promotion efforts.

As described in the "Community Involvement, Outreach, and Communications" subsection, the District will use electronic mechanisms (e.g., email or displaying notices on the district's website), as well as non-electronic mechanisms, (e.g., newsletters, presentations to parents or sending information home to parents), to ensure that all families are actively notified of opportunities to participate in school-sponsored activities and receive information about health promotion efforts.

### ***Staff Wellness and Health Promotion***

The DWC will have a staff wellness subcommittee that focuses on staff wellness issues, identifies and disseminates wellness resources and performs other functions that support staff wellness in coordination with human resources staff.

Schools in the District will implement strategies to support staff in actively promoting and modeling healthy eating and physical activity behaviors. The District promotes staff member participation in health promotion programs and will support programs for staff members on healthy eating/weight management that are accessible and free or low-cost.

### ***Professional Learning***

When feasible, the District will offer annual professional learning opportunities and resources for staff to increase knowledge and skills about promoting healthy behaviors in the classroom and school (e.g., increasing the use of kinesthetic teaching approaches or incorporating nutrition lessons into math class). Professional learning will help District staff understand the connections between academics and health and the ways in which health and wellness are integrated into ongoing district reform or academic improvement plans/efforts.

*Glossary:*

**Extended School Day**

The time during, before and after school that includes activities such as clubs, intramural sports, band and choir practice, drama rehearsals and more.

**School Campus**

Areas that are owned or leased by the school and used at any time for school-related activities, including on the outside of the school building, school buses or other vehicles used to transport students, athletic fields and stadiums (e.g., on scoreboards, coolers, cups, and water bottles), or parking lots.

**School Day**

The period of time between midnight the night before to 30 minutes after the end of the instructional day.

**Competitive Foods and Beverages**

Foods and beverages that are sold on campus outside of federal reimbursable school meals program during the school day (e.g., in vending machines or school stores)

**Smart Snack Standards**

Nutrition standards, issued by the USDA, that set limits on the amount of calories, salt, sugar, and fat in competitive foods and beverages

**Triennial**

Recurring every three years.

## 5.35 Concurrent Enrollment Guidelines Juniors / Seniors

Concurrent enrollment provides junior and senior students of exceptional ability an opportunity to gain college and high school credit while completing their high school education. State law requires that each high school student be made aware of the opportunity to participate in concurrent enrollment.

Qualified juniors and seniors who are regularly enrolled, who meet the standards set for by the Oklahoma State Regents for Higher Education, and who are able to meet the Owasso High School graduation requirements may be authorized to take courses for college credit while completing high school requirements for graduation. These guidelines are concurrent enrollment have been approved by the Owasso Board of Education and are in accordance with existing policies of the Oklahoma State Board of Education and the Oklahoma Regents for Higher Education which affect the participation of junior and senior students in concurrent enrollment.

The high school counseling office and the principal or designee must verify that a student is meeting graduation requirements prior to the enrollment in college courses.

Concurrently enrolled students are responsible for the tuition and other expense involved in concurrent enrollment.

Qualified students may concurrently enroll in college courses which are not offered at Owasso High School.

High School juniors and seniors who meet concurrent requirements may be eligible to enroll in college courses while attending high school. Students who choose to concurrently enroll must be able to earn the required credits for graduation by the end of the spring semester of their senior year. OHS will award academic/core credit for college courses that correlate to OHS courses. Elective credit will be given to courses if there is no correlation between the concurrent enrollment course and a OHS course. These credits will count toward OHS graduation credit requirements. Students who concurrently enroll will drop one course at Owasso High School for every 3 hours of college coursework in which they enroll. If a student drops their concurrent enrollment course, a OHS course must be added. The college will provide OHS with a list of students who are enrolled in concurrent courses after the DROP dates.

~~To replace English 12, students must take two semesters of concurrently enrolled English courses. AP tests credit during your sophomore or junior year DOES NOT replace either semester of English 12.~~ Students should remember that concurrent enrollment courses begin their official college transcript which must be presented to any future college they attend.

Students who are enrolled in the eleventh or twelfth grade and qualify for concurrent enrollment in accordance with the district's policy may enroll in a maximum of nine semester credit hours during the summer session at a college or university prior to the junior or senior year of high school.



# Owasso Public Schools

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

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August 15th, 2023

Accreditation Standards Division  
2500 North Lincoln Boulevard, Suite 210  
Oklahoma City, Oklahoma 73105

To Whom it May Concern,

I am writing on behalf of the Owasso Public Schools and a request for approval of Deregulations for the following:

OAC 210:35-5-71 - Library Media Services Elementary School  
OAC 210:35-7-61 - Library Media Services Middle School

In the past we have had a half time library assistant to meet the requirement but due to the need to add special services and other staff we deem more urgent we are unable to have those assistants at this time. Our building principals will evaluate the effectiveness of the plan by observing library usage and by interviewing teachers and students regarding the availability of the library and library services provided to the students and staff.

Thank you for considering our request. We would appreciate any help you can provide by approving our request.

Respectfully,

Margaret Coates, Ed.D.  
Superintendent



- A. Reason for the Waiver request. Please include circumstances which necessitate hiring a non certified library media specialist. What alternative means will be employed if your waiver is denied? Where is the applicant as it pertains to their pursuit of their course of study? What percentage of your student population will benefit from the waiver if approved?

We are requesting a deregulation of OAC 210:35-5-71 Library Media Services - Elementary School. OAC 210:35-761 Library Media Services - Middle School. In the past we had a half-time library assistant to meet the requirement but due to the need to add special services and other staff we deem more urgent we are not able to have those assistants at this time.

- B. List alternate strategies/plans which the district/site proposes. How does this plan best serve the students of your district, i.e., a description of the educational benefits to the students and learning achievement? Please list any negative impact if the waiver were to be denied.

In addition to the full time librarian we utilize teacher and support staff and instructional assistants to help staff the library. We also have age appropriate materials in the classrooms and teachers are encouraged to work with the librarians on checking out books for individual classrooms.

- C. Educational impact to the district: Results of the Statutory Waiver/Deregulation, i.e., effect on student performance levels, impact of plan on other sites in the district.

We believe that there will be little or no impact on student performance due to the fact that we do have a full time librarian and utilize teachers, support staff and instructional assistants to meet the needs of our students.

- D. Timeline: Please submit class schedule, calendars, assessment forms and other attachments as necessary.

We are requesting a three (3) year waiver for the 2023-2024 school year through the 2025-2026 school year. It is our hope that funding will be restored and this position can be restored. Tentative Media Center schedules are attached for each school site.

- E. Any financial impact to the District (positive or negative) for the proposed waiver/deregulation? If positive please describe where the available would be reallocated.

The District has continued to maintain and add certified staff to meet our District's continued growth. It is unfortunate that we find it necessary to discontinue this support position in order to fill all of the certified and special services needs we currently have. The discontinuation of this position has saved the District approximately \$10,000.00 at each of our 14 school sites at a total savings of \$140,000.00 per year.

- F. Describe method of assessment or evaluation of effectiveness of the plan both for staff and students, I.E., TLE, ACT scores, graduation rates, RSA, School Report Card, etc.

The building principal will evaluate the effectiveness of the plan by observing library use and by interviewing teachers and students regarding the availability of the library and library services provided to students and staff.

\*\* You will be contacted if more information is needed to process this request.

## Hodson Library Media iCenter Fall 2023-Spring 2024 Schedule

Please let me know if you need to schedule extra times to select just-right books, do research, or enrich the kiddos!

	Monday	Tuesday	Wednesday	Thursday	Friday
8:30					
8:45					
9:00					
9:15					
9:30	Ordering / Phone calls (15 min. plan time)	9:30-10: Easterwood (3)	9:30-10: Grobe (3)	9:30-10: Chavez (4)	9:30-10: Jarman (K)
9:45					
10:00		10-10:30	10-10:30	10-10:30: Pugh SPED	10-10:30: Creason (K)
10:15	5th (10-11)				
10:30		10:30-11: Santillan (2)	10:30-11: Score (2)	10:30-11: Boley (2)	10:30-11: Tucker (2)
10:45					
11:00		11-11:30: Rake AM (PreK)	11-11:30	11-11:30: Sweeney (4)	11-11:30: Collins SPED
11:15					
11:30					
11:45					
12:00					
12:15	5th (12:20-12:45) BEFORE LUNCH	Lunch/plan time 11:35-12:50	Lunch/plan time 11:35-12:50	Lunch/plan time 11:30-12:50	Lunch/plan time 11:30-12:50
12:30					
12:45					
1:00	Lunch/plan time 12:45-1:45	1-1:30: Halbrook (1)	1-1:30: Peterson (1)	1-1:30: Boatman (1)	1-1:30: Summers (1)
1:15					
1:30		1:30-2: Rake PM (PreK)	1:30-2: Coffey (3)	1:30-2: Hanover (4)	1:30-2: Fletcher (K)
1:45	5th (1-45-2) AFTER LUNCH				
2:00		2-2:30	2-2:30	2-2:30: Kitch (4)	2-2:30 Smith (K)
2:15	5th (2-3)				
2:30					
2:45		2:30-3	2:30-3: Campbell (3)	2:30-3	2:30-3: BLACK LIGHT READING
3:00		5th Grade WIN ("What I Need") Small Groups			
3:15		Afternoon Duty			
3:30		Afternoon Duty			
3:45		Afternoon Duty			



- A. Reason for the Waiver request. Please include circumstances which necessitate hiring a non certified library media specialist. What alternative means will be employed if your waiver is denied? Where is the applicant as it pertains to their pursuit of their course of study? What percentage of your student population will benefit from the waiver if approved?

We are requesting a deregulation of OAC 210:35-5-71 Library Media Services - Elementary School. OAC 210:35-761 Library Media Services - Middle School. In the past we had a half-time library assistant to meet the requirement but due to the need to add special services and other staff we deem more urgent we are not able to have those assistants at this time.

- B. List alternate strategies/plans which the district/site proposes. How does this plan best serve the students of your district, i.e., a description of the educational benefits to the students and learning achievement? Please list any negative impact if the waiver were to be denied.

In addition to the full time librarian we utilize teacher and support staff and instructional assistants to help staff the library. We also have age appropriate materials in the classrooms and teachers are encouraged to work with the librarians on checking out books for individual classrooms.

- C. Educational impact to the district: Results of the Statutory Waiver/Deregulation, i.e., effect on student performance levels, impact of plan on other sites in the district.

We believe that there will be little or no impact on student performance due to the fact that we do have a full time librarian and utilize teachers, support staff and instructional assistants to meet the needs of our students.

- D. Timeline: Please submit class schedule, calendars, assessment forms and other attachments as necessary.

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- E. Any financial impact to the District (positive or negative) for the proposed waiver/deregulation? If positive please describe where the available would be reallocated.

The District has continued to maintain and add certified staff to meet our District's continued growth. It is unfortunate that we find it necessary to discontinue this support position in order to fill all of the certified and special services needs we currently have. The discontinuation of this position has saved the District approximately \$10,000.00 at each of our 14 school sites at a total savings of \$140,000.00 per year.

- F. Describe method of assessment or evaluation of effectiveness of the plan both for staff and students, I.E., TLE, ACT scores, graduation rates, RSA, School Report Card, etc.

The building principal will evaluate the effectiveness of the plan by observing library use and by interviewing teachers and students regarding the availability of the library and library services provided to students and staff.

\*\* You will be contacted if more information is needed to process this request.

# **7GC BELL SCHEDULE**

1<sup>st</sup> hour - 8:00-9:00

2<sup>nd</sup> hour - 9:04-10:04

3<sup>rd</sup> hour - 10:08-11:08

**1<sup>st</sup> LUNCH - 11:08-11:33**

4<sup>th</sup> hour - 11:37-12:37

4<sup>th</sup> hour - 11:12-12:12

**2<sup>nd</sup> LUNCH - 12:12-12:37**

5<sup>th</sup> hour - 12:41-1:41

6<sup>th</sup> hour - 1:45-2:45

---

**Fwd: Acellus Gold Edition - License Credit**

1 message

**Charlene Duncan** <charlene.duncan@owassops.org>

Thu, Sep 7, 2023 at 9:04 PM

To: Renae Klein &lt;renae.klein@owassops.org&gt;

Cc: Mark Officer &lt;mark.officer@owassops.org&gt;, Kay Wilburn &lt;kay.wilburn@owassops.org&gt;

Hello Renae,  
Margaret asked that we attach this email to our agenda item, "Acellus Educational Services."

Thank you,  
Charlene

**Charlene Duncan, M.Ed.**  
Director of Special Services  
**Owasso Public Schools**  
(918) 272-8021



*"The fool persuades me with his reason; the wise man persuades me with my own."*

~Aristotle

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

From: **Kayli Kim** <kayli.kim@science.edu>

Date: Wed, Sep 6, 2023 at 4:51 PM

Subject: Acellus Gold Edition - License Credit

To: Charlene Duncan &lt;charlene.duncan@owassops.org&gt;

Hi Charlene,

As per our conversations, once approved, the Acceptance Form for Acellus Gold Edition (\$31,960) will be replacing your original order of Acellus course licenses for the 23/24 school year (\$30,000).

We will apply your payment of \$30K to the new order and the remaining \$1,960 will be left on the invoice.

Let me know if you have any questions on this.  
Thanks!

--

Kayli Kim  
Acellus State Coordinator  
816.883.3821  
[kayli.kim@science.edu](mailto:kayli.kim@science.edu)  
International Academy of Science



## Acceptance Form

SCHOOL

# Special Education Matching Grant

Contact ID: 279461 [change](#)

Introducing the Acellus Special Education Matching Grant, a grant program specifically tailored to meet the needs of students in special education programs. This comprehensive program provides schools with the Acellus Gold Edition, representing a significant leap forward in education. It includes video-based instruction, grading, attendance tracking, and motivational encouragement. Moreover, students requiring individualized support, such as gifted learners and those with learning gaps, can also benefit from this grant program.

Designed to facilitate immediate student success, our program equips teachers with a wide range of built-in supports, professional development, and training. Through this ongoing training process, teachers not only gain confidence in utilizing the system but also sustain a culture of continuous achievement and motivation.

More information can be found here: [Acellus Gold Edition](#)

Sole Source Provider: It is important to note that Acellus stands as the sole source for the items offered within this grant. Through our comprehensive learning acceleration system and Vectored Instruction technologies, we are uniquely positioned to provide schools with the necessary tools and resources to elevate their educational practices.

Date Issued: 08/29/2023  
Proposal Number: 963050

**School:** Owasso Public Schools  
**District:** Owasso Public Schools  
**State:** OK

[Edit](#)

**Contact:** Ms. Charlene Duncan, Director of Special Education  
**Phone:** 918-272-5367 -8146  
**Email:** charlene.duncan@owassops.org

QTY	DESCRIPTION	PRICE	EXTENDED PRICE
40	<b>Acellus Gold Edition Student License (50% Covered by Grant)</b> <ul style="list-style-type: none"> <li>• Access to Acellus Gold Edition for up to 8 Courses</li> <li>• Built-in Teacher Motivational Tools, Professional Development, and Training</li> <li>• Parent Support</li> <li>• Registration for 3 staff to attend Acellus Special Education Administrator Conference (ASEA) June 11-13, 2024</li> <li>• License Valid for 23/24 School Year</li> </ul>	\$ 1,599.00	\$ 63,960.00

Grant Amount: \$ -32,000.00

**Amount to be Paid by School: \$ 31,960.00**

Upon acceptance of this quote your school will be given access to Acellus and an invoice will be sent.

- Click here to indicate that you have read and agree to the [Standard Purchase and License Terms](#).
- Click here to certify that you the have authority to bind the District and are signing as an authorized agent of the District.

**ACCEPTED BY:**

NAME:	TITLE:	EMAIL:
-------	--------	--------

DELAY INVOICE DATE TO: Immediate 

PO NUMBER:

Accept this Proposal

# INDEPENDENT CONTRACTOR AGREEMENT

**THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement")**

**dated this 25th day of August, 2023**

**BETWEEN**

Owasso Public Schools  
(the "Customer")

**AND**

The Comprehensible Classroom, Elicia Cárdenas

(the "Contractor")

## **BACKGROUND:**

- A. The Customer is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Customer.
- B. The Contractor is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

## **Services Provided**

1. The Customer hereby agrees to engage the Contractor to provide the Customer with services (the "Services") consisting of:
  - Stepping into Somos and Assessment for Acquisition [ In-Person 2 Day Training ]
  - January 3-January 4, 2024
  - 8am-3pm
2. The Contractor will not take an attendance report. If the Customer requires an attendance report on the day of the event, it is the responsibility of the Customer.

3. The Contractor will not record the training and no recording of training is permitted by any parties.
4. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Customer.

### **Disclaimers**

These sessions may include observation and debriefing of teaching using the Coaching from the Heart model, curriculum and planning support, assessment support, or other topics that are of immediate use to the Customer.

Contractor agrees to use commercially reasonable efforts to offer advice based on expertise and the information the Customer makes available at the time of services. The Contractor is not offering implementation services under this contract, and as such, outcomes are dependent on choices customers make as they implement the advice given. Nothing in the Contract and nothing in The Comprehensible Classroom's statements to Customer will be construed as a promise or guarantee about the outcome of Customer's goals.

### **Term of Agreement**

5. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.

### **Performance**

6. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

### **Currency**

7. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

### **Compensation**

8. For the services rendered by the Contractor as required by this Agreement, the Customer will provide compensation (the "Compensation") to the Contractor of a fixed amount of \$6,750.00 for services rendered.
  - i. If the presenter is unable to attend due to reasons related to health (ex: illness or injury, isolation and/or quarantine requirements), extreme weather events, unsafe travel conditions or flight cancellations, the Customer agrees to reschedule on a date or dates that is/are open for both parties at no additional fee. If no mutually agreed upon date can be scheduled, the Customer agrees to compensate Contractor \$500 as partial remuneration for workshop preparation. The Contractor will make every effort to reschedule with the customer.
  - ii. Contractor reserves the right to cancel at any time due to unsafe travel conditions.
  - iii. If the Customer chooses to cancel and not reschedule after flights and travel plans have already been reserved, the Customer agrees to pay a \$1000 cancellation fee.
9. The Compensation will be payable upon completion of the Services.

#### **Ownership of Materials and Intellectual Property**

10. All intellectual property and related materials (the "Intellectual Property") including any related work in progress that is developed or produced under this Agreement, will be the property of the Contractor. The Customer is granted a non-exclusive limited-use license of this Intellectual Property.
11. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

#### **Capacity/Independent Contractor**

12. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

#### **Notice**

13. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

- a. Brent England  
Owasso Public Schools Board of Education President  
Owasso Public Schools
- b. Elicia Cárdenas  
elicia@comprehensibleclassroom.com  
Director of Training  
The Comprehensible Classroom

or to such other address as any Party may from time to time notify the other.

### **Modification of Agreement**

14. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

### **Time of the Essence**

15. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

### **Assignment**

16. The Contractor will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

### **Entire Agreement**

17. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

### **Titles/Headings**

18. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

### **Gender**

19. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**Governing Law**

20. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Alaska, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Severability**

21. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**Waiver**

22. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this 25th day of August 2023

\_\_\_\_\_

Brent England  
Owasso Public Schools Board of Education President  
Owasso Public Schools (Customer)



\_\_\_\_\_

Elicia Cárdenas  
elicia@comprehensibleclassroom.com  
Director of Training  
The Comprehensible Classroom (Contractor)

# Workshop Agreement TCC and Owasso Jan 2024

Final Audit Report

2023-08-25

Created:	2023-08-25
By:	Samantha Brumagin (info@comprehensibleclassroom.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0Md2Jpw1-RNIDSmHEmw2IFp6GJRnBYi7

## "Workshop Agreement TCC and Owasso Jan 2024" History

-  Document created by Samantha Brumagin (info@comprehensibleclassroom.com)  
2023-08-25 - 4:58:28 PM GMT- IP address: 216.137.224.219
-  Document emailed to elicia@comprehensibleclassroom.com for signature  
2023-08-25 - 4:58:50 PM GMT
-  Email viewed by elicia@comprehensibleclassroom.com  
2023-08-25 - 5:27:48 PM GMT- IP address: 172.226.136.29
-  Signer elicia@comprehensibleclassroom.com entered name at signing as Elicia Cárdenas  
2023-08-25 - 5:36:47 PM GMT- IP address: 136.36.94.17
-  Document e-signed by Elicia Cárdenas (elicia@comprehensibleclassroom.com)  
Signature Date: 2023-08-25 - 5:36:49 PM GMT - Time Source: server- IP address: 136.36.94.17
-  Agreement completed.  
2023-08-25 - 5:36:49 PM GMT



**Queen of Hearts LLC**  
 24606 S OK-66 STE 19  
 Claremore, OK 74019  
 P: (918) 395-8010  
 F: (918) 395-8010  
 tina@qofh.com  
 www.Queenofhearts.casino

**Tina Burk**  
 (918) 395-8010  
 tina@qofh.com

**QUOTE**  
 Quote #229129249

**Contact**

Shannon Beck  
 Owasso High School  
 (918) 814-0821  
 shannon.beck@owassops.org  
 12901 East 86th St N, Owasso, OK 74055

**Business / Org**

Owasso High School  
 12901 East 86th St N, Owasso, OK 74055  
 (918) 272-5334

**Notes**

Home Coming Dance

Per Ms. Beck \$50 tip per dealer.

**Event Information**

Owasso High School  
 Saturday, Sep 23, 2023 @ 7:00 PM - 9:30 PM CDT  
 Other Event for 1200 people

**Location / Venue**

Owasso High School  
 12901 East 86th St N, Owasso, OK 74055

**Day of Contact**

Shannon Beck  
 (918) 814-0821

Rental Items		9/23/2023 - 9/23/2023		
Description	Qty	Unit	Total	
 <b>Blackjack</b> Height: 42 in. Length: 52 in. Width: 40 in. Blackjack Table with dealer in uniform and all equipment associated with game. Saturday, 9/23 [7:00 PM CDT for 2.5 hours]	2	\$225.00	\$450.00	
 <b>Roulette Table</b> Height: 29 in. Length: 8ft. Width: 4ft. Roulette table With dealer in uniform and all the equipment associated with game. Saturday, 9/23 [7:00 PM CDT for 2.5 hours]	2	\$225.00	\$450.00	
 <b>Large Craps</b> Height: 35 in. Length 9ft. Width: 40 in. Large Craps Table with 2 dealers in uniform and all the equipment associated with the game. Saturday, 9/23 [7:00 PM CDT for 2.5 hours]	1	\$375.00	\$375.00	
 <b>Novelty \$1,000 Bills &amp; Raffle Tickets</b>	1	\$0.00	\$0.00	
<b>Dealer Travel outside Tulsa Area</b> Dealer travel 35 cents a mile roundtrip per dealer. (28.6 Miles)	6	\$10.01	\$60.06	
 <b>Dealer Tip</b> Tip for Dealer Per Customer request	6	\$50.00	\$300.00	
<b>Total</b>			<b>\$1,635.06</b>	

Description	Qty	Unit	Total
<b>Delivery of Equipment outside of Tulsa (Drop-Off)</b> Outside the Tulsa area. \$1.50 a mile roundtrip per mile. (28.6 Miles roundtrip) Saturday, 9/23 [TBD] 12901 East 86th St N, Owasso, OK 74055	1	\$42.10	\$42.10
<b>Pickup outside of Tulsa area (Pickup)</b> Saturday, 9/23 [TBD] 12901 East 86th St N, Owasso, OK 74055	1	\$0.00	\$0.00
	<b>Total</b>		<b>\$42.10</b>

**Make checks payable to:**  
 Queen of Hearts LLC  
 24606 S OK-66 STE 19, Claremore, OK 74019  
*Memo:* Invoice #229129249

Totals	
Subtotal	\$1,677.16
Tax	\$0.00
<b>Total*</b>	<b>\$1,677.16</b>
Due on Signature	\$1,677.16
<b>Remaining Balance*</b>	<b>\$1,677.16</b>

Additional convenience fees may apply

## Terms & Conditions

### Let's Get This Party Started!

We only want you to sign this agreement if your goals are compatible with ours. And our primary goal is that your event is highly successful! Please let us know if there is anything we need to discuss to increase the odds of this happening!

**We Provide.** We agree to provide the services contained in this proposal. Most of our services focus on providing you with casino dealers that will bring with them the equipment necessary, as shown in this proposal, to host various casino-style games. Please note that chairs are not included. We provide fun money, poker chips, and raffle tickets.

**You Provide.** In addition to agreeing to our terms and paying our fees, we expect you also to provide chairs to go around our tables and all the other needed items to make the event safe and fun for all attendees.

**Errors by Us.** We do not intentionally overbook or oversell above our inventory and expected dealer availability. We rarely provide less than what we agree. However, we make mistakes, and things happen that are both out of our control and accidental. When this might occur, we will refund you for any of the listed services that cannot be performed. As soon as we learn of any issue or potential issue, we will inform you so that you might consider any other available options. Under no circumstance will we be responsible for incidental or consequential damages or costs. It is rare that we cannot provide 100% of what we include within an accepted proposal.

**To Confirm A Booking Time and Date.** Sign this agreement and provide a 50% deposit. Full payment is due 30 days before the scheduled event.

**Cancellation and Changes.** In short, we have earned 25% of the contract amount 60 days before the event date and 100% 30 days prior. However,

- At 60 days before the event start date/time, 25% of this contract is deemed earned by us. You will have the option of 1) Any additional funds paid by you will be refunded, or 2) You may reschedule your party one time within 120 days of the original date and pay no additional fees. Of course, additional services or a location venue that might incur more costs will be additional. You may not downgrade the initial project amount. Please let us know when you provide the cancellation notice to retain this option. We will hold your deposit pending your rescheduled date. Your responsibility to pay the remaining balance will be 30 days before the new date unless you have already paid in full.
- 30 days before the event, 100% of this contract is payable and earned. You may, however, reschedule your event one time within 120 days of the original date by paying an additional 25% fee, so long as you make this election between 15 and 30 days before the initially scheduled date and pay the additional 25 at the time of rebooking. The rebooking date must be selected within one week after the originally scheduled event date.

### IMPORTANT: Casino Staff and Tips

**The Team.** None of the dealers we use are full-time staff. Most of them are retired or otherwise employed in various other professions. The part-time and contracted dealers that work with us genuinely love what they do, and each of them brings a different personality to the games they host. We do not hire or use inexperienced dealers or resort to using last-minute staffing agencies.

**Your Options Regarding Tips.** It is customary that our dealers receive tips if they provide good service. Unless you object, each table will have a tip jar on display during the event for the dealer. As an option, you, as the host, may tip before or at the event. Unless otherwise specified, 100% of the tips you provide directly to us will be split between the staff working with your party.

### Payment Policy

A **50.00% deposit** is required to confirm your contract and full payment will be due **30 days** prior to the earliest of the receipt of goods or performance of services.

Additional convenience fees may apply.

### General Cancellation Policy

You may remove one or more item(s) from your order, or cancel your entire order, according to the following schedule, but the following cancellation fees will apply, subject to any category-specific cancellation policies:

- 62 days prior: no cancellation fee
- 61 days prior: 0% of contract total, less deposit (if refundable)
- 60 days prior: 25% of contract total, less deposit (if refundable)
- 30 days prior: 100% of contract total, and your deposit will not be refunded

Days prior refers to the number of days before the earliest of the receipt of goods or performance of services.

Signature

Printed Name

Date

August 31, 2023

Shannon Beck  
Owasso Student Council  
12901 East 86<sup>th</sup> St. N  
Owasso, OK 74055

Dear Shannon,

Keith Hawkins is really excited about the privilege to work with you and the attendees of the **Oklahoma State Student Council State Convention on November 11, 2023**. He looks forward to the upcoming date and appreciates all your efforts in having him to your event.

An invoice, schedule, questionnaire and introduction are included with the agreement. Please keep the introduction for the day of the event. Sign and return the agreement along with the schedule for the day and questionnaire as soon as you can to move forward with the preparation for your day. Please fill out the questionnaire completely. Keith uses this to prepare for your event. Return a schedule at least two weeks prior to your event so we can adjust if necessary.

The invoice is for your billing. Make checks payable to "Real Inspiration, Inc." and hand to Keith on the day of the event. Please do not mail checks unless it will be received before the date above.

Feel free to use the information provided on our website ([www.keithhawkins.com](http://www.keithhawkins.com)) for any promotional material you are doing for Keith's presentation. Photographs can also be found on our website for your use.

You can return the agreement and pre-presentation paperwork by email [keith@keithhawkins.com](mailto:keith@keithhawkins.com).

I will be in touch with you before the week of your presentation to discuss the details of the day. If I can provide you with any further information please feel free to call 888-604-4295.

Sincerely,  
*Lori Hawkins*

## Agreement for the Services of Keith Hawkins

### Client Information

**Sponsor:** Oklahoma State Student Council  
**Contact:** Shannon Beck  
**Work Number:** 918-272-5334 X. 1076  
**Cell Number:** 918-814-9821  
**Email Address:** shannon.beck@owassops.org  
**Mailing Address:** 12901 E 86<sup>th</sup> St. N Owasso, OK 74055

### Event Information

**Event Location:** Owasso High School PAC (Address above)  
**Day & Date:** **Saturday, November 11, 2023**  
**Keith's Arrival Time:** 2:30 pm  
**Completion Time:** 7:10 pm  
**Title:** "Better Than Good"  
**Assignment Details:** Keynote estimated between 3-5pm  
Workshop estimated 5-7:10pm (three 40-minute rotations students only within that time frame)  
**Size & Description:** 1350 Students & 150 Advisors

### **Terms of Agreement**

**Speaker's fee will be \$5500.00. A deposit \$500.00 is requested to hold the date.** Checks are to be made payable to Real Inspiration, Inc. If payment cannot be made on the day of the presentation the speaker's fee will be **\$6580.00**. Please Note: If you cannot have payment ready on the day of the event please be prepared to pay the 20% late fee described above. This late fee is non-negotiable.

Real Inspiration, Inc. Federal Tax ID #: 20-0457023

In the event of a cancellation, a four-week notice will be needed. If this is not possible, there will be a 50% cancellation fee of Speaker's honorarium. If a cancellation occurs due to the weather the deposit will not be refunded and the day will be rescheduled at a later date. Additional travel costs may be paid due to flight changes.

Invoice included.

Please provide a handheld cordless microphone or a microphone with 50 to 100 feet of cord, and a quality sound system.

Agreed and Accepted by:

Lori Hawkins      11/11/23  
Lori Hawkins      date

\_\_\_\_\_ Date

Real Inspiration, Inc. 811 Tyler Dr. Auburn, CA 95603  
[www.realinspirationinc.com/](http://www.realinspirationinc.com/) [keith@keithhawkins.com](mailto:keith@keithhawkins.com) / 888-604-4295



# We're Excited About Your Event!

Thanks for hosting your event at **TULSA's Incredible Pizza Company!**



Group/Event Name: **Owasso High School host: OASC Event 2023**

Address: **12901 E. 86<sup>th</sup> St. N. Owasso, OK 74055**

Event Contact name: **Shannon Beck** Phone: **918.814.0824** Email address: **shannon.beck@owassops.com**

Event Date: **Sunday, Nov. 12, 2023** Start Time: **7:00 P.M.** End Time: **10:00 P.M.**

Event Room(s): **Building Exclusivity** Number of Guests: **1400-1500 Guests (expected)**

Guaranteed Cost: **\$15,000.00** Deposit Amount: **waived w/ signed contract** Tax Exempt? **Yes**

Tax exempt?

This is an **Event Agreement** between Owasso High School and Tulsa's Incredible Pizza Company for an event scheduled Sunday, Nov. 12, 2023. It is agreed that the minimum cost of \$15,000.00 *plus tax* is for 1,000 guests (*ages 4 and older*). This price includes hosting as a private event with building exclusivity from 7:00 P.M. until 10:00 P.M. If your guest count exceeds 1000 guests, you will be charged a rate of \$15 [*plus tax if applicable*] for each additional guest. \_\_\_\_\_ *← please initial that you agree.*

**Package/Game Cards/Buffer:** You have opted for the buffet to be closed; however, we will provide a variety of cookies from 7:00 P.M. until 9:00 P.M., the fountain drinks will remain open the duration of your event. We will close several dining rooms at 9:00 P.M. The Game room and The Diner will remain open until 10:00 P.M.

The custom package created for your event includes (1) \$15 game card, per guest (*age 4yr+*), Plus unlimited video games\*.

Game cards are used to activate play on all games and attractions. The video game play that is included in your package is for non-ticket/non-prize games only. Additional money can be added to the game card at the player's discretion. \_\_\_\_\_ *←Please initial you agree.*

**Deposit:** Due to the nature of how funds are being collected for your event, we are waiving your deposit. However, the event minimum will be upheld in the event of last-minute cancellation or cancellation without notice.

**Covid Policy:** If your event is cancelled due to a city/state Covid-19 pandemic situation your deposit is refundable, and the event requirement is void. \_\_\_\_\_ *←please initial that you agree.*

**Check-In/Event Details:** You may arrive around 6:00 P.M. to set up and prepare for your check-in by 7:00 P.M. We will provide you with check-in table(s) at the front entrance where your staff members will check-in for your guests. Game cards are handed out during the check-in process. Your private event time will end at 10:00 PM. \_\_\_\_\_ *← please initial you agree.*

*\*\*No large bags or large backpacks are allowed by . \*\**

*\*\*Maximum store occupancy is 2,500 guests\*\**

*\*\* We do not allow outside food or drinks. \*\**

*\*\* Please do not tape anything to the walls; don't decorate with confetti, silly string, garlands, boas, or anything that "sheds." If you bring such items, you will be charged \$250 for additional clean up.*

*\*\* Buffet and Dining Rooms will close at 8:00 P.M. The Game Room and facility will close at 9:00 P.M.*

*\*\*It is recommended that your guests wear socks and closed toe shoes\*\**

*\*\*Once your guests leave for the evening, re-entry will not be permitted\*\**

*\*\*We do not provide "to-go" containers, drink cups and do not allow outside containers to be brought into the store\*\**

*\*\*Individual coupons, discounts or reward coupons will not be honored during your event\*\**

*\*\*Please note that we are not responsible for personal belongings. We do have lockers that can be used. We will not be able to hold any personal belongings behind any counter. \*\**

*\*\*We cannot refund any money that is purchased and loaded onto any Game Card. However, Game Card Money never expires\*\**

Incredible Customer Signature

Date

**Jessica Burns**, Director of Group Events

08/30/2023

Incredible Pizza Company

Date



**GROUP SALES AGREEMENT  
ROOMS ONLY**

This **Group Sales Event Agreement** (“Agreement”) between **SMERF LITDO 2023** and the **Hilton Garden Inn Little Rock Downtown** (the “Hotel” or “we” or “us” or “our”) is intended to be helpful to both you and us and result in your satisfaction with our performance.

Especially Prepared for:		Event & Hotel Information	
<b>Group Contact:</b>	Owasso Public Schools Board President	<b>Name of “Event”:</b>	Solution Tree – Owasso Public Schools
<b>Title:</b>		<b>Date(s) of Event:</b>	10/03/2023 - 10/05/2023
<b>Company:</b>	Owasso Public Schools	<b>On-Site Contact:</b>	
<b>Address:</b>	<u>1501 N. Ash Street</u>	<b>On-Site Contact Phone:</b>	
<b>City:</b>	Owasso	<b>Hotel Sales Manager:</b>	Leann Bishop
<b>State, Zip:</b>	Ok, 74055	<b>Title:</b>	Sales Manager
<b>Phone:</b>	(918) 272-8182	<b>Phone:</b>	501.244.0044
<b>E-mail:</b>	kay.wilburn@owassops.org	<b>E-Mail:</b>	leann.bishop@hilton.com

For your information and guidance, our current projected rates are as follows:

		Tue 10/03/2023		Wed 10/04/2023	
	Occupancy	Rooms	Rate	Rooms	Rate
<b>Standard Room Type</b>	Single	37	\$184.00	37	\$184.00

**TOTAL SLEEPING ROOM NIGHTS RESERVED: 74**

Sleeping room rates are Net, Non-commissionable and are quoted exclusive of combine 15% applicable state and local taxes, fees and assessments. Applicable taxes may change without notice.

*Room type cannot be guaranteed until time of check in unless previously arranged with the hotel.*

**Cut-off Date**

In order to assign specific room types to your attendees, each sleeping room in your Room Block must be confirmed in the manner described below no later than **09/19/2023**. This date will be known as your “**Cut-Off Date**.” After the Cut-Off Date, the Hotel will continue to hold any rooms in your Room Block not assigned to a specific attendee **if you pay for such rooms in full at that time OR if you guarantee payment of such rooms to the Master Account**. If you have not guaranteed or prepaid such rooms, you agree that Hotel may offer unused sleeping rooms held in your Room Block to other customers to reduce Hotel’s losses and your obligations under the performance damages clause. Confirmation of rooms after the Cut-Off Date will only be accepted based on availability of similar contracted room type(s) at the group rate, otherwise rates will be quoted at Hotel’s prevailing rate.

**Reservation Method**

Reservations will be made by:

[ ] directly by the attendee via the Internet using **HiltonLink**. We have created a **Reservations Group Code** for your Program. Your Event Manager will provide you with the unique URL to send out to your attendees

[ ] directly with the Hotel room reservation department by calling our toll-free number **1-800-HILTONS or (501) 244-0044**. In doing so, please ask your attendees to request the group rate for Group or by the unique group code which will be provided to you soon after the agreement is signed

[ ] via a Rooming List. To confirm a sleeping room on your rooming list Group must provide the hotel with a valid credit card authorization form or include the guest credit card on the rooming list. Should you secure sleeping rooms on behalf of your guests with your credit card, your attendees may thereafter provide their own credit card information for their own sleeping rooms.

**Incidentals:** *Incidental expenses of Group members will be the responsibility of each guest. Individual guests are to be responsible for incidental expenses. The guest will be expected to leave a valid credit card or a cash deposit in the amount of \$200.00 with the hotel at the time of check-in. It will be Group's responsibility to inform its members of this requirement.*

#### **Payment of Room and Tax**

Room and tax will be paid by: **INDIVIDUAL -or- GROUP MASTER (choose one).**

#### **Group Master Reservation Guarantee**

Group must provide Hotel with a valid Credit Card Authorization form to guarantee the room block agreement and provided to the Hotel at the time of contract. Credit card will not be charged but may be pre-authorized for a minimal amount.

#### **Call-In/Individual Reservation Guarantee**

To confirm a sleeping room within your Room Block, the sleeping room must be secured with a valid credit card provided either by you or the guest attending your Program. Should you secure sleeping rooms on behalf of your guests with your credit card, your attendees may thereafter provide their own credit card information for their own sleeping rooms.

**Check-in/Check-out:** Our check-in time is **4:00 PM**, check-out time is **11:00 AM**. All guests arriving before **4:00 PM** will be accommodated as rooms become available. Our **Front Desk Agents** can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day.

**Guestroom Taxes:** Group agrees to pay any and all applicable federal, state, municipal or other taxes, fees, or assessments imposed on or applicable to your Program. In the State of Arkansas currently total taxes to be charged is 15% (sales tax rate is 6.5%, County tax 1%, City tax 1.5%, A&P 2%, A&P lodging tax 2% and the hotel occupancy tax rate is 2%).

**Tax Exemption:** We will honor any available tax exemptions for which you qualify, provided that you properly complete and timely provide all documentation required by the applicable jurisdiction to substantiate said exemption. Cash payments will not be accepted for tax exemption; Group or company name on Credit card or check payments must match the name or group/company name on the tax exemption form.

#### **Payment Disputes**

If payment of all undisputed charges is not received within thirty (30) days after your receipt of the final invoice, a finance charge of 1.5% per month, or the maximum amount allowed by law, whichever is less, will accrue on the unpaid, undisputed amount, commencing on the date of receipt of the final invoice. You will submit to us an itemized list of any disputed charges within fifteen (15) days of receipt of the final invoice, or else all disputes are waived. If any charges are disputed, all undisputed amounts will be paid within thirty (30) days and the parties agree to work in good faith to resolve the disputed invoiced charges in a timely manner, and you agree to pay the remainder immediately upon resolution of the dispute.

#### **Concessions**

In consideration of the entire value your meeting/event brings to the Hotel we are pleased to offer the following concession/s; however, if Group room nights and/or Event minimum changes, the hotel has the right to change your concessions. Additional concessions may not be negotiated once the contract is signed.

- Hilton Honors Meeting Planner Bonus Points

#### **Event Planner Bonus Program**

**<Kay Wilburn >** ("Event Planner") is eligible to earn an Event Planner Bonus for a qualifying event. The Event Planner's Honors Account Number is < >. For this Event, Event Planner is eligible to earn **one Hilton Honors bonus point for every eligible One U.S. dollar spent**, up to a maximum award of 100,000 Honors bonus points. Eligible revenue will include bedroom revenue, food and beverage revenue, and/or meeting room revenue. Full details and rules regarding the Event Planner Bonus Programme are available by visiting [www.hiltonhonors.com](http://www.hiltonhonors.com). Before the Event Planner Bonus can be issued, an acknowledgment form signed by an authorized representative of the Event Planner's employer must be submitted to Hotel, with such form merely confirming that the employer is aware of the courtesy being provided to the Event Planner, and that the issuance of the courtesy does not violate the employer's policies as of the date of issuance of the Event Planner Bonus. Hotel can provide an acknowledgement form acceptable to Hotel. Client agrees to take full responsibility for determining whether further disclosure of the Event Planner Bonus is required and for making such disclosure if it is required, and Client further agrees to reimburse Hotel for any fees, costs, liabilities or expenses that Hotel incurs should any person claim that disclosure was insufficient.

**Summary of Revenue Anticipated by Hotel from this Agreement**

For your information and guidance, the following chart illustrates the total potential value of your Event. The Hotel has offered the negotiated sleeping room rates, meeting room inventory and other concessions in this Agreement based upon the total revenue contracted, as well as additional revenue from providing additional services to your Group and your attendees at additional charge. Any requests for additional sleeping rooms, meeting rooms, function space and/or Food and Beverage to be added after Agreement signing will be subject to availability, and agreed upon changes would be confirmed in a written amendment to this Agreement signed by both parties.

Summary of Revenue Anticipated by Hotel From This Agreement	
<b>Total Anticipated Sleeping Room Revenue:</b>	\$ 13616.00
<b>Other Revenue (Describe, if applicable):</b>	\$
<b>“Total Anticipated Revenue”:</b>	\$ 13616.00

**Sleeping Room Performance Policy**

The Total Sleeping Room Nights Reserved under this Agreement will generate \$ 13616.00 in revenue for Hotel (“Anticipated Sleeping Room Revenue”). If you do not use all of the sleeping rooms in your Room Block, you agree that the Hotel will suffer damages. Such damages will occur because Hotel will have lost the opportunity to offer your unused rooms to others either individually or as part of another block and will incur additional costs in attempting to resell inventory that was already sold. The parties agree that the exact amount of such damages will be difficult to determine. The parties agree that the liquidated damages clauses provided for in this Agreement are a reasonable effort by the parties to agree in advance on the damages that the Hotel will suffer due to your lack of performance. Therefore, the parties agree that if the contracted Event is held as scheduled, Hotel will not seek damages for Group’s failure to use and pay for the Total Sleeping Room Nights Reserved if Group achieves a minimum of **80% (= 59 RN)** of the Anticipated Sleeping Room Revenue. Should Group achieve less than this amount, Group agrees to pay to Hotel, as reasonable liquidated damages and not a penalty, the difference between **80%** of the Anticipated Sleeping Room Revenue and the actualized guest room revenue received by Hotel for rooms used and paid for as part of the official Room Block, plus any applicable state and local taxes as required by law, as a reasonable estimate of the Hotel’s losses on sleeping rooms, ancillary revenue, costs of sale and other losses.

**Cancellation Policy**

Hotel has offered the favorable sleeping room rates and other concessions in this Agreement based upon the total anticipated revenues for your Event. If this Agreement is cancelled by Group, the parties agree that the Hotel will have lost the opportunity to offer your unused facilities to others either individually or as part of another block and will incur additional costs in attempting to resell inventory that was already sold. The parties agree that the exact amount of such damages will be difficult to determine.

The parties agree that the liquidated damage clauses provided for in this Agreement are a reasonable effort by the parties to agree in advance on the damages that the Hotel will suffer due to a cancellation. Therefore, Group agrees that should it cancel its Event for any reason, including changing its meeting site to another hotel, that Group will pay as liquidated damages to the Hotel immediately upon notice of cancellation a percentage of the total minimum revenues anticipated by the Hotel for your Event plus any applicable state and local taxes as required by law, as follows:

Date of Hotel’s Receipt of Cancellation Notice*	Percentage of Total Minimum Anticipated Revenue	Amount of Cancellation Damages
Cancellation between date of <b>09/20/2023</b> and <b>10/03/2023</b>	<b>100 % =</b>	\$ 13616.00

*\*Hotel may, in its sole discretion, consider your notice of cancellation to be invalid and thus may not release accommodations held until payment of the cancellation damages is received; therefore, delay in payment may result in higher cancellation damages being owed.*

**Security**

If required, in Hotel’s sole judgment, in order to maintain adequate security measures in light of the size and/or nature of your Event, you will provide, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which we are located, which agency will be subject to Hotel’s prior approval. Such security personnel may not carry weapons. Your security agency must sign a hold harmless, indemnification and insurance agreement in the form currently in use at Hotel in favor of Hotel, Hilton Worldwide, Inc., Hotel’s Owner and Group, and provide proof of insurance in amounts acceptable to Hotel before they will be allowed to provide security services on Hotel premises.

**Indemnification**

To the fullest extent permitted by law, you agree to protect, indemnify, defend and hold harmless the Hotel, Hilton Worldwide, Inc. and the Hotel’s Owner, and their respective owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the “Hotel Indemnified Parties”), from and against any and all claims, losses or damages to persons or property, governmental charges or fines, penalties, and costs (including reasonable attorney’s fees) (collectively, “Claim(s)”), in any way arising out of or relating to the Event that is the subject of this Agreement, and regardless of negligence, including, but not limited to, Claims arising out of the negligence, gross negligence or intentional misconduct of Group’s employees, agents, contractors, and attendees; provided, however, that nothing in this

indemnification shall require you to indemnify the Hotel Indemnified Parties for that portion of any Claim arising out of the sole negligence, gross negligence or intentional misconduct of the Hotel Indemnified Parties.

**Force Majeure**

The performance of this Agreement is subject to any circumstances making it illegal or impossible to provide or use Hotel facilities, including Acts of God, war, government regulations, disaster, strikes, civil disorder or curtailment of transportation facilities. This Agreement may be terminated for any one of the above reasons by written notice from Hotel.

**Disclaimer/Limitation of Liability**

Group agrees that in no event shall Hotel, Hotel's Owner, Hilton Hotels or any of their subsidiaries, owners or affiliates be liable for (1) any services or products provided by any third party supplier (including, but not limited to, companies that provide meeting registration or management services); or (2) any liability arising out of any agreement between Group and any third party supplier. In no event shall Hotel, Hotel's Owner, or Hilton Hotels be liable for any indirect, consequential, special, incidental or punitive damages of any kind regardless of whether such claim arises in tort or in contract, even if such damages were foreseeable.

**Auxiliary Aids**

Compliance by Hotel. Hotel shall be responsible for complying with the public accommodations requirements of the Americans with Disabilities Act ("ADA") not otherwise allocated to you in this Agreement, including: (i) the "readily achievable" removal of physical barriers to access to sleeping rooms, common areas (e.g., restaurants, rest rooms, and public telephones) and meeting space; (ii) the provision of equivalent facilitation, auxiliary aids and services where necessary; and (iii) the reasonable modification of Hotel's policies, practices and procedures applicable to all guests and/or groups as necessary to provide equivalent access to goods and services to disabled individuals.

**Compliance with Laws**

Each party represents warrants and agrees that it is currently, and at the time of the Event that is the subject of this Agreement will be, in compliance with all provisions of the Patriot Act and regulations or requests of the U.S. Department of Homeland Security and the Office of Foreign Assets Control in the U.S. Department of the Treasury. Either party may cancel this Agreement without any liability if in that party's sole, reasonable determination, that party believes that it is necessary to do so in order to comply with its respective obligations under such applicable laws, rules or regulations.

**Amendments/Changes**

If this Agreement is returned signed but with changes, it shall not constitute an acceptance, but rather a counteroffer by you that may be accepted or rejected by the Hotel in our sole discretion. This Agreement will become a binding commitment upon signature by both you and us (even if signed after the Option Period). Any amendments or changes to the arrangements described in this Agreement must be made in writing, signed by both you and us; provided, however, that this Agreement includes all signed or unsigned Event Orders (and the terms and conditions contained therein and attached thereto) issued by us for this and related events and that your final guarantee of attendance may be made by phone.

**Accepted and Agreed to:**

Signed agreement must be returned to the Hotel by **09/10/2023**. The sleeping rooms, function space and food and beverage functions listed above will be considered definite commitments upon signing of this agreement by both parties, and will be subject to all terms and conditions set forth. Faxed signatures will be accepted. The persons signing below agree that they are authorized representatives of the above indicated group and hotel who have authority to enter this contract. This agreement and the terms and conditions on the reverse side may not be changed or amended unless done so in writing and signed by both parties.

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign.

**ACCEPTED AND AGREED TO:**

**GROUP:** Owasso School District – Board President

**HOTEL:** Beechwood Pinnacle Hotel Group  
d/b/a Hilton Garden Inn Little Rock Downtown

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

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

Name: \_\_\_\_\_

Name: Leann Bishop  
Sales Manager

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

# Acceptance

Village Travel

<b>Client ID</b>	KayWilburn	<b>Charter ID</b>	68721
<b>Client</b>	Kay Wilburn	<b>Movement ID</b>	144233
<b>Company</b>	Owasso Public Schools	<b>Status</b>	Provisional
<b>Group</b>		<b>Passengers</b>	
<b>Customer Info</b>		<b>Distance</b>	630

<b>Pick-up</b>	Owasso, OK	<b>Destination</b>	Little Rock, AR
<b>Departure</b>	Tue 10/3/2023 16:00	<b>Arrival</b>	Tue 10/3/2023 20:50
<b>One Way</b>	No	<b>Leave</b>	Wed 10/4/2023 16:00
		<b>Drop Off</b>	Wed 10/4/2023 20:50

Seats	Vehicle Description	Vehicle No	Price	Total
56	Deluxe Motorcoach	1	\$3,175.00	\$3,175.00

Quantity	Description	Unit Price	Price	Total
1	Tolls	\$20.00	\$20.00	\$20.00
<b>Movement Totals</b>			<u>\$3,195.00</u>	<u>\$3,195.00</u>

Driver Description	Vehicle No	Driver Description	Vehicle No
Driver	1		

<b>Itinerary</b>	<b>Group Information</b>
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Cost does not include driver lodging, gratuities, or parking fees. These fees are the responsibility of the charter party.

Estimate is given based on the limited information provided. The cost is subject to change to reflect the actual final written itinerary, which is due 14 days prior to departure.

Items	Included	Items	Included
Driver Lodging	No	Gratuities	No
Parking Charges	No	Tolls	Yes

I have checked all the details above and agree that they are correct. I confirm that I would like to make a firm booking and I accept the above price and the payment terms detailed in the attached letter. By signing the acceptance letter I agree to the terms and conditions which were attached along with this quote.

<b>Signature</b>	<b>Print Name</b>	<b>Date</b>
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Village Travel  
19414 E Admiral Place  
Catoosa OK 74015  
Tel: 918-739-3673

Ms. Kay Wilburn  
Owasso Public Schools Teaching & Learning Inst. Serv  
Owasso , OK

Date: 9/6/2023

Dear Ms. Wilburn,

*Thank you for choosing Village Travel for your upcoming transportation needs! In order to complete your charter booking, we require the following information:*

**Signed Acceptance Form:** Please sign the attached Acceptance Form and return within 7 business days from the date of this letter to guarantee a firm hold on the equipment indicated in the movement details. By signing the acceptance form you accept the terms and conditions which are attached to the quote.

**Down Payment:** A minimum down payment of **15% or \$200**, whichever is greater, is due along with the acceptance letter. The full balance is due 14 days prior to your scheduled departure date. Your payment can be mailed to our office and that address is listed above. We also accept major credit cards and can email you a credit card authorization form if necessary.

**Itinerary:** A full detailed itinerary including dates, times of departure, and locations, complete with addresses are requested as soon as these details are known or at worst case, no later than **14 days prior** to the date of departure to ensure we can prepare for your trip.

**Hotels:** If you are booking hotel rooms for the drivers, one non-smoking room is required for each driver. Please ensure adequate parking for motorcoach and you should expect to spend \$125-175 per night per driver for the hotel. These costs vary based on location and time of year. If hotel is deemed not acceptable by driver, Village will place driver in another hotel and bill you for this cost.

**Gratuities:** \$3 per day per person, per day, is customary but not required. This can be given directly to the driver, or we can add any amount you request to your contract.

*Note: Village Travel has purchased Kincaid Coach Lines and if your trip starts after June 1st, Village Travel will be operating the trip you've already scheduled with Kincaid. You do not need to do anything at this time. Village will contact you to confirm the details of your trip 2 weeks prior to departure.*

*We look forward to playing a small part in the success of your upcoming trip!!*

Sincerely,

Becky Fields  
Charter Sales

[www.govillagettravel.com](http://www.govillagettravel.com)

# Varsity Tutors Terms for Education Offerings

**IMPORTANT - PLEASE READ CAREFULLY.** THESE TERMS FOR EDUCATION OFFERINGS (“**TERMS**”) CREATE A BINDING LEGAL AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, YOU CANNOT USE THE SERVICES (AS DEFINED BELOW) AND YOU SHOULD NOT ACCEPT OR EXECUTE AN ORDER FORM OR ANY OTHER AGREEMENT THAT INCORPORATES THESE TERMS.

If you are accepting these Terms on behalf of a School, you represent that (i) you are capable of entering into binding contracts, and (ii) you have the right, authority, and capacity to enter into these Terms on behalf of the School.

PLEASE NOTE: THESE TERMS LIMIT OUR LIABILITY IN SECTION 11, BELOW.

## 1. Definitions

"**Administrators**" means the users authorized by School to access the administrator accounts that will manage the Education Offerings on behalf of School.

"**Education Offerings**" means the tutoring services, courses, and other offerings provided by Professionals to School through use of the Platform.

“**End Users**” means Administrators and Learners.

"**Initial Term**" means the initial term of the Order Form during which the Services will be provided as specified in the Order Form.

"**Learners**" means the learners and students authorized by School to use the Platform to receive Education Offerings.

"**Order Form**" means an order form or other agreement for Education Offerings executed by School and Varsity which incorporates these Terms.

"**Platform**" means Varsity’s platform, websites, applications, and other services provided by Varsity in connection with the Education Offerings.

"**Professionals**" means the tutors, instructors, experts, educators, and other professionals providing Education Offerings to Learners through use of the Platform.

"**School**" means the entity or individual that has accepted these Terms in order to receive Education Offerings.

"**School Data**" means all personal data of Learners that, alone or in combination, is linked or is linkable to a specific Learner.

"**School Materials**" means the materials and content provided or transmitted through the Platform by School and its End Users.

"**Varsity**" means Varsity Tutors for Schools LLC, a Missouri limited liability company with offices at 101 South Hanley Road, Suite 300, St. Louis, MO 63105.

## 2. The Services

Varsity facilitates the connection between Professionals and Learners through a variety of Education Offerings on a curated Platform as further described herein. These Terms govern the use of the Platform and the Education Offerings (collectively, the “Services”) by School and its End Users pursuant to an Order Form. During the Initial Term, Varsity shall provision the Services in accordance with the Order Form and these Terms. In the event of any conflict or inconsistency between these Terms and an Order Form, the Order Form shall control.

Each Order Form shall include, as applicable, a description of the Education Offerings, the number of Learners authorized to use the Services, the prices for the Education Offerings, and the fees payable by School for the Education Offerings (the “Service Fee”). School shall be responsible for its allocation of the Education Offerings to Learners. During the Initial Term, School may reallocate unallocated Education Offerings at School’s discretion in accordance with the pricing provided in the Order Form, provided that any changes to previously-scheduled Education Offerings must be made at least twenty-four (24) hours prior to such Education Offering.

When Varsity provides general updates to the Services, Varsity agrees to provide such updates to School. Varsity may make reasonable enhancements and modifications to the Services at any time and without notice, provided that Varsity will use reasonable efforts to notify School of material changes and changes that Varsity reasonably anticipates will negatively impact School’s use of the Services.

## 3. School's Responsibilities

School may only use the Services in accordance with the Order Form and these Terms. School is responsible for the activities of End Users, including, without limitation, any School Materials provided by such End Users. School will promptly notify Varsity upon learning of any unauthorized use or access of the Services. School shall ensure that its End Users abide by the Terms and all applicable laws.

School and the End Users shall not use the Services: (a) to transmit or upload material that (i) infringes upon the intellectual property rights of any third party, or (ii) is obscene, defamatory, or illegal; (b) in a manner which is illegal or otherwise violates any applicable law or regulation; (c) to knowingly or negligently cause harm to the Platform, compromise the security or integrity of the Platform, or exceed the authorized use or access of the Platform, including, without limitation, the transmission or use of bots, viruses, worms, and malware; (d) for unauthorized or competitive purposes, including, without limitation, reverse engineering, modifying, or copying the Services or creating derivative works of the Services; or (e) for purposes of academic fraud, cheating, or other activities that would violate School's policies related to academic integrity. School understands that Varsity may suspend an End User’s access if Varsity reasonably believes such End User is in violation of the Terms.

To the extent School uses the audio and video recording capabilities of the Platform, School is responsible for ensuring that its use of such recording capabilities complies with all applicable laws and School will be responsible for providing all necessary disclosures and obtaining all necessary consents for such recordings.

## 4. Fees and Payment

Payment of the Service Fee is due in accordance with the Order Form. Varsity may suspend School’s access to the Services in the event that any Service Fee remains past due five (5) business

days after Varsity provides written notice of such past due amount to School. The Service Fee does not include taxes. School shall be responsible for all taxes applicable to School's use of the Services, excluding taxes based upon Varsity's income. If School is exempt from taxes, School will provide an exemption certificate upon request.

If the Order Form includes optional rates for additional purchases of Education Offerings, such additional purchases may be made at any time during the Initial Term through the execution of a mutually agreeable additional Order Form. Varsity agrees to honor any such rates for additional purchases by School that are specified in the Order Form for the duration of the Initial Term of such Order Form.

Once an Education Offering is scheduled, it may only be canceled by School by providing Varsity with notice of cancelation at least twenty-four (24) hours in advance of the scheduled time for such Education Offering. In the event School cancels a previously-scheduled Education Offering on less than twenty-four (24) hours' notice or the Learner does not attend such Education Offering, School is required to pay the Service Fee for such previously-scheduled Education Offering. School is not required to pay for Education Offerings that are canceled by the Professional and School will receive a credit for any prepaid Education Offerings canceled by the Professional.

Except in the event of School's termination for Varsity's breach in accordance with Section 5, the payment obligations of School and the Service Fee are non-refundable and non-cancelable.

## **5. Term and Termination**

Each Order Form hereunder shall remain in place for the duration of the Initial Term. Either party may terminate an Order Form in the event that the other party is in breach of its obligations thereunder and such breach is not cured within thirty (30) days from receipt of written notice.

Upon termination or expiration of the Order Form, (a) Learners will no longer be able to access or receive the Education Offerings, and (b) School will no longer have access to the Platform. Sections 3, 4, 6, 7, and 9 through 12 of the Terms shall survive any termination or expiration of an Order Form.

## **6. Confidential Information**

Each party acknowledges that it may receive information of a confidential or proprietary nature disclosed by the other party in connection with the Services ("Confidential Information"). The party receiving Confidential Information (the "Receiving Party") shall use reasonable efforts to maintain as confidential the Confidential Information disclosed by the other party (the "Disclosing Party") and will only use and disclose such Confidential Information as necessary in connection with the Services. The Receiving Party may only disclose Confidential Information to its employees, agents, and contractors who are obligated to abide by obligations of confidentiality and have a need to know such information in connection with the Services.

Confidential Information excludes any information to the extent such information: (a) is or becomes available to the public; (b) is disclosed to the Receiving Party by a third party without an obligation of confidentiality; (c) is independently developed by or for the Receiving Party without use of the Disclosing Party's Confidential Information; or (d) is required to be disclosed pursuant to applicable laws or regulations, rules of any stock exchange, or by order of a court or other government authority, provided that the Receiving Party will use reasonable efforts to provide the Disclosing Party with prior notice of such requirement unless such notice is prohibited by law.

## 7. School Data

As between the parties, School owns all School Data. School and Varsity shall process School Data in compliance with all privacy laws applicable to School Data, which may include, without limitation, the Children’s Online Privacy Protection Act and the Family Educational Rights and Privacy Act (collectively, “Privacy Laws”). In accordance with the requirements of the Family Educational Rights and Privacy Act, Varsity shall be considered a school official with a legitimate educational interest in the School Data. School understands and agrees that, in order to provide Services to School, Varsity may disclose School Data to its affiliates and service providers who provide services to Varsity, provided that such affiliates and service providers are obligated to abide by obligations of confidentiality and that Varsity shall be liable for the actions of such affiliates and service providers in violation of these Terms. Varsity shall only collect and use School Data for purposes of providing the Services to School and for no other commercial purpose, and School hereby consents to the foregoing. School represents and warrants that it has obtained and provided all necessary consents and notices that are required under Privacy Laws in order to allow the use of the Services by Learners, including, without limitation, the use and disclosure of School Data as contemplated herein, which may include parental consent for children under age thirteen (13), where applicable.

Varsity will ensure the security of School Data by using commercially reasonable electronic and physical safeguards that are appropriate for the School Data. In the event of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, School Data (a “Security Incident”), Varsity shall notify School without undue delay upon learning of such Security Incident. Except to the extent that the Security Incident arises from the acts or omissions of School, Varsity will, at School’s request or direction, provide reasonable assistance and cooperation to School as may be required under Privacy Laws to investigate and remediate a Security Incident.

The use of the Services is governed by Varsity’s Privacy Policy, available online at: <https://www.varsitytutors.com/privacy>, (the “Privacy Policy”). To the extent of any conflict between these Terms and the Privacy Policy, the Terms shall control. The Privacy Policy includes a listing of the categories and types of School Data that may be provided by School. The parties agree that School Data excludes (a) anonymized or aggregated data, and (b) information collected by Varsity outside of the Education Offerings, and School understands that Varsity may use and maintain such data for its own purposes, including, without limitation, analytics and development purposes, and in accordance with its Privacy Policy.

Within ninety (90) days from expiration or termination of the Order Form, Varsity will delete all School Data from Varsity’s systems except to the extent Varsity is required to retain School Data under applicable law. School shall be responsible for maintaining any School Data that it is required to maintain after termination or expiration of the Order Form.

## 8. Intellectual Property

Customer shall have the right to access and use the Services during the Initial Term in accordance with these Terms and the Order Form. Except as expressly stated herein, neither party transfers any intellectual property rights to the other party. As between the parties, Varsity owns all intellectual property rights in the Services. If School provides its logo, trademarks, or other intellectual property for purposes of branding the Services, School permits Varsity to use such materials provided by School for the purpose of providing the Services. Neither party may use the name,

logo, or trademarks of the other party in any marketing materials or advertising without such party's prior consent.

## **9. Disclaimer of Warranties**

VARSITY MAKES NO WARRANTY OR REPRESENTATION THAT THE ACCESS TO OR USE OF THE SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE. VARSITY HEREBY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEMS INTEGRATION, NON-INTERFERENCE, NON-INFRINGEMENT, AND QUALITY, UNLESS PROHIBITED BY LAW. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. VARSITY DOES NOT GUARANTEE AND DOES NOT PROMISE (i) ANY SPECIFIC RESULTS FROM THE USE OF THE SERVICES OR (ii) THAT PROFESSIONALS WILL CONTINUE TO BE AVAILABLE IN THE DESIGNATED TOPICS OR SUBJECTS SELECTED BY SCHOOL.

## **10. Indemnification**

Varsity will defend, indemnify, and hold harmless School from any claims, actions, suits, losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising out of any third party claim or action brought against School alleging that the Platform infringes the intellectual property rights of any third party. The foregoing obligations in this Section 10 shall not apply to the extent (a) the infringement arises from: (i) School's breach of the Terms or the Order Form, or (ii) School Materials; or (b) School fails to provide prompt written notice of the claim, provided that such failure shall only relieve Varsity of its obligations to the extent of actual prejudice, if any.

Except to the extent prohibited by law, each party shall be responsible for any claims, actions, suits, losses, costs, liabilities, and expenses (including reasonable attorneys' fees) directly caused by the actions of such party, its employees, and (with respect to School) its End Users.

## **11. Limitation of Liability**

IN NO EVENT WILL VARSITY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE PLATFORM, OR SERVICE INTERRUPTIONS) ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL LIABILITY OF VARSITY FOR ALL DAMAGES, LOSSES, CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THESE TERMS EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT PAID BY SCHOOL UNDER THE APPLICABLE ORDER FORM OVER THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS OF LIABILITY IN THIS SECTION 11 SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

## **12. Miscellaneous**

a) Neither party shall be responsible for any delay, default, or failure to perform to the extent arising from circumstances beyond its control, including, without limitation, acts of God, natural

disasters, the action or inaction of a third party government authority, changes to laws or regulations, labor or contractor strikes or shortages, or acts of civil disobedience, terrorism, or war.

b) Except where prohibited by applicable law: (a) these Terms and any Order Form hereunder shall be governed by the laws of the State of Missouri without regard to any conflict of law provisions, and (b) the parties hereby consent to the exclusive jurisdiction and venue of the Circuit Court of the County of St. Louis, Missouri, or the United States District Court for the Eastern District of Missouri, for all disputes arising between the parties hereunder.

c) If any provision herein is or becomes invalid or non-binding, the parties shall remain bound by all other provisions of these Terms and the parties shall negotiate in good faith a new provision to replace the invalid or non-binding provision that has, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the content and purpose of the Terms.

d) These Terms and the Services shall not constitute a joint venture, partnership, or agency between the parties and the parties agree that Varsity is acting as an independent contractor hereunder. Neither party shall have the right to make any warranty or representation to such effect or to otherwise bind the other party. In addition, School understands that Professionals on the Platform are independent contractors and Professionals have their own teaching styles, manner, means, and methods of tutoring and/or instruction. Each Professional is responsible for coordinating with School to determine the curriculum, content, lesson plans, and scheduling or coordination of the Education Offerings. Neither Varsity nor School will be responsible for the conduct of any Professional and neither will be liable for any claim, injury, or damage arising in connection with any Education Offering provided by a Professional to Learner. If a Learner is unsatisfied with the results, outcomes, or the particular services provided by the Professional, the Platform allows School to select another Professional.

e) School acknowledges and agrees that these Terms and the Services do not confer any benefits to any third party and there are no third party beneficiaries hereto.

f) The delay or failure of either party in exercising any right or obligation herein shall not be construed as a waiver thereof. The Terms may only be waived in writing signed by the parties hereto.

g) These Terms constitute the entire agreement between the parties hereto with respect to the subject matter hereof, and any and all prior agreements, understandings, and representations related to the subject matter hereof, are hereby terminated and canceled in their entirety and are of no further force and effect. School hereby agrees that any terms included with a purchase order or other payment documentation requested or provided by School in connection with an Order Form is void.

h) Any and all notices provided hereunder shall be in writing or by electronic transmission. Notices to School may be sent by email to Administrators. Notices to Varsity may be sent by email to [corporate@varsitytutors.com](mailto:corporate@varsitytutors.com) or in writing to Varsity Tutors for Schools, 101 S. Hanley Rd., Suite 300, St. Louis, MO 63105, Attn: Chief Legal Officer.

i) School acknowledges that these Terms and the Order Form are not assignable by School without Varsity's prior written consent, which shall not be unreasonably withheld or delayed. Any attempted assignment in violation of these Terms shall be null and void.



**Varsity Tutors for Schools LLC**  
101 S. Hanley Rd, Suite 300  
St. Louis, MO 63105

**Prepared by:** Mallory Dubus  
**Effective Date:** 8/1/2023

## Order Form

### CUSTOMER INFORMATION

**Customer Name:** Owasso School District 11  
**Address:** 1501 N Ash St  
Owasso, OK 74055

**Customer Contact:** Owen Hawzipta  
**Title:** Indian ED Director  
**Email:** owen.hawzipta@owassops.org  
**Phone:** (918)272-5367 X8341

### BILLING INFORMATION

**Billing Contact:** Owen Hawzipta  
**Billing Contact Title:** Indian ED Director  
**Billing Address:** 1501 N Ash St  
Owasso, OK 74055  
**Billing Email:** owen.hawzipta@owassops.org  
**Phone:** (918)272-5367 X8341

Offering	Start Date	End Date	Unit Price	Quantity	Total Price
<b>District Assigned</b> Administrator Portal, Live Video Tutoring, VT Live Learning Platform, Progress Reporting	10/1/2023	5/31/2024	\$47.58	252 Sessions	\$11,990.16
<b>VT On Demand</b> Varsity Tutors for Schools Platform Access, Chat-based Tutoring, Essay Review, Classes and Self-Study Tools	10/1/2023	9/30/2024	\$0.00	1,800 Students	\$0.00

**Total Amount:** **\$11,990.16**

### Payment Terms

Payment of \$11,990.16 is due 30 days after signature.

### Additional Terms

**Initial Term:** 8/1/2023 - 7/31/2024

This Order Form is entered into by and between the Customer, identified above, and Varsity Tutors for Schools LLC, a Missouri limited liability company ("Varsity") as of the Effective Date. This Order Form will only be valid and binding upon execution by both parties. The Terms for Education Offerings available at



<https://www.varsitytutors.com/school-solutions/terms> (the “Terms”) constitute a part of this Order Form and are incorporated herein.

**Additional Terms for District-Assigned Tutoring:** District Assigned Tutoring allows teachers to schedule 1:1 and small group tutoring sessions (up to 1:5) for Learners through the Platform (as defined in the Terms). The “Weekly Allocation” for District-Assigned Tutoring shall be 8 sessions per week, commencing on the applicable Start Date specified in the table above. The Weekly Allocation specifies the total number of sessions that Customer may schedule in a given week, from Sunday through Saturday, through the applicable End Date specified above.

**Additional Terms for VT On Demand:** VT On Demand includes: Varsity Tutors for Schools Platform access, chat-based tutoring, asynchronous on-demand essay review, select drop-in live enrichment and test prep classes, and self-directed learning support that will be available to Customer through the Platform, commencing on the applicable Start Date specified in the table above through the applicable End Date specified above.

**ACCEPTED AND AGREED**

**Customer**

**Varsity Tutors for Schools LLC**

**Signature:**

**Signature:** *Christopher C Swenson*

**Name:**

**Name:** Christopher C. Swenson

**Title:**

**Title:** Chief Legal Officer

**Date:**

**Date:** 09 / 07 / 2023

Title	2023.08.01 Owasso School District 11 Order Form
File name	2023.08.01 Owasso...11 Order Form.pdf
Document ID	4e5a5fbfe321df71c57599ce63a45cf9956089f9
Audit trail date format	MM / DD / YYYY
Status	● Signed

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## Document History



**09 / 07 / 2023**  
13:10:01 UTC

Sent for signature to Christopher C. Swenson  
(chris.swenson@varsitytutors.com) from  
corporate@varsitytutors.com  
IP: 108.247.101.47



**09 / 07 / 2023**  
14:24:45 UTC

Viewed by Christopher C. Swenson  
(chris.swenson@varsitytutors.com)  
IP: 35.129.197.104



**09 / 07 / 2023**  
14:24:59 UTC

Signed by Christopher C. Swenson  
(chris.swenson@varsitytutors.com)  
IP: 35.129.197.104



COMPLETED

**09 / 07 / 2023**  
14:24:59 UTC

The document has been completed.

## GROUP TOUR PACKAGE AGREEMENT

AGREEMENT DATE: 9/6/2023

<b>Pride of Owasso Marching Band Orlando – Band of America October 2023</b>	Independent School District No. 11 of Tulsa County 1501 N. Ash Street Owasso, OK 74055
<b>Dr. Margaret Coates, Superintendent Mr. Chris Barber, Director of Fine Arts</b>	(918) 272-5367

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Destination

Date

Passengers

Orlando

October 19 – 23, 2023

Based on 245 total passengers

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This Group Tour Package Agreement together with the terms and conditions, and the appendix amended hereto (the "Agreement") is an agreement between Independent School District No. 11 of Tulsa County (the "Organization") and Grueninger Cruises and Tours, Inc., (d/b/a Grueninger Music Tours, Ambassadair, Ambassadair Groups and Incentives, Grueninger Tours, Grueninger Travel Group) its employees, shareholders, subsidiaries, affiliates, officers and directors, (collectively "Grueninger"). This group tour-travel agreement is prepared only for the specific dates, prices, and inclusions indicated herein (Appendix A) and for those specific services outlined. Should actual locations, dates, or participation change, Grueninger reserves the right to adjust prices accordingly. This Agreement explains our obligations to Organization, and your obligations to Grueninger.

### YOUR ACCEPTANCE OF THE AGREEMENT

By booking your arrangement with us, you are agreeing to be bound by the terms of this Agreement and any additional terms and conditions of any Supplier that are applicable to your booking, travel arrangements. The Group Leader assumes the responsibility of sharing these Terms and Conditions with each trip participant, including payment of all amounts when due. It is the responsibility of each Group Leader and participant to read our Terms and Conditions in its entirety. The Terms and Conditions will also be listed on the General Participant Agreement as well as on the web site.

Grueninger is not responsible for any participant's unawareness of the Terms and Conditions due to the failure of the Group Leader to share this information with all other participants. If you do not agree with our terms and conditions you should contact us before making a booking.

You acknowledge and agree that we may change these terms and conditions from time to time and that those changes become effective immediately. You agree to be bound by the terms and conditions that are in effect at the time of your travel or cancellation, whichever applies. You agree that it is your responsibility to be familiar with these terms and conditions. Our web site will be updated from time to time and shall be considered current. Organization should check our web site for updates.

You represent and warrant that (a) you are of sufficient age to use our services and website and can create binding legal obligations in connection with your use, (b) you are legally authorized to act on behalf of those you represent and accept these terms and conditions on their behalf, and (c) the information supplied by you or members of your Organization is true and correct. You understand that you are financially responsible for any use of our services or website by you and those for whom you make bookings.

You agree that any violation of any such terms and conditions may result in (a) the cancellation of your reservation or purchase, (b) your forfeiture of any monies paid for your reservation or purchase, (c) you being denied access to the applicable travel related product or service, and (d) our right to debit your account for any costs we incur as a result of such violation.

**☒ ABOUT THE TOUR PRICE:**

The per person tour cost is based on airfare (if applicable), ground transportation, accommodations, attractions, meals and guide tariffs in effect as of 5/8/2023 and are subject to change at any time prior to departure. The signed agreement must be received by the date as listed on the Signature Page. In the event this does not occur, all space will be released and this contract will be considered void. Payments are to be in the form of a check or wire transfer made payable to Grueninger Cruises and Tours, Inc.. If any payment per the payment schedule is not received on time, Grueninger reserves the right to cancel your trip and retain all fees paid by the trip participant(s). Should the group size fall below the minimum number of attendees as defined above, all prices are subject to change.

Prices are quoted in U.S. Dollars and are based upon operating costs, fuel prices, taxes and exchange rates in effect at the time of contracting with suppliers. Should these costs, prices, taxes or rates increase, Organization will be notified no less than 10 days prior to departure and requested to pay these additional costs.

The ORGANIZATION agrees to pay the tour cost in accordance with the deposit schedule as listed in this Appendix A. Except as specified under Fuel Charges, Additional Fees/Increased Taxes or Special Services, the BAND shall not be liable for any additional charges other than taxes, fees or charges levied against GMT, including but not limited to anti-icing or deicing charges relating to any portion of the Charter, including positioning flights. Such additional fuel charges, special service costs, taxes, fees or other charges shall be payable by ORGANIZATION on or before the earlier of ten (10) days after invoicing for such charges or the business day immediately preceding the date of the flight concerning which such taxes, fees or charges are levied and invoiced.

Grueninger will, upon request, accept credit card payments from individual participants at a separate rate. When Grueninger accepts a credit card payment, participants must provide to us a signed charge authorization agreement or click authorization for every transaction for your trip. Your authorization is a binding agreement for us to charge your card and as such you waive any right to chargeback in the case of cancellation for any cause (excepting fraud), including a Force Majeure event, as defined herein, and agree to refund policies and procedures as outlined in these Terms and Conditions. In the event a participant attempts to chargeback, reverse, or recollect a trip payment already made without the authorization of Grueninger, we reserve the right to collect all additional costs, fees and expenses associated with such chargeback, reversal or recollection, including, without limitation, attorney fees.

**The tour price does not include:**

Any items and matters not referred to in your itinerary are not included in the tour price. This can include but is not limited to: baggage handling; incidental charges (i.e., snacks, laundry, room service, phone calls, souvenirs, hotel Wi-Fi); gratuities to bus drivers; gratuities to travel director(s); hotel security; any items not mentioned above. All excess, oversized, and/or overweight baggage and equipment fees may apply and may not necessarily travel with group. The price does not cover costs and expenses, including your return home, if you leave the guided holiday/vacation whether of your own volition, our decision based on behavior that disrupts the trip, due to illness, action by any government or other reason. This list is illustrative and not a complete list of every item not included.

**☒ ADDITIONAL REQUIREMENTS:**

- Any additions or subtractions to the itinerary per the Organization may affect the price of the tour. These requests for change must be made in writing and will be changed per the current market value.
- Any addition, subtraction or name change from the original passenger list must be made in writing.
- Any individual additions within 30 days prior to departure will incur a \$50 fee and will be based on availability in addition to prevailing rates from vendors.
- Late payments/deposits and required forms are charged a daily service fee of \$75 per occurrence, per late day. For a maximum late charge of \$500 per occurrence.
- Any expedited services such as FedEx charges, wire transfer fees assessed by banks and vendors, expedited printing and shipping charges will be passed along to the Organization.

**GROUP CANCELLATION SCHEDULE:**

Grueninger is required to pay all suppliers well in advance of your tour date. All suppliers have their own cancellation policies, which apply to your booking. Should a cancellation become necessary, please inform Grueninger immediately in writing and request a written confirmation of your cancellation. Upon receipt, Grueninger will follow industry procedures for any applicable refunds as outlined in the supplier’s terms and subject to their review. If you are entitled to a refund, please note that the supplier is responsible for the amount and timing of the refund, not Grueninger. Generally, flight tickets, hotel accommodations and other items provided for the traveler cannot be refunded if they are partially used. Grueninger is not responsible for a supplier’s failure to pay a refund.

In addition to any terms of our suppliers the following cancellations fees from Grueninger will also apply:

In the event Organization must cancel, the following schedule will apply. Using the estimated total Group Tour package program cost, with the minimum number of participants, and any non-recoverable costs set forth by Grueninger for the purpose of acquiring and managing vendor services, the Organization will be responsible for:

From signature until September 18, 2023	75% of total group tour program plus any non-refundable vendor or incurred cost
After September 18, 2023	100% of total group tour program

**INDIVIDUAL CANCELLATION SCHEDULE:**

Grueninger is required to pay all suppliers well in advance of your tour date. All suppliers have their own cancellation policies, which apply to your booking. Should a cancellation become necessary, please inform Grueninger immediately in writing and request a written confirmation of your cancellation. Upon receipt, Grueninger will follow industry procedures for any applicable refunds as outlined in the supplier’s terms and subject to their review. If you are entitled to a refund, please note that the supplier is responsible for the amount and timing of the refund, not Grueninger. Generally, flight tickets, hotel reservation and other items provided for the traveler cannot be refunded if they are partially used. Grueninger is not responsible for a supplier’s failure to pay a refund.

In the event an individual must cancel the following schedule will apply using the estimated individual package cost and any non-recoverable costs set forth by Grueninger for the purpose of acquiring vendor services:

- There is no refund for an individual cancellation after September 18, 2023.

Note: GMT must receive written notice of all cancellations and changes. Emails should be sent to info@gogmt.com Because we strictly adhere to our cancellation policy, travel protection coverage is strongly recommended.

**CANCELLATION BY GRUENINGER:**

Grueninger reserves the right to cancel any tour at its sole discretion. In the unlikely event a tour is canceled by Grueninger and Grueninger is unable to reschedule, all funds collected from any participant will be promptly refunded in full. Money is refunded to the original payer. Grueninger shall not be responsible for any refund and will pay no damages in the event of cancellation due to Force Majeure.

**FORCE MAJEURE:**

Grueninger shall not be responsible for, and shall make no refund for, events beyond its control, such as, without limitation, acts of God, strikes, acts of war, terrorism or civil disturbance, government restrictions, changes of schedules or operational decisions of air carriers, terrorist activity or the threat thereof, industrial action, natural or nuclear activity, epidemic, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation, adverse weather conditions, fire, or for acts or omission of Third Parties or other parties not under the control of Grueninger and all similar events outside our control.

**TRAVEL PROTECTION:**

Grueninger strongly recommends that individuals purchase a travel protection plan. Travel Protection safeguards the participants’ travel investment, the participants’ belongings, and most importantly, the participants. The travel protection plan should cover at a minimum, cancellation, cancel for any reason, curtailment, medical, emergency travel and personal accidents, and damage or loss to personal belongings.

Grueninger is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel protection plans. GRUENINGER cannot evaluate the adequacy of the prospective insured's existing insurance coverage. If you have any questions about your travel protection, call your insurer or insurance agent or broker.

Declining travel protection plan coverage could result in the loss of participant travel cost and/or require more money to correct the situation. Participant also acknowledges that without this coverage, there may be no way to recoup any losses, costs or expenses incurred. **If a participant chooses to travel without adequate travel protection, Grueninger will not be liable for any of your losses howsoever arising, which would have been covered by adequate travel protection.**

**⊗ RESPONSIBILITY CLAUSE:**

Grueninger Cruises and Tours, Inc., (d/b/a Grueninger Music Tours, Ambassadair, Ambassadair Groups and Incentives, Grueninger Tours, Grueninger Travel Group) its employees, shareholders, subsidiaries, affiliates, officers and directors, (collectively "Grueninger") does not own or operate any person or entity which is to or does provide goods or services for participant's trip, including, for example, lodging facilities, transportation companies, local ground handlers, food service or entertainment providers, etc. All tickets, receipts, coupons, and vouchers are issued subject to the terms and conditions specified by each supplier, and by accepting the coupons, vouchers, and tickets, or utilizing the services, all customers agree that neither Grueninger, nor its employees, agents, or representatives are or may be liable for any loss, injury, or damage to any tour participant or their belongings, or otherwise, in connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of Grueninger. Grueninger is not liable for any negligent or willful act or failure to act of any such person or entity, or of any act of any other third party not under its control.

Without limiting the foregoing, Grueninger is not responsible for injury, delay, inconvenience, damage, or death which results from criminal activity, weather or other acts of God, acts of government, disease, epidemics or the threat thereof, illness, the provision of inappropriate or no medical attention or delayed access to appropriate medical attention, the demands of indoor or outdoor activities, strikes, political or civil unrest, overbooking, structural or other defective conditions in hotels or other lodging facilities, acts of terrorism or the threat thereof, attacks from or bites by animals, insects or pests, transportation failures of any kind or the failure of any transportation mechanism to arrive or depart timely or safely, insurrection or revolt, or any other event beyond its direct control. Grueninger in its sole discretion reserve the right to decline to accept any participant as a member of these trips. Additionally, both the U.S. State Department and the Centers for Disease Control publish and update important country-specific information for participants. Grueninger strongly recommends that all participants review these notices. This can presently be found at:

<https://travel.state.gov/content/passports/en/alertswarnings.html> (and) <https://wwwnc.cdc.gov/travel/notices>.

**⊗ ADDITIONAL RISKS:**

Participant expressly acknowledges that naturally occurring diseases and viruses (including, but not limited to, the currently widespread COVID-19) may be present and actively occurring in all environments in which this tour will take place. Participant acknowledges the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact (however the exact method of spread remains unknown). Participant also understands that if they are older or have underlying conditions, the participant may be more prone to serious infection and death due to COVID-19. As a result of the highly infectious nature of this disease, federal, state, and local governments and federal and state health agencies recommend social distancing, wearing of PPE (including masks), and have, in many locations, prohibited the congregation of groups of people.

Participant, any minors traveling with participant, and on behalf of any participant and their heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Grueninger Cruises and Tours, Inc., (d/b/a Grueninger Music Tours, Ambassadair, Ambassadair Groups and Incentives, Grueninger Tours, Grueninger Travel Group), its officers, agents, and/or employees, suppliers, and other participants (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any INJURY, DISABILITY, DEATH OR ANY OTHER LOSS participant may suffer due to exposure, infection, or spread of COVID- 19, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

Participant assumes all inherent risks involved in the use of any hotel exercise equipment and/or swimming pool and/or any other body of water, which risks include, but are not limited to bodily injury, sickness, disease or death from using the

Participant assumes all inherent risks involved in the use of any hotel exercise equipment and/or swimming pool and/or any other body of water, which risks include, but are not limited to bodily injury, sickness, disease or death from using the swimming pool or body of water. Participants also acknowledge and understand that use of any swimming pool or other body of water is potentially dangerous and that there exists a risk of injury or death when using any equipment, swimming pool or any other body of water. PARTICIPANT UNDERSTANDS THERE WILL BE NO LIFEGUARD ON DUTY AND IF THE PARTICIPANT CHOOSES TO SWIM OR USE A HOT TUB OR SPA, PARTICIPANT WILL DO SO AT THEIR OWN RISK.

Additional risks and dangers may arise including, but not limited to, hazards of travel by train, automobile, motorcoach, aircraft and other means of conveyance, animal interactions, swimming, forces of nature, political unrest, other unrest, risks associated with water, food, plants, insects and differing animal regulation, and acts of national and local governments and unrest and acts of others against governments. These risks are not an exhaustive list but are examples of many kinds of risks. Participant is voluntarily participating in these activities with the knowledge that there are significant dangers involved, and participant hereby agrees to accept any and all risks. As lawful consideration for the agreement with Grueninger to participate in such trips and activities participant agrees participant will not make a claim against Grueninger, its related companies or its personnel or sue for bodily injury, emotional trauma, death, property loss or damage or other loss, cost or expense, however caused, as a result of or related to participant contracting for, traveling to or from, or in any and every other way participating in the trip. Participant releases Grueninger, its related companies and its personnel from any and all claims, known or unknown, arising from contracting for, traveling to or from, and in any and every way participating in a trip. This release of liability and assumption of risk agreement is entered into on behalf of you and all members of your family and party, also including minors. This agreement also binds your heirs, legal representatives and assigns.

Where the participant occupies a motorcoach seat fitted with a safety belt, neither Grueninger nor the Operator nor its agents or co-operating organizations or service providers will be liable for any injury, illness or death or for any loss or damages or claims whatsoever arising from any accident or incident, if the safety belt is not being worn at the time of such an accident or incident. This exclusion and limitation of liability shall not be used to imply that the Operator or its agents or affiliated entities are liable in other circumstances.

**☒ ROOMING DECISIONS:**

Grueninger is not responsible for rooming decisions and will not be liable for any disputes, claims, injuries including but not limited to personal injuries, intentional infliction of emotional distress, negligent infliction of emotional distress, and/or discrimination claims arising out of rooming decisions.

**☒ PARTICIPANT CONDUCT:**

Grueninger and its local ground handler reserve the right in its or their sole discretion to terminate any participant who does not abide by its or their rules and regulations, and/or whose conduct is deemed to be such as to endanger the participant, the welfare of other participants, staff members and/or third parties or the success of the program. In the event of such termination, participant will be sent home at the expense of the participant and his or her parent or guardian. The manner and means of transporting the participant home shall be determined exclusively by Grueninger. In the event of such termination, there will be no refund whatsoever.

When you book with Grueninger, Organization accepts responsibility for any damage or loss caused by your Organization and/or participants. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid direct at the time to the accommodation owner or manager or other supplier. Organization must indemnify Grueninger for the full amount of any claim (also including legal costs) made against Grueninger. Organization agrees to and shall indemnify and hold harmless Grueninger and each of our officers, directors, employees and agents, from any expenses, losses, liabilities, damages, judgments, settlements and costs (collectively, "damages") involved with or incurred by Grueninger (including, without limitation, reasonable attorneys' fees and the advancement of same) with respect to any claims, law suits, arbitrations, or other causes of action, which result, directly or indirectly, from any Organization member's breach or violation, or threatened breach or violation, of this Agreement.

**☒ DOCUMENTATION ACCURACY:**

Grueninger issues airline tickets, hotel confirmations and other travel documents for such services as an agent for the companies that provided these services directly. Group airline tickets and group hotel accommodations are subject to all

terms and conditions of the respective suppliers (airlines, hotel chains, etc.) regarding group travel. These suppliers may limit or exclude the accrual of frequent flyer or reward program points. It is the participant's sole responsibility to review these documents for accuracy. Grueninger will not be liable for inaccuracies in any travel documents.

**✉ DESTINATIONS AND REQUIRED TRAVEL DOCUMENTS:**

Travel to certain destinations may involve greater risk than others. Grueninger urges Organization and participant to remain informed on a daily basis as to current news events, as well as to review travel prohibitions, warnings, announcements and advisories issued by the United States Government prior to booking travel to international destinations. Information on conditions in various countries and the level of risk associated with travel to particular international destinations can be found at <http://www.state.gov>. In addition, Organization should consult with government websites to ensure that you are in compliance with all requirements for admittance into that country as well as understanding local laws that govern travel within a country, such as tracking.

BY OFFERING FOR SALE TRAVEL TO PARTICULAR DESTINATIONS, GRUENINGER DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS ADVISABLE OR WITHOUT RISK, AND SHALL NOT BE LIABLE FOR COSTS, DAMAGES, OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS. ORGANIZATION'S AND/OR PARTICIPANT'S PARTICIPATION CONSTITUTES ACCEPTANCE OF SUCH EVENTS AT ORGANIZATION'S AND/OR PARTICIPANT'S OWN RISK.

In the case of international travel, Organization and any minors traveling with Organization must be in possession of a machine-readable passport valid for 6 months after their trip return date along with applicable visas. Some countries require that participant passport have two to four blank visa/stamp pages. Some airlines will not allow participant to board if this requirement is not met. For information about passport requirements participant can visit the State Department's website at <https://travel.state.gov/content/travel/en/passports.html>. It is participant's sole responsibility to secure and/or pay for any and all visas, reciprocity fees, affidavits, immunizations, etc. that are required to be permitted entry into each destination. In some countries participant may be subject to entry (reciprocity) fees and/or departure taxes/ exit fees which will be collected at the airports upon entry/departure by local government authorities. Please note that entry to any country may be refused even if the required information and travel documents are complete.

Visas: Some countries require visas to enter. Without a valid visa, participant may be denied entry into the country. Participant can find out if participant needs a visa by visiting the embassy website of the country participant will be traveling to. Although participant can always contact Grueninger with questions it is participant's responsibility to ensure participant has all the proper travel documents, to include participant visa(s). Grueninger is happy to refer to participant a third-party visa processing company if participant so desires.

Children Traveling with One Parent, or Someone Who is Not a Parent/Legal Guardian, or Children Traveling in a Group: Foreign border officials may require custody documents or written consent from the other parent/both parents. Requirements vary by country, so if this applies to anyone in Organization's traveling party please research the requirements and leave prepared.

When travelling domestically or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry at least two forms of acceptable identification in order to board a flight. Examples: DHS designated enhanced driver's license, USA Passport, a foreign government passport. The name, date of birth and gender that appears on the identification card must exactly match the same such data that is listed on airline ticket(s) and booking records. For more information participant can visit the TSA website at <https://www.tsa.gov/travel/security-screening/identification>.

For up-to-date detailed information on travel documents and visas, entry/exit taxes and further information on entry and exit requirements please check with Organization's local consular services. Obtaining and carrying these documents is participant's sole responsibility. It is the participant's sole responsibility to be aware of the airline and airport security documentation requirements and to produce appropriate documentation. Grueninger bears no responsibility for such information and will not be responsible for advising and/or obtaining required travel documentation for any guests, or for any delays, damages and/or losses including missed portions of the trip due to improper documentation.

Health: Recommended inoculations for travel may change and participant should consult their provider for current recommendations before participants depart. It is participant's responsibility to ensure that participant meets all health entry requirements, obtain the recommended inoculations, take all recommended medication, and follow all medical advice in relation to participant's trip. Inoculation requirements can be found on the Center for Disease Control website at <https://www.cdc.gov/>.

**☒ PARTICIPANTS WITH DISABILITIES:**

Participants with disabilities are welcome and must always be accompanied by a companion capable of providing all required and needed assistance and must not require special assistance from Grueninger or its suppliers. The Organization must notify Grueninger regarding any participants with disabilities, in writing no later than the payment of the first deposit, of status and of the identity of the non-discounted, paid travel companion who will be responsible for providing all necessary assistance. The Organization should notify Grueninger if ADA accessible accommodations and/or transportation are needed as soon as possible but no later than the payment of the first deposit. Grueninger will make all reasonable efforts to accommodate this request, but cannot be responsible if ADA transportation and/or accommodations are not available. Any accommodations provided will be at the sole expense of the participant requiring the accommodation.

**☒ SPECIAL DIETARY REQUIREMENTS:**

For safety and liability reasons, Grueninger and its representatives cannot be responsible for directly accommodating any food allergies, or dietary requirements and restrictions, and is not responsible for any issues or problems associated with the same. All scenarios and special dietary requests regarding food and drink, including allergies, or dietary requirements and restrictions, are the sole responsibility of the participant. While most meal establishments can offer general options, Grueninger cannot guarantee that options will be available. Just in case, Grueninger recommends packing extra food/snacks if accommodations cannot be met.

**☒ HEALTH AND SAFETY:**

For the safety of our guests, Grueninger reserves the right to request health information prior to travel and to exclude any participants it deems unfit for travel at its sole discretion.

**☒ MISCELLANEOUS:**

No refunds will be made for features in the trip/tour not utilized. The cost of replacing lost or stolen tickets is the responsibility of the participant. If a flight or transfer by motorcoach or train is missed, whether by weather or other conditions beyond Grueninger's control, participant is responsible to make his or her own arrangements and to pay all charges associated therewith. Grueninger may cancel any trip/tour because of insufficient enrollment or for any other reason. The terms set forth in this agreement constitute the entire agreement between the Organization/participant and Grueninger.

Unless an opt-out waiver is requested, all participants assigns permission to Grueninger, and its photographer(s), to use the images in any media for any purpose (except pornographic, defamatory, libelous or otherwise unlawful) which may include, among others, advertising, promotion, marketing and packaging for any product or service. Images may be combined with other images, text and graphics, and cropped, altered or modified. All paid and complimentary participants acknowledge and agree with consent to publication. Participant's retention of tickets, reservations, or bookings after issuance shall constitute consent to the above, as well as an agreement on participant's part to convey the contents hereof to his or her travel companions or group members.

**☒ SEVERABILITY:**

If any provision of these terms and conditions shall be held unenforceable, such provision shall be struck and the remainder shall remain enforceable.

**☒ CHOICE OF LAW:**

This agreement is governed in all respects by the laws of the state of Indiana, United States of America, without regard to conflicts of law principles. **All participant claims must be submitted in writing and received by Grueninger no later than sixty (60) days after the completion of the trip. Participant claims not submitted and received within this time shall be deemed waived and barred.**

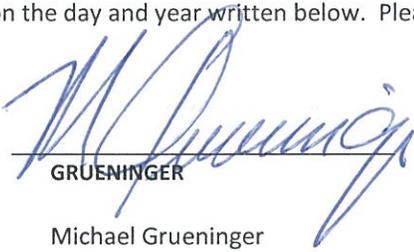
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below. Please return the signed original copy of this Agreement by 9/18/2023.

Accepted by: \_\_\_\_\_  
INDEPENDENT SCHOOL DISTRICT NO. 11 OF TULSA COUNTY

Name:

Title:

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

Accepted by:   
GRUENINGER

Name: Michael Grueninger

Title: President

Date: 9/6/23

# Appendix A: Tour Inclusions, Payment Schedule, and Itinerary

## Five-Day (Four-Night) Itinerary

Grueninger hereby agrees to provide all services for students, chaperones and staff as outlined below:

### TRANSPORTATION

- Deluxe air conditioned and restroom equipped motorcoaches per the itinerary. The motorcoaches will stay with the group throughout the duration of the trip. Drivers' lodging has also been included

### ACCOMMODATIONS

- Accommodations for two (2) nights in Orlando area in a limited service hotel(s) ie Holiday Inn Express or similar

### MEALS

- Meals per itinerary (three per day) beginning with Dinner on Day 2 and ending with Dinner on Day 4
- Breakfast daily in the hotel
- Meals will be a combination of boxed, buffet, meal coupons, cash allotment or sit down restaurants

### ATTRACTIONS & EVENTS

- Rehearsal Facility
- Universal Orlando – One Day / Two Park pass

### ADDITIONAL BENEFITS

- Grueninger Music Tours travel director in Orlando
- One complimentary trip for staff (based on double occupancy) for every 28 paid students
- E-Itineraries and luggage tags for all tour participants
- All taxes and tips on included items

### DOES NOT INCLUDE:

- Bus Driver Gratuity
- GMT Travel Director Gratuity
- Trip Protection. Policy available upon request.

### GROUP TRAVEL PACKAGE PRICE:

\$ 950.00	Per Student based on four (4) per room
\$ 989.00	Per Student based on three (3) per room
\$1,029.00	Per Adult based on two (2) per room
\$1,179.00	Per Adult based on one (1) per room

### TOUR PRICING

1. The per person travel package price is based on accommodations, ground transportation, attractions, meals and guide tariffs in effect as of 5/8/2023
2. All services and prices are subject to availability at the time of booking.
3. Contract prices are based on 245 traveling with the group.
4. If the group requires more than five (5) motorcoaches or the minimum number of passengers falls below 240 total, the tour price will vary.
5. Student triple occupancy rooms when needed only, not to exceed 5% of total number of students.
6. Optional insurance is available and highly recommended.

- 7. If the group requests an itinerary change, which is substantially different than listed on this agreement, the tour price will vary.
- 8. All prices listed are based in US Currency.

**☒HOTEL UTILIZATION POLICY**

Rooming list is due 09/11/2023

The hotel is holding **72** hotel rooms for your Organization. Additional rooms needed will be based on availability and current rates. You must utilize 90% of the rooms being held. Should your room block fall below 65 rooms per night, a \$250 per room fee per night below will apply. Maximum quad occupancy for all student rooms will be maintained, triple occupancy only where applicable to accommodate student male/female room ratio.

**☒DEPOSIT SCHEDULE**

<u>Payment #1</u>	<u>Due Date</u>	<u>Amount</u>
	September 18, 2023	Balance

**☒TENTATIVE ITINERARY**

**THURSDAY 10/19** **DAY ONE**

- 12 noon - Estimated departure from Owasso High School
- Dinner stop en route (on own)
- Drive overnight to Orlando

**FRIDAY 10/20** **DAY TWO**

- Breakfast stop (on own)
- Arrive Orlando midday
- Lunch in Orlando (on own)
- Rehearsal (local HS or other)
- Dinner at rehearsal or other (included)
- Overnight

**SATURDAY 10/21** **DAY THREE**

- Breakfast at hotel (included)
- All day at Camping World Stadium (band competition)
- Lunch (included)
- Block – 3rd (10:15am earliest arrival) (12:15p – 2:15pm range) Dinner (included)
- Overnight

**SUNDAY 10/22** **DAY FOUR**

- Breakfast at hotel (included)
- Visit Universal Orlando (Islands of Adventure & Universal Studios Florida)
- Lunch and dinner meal coupons (included)
- Depart for home (overnight drive)

**MONDAY 10/23** **DAY FIVE**

- Breakfast stop (on own)
- Lunch stop (on own)
- Dinner stop (on own)
- 6:00pm-ish arrival in Owasso

# AIA<sup>®</sup> Document A133<sup>®</sup> – 2019

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

**AGREEMENT** made as of the 11th day of September in the year 2023  
(In words, indicate day, month, and year.)

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

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

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

Crossland Construction Company, Inc.  
420 S. 145<sup>th</sup> East Ave., Suite K  
Tulsa, OK 74108

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

Hodson Elementary Addition & Renovation  
14500 East 86<sup>th</sup> St. North  
Owasso, OK 74055

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

GH2 Architects  
320 S. Boston Ave #100  
Tulsa, OK 74103

The Owner and Construction Manager agree as follows.

### **ADDITIONS AND DELETIONS:**

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

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

AIA Document A201<sup>™</sup>–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	GENERAL PROVISIONS
3	CONSTRUCTION MANAGER'S RESPONSIBILITIES
4	OWNER'S RESPONSIBILITIES
5	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
6	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
7	COST OF THE WORK FOR CONSTRUCTION PHASE
8	DISCOUNTS, REBATES, AND REFUNDS
9	SUBCONTRACTS AND OTHER AGREEMENTS
10	ACCOUNTING RECORDS
11	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
12	DISPUTE RESOLUTION
13	TERMINATION OR SUSPENSION
14	MISCELLANEOUS PROVISIONS
15	SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

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

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

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

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

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

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

\$6.1 Million

Init.

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

- .1 Design phase milestone dates, if any:
  
- .2 Construction commencement date:
  
- .3 Substantial Completion date or dates:  
August 1, 2025
  
- .4 Other milestone dates:

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

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

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

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

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

Mark Knowlton  
Director of Construction  
918-232-8631

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

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

.1 Geotechnical Engineer:

.2 Civil Engineer:

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

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

Michelle Bergwell  
320 S. Boston Ave #100  
Tulsa, OK 74103

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

Eric Lopp  
Director of Preconstruction  
620-674-1755

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

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

Title 61 compliance for solicitation of subcontractors

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

Init.

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User Notes:

(1110144052)

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

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

## **ARTICLE 2 GENERAL PROVISIONS**

### **§ 2.1 The Contract Documents**

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

### **§ 2.2 Relationship of the Parties**

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

### **§ 2.3 General Conditions**

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

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

## **ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES**

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

### **§ 3.1 Preconstruction Phase**

#### **§ 3.1.1 Extent of Responsibility**

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the

Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

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

### § 3.1.3 Consultation

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

§ 3.1.3.2 Subject to limitations on the Construction Manager's obligations set forth herein and in the A201-2017, the Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. Subject to limitations on the Construction Manager's obligations set forth herein and in the A201-2017, the Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

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

### § 3.1.4 Project Schedule

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

### § 3.1.5 Phased Construction

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

### § 3.1.6 Cost Estimates

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

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

Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action in order to maintain the last Owner-approved Project budget.

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

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

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

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

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

#### § 3.1.11 Subcontractors and Suppliers

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

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

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

#### § 3.1.12 Procurement

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

#### § 3.1.13 Compliance with Laws

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

#### § 3.1.14 Other Preconstruction Services

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

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

### § 3.2 Guaranteed Maximum Price Proposal

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

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

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

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; identification of any portion of the Work that the Construction Manager proposes to perform with its own personnel for a stipulated sum, with the scope of such portion of the Work defined by reference to specific bid packages, or otherwise; the proposed stipulated sum or periodic fixed rate for overhead or general expenses, including general conditions and project requirements; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

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

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

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

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

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

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted and effective, at the time the Guaranteed Maximum Price Amendment is executed. In the event a sales, consumer, use, or similar tax for the Work provided by the Construction Manager is enacted and becomes effective during the course of the Project, the parties shall execute a change order to address the increased cost.

### § 3.3 Construction Phase

#### § 3.3.1 General

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

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

#### § 3.3.2 Administration

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

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

#### § 3.3.2.3 Monthly Report

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

#### § 3.3.2.4 Daily Logs

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

#### § 3.3.2.5 Cost Control

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

## ARTICLE 4 OWNER'S RESPONSIBILITIES

### § 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner’s objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

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

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

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner’s control and relevant to the Construction Manager’s performance of the Work with reasonable promptness after receiving the Construction Manager’s written request for such information or services.

The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

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

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

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

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

#### § 4.2 Owner's Designated Representative

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

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

#### § 4.3 Architect

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

### ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

#### § 5.1 Compensation

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

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

Lump Sum amount of \$21,380

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

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

Init.

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User Notes:

(1110144052)

See Preconstruction Summary – Attachment A

**Individual or Position**

**Rate**

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

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ten ( 10 ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

**§ 5.2 Payments**

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

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

10 % per annum

**§ 5.3 Payment Instructions**

All payments made by Wire Transfer or ACH must be made by using instructions that are provided to Owner separately prior to or at the time this Agreement is executed by Crossland Construction Company, Inc. By Owner's signature on this Agreement, Owner acknowledges that it has received the Crossland Construction Company, Inc. Wire Transfer/ACH instructions. **This information will not change for the duration of the contract unless via change order executed by both parties.**

In the event Owner pays by check, please send check to the following address. **This information will not change for the duration of the contract unless via change order executed by both parties:**

Crossland Construction Company, Inc.  
Attn: Accounts Receivable  
833 S. East Avenue  
P.O. Box 45  
Columbus, KS 66725

**ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES**

**§ 6.1 Contract Sum**

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

§ 6.1.2 The Construction Manager's Fee:

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

3.5%

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

3.5%

Init.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:  
15%

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed one hundred percent ( 100 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:  
*(Insert terms and conditions for liquidated damages, if any.)*

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

### § 6.2 Guaranteed Maximum Price

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

### § 6.3 Changes in the Work

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

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

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

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

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

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

## ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

### § 7.1 Costs to Be Reimbursed

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

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

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

## § 7.2 Labor Costs

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

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

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

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

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

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

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

## § 7.3 Subcontract Costs; Cost of Work Self-Performed for a Fixed-Price

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement. Amounts billed for completed portions of the Work that the Construction Manager is to perform with its own personnel for a stipulated sum, as set forth in the GMP Amendment, or otherwise approved by the Owner.

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

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

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

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

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

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools.

Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

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

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

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

§ 7.5.6 Costs for overhead and general expenses at the stipulated sum, or at the periodic rate, stated in the GMP Amendment, or as otherwise approved by the Owner.

## § 7.6 Miscellaneous Costs

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

§ 7.6.1.1 Costs for self-insurance, including but not limited to full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

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

§ 7.6.1.3 Costs for subcontractor default insurance, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

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

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

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

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

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

§ 7.6.7 Costs of document reproductions and delivery charges.

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

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

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

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

### § 7.7 Other Costs and Emergencies

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

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

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

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

### § 7.8 Related Party Transactions

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

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

### § 7.9 Costs Not To Be Reimbursed

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

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded;
- .9 Costs for services incurred during the Preconstruction Phase; and
- .10 With respect to costs incurred in performing portions of the Work that the Construction Manager is to perform with its own personnel for a stipulated sum, costs in excess of such stipulated sum.

## **ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS**

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

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

## **ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS**

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted subject to the last sentence of Section 9.1 above, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

§ 9.3 The Construction Manager shall provide for the allocation of responsibilities for safety programs among the Subcontractors and verify that such assignment of responsibilities are included as requirements in all Subcontracts.

## **ARTICLE 10 ACCOUNTING RECORDS**

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and

copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. This paragraph does not apply to records and accounts maintained by the Construction Manager for purposes of internal cost accounting with respect to portions of the Work performed by Construction Manager using its own personnel for a stipulated sum.

## **ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES**

### **§ 11.1 Progress Payments**

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

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

**§ 11.1.3** Provided that an Application for Payment is received by the Architect not later than the 25<sup>th</sup> day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 25<sup>th</sup> day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

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

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

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

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

**§ 11.1.5.3** When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

**§ 11.1.6** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

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

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

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

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

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

#### § 11.1.8 Retainage

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

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

5%

§ 11.1.8.1.1 The following items are not subject to retainage:

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

General Conditions, Project Requirements, Insurance, Bonds, Fee

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

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

Upon 50% completion of the Work, retainage to be reduced to 2.5%

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

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

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

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

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

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

## § 11.2 Final Payment

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

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

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

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

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

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

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

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

§ 11.3 Interest

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

10 % per annum

§ 11.4 Payment Instructions

All payments made by Wire Transfer or ACH must be made by using instructions that are provided to Owner separately prior to or at the time this Agreement is executed by Crossland Construction Company, Inc. By Owner's signature on this Agreement, Owner acknowledges that it has received the Crossland Construction Company, Inc. Wire Transfer/ACH instructions. **This information will not change for the duration of the contract unless via change order executed by both parties.**

In the event Owner pays by check, please send check to the following address. **This information will not change for the duration of the contract unless via change order executed by both parties:**

Crossland Construction Company, Inc.  
Attn: Accounts Receivable  
833 S. East Avenue  
P.O. Box 45  
Columbus, KS 66725

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

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

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

§ 12.2 Binding Dispute Resolution

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

*(Check the appropriate box.)*

[ X ] Arbitration pursuant to Article 15 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

Init.

[ ] Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 13 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

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

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

terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

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

### § 13.2.1 Termination

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

### § 13.2.2 Termination by the Owner for Cause

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

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

§ 13.2.2.2 To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

### § 13.2.3 Termination by the Owner for Convenience

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

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

## § 13.3 Suspension

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

## ARTICLE 14 MISCELLANEOUS PROVISIONS

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

### § 14.2 Successors and Assigns

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

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

**§ 14.3 Insurance and Bonds**

**§ 14.3.1 Preconstruction Phase**

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

**§ 14.3.1.1 Commercial General Liability** with policy limits of not less than TWO MILLION DOLLARS (\$ 2,000,000.00 ) for each occurrence and FOUR MILLION DOLLARS (\$ 4,000,000.00 ) in the aggregate for bodily injury and property damage.

**§ 14.3.1.2 Automobile Liability** covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than TWO MILLION DOLLARS (\$ 2,000,000.00 ) 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.

**§ 14.3.1.3** The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ 14.3.1.4 Workers' Compensation** at statutory limits and Employers Liability with policy limits not less than TWO MILLION DOLLARS (\$ 2,000,000.00 ) each accident, TWO MILLION DOLLARS (\$ 2,000,000.00 ) each employee, and TWO MILLION DOLLARS (\$ 2,000,000.00 ) policy limit.

**§ 14.3.1.5 Professional Liability** covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than FIVE MILLION DOLLARS (\$ 5,000,000.00 ) per claim and FIVE MILLION DOLLARS (\$ 5,000,000.00 ) in the aggregate.

**§ 14.3.1.6 Other Insurance**

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

Coverage	Limits
N/A	

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

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

**§ 14.3.2 Construction Phase**

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

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

**§ 14.4** Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

Init.

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User Notes:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 14.5 Other provisions:

**ARTICLE 15 SCOPE OF THE AGREEMENT**

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

§ 15.2 The following documents comprise the Agreement:

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

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

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

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

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

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

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

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



\_\_\_\_\_  
CONSTRUCTION MANAGER (Signature)

\_\_\_\_\_  
Greg Smith, Vice President – Tulsa Division

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

As set forth in the notice contained within the payment terms sections of this Agreement, Owner hereby acknowledges that Contractor will not change payment instructions other than via change order signed by Owner and Contractor.

# **Additions and Deletions Report for** **AIA® Document A133® – 2019**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:22:25 ET on 09/08/2023.

## **PAGE 1**

**AGREEMENT** made as of the 11th day of September in the year 2023

...

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

...

Crossland Construction Company, Inc.  
420 S. 145<sup>th</sup> East Ave., Suite K  
Tulsa, OK 74108

...

Hodson Elementary Addition & Renovation  
14500 East 86<sup>th</sup> St. North  
Owasso, OK 74055

...

GH2 Architects  
320 S. Boston Ave #100  
Tulsa, OK 74103

## **PAGE 2**

\$6.1 Million

## **PAGE 3**

August 1, 2025

...

Mark Knowlton  
Director of Construction  
918-232-8631

## **PAGE 4**

Michelle Bergwell  
320 S. Boston Ave #100  
Tulsa, OK 74103

...

Eric Lopp  
Director of Preconstruction  
620-674-1755

...

Title 61 compliance for solicitation of subcontractors  
**PAGE 5**

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

**PAGE 6**

§ 3.1.3.2 ~~The~~ Subject to limitations on the Construction Manager’s obligations set forth herein and in the A201-2017, the Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. ~~The Subject to limitations on the Construction Manager’s obligations set forth herein and in the A201-2017,~~ the Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

...

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

**PAGE 7**

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

**PAGE 8**

- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; identification of any portion of the Work that the Construction Manager proposes to perform with its own personnel for a

stipulated sum, with the scope of such portion of the Work defined by reference to specific bid packages, or otherwise; the proposed stipulated sum or periodic fixed rate for overhead or general expenses, including general conditions and project requirements; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

...

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

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, ~~whether or not yet enacted and effective~~, at the time the Guaranteed Maximum Price Amendment is executed. In the event a sales, consumer, use, or similar tax for the Work provided by the Construction Manager is enacted and becomes effective during the course of the Project, the parties shall execute a change order to address the increased cost.

PAGE 10

Lump Sum amount of \$21,380

PAGE 11

See Preconstruction Summary – Attachment A

...

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ten ( 10 ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

...

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

...

10 % per annum

### **§ 5.3 Payment Instructions**

All payments made by Wire Transfer or ACH must be made by using instructions that are provided to Owner separately prior to or at the time this Agreement is executed by Crossland Construction Company, Inc. By Owner's signature on this Agreement, Owner acknowledges that it has received the Crossland Construction Company, Inc. Wire Transfer/ACH instructions. This information will not change for the duration of the contract unless via change order executed by both parties.

In the event Owner pays by check, please send check to the following address. This information will not change for the duration of the contract unless via change order executed by both parties:

\_\_\_\_\_  
Crossland Construction Company, Inc.  
\_\_\_\_\_  
Attn: Accounts Receivable  
\_\_\_\_\_  
833 S. East Avenue  
\_\_\_\_\_  
P.O. Box 45  
\_\_\_\_\_  
Columbus, KS 66725

...

3.5%

...

3.5%

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15%

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed one hundred percent ( 100 %) of the standard rental rate paid at the place of the Project.

...

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated ~~sum~~ sum, and adjustments to the price of any portion of the Work to be performed by the Construction Manager with the Construction Manager's own personnel for a stipulated sum, shall be determined in accordance with Article 7 of A201-2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

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§ 7.3 ~~Subcontract Costs~~ Subcontract Costs; Cost of Work Self-Performed for a Fixed-Price

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement. Amounts billed for completed portions of the Work that the Construction Manager is to perform with its own personnel for a stipulated sum, as set forth in the GMP Amendment, or otherwise approved by the Owner.

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§ 7.5.6 Costs for overhead and general expenses at the stipulated sum, or at the periodic rate, stated in the GMP Amendment, or as otherwise approved by the Owner.

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract ~~Documents~~ Documents, or otherwise approved by the Owner, that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, ~~for either~~ including but not limited to full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

...

§ 7.6.1.3 Costs for subcontractor default insurance, with the Owner's prior approval.

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- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; ~~and~~
- .9 Costs for services incurred during the Preconstruction ~~Phase~~ Phase; and
- .10 With respect to costs incurred in performing portions of the Work that the Construction Manager is to perform with its own personnel for a stipulated sum, costs in excess of such stipulated sum.

...

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be ~~accepted~~ accepted

subject to the last sentence of Section 9.1 above, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

...

§ 9.3 The Construction Manager shall provide for the allocation of responsibilities for safety programs among the Subcontractors and verify that such assignment of responsibilities are included as requirements in all Subcontracts.

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. This paragraph does not apply to records and accounts maintained by the Construction Manager for purposes of internal cost accounting with respect to portions of the Work performed by Construction Manager using its own personnel for a stipulated sum.

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§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 25<sup>th</sup> day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 25<sup>th</sup> day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment.

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- .3 ~~That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified;~~ Construction Change Directives; and

...

5%

...

General Conditions, Project Requirements, Insurance, Bonds, Fee

...

Upon 50% completion of the Work, retainage to be reduced to 2.5%

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10 % per annum

#### § 11.4 Payment Instructions

All payments made by Wire Transfer or ACH must be made by using instructions that are provided to Owner separately prior to or at the time this Agreement is executed by Crossland Construction Company, Inc. By Owner's signature on this Agreement, Owner acknowledges that it has received the Crossland Construction Company, Inc. Wire Transfer/ACH instructions. This information will not change for the duration of the contract unless via change order executed by both parties.

In the event Owner pays by check, please send check to the following address. This information will not change for the duration of the contract unless via change order executed by both parties:

Crossland Construction Company, Inc.  
Attn: Accounts Receivable  
833 S. East Avenue  
P.O. Box 45  
Columbus, KS 66725

...

[  ] Arbitration pursuant to Article 15 of AIA Document A201-2017

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

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

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§ 14.3.1.1 Commercial General Liability with policy limits of not less than TWO MILLION DOLLARS (\$ 2,000,000.00 ) for each occurrence and FOUR MILLION DOLLARS (\$ 4,000,000.00 ) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than TWO MILLION DOLLARS (\$ 2,000,000.00 ) 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.

...

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than TWO MILLION DOLLARS (\$ 2,000,000.00 ) each accident, TWO MILLION DOLLARS (\$ 2,000,000.00 ) each employee, and TWO MILLION DOLLARS (\$ 2,000,000.00 ) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than FIVE MILLION DOLLARS (\$ 5,000,000.00 ) per claim and FIVE MILLION DOLLARS (\$ 5,000,000.00 ) in the aggregate.

...

N/A

**PAGE 25**

...

**[ ] As set forth in the notice contained within the payment terms sections of this Agreement, Owner hereby acknowledges that Contractor will not change payment instructions other than via change order signed by Owner and Contractor.**

## 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 12:22:25 ET on 09/08/2023 under Order No. 3104237896 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)



(Title)

Vice President - Tulsa Div.

(Dated)

9/11/23

# AIA<sup>®</sup> Document A201<sup>®</sup> – 2017

## General Conditions of the Contract for Construction

### for the following PROJECT:

*(Name and location or address)*

Hodson Elementary Addition & Renovation  
14500 East 86<sup>th</sup> St. North  
Owasso, OK 74055

### THE OWNER:

*(Name, legal status and address)*

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

### THE ARCHITECT:

*(Name, legal status and address)*

GH2 Architects  
320 S. Boston Ave #100  
Tulsa, OK 74103

### TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	OWNER
3	CONTRACTOR
4	ARCHITECT
5	SUBCONTRACTORS
6	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
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9	PAYMENTS AND COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	INSURANCE AND BONDS
12	UNCOVERING AND CORRECTION OF WORK

### ADDITIONS AND DELETIONS:

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503<sup>™</sup>, Guide for Supplementary Conditions.

- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 Basic Definitions**

#### **§ 1.1.1 The Contract Documents**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

#### **§ 1.1.2 The Contract**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### **§ 1.1.3 The Work**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### **§ 1.1.4 The Project**

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

#### **§ 1.1.5 The Drawings**

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

#### **§ 1.1.6 The Specifications**

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### **§ 1.1.7 Instruments of Service**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### **§ 1.1.8 Initial Decision Maker**

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

### **§ 1.2 Correlation and Intent of the Contract Documents**

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### § 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

### § 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### § 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### § 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### § 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

### § 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 2.1.2** The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### **§ 2.2 Evidence of the Owner's Financial Arrangements**

**§ 2.2.1** Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

**§ 2.2.2** Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

**§ 2.2.3** After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

**§ 2.2.4** Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

### **§ 2.3 Information and Services Required of the Owner**

**§ 2.3.1** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**§ 2.3.2** The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

#### § 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

#### § 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

### ARTICLE 3 CONTRACTOR

#### § 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

#### § 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### § 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### § 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### **§ 3.5 Warranty**

**§ 3.5.1** The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**§ 3.5.2** All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

### **§ 3.6 Taxes**

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### **§ 3.7 Permits, Fees, Notices and Compliance with Laws**

**§ 3.7.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

**§ 3.7.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

**§ 3.7.3** If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### **§ 3.7.4 Concealed or Unknown Conditions**

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

**§ 3.7.5** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### **§ 3.8 Allowances**

**§ 3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

- § 3.8.2** Unless otherwise provided in the Contract Documents,
- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
  - .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
  - .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

**§ 3.8.3** Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### **§ 3.9 Superintendent**

**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

**§ 3.9.3** The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### **§ 3.10 Contractor's Construction and Submittal Schedules**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

**§ 3.10.2** The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals.

**§ 3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### **§ 3.11 Documents and Samples at the Site**

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### **§ 3.12 Shop Drawings, Product Data and Samples**

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services,

certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### § 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### § 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### § 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

### § 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### § 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees, unless otherwise specified in the Contract Documents. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### § 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a

party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## ARTICLE 4 ARCHITECT

### § 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

### § 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

### § 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect 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. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, unless otherwise specified by the Contract Documents, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 Definitions**

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

**§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work**

**§ 5.2.1** Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

**§ 5.2.2** The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

**§ 5.2.3** If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

**§ 5.2.4** The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

**§ 5.3 Subcontractual Relations**

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

**§ 5.4 Contingent Assignment of Subcontracts**

**§ 5.4.1** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

**§ 5.4.2** Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

**§ 5.4.3** Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts**

**§ 6.1.1** The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by Owner, the Contractor shall make such Claim as provided in Article 15.

**§ 6.1.2** When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

**§ 6.1.3** The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

**§ 6.1.4** Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

### **§ 6.2 Mutual Responsibility**

**§ 6.2.1** The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

**§ 6.2.3** The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

**§ 6.2.4** The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

**§ 6.2.5** The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### **§ 6.3 Owner's Right to Clean Up**

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

### § 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 If, during the performance of the Work, material costs and/or project equipment costs significantly increase(s), through no fault of the Contractor, the Contract Price shall be equitably adjusted by an amount reasonably necessary to cover the significant price increase. As used herein, a significant price increase shall mean any increase cost of materials and/or Project equipment for the Project exceeding \_\_\_% of the original Contract price from the date of the Contract execution. For the purposes of determining an adjustment under this section, the expected total price of all materials and equipment price for this Project as of the date of contract execution is \$\_\_\_\_\_. Such adjustment of the Contract price shall be made through a Change Order on or before Contractor submits the final pay application. Such price increase shall be documented through quotes, invoices, or receipts. Notwithstanding anything herein to the contrary, Contractor shall submit such documentation and request on or before such date and Contractor shall not be considered to have diminished or waived any Claims or rights in regard to the timeliness of the submission of such information or request except to the extent such increase has already been paid by Owner pursuant to a previous Change Order. However, such increased amount shall be used in the calculation of whether a significant price increase has occurred, so that the total amounts of all change orders/increases arising from materials and/or equipment price escalation, are added together and divided by the original Contract price to determine the percentage of price increase. Where the delivery of material or equipment is delayed, through no fault of the Contractor, as a result of the shortage or unavailability of materials and equipment, or delays in shipping or delivery, Contractor shall not be liable for any additional costs or damages associated with such delay(s), the Contract Time shall be adjusted to the extent such delay(s) impact(s) the Schedule, and the Contractor shall be entitled to a Change Order for its costs incurred as a result of such delay(s).

### § 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;

- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### § 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing.

## **ARTICLE 8 TIME**

### **§ 8.1 Definitions**

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect established in Section 9.8.1.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

### **§ 8.2 Progress and Completion**

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

### **§ 8.3 Delays and Extensions of Time**

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.1 Contract Sum**

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### **§ 9.2 Schedule of Values**

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

### **§ 9.3 Applications for Payment**

**§ 9.3.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

**§ 9.3.1.1** As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

**§ 9.3.1.2** Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

**§ 9.3.2** Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

**§ 9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

### **§ 9.4 Certificates for Payment**

**§ 9.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

**§ 9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

### **§ 9.5 Decisions to Withhold Certification**

**§ 9.5.1** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the

Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

## § 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both,

under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

### § 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

### § 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

### § 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance,

heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

### § 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

#### § 9.11 Payment Instructions

All payments made by Wire Transfer or ACH must be made by using instructions that are provided to Owner separately prior to or at the time this Agreement is executed by Crossland Construction Company, Inc. By Owner's signature on this Agreement, Owner acknowledges that it has received the Crossland Construction Company, Inc. Wire Transfer/ACH instructions. **This information will not change for the duration of the contract unless via change order executed by both parties.**

In the event Owner pays by check, please send check to the following address. **This information will not change for the duration of the contract unless via change order executed by both parties:**

Crossland Construction Company, Inc.  
Attn: Accounts Receivable  
833 S. East Avenue  
P.O. Box 45  
Columbus, KS 66725

### ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

#### § 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

#### § 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

**§ 10.2.8 Injury or Damage to Person or Property**

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

**§ 10.3 Hazardous Materials and Substances**

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

#### § 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

### ARTICLE 11 INSURANCE AND BONDS

#### § 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

#### § 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the

Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

### **§ 11.3 Waivers of Subrogation**

**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

### **§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

### **§11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **§ 12.1 Uncovering of Work**

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

### **§ 12.2 Correction of Work**

#### **§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

#### **§ 12.2.2 After Substantial Completion**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

**§ 12.2.2.2** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 12.2.2.3** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

**§ 12.2.3** The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

**§ 12.2.4** The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

**§ 12.2.5** Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### **§ 12.3 Acceptance of Nonconforming Work**

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 Governing Law**

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### **§ 13.2 Successors and Assigns**

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

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

### **§ 13.3 Rights and Remedies**

**§ 13.3.1** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

**§ 13.3.2** No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

### **§ 13.4 Tests and Inspections**

**§ 13.4.1** Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

**§ 13.4.2** If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

**§ 13.4.3** If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

**§ 13.4.4** Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### § 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

### § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or Suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial uncured breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and

Init.

- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

### § 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

### § 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 Claims

#### § 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

#### § 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 5 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

**§ 15.1.3 Notice of Claims**

**§ 15.1.3.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker.

**§ 15.1.3.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

**§ 15.1.4 Continuing Contract Performance**

**§ 15.1.4.1** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**§ 15.1.4.2** The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

**§ 15.1.5 Claims for Additional Cost**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

**§ 15.1.6 Claims for Additional Time**

**§ 15.1.6.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

**§ 15.1.6.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

**§ 15.1.7 Waiver of Claims for Consequential Damages**

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

**§ 15.2 Initial Decision**

**§ 15.2.1** Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### § 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the

other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

#### § 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### § 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

# **Additions and Deletions Report for** **AIA® Document A201® – 2017**

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## **PAGE 1**

Hodson Elementary Addition & Renovation  
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...

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

...

GH2 Architects  
320 S. Boston Ave #100  
Tulsa, OK 74103

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§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and ~~Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.~~ Architect.

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If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than ~~14~~21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. ~~If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.~~

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The Contractor shall pay all royalties and license ~~fees~~ fees, unless otherwise specified in the Contract Documents. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

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§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect 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. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, ~~or for substantiating instructions for installation or performance of equipment or systems, unless otherwise specified by the Contract Documents~~, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, ~~and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents~~. bound. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

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§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of

subrogation. If the Contractor claims that delay or additional cost is involved because of such action by Owner, the Contractor shall make such Claim as provided in Article 15.

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§ 7.2.2 If, during the performance of the Work, material costs and/or project equipment costs significantly increase(s), through no fault of the Contractor, the Contract Price shall be equitably adjusted by an amount reasonably necessary to cover the significant price increase. As used herein, a significant price increase shall mean any increase cost of materials and/or Project equipment for the Project exceeding \_\_\_\_\_ % of the original Contract price from the date of the Contract execution. For the purposes of determining an adjustment under this section, the expected total price of all materials and equipment price for this Project as of the date of contract execution is \$ \_\_\_\_\_. Such adjustment of the Contract price shall be made through a Change Order on or before Contractor submits the final pay application. Such price increase shall be documented through quotes, invoices, or receipts. Notwithstanding anything herein to the contrary, Contractor shall submit such documentation and request on or before such date and Contractor shall not be considered to have diminished or waived any Claims or rights in regard to the timeliness of the submission of such information or request except to the extent such increase has already been paid by Owner pursuant to a previous Change Order. However, such increased amount shall be used in the calculation of whether a significant price increase has occurred, so that the total amounts of all change orders/increases arising from materials and/or equipment price escalation, are added together and divided by the original Contract price to determine the percentage of price increase. Where the delivery of material or equipment is delayed, through no fault of the Contractor, as a result of the shortage or unavailability of materials and equipment, or delays in shipping or delivery, Contractor shall not be liable for any additional costs or damages associated with such delay(s), the Contract Time shall be adjusted to the extent such delay(s) impact(s) the Schedule, and the Contractor shall be entitled to a Change Order for its costs incurred as a result of such delay(s).

PAGE 24

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. ~~If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.~~

PAGE 25

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect ~~in accordance with Section 9.8-established in Section 9.8.1.~~

PAGE 30

#### § 9.11 Payment Instructions

All payments made by Wire Transfer or ACH must be made by using instructions that are provided to Owner separately prior to or at the time this Agreement is executed by Crossland Construction Company, Inc. By Owner's signature on this Agreement, Owner acknowledges that it has received the Crossland Construction Company, Inc. Wire Transfer/ACH instructions. **This information will not change for the duration of the contract unless via change order executed by both parties.**

In the event Owner pays by check, please send check to the following address. **This information will not change for the duration of the contract unless via change order executed by both parties:**

\_\_\_\_\_  
Crossland Construction Company, Inc.  
\_\_\_\_\_  
Attn: Accounts Receivable  
\_\_\_\_\_  
833 S. East Avenue  
\_\_\_\_\_  
P.O. Box 45  
\_\_\_\_\_  
Columbus, KS 66725

PAGE 36

- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or ~~suppliers;~~Suppliers;

...

- .4 otherwise is guilty of substantial uncured breach of a provision of the Contract Documents.

**PAGE 37**

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than ~~10~~5 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

**PAGE 38**

**§ 15.1.3.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. ~~Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.~~

# 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 12:22:12 ET on 09/08/2023 under Order No. 3104237896 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

  
\_\_\_\_\_  
(Signed)

Vice President - Tulsa Div.  
\_\_\_\_\_  
(Title)

9/11/23  
\_\_\_\_\_  
(Dated)

Owasso Public Schools

Treasurers Report

as of August 31, 2023

	General Fund prior year 7/1/22 to 8/31/22	General Fund current year 7/1/23 to 8/31/23	Building Fund prior year 7/1/22 to 8/31/22	Building Fund current year 7/1/23 to 8/31/23	Child Nutrition prior year 7/1/22 to 8/31/22	Child Nutrition current year 7/1/23 to 8/31/23	Sinking Fund prior year 7/1/22 to 8/31/22	Sinking Fund current year 7/1/23 to 8/31/23
Beginning Fund Balance	9,222,088.02	14,472,763.48	3,328,034.56	3,486,854.69	2,286,586.70	2,542,882.97	4,894,011.47	2,943,531.65
Revenue								
local	1,593,923.82	197,801.05	220,142.74	35,173.44	180,243.35	156,557.04	1,089,061.99	90,112.84
intermediate	312,256.79	208,093.72	0.00	0.00				0.00
state	3,334,268.89	4,618,476.51	0.00	0.00	0.00	0.00	0.00	0.00
federal	1,358,279.96	1,945,608.32	217,576.36	119,667.13	186,956.96	77,243.09		
premium on bond sale							0.00	0.00
reimb/correcting entry	<u>0.00</u>	<u>176.52</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
total revenue	<b>6,598,729.46</b>	<b>6,970,156.12</b>	<b>437,719.10</b>	<b>154,840.57</b>	<b>367,200.31</b>	<b>233,800.13</b>	<b>1,089,061.99</b>	<b>90,112.84</b>
Expenditures								
salary	1,815,569.39	2,028,965.74			71,719.30	56,956.12	0.00	0.00
benefits	569,787.49	613,838.33			14,817.16	12,368.14	0.00	0.00
contracted prof / tech svcs	121,687.26	121,858.56	2,009.00	1,280.00	0.00	0.00	0.00	0.00
property svcs	20,568.43	57,442.38	208,535.45	192,828.45	17,325.50	3,731.60	0.00	0.00
other purchased svcs	299,828.02	254,214.45	995,515.28	1,068,562.64	126,385.09	28,855.24	0.00	0.00
supplies	172,059.47	206,941.12	522,574.62	387,592.95	1,389.65	597.69	0.00	0.00
property	4,251.30	4,295.90	9,188.84	411.06	0.00	0.00	0.00	0.00
dues/fees/registration/tuition	52,744.08	63,556.04			572.50	0.00	0.00	0.00
bond principal & interest							0.00	0.00
other uses	<u>150.00</u>	<u>176.52</u>	<u>299.23</u>	<u>0.00</u>	<u>7,500.00</u>	<u>7,500.00</u>	<u>0.00</u>	<u>0.00</u>
total expenditures	<b><u>3,056,645.44</u></b>	<b><u>3,351,289.04</u></b>	<b><u>1,738,122.42</u></b>	<b><u>1,650,675.10</u></b>	<b><u>239,709.20</u></b>	<b><u>110,008.79</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>
Balance as of August 31st, 2023	12,764,172.04	18,091,630.56	2,027,631.24	1,991,020.16	2,414,077.81	2,666,674.31	5,983,073.46	3,033,644.49
bank balance 8-31-23		18,276,798.96		2,095,642.80		2,671,057.00		3,033,644.49
outstanding checks		(185,168.40)		(104,622.64)		(4,382.69)		<u>0.00</u>
cash balance 8-31-23		18,091,630.56		1,991,020.16		2,666,674.31		3,033,644.49

**Owasso Public Schools  
Treasurers Report**

Bond Funds Summary  
as of 8-31-23

	bond 31 year to date	bond 33 year to date	bond 35 year to date	bond 39 year to date	lease 04 year to date
FY 24 Beginning Fund Balance	36,490,980.27	2,493.88	9,589,149.94	826,616.51	40,152.43
Revenue					
interest	204,126.28	6.35	24,418.86	2,104.95	0.00
correcting entry	2,990.00	0.00	0.00	0.00	0.00
bond proceeds	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
total revenue	207,116.28	6.35	24,418.86	2,104.95	0.00
Expenditures	<u>4,382,720.47</u>	<u>0.00</u>	<u>9,404,468.33</u>	<u>67,487.25</u>	<u>2,626.85</u>
Balance as of 8-31-23	32,315,376.08	2,500.23	209,100.47	761,234.21	37,525.58

project	description	Bond 31 budget	Bond 31 encumbered	Bond 31 balance	Bond 33 budget	Bond 33 encumbered	Bond 33 balance	Bond 35 budget	Bond 35 encumbered	Bond 35 balance
000	non categorical	5,000.00	2,990.00	2,010.00	707.33	0.00	707.33	163,296.34	0.00	163,296.34
008	business svcs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
010	lease pmts	0.00	0.00	0.00	0.00	0.00	0.00	9,402,000.00	9,402,000.00	0.00
111	copiers	195,000.00	5,292.00	189,708.00	0.00	0.00	0.00	0.00	0.00	0.00
112	buses	1,014,847.76	463,976.00	550,871.76	0.00	0.00	0.00	0.00	0.00	0.00
113	technology	3,910,962.52	1,730,870.89	2,180,091.63	0.00	0.00	0.00	0.00	0.00	0.00
114	textbooks	2,057,497.73	1,154,108.81	903,388.92	0.00	0.00	0.00	0.00		0.00
116	uniforms/equipment	233,499.34	62,860.50	170,638.84	0.00	0.00	0.00	0.00	0.00	0.00
117	safety	524,021.00	235,720.00	288,301.00	1,786.55	0.00	1,786.55	0.00	0.00	0.00
119	plant operations	3,310,267.09	850,033.19	2,460,233.90	0.00	0.00	0.00	23,853.60	7,000.00	16,853.60
120	fine arts uniforms/equip	571,867.09	105,387.16	466,479.93	0.00	0.00	0.00	0.00	0.00	0.00
134	roofing district wide	2,000,000.00	1,718,919.30	281,080.70						
135	wellness center	1,300,000.00	1,261,421.06	38,578.94						
136	track/band project	6,500,000.00	201,000.00	6,299,000.00						
171	nurses equipment	43,573.10	10,716.31	32,856.79	0.00	0.00	0.00	0.00	0.00	0.00
172	library budgets	<u>196,662.74</u>	<u>132,930.03</u>	<u>63,732.71</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
total		21,863,198.37	7,936,225.25	13,926,973.12	2,493.88	0.00	2,493.88	9,589,149.94	9,409,000.00	180,149.94

project	description	Bond 39 budget	Bond 39 encumbered	Bond 39 balance	Fund 04 budget	Fund 04 encumbered	Fund 04 balance	Combined Budgets All Bond and Lease Funds		
								budget	encumbered	balance
000	non categorical	22,420.83	0.00	22,420.83	23,623.28	0.00	23,623.28	<b>215,047.78</b>	<b>2,990.00</b>	<b>212,057.78</b>
008	business svcs	0.00	0.00	0.00	0.00	0.00	0.00	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
010	lease pmts	0.00	0.00	0.00	0.00	0.00	0.00	<b>9,402,000.00</b>	<b>9,402,000.00</b>	<b>0.00</b>
111	copiers	52,072.55	0.00	52,072.55	0.00	0.00	0.00	<b>247,072.55</b>	<b>5,292.00</b>	<b>241,780.55</b>
112	buses	0.00	0.00	0.00	0.00	0.00	0.00	<b>1,014,847.76</b>	<b>463,976.00</b>	<b>550,871.76</b>
113	technology	0.00	0.00	0.00	1,168.28	0.00	1,168.28	<b>3,912,130.80</b>	<b>1,730,870.89</b>	<b>2,181,259.91</b>
114	textbooks	0.00	0.00	0.00	0.00	0.00	0.00	<b>2,057,497.73</b>	<b>1,154,108.81</b>	<b>903,388.92</b>
116	uniforms/equipment	0.00	0.00	0.00	0.00	0.00	0.00	<b>233,499.34</b>	<b>62,860.50</b>	<b>170,638.84</b>
117	safety	0.00	0.00	0.00	15,360.87	2,626.85	12,734.02	<b>541,168.42</b>	<b>238,346.85</b>	<b>302,821.57</b>
119	plant operations	695,912.78	495,468.00	200,444.78	0.00	0.00	0.00	<b>4,030,033.47</b>	<b>1,352,501.19</b>	<b>2,677,532.28</b>
120	fine arts uniforms/equip	56,210.35	0.00	56,210.35			0.00	<b>628,077.44</b>	<b>105,387.16</b>	<b>522,690.28</b>
134	roofing district wide							<b>2,000,000.00</b>	<b>1,718,919.30</b>	<b>281,080.70</b>
135	wellness center							<b>1,300,000.00</b>	<b>1,261,421.06</b>	<b>38,578.94</b>
136	track/band project							<b>6,500,000.00</b>	<b>201,000.00</b>	<b>6,299,000.00</b>
171	nurses equipment	0.00	0.00	0.00	0.00	0.00	0.00	<b>43,573.10</b>	<b>10,716.31</b>	<b>32,856.79</b>
172	library budgets	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<b><u>196,662.74</u></b>	<b><u>132,930.03</u></b>	<b><u>63,732.71</u></b>
total		826,616.51	495,468.00	331,148.51	40,152.43	2,626.85	37,525.58	<b>32,321,611.13</b>	<b>17,843,320.10</b>	<b>14,478,291.03</b>

# Patten & Odom, CPAs, PLLC

2101 N. Willow Ave.  
Broken Arrow, OK 74012  
Phone Number 918.250.8838  
FAX Number 918.250.9853

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Dear Administrator:

Please find enclosed the following documents:

Requested hard copies of your school district's 2023-2024 Estimate of Needs and financial statements of the fiscal year 2022-2023 (S.A. & I. Form 2662R1.1.15).

One (1) Publishing Sheet entitled "Financial Statements of the Various Funds for the Fiscal Year ending June 30, 2023, and Estimate of Needs for Fiscal Year ending June 30, 2024, of the Board of Education" (S.A. & I. Form 2662R1.1.15).

After reviewing these enclosures, you will need to have your school board president sign the publishing sheet and have it published in one issue of a legally qualified newspaper (as defined in O.S. 2001; Title 24; Section 106) published in your county. If there is not a newspaper published in your school district, have it published in some legally qualified newspaper of general circulation in your school district. Be sure to request two (2) proof of publication affidavits from your publisher.

Please have your school board president, clerk, and school treasurer sign all copies of the enclosed Estimate of Needs (Form 2662R1.1.15) in the spaces provided on pages 1 and 2. Your clerk should also sign the "Affidavit of Publication" on page 3 of the Estimate of Needs (Form 2662R1.1.15).

After obtaining these signatures on each copy, it is the District's responsibility to distribute them as follows:

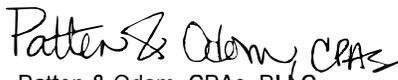
- Two (2) signed copies of the Estimate of Needs, together with attached proof of publication affidavits, should be taken to your local county clerk for appropriate consideration by the County Excise Board.
- One (1) excel copy of the Estimate of Needs should be uploaded to the Oklahoma State Department of Education using OCAS Single Sign-On. There will be an Estimate of Needs tab to upload on the district page. You must also upload a PDF file that contains the required signatures.

(Please note that the Oklahoma State Department of Education does not require their copy of the Estimate of Needs to be signed by the Excise Board, nor do they require an affidavit of publication. It does have to be signed by the school board president, clerk and school treasurer).

- One (1) copy of the Estimate of Needs is your school copy to be kept at your school and used to determine the total amounts of original appropriations to be entered into your software accounting system for 2023-2024.

Thank you for placing your confidence in us. If you have questions, or just want us to go over information contained in this Estimate of Needs, please call.

Sincerely,

  
Patten & Odom, CPAs, PLLC

**School District  
2023-2024 Estimate of Needs  
and  
Financial Statement of the Fiscal Year 2022-2023**

**Board of Education of Owasso Public Schools  
District No. I-11  
County of Tulsa  
State of Oklahoma**

To the Excise Board of said County and State, Greetings:

Pursuant to the requirements of 68 O. S. 2001 Section 3002, we submit herewith, for your consideration the within statement of the financial condition of the Board of Education of Owasso Public Schools, District No. I-11, County of Tulsa, State of Oklahoma for the fiscal year beginning July 1, 2023, and ending June 30, 2024, together with an itemized statement of the estimated Income and Probable Needs of said School District for the ensuing fiscal year. We have separately prepared, executed and submit Financial Statements for the Fiscal Year so terminated, and Estimate of Requirements for the ensuing Fiscal Year, for such Sinking Fund, if any, as pertains to this District for the Bond, Coupon, and Judgment indebtedness, if any, outstanding and unpaid as of June 30, 2024, and also for the Sinking Fund of any disorganized District whose area or the major portion thereof is now embraced within the boundaries of this District; and this Certificate is as applicable thereto as if fully embodied therein. The same have been prepared in conformity with Statute.

Two copies of this Financial Statement and Estimate of Needs should be filed with the County Clerk not later than September 30 for all School Districts. One complete signed copy must be sent to the State Auditor and Inspector, 2300 N. Lincoln Blvd Room 100, Oklahoma City, OK 73105-4801 and one copy will be retained by the County Clerk. If publication may not be had by date required for filing, affidavit and proof of publication are required to be attached within five days after date of filing.

Prepared by: Patten & Odom, CPAs, PLLC

Submitted to the Tulsa County Excise Board

This \_\_\_\_\_ Day of \_\_\_\_\_, 2023

School Board Member's Signatures

Chairman: _____	Clerk: _____
Member: _____	Member: _____
Member: _____	Member: _____
Member: _____	Member: _____
Member: _____	Member: _____
Treasurer _____	

In addition,

1. We, the undersigned, duly elected, qualified and acting officers of the Board of Education of the aforesaid School District located wholly or in major area in the County and State aforesaid, do hereby certify that, at regular session begun at the time provided by law, we carefully considered the reports submitted by the several officers and employees as required by 68 O. S. 2001 Section 3004, carefully considered the statements and estimate of needs heretofore prepared for the purpose of ascertaining any additional or emergency levy necessary for the ensuing fiscal year and revised, corrected or amended the same to disclose the true fiscal condition as of June 30, 2023, and to provide for the needs of the District for the ensuing fiscal year as now ascertained; and we do hereby certify that the within statement of the financial condition is true and correct, and that the within estimates for all purposes for the ensuing fiscal year are reasonably necessary for the proper conduct of the affairs of said School District, and that the statement of Estimated Income from sources other than ad valorem taxes is not in excess of the lawfully authorized ratio of the actual collections from such sources during the previous fiscal year.
2. We further certify that any cash fund balance reported in our Building Fund is required for immediate or cumulative program of construction unless there be attached within a verified copy of a resolution signed by a majority of the members of this Board to the effect the program of building has been completed or abandoned. If attached, then the Excise Board is directed to apply said Balance to reduce Levies in accordance with 62 O. S. 2001, Section 333.
3. We also certify that a levy of 15.000 Mills over and above the number of mills allocated by the County Excise Board will be reasonably necessary for the proper conduct of the affairs of said school district during the fiscal year 2023-2024.
4. We also certify that, after due and legal notice of an election thereon, an emergency levy of 5.000 Mills, over and above the number of mills provided by Law and allocated by the County Excise Board in addition thereto for school purposes, were made permanent by election.
5. We also certify that, after due and legal notice of an election thereon, a local support levy of 10.000 Mills, in addition to the levies hereinbefore provided, were made permanent by election.
6. We also certify that, after due and legal notice of an election thereon, pursuant to Article 10, Section 10, of the Constitution of Oklahoma, an additional levy of 5.000 Mills, were made permanent by election.

Clerk of Board of Education

President of Board of Education

Treasurer of Board of Education

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

Affidavit of Publication

State of Oklahoma, County of Tulsa

I, \_\_\_\_\_, the undersigned duly qualified and acting Clerk of the Board of Education of Owasso Public Schools, School District No. I-11, County and State aforesaid, being first duly sworn according to law, hereby depose and say:

1. That I complied with 68 O. S. 2001 Section 3002, (both independent and dependent) by having the within Financial Statement and Estimate of Needs which was prepared at the time and in the manner provided by law, published as required by law, in a legally-qualified newspaper of general circulation in the district, there being no legally-qualified newspaper published in the school district, as evidenced by a copy of such published statement and estimate together with proof of publication thereof attached hereto marked Exhibit No. 1 and made a part hereof (strike inapplicable phrases).

2. That I complied with currently effective statutes, by having the Notice of Emergency Levy Election and the call for such Election on the date hereinbefore certified by the Governing Board, the Itemized Statements and the Itemized Estimate of the amount necessary for the ensuing fiscal year requiring such emergency levy for the current expense purposes as prepared by the Board of Education duly published or posted, as the case may be, in full compliance with law for this class of school district, and as provided by law duly made public in the manner and at the time provided by law, for this class of district and in all respects according to law, in relation to said election on such emergency levy as hereinbefore certified by said Governing Board.

3. That I complied with the statute by having published or posted (if required for this class of district) the notice of local support levy election, and the call for such election on the date hereinbefore certified by the Board of Education. That the Estimate of Needs as prepared by the Board of Education required such local support levy in addition to other tax levies, to fully meet the current expense purposes of the school district for the ensuing year.

4. That in conformity to resolution by said Board of Education, I caused Notice of Building Fund Levy Election under the provisions of Article 10, Section 10, Oklahoma Constitution, and the Call of such Election on the date hereinbefore certified by the Governing Board, together with Itemized Statements and an Estimate of the amount necessary for the ensuing fiscal year requiring such levy for the purpose of erecting, remodeling or repairing school buildings, and for purchasing school furniture, in said District, published or posted to contain such Notice and Call, fixing the number of voting places and particularly describing each and every such place or places, and fixing the day on which such election should be had after the expiration of such notice, duly published or posted as is required by law for this class of district.

\_\_\_\_\_  
Clerk, Board of Education

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Secretary and Clerk of Excise Board  
Tulsa County, Oklahoma

# Patten & Odom, CPAs, PLLC

2101 N. Willow Ave.  
Broken Arrow, OK 74012  
Phone Number 918.250.8838  
FAX Number 918.250.9853

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## Independent Accountant's Compilation Report

The Honorable Board of Education  
Owasso School District No. I-11  
Tulsa County, Oklahoma

Management is responsible for the accompanying financial statements of Owasso School District No. I-11, Tulsa County, Oklahoma, as of and for the fiscal year ended June 30, 2023 and the Estimate of Needs for the fiscal year ended June 30, 2024, included in the accompanying for (SA&I Form 2662R1.1.15) and the Publication Sheet (SA&I Form 2662R1.1.15) prescribed by the Oklahoma State Auditor and Inspector per 68 OS § 3003.B as defined by rules promulgated by the Oklahoma State Department of Education per 70 OS § 5-134.1.D. We have performed a compilation engagement in accordance with Statements of Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the financial statements included in the accompanying prescribed form nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

### Other Matters

The financial statements, estimate of needs and publication sheet included in the accompanying prescribed forms are presented in accordance with the requirements prescribed by the Office of the Oklahoma State Auditor and Inspector per 68 OS § 3003.B as defined by rules promulgated by the Oklahoma State Department of Education per OS § 5-134.1.D, and are not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

This report is intended solely for the information and use of the Oklahoma State Department of Education, the School District, Tulsa County Excise Board, and for filing with the State Auditor and Inspector and is not intended to be and should not be used by anyone other than these specified parties.

*Patten & Odom, CPAs*

Patten & Odom, CPAs, PLLC  
Broken Arrow, Oklahoma  
September 5, 2023

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GENERAL FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023  
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT 'A'

Schedule 1: Current Balance Sheet for June 30, 2023	
	Amount
<b>ASSETS:</b>	
Cash Balances	\$16,112,706.02
Investments	\$0.00
<b>TOTAL ASSETS</b>	<b>\$16,112,706.02</b>
<b>LIABILITIES AND RESERVES:</b>	
Warrants Outstanding	\$1,639,942.54
Reserve for Interest on Warrants	\$0.00
Reserves From Schedule 8	\$0.00
<b>TOTAL LIABILITIES AND RESERVES</b>	<b>\$1,639,942.54</b>
<b>CASH FUND BALANCE JUNE 30, 2023</b>	<b>\$14,472,763.48</b>
<b>TOTAL LIABILITIES, RESERVES AND CASH FUND BALANCE</b>	<b>\$16,112,706.02</b>

Schedule 2: Revenue and Requirements, 2022-2023		
REVENUE:	Estimated Budget	Actual Revenue & Expenditures
Revenues, Non-Revenue Receipts & Cash Balances (Schedule 6)	\$68,916,578.36	\$83,668,784.73
<b>LESS: REQUIREMENTS:</b>		
Expenditures (Schedule 8)	\$68,916,578.36	\$69,196,021.25
<b>CASH FUND BALANCE JUNE 30, 2023</b>	<b>\$0.00</b>	<b>\$14,472,763.48</b>

Schedule 3: General Fund Cash Accounts of Current and all Prior Years				
CURRENT AND ALL PRIOR YEARS	2022-23	2021-22	PRE-2021	Total
Cash Balance Reported to Excise Board 6-30-22	\$0.00	\$11,100,482.05	\$0.00	\$11,100,482.05
<b>REVENUES, NON-REVENUE RECEIPTS &amp; CASH BALANCE</b>				
Revenues/Non-Rev (Sch 6 Source Codes 1000 to 5999)	\$74,446,485.11	\$0.00	\$0.00	\$74,446,485.11
Cash Balances Transferred (Sch 6 Source Code 6110)	\$9,222,088.02	-\$9,222,088.02	\$0.00	\$0.00
Prior Year Lapsed Appropri (Sch 6 Source Code 6130)	\$0.00	\$0.00	\$0.00	\$0.00
Estopped Warrants (Sch 6 Source Code 6140)	\$211.60	-\$211.60	\$0.00	\$0.00
Interfund Transfers (Sch 6 Source Code 6200)	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL REVENUES, NON-REVENUE RECEIPTS &amp; CASH BALAN</b>	<b>\$83,668,784.73</b>	<b>-\$9,222,299.62</b>	<b>\$0.00</b>	<b>\$74,446,485.11</b>
Warrants Paid of Year in Caption	\$67,558,351.18	\$1,875,909.96	\$0.00	\$69,434,261.14
<b>TOTAL DISBURSEMENTS</b>	<b>\$67,558,351.18</b>	<b>\$1,875,909.96</b>	<b>\$0.00</b>	<b>\$69,434,261.14</b>
<b>CASH &amp; INVESTMENTS BALANCE JUNE 30, 2023</b>	<b>\$16,110,433.55</b>	<b>\$2,272.47</b>	<b>\$0.00</b>	<b>\$16,112,706.02</b>
Reserve for Warrants Outstanding (Schedule 4)	\$1,637,670.07	\$2,272.47	\$0.00	\$1,639,942.54
Reserve for Encumbrances (Schedule 8)	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL LIABILITIES AND RESERVE</b>	<b>\$1,637,670.07</b>	<b>\$2,272.47</b>	<b>\$0.00</b>	<b>\$1,639,942.54</b>
<b>DEFICIT:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>CASH FUND BAL FORWARD TO SUCCEEDING YEAR</b>	<b>\$14,472,763.48</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$14,472,763.48</b>

Schedule 4: General Fund Warrant Accounts of Current and all Prior Years				
CURRENT AND ALL PRIOR YEARS	2022-23	2021-22	PRE-2021	Total
Warrants Outstanding 6-30 of Year in Caption	\$0.00	\$1,878,394.03	\$0.00	\$1,878,394.03
Warrants Registered During Year	\$69,196,021.25	\$0.00	\$0.00	\$69,196,021.25
<b>TOTAL</b>	<b>\$69,196,021.25</b>	<b>\$1,878,394.03</b>	<b>\$0.00</b>	<b>\$71,074,415.28</b>
Warrants Paid During Year	\$67,558,351.18	\$1,875,909.96	\$0.00	\$69,434,261.14
Warrants Converted to Bonds or Judgments	\$0.00	\$0.00	\$0.00	\$0.00
Warrants Estopped by Statute/Canceled	\$0.00	\$211.60	\$0.00	\$211.60
<b>TOTAL WARRANTS RETIRED</b>	<b>\$67,558,351.18</b>	<b>\$1,876,121.56</b>	<b>\$0.00</b>	<b>\$69,434,472.74</b>
<b>BALANCE WARRANTS OUTSTANDING JUNE 30, 2023</b>	<b>\$1,637,670.07</b>	<b>\$2,272.47</b>	<b>\$0.00</b>	<b>\$1,639,942.54</b>

Schedule 5: 2022 Ad Valorem Tax Account		
ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023	0.000 Mills	Amount
2022 Net Valuation Certified to County Excise Board		\$680,872,468.00
Total Proceeds of Levy as Certified		\$24,710,537.96
Additions:		\$0.00
Deductions:		\$0.00
Gross Balance Tax		\$24,710,537.96
Less Reserve for Delinquent Tax		\$2,246,412.54
Reserve for Protests Pending		\$0.00
Balance Available Tax		\$22,464,125.42
Deduct 2022 Tax Apportioned		\$24,332,108.88
<b>Net Balance 2022 Tax in Process of Collection</b>		<b>\$0.00</b>
<b>Excess Collections</b>		<b>\$1,867,983.46</b>

See Accountant's Compilation Report  
GENERAL FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023  
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT 'A'

Schedule 6: Revenue, Non-Revenue Receipts & Cash Balances		
SOURCE	2022-23 Account	
	AMOUNT ESTIMATED	ACTUALLY COLLECTED
<b>1000 DISTRICT SOURCES OF REVENUE:</b>		
1100 TAXES LEVIED/ASSESSED		
1110 Ad Valorem Tax Levy (Current Year)	\$22,464,125.42	\$24,332,108.88
1120 Ad Valorem Tax Levy (Prior Years)	\$0.00	\$1,602,918.40
1130 Revenue In Lieu Of Taxes	\$0.00	\$170.96
1140 Revenue From Local Governmental Units Other Than Leas	\$0.00	\$0.00
1190 Other Taxes	\$0.00	\$0.00
TOTAL TAXES LEVIED/ASSESSED	\$22,464,125.42	\$25,935,198.24
1200 Tuition & Fees	\$0.00	\$0.00
1300 Earnings on Investments and Bond Sales	\$52,391.77	\$415,877.76
1400 Rental, Disposals and Commissions	\$57,715.18	\$14,239.00
1500 Reimbursements	\$42,140.00	\$23,716.24
1600 Other Local Sources of Revenue	\$614,501.69	\$792,993.56
1700 Child Nutrition Programs	\$0.00	\$0.00
1800 Athletics	\$0.00	\$0.00
TOTAL DISTRICT SOURCES OF REVENUE	\$23,230,874.06	\$27,182,024.80
<b>2000 INTERMEDIATE SOURCES OF REVENUE:</b>		
2100 County 4 Mill Ad Valorem Tax	\$2,356,902.59	\$2,900,646.42
2200 County Apportionment (Mortgage Tax)	\$656,534.11	\$513,090.17
2300 Resale of Property Fund Distribution	\$0.00	\$115,462.30
2900 Other Intermediate Sources of Revenue	\$0.00	\$0.00
TOTAL INTERMEDIATE SOURCES OF REVENUE	\$3,013,436.70	\$3,529,198.89
<b>3000 STATE SOURCES OF REVENUE:</b>		
3100 STATE DEDICATED SOURCES OF REVENUE		
3110 Gross Production Tax	\$5,956.81	\$8,789.51
3120 Motor Vehicle Collections	\$3,998,919.67	\$4,159,818.57
3130 Rural Electric Cooperative Tax	\$99,817.45	\$117,924.28
3140 State School Land Earnings	\$1,251,725.81	\$1,473,365.00
3150 Vehicle Tax Stamps	\$20,465.35	\$21,144.97
3160 Farm Implement Tax Stamps	\$0.00	\$0.00
3170 Trailers and Mobile Homes	\$0.00	\$0.00
3190 Other Dedicated Revenue	\$0.00	\$1,429.61
TOTAL STATE DEDICATED SOURCES OF REVENUE	\$5,376,885.09	\$5,782,471.94
3200 STATE AID - NONCATEGORICAL		
3210 Foundation and Salary Incentive Aid	\$21,976,601.46	\$24,651,720.48
3220 Mid-Term Adjustment For Attendance	\$0.00	\$0.00
3230 Teacher Consultant Stipend	\$0.00	\$0.00
3240 Disaster Assistance	\$0.00	\$0.00
3250 Flexible Benefit Allowance	\$5,972,370.34	\$5,976,913.48
TOTAL STATE AID - NONCATEGORICAL	\$27,948,971.80	\$30,628,633.96
3300 State Aid - Competitive Grants - Categorical	\$124,322.69	\$144,963.49
3400 State - Categorical	\$0.00	\$857,325.99
3500 Special Programs	\$0.00	\$0.00
3600 Other State Sources of Revenue	\$0.00	\$69,895.82
3700 Child Nutrition Program	\$0.00	\$0.00
3800 State Vocational Programs - Multi-Source	\$0.00	\$81,078.62
TOTAL STATE SOURCES OF REVENUE	\$33,450,179.58	\$37,564,369.82
<b>4000 FEDERAL SOURCES OF REVENUE:</b>		
4100 Grants-In-Aid Direct From The Federal Government	\$0.00	\$507,055.91
4200 Disadvantaged Students	\$0.00	\$970,564.18
4300 Individuals With Disabilities	\$0.00	\$1,901,569.63
4400 No Child Left Behind	\$0.00	\$66,666.91
4500 Grants-In-Aid Passed Through Other State/Intermediate Sources	\$0.00	\$58,445.59
4600 Other Federal Sources Passed Through State Dept Of Education	\$0.00	\$2,616,166.58
4700 Child Nutrition Programs	\$0.00	\$0.00
4800 Federal Vocational Education	\$0.00	\$0.00
TOTAL FEDERAL SOURCES OF REVENUE	\$0.00	\$6,120,468.80
<b>5000 NON-REVENUE RECEIPTS:</b>	\$0.00	\$50,422.80
TOTAL NON-REVENUE RECEIPTS	\$0.00	\$50,422.80
<b>6000 BALANCE SHEET ACCOUNTS:</b>		
6100 CASH ACCOUNTS		
6110 Cash Forward	\$9,222,088.02	\$9,222,088.02
6130 Prior-Year Lapsed Appropriations (Schedule 6)	\$0.00	\$0.00
6140 Estopped Warrants by Statute	\$0.00	\$211.60
TOTAL CASH ACCOUNTS	\$9,222,088.02	\$9,222,299.62
6200 Interfund Transfers	\$0.00	\$0.00
TOTAL BALANCE SHEET ACCOUNTS	\$9,222,088.02	\$9,222,299.62
<b>GRAND TOTAL</b>	<b>\$68,916,578.36</b>	<b>\$83,668,784.73</b>

GENERAL FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023  
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT 'A'

Schedule 6: Revenue, Non-Revenue Receipts & Cash Balances (Continued)				
SOURCE	2022-23 Account	BASIS AND LIMIT OF ENSUING ESTIMATE	ESTIMATED BY GOVERNING BOARD	APPROVED BY EXCISE BOARD
	OVER/UNDER			
<b>1000 DISTRICT SOURCES OF REVENUE:</b>				
1100 TAXES LEVIED/ASSESSED				
1110 Ad Valorem Tax Levy (Current Year)	\$1,867,983.46	100.19%	\$24,378,111.56	\$24,378,111.56
1120 Ad Valorem Tax Levy (Prior Years)	\$1,602,918.40	0.00%	\$0.00	\$0.00
1130 Revenue In Lieu Of Taxes	\$170.96	0.00%	\$0.00	\$0.00
1140 Revenue From Local Governmental Units Other Than Leas	\$0.00	0.00%	\$0.00	\$0.00
1190 Other Taxes	\$0.00	0.00%	\$0.00	\$0.00
TOTAL TAXES LEVIED/ASSESSED	\$3,471,072.82		\$24,378,111.56	\$24,378,111.56
1200 Tuition & Fees	\$0.00	0.00%	\$0.00	\$0.00
1300 Earnings on Investments and Bond Sales	\$363,485.99	72.14%	\$300,000.00	\$300,000.00
1400 Rental, Disposals and Commissions	-\$43,476.18	0.00%	\$0.00	\$0.00
1500 Reimbursements	-\$18,423.76	0.00%	\$0.00	\$0.00
1600 Other Local Sources of Revenue	\$178,491.87	75.66%	\$600,000.00	\$600,000.00
1700 Child Nutrition Programs	\$0.00	0.00%	\$0.00	\$0.00
1800 Athletics	\$0.00	0.00%	\$0.00	\$0.00
TOTAL DISTRICT SOURCES OF REVENUE	\$3,951,150.74		\$25,278,111.56	\$25,278,111.56
<b>2000 INTERMEDIATE SOURCES OF REVENUE:</b>				
2100 County 4 Mill Ad Valorem Tax	\$543,743.84	90.00%	\$2,610,581.78	\$2,610,581.78
2200 County Apportionment (Mortgage Tax)	-\$143,443.94	90.00%	\$461,781.15	\$461,781.15
2300 Resale of Property Fund Distribution	\$115,462.30	0.00%	\$0.00	\$0.00
2900 Other Intermediate Sources of Revenue	\$0.00	0.00%	\$0.00	\$0.00
TOTAL INTERMEDIATE SOURCES OF REVENUE	\$515,762.20		\$3,072,362.93	\$3,072,362.93
<b>3000 STATE SOURCES OF REVENUE:</b>				
3100 STATE DEDICATED SOURCES OF REVENUE:				
3110 Gross Production Tax	\$2,832.70	90.00%	\$7,910.56	\$7,910.56
3120 Motor Vehicle Collections	\$160,898.90	90.00%	\$3,743,836.71	\$3,743,836.71
3130 Rural Electric Cooperative Tax	\$18,106.83	90.00%	\$106,131.85	\$106,131.85
3140 State School Land Earnings	\$221,639.19	90.00%	\$1,326,028.50	\$1,326,028.50
3150 Vehicle Tax Stamps	\$679.62	90.00%	\$19,030.47	\$19,030.47
3160 Farm Implement Tax Stamps	\$0.00	0.00%	\$0.00	\$0.00
3170 Trailers and Mobile Homes	\$0.00	0.00%	\$0.00	\$0.00
3190 Other Dedicated Revenue	\$1,429.61	0.00%	\$0.00	\$0.00
TOTAL STATE DEDICATED SOURCES OF REVENUE	\$405,586.85		\$5,202,938.09	\$5,202,938.09
3200 STATE AID - NONCATEGORICAL				
3210 Foundation and Salary Incentive Aid	\$2,675,119.02	122.24%	\$30,135,235.04	\$30,135,235.04
3220 Mid-Term Adjustment For Attendance	\$0.00	0.00%	\$0.00	\$0.00
3230 Teacher Consultant Stipend	\$0.00	0.00%	\$0.00	\$0.00
3240 Disaster Assistance	\$0.00	0.00%	\$0.00	\$0.00
3250 Flexible Benefit Allowance	\$4,543.14	105.64%	\$6,314,186.28	\$6,314,186.28
TOTAL STATE AID - NONCATEGORICAL	\$2,679,662.16		\$36,449,421.32	\$36,449,421.32
3300 State Aid - Competitive Grants - Categorical	\$20,640.80	0.00%	\$0.00	\$0.00
3400 State - Categorical	\$857,325.99	74.03%	\$634,712.46	\$634,712.46
3500 Special Programs	\$0.00	0.00%	\$0.00	\$0.00
3600 Other State Sources of Revenue	\$69,895.82	0.00%	\$0.00	\$0.00
3700 Child Nutrition Program	\$0.00	0.00%	\$0.00	\$0.00
3800 State Vocational Programs - Multi-Source	\$81,078.62	124.77%	\$101,160.00	\$101,160.00
TOTAL STATE SOURCES OF REVENUE	\$4,114,190.24		\$42,388,231.87	\$42,388,231.87
<b>4000 FEDERAL SOURCES OF REVENUE:</b>				
4100 Grants-In-Aid Direct From The Federal Government	\$507,055.91	77.62%	\$393,596.00	\$393,596.00
4200 Disadvantaged Students	\$970,564.18	120.78%	\$1,172,243.63	\$1,172,243.63
4300 Individuals With Disabilities	\$1,901,569.63	105.01%	\$1,996,894.66	\$1,996,894.66
4400 No Child Left Behind	\$66,666.91	88.54%	\$59,024.87	\$59,024.87
4500 Grants-In-Aid Passed Through Other State/Intermediate Sources	\$58,445.59	0.00%	\$0.00	\$0.00
4600 Other Federal Sources Passed Through State Dept Of Education	\$2,616,166.58	35.72%	\$934,510.85	\$934,510.85
4700 Child Nutrition Programs	\$0.00	0.00%	\$0.00	\$0.00
4800 Federal Vocational Education	\$0.00	0.00%	\$0.00	\$0.00
TOTAL FEDERAL SOURCES OF REVENUE	\$6,120,468.80		\$4,556,270.01	\$4,556,270.01
<b>5000 NON-REVENUE RECEIPTS:</b>				
TOTAL NON-REVENUE RECEIPTS	\$50,422.80	0.00%	\$0.00	\$0.00
<b>6000 BALANCE SHEET ACCOUNTS:</b>				
6100 CASH ACCOUNTS				
6110 Cash Forward	\$0.00	156.94%	\$14,472,763.48	\$14,472,763.48
6130 Prior-Year Lapsed Appropriations (Schedule 6)	\$0.00	0.00%	\$0.00	\$0.00
6140 Estopped Warrants by Statute	\$211.60	0.00%	\$0.00	\$0.00
TOTAL CASH ACCOUNTS	\$211.60		\$14,472,763.48	\$14,472,763.48
6200 Interfund Transfers	\$0.00	0.00%	\$0.00	\$0.00
TOTAL BALANCE SHEET ACCOUNTS	\$211.60		\$14,472,763.48	\$14,472,763.48
<b>GRAND TOTAL</b>	<b>\$14,752,206.37</b>		<b>\$89,767,739.85</b>	<b>\$89,767,739.85</b>

GENERAL FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023  
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT 'A'

Schedule 7: Report of Prior Year Warrants Issued From Reserves			
FISCAL YEAR ENDING JUNE 30, 2022			
	RESERVES 06-30-2022	WARRANTS ISSUED SINCE	BALANCE LAPSED
<b>TOTAL PRIOR YEAR RESERVES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Schedule 8: Report of Current Year Expenditures			
FISCAL YEAR ENDING JUNE 30, 2023			
APPROPRIATED ACCOUNTS	APPROPRIATIONS		
	ORIGINAL	SUPPLEMENTAL ADJUSTMENTS	FINAL APPROPRIATIONS
<b>1000 INSTRUCTION</b>	\$41,148,824.32	\$5,166,131.24	\$46,314,955.56
<b>2000 SUPPORT SERVICES:</b>			
2100 Support Services - Students	\$6,310,472.57	\$0.00	\$6,310,472.57
2200 Support Services - Instructional Staff	\$3,136,112.75	\$0.00	\$3,136,112.75
2300 Support Services - General Administration	\$1,842,936.80	\$0.00	\$1,842,936.80
2400 Support Services - School Administration	\$4,997,081.29	\$0.00	\$4,997,081.29
2500 Support Services - Business	\$2,300,794.13	\$0.00	\$2,300,794.13
2600 Operations And Maintenance of Plant Services	\$4,678,239.53	\$0.00	\$4,678,239.53
2700 Student Transportation Services	\$4,444,455.07	\$0.00	\$4,444,455.07
TOTAL SUPPORT SERVICES	\$27,710,092.14	\$0.00	\$27,710,092.14
<b>3000 OPERATION OF NON-INSTRUCTION SERVICES:</b>			
3100 Child Nutrition Programs Operations	\$0.00	\$0.00	\$0.00
3200 Other Enterprise Service Operations	\$0.00	\$0.00	\$0.00
3300 Community Services Operations	\$36,557.73	\$0.00	\$36,557.73
TOTAL OPERATION OF NON-INSTRUCTIONAL SERVICES	\$36,557.73	\$0.00	\$36,557.73
<b>4000 FACILITIES ACQUISITION &amp; CONSTRUCTION SERVICES:</b>			
4200 Land Acquisition Services	\$0.00	\$0.00	\$0.00
4300 Land Improvement Services	\$0.00	\$0.00	\$0.00
4400 Architecture and Engineering Services	\$0.00	\$0.00	\$0.00
4500 Educational Specifications Development Services	\$0.00	\$0.00	\$0.00
4600 Building Acquisition and Construction Services	\$0.00	\$0.00	\$0.00
4700 Building Improvement Services	\$0.00	\$0.00	\$0.00
TOTAL FACILITIES ACQUISITION & CONST. SERVICES	\$0.00	\$0.00	\$0.00
<b>5000 OTHER OUTLAYS:</b>			
5100 Debt Service	\$0.00	\$0.00	\$0.00
5200 Fund Transfer/Reimbursement (Child Nutrition Fund)	\$0.00	\$0.00	\$0.00
5300 Clearing Account	\$0.00	\$0.00	\$0.00
5400 Indirect Cost Entitlement	\$0.00	\$0.00	\$0.00
5500 Private Nonprofit Schools	\$10,645.00	\$0.00	\$10,645.00
5600 Correcting Entry	\$10,459.17	\$0.00	\$10,459.17
5800 Charter School Reimbursement	\$0.00	\$0.00	\$0.00
5900 Arbitrage	\$0.00	\$0.00	\$0.00
TOTAL OTHER OUTLAYS	\$21,104.17	\$0.00	\$21,104.17
<b>7000 OTHER USES / UNBUDGETED ITEMS:</b>	\$0.00	\$0.00	\$0.00
<b>8000 REPAYMENTS:</b>	\$0.00	\$0.00	\$0.00
<b>TOTAL GENERAL FUND 2022-23 FISCAL YEAR</b>	<b>\$68,916,578.36</b>	<b>\$5,166,131.24</b>	<b>\$74,082,709.60</b>

GENERAL FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023  
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT 'A'

Schedule 8: Report of Current Year Expenditures (Continued)				
FISCAL YEAR ENDING JUNE 30, 2023				2022-2023
APPROPRIATED ACCOUNTS	WARRANTS ISSUED	RESERVES	LAPSED BALANCE KNOWN TO BE UNENCUMBERED	EXPENDITURES FOR CURRENT EXPENSE PURPOSES
<b>1000 INSTRUCTION:</b>	\$41,428,267.21	\$0.00	\$4,886,688.35	\$41,428,267.21
<b>2000 SUPPORT SERVICES:</b>				
2100 Support Services - Students	\$6,310,472.57	\$0.00	\$0.00	\$6,310,472.57
2200 Support Services - Instructional Staff	\$3,136,112.75	\$0.00	\$0.00	\$3,136,112.75
2300 Support Services - General Administration	\$1,842,936.80	\$0.00	\$0.00	\$1,842,936.80
2400 Support Services - School Administration	\$4,997,081.29	\$0.00	\$0.00	\$4,997,081.29
2500 Support Services - Business	\$2,300,794.13	\$0.00	\$0.00	\$2,300,794.13
2600 Operations And Maintenance of Plant Services	\$4,678,239.53	\$0.00	\$0.00	\$4,678,239.53
2700 Student Transportation Services	\$4,444,455.07	\$0.00	\$0.00	\$4,444,455.07
<b>TOTAL SUPPORT SERVICES</b>	<b>\$27,710,092.14</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$27,710,092.14</b>
<b>3000 OPERATION OF NON-INSTRUCTION SERVICES:</b>				
3100 Child Nutrition Programs Operations	\$0.00	\$0.00	\$0.00	\$0.00
3200 Other Enterprise Service Operations	\$0.00	\$0.00	\$0.00	\$0.00
3300 Community Services Operations	\$36,557.73	\$0.00	\$0.00	\$36,557.73
<b>TOTAL OPERATION OF NON-INSTRUCTIONAL SERVICES</b>	<b>\$36,557.73</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$36,557.73</b>
<b>4000 FACILITIES ACQUISITION &amp; CONSTRUCTION SERVICES:</b>				
4200 Land Acquisition Services	\$0.00	\$0.00	\$0.00	\$0.00
4300 Land Improvement Services	\$0.00	\$0.00	\$0.00	\$0.00
4400 Architecture and Engineering Services	\$0.00	\$0.00	\$0.00	\$0.00
4500 Educational Specifications Development Services	\$0.00	\$0.00	\$0.00	\$0.00
4600 Building Acquisition and Construction Services	\$0.00	\$0.00	\$0.00	\$0.00
4700 Building Improvement Services	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL FACILITIES ACQUISITION &amp; CONST. SERVICES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>5000 OTHER OUTLAYS:</b>				
5100 Debt Service	\$0.00	\$0.00	\$0.00	\$0.00
5200 Fund Transfer/Reimbursement (Child Nutrition Fund)	\$0.00	\$0.00	\$0.00	\$0.00
5300 Clearing Account	\$0.00	\$0.00	\$0.00	\$0.00
5400 Indirect Cost Entitlement	\$0.00	\$0.00	\$0.00	\$0.00
5500 Private Nonprofit Schools	\$10,645.00	\$0.00	\$0.00	\$10,645.00
5600 Correcting Entry	\$10,459.17	\$0.00	\$0.00	\$10,459.17
5800 Charter School Reimbursement	\$0.00	\$0.00	\$0.00	\$0.00
5900 Arbitrage	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL OTHER OUTLAYS</b>	<b>\$21,104.17</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$21,104.17</b>
<b>7000 OTHER USES / UNBUDGETED ITEMS:</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>8000 REPAYMENTS:</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL GENERAL FUND 2022-23 FISCAL YEAR</b>	<b>\$69,196,021.25</b>	<b>\$0.00</b>	<b>\$4,886,688.35</b>	<b>\$69,196,021.25</b>

ESTIMATE OF NEEDS FOR THE FISCAL YEAR 2023-24		Estimate of Needs by	Approved by
PURPOSE:		Governing Board	County Excise Board
Current Expense		\$89,767,739.85	\$89,767,739.85
Pro rata share of County Assessor's Budget as determined by County Excise Board		\$0.00	\$0.00
<b>GRAND TOTAL - Home School</b>		<b>\$89,767,739.85</b>	<b>\$89,767,739.85</b>

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BUILDING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023  
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT 'C'

Schedule 1: Current Balance Sheet for June 30, 2023		Amount
<b>ASSETS:</b>		
Cash Balances		\$3,690,304.65
Investments		\$0.00
<b>TOTAL ASSETS</b>		<b>\$3,690,304.65</b>
<b>LIABILITIES AND RESERVES:</b>		
Warrants Outstanding		\$203,449.96
Reserve for Interest on Warrants		\$0.00
Reserves From Schedule 8		\$0.00
<b>TOTAL LIABILITIES AND RESERVES</b>		<b>\$203,449.96</b>
<b>CASH FUND BALANCE JUNE 30, 2023</b>		<b>\$3,486,854.69</b>
<b>TOTAL LIABILITIES, RESERVES AND CASH FUND BALANCE</b>		<b>\$3,690,304.65</b>

Schedule 2: Revenue and Requirements, 2022-2023		
REVENUE:	Estimated Budget	Actual Revenue & Expenditures
Revenues, Non-Revenue Receipts & Cash Balances (Schedule 6)	\$7,537,477.44	\$8,314,623.95
<b>LESS: REQUIREMENTS:</b>		
Expenditures (Schedule 8)	\$7,537,477.44	\$4,827,769.26
<b>CASH FUND BALANCE JUNE 30, 2023</b>	<b>\$0.00</b>	<b>\$3,486,854.69</b>

Schedule 3: Building Fund Cash Accounts of Current and all Prior Years				
CURRENT AND ALL PRIOR YEARS	2022-23	2021-22	PRE-2021	Total
Cash Balance Reported to Excise Board 6-30-22	\$0.00	\$3,395,900.37	\$0.00	\$3,395,900.37
<b>REVENUES, NON-REVENUE RECEIPTS &amp; CASH BALANCE</b>				
Revenues/Non-Rev (Sch 6 Source Codes 1000 to 5999)	\$4,986,589.39	\$0.00	\$0.00	\$4,986,589.39
Cash Balances Transferred (Sch 6 Source Code 6110)	\$3,328,034.56	-\$3,328,034.56	\$0.00	\$0.00
Prior Year Lapsed Appropri (Sch 6 Source Code 6130)	\$0.00	\$0.00	\$0.00	\$0.00
Estopped Warrants (Sch 6 Source Code 6140)	\$0.00	\$0.00	\$0.00	\$0.00
Interfund Transfers (Sch 6 Source Code 6200)	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL REVENUES, NON-REVENUE RECEIPTS &amp; CASH BALAN</b>	<b>\$8,314,623.95</b>	<b>-\$3,328,034.56</b>	<b>\$0.00</b>	<b>\$4,986,589.39</b>
Warrants Paid of Year in Caption	\$4,624,319.30	\$67,865.81	\$0.00	\$4,692,185.11
<b>TOTAL DISBURSEMENTS</b>	<b>\$4,624,319.30</b>	<b>\$67,865.81</b>	<b>\$0.00</b>	<b>\$4,692,185.11</b>
<b>CASH &amp; INVESTMENTS BALANCE JUNE 30, 2023</b>	<b>\$3,690,304.65</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,690,304.65</b>
Reserve for Warrants Outstanding (Schedule 4)	\$203,449.96	\$0.00	\$0.00	\$203,449.96
Reserve for Encumbrances (Schedule 8)	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL LIABILITIES AND RESERVE</b>	<b>\$203,449.96</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$203,449.96</b>
<b>DEFICIT:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>CASH FUND BAL FORWARD TO SUCCEEDING YEAR</b>	<b>\$3,486,854.69</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,486,854.69</b>

Schedule 4: Building Fund Warrant Accounts of Current and all Prior Years				
CURRENT AND ALL PRIOR YEARS	2022-23	2021-22	PRE-2021	Total
Warrants Outstanding 6-30 of Year in Caption	\$0.00	\$67,865.81	\$0.00	\$67,865.81
Warrants Registered During Year	\$4,827,769.26	\$0.00	\$0.00	\$4,827,769.26
<b>TOTAL</b>	<b>\$4,827,769.26</b>	<b>\$67,865.81</b>	<b>\$0.00</b>	<b>\$4,895,635.07</b>
Warrants Paid During Year	\$4,624,319.30	\$67,865.81	\$0.00	\$4,692,185.11
Warrants Converted to Bonds or Judgments	\$0.00	\$0.00	\$0.00	\$0.00
Warrants Estopped by Statute/Canceled	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL WARRANTS RETIRED</b>	<b>\$4,624,319.30</b>	<b>\$67,865.81</b>	<b>\$0.00</b>	<b>\$4,692,185.11</b>
<b>BALANCE WARRANTS OUTSTANDING JUNE 30, 2023</b>	<b>\$203,449.96</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$203,449.96</b>

Schedule 5: 2022 Ad Valorem Tax Account		
ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023	0.000 Mills	Amount
2022 Net Valuation Certified to County Excise Board		\$680,872,468.00
Total Proceeds of Levy as Certified		\$3,530,387.17
Additions:		\$0.00
Deductions:		\$0.00
Gross Balance Tax		\$3,530,387.17
Less Reserve for Delinquent Tax		\$320,944.29
Reserve for Protests Pending		\$0.00
Balance Available Tax		\$3,209,442.88
Deduct 2022 Tax Apportioned		\$3,476,322.03
<b>Net Balance 2022 Tax in Process of Collection</b>		<b>\$0.00</b>
<b>Excess Collections</b>		<b>\$266,879.15</b>

BUILDING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023  
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT 'C'

Schedule 6: Revenue, Non-Revenue Receipts & Cash Balances		
SOURCE	2022-23 Account	
	AMOUNT ESTIMATED	ACTUALLY COLLECTED
<b>1000 DISTRICT SOURCES OF REVENUE:</b>		
1100 TAXES LEVIED/ASSESSED		
1110 Ad Valorem Tax Levy (Current Year)	\$3,209,442.88	\$3,476,322.03
1120 Ad Valorem Tax Levy (Prior Years)	\$0.00	\$228,991.48
1130 Revenue In Lieu Of Taxes	\$0.00	\$24.43
1140 Revenue From Local Governmental Units Other Than Leas	\$0.00	\$0.00
1190 Other Taxes	\$0.00	\$0.00
TOTAL TAXES LEVIED/ASSESSED	\$3,209,442.88	\$3,705,337.94
1200 Tuition & Fees	\$0.00	\$0.00
1300 Earnings on Investments and Bond Sales	\$0.00	\$65,947.43
1400 Rental, Disposals and Commissions	\$0.00	\$45,805.00
1500 Reimbursements	\$0.00	\$167,372.47
1600 Other Local Sources of Revenue	\$0.00	\$0.00
1700 Child Nutrition Programs	\$0.00	\$0.00
1800 Athletics	\$0.00	\$0.00
TOTAL DISTRICT SOURCES OF REVENUE	\$3,209,442.88	\$3,984,462.84
<b>2000 INTERMEDIATE SOURCES OF REVENUE</b>		
2100 County 4 Mill Ad Valorem Tax	\$0.00	\$0.00
2200 County Apportionment (Mortgage Tax)	\$0.00	\$0.00
2300 Resale of Property Fund Distribution	\$0.00	\$0.00
2900 Other Intermediate Sources of Revenue	\$0.00	\$0.00
TOTAL INTERMEDIATE SOURCES OF REVENUE	\$0.00	\$0.00
<b>3000 STATE SOURCES OF REVENUE:</b>		
3100 STATE DEDICATED SOURCES OF REVENUE		
3110 Gross Production Tax	\$0.00	\$0.00
3120 Motor Vehicle Collections	\$0.00	\$0.00
3130 Rural Electric Cooperative Tax	\$0.00	\$0.00
3140 State School Land Earnings	\$0.00	\$0.00
3150 Vehicle Tax Stamps	\$0.00	\$0.00
3160 Farm Implement Tax Stamps	\$0.00	\$0.00
3170 Trailers and Mobile Homes	\$0.00	\$0.00
3190 Other Dedicated Revenue	\$0.00	\$0.00
TOTAL STATE DEDICATED SOURCES OF REVENUE	\$0.00	\$0.00
3200 STATE AID - NONCATEGORICAL		
3210 Foundation and Salary Incentive Aid	\$0.00	\$0.00
3220 Mid-Term Adjustment For Attendance	\$0.00	\$0.00
3230 Teacher Consultant Stipend	\$0.00	\$0.00
3240 Disaster Assistance	\$0.00	\$0.00
3250 Flexible Benefit Allowance	\$0.00	\$0.00
TOTAL STATE AID - NONCATEGORICAL	\$0.00	\$0.00
3300 State Aid - Competitive Grants - Categorical	\$0.00	\$0.00
3400 State - Categorical	\$0.00	\$0.00
3500 Special Programs	\$0.00	\$0.00
3600 Other State Sources of Revenue	\$0.00	\$3.79
3700 Child Nutrition Program	\$0.00	\$0.00
3800 State Vocational Programs - Multi-Source	\$0.00	\$0.00
TOTAL STATE SOURCES OF REVENUE	\$0.00	\$3.79
<b>4000 FEDERAL SOURCES OF REVENUE:</b>		
4100 Grants-In-Aid Direct From The Federal Government	\$0.00	\$0.00
4200 Disadvantaged Students	\$0.00	\$0.00
4300 Individuals With Disabilities	\$0.00	\$0.00
4400 No Child Left Behind	\$0.00	\$0.00
4500 Grants-In-Aid Passed Through Other State/Intermediate Sources	\$0.00	\$0.00
4600 Other Federal Sources Passed Through State Dept Of Education	\$1,000,000.00	\$1,001,698.53
4700 Child Nutrition Programs	\$0.00	\$0.00
4800 Federal Vocational Education	\$0.00	\$0.00
TOTAL FEDERAL SOURCES OF REVENUE	\$1,000,000.00	\$1,001,698.53
<b>5000 NON-REVENUE RECEIPTS:</b>		
TOTAL NON-REVENUE RECEIPTS	\$0.00	\$424.23
<b>6000 BALANCE SHEET ACCOUNTS</b>		
6100 CASH ACCOUNTS		
6110 Cash Forward	\$3,328,034.56	\$3,328,034.56
6130 Prior-Year Lapsed Appropriations (Schedule 6)	\$0.00	\$0.00
6140 Estopped Warrants by Statute	\$0.00	\$0.00
TOTAL CASH ACCOUNTS	\$3,328,034.56	\$3,328,034.56
6200 Interfund Transfers	\$0.00	\$0.00
TOTAL BALANCE SHEET ACCOUNTS	\$3,328,034.56	\$3,328,034.56
<b>GRAND TOTAL</b>	<b>\$7,537,477.44</b>	<b>\$8,314,623.95</b>

BUILDING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023  
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT 'C'

Schedule 6: Revenue, Non-Revenue Receipts & Cash Balances (Continued)				
SOURCE	2022-23 Account	BASIS AND LIMIT OF ENSUING	ESTIMATED BY GOVERNING BOARD	APPROVED BY EXCISE BOARD
	OVER/UNDER			
<b>1000 DISTRICT SOURCES OF REVENUE:</b>				
1100 TAXES LEVIED/ASSESSED				
1110 Ad Valorem Tax Levy (Current Year)	\$266,879.15	100.19%	\$3,482,889.66	\$3,482,889.66
1120 Ad Valorem Tax Levy (Prior Years)	\$228,991.48	0.00%	\$0.00	\$0.00
1130 Revenue In Lieu Of Taxes	\$24.43	0.00%	\$0.00	\$0.00
1140 Revenue From Local Governmental Units Other Than Leas	\$0.00	0.00%	\$0.00	\$0.00
1190 Other Taxes	\$0.00	0.00%	\$0.00	\$0.00
TOTAL TAXES LEVIED/ASSESSED	\$495,895.06		\$3,482,889.66	\$3,482,889.66
1200 Tuition & Fees	\$0.00	0.00%	\$0.00	\$0.00
1300 Earnings on Investments and Bond Sales	\$65,947.43	0.00%	\$0.00	\$0.00
1400 Rental, Disposals and Commissions	\$45,805.00	0.00%	\$0.00	\$0.00
1500 Reimbursements	\$167,372.47	0.00%	\$0.00	\$0.00
1600 Other Local Sources of Revenue	\$0.00	0.00%	\$0.00	\$0.00
1700 Child Nutrition Programs	\$0.00	0.00%	\$0.00	\$0.00
1800 Athletics	\$0.00	0.00%	\$0.00	\$0.00
TOTAL DISTRICT SOURCES OF REVENUE	\$775,019.96		\$3,482,889.66	\$3,482,889.66
<b>2000 INTERMEDIATE SOURCES OF REVENUE</b>				
2100 County 4 Mill Ad Valorem Tax	\$0.00	0.00%	\$0.00	\$0.00
2200 County Apportionment (Mortgage Tax)	\$0.00	0.00%	\$0.00	\$0.00
2300 Resale of Property Fund Distribution	\$0.00	0.00%	\$0.00	\$0.00
2900 Other Intermediate Sources of Revenue	\$0.00	0.00%	\$0.00	\$0.00
TOTAL INTERMEDIATE SOURCES OF REVENUE	\$0.00		\$0.00	\$0.00
<b>3000 STATE SOURCES OF REVENUE:</b>				
3100 STATE DEDICATED SOURCES OF REVENUE:				
3110 Gross Production Tax	\$0.00	0.00%	\$0.00	\$0.00
3120 Motor Vehicle Collections	\$0.00	0.00%	\$0.00	\$0.00
3130 Rural Electric Cooperative Tax	\$0.00	0.00%	\$0.00	\$0.00
3140 State School Land Earnings	\$0.00	0.00%	\$0.00	\$0.00
3150 Vehicle Tax Stamps	\$0.00	0.00%	\$0.00	\$0.00
3160 Farm Implement Tax Stamps	\$0.00	0.00%	\$0.00	\$0.00
3170 Trailers and Mobile Homes	\$0.00	0.00%	\$0.00	\$0.00
3190 Other Dedicated Revenue	\$0.00	0.00%	\$0.00	\$0.00
TOTAL STATE DEDICATED SOURCES OF REVENUE	\$0.00		\$0.00	\$0.00
3200 STATE AID - NONCATEGORICAL				
3210 Foundation and Salary Incentive Aid	\$0.00	0.00%	\$0.00	\$0.00
3220 Mid-Term Adjustment For Attendance	\$0.00	0.00%	\$0.00	\$0.00
3230 Teacher Consultant Stipend	\$0.00	0.00%	\$0.00	\$0.00
3240 Disaster Assistance	\$0.00	0.00%	\$0.00	\$0.00
3250 Flexible Benefit Allowance	\$0.00	0.00%	\$0.00	\$0.00
TOTAL STATE AID - NONCATEGORICAL	\$0.00		\$0.00	\$0.00
3300 State Aid - Competitive Grants - Categorical	\$0.00	0.00%	\$0.00	\$0.00
3400 State - Categorical	\$0.00	0.00%	\$0.00	\$0.00
3500 Special Programs	\$0.00	0.00%	\$0.00	\$0.00
3600 Other State Sources of Revenue	\$3.79	0.00%	\$0.00	\$0.00
3700 Child Nutrition Program	\$0.00	0.00%	\$0.00	\$0.00
3800 State Vocational Programs - Multi-Source	\$0.00	0.00%	\$0.00	\$0.00
TOTAL STATE SOURCES OF REVENUE	\$3.79		\$0.00	\$0.00
<b>4000 FEDERAL SOURCES OF REVENUE:</b>				
4100 Grants-In-Aid Direct From The Federal Government	\$0.00	0.00%	\$0.00	\$0.00
4200 Disadvantaged Students	\$0.00	0.00%	\$0.00	\$0.00
4300 Individuals With Disabilities	\$0.00	0.00%	\$0.00	\$0.00
4400 No Child Left Behind	\$0.00	0.00%	\$0.00	\$0.00
4500 Grants-In-Aid Passed Through Other State/Intermediate Sources	\$0.00	0.00%	\$0.00	\$0.00
4600 Other Federal Sources Passed Through State Dept Of Education	\$1,698.53	0.00%	\$0.00	\$0.00
4700 Child Nutrition Programs	\$0.00	0.00%	\$0.00	\$0.00
4800 Federal Vocational Education	\$0.00	0.00%	\$0.00	\$0.00
TOTAL FEDERAL SOURCES OF REVENUE	\$1,698.53		\$0.00	\$0.00
<b>5000 NON-REVENUE RECEIPTS:</b>				
TOTAL NON-REVENUE RECEIPTS	\$424.23	0.00%	\$0.00	\$0.00
<b>6000 BALANCE SHEET ACCOUNTS</b>				
6100 CASH ACCOUNTS				
6110 Cash Forward	\$0.00	104.77%	\$3,486,854.69	\$3,486,854.69
6130 Prior-Year Lapsed Appropriations (Schedule 6)	\$0.00	0.00%	\$0.00	\$0.00
6140 Estopped Warrants by Statute	\$0.00	0.00%	\$0.00	\$0.00
TOTAL CASH ACCOUNTS	\$0.00		\$3,486,854.69	\$3,486,854.69
6200 Interfund Transfers	\$0.00	0.00%	\$0.00	\$0.00
TOTAL BALANCE SHEET ACCOUNTS	\$0.00		\$3,486,854.69	\$3,486,854.69
<b>GRAND TOTAL</b>	<b>\$777,146.51</b>		<b>\$6,969,744.35</b>	<b>\$6,969,744.35</b>

BUILDING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023  
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT 'C'

Schedule 7: Report of Prior Year Warrants Issued From Reserves			
FISCAL YEAR ENDING JUNE 30, 2022			
	RESERVES 06-30-2022	WARRANTS ISSUED SINCE	BALANCE LAPSED
<b>TOTAL PRIOR YEAR RESERVES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Schedule 8: Report of Current Year Expenditures			
FISCAL YEAR ENDING JUNE 30, 2023			
APPROPRIATED ACCOUNTS	APPROPRIATIONS		
	ORIGINAL	SUPPLEMENTAL ADJUSTMENTS	FINAL APPROPRIATIONS
<b>1000 INSTRUCTION:</b>	\$0.00	\$0.00	\$0.00
<b>2000 SUPPORT SERVICES:</b>			
2100 Support Services - Students	\$0.00	\$0.00	\$0.00
2200 Support Services - Instructional Staff	\$0.00	\$0.00	\$0.00
2300 Support Services - General Administration	\$0.00	\$0.00	\$0.00
2400 Support Services - School Administration	\$0.00	\$0.00	\$0.00
2500 Support Services - Business	\$0.00	\$0.00	\$0.00
2600 Operations And Maintenance of Plant Services	\$7,537,477.44	\$0.00	\$7,537,477.44
2700 Student Transportation Services	\$0.00	\$0.00	\$0.00
<b>TOTAL SUPPORT SERVICES</b>	<b>\$7,537,477.44</b>	<b>\$0.00</b>	<b>\$7,537,477.44</b>
<b>3000 OPERATION OF NON-INSTRUCTION SERVICES:</b>			
3100 Child Nutrition Programs Operations	\$0.00	\$0.00	\$0.00
3200 Other Enterprise Service Operations	\$0.00	\$0.00	\$0.00
3300 Community Services Operations	\$0.00	\$0.00	\$0.00
<b>TOTAL OPERATION OF NON-INSTRUCTIONAL SERVICES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>4000 FACILITIES ACQUISITION &amp; CONSTRUCTION SERVICES:</b>			
4200 Land Acquisition Services	\$0.00	\$0.00	\$0.00
4300 Land Improvement Services	\$0.00	\$0.00	\$0.00
4400 Architecture and Engineering Services	\$0.00	\$0.00	\$0.00
4500 Educational Specifications Development Services	\$0.00	\$0.00	\$0.00
4600 Building Acquisition and Construction Services	\$0.00	\$0.00	\$0.00
4700 Building Improvement Services	\$0.00	\$0.00	\$0.00
<b>TOTAL FACILITIES ACQUISITION &amp; CONST. SERVICES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>5000 OTHER OUTLAYS:</b>			
5100 Debt Service	\$0.00	\$0.00	\$0.00
5200 Fund Transfer/Reimbursement (Child Nutrition Fund)	\$0.00	\$0.00	\$0.00
5300 Clearing Account	\$0.00	\$0.00	\$0.00
5400 Indirect Cost Entitlement	\$0.00	\$0.00	\$0.00
5500 Private Nonprofit Schools	\$0.00	\$0.00	\$0.00
5600 Correcting Entry	\$0.00	\$0.00	\$0.00
5800 Charter School Reimbursement	\$0.00	\$0.00	\$0.00
5900 Arbitrage	\$0.00	\$0.00	\$0.00
<b>TOTAL OTHER OUTLAYS</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>7000 OTHER USES / UNBUDGETED ITEMS:</b>	\$0.00	\$0.00	\$0.00
<b>8000 REPAYMENTS:</b>	\$0.00	\$0.00	\$0.00
<b>TOTAL BUILDING FUND 2022-23 FISCAL YEAR</b>	<b>\$7,537,477.44</b>	<b>\$0.00</b>	<b>\$7,537,477.44</b>

BUILDING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023  
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT 'C'

Schedule 8: Report of Current Year Expenditures (Continued)				
FISCAL YEAR ENDING JUNE 30, 2023				
APPROPRIATED ACCOUNTS	WARRANTS ISSUED	RESERVES	LAPSED BALANCE KNOWN TO BE UNENCUMBERED	2022-2023 EXPENDITURES FOR CURRENT EXPENSE PURPOSES
<b>1000 INSTRUCTION:</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>2000 SUPPORT SERVICES:</b>				
2100 Support Services - Students	\$0.00	\$0.00	\$0.00	\$0.00
2200 Support Services - Instructional Staff	\$0.00	\$0.00	\$0.00	\$0.00
2300 Support Services - General Administration	\$0.00	\$0.00	\$0.00	\$0.00
2400 Support Services - School Administration	\$0.00	\$0.00	\$0.00	\$0.00
2500 Support Services - Business	\$126,866.80	\$0.00	-\$126,866.80	\$126,866.80
2600 Operations And Maintenance of Plant Services	\$4,700,478.23	\$0.00	\$2,836,999.21	\$4,700,478.23
2700 Student Transportation Services	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL SUPPORT SERVICES</b>	<b>\$4,827,345.03</b>	<b>\$0.00</b>	<b>\$2,710,132.41</b>	<b>\$4,827,345.03</b>
<b>3000 OPERATION OF NON-INSTRUCTION SERVICES:</b>				
3100 Child Nutrition Programs Operations	\$0.00	\$0.00	\$0.00	\$0.00
3200 Other Enterprise Service Operations	\$0.00	\$0.00	\$0.00	\$0.00
3300 Community Services Operations	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL OPERATION OF NON-INSTRUCTIONAL SERVICES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>4000 FACILITIES ACQUISITION &amp; CONSTRUCTION SERVICES:</b>				
4200 Land Acquisition Services	\$0.00	\$0.00	\$0.00	\$0.00
4300 Land Improvement Services	\$0.00	\$0.00	\$0.00	\$0.00
4400 Architecture and Engineering Services	\$0.00	\$0.00	\$0.00	\$0.00
4500 Educational Specifications Development Services	\$0.00	\$0.00	\$0.00	\$0.00
4600 Building Acquisition and Construction Services	\$0.00	\$0.00	\$0.00	\$0.00
4700 Building Improvement Services	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL FACILITIES ACQUISITION &amp; CONST. SERVICES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>5000 OTHER OUTLAYS:</b>				
5100 Debt Service	\$0.00	\$0.00	\$0.00	\$0.00
5200 Fund Transfer/Reimbursement (Child Nutrition Fund)	\$0.00	\$0.00	\$0.00	\$0.00
5300 Clearing Account	\$0.00	\$0.00	\$0.00	\$0.00
5400 Indirect Cost Entitlement	\$0.00	\$0.00	\$0.00	\$0.00
5500 Private Nonprofit Schools	\$0.00	\$0.00	\$0.00	\$0.00
5600 Correcting Entry	\$424.23	\$0.00	-\$424.23	\$424.23
5800 Charter School Reimbursement	\$0.00	\$0.00	\$0.00	\$0.00
5900 Arbitrage	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL OTHER OUTLAYS</b>	<b>\$424.23</b>	<b>\$0.00</b>	<b>-\$424.23</b>	<b>\$424.23</b>
<b>7000 OTHER USES / UNBUDGETED ITEMS:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>8000 REPAYMENTS:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL BUILDING FUND 2022-23 FISCAL YEAR</b>	<b>\$4,827,769.26</b>	<b>\$0.00</b>	<b>\$2,709,708.18</b>	<b>\$4,827,769.26</b>

ESTIMATE OF NEEDS FOR THE FISCAL YEAR 2023-24		Estimate of Needs by	Approved by
PURPOSE:		Governing Board	County Excise Board
Current Expense		\$6,969,744.35	\$6,969,744.35
Pro rata share of County Assessor's Budget as determined by County Excise Board		\$0.00	\$0.00
<b>GRAND TOTAL - Home School</b>		<b>\$6,969,744.35</b>	<b>\$6,969,744.35</b>

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CHILD NUTRITION FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023  
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT 'D'

Schedule 1: Current Balance Sheet for June 30, 2023		Amount
<b>ASSETS:</b>		
Cash Balances		\$2,550,328.25
Investments		\$0.00
<b>TOTAL ASSETS</b>		<b>\$2,550,328.25</b>
<b>LIABILITIES AND RESERVES:</b>		
Warrants Outstanding		\$7,445.28
Reserve for Interest on Warrants		\$0.00
Reserves From Schedule 8		\$0.00
<b>TOTAL LIABILITIES AND RESERVES</b>		<b>\$7,445.28</b>
<b>CASH FUND BALANCE JUNE 30, 2023</b>		<b>\$2,542,882.97</b>
<b>TOTAL LIABILITIES, RESERVES AND CASH FUND BALANCE</b>		<b>\$2,550,328.25</b>

Schedule 2: Revenue and Requirements, 2022-2023		
REVENUE:	Estimated Budget	Actual Revenue & Expenditures
Revenues, Non-Revenue Receipts & Cash Balances (Schedule 6)	\$6,907,056.58	\$6,807,149.01
<b>LESS: REQUIREMENTS:</b>		
Expenditures (Schedule 8)	\$6,907,056.58	\$4,264,266.04
<b>CASH FUND BALANCE JUNE 30, 2023</b>	<b>\$0.00</b>	<b>\$2,542,882.97</b>

Schedule 3: Child Nutrition Fund Cash Accounts of Current and all Prior Years				
CURRENT AND ALL PRIOR YEARS	2022-23	2021-22	PRE-2021	Total
Cash Balance Reported to Excise Board 6-30-22	\$0.00	\$2,312,246.82	\$0.00	\$2,312,246.82
<b>REVENUES, NON-REVENUE RECEIPTS &amp; CASH BALANCE</b>				
Revenues/Non-Rev (Sch 6 Source Codes 1000 to 5999)	\$4,520,562.31	\$0.00	\$0.00	\$4,520,562.31
Cash Balances Transferred (Sch 6 Source Code 6110)	\$2,286,586.70	-\$2,286,586.70	\$0.00	\$0.00
Prior Year Lapsed Appropri (Sch 6 Source Code 6130)	\$0.00	\$0.00	\$0.00	\$0.00
Estopped Warrants (Sch 6 Source Code 6140)	\$0.00	\$0.00	\$0.00	\$0.00
Interfund Transfers (Sch 6 Source Code 6200)	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL REVENUES, NON-REVENUE RECEIPTS &amp; CASH BALANCE</b>	<b>\$6,807,149.01</b>	<b>-\$2,286,586.70</b>	<b>\$0.00</b>	<b>\$4,520,562.31</b>
Warrants Paid of Year in Caption	\$4,256,820.76	\$25,660.12	\$0.00	\$4,282,480.88
<b>TOTAL DISBURSEMENTS</b>	<b>\$4,256,820.76</b>	<b>\$25,660.12</b>	<b>\$0.00</b>	<b>\$4,282,480.88</b>
<b>CASH &amp; INVESTMENTS BALANCE JUNE 30, 2023</b>	<b>\$2,550,328.25</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,550,328.25</b>
Reserve for Warrants Outstanding (Schedule 4)	\$7,445.28	\$0.00	\$0.00	\$7,445.28
Reserve for Encumbrances (Schedule 8)	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL LIABILITIES AND RESERVE</b>	<b>\$7,445.28</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$7,445.28</b>
<b>DEFICIT:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>CASH FUND BAL FORWARD TO SUCCEEDING YEAR</b>	<b>\$2,542,882.97</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,542,882.97</b>

Schedule 4: Child Nutrition Fund Warrant Accounts of Current and all Prior Years				
CURRENT AND ALL PRIOR YEARS	2022-23	2021-22	PRE-2021	Total
Warrants Outstanding 6-30 of Year in Caption	\$0.00	\$25,660.12	\$0.00	\$25,660.12
Warrants Registered During Year	\$4,264,266.04	\$0.00	\$0.00	\$4,264,266.04
<b>TOTAL</b>	<b>\$4,264,266.04</b>	<b>\$25,660.12</b>	<b>\$0.00</b>	<b>\$4,289,926.16</b>
Warrants Paid During Year	\$4,256,820.76	\$25,660.12	\$0.00	\$4,282,480.88
Warrants Converted to Bonds or Judgments	\$0.00	\$0.00	\$0.00	\$0.00
Warrants Estopped by Statute/Canceled	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL WARRANTS RETIRED</b>	<b>\$4,256,820.76</b>	<b>\$25,660.12</b>	<b>\$0.00</b>	<b>\$4,282,480.88</b>
<b>BALANCE WARRANTS OUTSTANDING JUNE 30, 2023</b>	<b>\$7,445.28</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$7,445.28</b>

CHILD NUTRITION FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023  
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT 'D'

Schedule 6: Revenue, Non-Revenue Receipts & Cash Balances			
SOURCE	2022-23 Account		
	AMOUNT ESTIMATED	ACTUALLY COLLECTED	
<b>1000 DISTRICT SOURCES OF REVENUE:</b>			
1100 TAXES LEVIED/ASSESSED			
1110 Ad Valorem Tax Levy (Current Year)	\$0.00	\$0.00	
1120 Ad Valorem Tax Levy (Prior Years)	\$0.00	\$0.00	
1130 Revenue In Lieu Of Taxes	\$0.00	\$0.00	
1140 Revenue From Local Governmental Units Other Than Leas	\$0.00	\$0.00	
1190 Other Taxes	\$0.00	\$0.00	
TOTAL TAXES LEVIED/ASSESSED	\$0.00	\$0.00	
1200 Tuition & Fees	\$0.00	\$0.00	
1300 Earnings on Investments and Bond Sales	\$0.00	\$54,237.07	
1400 Rental, Disposals and Commissions	\$0.00	\$0.00	
1500 Reimbursements	\$0.00	\$0.00	
1600 Other Local Sources of Revenue	\$0.00	\$0.00	
1700 CHILD NUTRITION PROGRAM			
1710 Students' Lunches	\$134,472.92	\$1,580,753.86	
1720 Students' Breakfsts	\$62,147.54	\$44,801.13	
1730 Adult Lunches/Breakfasts	\$8,638.49	\$13,829.47	
1740 Extra Food/A La Carte/Extra Milk	\$0.00	\$0.00	
1750 Special Milk Program	\$0.00	\$0.00	
1760 Contract Lunches, Breakfasts, Milk and Supplements	\$0.00	\$0.00	
1790 Other District Revenue (Child Nutrition Programs)	\$0.00	\$426.21	
TOTAL CHILD NUTRITION PROGRAM	\$205,258.95	\$1,639,810.67	
1800 Athletics	\$0.00	\$0.00	
TOTAL DISTRICT SOURCES OF REVENUE	\$205,258.95	\$1,694,047.74	
<b>2000 INTERMEDIATE SOURCES OF REVENUE:</b>			
TOTAL INTERMEDIATE SOURCES OF REVENUE	\$0.00	\$0.00	
<b>3000 STATE SOURCES OF REVENUE:</b>			
3100 Total Dedicated Revenue	\$0.00	\$0.00	
3200 Total State Aid - General Operations - Non-Categorical	\$0.00	\$240,000.00	
3300 State Aid - Competitive Grants - Categorical	\$0.00	\$0.00	
3400 State - Categorical	\$0.00	\$0.00	
3500 Special Programs	\$0.00	\$0.00	
3600 Other State Sources of Revenue	\$0.00	\$0.00	
3700 CHILD NUTRITION PROGRAM			
3710 State Reimbursement	\$0.00	\$0.00	
3720 State Matching	\$0.00	\$46,106.64	
TOTAL CHILD NUTRITION PROGRAM	\$0.00	\$46,106.64	
3800 State Vocational Programs - Multi-Source	\$0.00	\$0.00	
TOTAL STATE SOURCES OF REVENUE	\$0.00	\$286,106.64	
<b>4000 FEDERAL SOURCES OF REVENUE:</b>			
4100 Grants-In-Aid Direct From The Federal Government	\$0.00	\$0.00	
4200 Disadvantaged Students	\$0.00	\$0.00	
4300 Individuals With Disabilities	\$0.00	\$0.00	
4400 No Child Left Behind	\$0.00	\$0.00	
4500 Grants-In-Aid Passed Through Other State/Intermediate Sources	\$0.00	\$0.00	
4600 Other Federal Sources Passed Through State Dept Of Education	\$0.00	\$0.00	
4700 CHILD NUTRITION PROGRAMS			
4710 Lunches	\$3,550,257.38	\$1,823,609.64	
4720 Breakfasts	\$619,002.23	\$357,297.36	
4730 Special Milk	\$0.00	\$0.00	
4740 Summer Food Service Program	\$229,954.76	\$88,068.68	
4750 to 4790 Other Federal Child Nutrition Programs	\$15,996.56	\$260,981.60	
TOTAL CHILD NUTRITION PROGRAMS	\$4,415,210.93	\$2,529,957.28	
4800 Federal Vocational Education	\$0.00	\$0.00	
TOTAL FEDERAL SOURCES OF REVENUE	\$4,415,210.93	\$2,529,957.28	
<b>5000 NON-REVENUE RECEIPTS:</b>			
TOTAL NON-REVENUE RECEIPTS	\$0.00	\$10,450.65	
<b>6000 BALANCE SHEET ACCOUNTS</b>			
6100 CASH ACCOUNTS			
6110 Cash Forward	\$2,286,586.70	\$2,286,586.70	
6130 Prior-Year Lapsed Appropriations (Schedule 6)	\$0.00	\$0.00	
6140 Estopped Warrants by Statute	\$0.00	\$0.00	
TOTAL CASH ACCOUNTS	\$2,286,586.70	\$2,286,586.70	
6200 Interfund Transfers	\$0.00	\$0.00	
TOTAL BALANCE SHEET ACCOUNTS	\$2,286,586.70	\$2,286,586.70	
<b>GRAND TOTAL</b>	<b>\$6,907,056.58</b>	<b>\$6,807,149.01</b>	

CHILD NUTRITION FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023  
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT 'D'

Schedule 6: Revenue, Non-Revenue Receipts & Cash Balances (Continued)				
SOURCE	2022-23 Account	BASIS AND LIMIT OF ENSUING	ESTIMATED BY GOVERNING BOARD	APPROVED BY EXCISE BOARD
	OVER/UNDER			
<b>1000 DISTRICT SOURCES OF REVENUE:</b>				
1100 TAXES LEVIED/ASSESSED				
1110 Ad Valorem Tax Levy (Current Year)	\$0.00	0.00%	\$0.00	\$0.00
1120 Ad Valorem Tax Levy (Prior Years)	\$0.00	0.00%	\$0.00	\$0.00
1130 Revenue In Lieu Of Taxes	\$0.00	0.00%	\$0.00	\$0.00
1140 Revenue From Local Governmental Units Other Than Leas	\$0.00	0.00%	\$0.00	\$0.00
1190 Other Taxes	\$0.00	0.00%	\$0.00	\$0.00
TOTAL TAXES LEVIED/ASSESSED	\$0.00		\$0.00	\$0.00
1200 Tuition & Fees	\$0.00	0.00%	\$0.00	\$0.00
1300 Earnings on Investments and Bond Sales	\$54,237.07	0.00%	\$0.00	\$0.00
1400 Rental, Disposals and Commissions	\$0.00	0.00%	\$0.00	\$0.00
1500 Reimbursements	\$0.00	0.00%	\$0.00	\$0.00
1600 Other Local Sources of Revenue	\$0.00	0.00%	\$0.00	\$0.00
1700 CHILD NUTRITION PROGRAM				
1710 Students' Lunches	\$1,446,280.94	90.00%	\$1,422,678.47	\$1,422,678.47
1720 Students' Breakfasts	-\$17,346.41	90.00%	\$40,321.02	\$40,321.02
1730 Adult Lunches/Breakfasts	\$5,190.98	90.00%	\$12,446.52	\$12,446.52
1740 Extra Food/A La Carte/Extra Milk	\$0.00	0.00%	\$0.00	\$0.00
1750 Special Milk Program	\$0.00	0.00%	\$0.00	\$0.00
1760 Contract Lunches, Breakfasts, Milk and Supplements	\$0.00	0.00%	\$0.00	\$0.00
1790 Other District Revenue (Child Nutrition Programs)	\$426.21	90.00%	\$383.59	\$383.59
TOTAL CHILD NUTRITION PROGRAM	\$1,434,551.72		\$1,475,829.60	\$1,475,829.60
1800 Athletics	\$0.00	0.00%	\$0.00	\$0.00
TOTAL DISTRICT SOURCES OF REVENUE	\$1,488,788.79		\$1,475,829.60	\$1,475,829.60
<b>2000 INTERMEDIATE SOURCES OF REVENUE:</b>	\$0.00	0.00%	\$0.00	\$0.00
TOTAL INTERMEDIATE SOURCES OF REVENUE	\$0.00		\$0.00	\$0.00
<b>3000 STATE SOURCES OF REVENUE:</b>				
3100 Total Dedicated Revenue	\$0.00	0.00%	\$0.00	\$0.00
3200 Total State Aid - General Operations - Non-Categorical	\$240,000.00	0.00%	\$0.00	\$0.00
3300 State Aid - Competitive Grants - Categorical	\$0.00	0.00%	\$0.00	\$0.00
3400 State - Categorical	\$0.00	0.00%	\$0.00	\$0.00
3500 Special Programs	\$0.00	0.00%	\$0.00	\$0.00
3600 Other State Sources of Revenue	\$0.00	0.00%	\$0.00	\$0.00
3700 CHILD NUTRITION PROGRAM				
3710 State Reimbursement	\$0.00	0.00%	\$0.00	\$0.00
3720 State Matching	\$46,106.64	90.00%	\$41,495.98	\$41,495.98
TOTAL CHILD NUTRITION PROGRAM	\$46,106.64		\$41,495.98	\$41,495.98
3800 State Vocational Programs - Multi-Source	\$0.00	0.00%	\$0.00	\$0.00
TOTAL STATE SOURCES OF REVENUE	\$286,106.64		\$41,495.98	\$41,495.98
<b>4000 FEDERAL SOURCES OF REVENUE:</b>				
4100 Grants-In-Aid Direct From The Federal Government	\$0.00	0.00%	\$0.00	\$0.00
4200 Disadvantaged Students	\$0.00	0.00%	\$0.00	\$0.00
4300 Individuals With Disabilities	\$0.00	0.00%	\$0.00	\$0.00
4400 No Child Left Behind	\$0.00	0.00%	\$0.00	\$0.00
4500 Grants-In-Aid Passed Through Other State/Intermediate Sources	\$0.00	0.00%	\$0.00	\$0.00
4600 Other Federal Sources Passed Through State Dept Of Education	\$0.00	0.00%	\$0.00	\$0.00
4700 CHILD NUTRITION PROGRAMS				
4710 Lunches	-\$1,726,647.74	90.00%	\$1,641,248.68	\$1,641,248.68
4720 Breakfasts	-\$261,704.87	90.00%	\$321,567.62	\$321,567.62
4730 Special Milk	\$0.00	0.00%	\$0.00	\$0.00
4740 Summer Food Service Program	-\$141,886.08	90.00%	\$79,261.81	\$79,261.81
4750 to 4790 Other Federal Child Nutrition Programs	\$244,985.04	90.00%	\$234,883.44	\$234,883.44
TOTAL CHILD NUTRITION PROGRAMS	-\$1,885,253.65		\$2,276,961.55	\$2,276,961.55
4800 Federal Vocational Education	\$0.00	0.00%	\$0.00	\$0.00
TOTAL FEDERAL SOURCES OF REVENUE	-\$1,885,253.65		\$2,276,961.55	\$2,276,961.55
<b>5000 NON-REVENUE RECEIPTS:</b>	\$10,450.65	0.00%	\$0.00	\$0.00
TOTAL NON-REVENUE RECEIPTS	\$10,450.65		\$0.00	\$0.00
<b>6000 BALANCE SHEET ACCOUNTS</b>				
6100 CASH ACCOUNTS				
6110 Cash Forward	\$0.00	111.21%	\$2,542,882.97	\$2,542,882.97
6130 Prior-Year Lapsed Appropriations (Schedule 6)	\$0.00	0.00%	\$0.00	\$0.00
6140 Estopped Warrants by Statute	\$0.00	0.00%	\$0.00	\$0.00
TOTAL CASH ACCOUNTS	\$0.00		\$2,542,882.97	\$2,542,882.97
6200 Interfund Transfers	\$0.00	0.00%	\$0.00	\$0.00
TOTAL BALANCE SHEET ACCOUNTS	\$0.00		\$2,542,882.97	\$2,542,882.97
<b>GRAND TOTAL</b>	<b>-\$99,907.57</b>		<b>\$6,337,170.10</b>	<b>\$6,337,170.10</b>

CHILD NUTRITION FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023  
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT 'D'

Schedule 7: Report of Prior Year Warrants Issued From Reserves			
FISCAL YEAR ENDING JUNE 30, 2022			
	RESERVES 06-30-2022	WARRANTS ISSUED SINCE	BALANCE LAPSED
<b>TOTAL PRIOR YEAR RESERVES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Schedule 8: Report of Current Year Expenditures			
APPROPRIATED ACCOUNTS	FISCAL YEAR ENDING JUNE 30, 2023		
	APPROPRIATIONS		
	ORIGINAL	SUPPLEMENTAL ADJUSTMENTS	FINAL APPROPRIATIONS
<b>1000 INSTRUCTION:</b>	\$0.00	\$0.00	\$0.00
TOTAL INSTRUCTION	\$0.00	\$0.00	\$0.00
<b>2000 SUPPORT SERVICES:</b>	\$0.00	\$0.00	\$0.00
TOTAL SUPPORT SERVICES	\$0.00	\$0.00	\$0.00
<b>3000 OPERATION OF NON-INSTRUCTION SERVICES:</b>			
3100 CHILD NUTRITION PROGRAMS OPERATIONS			
3110 Supervision of Child Nutrition Programs Operations	\$6,907,056.58	\$0.00	\$6,907,056.58
3120 Food Preparation & Dispensing Services	\$0.00	\$0.00	\$0.00
3130 Food and Supplies Delivery Services	\$0.00	\$0.00	\$0.00
3140 Other Direct/Related Child Nutrition Programs Services	\$0.00	\$0.00	\$0.00
3150 Food Procurement Services	\$0.00	\$0.00	\$0.00
3160 Non-Reimbursable Services	\$0.00	\$0.00	\$0.00
3180 Nutrition Education & Staff Development	\$0.00	\$0.00	\$0.00
3190 Other Child Nutrition Programs Operations	\$0.00	\$0.00	\$0.00
TOTAL CHILD NUTRITION PROGRAMS OPERATIONS	\$6,907,056.58	\$0.00	\$6,907,056.58
3200 Other Enterprise Service Operations	\$0.00	\$0.00	\$0.00
3300 Community Services Operations	\$0.00	\$0.00	\$0.00
TOTAL OPERATION OF NON-INSTRUCTION SERVICES	\$6,907,056.58	\$0.00	\$6,907,056.58
<b>4000 FACILITIES ACQUISITION &amp; CONSTRUCTION SERV:</b>			
4100 Supv. of Facilities Acquisition and Construction	\$0.00	\$0.00	\$0.00
4200 Site Acquisition Services	\$0.00	\$0.00	\$0.00
4300 Site Improvement Services	\$0.00	\$0.00	\$0.00
4400 Architecture and Engineering Services	\$0.00	\$0.00	\$0.00
4500 Educational Specifications Development Services	\$0.00	\$0.00	\$0.00
4600 Building Acquisition and Construction Services	\$0.00	\$0.00	\$0.00
4700 Building Improvement Services	\$0.00	\$0.00	\$0.00
4900 Other Facilities Acquisition and Const. Services	\$0.00	\$0.00	\$0.00
TOTAL FACILITIES ACQUISITION & CONST. SERVICES	\$0.00	\$0.00	\$0.00
<b>5000 OTHER OUTLAYS:</b>			
5100 Debt Service	\$0.00	\$0.00	\$0.00
5200 Reimbursement(Child Nutrition Fund)	\$0.00	\$0.00	\$0.00
5300 Clearing Account	\$0.00	\$0.00	\$0.00
5400 Indirect Cost Entitlement	\$0.00	\$0.00	\$0.00
5500 Private Nonprofit Schools	\$0.00	\$0.00	\$0.00
5600 Correcting Entry	\$0.00	\$0.00	\$0.00
TOTAL OTHER OUTLAYS	\$0.00	\$0.00	\$0.00
<b>7000 OTHER USES:</b>	\$0.00	\$0.00	\$0.00
TOTAL OTHER USES	\$0.00	\$0.00	\$0.00
<b>8000 REPAYMENTS:</b>	\$0.00	\$0.00	\$0.00
TOTAL REPAYMENTS	\$0.00	\$0.00	\$0.00
<b>TOTAL CHILD NUTRITION FUND 2022-23 FISCAL YEAR</b>	<b>\$6,907,056.58</b>	<b>\$0.00</b>	<b>\$6,907,056.58</b>

CHILD NUTRITION FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023  
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT 'D'

Schedule 8: Report of Current Year Expenditures (Continued)				2022-2023 EXPENDITURES FOR CURRENT EXPENSE PURPOSES
FISCAL YEAR ENDING JUNE 30, 2023				
APPROPRIATED ACCOUNTS	WARRANTS ISSUED	RESERVES	LAPSED BALANCE KNOWN TO BE UNENCUMBERED	
<b>1000 INSTRUCTION:</b>	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL INSTRUCTION	\$0.00	\$0.00	\$0.00	\$0.00
<b>2000 SUPPORT SERVICES:</b>	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL SUPPORT SERVICES	\$0.00	\$0.00	\$0.00	\$0.00
<b>3000 OPERATION OF NON-INSTRUCTION SERVICES:</b>				
3100 CHILD NUTRITION PROGRAMS OPERATIONS				
3110 Supervision of Child Nutrition Programs Operations	\$44,801.13	\$0.00	\$6,862,255.45	\$44,801.13
3120 Food Preparation & Dispensing Services	\$2,191,924.32	\$0.00	-\$2,191,924.32	\$2,191,924.32
3130 Food and Supplies Delivery Services	\$0.00	\$0.00	\$0.00	\$0.00
3140 Other Direct/Related Child Nutrition Programs Services	\$1,989,489.87	\$0.00	-\$1,989,489.87	\$1,989,489.87
3150 Food Procurement Services	\$13,829.47	\$0.00	-\$13,829.47	\$13,829.47
3160 Non-Reimbursable Services	\$0.00	\$0.00	\$0.00	\$0.00
3180 Nutrition Education & Staff Development	\$0.00	\$0.00	\$0.00	\$0.00
3190 Other Child Nutrition Programs Operations	\$13,812.00	\$0.00	-\$13,812.00	\$13,812.00
TOTAL CHILD NUTRITION PROGRAMS OPERATIONS	\$4,253,856.79	\$0.00	\$2,653,199.79	\$4,253,856.79
3200 Other Enterprise Service Operations	\$0.00	\$0.00	\$0.00	\$0.00
3300 Community Services Operations	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL OPERATION OF NON-INSTRUCTION SERVICES	\$4,253,856.79	\$0.00	\$2,653,199.79	\$4,253,856.79
<b>4000 FACILITIES ACQUISITION &amp; CONSTRUCTION SERV:</b>				
4100 Supv. of Facilities Acquisition and Construction	\$0.00	\$0.00	\$0.00	\$0.00
4200 Site Acquisition Services	\$0.00	\$0.00	\$0.00	\$0.00
4300 Site Improvement Services	\$0.00	\$0.00	\$0.00	\$0.00
4400 Architecture and Engineering Services	\$0.00	\$0.00	\$0.00	\$0.00
4500 Educational Specifications Development Services	\$0.00	\$0.00	\$0.00	\$0.00
4600 Building Acquisition and Construction Services	\$0.00	\$0.00	\$0.00	\$0.00
4700 Building Improvement Services	\$0.00	\$0.00	\$0.00	\$0.00
4900 Other Facilities Acquisition and Const. Services	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL FACILITIES ACQUISITION & CONST. SERVICES	\$0.00	\$0.00	\$0.00	\$0.00
<b>5000 OTHER OUTLAYS:</b>				
5100 Debt Service	\$0.00	\$0.00	\$0.00	\$0.00
5200 Reimbursement(Child Nutrition Fund)	\$9,000.00	\$0.00	-\$9,000.00	\$9,000.00
5300 Clearing Account	\$0.00	\$0.00	\$0.00	\$0.00
5400 Indirect Cost Entitlement	\$0.00	\$0.00	\$0.00	\$0.00
5500 Private Nonprofit Schools	\$0.00	\$0.00	\$0.00	\$0.00
5600 Correcting Entry	\$1,409.25	\$0.00	-\$1,409.25	\$1,409.25
TOTAL OTHER OUTLAYS	\$10,409.25	\$0.00	-\$10,409.25	\$10,409.25
<b>7000 OTHER USES:</b>				
TOTAL OTHER USES	\$0.00	\$0.00	\$0.00	\$0.00
<b>8000 REPAYMENTS:</b>				
TOTAL REPAYMENTS	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL CHILD NUTRITION FUND 2022-23 FISCAL YEAR</b>	<b>\$4,264,266.04</b>	<b>\$0.00</b>	<b>\$2,642,790.54</b>	<b>\$4,264,266.04</b>

ESTIMATE OF NEEDS FOR THE FISCAL YEAR 2023-24		Estimate of Needs by Governing Board	Approved by County Excise Board
PURPOSE:			
Current Expense		\$6,337,170.10	\$6,337,170.10
Pro rata share of County Assessor's Budget as determined by County Excise Board		\$0.00	\$0.00
<b>GRAND TOTAL - Home School</b>		<b>\$6,337,170.10</b>	<b>\$6,337,170.10</b>

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SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023  
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT "E"

Schedule I: Detail of Bond and Coupon Indebtedness as of June 30, 2023 - Not Affecting Homesteads (New)					
<b>PURPOSE OF BOND ISSUE:</b>					<b>2020 Combined Purposed Bond</b>
Date Of Issue					6/1/2020
Date Of Sale By Delivery					12:00:00 AM
<b>HOW AND WHEN BONDS MATURE:</b>					
Uniform Maturities:					
Date Maturity Begins					6/1/2022
Amount Of Each Uniform Maturity					\$ 20,000,000.00
Final Maturity Otherwise:					
Date of Final Maturity					6/1/2023
Amount of Final Maturity					\$ 21,530,000.00
<b>AMOUNT OF ORIGINAL ISSUE</b>					<b>\$ 41,530,000.00</b>
Cancelled, In Judgement Or Delayed For Final Levy Year					\$ 0.00
<b>Basis of Accruals Contemplated on Net Collections or Better in Anticipation:</b>					
Bond Issues Accruing By Tax Levy					\$ 41,530,000.00
Years To Run					3
Normal Annual Accrual					\$ 0.00
Tax Years Run					3
Accrual Liability To Date					\$ 41,530,000.00
<b>Deductions From Total Accruals:</b>					
Bonds Paid Prior To 6-30-2022					\$ 20,000,000.00
Bonds Paid During 2022-2023					\$ 21,530,000.00
Matured Bonds Unpaid					\$ 0.00
Balance Of Accrual Liability					\$ 0.00
<b>TOTAL BONDS OUTSTANDING 6-30-2023:</b>					
Matured					\$ 0.00
Unmatured					\$ 0.00
Coupon Computation:	Coupon Date	Unmatured Amount	% Int.	Months	Interest Amount
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
Bonds and Coupons				Mo.	\$ 0.00
<b>Requirement for Interest Earnings After Last Tax-Levy Year:</b>					
Terminal Interest To Accrue					\$ 0.00
Years To Run					0
Accrue Each Year					\$ 0.00
Tax Years Run					0
Total Accrual To Date					\$ 0.00
Current Interest Earned Through 2023-2024					\$ 0.00
Total Interest To Levy For 2023-2024					\$ 0.00
<b>INTEREST COUPON ACCOUNT:</b>					
<b>Interest Earned But Unpaid 6-30-2022:</b>					
Matured					\$ 0.00
Unmatured					\$ 26,912.50
Interest Earnings 2022-2023					\$ 296,037.50
Coupons Paid Through 2022-2023					\$ 322,950.00
<b>Interest Earned But Unpaid 6-30-2023:</b>					
Matured					\$ 0.00
Unmatured					\$ 0.00

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023  
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT "E"

Schedule 1: Detail of Bond and Coupon Indebtedness as of June 30, 2023 - Not Affecting Homesteads (New)						
<b>PURPOSE OF BOND ISSUE:</b>						2022 Combined
Date Of Issue						6/1/2022
Date Of Sale By Delivery						12:00:00 AM
<b>HOW AND WHEN BONDS MATURE:</b>						
Uniform Maturities:						
Date Maturity Begins						6/1/2024
Amount Of Each Uniform Maturity						\$ 16,655,000.00
Final Maturity Otherwise:						
Date of Final Maturity						6/1/2024
Amount of Final Maturity						\$ 16,655,000.00
<b>AMOUNT OF ORIGINAL ISSUE</b>						<b>\$ 33,310,000.00</b>
Cancelled, In Judgement Or Delayed For Final Levy Year						\$ 0.00
<b>Basis of Accruals Contemplated on Net Collections or Better in Anticipation:</b>						
Bond Issues Accruing By Tax Levy						\$ 33,310,000.00
Years To Run						2
Normal Annual Accrual						\$ 16,445,000.00
Tax Years Run						0
Accrual Liability To Date						\$ 420,000.00
<b>Deductions From Total Accruals:</b>						
Bonds Paid Prior To 6-30-2022						\$ 0.00
Bonds Paid During 2022-2023						\$ 0.00
Matured Bonds Unpaid						\$ 0.00
Balance Of Accrual Liability						\$ 420,000.00
<b>TOTAL BONDS OUTSTANDING 6-30-2023:</b>						
Matured						\$ 0.00
Unmatured						\$ 33,310,000.00
<b>Coupon Computation:</b>	<b>Coupon Date</b>	<b>Unmatured Amount</b>	<b>% Int.</b>	<b>Months</b>	<b>Interest Amount</b>	
Bonds and Coupons	6/1/2024	\$ 16,655,000.00	3.500%	11 Mo.	\$ 534,347.92	
Bonds and Coupons	6/1/2025	\$ 16,655,000.00	3.500%	12 Mo.	\$ 582,925.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
<b>Requirement for Interest Earnings After Last Tax-Levy Year:</b>						
Terminal Interest To Accrue						\$ 0.00
Years To Run						0
Accrue Each Year						\$ 0.00
Tax Years Run						0
Total Accrual To Date						\$ 0.00
Current Interest Earned Through 2023-2024						\$ 1,117,272.92
Total Interest To Levy For 2023-2024						\$ 1,117,272.92
<b>INTEREST COUPON ACCOUNT:</b>						
<b>Interest Earned But Unpaid 6-30-2022:</b>						
Matured						\$ 0.00
Unmatured						\$ 0.00
Interest Earnings 2022-2023						\$ 1,263,004.17
Coupons Paid Through 2022-2023						\$ 1,165,850.00
<b>Interest Earned But Unpaid 6-30-2023:</b>						
Matured						\$ 0.00
Unmatured						\$ 97,154.17

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023  
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT "E"

Schedule I: Detail of Bond and Coupon Indebtedness as of June 30, 2023 - Not Affecting Homesteads (New)						
<b>PURPOSE OF BOND ISSUE:</b>						2023 Combined
Date Of Issue						6/1/2023
Date Of Sale By Delivery						
<b>HOW AND WHEN BONDS MATURE:</b>						
Uniform Maturities:						
Date Maturity Begins						6/1/2025
Amount Of Each Uniform Maturity						\$ 15,000,000.00
Final Maturity Otherwise:						
Date of Final Maturity						6/1/2027
Amount of Final Maturity						\$ 15,000,000.00
<b>AMOUNT OF ORIGINAL ISSUE</b>						<b>\$ 31,000,000.00</b>
Cancelled, In Judgement Or Delayed For Final Levy Year						\$ 0.00
Basis of Accruals Contemplated on Net Collections or Better in Anticipation:						
Bond Issues Accruing By Tax Levy						\$ 31,000,000.00
Years To Run						4
Normal Annual Accrual						\$ 530,000.00
Tax Years Run						0
Accrual Liability To Date						\$ 0.00
Deductions From Total Accruals:						
Bonds Paid Prior To 6-30-2022						\$ 0.00
Bonds Paid During 2022-2023						\$ 0.00
Matured Bonds Unpaid						\$ 0.00
Balance Of Accrual Liability						\$ 0.00
<b>TOTAL BONDS OUTSTANDING 6-30-2023:</b>						
Matured						\$ 0.00
Unmatured						\$ 31,000,000.00
Coupon Computation:	Coupon Date	Unmatured Amount	% Int.	Months	Interest Amount	
Bonds and Coupons	6/1/2025	\$ 1,000,000.00	4.500%	13 Mo.	\$ 48,750.00	
Bonds and Coupons	6/1/2026	\$ 15,000,000.00	4.350%	13 Mo.	\$ 706,875.00	
Bonds and Coupons	6/1/2027	\$ 15,000,000.00	5.000%	13 Mo.	\$ 812,500.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
Bonds and Coupons				Mo.	\$ 0.00	
<b>Requirement for Interest Earnings After Last Tax-Levy Year:</b>						
Terminal Interest To Accrue						\$ 0.00
Years To Run						0
Accrue Each Year						\$ 0.00
Tax Years Run						0
Total Accrual To Date						\$ 0.00
Current Interest Earned Through 2023-2024						\$ 1,568,125.00
Total Interest To Levy For 2023-2024						\$ 1,568,125.00
<b>INTEREST COUPON ACCOUNT:</b>						
Interest Earned But Unpaid 6-30-2022:						
Matured						\$ 0.00
Unmatured						\$ 0.00
Interest Earnings 2022-2023						\$ 0.00
Coupons Paid Through 2022-2023						\$ 0.00
Interest Earned But Unpaid 6-30-2023:						
Matured						\$ 0.00
Unmatured						\$ 0.00

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SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023  
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT "E"

Schedule 1: Detail of Bond and Coupon Indebtedness as of June 30, 2023 - Not Affecting Homesteads (New)		Total All Bonds
<b>PURPOSE OF BOND ISSUE:</b>		
<b>HOW AND WHEN BONDS MATURE:</b>		
Uniform Maturities:		
Amount Of Each Uniform Maturity		\$ 51,655,000.00
Final Maturity Otherwise:		
Amount of Final Maturity		\$ 53,185,000.00
<b>AMOUNT OF ORIGINAL ISSUE</b>		<b>\$ 105,840,000.00</b>
Cancelled, In Judgement Or Delayed For Final Levy Year		\$ 0.00
<b>Basis of Accruals Contemplated on Net Collections or Better in Anticipation:</b>		
Bond Issues Accruing By Tax Levy		\$ 105,840,000.00
Normal Annual Accrual		\$ 16,975,000.00
Accrual Liability To Date		\$ 41,950,000.00
<b>Deductions From Total Accruals:</b>		
Bonds Paid Prior To 6-30-2022		\$ 20,000,000.00
Bonds Paid During 2022-2023		\$ 21,530,000.00
Matured Bonds Unpaid		\$ 0.00
Balance Of Accrual Liability		\$ 420,000.00
<b>TOTAL BONDS OUTSTANDING 6-30-2023:</b>		
Matured		\$ 0.00
Unmatured		\$ 64,310,000.00
<b>Requirement for Interest Earnings After Last Tax-Levy Year:</b>		
Terminal Interest To Accrue		\$ 0.00
Accrue Each Year		\$ 0.00
Total Accrual To Date		\$ 0.00
Current Interest Earned Through 2023-2024		\$ 2,685,397.92
Total Interest To Levy For 2023-2024		\$ 2,685,397.92
<b>INTEREST COUPON ACCOUNT:</b>		
<b>Interest Earned But Unpaid 6-30-2022:</b>		
Matured		\$ 0.00
Unmatured		\$ 26,912.50
Interest Earnings 2022-2023		\$ 1,559,041.67
Coupons Paid Through 2022-2023		\$ 1,488,800.00
<b>Interest Earned But Unpaid 6-30-2023:</b>		
Matured		\$ 0.00
Unmatured		\$ 97,154.17

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023  
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT "E"

Schedule 2: Detail of Judgment Indebtedness as of June 30, 2023 - Not Affecting Homesteads (New)					
Judgments For Indebtedness Originally Incurred After January 8, 1937. (New)					
IN FAVOR OF					TOTAL ALL JUDGMENTS
BY WHOM OWNED					
PURPOSE OF JUDGMENT					
Case Number					
NAME OF COURT					
Date of Judgment					
Principal Amount of Judgment	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Interest Rate Assigned by Court	0.00%	0.00%	0.00%	0.00%	
Tax Levies Made	0	0	0	0	
Principal Amount Provided for to June 30, 2022	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Principal Amount Provided for in 2022-2023	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
PRINCIPAL AMOUNT NOT PROVIDED FOR	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>AMOUNT TO PROVIDE BY TAX LEVY FISCAL YEAR 2023-2024</b>					
Principal 1/3	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Interest	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>FOR ALL JUDGMENTS REPORTED</b>					
<b>LEVIED FOR BUT UNPAID JUDGMENT OBLIGATIONS</b>					
<b>OUTSTANDING JUNE 30, 2022</b>					
Principal	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Interest	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>JUDGMENT OBLIGATIONS SINCE LEVIED FOR:</b>					
Principal	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Interest	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>JUDGMENT OBLIGATIONS SINCE PAID:</b>					
Principal	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Interest	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>LEVIED BUT UNPAID JUDGMENT OBLIGATIONS</b>					
<b>OUTSTANDING JUNE 30, 2023</b>					
Principal	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Interest	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Schedule 3: Prepaid Judgments as of June 30, 2023					
Prepaid Judgments On Indebtedness Originating After January 8, 1937					
NAME OF JUDGMENT					TOTAL ALL PREPAID JUDGMENTS
CASE NUMBER					
NAME OF COURT					
Principal Amount of Judgment	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Tax Levies Made	0	0	0	0	
Unreimbursed Balance At June 30, 2022	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Reimbursement By 2022-2023 Tax Levy	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Annual Accrual On Prepaid Judgments	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Stricken By Court Order	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Asset Balance	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023  
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT "E"

Schedule 4: Sinking Fund Cash Statement		
Revenue Receipts and Disbursements (Fund 41)	SINKING FUND	
	Detail	Extension
Cash on Hand June 30, 2022		\$ 4,894,011.47
Investments Since Liquidated	\$ 0.00	
<b>COLLECTED AND APPORTIONED:</b>		
Contributions From Other Districts	\$ 0.00	
2021 and Prior Ad Valorem Tax	\$ 1,220,985.54	
2022 Ad Valorem Tax	\$ 19,274,965.41	
Miscellaneous Receipts	\$ 572,369.23	
<b>TOTAL RECEIPTS</b>		\$ 21,068,320.18
<b>TOTAL RECEIPTS AND BALANCE</b>		\$ 25,962,331.65
<b>DISBURSEMENTS:</b>		
Coupons Paid	\$ 1,488,800.00	
Interest Paid on Past-Due Coupons	\$ 0.00	
Bonds Paid	\$ 21,530,000.00	
Interest Paid on Past-Due Bonds	\$ 0.00	
Commission Paid to Fiscal Agency	\$ 0.00	
Judgments Paid	\$ 0.00	
Interest Paid on Such Judgments	\$ 0.00	
Investments Purchased	\$ 0.00	
Judgments Paid Under 62 O.S. 1981, Sect 435	\$ 0.00	
<b>TOTAL DISBURSEMENTS</b>		\$ 23,018,800.00
<b>CASH BALANCE ON HAND JUNE 30, 2023</b>		\$ 2,943,531.65

Schedule 5: Sinking Fund Balance Sheet		
	SINKING FUND	
	Detail	Extension
Cash Balance on Hand June 30, 2023		\$ 2,943,531.65
Legal Investments Properly Maturing	\$ 0.00	
Judgments Paid to Recover by Tax Levy	\$ 0.00	
<b>TOTAL LIQUID ASSETS</b>		\$ 2,943,531.65
<b>DEDUCT MATURED INDEBTEDNESS:</b>		
a. Past-Due Coupons	\$ 0.00	
b. Interest Accrued Thereon	\$ 0.00	
c. Past-Due Bonds	\$ 0.00	
d. Interest Thereon After Last Coupon	\$ 0.00	
e. Fiscal Agent Commission On Above	\$ 0.00	
f. Judgements and Interest Levied for But Unpaid	\$ 0.00	
TOTAL Items a. Through f. (To Extension Column)		\$ 0.00
<b>BALANCE OF ASSETS SUBJECT TO ACCRUALS</b>		\$ 2,943,531.65
<b>DEDUCT ACCRUAL RESERVES IF ASSETS SUFFICIENT:</b>		
g. Earned Unmatured Interest	\$ 97,154.17	
h. Accrual on Final Coupons	\$ 0.00	
i. Accrued on Unmatured Bonds	\$ 420,000.00	
TOTAL Items g. Through i. (To Extension Column)		\$ 517,154.17
<b>EXCESS OF ASSETS OVER ACCRUAL RESERVES</b>		\$ 2,426,377.48

Schedule 6: Estimate of Sinking Fund Needs		
	SINKING FUND	
	Computed By Governing Board	Provided By Excise Board
Interest Earnings on Bonds	\$ 2,685,397.92	\$ 2,685,397.92
Accrual on Unmatured Bonds	\$ 16,975,000.00	\$ 16,975,000.00
Annual Accrual on "Prepaid" Judgments	\$ 0.00	\$ 0.00
Annual Accrual on Unpaid Judgments	\$ 0.00	\$ 0.00
Interest on Unpaid Judgments	\$ 0.00	\$ 0.00
Participating Contributions (Annexations):	\$ 0.00	\$ 0.00
For Credit to School Dist. No.	\$ 0.00	\$ 0.00
For Credit to School Dist. No.	\$ 0.00	\$ 0.00
For Credit to School Dist. No.	\$ 0.00	\$ 0.00
For Credit to School Dist. No.	\$ 0.00	\$ 0.00
Annual Accrual From Exhibit KK	\$ 0.00	\$ 0.00
<b>TOTAL SINKING FUND PROVISION</b>	\$ 19,660,397.92	\$ 19,660,397.92

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023  
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT "E"

Schedule 7: Ad Valorem Tax Account - Sinking Funds			
ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023		28.748 Mills	Amount
Gross Value	\$	0.00	Net Value
Net Value	\$	680,872,468.00	
Total Proceeds of Levy as Certified			\$ 19,574,039.84
Additions:			\$ 0.00
Deductions:			\$ 0.00
Gross Balance Tax			\$ 19,574,039.84
Less Reserve for Delinquent Tax			\$ 932,097.14
Reserve for Protests Pending			\$ 0.00
Balance Available Tax			\$ 18,641,942.70
Deduct 2022 Tax Apportioned			\$ 19,274,965.41
<b>Net Balance 2022 Tax in Process of Collection</b>			<b>\$ 0.00</b>
<b>Excess Collections</b>			<b>\$ 633,022.71</b>

Schedule 8: Sinking Fund Contributions From Other Districts Due To Boundary Changes			
SCHOOL DISTRICT CONTRIBUTIONS		SINKING FUND	
		Actually Received	Provided For in Budget of Contributing School District
From School District No.		\$ 0.00	\$ 0.00
From School District No.		\$ 0.00	\$ 0.00
From School District No.		\$ 0.00	\$ 0.00
From School District No.		\$ 0.00	\$ 0.00
From School District No.		\$ 0.00	\$ 0.00
From School District No.		\$ 0.00	\$ 0.00
From School District No.		\$ 0.00	\$ 0.00
From School District No.		\$ 0.00	\$ 0.00
From School District No.		\$ 0.00	\$ 0.00
TOTALS		\$ 0.00	\$ 0.00

SINKING FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023  
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT "E"

Schedule 10: Miscellaneous Revenue	2022-23 ACCOUNT
Source	Amount
<b>1000 DISTRICT SOURCES OF REVENUE:</b>	
1200 Tuition & Fees	\$ 0.00
<b>1300 EARNINGS ON INVESTMENTS AND BOND SALES</b>	
1310 Interest Earnings	\$ 290,337.65
1320 Dividends on Insurance Policies	\$ 0.00
1330 Premium on Bonds Sold	\$ 0.00
1340 Accrued Interest on Bond Sales	\$ 0.00
1350 Interest on Taxes	\$ 40,735.02
1360 Earnings From Oklahoma Commission on School Funds Management	\$ 0.00
1370 Proceeds From Sale of Original Bonds	\$ 0.00
1390 Other Earnings on Investments	\$ 0.00
TOTAL EARNINGS ON INVESTMENTS AND BOND SALES	\$ 331,072.67
<b>1400 RENTAL, DISPOSALS AND COMMISSIONS</b>	
1410 Rental of School Facilities	\$ 0.00
1420 Rental of Property Other Than School Facilities	\$ 0.00
1430 Sales of Building and/or Real Estate	\$ 0.00
1440 Sales of Equipment, Services and Materials	\$ 0.00
1450 Bookstore Revenue	\$ 0.00
1460 Commissions	\$ 0.00
1470 Shop Revenue	\$ 0.00
1490 Other Rental, Disposals and Commissions	\$ 0.00
TOTAL RENTAL, DISPOSALS AND COMMISSIONS	\$ 0.00
1500 Reimbursements	\$ 0.00
1600 Other Local Sources of Revenue	\$ 0.00
1700 Child Nutrition Programs	\$ 0.00
1800 Athletics	\$ 0.00
TOTAL DISTRICT SOURCES OF REVENUE	\$ 331,072.67
<b>2000 INTERMEDIATE SOURCES OF REVENUE:</b>	
2100 County 4 Mill Ad Valorem Tax	\$ 0.00
2200 County Apportionment (Mortgage Tax)	\$ 0.00
2300 Resale of Property Fund Distribution	\$ 0.00
2900 Other Intermediate Sources of Revenue	\$ 0.00
TOTAL INTERMEDIATE SOURCES OF REVENUE	\$ 0.00
<b>3000 STATE SOURCES OF REVENUE:</b>	
3100 Total Dedicated Revenue	\$ 0.00
3200 Total State Aid - General Operations - Non-Categorical	\$ 0.00
3300 State Aid - Competitive Grants - Categorical	\$ 0.00
3400 State - Categorical	\$ 0.00
3500 Special Programs	\$ 0.00
3600 Other State Sources of Revenue	\$ 20.72
3700 Child Nutrition Program	\$ 0.00
3800 State Vocational Programs - Multi-Source	\$ 0.00
TOTAL STATE SOURCES OF REVENUE	\$ 20.72
<b>4000 FEDERAL SOURCES OF REVENUE:</b>	
TOTAL FEDERAL SOURCES OF REVENUE	\$ 0.00
<b>5000 NON-REVENUE RECEIPTS:</b>	
TOTAL NON-REVENUE RECEIPTS	241,275.84
<b>GRAND TOTAL</b>	<b>\$ 572,369.23</b>

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TOTAL CAPITAL PROJECT FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023  
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT "G"

Schedule 1: Current Balance Sheet - June 30, 2023	TOTAL OF ALL FUNDS
<b>ASSETS:</b>	<b>Amount</b>
Cash Balances	\$47,623,575.49
Investments	\$0.00
<b>TOTAL ASSETS</b>	<b>\$47,623,575.49</b>
<b>LIABILITIES AND RESERVES:</b>	
Warrants Outstanding	\$714,334.89
Reserve for Interest on Warrants	\$0.00
Reserves From Schedule 8	\$0.00
<b>TOTAL LIABILITIES AND RESERVES</b>	<b>\$714,334.89</b>
<b>CASH FUND BALANCE JUNE 30, 2023</b>	<b>\$46,909,240.60</b>
<b>TOTAL LIABILITIES, RESERVES AND CASH FUND BALANCE</b>	<b>\$47,623,575.49</b>

Schedule 3: Capital Projects Fund Total Of All Funds Cash Accounts of Current and all Prior Years		
CURRENT AND ALL PRIOR YEARS	2022-23	2022 & Prior Years
Cash Balance Reported to Excise Board 6-30-22	\$0.00	\$38,490,799.63
<b>REVENUES, NON-REVENUE RECEIPTS &amp; CASH BALANCES</b>		
1000 DISTRICT SOURCES OF REVENUE (Source 1000 to 1999)	\$494,700.93	
2000 INTERMEDIATE SOURCES OF REVENUE (Source 2000 to 2999)	\$0.00	
3000 STATE SOURCES OF REVENUE (Source 3000 to 3999)	\$0.00	
4000 FEDERAL SOURCES OF REVENUE (Source 4000 to 4999)	\$0.00	
5000 NON-REVENUE RECEIPTS (Source 5000 to 5999)	\$31,013,203.75	
6000 BALANCE SHEET ACCOUNTS		
6100 CASH ACCOUNTS		
6110 Cash Balances Transferred	\$38,420,794.11	
6130 Prior Year Lapsed Appropriations	\$0.00	
6140 Estopped Warrants	\$0.00	
<b>TOTAL CASH ACCOUNTS</b>	<b>\$38,420,794.11</b>	
6200 Interfund Transfers	\$0.00	
<b>TOTAL BALANCE SHEET ACCOUNTS</b>	<b>\$38,420,794.11</b>	
<b>TOTAL REVENUES, NON-REV RECEIPTS &amp; CASH BALANCES</b>	<b>\$69,928,698.79</b>	<b>\$70,005.52</b>
Warrants Paid of Year in Caption	\$22,305,123.30	\$70,005.52
<b>TOTAL DISBURSEMENTS</b>	<b>\$22,305,123.30</b>	<b>\$70,005.52</b>
<b>CASH &amp; INVESTMENTS BALANCE JUNE 30, 2023</b>	<b>\$47,623,575.49</b>	<b>\$0.00</b>
Reserve for Warrants Outstanding	\$714,334.89	\$0.00
Reserve for Interest on Warrants	\$0.00	\$0.00
Reserves From Schedule 8	\$0.00	\$0.00
<b>TOTAL LIABILITIES AND RESERVE</b>	<b>\$714,334.89</b>	<b>\$0.00</b>
<b>DEFICIT</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>CASH FUND BAL FORWARD TO SUCCEEDING YEAR</b>	<b>\$46,909,240.60</b>	<b>\$0.00</b>

Schedule 7: Report of Prior Year Warrants Issued From Reserves	FISCAL YEAR ENDING JUNE 30, 2022		
	RESERVES 6/30/22	WARRANTS SINCE ISSUED	BALANCE LAPSED APPROPRIATIONS
<b>TOTAL PRIOR YEAR RESERVES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Schedule 8: Report of Current Year Expenditures	FISCAL YEAR ENDING JUNE 30, 2023		
	WARRANTS ISSUED	RESERVES	TOTAL EXPENDITURES
1000 Instruction	\$1,987,191.05	\$0.00	\$1,987,191.05
2000 Support Services	\$6,122,982.14	\$0.00	\$6,122,982.14
3000 Operation Of Non-Instruction Services	\$2,212.83	\$0.00	\$2,212.83
4000 Facilities Acquisition & Construcion Services	\$14,893,868.42	\$0.00	\$14,893,868.42
5000 Other Outlays	\$13,203.75	\$0.00	\$13,203.75
7000 Other Uses	\$0.00	\$0.00	\$0.00
8000 Repayments	\$0.00	\$0.00	\$0.00
<b>TOTAL EXPENDITURES 2022-23 FISCAL YEAR</b>	<b>\$23,019,458.19</b>	<b>\$0.00</b>	<b>\$23,019,458.19</b>

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CAPITAL PROJECT FUNDS BY ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023  
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT "G"

Schedule 1: Current Balance Sheet - June 30, 2023	Bond	Fund 31
ASSETS:		Amount
Cash Balances		\$37,060,924.10
Investments		\$0.00
TOTAL ASSETS		\$37,060,924.10
LIABILITIES AND RESERVES:		
Warrants Outstanding		\$569,943.83
Reserve for Interest on Warrants		\$0.00
Reserves From Schedule 8		\$0.00
TOTAL LIABILITIES AND RESERVES		\$569,943.83
CASH FUND BALANCE JUNE 30, 2023		\$36,490,980.27
TOTAL LIABILITIES, RESERVES AND CASH FUND BALANCE		\$37,060,924.10

Schedule 3: Capital Projects Fund 31 Cash Accounts of Current and all Prior Years		
CURRENT AND ALL PRIOR YEARS	2022-23	2022 & Prior Years
Cash Balance Reported to Excise Board 6-30 of Year in Caption	\$0.00	\$11,002,183.59
REVENUES, NON-REVENUE RECEIPTS & CASH BALANCES		
1000 DISTRICT SOURCES OF REVENUE (Source 1000 to 1999)	\$237,477.69	\$0.00
2000 INTERMEDIATE SOURCES OF REVENUE (Source 2000 to 2999)	\$0.00	\$0.00
3000 STATE SOURCES OF REVENUE (Source 3000 to 3999)	\$0.00	\$0.00
4000 FEDERAL SOURCES OF REVENUE (Source 4000 to 4999)	\$0.00	\$0.00
5000 NON-REVENUE RECEIPTS (Source 5000 to 5999)	\$31,000,599.99	\$0.00
6000 BALANCE SHEET ACCOUNTS		
6100 CASH ACCOUNTS		
6110 Cash Balances Transferred	\$11,002,183.59	-\$11,002,183.59
6130 Prior Year Lapsed Appropriations	\$0.00	
6140 Estopped Warrants	\$0.00	
TOTAL CASH ACCOUNTS	\$11,002,183.59	-\$11,002,183.59
6200 Interfund Transfers	\$0.00	
TOTAL BALANCE SHEET ACCOUNTS	\$11,002,183.59	-\$11,002,183.59
TOTAL REVENUES, NON-REV RECEIPTS & CASH BALANCES	\$42,240,261.27	\$0.00
Warrants Paid of Year in Caption	\$5,179,337.17	\$0.00
TOTAL DISBURSEMENTS	\$5,179,337.17	\$0.00
CASH & INVESTMENTS BALANCE JUNE 30, 2023	\$37,060,924.10	\$0.00
Reserve for Warrants Outstanding	\$569,943.83	\$0.00
Reserve for Interest on Warrants	\$0.00	\$0.00
Reserves From Schedule 8	\$0.00	\$0.00
TOTAL LIABILITIES AND RESERVE	\$569,943.83	\$0.00
DEFICIT	\$0.00	\$0.00
CASH FUND BAL FORWARD TO SUCCEEDING YEAR	\$36,490,980.27	\$0.00

Schedule 7: Report of Prior Year Warrants Issued From Reserves	FISCAL YEAR ENDING JUNE 30, 2022		
	RESERVES 6/30/22	WARRANTS SINCE ISSUED	BALANCE LAPSED APPROPRIATIONS
TOTAL PRIOR YEAR RESERVES	\$0.00	\$0.00	\$0.00

Schedule 8: Report of Current Year Expenditures	FISCAL YEAR ENDING JUNE 30, 2023		
	WARRANTS ISSUED	RESERVES	TOTAL EXPENDITURES
1000 Instruction	\$1,925,170.43	\$0.00	\$1,925,170.43
2000 Support Services	\$3,291,340.51	\$0.00	\$3,291,340.51
3000 Operation Of Non-Instruction Services	\$2,212.83	\$0.00	\$2,212.83
4000 Facilities Acquisition & Constructon Services	\$529,957.24	\$0.00	\$529,957.24
5000 Other Outlays	\$599.99	\$0.00	\$599.99
7000 Other Uses	\$0.00	\$0.00	\$0.00
8000 Repayments	\$0.00	\$0.00	\$0.00
TOTAL EXPENDITURES 2022-23 FISCAL YEAR	\$5,749,281.00	\$0.00	\$5,749,281.00

CAPITAL PROJECT FUNDS BY ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023  
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT "G"

Schedule 1: Current Balance Sheet - June 30, 2023	Bond	Fund 33
<b>ASSETS:</b>		<b>Amount</b>
Cash Balances		\$2,493.88
Investments		\$0.00
<b>TOTAL ASSETS</b>		<b>\$2,493.88</b>
<b>LIABILITIES AND RESERVES:</b>		
Warrants Outstanding		\$0.00
Reserve for Interest on Warrants		\$0.00
Reserves From Schedule 8		\$0.00
<b>TOTAL LIABILITIES AND RESERVES</b>		<b>\$0.00</b>
<b>CASH FUND BALANCE JUNE 30, 2023</b>		<b>\$2,493.88</b>
<b>TOTAL LIABILITIES, RESERVES AND CASH FUND BALANCE</b>		<b>\$2,493.88</b>

Schedule 3: Capital Projects Fund 33 Cash Accounts of Current and all Prior Years		
CURRENT AND ALL PRIOR YEARS	2022-23	2022 & Prior Years
Cash Balance Reported to Excise Board 6-30 of Year in Caption	\$0.00	\$59,261.60
<b>REVENUES, NON-REVENUE RECEIPTS &amp; CASH BALANCES</b>		
1000 DISTRICT SOURCES OF REVENUE (Source 1000 to 1999)	\$270.12	\$0.00
2000 INTERMEDIATE SOURCES OF REVENUE (Source 2000 to 2999)	\$0.00	\$0.00
3000 STATE SOURCES OF REVENUE (Source 3000 to 3999)	\$0.00	\$0.00
4000 FEDERAL SOURCES OF REVENUE (Source 4000 to 4999)	\$0.00	\$0.00
5000 NON-REVENUE RECEIPTS (Source 5000 to 5999)	\$0.00	\$0.00
<b>6000 BALANCE SHEET ACCOUNTS</b>		
<b>6100 CASH ACCOUNTS</b>		
6110 Cash Balances Transferred	\$56,181.60	-\$56,181.60
6130 Prior Year Lapsed Appropriations	\$0.00	
6140 Estopped Warrants	\$0.00	
<b>TOTAL CASH ACCOUNTS</b>	<b>\$56,181.60</b>	<b>-\$56,181.60</b>
6200 Interfund Transfers	\$0.00	
<b>TOTAL BALANCE SHEET ACCOUNTS</b>	<b>\$56,181.60</b>	<b>-\$56,181.60</b>
<b>TOTAL REVENUES, NON-REV RECEIPTS &amp; CASH BALANCES</b>	<b>\$56,451.72</b>	<b>\$3,080.00</b>
Warrants Paid of Year in Caption	\$53,957.84	\$3,080.00
<b>TOTAL DISBURSEMENTS</b>	<b>\$53,957.84</b>	<b>\$3,080.00</b>
<b>CASH &amp; INVESTMENTS BALANCE JUNE 30, 2023</b>	<b>\$2,493.88</b>	<b>\$0.00</b>
Reserve for Warrants Outstanding	\$0.00	\$0.00
Reserve for Interest on Warrants	\$0.00	\$0.00
Reserves From Schedule 8	\$0.00	\$0.00
<b>TOTAL LIABILITIES AND RESERVE</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>DEFICIT</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>CASH FUND BAL FORWARD TO SUCCEEDING YEAR</b>	<b>\$2,493.88</b>	<b>\$0.00</b>

Schedule 7: Report of Prior Year Warrants Issued From Reserves	FISCAL YEAR ENDING JUNE 30, 2022		
	RESERVES 6/30/22	WARRANTS SINCE ISSUED	BALANCE LAPSED APPROPRIATIONS
<b>TOTAL PRIOR YEAR RESERVES</b>	\$0.00	\$0.00	\$0.00

Schedule 8: Report of Current Year Expenditures	FISCAL YEAR ENDING JUNE 30, 2023		
	WARRANTS ISSUED	RESERVES	TOTAL EXPENDITURES
1000 Instruction	\$0.00	\$0.00	\$0.00
2000 Support Services	\$8,895.00	\$0.00	\$8,895.00
3000 Operation Of Non-Instruction Services	\$0.00	\$0.00	\$0.00
4000 Facilities Acquisition & Constructon Services	\$45,062.84	\$0.00	\$45,062.84
5000 Other Outlays	\$0.00	\$0.00	\$0.00
7000 Other Uses	\$0.00	\$0.00	\$0.00
8000 Repayments	\$0.00	\$0.00	\$0.00
<b>TOTAL EXPENDITURES 2022-23 FISCAL YEAR</b>	<b>\$53,957.84</b>	<b>\$0.00</b>	<b>\$53,957.84</b>

CAPITAL PROJECT FUNDS BY ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023  
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT "G"

Schedule 1: Current Balance Sheet - June 30, 2023	Bond	Fund 35
ASSETS:		Amount
Cash Balances		\$9,653,199.94
Investments		\$0.00
TOTAL ASSETS		\$9,653,199.94
LIABILITIES AND RESERVES:		
Warrants Outstanding		\$64,050.00
Reserve for Interest on Warrants		\$0.00
Reserves From Schedule 8		\$0.00
TOTAL LIABILITIES AND RESERVES		\$64,050.00
CASH FUND BALANCE JUNE 30, 2023		\$9,589,149.94
TOTAL LIABILITIES, RESERVES AND CASH FUND BALANCE		\$9,653,199.94

Schedule 3: Capital Projects Fund 35 Cash Accounts of Current and all Prior Years		
CURRENT AND ALL PRIOR YEARS	2022-23	2022 & Prior Years
Cash Balance Reported to Excise Board 6-30 of Year in Caption	\$0.00	\$24,166,624.77
REVENUES, NON-REVENUE RECEIPTS & CASH BALANCES		
1000 DISTRICT SOURCES OF REVENUE (Source 1000 to 1999)	\$225,996.61	\$0.00
2000 INTERMEDIATE SOURCES OF REVENUE (Source 2000 to 2999)	\$0.00	\$0.00
3000 STATE SOURCES OF REVENUE (Source 3000 to 3999)	\$0.00	\$0.00
4000 FEDERAL SOURCES OF REVENUE (Source 4000 to 4999)	\$0.00	\$0.00
5000 NON-REVENUE RECEIPTS (Source 5000 to 5999)	\$0.00	\$0.00
6000 BALANCE SHEET ACCOUNTS		
6100 CASH ACCOUNTS		
6110 Cash Balances Transferred	\$24,130,016.03	-\$24,130,016.03
6130 Prior Year Lapsed Appropriations	\$0.00	
6140 Estopped Warrants	\$0.00	
TOTAL CASH ACCOUNTS	\$24,130,016.03	-\$24,130,016.03
6200 Interfund Transfers	\$0.00	
TOTAL BALANCE SHEET ACCOUNTS	\$24,130,016.03	-\$24,130,016.03
TOTAL REVENUES, NON-REV RECEIPTS & CASH BALANCES	\$24,356,012.64	\$36,608.74
Warrants Paid of Year in Caption	\$14,702,812.70	\$36,608.74
TOTAL DISBURSEMENTS	\$14,702,812.70	\$36,608.74
CASH & INVESTMENTS BALANCE JUNE 30, 2023	\$9,653,199.94	\$0.00
Reserve for Warrants Outstanding	\$64,050.00	\$0.00
Reserve for Interest on Warrants	\$0.00	\$0.00
Reserves From Schedule 8	\$0.00	\$0.00
TOTAL LIABILITIES AND RESERVE	\$64,050.00	\$0.00
DEFICIT	\$0.00	\$0.00
CASH FUND BAL FORWARD TO SUCCEEDING YEAR	\$9,589,149.94	\$0.00

Schedule 7: Report of Prior Year Warrants Issued From Reserves	FISCAL YEAR ENDING JUNE 30, 2022		
	RESERVES 6/30/22	WARRANTS SINCE ISSUED	BALANCE LAPSED APPROPRIATIONS
TOTAL PRIOR YEAR RESERVES	\$0.00	\$0.00	\$0.00

Schedule 8: Report of Current Year Expenditures	FISCAL YEAR ENDING JUNE 30, 2023		
	WARRANTS ISSUED	RESERVES	TOTAL EXPENDITURES
1000 Instruction	\$0.00	\$0.00	\$0.00
2000 Support Services	\$791,337.70	\$0.00	\$791,337.70
3000 Operation Of Non-Instruction Services	\$0.00	\$0.00	\$0.00
4000 Facilities Acquisition & Construction Services	\$13,975,525.00	\$0.00	\$13,975,525.00
5000 Other Outlays	\$0.00	\$0.00	\$0.00
7000 Other Uses	\$0.00	\$0.00	\$0.00
8000 Repayments	\$0.00	\$0.00	\$0.00
TOTAL EXPENDITURES 2022-23 FISCAL YEAR	\$14,766,862.70	\$0.00	\$14,766,862.70

CAPITAL PROJECT FUNDS BY ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023  
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT "G"

Schedule 1: Current Balance Sheet - June 30, 2023	Bond	Fund 39
<b>ASSETS:</b>		<b>Amount</b>
Cash Balances		\$906,957.57
Investments		\$0.00
<b>TOTAL ASSETS</b>		<b>\$906,957.57</b>
<b>LIABILITIES AND RESERVES:</b>		
Warrants Outstanding		\$80,341.06
Reserve for Interest on Warrants		\$0.00
Reserves From Schedule 8		\$0.00
<b>TOTAL LIABILITIES AND RESERVES</b>		<b>\$80,341.06</b>
<b>CASH FUND BALANCE JUNE 30, 2023</b>		<b>\$826,616.51</b>
<b>TOTAL LIABILITIES, RESERVES AND CASH FUND BALANCE</b>		<b>\$906,957.57</b>

Schedule 3: Capital Projects Fund 39 Cash Accounts of Current and all Prior Years		
CURRENT AND ALL PRIOR YEARS	2022-23	2022 & Prior Years
Cash Balance Reported to Excise Board 6-30 of Year in Caption	\$0.00	\$3,262,729.67
<b>REVENUES, NON-REVENUE RECEIPTS &amp; CASH BALANCES</b>		
1000 DISTRICT SOURCES OF REVENUE (Source 1000 to 1999)	\$30,956.51	\$0.00
2000 INTERMEDIATE SOURCES OF REVENUE (Source 2000 to 2999)	\$0.00	\$0.00
3000 STATE SOURCES OF REVENUE (Source 3000 to 3999)	\$0.00	\$0.00
4000 FEDERAL SOURCES OF REVENUE (Source 4000 to 4999)	\$0.00	\$0.00
5000 NON-REVENUE RECEIPTS (Source 5000 to 5999)	\$12,603.76	\$0.00
<b>6000 BALANCE SHEET ACCOUNTS</b>		
<b>6100 CASH ACCOUNTS</b>		
6110 Cash Balances Transferred	\$3,232,412.89	-\$3,232,412.89
6130 Prior Year Lapsed Appropriations	\$0.00	
6140 Estopped Warrants	\$0.00	
<b>TOTAL CASH ACCOUNTS</b>	<b>\$3,232,412.89</b>	<b>-\$3,232,412.89</b>
6200 Interfund Transfers	\$0.00	
<b>TOTAL BALANCE SHEET ACCOUNTS</b>	<b>\$3,232,412.89</b>	<b>-\$3,232,412.89</b>
<b>TOTAL REVENUES, NON-REV RECEIPTS &amp; CASH BALANCES</b>	<b>\$3,275,973.16</b>	<b>\$30,316.78</b>
Warrants Paid of Year in Caption	\$2,369,015.59	\$30,316.78
<b>TOTAL DISBURSEMENTS</b>	<b>\$2,369,015.59</b>	<b>\$30,316.78</b>
<b>CASH &amp; INVESTMENTS BALANCE JUNE 30, 2023</b>	<b>\$906,957.57</b>	<b>\$0.00</b>
Reserve for Warrants Outstanding	\$80,341.06	\$0.00
Reserve for Interest on Warrants	\$0.00	\$0.00
Reserves From Schedule 8	\$0.00	\$0.00
<b>TOTAL LIABILITIES AND RESERVE</b>	<b>\$80,341.06</b>	<b>\$0.00</b>
<b>DEFICIT</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>CASH FUND BAL FORWARD TO SUCCEEDING YEAR</b>	<b>\$826,616.51</b>	<b>\$0.00</b>

Schedule 7: Report of Prior Year Warrants Issued From Reserves	FISCAL YEAR ENDING JUNE 30, 2022		
	RESERVES 6/30/22	WARRANTS SINCE ISSUED	BALANCE LAPSED APPROPRIATIONS
<b>TOTAL PRIOR YEAR RESERVES</b>	\$0.00	\$0.00	\$0.00

Schedule 8: Report of Current Year Expenditures	FISCAL YEAR ENDING JUNE 30, 2023		
	WARRANTS ISSUED	RESERVES	TOTAL EXPENDITURES
1000 Instruction	\$62,020.62	\$0.00	\$62,020.62
2000 Support Services	\$2,031,408.93	\$0.00	\$2,031,408.93
3000 Operation Of Non-Instruction Services	\$0.00	\$0.00	\$0.00
4000 Facilities Acquisition & Constructon Services	\$343,323.34	\$0.00	\$343,323.34
5000 Other Outlays	\$12,603.76	\$0.00	\$12,603.76
7000 Other Uses	\$0.00	\$0.00	\$0.00
8000 Repayments	\$0.00	\$0.00	\$0.00
<b>TOTAL EXPENDITURES 2022-23 FISCAL YEAR</b>	<b>\$2,449,356.65</b>	<b>\$0.00</b>	<b>\$2,449,356.65</b>

TOTAL EXPENDABLE TRUST FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023  
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT "J"

Schedule 1: Current Balance Sheet - June 30, 2023	TOTAL OF ALL FUNDS
ASSETS:	Amount
Cash Balances	\$204,264.61
Investments	\$0.00
TOTAL ASSETS	\$204,264.61
LIABILITIES AND RESERVES:	
Warrants Outstanding	\$0.00
Reserve for Interest on Warrants	\$0.00
Reserves From Schedule 8	\$0.00
TOTAL LIABILITIES AND RESERVES	\$0.00
CASH FUND BALANCE JUNE 30, 2023	\$204,264.61
TOTAL LIABILITIES, RESERVES AND CASH FUND BALANCE	\$204,264.61

Schedule 3: Expendable Trust Fund Total Of All Funds Cash Accounts of Current and all Prior Years		
CURRENT AND ALL PRIOR YEARS	2022-23	2022 & Prior Years
Cash Balance Reported to Excise Board 6-30 of Year in Caption	\$0.00	\$200,865.48
REVENUES, NON-REVENUE RECEIPTS & CASH BALANCES		
1000 DISTRICT SOURCES OF REVENUE (Source 1000 to 1999)	\$4,264.61	
2000 INTERMEDIATE SOURCES OF REVENUE (Source 2000 to 2999)	\$0.00	
3000 STATE SOURCES OF REVENUE (Source 3000 to 3999)	\$0.00	
4000 FEDERAL SOURCES OF REVENUE (Source 4000 to 4999)	\$0.00	
5000 NON-REVENUE RECEIPTS (Source 5000 to 5999)	\$0.00	
6000 BALANCE SHEET ACCOUNTS		
6100 CASH ACCOUNTS		
6110 Cash Balances Transferred	\$200,865.48	
6130 Prior Year Lapsed Appropriations	\$0.00	
6140 Estopped Warrants	\$0.00	
TOTAL CASH ACCOUNTS	\$200,865.48	
6200 Interfund Transfers	-\$865.48	
TOTAL BALANCE SHEET ACCOUNTS	\$200,000.00	
TOTAL REVENUES, NON-REV RECEIPTS & CASH BALANCES	\$204,264.61	\$0.00
Warrants Paid of Year in Caption	\$0.00	\$0.00
TOTAL DISBURSEMENTS	\$0.00	\$0.00
CASH & INVESTMENTS BALANCE JUNE 30, 2023	\$204,264.61	\$0.00
Reserve for Warrants Outstanding	\$0.00	\$0.00
Reserve for Interest on Warrants	\$0.00	\$0.00
Reserves From Schedule 8	\$0.00	\$0.00
TOTAL LIABILITIES AND RESERVE	\$0.00	\$0.00
DEFICIT	\$0.00	\$0.00
CASH FUND BAL FORWARD TO SUCCEEDING YEAR	\$204,264.61	\$0.00

Schedule 7: Report of Prior Year Warrants Issued From Reserves	FISCAL YEAR ENDING JUNE 30, 2022		
	RESERVES 6/30/22	WARRANTS SINCE ISSUED	BALANCE LAPSED APPROPRIATIONS
TOTAL PRIOR YEAR RESERVES	\$0.00	\$0.00	\$0.00

Schedule 8: Report of Current Year Expenditures	FISCAL YEAR ENDING JUNE 30, 2023		
	WARRANTS ISSUED	RESERVES	TOTAL EXPENDITURES
1000 Instruction	\$0.00	\$0.00	\$0.00
2000 Support Services	\$0.00	\$0.00	\$0.00
3000 Operation Of Non-Instruction Services	\$0.00	\$0.00	\$0.00
4000 Facilities Acquisition & Constructon Services	\$0.00	\$0.00	\$0.00
5000 Other Outlays	\$0.00	\$0.00	\$0.00
7000 Other Uses	\$0.00	\$0.00	\$0.00
8000 Repayments	\$0.00	\$0.00	\$0.00
TOTAL EXPENDITURES 2022-23 FISCAL YEAR	\$0.00	\$0.00	\$0.00

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## CERTIFICATE OF EXCISE BOARD

State of Oklahoma, County of Tulsa

We, do further certify that we have examined the statement of estimated needs for the current fiscal year ending June 30, 2023, as certified by the Board of Education of Owasso Public Schools, District Number I-11 of said County and State, and its financial statement for the preceding year, and in so doing we have diligently performed the duties imposed upon this Excise Board by 68 O. S. 2001 Section 3007, by (1) ascertaining that the financial statements, as to the statistics therein contained, reflect the true fiscal condition at the close of the fiscal year, or caused the same to be corrected so to show; (2) struck from the estimate of needs so submitted any items not authorized by law and reduced to the sum authorized by law any items restricted by statute as to the amount lawfully expendable therefor; (3) supplemented such estimate, after appropriate action, by an estimate of needs prepared by this Excise Board to make provision for mandatory functions based upon statistics authoritatively submitted; (4) computed the total means available to each fund in the manner provided, applying the Governing Board's estimate of revenue to be derived from surplus tax of the immediately preceding year and from sources other than ad valorem tax, or reduced such estimate to not less than the lawfully authorized ratio of the several sums realized from such sources during the preceding fiscal year or to such lesser sum as may reasonably be anticipated under altered law or circumstance and using for such determination the basic collections of the preceding year and the ratios on which distribution or apportionment must be made during the ensuing or current year.

To the several and specific purposes of the estimated needs as certified, we have and do hereby appropriate the surplus balances of cash on hand of the prior year, estimates of income from sources other than ad valorem taxation within the limitation fixed by law, and the proceeds of ad valorem tax levy within the number of mills authorized, either by apportionment by the Legislature, allocation by the excise board or by legal election, all of which appropriations are made in so far as the available surpluses, revenues, and levies will permit, except in that we have also provided that, after deducting items consisting of cash and the revenue from all sources other than the 2023 tax and the proceeds of the 2023 tax levy are in excess of the residue of such appropriations, by a sum included for delinquent tax, computed at 10.0% of such residue. And provided further, if said School District has been ascertained to be a well defined State Aid District, the local budget, as approved and appropriated for, has been applied wholly to its operating accounts.

We further certify that the amount required to be raised from tax, excluding Homesteads, for General Revenue Fund purposes as approved, requires a total ad valorem tax levy of 35.000 Mills. Said levy is within the statutory limit, and if in excess, is within the constitutional limit and has been authorized by a vote of the people of said district, as shown by certificate of the School Board to-wit:

To this District, with valuations shown below, the Excise Board allocated 5.000 Mills, plus 15.000 Mills authorized by the Constitution, plus an emergency levy of 5.000 Mills; plus local support levy of 10.000 Mills; for a total levy for the General Fund of 35.000 Mills.

We further certify that the amount required to be raised for building fund purposes as approved requires a tax levy of 5.000 Mills, and said levy has been certified as authorized by a vote of the people at an election held for that purpose. We further certify that Assessed Values used in computing Mill-vote levies have been applied as certified by the County Assessor.

We further certify that we have examined the within statements of account and estimated needs or requirements of the Governing Board of Owasso Public Schools, School District No. I-11 of said County and State, in relation to the Sinking Fund or Funds thereof, and after finding the same correct or having caused the same to be corrected pursuant to 68 O. S. 2001 Section 3009, have approved the requirements therefor to fulfill the conditions of Section 26 and 28 of Article 10, Oklahoma Constitution, and have made and certified a tax levy therefor to the extent of the excess of said total requirements over the total of items 2, 3, 6, and 12 of Exhibit Y and any other legal deduction, including a reserve of 10.0% for delinquent taxes.

CERTIFICATE OF EXCISE BOARD  
ESTIMATE OF NEEDS FOR 2023-2024

EXHIBIT "Y"					
County Excise Board's Appropriation of Income and Revenue	General Fund	Building Fund	Co-op Fund	Child Nutrition Fund	New Sinking Fund (Exc. Homesteads)
Appropriation Approved and Provision Made	\$ 89,767,739.85	\$ 6,969,744.35	\$ 0.00	\$ 6,337,170.10	\$ 19,660,397.92
Appropriation of Revenues:					
Excess of Assets Over Liabilities	\$ 14,472,763.48	\$ 3,486,854.69	\$ 0.00	\$ 2,542,882.97	\$ 2,426,377.48
Unclaimed Protest Tax Refunds	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Miscellaneous Estimated Revenues	\$ 50,916,864.81	\$ 0.00	\$ 0.00	\$ 3,794,287.13	None
Est. Value of Surplus Tax in Process	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	None
Sinking Fund Contributions	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Surplus Building Fund Cash	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Other Than 2023 Tax	\$ 65,389,628.29	\$ 3,486,854.69	\$ 0.00	\$ 6,337,170.10	\$ 2,426,377.48
Balance Required	\$ 24,378,111.56	\$ 3,482,889.66	\$ 0.00	\$ 0.00	\$ 17,234,020.44
Add Allowance for Delinquency	\$ 2,437,811.16	\$ 348,288.97	\$ 0.00	\$ 0.00	\$ 861,701.02
Total Required for 2023 Tax	\$ 26,815,922.72	\$ 3,831,178.63	\$ 0.00	\$ 0.00	\$ 18,095,721.46
Rate of Levy Required and Certified	-----	-----	-----	-----	24.49 Mills

We further certify that the net assessed valuation of the Property, subject to ad valorem taxes, after the amount of all Homestead Exemptions have been deducted in the said School District as finally equalized and certified by the Board of Equalization for the current year 2023-2024 is as follows:

VALUATION AND LEVIES EXCLUDING HOMESTEADS				
County	Real	Personal	Public Service	Total
This County Tulsa	\$ 407,505,126	\$ 81,259,218	\$ 17,409,309	\$ 506,173,653
Joint County Rogers	\$ 225,005,961	\$ 5,339,980	\$ 2,426,744	\$ 232,772,685
Joint County	\$ 0	\$ 0	\$ 0	\$ 0
Joint County	\$ 0	\$ 0	\$ 0	\$ 0
Joint County	\$ 0	\$ 0	\$ 0	\$ 0
Joint County	\$ 0	\$ 0	\$ 0	\$ 0
Joint County	\$ 0	\$ 0	\$ 0	\$ 0
Joint County	\$ 0	\$ 0	\$ 0	\$ 0
Joint County	\$ 0	\$ 0	\$ 0	\$ 0
Joint County	\$ 0	\$ 0	\$ 0	\$ 0
Joint County	\$ 0	\$ 0	\$ 0	\$ 0
Joint County	\$ 0	\$ 0	\$ 0	\$ 0
Joint County	\$ 0	\$ 0	\$ 0	\$ 0
Joint County	\$ 0	\$ 0	\$ 0	\$ 0
Joint County	\$ 0	\$ 0	\$ 0	\$ 0
Total Valuations, All Counties	\$ 632,511,087	\$ 86,599,198	\$ 19,836,053	\$ 738,946,338

The assessed valuations herein certified have been used in computing the rates of mill levies and the proceeds thereof appropriated as aforesaid; and that having ascertained as aforesaid, the aggregate amount to be raised by ad valorem taxation, be raised by ad valorem taxation, we thereupon made the above levies therefor as provided by law as follows:



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ALL FUND ACCOUNTS COVERING THE PERIOD JULY 1, 2022 TO JUNE 30, 2023  
STATISTICAL DATA FOR 2023-2024

EXHIBIT "Z"

Schedule 1: SUMMARY RECAPITULATION OF SCHOOL COSTS FOR THE FISCAL YEAR ENDING JUNE 30, 2023, AND  
APPORTIONMENT THEREOF

CLASSIFICATION	ACCUMULATION OF EXPENDITURES AND UNLIQUIDATED COMMITMENTS TO DETERMINE PER CAPITA COSTS							
Expenditures and Reserves	GENERAL REVENUE FUND	CHILD NUTRITION FUND	BUILDING FUND	SINKING FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECT FUNDS		
Current Exp. - Educational	\$ 64,730,462.01	\$ 4,253,856.79	\$ 4,827,345.03	\$ 0.00	\$ 0.00	\$ 0.00		
Current Exp. - Transportation	\$ 4,444,455.07	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00		
Current Res. - Educational	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00		
Current Res. - Transportation	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00		
Capital Exp. - Educational	\$ 0.00	\$ 0.00	\$ 0.00	\$ 21,530,000.00	\$ 0.00	\$ 0.00		
Capital Exp. - Transportation	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00		
Capital Res. - Educational	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00		
Capital Res. - Transportation	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00		
Interest Paid and Reserved	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,488,800.00	\$ 0.00	\$ 0.00		
<b>TOTALS</b>	<b>\$ 69,174,917.08</b>	<b>\$ 4,253,856.79</b>	<b>\$ 4,827,345.03</b>	<b>\$ 23,018,800.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>		
<b>Enumeration</b>		0.00	<b>Average Daily Attendance</b>		0.00	<b>Average Daily Haul</b>		0.00

Expenditures and Reserves	ENTERPRISE FUNDS	ACTIVITY FUNDS	EXPENDABLE TRUST FUNDS	NON- EXPENDABLE TRUST FUNDS	INTERNAL SERVICE FUNDS	
Current Expenditures - Educational	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Current Expenditures - Transportation	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Current Reserves - Educational	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Current Reserves - Transportation	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Capital Expenditures - Educational	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Capital Expenditures - Transportation	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Capital Reserves - Educational	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Capital Reserves - Transportation	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
Interest Paid and Reserved	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
<b>TOTALS</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	
<b>Per Capita Cost for:</b>		<b>Education</b>	\$ 0.00	<b>Transportation</b>		\$ 0.00

Expenditures and Reserves	TOTAL OF ALL APPLICABLE COSTS 2022-2023	OPERATION COSTS ONLY	TRANSPORTATION COSTS ONLY
Current Expenditures - Educational	\$ 73,811,663.83	\$ 73,811,663.83	\$ 0.00
Current Expenditures - Transportation	\$ 4,444,455.07	\$ 0.00	\$ 4,444,455.07
Current Reserves - Educational	\$ 0.00	\$ 0.00	\$ 0.00
Current Reserves - Transportation	\$ 0.00	\$ 0.00	\$ 0.00
Capital Expenditures - Educational	\$ 21,530,000.00	\$ 21,530,000.00	\$ 0.00
Capital Expenditures - Transportation	\$ 0.00	\$ 0.00	\$ 0.00
Capital Reserves - Educational	\$ 0.00	\$ 0.00	\$ 0.00
Capital Reserves - Transportation	\$ 0.00	\$ 0.00	\$ 0.00
Interest Paid and Reserved	\$ 1,488,800.00	\$ 1,488,800.00	\$ 0.00
<b>TOTALS</b>	<b>\$ 101,274,918.90</b>	<b>\$ 96,830,463.83</b>	<b>\$ 4,444,455.07</b>

Publication Sheet - Board of Education  
 Financial Statement of the Various Funds for the Fiscal Year Ending June 30, 2023  
 Estimate of Needs for Fiscal Year Ending June 30, 2024  
 Owasso Public Schools, School District No. I-11, Tulsa County, Oklahoma

STATEMENT OF FINANCIAL CONDITION

STATEMENT OF FINANCIAL CONDITION AS OF JUNE 30, 2023	GENERAL FUND DETAIL	BUILDING FUND DETAIL	CO-OP FUND DETAIL	NUTRITION FUND DETAIL
<b>ASSETS:</b>				
Cash Balance June 30, 2023	\$ 16,112,706.02	\$ 3,690,304.65	\$ 0.00	\$ 2,550,328.25
Investments	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL ASSETS</b>	<b>\$ 16,112,706.02</b>	<b>\$ 3,690,304.65</b>	<b>\$ 0.00</b>	<b>\$ 2,550,328.25</b>
<b>LIABILITIES AND RESERVES:</b>				
Warrants Outstanding	\$ 1,639,942.54	\$ 203,449.96	\$ 0.00	\$ 7,445.28
Reserves From Schedule 7	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL LIABILITIES AND RESERVES</b>	<b>\$ 1,639,942.54</b>	<b>\$ 203,449.96</b>	<b>\$ 0.00</b>	<b>\$ 7,445.28</b>
<b>CASH FUND BALANCE (Deficit) JUNE 30, 2023</b>	<b>\$ 14,472,763.48</b>	<b>\$ 3,486,854.69</b>	<b>\$ 0.00</b>	<b>\$ 2,542,882.97</b>

ESTIMATED NEEDS FOR FISCAL YEAR ENDING JUNE 30, 2024

GENERAL FUND		SINKING FUND BALANCE SHEET	
Current Expense	\$ 89,767,739.85	1. Cash Balance on Hand June 30, 2023	\$ 2,943,531.65
Reserve for Int. on Warrants & Revaluation	\$ 0.00	2. Legal Investments Properly Maturing	\$ 0.00
<b>Total Required</b>	<b>\$ 89,767,739.85</b>	3. Judgments Paid To Recover By Tax Levy	\$ 0.00
<b>FINANCED:</b>		4. Total Liquid Assets	\$ 2,943,531.65
Cash Fund Balance	\$ 14,472,763.48	<b>Deduct Matured Indebtedness:</b>	
Estimated Miscellaneous Revenue	\$ 50,916,864.81	5. a. Past-Due Coupons	\$ 0.00
<b>Total Deductions</b>	<b>\$ 65,389,628.29</b>	6. b. Interest Accrued Thereon	\$ 0.00
Balance to Raise from Ad Valorem Tax	\$ 24,378,111.56	7. c. Past-Due Bonds	\$ 0.00
<b>ESTIMATED MISCELLANEOUS REVENUE:</b>		8. d. Interest Thereon after Last Coupon	\$ 0.00
1000 Other District Sources of Revenue	\$ 900,000.00	9. e. Fiscal Agency Commissions on Above	\$ 0.00
2100 County 4 Mill Ad Valorem Tax	\$ 2,610,581.78	10. f. Judgments and Int. Levied for/Unpaid	\$ 0.00
2200 County Apportionment (Mortgage Tax)	\$ 461,781.15	11. Total Items a. Through .f	\$ 0.00
2300 Resale of Property Fund Distribution	\$ 0.00	12. Balance of Assets Subject to Accrual	\$ 2,943,531.65
2900 Other Intermediate Sources of Revenue	\$ 0.00	<b>Deduct Accrual Reserve if Assets Sufficient:</b>	
3110 Gross Production Tax	\$ 7,910.56	13. g. Earned Unmatured Interest	\$ 97,154.17
3120 Motor Vehicle Collections	\$ 3,743,836.71	14. h. Accrual on Final Coupons	\$ 0.00
3130 Rural Electric Cooperative Tax	\$ 106,131.85	15. i. Accrued on Unmatured Bonds	\$ 420,000.00
3140 State School Land Earnings	\$ 1,326,028.50	16. Total Items g Through i	\$ 517,154.17
3150 Vehicle Tax Stamps	\$ 19,030.47	17. Excess of Assets Over Accrual Reserves **(Page 2)	\$ 2,426,377.48
3160 Farm Implement Tax Stamps	\$ 0.00	<b>SINKING FUND REQUIREMENTS FOR 2023-2024</b>	
3170 Trailers and Mobile Homes	\$ 0.00	1. Interest Earnings on Bonds	\$ 2,685,397.92
3190 Other Dedicated Revenue	\$ 0.00	2. Accrual on Unmatured Bonds	\$ 16,975,000.00
3200 State Aid - General Operations	\$ 36,449,421.32	3. Annual Accrual on "Prepaid" Judgments	\$ 0.00
3300 State Aid - Competitive Grants	\$ 0.00	4. Annual Accrual on Unpaid Judgments	\$ 0.00
3400 State - Categorical	\$ 634,712.46	5. Interest on Unpaid Judgments	\$ 0.00
3500 Special Programs	\$ 0.00	6. PARTICIPATING CONTRIBUTIONS (Annexations):	\$ 0.00
3600 Other State Sources of Revenue	\$ 0.00	7. For Credit to School Dist. No.	\$ 0.00
3700 Child Nutrition Program	\$ 0.00	8. For Credit to School Dist. No.	\$ 0.00
3800 State Vocational Programs	\$ 101,160.00	9. For Credit to School Dist. No.	\$ 0.00
4100 Capital Outlay	\$ 393,596.00	10. For Credit to School Dist. No.	\$ 0.00
4200 Disadvantaged Students	\$ 1,172,243.63	11. Annual Accrual From Exhibit KK	\$ 0.00
4300 Individuals With Disabilities	\$ 1,996,894.66	<b>Total Sinking Fund Requirements</b>	<b>\$ 19,660,397.92</b>
4400 Minority	\$ 59,024.87	<b>Deduct:</b>	
4500 Operations	\$ 0.00	1. Excess of Assets over Liabilities (if not a deficit)	\$ 2,426,377.48
4600 Other Federal Sources of Revenue	\$ 934,510.85	2. Contributions From Other Districts	\$ 0.00
4700 Child Nutrition Programs	\$ 0.00	<b>Balance To Raise</b>	<b>\$ 17,234,020.44</b>
4800 Federal Vocational Education	\$ 0.00		
5000 Non-Revenue Receipts	\$ 0.00		
<b>Total Estimated Revenue</b>	<b>\$ 50,916,864.81</b>		

	SINKING FUND
13d. j. Unmatured Coupons Due Before 4-1-2024	\$ 0.00
14d. k. Unmatured Bonds So Due	\$ 0.00
15d. l. Whatever Remains is for Exhibit KK Line E.	\$ 0.00
16d. Deficit as Shown on Sinking Fund Balance Sheet.	\$ 0.00
17d. Less Cash Requirements for Current Fiscal Year in Excess of Cash on H	\$ 0.00
18d. Remaining Deficit is for Exhibit KK Line F.	\$ 0.00

BUILDING FUND	
Current Expense	\$ 6,969,744.35
Reserve for Int. on Warrants & Revaluation	\$ 0.00
<b>Total Required</b>	<b>\$ 6,969,744.35</b>
<b>FINANCED:</b>	
Cash Fund Balance	\$ 3,486,854.69
Estimated Miscellaneous Revenue	\$ 0.00
<b>Total Deductions</b>	<b>\$ 3,486,854.69</b>
Balance to Raise from Ad Valorem Tax	\$ 3,482,889.66

	CO-OP FUND	CHILD NUTRITION PROGRAMS FUND
Current Expense	\$ 0.00	\$ 6,337,170.10
Reserve for Int. on Warrants & Revaluation	\$ 0.00	\$ 0.00
<b>Total Required</b>	<b>\$ 0.00</b>	<b>\$ 6,337,170.10</b>
<b>FINANCED:</b>		
Cash Fund Balance	\$ 0.00	\$ 2,542,882.97
Estimated Miscellaneous Revenue	\$ 0.00	\$ 3,794,287.13
<b>Total Deductions</b>	<b>\$ 0.00</b>	<b>\$ 6,337,170.10</b>
Balance	\$ 0.00	\$ 0.00

Publication Sheet - Board of Education  
Financial Statement of the Various Funds for the Fiscal Year Ending June 30, 2023  
Estimate of Needs for Fiscal Year Ending June 30, 2024  
Public Schools, School District No. , County, Oklahoma

CERTIFICATE - GOVERNING BOARD

STATE OF OKLAHOMA, COUNTY OF TULSA, ss:

We, the undersigned duly elected, qualified and acting officers of the Board of Education of Owasso Public Schools, School District No. I-11, of Said County and State, do hereby certify that at a meeting of the Governing Body of the said District begun at the time provided by law for districts of this class and pursuant to the provisions of 68 O. S. 2001 Section 3003, the foregoing statement was prepared and is a true and correct condition of the Financial Affairs of said District as reflected by the records of the District Clerk and Treasurer. We further certify that the foregoing estimate for current expenses for the fiscal year beginning July 1, 2023 and ending June 30, 2024, as shown are reasonably necessary for the proper conduct of the affairs of the said District, that the Estimated Income to be derived from sources other than ad valorem taxation does not exceed the lawfully authorized ratio of the revenue derived from the same sources during the preceding year.

\_\_\_\_\_  
President of Board of Education

Subscribed and sworn to before me this \_\_\_\_\_ d. \_\_\_\_\_, 2023

\_\_\_\_\_  
Notary Public

The Estimate of Needs shall be published in one issue in some legally qualified newspaper published in such political subdivision. If there be no such newspaper published in such political subdivision, such statement and estimate shall be so published in some legally qualified newspaper of general circulation therein; and such publication shall be made, in each instance, by the board or authority making the estimate.

**Owasso Public Schools**

Support Salary Scales

page 4 of 4

**Fiscal Year 2023-24**

Additional Scales

step	Accompanist (hourly)	lunchroom monitor (hourly)
0	15.20	10.65
1	15.45	10.90
2	15.70	11.15
3	15.95	11.40
4	16.20	11.65
5	16.55	11.90
6	16.80	
7	17.05	
8	17.30	

918-906-3687

**OHS Gym ADVERTISING AGREEMENT  
Ram Club – Volleyball**

THIS AGREEMENT is made and entered by and between the OWASSO ATHLETIC DEPARTMENT of THE INDEPENDENT SCHOOL DISTRICT NO. 11 OF TULSA COUNTY, OKLAHOMA, a/k/a Owasso Public Schools (the "District") and INSPIRE FINANCIAL GROUP (the "Sponsor"). (JOSH WAWRONEK)

In consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Scoreboard Advertising.** The District hereby designates the Sponsor as a Ram Club - 1 Sponsor and leases to the Sponsor one digital rotation on LED sign in the OHS gym.
2. **Term.** The term of this Agreement shall extend for a period of one (1) year beginning on 8/1/23 of the current year and ending date on July 31<sup>st</sup> of the next year.
3. **Consideration.** The Sponsor agrees to pay the Athletic Department \$1,000 per year, in advance and paid in full of the current year, in consideration for the advertising rights granted to the Sponsor during the term of this Agreement.
4. **Installation and Maintenance.** The Sponsor will bear the responsibility and expense for the fabrication and submission to the Athletic Department of the District of said Sponsor's logo for the Sponsor's advertising panel. All such activities will be coordinated with the District. Sponsor agrees to submit an artwork and advertising copy to the District for approval prior to the installation on the scoreboard. The District may reject, in whole or in part, any artwork or advertising copy which the District, in its sole discretion, determines to be objectionable in appearance or subject matter, offensive, controversial, contrary to the educational mission of the District, or which interferes with existing marketing programs or contracts.
5. **Location.** The District will, in its sole discretion, determine the specific location on the scoreboard/message center where the Sponsor's advertising panel will be displayed.
6. **Intellectual Property Rights.** The Sponsor represents and warrants to the District that all marks, logos and advertising copy is owned by the Sponsor or that the Sponsor has the authority to make use of such property in the manner contemplated by the Agreement. The Sponsor agrees to indemnify and hold the District harmless from and against all claims, damages, costs and expenses, including attorneys' fees, arising from any claims for trademark or copyright infringement or violation of other intellectual property rights.
7. **Termination.** The District may terminate this Agreement by written notice of the Sponsor if the Sponsor fails to pay rental payments within (10) days after notice of nonpayment or for material breach by the Sponsor of any other term or condition contained herein.
8. **Assignment.** The Agreement may not be assigned by Sponsor, in whole or in part, without the prior written consent of the District.

9. **Entire Agreement.** This Agreement sets forth the entire agreement of the parties and replaces and supersedes all other agreements. This Agreement cannot be modified, terminated or otherwise amended except by written instrument signed by both parties.

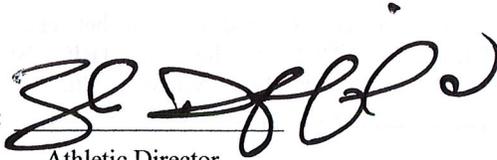
Dated: 8.9.23

Owasso Athletic Department

by: \_\_\_\_\_

BOE President

by: \_\_\_\_\_

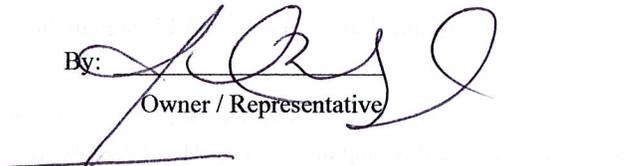


Athletic Director

ZACH DUFFIELD

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

Owner / Representative



JOSH WAWRZONEK



### **SCOREBOARD ADVERTISING AGREEMENT Ram Club - Bronze**

THIS AGREEMENT is made and entered into by and between the OWASSO ATHLETIC DEPARTMENT of THE INDEPENDENT SCHOOL DISTRICT NO. 11 OF TULSA COUNTY, OKLAHOMA, a/k/a Owasso Public Schools (the "District") and NovaStar Family Medicine (the "Sponsor").

In consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Scoreboard Advertising.** The District hereby designates the Sponsor as a Ram Club - Bronze Sponsor and leases to the Sponsor **one end zone sign on home Varsity Football nights at the Owasso Stadium.**
2. **Term.** The term of this Agreement shall extend for a period of one (1) year beginning on 8/22/2023 of the current year and ending in one year.
3. **Consideration.** The Sponsor agrees to pay the Athletic Department \$2,000 per year, in advance and paid in full each year, in consideration for the advertising rights granted to the Sponsor during the term of this Agreement. **The Sponsor will a Logo on Athletic Web Site, and a business mention on Owasso Athletics social media platforms per month. The Sponsor will also receive a Business mention in all of the Owasso Rams Radio Broadcasts and a logo presence in the Owasso Rams seasonal media guide.**
- 4.
5. **Installation and Maintenance.** The Sponsor will bear the responsibility and expense for the fabrication and submission of said Sponsor's logo for the Sponsor's advertising panel to the Athletic Department of the District. All such activities will be coordinated with the District. Sponsor agrees to submit an artwork and advertising copy to the District for approval prior to the installation on the scoreboard. The District may reject, in whole or in part, any artwork or advertising copy which the District, in its sole discretion, determines to be objectionable in appearance or subject matter, offensive, controversial, contrary to the educational mission of the District, or which interferes with existing marketing programs or contracts. The Athletic Department of the District will bear the responsibility for all expenses of fabricating and maintaining Sponsor's advertising panel.
5. **Location.** The District will, in its sole discretion, determine the specific location on the scoreboard/message center where the Sponsor's advertising panel will be displayed.

6. **Intellectual Property Rights.** The Sponsor represents and warrants to the District that all marks, logos and advertising copy is owned by the Sponsor or that the Sponsor has the authority to make use of such property in the manner contemplated by the Agreement. The Sponsor agrees to indemnify and hold the District harmless from and against all claims, damages, costs and expenses, including attorneys' fees, arising from any claims for trademark or copyright infringement or violation of other intellectual property rights.
7. **Termination.** The District may terminate this Agreement by written notice of the Sponsor if the Sponsor fails to pay rental payments within (10) days after notice of nonpayment or for material breach by the Sponsor of any other term or condition contained herein.
8. **Assignment.** The Agreement may not be assigned by Sponsor, in whole or in part, without the prior written consent of the District.
9. **Entire Agreement.** This Agreement sets forth the entire agreement of the parties and replaces and supersedes all other agreements. This Agreement cannot be modified, terminated or otherwise amended except by written instrument signed by both parties.

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

Owasso Athletic Department

by: \_\_\_\_\_  
BOE President

by:   
Athletic Director

ZACH DUFFIELD

By:   
Owner / Representative

Harold Jones

## **Policy Changes 2023-2024**

**Maternity Leave (2.13) – Certified Personnel:** Policy has been added to be in compliance with SB 1211.

**Maternity Leave (2.13) – Administrators:** Policy has been added to be in compliance with SB 1211.

**Maternity Leave (3.12) – Support Personnel:** Policy has been added to be in compliance with SB 1211.

### **Maternity Leave (2.13): Certified Personnel**

The board of education shall provide maternity leave to all full-time employees of the school district who have been employed by the school district for at least one year and have worked for the school district for at least one thousand two hundred fifty (1,250) hours during the preceding twelve-month period. Eligible employees shall be entitled to six (6) weeks of paid maternity leave following the birth of the employee's child. The six (6) weeks of maternity leave shall be immediately following the birth of the school district employee's child. Maternity leave shall be taken prior to any other paid leave.

### **Maternity Leave (2.13): Administrators**

The board of education shall provide maternity leave to all full-time employees of the school district who have been employed by the school district for at least one year and have worked for the school district for at least one thousand two hundred fifty (1,250) hours during the preceding twelve-month period. Eligible employees shall be entitled to six (6) weeks of paid maternity leave following the birth of the employee's child. The six (6) weeks of maternity leave shall be immediately following the birth of the school district employee's child. Maternity leave shall be taken prior to any other paid leave.

### **Maternity Leave (3.12): Support Personnel**

The board of education shall provide maternity leave to all full-time employees of the school district who have been employed by the school district for at least one year and have worked for the school district for at least one thousand two hundred fifty (1,250) hours during the preceding twelve-month period. Eligible employees shall be entitled to six (6) weeks of paid maternity leave following the birth of the employee's child. The six (6) weeks of maternity leave shall be immediately following the birth of the school district employee's child. Maternity leave shall be taken prior to any other paid leave.

## **Policy Changes 2023-2024**

**Maternity Leave (2.13) – Certified Personnel:** Policy has been added to be in compliance with SB 1211.

**Maternity Leave (2.13) – Administrators:** Policy has been added to be in compliance with SB 1211.

**Maternity Leave (3.12) – Support Personnel:** Policy has been added to be in compliance with SB 1211.

### **Maternity Leave (2.13): Certified Personnel**

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### **Maternity Leave (2.13): Administrators**

The board of education shall provide maternity leave to all full-time employees of the school district who have been employed by the school district for at least one year and have worked for the school district for at least one thousand two hundred fifty (1,250) hours during the preceding twelve-month period. Eligible employees shall be entitled to six (6) weeks of paid maternity leave following the birth of the employee's child. The six (6) weeks of maternity leave shall be immediately following the birth of the school district employee's child. Maternity leave shall be taken prior to any other paid leave.

### **Maternity Leave (3.12): Support Personnel**

The board of education shall provide maternity leave to all full-time employees of the school district who have been employed by the school district for at least one year and have worked for the school district for at least one thousand two hundred fifty (1,250) hours during the preceding twelve-month period. Eligible employees shall be entitled to six (6) weeks of paid maternity leave following the birth of the employee's child. The six (6) weeks of maternity leave shall be immediately following the birth of the school district employee's child. Maternity leave shall be taken prior to any other paid leave.

## **Policy Changes 2023-2024**

**Maternity Leave (2.13) – Certified Personnel:** Policy has been added to be in compliance with SB 1211.

**Maternity Leave (2.13) – Administrators:** Policy has been added to be in compliance with SB 1211.

**Maternity Leave (3.12) – Support Personnel:** Policy has been added to be in compliance with SB 1211.

### **Maternity Leave (2.13): Certified Personnel**

The board of education shall provide maternity leave to all full-time employees of the school district who have been employed by the school district for at least one year and have worked for the school district for at least one thousand two hundred fifty (1,250) hours during the preceding twelve-month period. Eligible employees shall be entitled to six (6) weeks of paid maternity leave following the birth of the employee's child. The six (6) weeks of maternity leave shall be immediately following the birth of the school district employee's child. Maternity leave shall be taken prior to any other paid leave.

### **Maternity Leave (2.13): Administrators**

The board of education shall provide maternity leave to all full-time employees of the school district who have been employed by the school district for at least one year and have worked for the school district for at least one thousand two hundred fifty (1,250) hours during the preceding twelve-month period. Eligible employees shall be entitled to six (6) weeks of paid maternity leave following the birth of the employee's child. The six (6) weeks of maternity leave shall be immediately following the birth of the school district employee's child. Maternity leave shall be taken prior to any other paid leave.

### **Maternity Leave (3.12): Support Personnel**

The board of education shall provide maternity leave to all full-time employees of the school district who have been employed by the school district for at least one year and have worked for the school district for at least one thousand two hundred fifty (1,250) hours during the preceding twelve-month period. Eligible employees shall be entitled to six (6) weeks of paid maternity leave following the birth of the employee's child. The six (6) weeks of maternity leave shall be immediately following the birth of the school district employee's child. Maternity leave shall be taken prior to any other paid leave.

## **Policy Changes 2023-2024**

**Personal Leave (2.13) – Certified Personnel:** Language has been revised to agree with the negotiated agreement.

**Personal Leave (2.13) – Administrators:** Language has been revised to mirror the policy for certified staff.

**Personal Leave (3.12) – Support Personnel:** Language has been revised to mirror the policy for certified staff.

## Personal Leave (2.13): Certified Personnel - Redlined Version

- A. Teachers shall be granted three (3) days per year for personal leave.
1. An electronic notification via the absence notification system to use personal leave must be submitted to the building principal at least four (4) days in advance, except in emergency situations, which require personal contact (face to face or phone call) to building principal.
  2. All three (3) days of leave used will be at no cost.
  3. Except when approved by the HR Director, personal leave will not be granted in the following cases:
    - a. The first or last day of school.
    - b. During the times of inclement weather when school remains in session.
    - c. During school calendar scheduled parent/teacher conferences.
    - d. During the last two weeks of school, the only exception for approved personal leave will be for teachers to attend weddings, graduations, and/or school sanctioned competitions and/or school sanctioned events for their own spouse, siblings, children, and/or grandchildren.  
(Suspended for the 23-24 school year. For one (1) year only, eliminate personal day limitations for the last two (2) weeks of school. Teachers must notify their administrator of their request to take personal leave during the last two weeks of school on or before April 29, 2024.)
- B. Personal leave days not used at the end of the year shall be added to the sick leave accumulation up to a maximum of one hundred twenty (120) days.
- C. Teachers may be granted, at a cost of a certified substitute, one (1) day per year for personal leave when the following conditions are met:
- a. All criteria of Section 2, Part A.
  - b. Sick leave balance of 50 days at the time of request.

The day may not be used consecutively with another personal day and will not be added to accumulated sick leave.

## **Personal Leave (2.13): Certified Personnel - Revised Version**

- D. Teachers shall be granted three (3) days per year for personal leave.
4. An electronic notification via the absence notification system to use personal leave must be submitted to the building principal at least four (4) days in advance, except in emergency situations, which require personal contact (face to face or phone call) to building principal.
  5. All three (3) days of leave used will be at no cost.
  6. Except when approved by the HR Director, personal leave will not be granted in the following cases:
    - a. The first or last day of school.
    - b. During the times of inclement weather when school remains in session.
    - c. During school calendar scheduled parent/teacher conferences.
    - d. During the last two weeks of school, the only exception for approved personal leave will be for teachers to attend weddings, graduations, and/or school sanctioned competitions and/or school sanctioned events for their own spouse, siblings, children, and/or grandchildren. (Suspended for the 23-24 school year. For one (1) year only, eliminate personal day limitations for the last two (2) weeks of school. Teachers must notify their administrator of their request to take personal leave during the last two weeks of school on or before April 29, 2024.)
- E. Personal leave days not used at the end of the year shall be added to the sick leave accumulation up to a maximum of one hundred twenty (120) days.
- F. Teachers may be granted, at a cost of a certified substitute, one (1) day per year for personal leave when the following conditions are met:
- c. All criteria of Section 2, Part A.
  - d. Sick leave balance of 50 days at the time of request.

The day may not be used consecutively with another personal day and will not be added to accumulated sick leave.

## Personal Leave (2.13): Administrators - Redlined Version

- A. Administrators shall be granted three (3) days per year for personal leave.
1. An electronic notification via the absence notification system to use personal leave must be submitted to the ~~building principal administrator~~ at least four (4) days in advance, except in emergency situations, which require personal contact (face to face or phone call) to employee's immediate supervisor.
  2. All three (3) days of leave used will be at no cost.
  3. Except when approved by the HR Director, personal leave will not be granted in the following cases:
    - a. The first or last day of school.
    - b. During the times of inclement weather when school remains in session.
    - c. During school calendar scheduled parent/teacher conferences.
    - d. During the last two weeks of school, the only exception for approved personal leave will be for administrators to attend weddings, graduations, and/or school sanctioned competitions and/or school sanctioned events for their own spouse, siblings, children, and/or grandchildren. (Suspended for the 23-24 school year. For one (1) year only, eliminate personal day limitations for the last two (2) weeks of school. Administrators must notify their administrator of their request to take personal leave during the last two weeks of school on or before April 29, 2024.)
- B. Personal leave days not used at the end of the year shall be added to the sick leave accumulation up to a maximum of one hundred twenty (120) days.

### **Personal Leave (2.13): Administrators - Revised Version**

- C. Administrators shall be granted three (3) days per year for personal leave.
4. An electronic notification via the absence notification system to use personal leave must be submitted to the administrator at least four (4) days in advance, except in emergency situations, which require personal contact (face to face or phone call) to employee's immediate supervisor.
  5. All three (3) days of leave used will be at no cost.
  6. Except when approved by the HR Director, personal leave will not be granted in the following cases:
    - a. The first or last day of school.
    - b. During the times of inclement weather when school remains in session.
    - c. During school calendar scheduled parent/teacher conferences.
    - d. During the last two weeks of school, the only exception for approved personal leave will be for administrators to attend weddings, graduations, and/or school sanctioned competitions and/or school sanctioned events for their own spouse, siblings, children, and/or grandchildren. (Suspended for the 23-24 school year. For one (1) year only, eliminate personal day limitations for the last two (2) weeks of school. Administrators must notify their administrator of their request to take personal leave during the last two weeks of school on or before April 29, 2024.)
- D. Personal leave days not used at the end of the year shall be added to the sick leave accumulation up to a maximum of one hundred twenty (120) days.

### Personal Leave (3.12): Support Personnel – Redlined Version

1. Support employees who work four (4) or more hours per day shall be granted three (3) days per year to conduct ~~personal/~~personal business that demands the employee's presence during working hours and cannot be conducted after school hours or on the weekend.
2. Application for ~~personal/~~~~personal business~~ leave must be made at least four (4) school days in advance to the employee's immediate supervisor. The supervisor may deny use of ~~personal/~~~~personal business~~ leave if it causes a significant hardship in accomplishing the work of the department/school.
3. Except when approved by the Director of HR, ~~personal/~~~~personal business~~ leave shall not be taken during the following times: first or last day of school, during last two (2) weeks of school (unless to attend weddings, graduations, and/or school sanctioned competitions and/or school sanctioned events for their own spouse, siblings, children, and/or grandchildren); and days when school remains in session despite adverse weather conditions. (Suspended for the 23-24 school year. For one (1) year only, eliminate personal day limitations for the last two (2) weeks of school. Support employees must notify their administrator of their request to take personal leave during the last two weeks of school on or before April 29, 2024.)
4. ~~Personal/~~~~personal business~~ leave is noncumulative but an equivalent number of unused days at the end of the school fiscal year (June 30) will be added to the employee's sick leave accrual up to a maximum of one hundred twenty (120) days

### **Personal Leave (3.12): Support Personnel – Revised Version**

1. Support employees who work four (4) or more hours per day shall be granted three (3) days per year to conduct personal business that demands the employee's presence during working hours and cannot be conducted after school hours or on the weekend.
2. Application for personal leave must be made at least four (4) school days in advance to the employee's immediate supervisor. The supervisor may deny use of personal leave if it causes a significant hardship in accomplishing the work of the department/school.
3. Except when approved by the Director of HR, personal leave shall not be taken during the following times: first or last day of school, during last two (2) weeks of school (unless to attend weddings, graduations, and/or school sanctioned competitions and/or school sanctioned events for their own spouse, siblings, children, and/or grandchildren); and days when school remains in session despite adverse weather conditions. (Suspended for the 23-24 school year. For one (1) year only, eliminate personal day limitations for the last two weeks of school. Support employees must notify their administrator of their request to take personal leave during the last two (2) weeks of school on or before April 29, 2024.)
4. Personal leave is noncumulative but an equivalent number of unused days at the end of the school fiscal year (June 30) will be added to the employee's sick leave accrual up to a maximum of one hundred twenty (120) days

## **Policy Changes 2023-2024**

**Personal Leave (2.13) – Certified Personnel:** Language has been revised to agree with the negotiated agreement.

**Personal Leave (2.13) – Administrators:** Language has been revised to mirror the policy for certified staff.

**Personal Leave (3.12) – Support Personnel:** Language has been revised to mirror the policy for certified staff.

## Personal Leave (2.13): Certified Personnel - Redlined Version

- A. Teachers shall be granted three (3) days per year for personal leave.
1. An electronic notification via the absence notification system to use personal leave must be submitted to the building principal at least four (4) days in advance, except in emergency situations, which require personal contact (face to face or phone call) to building principal.
  2. All three (3) days of leave used will be at no cost.
  3. Except when approved by the HR Director, personal leave will not be granted in the following cases:
    - a. The first or last day of school.
    - b. During the times of inclement weather when school remains in session.
    - c. During school calendar scheduled parent/teacher conferences.
    - d. During the last two weeks of school, the only exception for approved personal leave will be for teachers to attend weddings, graduations, and/or school sanctioned competitions and/or school sanctioned events for their own spouse, siblings, children, and/or grandchildren.  
(Suspended for the 23-24 school year. For one (1) year only, eliminate personal day limitations for the last two (2) weeks of school. Teachers must notify their administrator of their request to take personal leave during the last two weeks of school on or before April 29, 2024.)
- B. Personal leave days not used at the end of the year shall be added to the sick leave accumulation up to a maximum of one hundred twenty (120) days.
- C. Teachers may be granted, at a cost of a certified substitute, one (1) day per year for personal leave when the following conditions are met:
- a. All criteria of Section 2, Part A.
  - b. Sick leave balance of 50 days at the time of request.

The day may not be used consecutively with another personal day and will not be added to accumulated sick leave.

## **Personal Leave (2.13): Certified Personnel - Revised Version**

- D. Teachers shall be granted three (3) days per year for personal leave.
4. An electronic notification via the absence notification system to use personal leave must be submitted to the building principal at least four (4) days in advance, except in emergency situations, which require personal contact (face to face or phone call) to building principal.
  5. All three (3) days of leave used will be at no cost.
  6. Except when approved by the HR Director, personal leave will not be granted in the following cases:
    - a. The first or last day of school.
    - b. During the times of inclement weather when school remains in session.
    - c. During school calendar scheduled parent/teacher conferences.
    - d. During the last two weeks of school, the only exception for approved personal leave will be for teachers to attend weddings, graduations, and/or school sanctioned competitions and/or school sanctioned events for their own spouse, siblings, children, and/or grandchildren. (Suspended for the 23-24 school year. For one (1) year only, eliminate personal day limitations for the last two (2) weeks of school. Teachers must notify their administrator of their request to take personal leave during the last two weeks of school on or before April 29, 2024.)
- E. Personal leave days not used at the end of the year shall be added to the sick leave accumulation up to a maximum of one hundred twenty (120) days.
- F. Teachers may be granted, at a cost of a certified substitute, one (1) day per year for personal leave when the following conditions are met:
- c. All criteria of Section 2, Part A.
  - d. Sick leave balance of 50 days at the time of request.

The day may not be used consecutively with another personal day and will not be added to accumulated sick leave.

## Personal Leave (2.13): Administrators - Redlined Version

- A. Administrators shall be granted three (3) days per year for personal leave.
1. An electronic notification via the absence notification system to use personal leave must be submitted to the ~~building principal administrator~~ at least four (4) days in advance, except in emergency situations, which require personal contact (face to face or phone call) to employee's immediate supervisor.
  2. All three (3) days of leave used will be at no cost.
  3. Except when approved by the HR Director, personal leave will not be granted in the following cases:
    - a. The first or last day of school.
    - b. During the times of inclement weather when school remains in session.
    - c. During school calendar scheduled parent/teacher conferences.
    - d. During the last two weeks of school, the only exception for approved personal leave will be for administrators to attend weddings, graduations, and/or school sanctioned competitions and/or school sanctioned events for their own spouse, siblings, children, and/or grandchildren. (Suspended for the 23-24 school year. For one (1) year only, eliminate personal day limitations for the last two (2) weeks of school. Administrators must notify their administrator of their request to take personal leave during the last two weeks of school on or before April 29, 2024.)
- B. Personal leave days not used at the end of the year shall be added to the sick leave accumulation up to a maximum of one hundred twenty (120) days.

### **Personal Leave (2.13): Administrators - Revised Version**

- C. Administrators shall be granted three (3) days per year for personal leave.
4. An electronic notification via the absence notification system to use personal leave must be submitted to the administrator at least four (4) days in advance, except in emergency situations, which require personal contact (face to face or phone call) to employee's immediate supervisor.
  5. All three (3) days of leave used will be at no cost.
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- D. Personal leave days not used at the end of the year shall be added to the sick leave accumulation up to a maximum of one hundred twenty (120) days.

### Personal Leave (3.12): Support Personnel – Redlined Version

1. Support employees who work four (4) or more hours per day shall be granted three (3) days per year to conduct ~~personal/~~personal business that demands the employee's presence during working hours and cannot be conducted after school hours or on the weekend.
2. Application for ~~personal/~~~~personal business~~ leave must be made at least four (4) school days in advance to the employee's immediate supervisor. The supervisor may deny use of ~~personal/~~~~personal business~~ leave if it causes a significant hardship in accomplishing the work of the department/school.
3. Except when approved by the Director of HR, ~~personal/~~~~personal business~~ leave shall not be taken during the following times: first or last day of school, during last two (2) weeks of school (unless to attend weddings, graduations, and/or school sanctioned competitions and/or school sanctioned events for their own spouse, siblings, children, and/or grandchildren); and days when school remains in session despite adverse weather conditions. (Suspended for the 23-24 school year. For one (1) year only, eliminate personal day limitations for the last two (2) weeks of school. Support employees must notify their administrator of their request to take personal leave during the last two weeks of school on or before April 29, 2024.)
4. ~~Personal/~~~~personal business~~ leave is noncumulative but an equivalent number of unused days at the end of the school fiscal year (June 30) will be added to the employee's sick leave accrual up to a maximum of one hundred twenty (120) days

### **Personal Leave (3.12): Support Personnel – Revised Version**

1. Support employees who work four (4) or more hours per day shall be granted three (3) days per year to conduct personal business that demands the employee's presence during working hours and cannot be conducted after school hours or on the weekend.
2. Application for personal leave must be made at least four (4) school days in advance to the employee's immediate supervisor. The supervisor may deny use of personal leave if it causes a significant hardship in accomplishing the work of the department/school.
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## **Policy Changes 2023-2024**

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## Personal Leave (2.13): Certified Personnel - Redlined Version

- A. Teachers shall be granted three (3) days per year for personal leave.
1. An electronic notification via the absence notification system to use personal leave must be submitted to the building principal at least four (4) days in advance, except in emergency situations, which require personal contact (face to face or phone call) to building principal.
  2. All three (3) days of leave used will be at no cost.
  3. Except when approved by the HR Director, personal leave will not be granted in the following cases:
    - a. The first or last day of school.
    - b. During the times of inclement weather when school remains in session.
    - c. During school calendar scheduled parent/teacher conferences.
    - d. During the last two weeks of school, the only exception for approved personal leave will be for teachers to attend weddings, graduations, and/or school sanctioned competitions and/or school sanctioned events for their own spouse, siblings, children, and/or grandchildren.  
(Suspended for the 23-24 school year. For one (1) year only, eliminate personal day limitations for the last two (2) weeks of school. Teachers must notify their administrator of their request to take personal leave during the last two weeks of school on or before April 29, 2024.)
- B. Personal leave days not used at the end of the year shall be added to the sick leave accumulation up to a maximum of one hundred twenty (120) days.
- C. Teachers may be granted, at a cost of a certified substitute, one (1) day per year for personal leave when the following conditions are met:
- a. All criteria of Section 2, Part A.
  - b. Sick leave balance of 50 days at the time of request.

The day may not be used consecutively with another personal day and will not be added to accumulated sick leave.

## **Personal Leave (2.13): Certified Personnel - Revised Version**

- D. Teachers shall be granted three (3) days per year for personal leave.
4. An electronic notification via the absence notification system to use personal leave must be submitted to the building principal at least four (4) days in advance, except in emergency situations, which require personal contact (face to face or phone call) to building principal.
  5. All three (3) days of leave used will be at no cost.
  6. Except when approved by the HR Director, personal leave will not be granted in the following cases:
    - a. The first or last day of school.
    - b. During the times of inclement weather when school remains in session.
    - c. During school calendar scheduled parent/teacher conferences.
    - d. During the last two weeks of school, the only exception for approved personal leave will be for teachers to attend weddings, graduations, and/or school sanctioned competitions and/or school sanctioned events for their own spouse, siblings, children, and/or grandchildren. (Suspended for the 23-24 school year. For one (1) year only, eliminate personal day limitations for the last two (2) weeks of school. Teachers must notify their administrator of their request to take personal leave during the last two weeks of school on or before April 29, 2024.)
- E. Personal leave days not used at the end of the year shall be added to the sick leave accumulation up to a maximum of one hundred twenty (120) days.
- F. Teachers may be granted, at a cost of a certified substitute, one (1) day per year for personal leave when the following conditions are met:
- c. All criteria of Section 2, Part A.
  - d. Sick leave balance of 50 days at the time of request.

The day may not be used consecutively with another personal day and will not be added to accumulated sick leave.

## Personal Leave (2.13): Administrators - Redlined Version

- A. Administrators shall be granted three (3) days per year for personal leave.
1. An electronic notification via the absence notification system to use personal leave must be submitted to the ~~building principal administrator~~ at least four (4) days in advance, except in emergency situations, which require personal contact (face to face or phone call) to employee's immediate supervisor.
  2. All three (3) days of leave used will be at no cost.
  3. Except when approved by the HR Director, personal leave will not be granted in the following cases:
    - a. The first or last day of school.
    - b. During the times of inclement weather when school remains in session.
    - c. During school calendar scheduled parent/teacher conferences.
    - d. During the last two weeks of school, the only exception for approved personal leave will be for administrators to attend weddings, graduations, and/or school sanctioned competitions and/or school sanctioned events for their own spouse, siblings, children, and/or grandchildren. (Suspended for the 23-24 school year. For one (1) year only, eliminate personal day limitations for the last two (2) weeks of school. Administrators must notify their administrator of their request to take personal leave during the last two weeks of school on or before April 29, 2024.)
- B. Personal leave days not used at the end of the year shall be added to the sick leave accumulation up to a maximum of one hundred twenty (120) days.

### **Personal Leave (2.13): Administrators - Revised Version**

- C. Administrators shall be granted three (3) days per year for personal leave.
  - 4. An electronic notification via the absence notification system to use personal leave must be submitted to the administrator at least four (4) days in advance, except in emergency situations, which require personal contact (face to face or phone call) to employee's immediate supervisor.
  - 5. All three (3) days of leave used will be at no cost.
  - 6. Except when approved by the HR Director, personal leave will not be granted in the following cases:
    - a. The first or last day of school.
    - b. During the times of inclement weather when school remains in session.
    - c. During school calendar scheduled parent/teacher conferences.
    - d. During the last two weeks of school, the only exception for approved personal leave will be for administrators to attend weddings, graduations, and/or school sanctioned competitions and/or school sanctioned events for their own spouse, siblings, children, and/or grandchildren. (Suspended for the 23-24 school year. For one (1) year only, eliminate personal day limitations for the last two (2) weeks of school. Administrators must notify their administrator of their request to take personal leave during the last two weeks of school on or before April 29, 2024.)
- D. Personal leave days not used at the end of the year shall be added to the sick leave accumulation up to a maximum of one hundred twenty (120) days.

### Personal Leave (3.12): Support Personnel – Redlined Version

1. Support employees who work four (4) or more hours per day shall be granted three (3) days per year to conduct ~~personal/~~personal business that demands the employee's presence during working hours and cannot be conducted after school hours or on the weekend.
2. Application for ~~personal/~~~~personal business~~ leave must be made at least four (4) school days in advance to the employee's immediate supervisor. The supervisor may deny use of ~~personal/~~~~personal business~~ leave if it causes a significant hardship in accomplishing the work of the department/school.
3. Except when approved by the Director of HR, ~~personal/~~~~personal business~~ leave shall not be taken during the following times: first or last day of school, during last two (2) weeks of school (unless to attend weddings, graduations, and/or school sanctioned competitions and/or school sanctioned events for their own spouse, siblings, children, and/or grandchildren); and days when school remains in session despite adverse weather conditions. (Suspended for the 23-24 school year. For one (1) year only, eliminate personal day limitations for the last two (2) weeks of school. Support employees must notify their administrator of their request to take personal leave during the last two weeks of school on or before April 29, 2024.)
4. ~~Personal/~~~~personal business~~ leave is noncumulative but an equivalent number of unused days at the end of the school fiscal year (June 30) will be added to the employee's sick leave accrual up to a maximum of one hundred twenty (120) days

### **Personal Leave (3.12): Support Personnel – Revised Version**

1. Support employees who work four (4) or more hours per day shall be granted three (3) days per year to conduct personal business that demands the employee's presence during working hours and cannot be conducted after school hours or on the weekend.
2. Application for personal leave must be made at least four (4) school days in advance to the employee's immediate supervisor. The supervisor may deny use of personal leave if it causes a significant hardship in accomplishing the work of the department/school.
3. Except when approved by the Director of HR, personal leave shall not be taken during the following times: first or last day of school, during last two (2) weeks of school (unless to attend weddings, graduations, and/or school sanctioned competitions and/or school sanctioned events for their own spouse, siblings, children, and/or grandchildren); and days when school remains in session despite adverse weather conditions. (Suspended for the 23-24 school year. For one (1) year only, eliminate personal day limitations for the last two weeks of school. Support employees must notify their administrator of their request to take personal leave during the last two (2) weeks of school on or before April 29, 2024.)
4. Personal leave is noncumulative but an equivalent number of unused days at the end of the school fiscal year (June 30) will be added to the employee's sick leave accrual up to a maximum of one hundred twenty (120) days